



TERMS AND CONDITIONS AND PROMOTIONAL RULES

TERMS & CONDITIONS

Governing Access to and Use of the Golden Ticket Online Arcade Platform

Golden Ticket Online Arcade

gtoarcade.com

Effective Date: **August 17, 2026**

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**NO PURCHASE NECESSARY. 21+. ELIGIBILITY RESTRICTIONS APPLY.
VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

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Binding Agreement and Sweepstakes Disclosures

These Terms and Conditions and Promotional Rules (these “Terms”) form a binding legal agreement between you and GTOA LLC d/b/a Golden Ticket Online Arcade (“Golden Ticket Online Arcade,” “GTOA,” “we,” “us,” or “our”) and apply to your use of any of our Games or our Platform in any manner, whether through web, mobile, tablet, or any other electronic device.

PLEASE NOTE THAT THESE TERMS INCLUDE A PROVISION WAIVING THE RIGHT TO PURSUE ANY CLASS, GROUP, OR REPRESENTATIVE CLAIM AND REQUIRING YOU TO PURSUE PAST, PENDING, AND FUTURE DISPUTES SOLELY THROUGH INDIVIDUAL ARBITRATION, UNLESS YOU VALIDLY OPT OUT WITHIN THE SPECIFIED TIME FRAME. SEE SECTION 15 (DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS) FOR MORE INFORMATION. SEE ALSO SECTION 14 (CUSTOMER COMPLAINTS AND INTERNAL REVIEW), WHICH IS AVAILABLE TO YOU AT NO COST AND IS NOT A CONDITION PRECEDENT TO ANY RIGHT OR REMEDY THAT CANNOT LAWFULLY BE CONDITIONED OR WAIVED.

By checking the box for acceptance during registration, creating a Customer Account, accessing or using the Platform, or participating in Promotional Play, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, our Privacy Policy, Official Sweepstakes Rules, Age & Eligibility Policy, Responsible Social Gameplay Policy, Refund Policy, Referral & Affiliate Program Policy, and any supplemental promotional or game-specific terms applicable to your participation.

The Official Sweepstakes Rules govern Promotional Play, Sweeps Coins, sweepstakes eligibility, methods of entry, gameplay requirements applicable to Sweeps Coins, reward eligibility, and redemption. If these Terms conflict with the Official Sweepstakes Rules regarding a sweepstakes-related matter, the Official Sweepstakes Rules will control with respect to that matter. Supplemental promotional terms may control a promotion-specific matter to the extent provided in the Official Sweepstakes Rules and permitted by applicable law.

If you do not agree with any provision of these Terms or any linked policy, rules, or terms, you must not participate and must not use the Platform.

NO PURCHASE OR PAYMENT IS NECESSARY TO PARTICIPATE IN ANY PROMOTION. MAKING A PURCHASE OR PAYMENT DOES NOT IMPROVE A PARTICIPANT’S CHANCES OF WINNING. Golden Ticket Online Arcade does not offer real money gambling. Gold Coins are for entertainment purposes only, have no monetary value, and cannot be redeemed for cash, gift cards, rewards, or any other items of value. Only Sweeps Coins that have become Redeemable Sweeps Coins in accordance with the Official Sweepstakes Rules may be redeemed for rewards, subject to these Terms and any applicable redemption requirements.

Introduction

Golden Ticket Online Arcade operates <https://gtoarcade.com>, a social gaming platform where players can purchase Gold Coins (GC) to play games in Standard Play for social, entertainment, and recreational purposes only.

From time to time, we may offer free Sweeps Coins (SC) to players who engage in certain qualifying activities. These SC can be used in Promotional Play for a chance to receive rewards (“Promotion(s)”). To participate in Promotional Play using SC, you must agree to these Terms and the Official Sweepstakes Rules.

All Promotions are subject to applicable federal, state, and local laws and regulations. Redemption of rewards is contingent upon meeting the requirements outlined in these Terms and the Official Sweepstakes Rules.

1. ELIGIBILITY

1.1 General Requirements

Promotions and gameplay are open only to natural persons who:

- Are twenty-one (21) years of age or older, or the higher age of majority required by the laws of their jurisdiction;
- Are legal residents of an eligible United States jurisdiction and are physically located in an eligible jurisdiction at the time of participation. Promotional Play is available only in jurisdictions in which GTOA makes Promotional Play available under its

then-current jurisdictional eligibility requirements. Current jurisdictional eligibility information is available through the Platform. Promotional Play is void where prohibited or restricted by applicable law;

- Maintain a single, valid, registered Customer Account in their own name with accurate and verifiable details; and
- Participate strictly for their personal, non-commercial, entertainment use.

1.2 Prohibited Persons

The following persons are prohibited from participating in Promotional Play or redeeming rewards:

- Employees, officers, directors, and other persons materially involved in the administration of GTOA Promotional Play, together with members of their immediate families (spouse, parent, child, or sibling, whether biological, adoptive, or by marriage) and members of their households, unless expressly permitted under separate written promotional terms and applicable law;
- Any service provider, vendor, or partner engaged with GTOA in the operation of the Platform or Promotions, and any marketing affiliate while acting in that capacity. Participation by a marketing affiliate as an ordinary player is governed by the Referral & Affiliate Program Policy, and no participant may redeem rewards attributable to their own referral or affiliate activity;
- Persons listed on any government sanctions or restricted-persons lists, including the U.S. Treasury Department's Specially Designated Nationals (SDN) list or equivalent; and
- Individuals accessing or attempting to access the Platform from an Ineligible Jurisdiction, or who use VPNs, proxies, location-masking technologies, or false credentials to bypass eligibility restrictions.

1.3 Compliance with Law

You are solely responsible for ensuring compliance with the laws of your jurisdiction. GTOA may verify location, identity, and eligibility at any time. Any attempt to circumvent eligibility restrictions—including VPN use, misrepresentation of identity, or the use of multiple accounts—is a material breach of these Terms and may result in restriction, suspension, or closure of the Account, adjustment or cancellation of affected gameplay, transactions, or pending redemptions, and referral to law enforcement, regulators, payment processors, fraud-prevention providers, or other authorized parties where legally permitted. The treatment of Account balances following any such action is governed by Section 11, the Official Sweepstakes Rules, and applicable law.

1.4 Binding Agreement

By creating a Customer Account or participating in Promotional Play, you represent, warrant, and agree that you meet all eligibility requirements and accept these Terms. Receiving rewards is contingent upon compliance with these Terms and the Official Sweepstakes Rules and upon successful verification.

1.5 Promotional Disclosures

No purchase or payment is necessary to participate in Promotional Play.

Promotional communications relating to Promotional Play will include, or provide reasonably accessible access to, applicable material disclosures, which may include “No Purchase Necessary,” the applicable minimum age, eligibility restrictions, “Void Where Prohibited,” and a reference or link to the Official Sweepstakes Rules or applicable supplemental promotional terms, as appropriate to the communication and as required by applicable law.

1.6 Underage Participation

The Platform and Promotional Play are not directed to, and may not be used by, any person under twenty-one (21) years of age. If GTOA determines that a participant did not satisfy the applicable minimum age requirement, that person's entries and Promotional Play will be void, any associated Sweeps Coins will be cancelled, and the Account will be closed.

Where GTOA determines that a person under the applicable minimum age completed a purchase through the Platform, GTOA will refund the amount of that purchase to the original payment method, to the extent reasonably practicable and permitted by applicable law. GTOA may require reasonable proof of age and identity before processing a refund under this Section.

Any refund under this Section will be reduced by amounts previously redeemed, paid, or otherwise disbursed to the person or to a third party at their direction. A parent or legal guardian who believes a minor has registered an Account or made a purchase should contact Customer Support at support@gtoarcade.com or eligibility@gtoarcade.com.

2. DEFINITIONS

- **Customer Account:** An account registered and maintained by a player to access the Platform.
- **Eligible Jurisdiction:** A United States jurisdiction in which GTOA makes Promotional Play available under its then-current jurisdictional eligibility requirements, as identified through the Platform. This term corresponds to "Permitted Territories" as used in the Official Sweepstakes Rules.
- **Ineligible Jurisdiction:** Any jurisdiction that is not an Eligible Jurisdiction, including any jurisdiction outside the United States and any jurisdiction where the Platform or Promotional Play is not legally permitted. A jurisdiction that is not a Permitted Territory under the Official Sweepstakes Rules is an Ineligible Jurisdiction.
- **Gold Coins (GC):** Virtual gameplay tokens used only for Standard Play. GC have no monetary value and cannot be redeemed for cash, gift cards, or any other rewards.
- **Sweeps Coins (SC):** Promotional sweepstakes entries made available through the methods described in these Terms and the Official Sweepstakes Rules, including promotions, qualifying activities, and the postal Alternative Method of Entry (AMOE). Sweeps Coins are not sold, are not deposits or stored-value funds, and cannot be purchased directly. The terms "Sweeps Coins" and "Sweepstakes Coins" are used interchangeably across GTOA policies and have the same meaning.
- **Non-Redeemable Sweeps Coins:** Sweeps Coins that have not yet satisfied the applicable gameplay requirement established under the Official Sweepstakes Rules and are therefore not yet eligible for redemption.
- **Redeemable Sweeps Coins:** Sweeps Coins that have satisfied the applicable gameplay requirement established under the Official Sweepstakes Rules and all other applicable redemption conditions.
- **Gameplay Requirement:** The Promotional Play requirement established under the Official Sweepstakes Rules that Sweeps Coins must satisfy before eligible Sweeps Coins resulting from qualifying Promotional Play may become Redeemable Sweeps Coins. The gameplay requirement in effect at any given time is stated in the Official Sweepstakes Rules and applies equally to all Sweeps Coins regardless of the method by which they were obtained.
- **Standard Play:** Gameplay using Gold Coins for entertainment purposes only, with no opportunity to receive a reward of value.
- **Promotional Play:** Gameplay using Sweeps Coins for a chance to receive rewards, governed by the Official Sweepstakes Rules.
- **Official Sweepstakes Rules:** The Official Sweepstakes Rules published by GTOA and available through the Platform, as amended from time to time.
- **Dormant Account:** A Customer Account with no login, gameplay, or transaction activity for the continuous period established under the Official Sweepstakes Rules and applicable law.
- **Fraudulent Conduct:** Includes, but is not limited to, collusion, software-assisted play, manipulation of location or identity, chargeback abuse, money laundering, or any attempt to circumvent these Terms.
- **Payment Medium:** Any personal debit card, credit card, bank account, or electronic wallet used to purchase GC.
- **Marketing Communications:** Email, SMS/MMS, push notifications, in-platform messages, and social media content delivered by or on behalf of GTOA for promotional purposes.
- **Live Chat:** The Platform's real-time chat feature used for support, onboarding, and promotional engagement.

3. ODDS AND GAME MECHANICS

3.1 Game Types and Ownership

The Platform may offer both proprietary games developed by GTOA and third-party games licensed from independent providers. The provider or operator responsible for each game will be displayed within the game interface, which may appear in the game information panel, rules section, or other clearly visible area within the game.

3.2 Proprietary Games

For games owned and operated by GTOA:

- (a) Outcomes and odds of receiving rewards are determined using random number generation. Where a proprietary Game has been subject to independent testing or certification, information regarding that testing or certification will be made available through the game interface or the Platform;
- (b) We may adjust odds, paytables, and game parameters on a prospective basis for future gameplay;
- (c) Where a change materially affects gameplay, the applicable game rules or game information made available within the game interface will be updated to reflect the change.

3.3 Third-Party Games

For games provided by third-party developers:

- (a) Odds, paytables, mechanics, and outcomes are determined solely by the respective provider;
- (b) GTOA does not control or modify third-party mathematical models, rules, odds, or functionality;
- (c) Applicable rules, paytables, and odds are displayed within each third-party game to the extent made available by the applicable provider;
- (d) Players must review and accept the third-party provider's terms and policies;
- (e) GTOA makes no warranties regarding fairness, reliability, availability, or outcomes of third-party games and disclaims all liability arising from their use, except to the extent such disclaimer is not permitted by applicable law;
- (f) Third-party games may be subject to provider-specific terms, technical requirements, availability restrictions, maintenance, account requirements, or other conditions imposed by the applicable provider;
- (g) GTOA may add, remove, suspend, restrict, replace, or discontinue any third-party game or provider when reasonably necessary for legal, regulatory, compliance, security, fraud-prevention, technical, operational, contractual, or business reasons, subject to applicable law.

3.4 Player Responsibility

You should review and understand each Game's rules, paytables, and odds before playing. Differences exist between proprietary and third-party games. Failure to review the applicable rules does not exempt you from compliance with them.

3.5 Server Results and Determinations

In any discrepancy between a player device and server records, GTOA will rely on server records for proprietary games and on the applicable provider's server records for third-party games. In the event of a discrepancy, interrupted session, malfunction, or other technical issue involving a third-party game, GTOA may review available records and coordinate with the applicable provider before determining the appropriate resolution.

GTOA will make determinations in accordance with these Terms, the Official Sweepstakes Rules, applicable promotional terms, reasonably reliable records, and applicable law, subject to any complaint, review, appeal, or non-waivable rights available under applicable law.

3.6 Odds Disclosure; No Guarantees

Odds depend on the specific game, applicable paytables, and number of outcomes or entries generated. Odds, paytables, or other outcome information are displayed or otherwise made available within a Game to the extent provided for that Game. No warranty is made regarding the frequency or likelihood of receiving rewards. Each round is independent, and past results do not influence future outcomes. The number of Sweeps Coins used in a particular entry may affect the scale of potential outcomes but does not alter the random nature of the result. For drawing-based or similar Promotional Play, the odds depend on the number of eligible entries received during the applicable promotional period. All Games are games of chance offered for entertainment.

4. CUSTOMER ACCOUNTS

4.1 Single Account Rule

Unless otherwise expressly authorized by GTOA, each individual may maintain only one Customer Account. Accounts are personal and non-transferable. Duplicate, associated, or potentially unauthorized Accounts may be reviewed and, where appropriate, restricted, suspended, consolidated, or closed in accordance with these Terms, the Official Sweepstakes Rules, and applicable law. Please notify Customer Support if you inadvertently created more than one Account.

4.2 Accuracy of Information

You must provide true, accurate, and complete registration details and keep them current. Your registered name must match your government-issued identification and any Payment Medium. Notify support@gtoarcade.com of changes to your personal information.

4.3 Account Security

You are responsible for maintaining the confidentiality of your credentials. Activity conducted under your Account is attributed to you. Notify us promptly of any suspected unauthorized access. We are not liable for losses resulting from your failure to secure your Account, except to the extent such losses are caused by our gross negligence or willful misconduct or where liability cannot lawfully be excluded.

4.4 Verification Requirements

We may request identity, address, source-of-funds or source-of-wealth, and other documentation at any time. Until verification is satisfactorily completed, Account functions (including redemptions) may be restricted. If requested documentation is not provided within thirty (30) days, the Account may be restricted or closed, and the treatment of Account balances will be handled in accordance with Section 11, the Official Sweepstakes Rules, and applicable law.

4.5 Non-Transferability

Accounts are personal and non-transferable. GC and SC cannot be transferred, sold, assigned, or exchanged between Accounts.

4.6 Dormant and Inactive Accounts

Account inactivity and the treatment of Gold Coins, Sweeps Coins, Redeemable Sweeps Coins, and other Account balances will be administered in accordance with the Official Sweepstakes Rules, applicable law, and any applicable unclaimed-property requirements. Sweeps Coins do not expire solely because of the passage of time while an Account remains open and in good standing, except where otherwise permitted by applicable law and clearly disclosed in advance as part of a specific promotion.

Where an Account is treated as dormant, GTOA will provide any notice and opportunity to act required under the Official Sweepstakes Rules and applicable law.

4.7 Prohibited Users

Accounts may not be opened or maintained by persons under twenty-one (21) years of age. Employees, affiliates, and persons on applicable sanctions lists are ineligible. Additionally, Accounts are prohibited for:

- Individuals physically located in, or legal residents of, an Ineligible Jurisdiction;
- Individuals using VPNs, proxies, GPS spoofing, or location-masking tools to bypass eligibility restrictions;
- Individuals who have self-excluded, been previously banned, or whose Accounts were closed for cause; and
- Individuals acting on behalf of another person (no agent or custodial Accounts).

4.8 Account Restrictions, Responsible Social Gameplay Controls, and Self-Exclusion

GTOA may restrict, suspend, or close Accounts where reasonably necessary for eligibility, verification, fraud-prevention, security, legal, regulatory, payment-processing, or compliance reasons, or for violations of these Terms.

A player may request Account closure, a responsible social gameplay restriction, or self-exclusion through the methods currently made available by GTOA. The availability, duration, implementation, and consequences of responsible social gameplay controls are governed by the Responsible Social Gameplay Policy.

The treatment of Gold Coins, Sweeps Coins, Redeemable Sweeps Coins, pending redemption requests, and other Account balances following Account closure, suspension, restriction, or self-exclusion will be governed by the Official Sweepstakes Rules, these Terms, applicable law, and the circumstances giving rise to the Account action. Redeemable Sweeps Coins will not be forfeited solely because a player voluntarily closes an Account or self-excludes. Where a player voluntarily closes an Account or self-excludes, GTOA will honor a redemption request for Redeemable Sweeps Coins held in the Account at that time, provided the player satisfies applicable verification and eligibility requirements and the applicable minimum redemption amount.

Gold Coins and Non-Redeemable Sweeps Coins have no monetary value and are not redeemable in any circumstance, including on Account closure. Sweeps Coins that have not satisfied the applicable gameplay requirement, Sweeps Coins obtained fraudulently or improperly, duplicate promotional benefits, and Sweeps Coins otherwise subject to valid forfeiture may be restricted, adjusted, or forfeited to the extent permitted by these Terms, the Official Sweepstakes Rules, and applicable law. Nothing in this Section permits forfeiture of a valid reward or redemption right where such forfeiture is prohibited by applicable law.

5. PURCHASES AND PAYMENTS

5.1 Payment Medium Ownership

Your Payment Medium must be legally and beneficially owned by you and registered in the same name as your Customer Account. Business, corporate, and custodial Payment Mediums are prohibited.

Third-party cards, wallets, or payment accounts are not generally accepted and may only be permitted in limited cases at GTOA's discretion. If a player requests to use a third-party payment method, GTOA may require supporting documentation before approving or processing the transaction, which may include:

- A valid photo ID for the player;
- A valid photo ID for the payment method owner;
- Proof of ownership of the card, wallet, or payment account;
- Written authorization from the payment method owner confirming consent; and
- Any additional documentation needed for AML, fraud, or identity verification purposes.

Redemptions are payable only to the verified Account holder, subject to Section 10.5. GTOA may require additional verification, delay or suspend redemptions, or refuse transactions where there are reasonable concerns of fraud, chargeback risk, or unauthorized use. GTOA may reject, delay, or suspend a transaction or Account if documentation is incomplete, inconsistent, or raises fraud or AML concerns.

5.2 Verification of Payment Methods

GTOA may request documentation to verify legal and beneficial ownership of any Payment Medium. Verification may include government-issued identification, proof of address, bank statements, or other KYC/KYB checks. Purchases may be delayed or restricted until verification is completed.

5.3 Chargebacks, Payment Disputes, and Reversals

Players are encouraged to contact Customer Support regarding billing concerns before initiating a chargeback or payment dispute so that GTOA has an opportunity to investigate the matter.

If a chargeback, payment reversal, refund request, or other payment dispute occurs, GTOA may temporarily restrict affected transactions, Account functionality, or redemption activity where reasonably necessary to investigate the matter, prevent fraud, protect the Platform, or comply with payment-processor requirements.

Following reasonable investigation, GTOA may reverse or adjust Gold Coins, promotional benefits, transactions, or other Account activity directly associated with a refunded, reversed, unauthorized, fraudulent, or invalid transaction to the extent permitted by applicable law, these Terms, the Refund Policy, and the Official Sweepstakes Rules.

A payment dispute or chargeback alone does not automatically establish fraud and will not, standing alone, result in forfeiture of legitimate sweepstakes winnings or Redeemable Sweeps Coins where such forfeiture is not otherwise authorized by the Official Sweepstakes Rules or applicable law.

5.4 Joint Accounts and Trust Restrictions

Rewards redeemed for cash may be paid into a joint account only if one name matches your verified Customer Account name and all verification checks are completed. Payments will not be made into:

- Joint accounts where one owner is a minor;
- Custodial accounts; or
- Any account held on trust for, or for the benefit of, a third party (including minors).

5.5 Finality of Purchases

Gold Coin purchases are generally non-refundable, non-transferable, and non-exchangeable, except where required by applicable law, where a purchase resulted from a billing error, technical error, or unauthorized transaction, or where otherwise provided in the Refund Policy.

5.6 Geographic and Eligibility Restrictions

GTOA may block, decline, void, reverse, or refund a transaction where GTOA determines that the transaction was initiated or completed in violation of applicable geographic, eligibility, legal, payment-processing, or Platform restrictions. Any refund or reversal will be administered in accordance with the Refund Policy, applicable payment-processor requirements, and applicable law.

6. SWEEPS COINS

6.1 Nature of Sweeps Coins

Sweeps Coins ("SC") are sweepstakes entries that may be used for Promotional Play. SC have no monetary value outside of their use as sweepstakes entries and cannot be purchased directly. SC are not legal tender, have no cash equivalent, and may not be exchanged, transferred, or assigned except as expressly permitted by the Official Sweepstakes Rules.

6.2 Methods of Obtaining Sweeps Coins

Sweeps Coins are never sold and cannot be purchased. Eligible Participants may obtain Sweeps Coins through the no-cost methods described in subsections (a) through (g) below, through promotions and any loyalty or VIP program as described in the Official Sweepstakes Rules, and promotional Sweeps Coins may also accompany eligible Gold Coin packages at no additional charge as described in subsection (h). All Sweeps Coins, however obtained, have the same value, are subject to the same gameplay requirement and the same redemption treatment established under the Official Sweepstakes Rules, and carry the same chance of receiving a reward. Using a no-cost method of entry does not reduce a participant's opportunity to receive a reward, and no method of obtaining Sweeps Coins confers any advantage over any other method.

(a) Recurring No-Cost Promotional Awards

GTOA may make recurring no-cost promotional awards available to Eligible Participants, including a Daily Bonus or similar opportunity. Applicable Sweeps Coin amounts, frequency, claim periods, limits, eligibility criteria, and other material conditions will be disclosed through the Platform or applicable promotional terms before participation.

No purchase or payment is necessary to receive an eligible recurring no-cost promotional award.

(b) Online No-Cost Entry

GTOA may make one or more online no-cost entry methods available to Eligible Participants. Applicable eligibility periods, entry limits, Sweeps Coin amounts, claim requirements, verification requirements, and other material conditions will be clearly disclosed before submission of the applicable entry.

No purchase or payment is necessary to use an eligible online no-cost entry method.

(c) Sports Picks

Eligible Participants may receive a no-purchase/free entry opportunity through eligible Sports Picks events, subject to the applicable event requirements and rules.

(d) Social Media Promotions

GTOA may offer additional opportunities to receive SC through no-cost giveaways, drawings, promotional codes, community events, and other promotional offers made available through GTOA's official social media channels. The rules applicable to such promotions are set out in Section 7 of the Official Sweepstakes Rules, and the participation requirements, SC amounts, and other material conditions for a particular promotion are disclosed in connection with that promotion before participation.

(e) Website Promotions, Events, and Random No-Cost Opportunities

GTOA may offer additional no-purchase opportunities to receive SC through website features, drawings, events, and other promotions offered from time to time. Any applicable participation requirements and SC amounts will be stated in the applicable promotion.

GTOA may also periodically make randomly distributed no-cost promotional opportunities available, including surprise promotional awards, free promotional spins, or similar features. No purchase or payment is necessary to be selected for, participate in, or receive a reward through such an opportunity, and a purchase or payment will not increase a participant's likelihood of selection or chances of receiving a particular reward. Applicable eligibility criteria, selection method, participation period, limits, available rewards, result-determination criteria, odds or method of determining odds where applicable, and other material conditions will be disclosed before participation.

(f) Postal Request — Alternative Method of Entry (AMOE)

Eligible Participants may obtain free Sweeps Coins through GTOA's postal Alternative Method of Entry ("AMOE") by satisfying the requirements set out in the Official Sweepstakes Rules and the then-current Free Postal Entry (AMOE) Instructions made available through the Platform.

No purchase or payment of any kind is necessary to use the postal entry method. The Free Postal Entry (AMOE) Instructions, including the mailing address and submission requirements, are publicly accessible through the Platform without any purchase

or payment. Creating a Customer Account is free, and no purchase or payment is required to register an Account or to obtain a Postal Request Code.

Applicable submission requirements, Postal Request Code requirements, entry limits, eligibility requirements, Sweeps Coin allocations, processing requirements, and other material conditions applicable to postal entries are governed by the Official Sweepstakes Rules and applicable AMOE instructions.

Equal opportunity. Sweeps Coins obtained through the postal entry method have the same value, are subject to the same gameplay requirement, and carry the same chance of receiving a reward as Sweeps Coins obtained through any other method. No Gold Coin purchase and no Gold Coin balance is required to participate in Promotional Play or to receive a reward. Promotional Play using Sweeps Coins is available on the Games identified on the Platform as supporting Promotional Play, and access to that Promotional Play is the same for every participant regardless of how their Sweeps Coins were obtained. GTOA will not make a Promotional Play opportunity available to participants using another entry method that is unavailable to participants using the postal entry method. Using the postal entry method does not reduce a participant's opportunity to receive a reward.

If these Terms conflict with the Official Sweepstakes Rules regarding a postal no-cost entry, the Official Sweepstakes Rules will control.

(g) Referral and Affiliate Program

GTOA may offer promotional referral programs or affiliate programs that allow existing players to invite eligible new users to the Platform. Players may receive promotional Sweeps Coins, Gold Coins, or other promotional in-platform credits when a referred user successfully registers and satisfies the qualifying conditions of the referral or promotional program.

A referral is considered successful only when the referred user registers using the referring player's referral link, referral code, or affiliate tracking link; creates a valid Customer Account in accordance with these Terms; completes any required verification steps; and satisfies any applicable promotional requirements described in the referral or promotional offer.

Referral rewards are promotional incentives offered solely as part of GTOA's marketing and community engagement efforts and do not constitute payment or compensation for recruiting users. Participation in the referral program does not create an employment, partnership, or compensation relationship between the referring player and GTOA.

GTOA may review referral activity and may withhold, delay, or revoke referral rewards where duplicate accounts, self-referrals, fraudulent activity, abuse of the referral program, or violations of these Terms are detected, and may limit the number of successful referrals that may receive rewards per Customer Account.

GTOA may also operate affiliate partnerships with approved marketing partners who promote the Platform using tracking links or similar referral mechanisms. Affiliate relationships may be governed by separate affiliate or marketing agreements. Affiliate partners must comply with applicable laws, advertising standards, and GTOA policies when promoting the Platform. GTOA may modify, suspend, or discontinue any referral or affiliate program for business, legal, or compliance reasons, subject to applicable law. Additional details are set out in the Referral & Affiliate Program Policy available on the Platform.

(h) Promotional Sweeps Coins Included with Gold Coin Packages

From time to time, promotional Sweeps Coins may be provided at no additional charge in connection with eligible Gold Coin packages. Participants purchase Gold Coins, not Sweeps Coins. Sweeps Coins are not sold or available for direct purchase, and any promotional Sweeps Coins associated with a Gold Coin package do not constitute part of the purchased product or consideration paid.

Promotional Sweeps Coins provided with a Gold Coin package are initially Non-Redeemable Sweeps Coins and must satisfy the applicable gameplay requirement established under the Official Sweepstakes Rules before eligible Sweeps Coins resulting from qualifying Promotional Play may become Redeemable Sweeps Coins.

6.3 Proprietary vs. Third-Party Credit of SC

(a) For proprietary games, SC credits are determined and recorded by GTOA's systems;

(b) For third-party games, SC credits are determined by the third-party provider. GTOA disclaims responsibility for third-party errors, malfunctions, or miscalculations to the extent permitted by applicable law. Only properly credited SC

appearing in your Customer Account are eligible for redemption. Where a crediting error is identified, GTOA will use reasonable efforts to coordinate with the applicable provider and correct the Account record.

6.4 Sweeps Coin Validity and Expiration

Sweeps Coins do not expire solely because of the passage of time while the Customer Account remains open and in good standing, except where otherwise permitted by applicable law and clearly disclosed in advance as part of a specific promotion. The treatment of Sweeps Coins and Redeemable Sweeps Coins following Account restriction, suspension, closure, or self-exclusion is governed by Section 4.8, Section 11, the Official Sweepstakes Rules, and applicable law. SC are non-transferable and Platform-exclusive.

6.5 Gameplay Requirement

Sweeps Coins must satisfy the applicable gameplay requirement established under the Official Sweepstakes Rules before becoming eligible for redemption. The Official Sweepstakes Rules are the single source of truth for the applicable gameplay requirement, and the requirement in effect at any given time is stated there and disclosed through the Platform.

The same gameplay requirement applies to all Sweeps Coins regardless of whether they were obtained through a recurring no-cost promotional award, an online no-cost entry, a postal entry, a promotion, a referral, or as promotional Sweeps Coins accompanying an eligible Gold Coin package. Consistent with the prospective-application requirement in the Official Sweepstakes Rules, a change to the gameplay requirement applies prospectively and will not increase the requirement applicable to Sweeps Coins already held in a Customer Account at the time of the change.

Non-Redeemable Sweeps Coins used in Promotional Play are consumed through that play and do not separately remain available for redemption, regardless of how balances are displayed within a particular game environment. Only eligible Sweeps Coins resulting from qualifying Promotional Play may be designated as Redeemable Sweeps Coins. Redeemable Sweeps Coins are not subject to an additional gameplay requirement solely because they resulted from that qualifying play.

Sweeps Coins that have satisfied the applicable gameplay requirement and all other applicable redemption conditions are Redeemable Sweeps Coins and may be redeemed in accordance with Section 10 and the Official Sweepstakes Rules.

6.6 Prohibited Conduct

Tampering with SC distribution is prohibited, including automating SC requests, using bots, scripts, macros, automated entry or gameplay tools, or artificial-intelligence agents, circumventing AMOE requirements, using multiple or duplicate Accounts, entering into account-sharing arrangements, transferring SC, or engaging in any conduct circumventing these Terms. This restriction does not apply to functionality operated or expressly authorized by GTOA or its service providers as part of the Platform. Non-compliant conduct may result in adjustment or voiding of affected SC, Account restriction, suspension, or closure, and referral to authorized parties where legally permitted, in each case in accordance with these Terms, the Official Sweepstakes Rules, and applicable law.

6.7 Determinations Regarding Sweeps Coins

GTOA will make determinations regarding the distribution, allocation, management, adjustment, and redemption of SC in accordance with these Terms, the Official Sweepstakes Rules, applicable promotional terms, reasonably reliable records, and applicable law, subject to any complaint, review, appeal, or non-waivable rights available under applicable law.

6.8 Mistaken Additions and Corrections

Where Sweeps Coins, Gold Coins, or other promotional credits are added to an Account in error, whether through technical or human error, GTOA may reverse or adjust the credit following reasonable review. Where such credits have already been used in Promotional Play, GTOA may make a corresponding adjustment to the Account balance. Players should notify Customer Support promptly upon discovering an incorrect credit. Where a correction affects a player's balance, GTOA will use reasonable efforts to notify the player and to explain the basis for the adjustment.

6.9 Good-Faith Complaints and Disputes

GTOA will not treat a good-faith complaint, review, customer-service dispute, published opinion or criticism of GTOA, or the lawful exercise of a participant's rights, standing alone, as grounds for forfeiture of Sweeps Coins, Account restriction, or any other adverse Account action. Nothing in this provision prevents GTOA or any other person from exercising rights or remedies available under applicable law in response to unlawful conduct.

7. GAMES

7.1 Game Rules and Player Responsibilities

Each Game may have specific rules available on the Platform. You should read and understand all applicable rules, paytables, and requirements before playing. Participation constitutes acceptance of these Terms and any game-specific rules.

7.2 Game Participation Requirements

You may only participate if you have sufficient Gold Coins or Sweeps Coins in your Account. GTOA does not extend credit, loans, or advances.

7.3 Finality of Game Participation

Once submitted and accepted, Gold Coins or Sweeps Coins used in a Game cannot be changed, withdrawn, or cancelled. Applicable Coins are deducted immediately upon play.

7.4 Error Correction and Invalidation Authority

GTOA may correct, invalidate, or declare void any Game participation if there was:

- (a) an error, misprint, or technical issue in Game rules, paytables, odds, or software;
- (b) a system malfunction, server disruption, or technical failure;
- (c) fraudulent conduct, tampering, or unauthorized intervention;
- (d) conduct violating these Terms or applicable laws; or
- (e) any circumstance compromising fairness, legality, or proper Game functioning.

Where GTOA determines that a Game malfunction, technical error, interruption, or other qualifying event materially affected Game participation, GTOA may investigate the affected participation using reasonably available Game, provider, Account, and transaction records and may correct or void the affected participation as appropriate. Where GTOA voids or corrects Game participation, GTOA will use reasonable efforts to restore the affected player to the position the player occupied immediately before the affected participation.

To the maximum extent permitted by applicable law, GTOA is not responsible for losses, unavailable gameplay, missed opportunities, anticipated winnings, or other consequential effects resulting from a malfunction, interruption, error, or failure of a Game, provider system, or other system beyond GTOA's reasonable control. This Section does not affect a valid result established by reasonably reliable records or GTOA's obligation to process a validly earned and verified redemption in accordance with the Official Sweepstakes Rules. Nothing in this Section limits any rights or remedies that cannot lawfully be waived.

7.5 Server Results

For discrepancies between a player device and server records, GTOA will rely on GTOA server records for proprietary games and on the applicable provider's server records for third-party games, and will make determinations in accordance with Section 3.5.

7.6 Standard Play, Promotional Play, and Featured Games

Games on the Platform may support Standard Play using Gold Coins, Promotional Play using Sweeps Coins, or both. The play modes supported by a particular Game are identified within the Platform.

- Featured and exclusive Games support Promotional Play using Sweeps Coins. A participant holding eligible Sweeps Coins may enter Promotional Play on those Games without holding any Gold Coins and without making any purchase;
- Games that support Standard Play only are played with Gold Coins, are offered for entertainment purposes only, and provide no opportunity to receive a reward of value. Gold Coins may be obtained through optional purchases or through promotional offers, including the no-cost methods described in these Terms;
- Sweeps Coins may be obtained through the no-cost methods described in Section 6.2, and no purchase is necessary to obtain them;
- GTOA may restrict Game access based on eligibility, jurisdiction, provider requirements, or other criteria, provided that any such restriction applies without regard to the method by which a participant obtained Sweeps Coins.

7.7 Purchased Treasure Wheel Spins and Similar Entertainment Features

GTOA may make additional Treasure Wheel spins or similar entertainment-only features available for purchase. Any such purchased spins or purchased entertainment opportunities are Standard Play features and may award Gold Coins only.

Purchased Treasure Wheel spins and similar purchased entertainment opportunities do not award Sweeps Coins, Redeemable Sweeps Coins, cash, gift cards, or any other redeemable reward or item of monetary value.

Separate no-cost promotional spins or similar promotional opportunities may offer Sweeps Coins or other promotional rewards where expressly disclosed. Any such no-cost promotional opportunity is separate from purchased spins, requires no purchase or payment, and is governed by the Official Sweepstakes Rules and any applicable supplemental promotional terms.

A purchase or payment will not increase a participant's likelihood of being selected for, receiving, or winning through any no-cost promotional spin or other Promotional Play opportunity.

7.8 Game Availability and Modifications

GTOA may add, remove, or suspend Games; limit availability; update, modify, or discontinue proprietary Games; and correct errors in game data, balances, or results, subject to applicable law.

7.9 System Malfunctions

Platform or Game malfunctions may void affected gameplay. If a Game starts but does not conclude due to system failure, GTOA will use commercially reasonable efforts to reinstate the applicable Coins, subject to investigation under Section 7.4. A malfunction voids the affected play and any result, award, or balance display produced by it, and no award arising solely from a malfunction is payable.

7.10 Separate Game Environments and Balance Reconciliation

Certain Promotional Play may operate through an integrated or separate game environment in which an applicable Sweeps Coin balance is temporarily reflected separately from the primary Account balance. Where applicable, balances must be reconciled with the Customer Account before becoming available for redemption. Temporary processing or synchronization of balances does not by itself create or eliminate an otherwise valid game result or transaction. GTOA may reconcile balances as reasonably necessary to accurately reflect gameplay activity, applicable gameplay requirements, and redemption eligibility, and may correct verified duplicate deductions, failed transactions, or incorrect balances in accordance with applicable law.

8. VERIFICATION REQUIREMENTS

8.1 Mandatory Verification

We may conduct identity, age, location, and other checks as required by applicable law, payment-processor requirements, or our internal compliance program. Until verification is completed satisfactorily, redemptions may remain pending and Account restrictions may apply.

8.2 Enhanced Verification

Additional procedures apply to cumulative or single redemptions at or above thresholds established by GTOA and may include government-issued identification, proof of address, source-of-funds or source-of-wealth documentation, and signed affidavits or releases where permitted by applicable law.

8.3 Deadlines and Failure to Verify

If you do not provide requested documentation within thirty (30) days, we may restrict or close your Account. You cannot redeem and are not considered a winner until verification is complete and confirmed. GTOA will use reasonable efforts to identify the specific documentation required and to provide a reasonable opportunity to cure a deficiency before restricting or closing an Account solely for failure to verify.

9. FRAUDULENT CONDUCT AND MISUSE

9.1 Prohibited Conduct

You will not engage in:

(a) Platform Security Violations

- Hacking, probing, or attempting unauthorized Platform access;
- Modifying, reverse engineering, or decompiling Platform or Game code;
- Introducing viruses, malware, or harmful code;
- Circumventing Platform structure to obtain unauthorized information.

(b) Gameplay Violations

- Using bots, macros, scripts, automated entry or gameplay tools, artificial-intelligence agents, or other software-assisted methods, other than functionality operated or expressly authorized by GTOA;
- Using hardware devices providing an unfair advantage;
- Engaging in collusion, match-fixing, or unlawful coordination;
- Manipulating outcomes or interfering with fair Game operation.

(c) Account and Platform Abuse

- Creating, maintaining, or using multiple Customer Accounts without express authorization;
- Sharing an Account or allowing others to access it;
- Transferring, selling, trading, or assigning an Account, Coins, or rewards;
- Accepting transferred Accounts, Coins, or rewards.

(d) Location and Identity Violations

- Accessing the Platform via VPNs, proxies, or location-disguising tools;
- Providing false information about identity, age, location, or eligibility;
- Participating from an Ineligible Jurisdiction or on behalf of someone in an Ineligible Jurisdiction;
- Using identification documents belonging to another person.

(e) Financial Violations

- Using the Platform for money laundering or unlawful transfers;
- Purchasing Gold Coins with a business, corporate, or custodial Payment Medium;
- Using an unauthorized Payment Medium;
- Authorizing a Payment Medium transaction and later disputing it without valid cause;
- Attempting redemption through unauthorized, fraudulent, or misrepresented Payment Mediums.

9.2 Consequences and Enforcement

If GTOA reasonably determines that prohibited conduct has occurred, GTOA may suspend or restrict the Account, freeze or delay redemptions pending investigation, void affected gameplay or transactions, close the Account, adjust or recover Coins or rewards directly attributable to the prohibited conduct, decline future Accounts, reverse affected transactions, and pursue recovery of damages and related costs, in each case in accordance with these Terms, the Official Sweepstakes Rules, and applicable law.

GTOA may report conduct to law enforcement, regulators, payment processors, fraud-prevention providers, or other authorized parties where legally permitted. GTOA does not engage in open-ended sharing of player information with other gaming or sweepstakes operators.

The treatment of Account balances following any enforcement action is governed by Section 11, the Official Sweepstakes Rules, and applicable law. Redeemable Sweeps Coins that are not attributable to the prohibited conduct will not be forfeited where forfeiture is not otherwise authorized by the Official Sweepstakes Rules or applicable law.

10. REDEMPTION OF REWARDS

10.1 Eligibility Requirements

To redeem rewards, a participant must be an Eligible Participant with accurate Customer Account information, must hold sufficient Redeemable Sweeps Coins, and must satisfy applicable verification and redemption requirements. Sweeps Coins must satisfy the applicable gameplay requirement established under the Official Sweepstakes Rules before becoming eligible for redemption.

Sweeps Coins obtained through a no-cost method are subject to the same gameplay requirement, redemption treatment, verification standards, and redemption value as promotional Sweeps Coins accompanying an eligible Gold Coin package. No participant receives more favorable or less favorable redemption treatment based on whether a purchase was made.

10.2 Minimum Thresholds and Limits

- **Minimum Redemption:** A redemption request must satisfy the minimum redemption amount and other redemption requirements applicable when the request is submitted. The current minimum redemption amount, applicable limits, available redemption methods, applicable fees, and verification requirements will be displayed within the redemption flow before submission of the redemption request. Consistent with the prospective-application requirement in the Official Sweepstakes Rules, an increase to the minimum redemption amount applies prospectively and will not prevent a participant from redeeming Redeemable Sweeps Coins already held at the time of the change under the minimum in effect when those Redeemable Sweeps Coins were credited.
- **Redemption Limits:** GTOA may establish maximum redemption amounts, limits on the number or frequency of redemption requests, and other reasonable redemption limits. Such limits may vary by redemption method or channel. Current applicable limits will be clearly displayed or otherwise made available to the participant before a redemption request is submitted. GTOA may modify such limits from time to time on a prospective basis, subject to applicable law and any applicable notice requirements. The limits in effect at the time of a redemption request will govern that request.
- **Fees:** Any fee payable by a participant in connection with a redemption method will be clearly disclosed before submission of the redemption request and will be imposed only where permitted by applicable law. Fees imposed independently by a bank, financial institution, payment provider, or redemption provider are the responsibility of the participant except where prohibited by applicable law.

10.3 Proprietary vs. Third-Party Game Earnings

(a) SC earned through proprietary games are eligible for redemption in accordance with these Terms and the Official Sweepstakes Rules;

(b) SC earned through third-party games are eligible only if properly credited through Promotional Play. GTOA disclaims responsibility for third-party errors to the extent permitted by applicable law and will use reasonable efforts to coordinate with the applicable provider to correct crediting errors.

10.4 Redemption Value and Gift Card Redemptions

Subject to the Official Sweepstakes Rules and applicable redemption requirements, each Redeemable Sweeps Coin corresponds to the reward value established under the Official Sweepstakes Rules, which is currently US \$1.00 per Redeemable Sweeps Coin. Consistent with the prospective-application requirement in the Official Sweepstakes Rules, any change to the redemption rate applies prospectively and will not reduce the reward value of Redeemable Sweeps Coins already held in a Customer Account at the time of the change.

- **Format:** Where a redemption is fulfilled by digital gift card, the gift card is ordinarily delivered by email to the Account email address or another address verified as belonging to the Account holder. Delivery may be affected by verification requirements, issuing-merchant processing, or email delivery conditions.
- **Merchant Terms:** Gift cards are subject to the issuing merchant's terms. GTOA is not responsible for lost, stolen, or unclaimed cards once issued, except to the extent liability cannot lawfully be excluded.

10.5 Redemption Destination

Unless otherwise permitted by applicable law and expressly approved by GTOA following appropriate verification, a redemption destination must belong to or otherwise be verified as belonging to the eligible Account holder. GTOA may require identity, Account, payment-method, ownership, fraud-prevention, sanctions, tax, or other compliance verification before processing a redemption.

10.6 Redemption Processing

Redemption processing times may vary based on the redemption method, verification requirements, Account activity, compliance review, payment or redemption provider requirements, banking networks, technical conditions, and other relevant circumstances. Current processing information may be displayed or otherwise made available through the Platform. GTOA does not guarantee completion within a particular period where additional verification, investigation, third-party processing, or circumstances outside GTOA's reasonable control affect processing.

As a voluntary service commitment, GTOA will use reasonable efforts to notify a participant through the Platform or by email where a redemption request requires additional review, and to identify what is needed to complete the review.

11. ACCOUNT CLOSURE AND SUSPENSION

GTOA may suspend, restrict, or close an Account where GTOA reasonably determines that:

- Multiple Accounts exist (including inactive or previously closed Accounts) without express authorization;
- The registered name does not match the Payment Medium, or the Payment Medium is not beneficially owned by the Account holder;
- The Account has been made available to or used by another person;
- Gameplay has been unlawfully coordinated;
- A chargeback or payment dispute requires investigation under Section 5.3;
- Due diligence requirements were not satisfied, or money laundering or fraud has occurred;
- A VPN, proxy, or falsified identity or location has been used to bypass eligibility restrictions;
- Identity or source of funds cannot be verified within a reasonable period; or
- The Account holder is located in, or is a legal resident of, an Ineligible Jurisdiction.

Account balances, promotional benefits, Sweeps Coins, Redeemable Sweeps Coins, and pending redemptions following restriction, suspension, closure, or exclusion will be handled in accordance with these Terms, the Official Sweepstakes Rules, applicable law, and the circumstances giving rise to the Account action.

GTOA may share information with law enforcement, regulators, payment processors, fraud-prevention providers, or other authorized parties where legally permitted and consistent with the Privacy Policy. Where GTOA restricts, suspends, or closes an Account, GTOA will use reasonable efforts to notify the Account holder of the action and of the internal review process described in Section 14, except where notice is prohibited by law or would compromise an ongoing investigation.

12. RELEASE AND INDEMNIFICATION

12.1 General Release of Liability

To the maximum extent permitted by applicable law, by participating in Promotions, using the Platform, or redeeming rewards, you release, discharge, and hold harmless GTOA, its parent company, affiliates, subsidiaries, officers, directors, employees, agents, licensors, suppliers, distributors, partners, and representatives (collectively, "Released Parties") from liability, claims, actions, damages, losses, costs, or expenses arising from:

- (a) participation in Promotions or Platform use;
- (b) acceptance, possession, use, or misuse of rewards;
- (c) technical malfunctions, interruptions, or errors;
- (d) unauthorized access to or alteration of transmissions, data, or an Account;
- (e) human errors, omissions, or delays;
- (f) lost, late, misdirected, or undeliverable communications; and
- (g) any content or materials you submit.

This release does not apply to liability arising from GTOA's gross negligence, willful misconduct, or fraud, or to any liability that cannot lawfully be released, and does not release GTOA's obligation to process a validly earned and verified redemption in accordance with the Official Sweepstakes Rules.

12.2 Assumption of Risk

You acknowledge that participation carries inherent risks including data loss, technical issues, or inadvertent exposure to third-party content, and voluntarily assume such risks to the maximum extent permitted by applicable law.

12.3 Indemnification Obligation

You agree to indemnify, defend, and hold harmless the Released Parties from third-party claims, actions, demands, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from (a) your breach of these Terms or applicable laws; (b) your misuse of the Platform or a Game; (c) your negligence, fraud, or willful misconduct; (d) content, materials, or communications you submit; (e) your violation of third-party rights; or (f) claims related to your acceptance, possession, or use of rewards. This obligation applies only to the extent the claim arises from your own act or omission and does not apply to claims arising from GTOA's own conduct.

12.4 Statutory Waivers

To the extent you reside in a jurisdiction with a statute limiting the effect of a general release as to unknown claims, including California Civil Code §1542, you waive that protection only to the extent such waiver is permitted by applicable law and only with respect to claims that may lawfully be released. Nothing in these Terms waives any right or protection that cannot lawfully be waived.

12.5 Survival

This Section 12 survives termination, suspension, or expiration of an Account or participation and continues to apply to claims arising from Platform use or Promotion participation.

13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

13.1 Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, THE GAMES, PROMOTIONAL PLAY, AND ALL RELATED CONTENT, FEATURES, AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GTOA AND THE RELEASED PARTIES DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT.

GTOA does not warrant that the Platform or any Game will be uninterrupted, timely, secure, error-free, or free of viruses or other harmful components; that defects will be corrected; that results obtained from use of the Platform will be accurate or reliable; or that any particular Game, feature, promotion, or redemption method will remain available.

No advice or information, whether oral or written, obtained from GTOA or through the Platform creates any warranty not expressly stated in these Terms.

Some jurisdictions do not allow the exclusion of implied warranties. In those jurisdictions, the exclusions in this Section apply only to the extent permitted by applicable law, and any implied warranty that cannot lawfully be excluded is limited in duration to the minimum period permitted by applicable law.

13.2 Limitation of Liability

To the maximum extent permitted by applicable law, GTOA and the Released Parties are not liable for indirect, incidental, consequential, special, exemplary, or punitive damages (including lost profits, goodwill, or data) arising from Platform use or inability to use, Promotion participation or inability to participate, unauthorized access or alterations, technical failures, or other matters relating to the services.

Cap. Except as provided below, GTOA's total aggregate liability arising out of or relating to these Terms, the Platform, the Games, or Promotional Play is limited to the greater of (A) the amounts you paid to GTOA in the twelve (12) months preceding the event giving rise to the claim, or (B) one hundred U.S. dollars (US \$100). This limit applies in the aggregate to all claims, causes of action, and theories of liability taken together, and is not a per-claim or per-incident limit. Multiple claims do not increase this limit.

Exclusions from the cap. The limitations in this Section do not apply to (i) GTOA's obligation to pay or deliver a validly earned, verified, and approved redemption in accordance with the Official Sweepstakes Rules; (ii) liability arising from GTOA's gross negligence, willful misconduct, or fraud; or (iii) any liability that cannot lawfully be limited or excluded, including certain claims under applicable consumer-protection law.

Some jurisdictions do not allow the exclusion or limitation of certain damages. In those jurisdictions, the exclusions and limitations in this Section apply only to the extent permitted by applicable law.

The exclusions and limitations in this Section 13 are an essential basis of the agreement between you and GTOA and apply even if a limited remedy is found to have failed of its essential purpose.

14. CUSTOMER COMPLAINTS AND INTERNAL REVIEW

A user who wishes to dispute an eligibility determination, verification outcome, Account action, Sweeps Coin adjustment, redemption decision, transaction determination, or other Platform determination may submit a complaint through Customer Support at support@gtoarcade.com, submit an appeal to appeals@gtoarcade.com, or use another applicable contact method identified on the Platform.

GTOA will acknowledge complaints or appeals within three (3) business days and will use reasonable efforts to provide a substantive response within fifteen (15) business days, or to explain within that period why additional time is reasonably required. A dissatisfied user may request escalation to a senior reviewer, who will provide a final written determination.

Use of the internal complaint or appeal process is free of charge. Except for the informal dispute-resolution requirement expressly established in Section 15.3, use of GTOA's internal complaint or appeal procedure is not a condition precedent to any right or remedy that cannot lawfully be conditioned or waived.

Nothing communicated by Customer Support, an employee, contractor, agent, affiliate, social-media representative, or other representative of GTOA modifies, waives, or amends these Terms, the Official Sweepstakes Rules, or applicable supplemental promotional terms unless the modification or waiver is expressly authorized in writing by GTOA.

15. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS

15.1 Read Carefully

If you reside in or access the Platform in the United States, this Section is construed under and subject to the Federal Arbitration Act.

15.2 Agreement to Arbitrate

Except for disputes expressly excluded from arbitration under this Section, you and GTOA agree that any dispute, claim, or controversy arising out of or relating in any way to the Platform, a Customer Account, these Terms, the Official Sweepstakes Rules, a Promotion, Promotional Play, Gold Coins, Sweeps Coins, purchases, payments, redemptions, communications, advertising, privacy practices, Account restrictions or closure, or the relationship between you and GTOA will be resolved exclusively through final and binding arbitration on an individual basis rather than in court.

This agreement applies to claims based on contract, statute, regulation, ordinance, tort, fraud, misrepresentation, negligence, consumer-protection law, equity, or any other legal or equitable theory, and applies to claims arising before or after acceptance of these Terms to the maximum extent permitted by applicable law.

The arbitrator has authority to resolve disputes concerning the interpretation, applicability, scope, formation, or enforceability of this arbitration agreement, except that a court of competent jurisdiction will determine any challenge specifically concerning the enforceability of the waiver in Section 15.7 and any matter that applicable law requires a court to determine.

This arbitration agreement is governed by the Federal Arbitration Act to the fullest extent applicable.

15.3 Informal Dispute Resolution

Before either party commences arbitration, the party asserting a dispute must provide the other party with written notice describing the nature and factual basis of the dispute and the relief requested.

Notices to GTOA must be sent to legal@gtoarcade.com or to the Legal Department mailing address identified in Section 15.8. Notices from GTOA may be sent to the email or mailing address associated with the Customer Account.

The parties will make a good-faith effort to resolve the dispute informally for at least thirty (30) days after receipt of the notice before arbitration is initiated, unless applicable law requires otherwise. Participation in the internal review procedure described in Section 14 satisfies this informal-resolution requirement where the submission provides substantially the information required above.

Any applicable limitations period will be tolled during the thirty (30) day informal-resolution period to the extent required by applicable law.

15.4 Arbitration Procedures

Arbitration will be administered by JAMS pursuant to the JAMS arbitration rules applicable to the dispute and, where applicable, the JAMS Consumer Arbitration Minimum Standards then in effect. The arbitration will be conducted before a single neutral arbitrator.

Proceedings may be conducted by video conference, telephone, written submissions, or at a location reasonably convenient to the consumer, consistent with applicable JAMS rules and the JAMS Consumer Arbitration Minimum Standards.

The arbitrator may award any remedy or relief available to an individual claimant under applicable law that the parties could obtain in court, but may award relief only in favor of the individual party seeking relief and only to the extent necessary to resolve that party's individual claim, except where applicable law requires otherwise.

Nothing in this Section requires a consumer to pay arbitration costs, travel to a location, or follow procedures inconsistent with mandatory JAMS Consumer Arbitration Minimum Standards or applicable law. Where applicable JAMS rules impose arbitration fees exceeding the amount the consumer would be required to pay to commence an individual action in the applicable court of general jurisdiction, GTOA will pay the excess to the extent required by JAMS rules or applicable law.

Each party will bear its own attorneys' fees and costs unless an award of attorneys' fees or costs is authorized by applicable law or these Terms, or the arbitrator determines that applicable law permits such an award.

15.4A Coordinated or Mass Arbitration

If twenty-five (25) or more substantially similar arbitration demands are asserted against GTOA by or with the assistance, coordination, financing, or representation of the same or coordinated counsel, organization, or group within a one hundred eighty (180) day period, the demands may constitute a coordinated or mass arbitration.

Any such proceeding will be administered under any applicable JAMS Mass Arbitration Procedures and Guidelines then in effect, to the extent those procedures apply and are consistent with mandatory consumer protections and applicable law.

Nothing in this Section authorizes class arbitration, consolidated arbitration, representative arbitration, or relief on behalf of any person other than the individual claimant, except where expressly required by applicable law. The parties may agree, or JAMS may determine under applicable procedures, to use reasonable batching, bellwether, mediation, scheduling, or case-management procedures designed to promote efficient resolution while preserving each claimant's individual substantive rights.

15.5 Small-Claims Exception

Notwithstanding the arbitration agreement, either party may bring an individual action in a court of competent small-claims jurisdiction if the claim qualifies for that court and is pursued solely on an individual, non-class, non-representative basis.

If a claim initially filed in small-claims court is transferred, removed, appealed, or otherwise proceeds outside that court's small-claims jurisdiction, either party may elect to require arbitration to the extent permitted by applicable law.

15.6 Public Injunctive Relief

To the extent applicable law prohibits arbitration of a particular claim or request for public injunctive relief, only that claim or request will be severed and may proceed in a court of competent jurisdiction after all arbitrable claims have been resolved, unless applicable law requires otherwise. All other claims remain subject to individual arbitration.

15.7 Class, Collective, Representative, and Consolidated Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND GTOA AGREE THAT EACH PARTY MAY ASSERT CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLAIMANT, CLASS MEMBER, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR PARTICIPANT IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, COORDINATED, MASS, OR REPRESENTATIVE PROCEEDING.

THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MORE THAN ONE PERSON, PRESIDE OVER ANY FORM OF CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, OR AWARD RELIEF FOR OR AGAINST ANY PERSON WHO IS NOT AN INDIVIDUAL PARTY TO THE ARBITRATION, EXCEPT TO THE EXTENT APPLICABLE LAW EXPRESSLY REQUIRES OTHERWISE.

If a final judicial determination holds that a particular portion of this waiver is unenforceable with respect to a specific claim or remedy, that claim or remedy will be severed and heard by a court of competent jurisdiction, and all remaining claims will continue in individual arbitration to the maximum extent permitted by law.

This Section does not prevent the application of administrative procedures adopted by JAMS for coordinated or mass filings where those procedures do not convert individual arbitrations into a class or representative proceeding.

15.7A Waiver of Jury Trial

TO THE EXTENT A DISPUTE IS PERMITTED TO PROCEED IN COURT RATHER THAN ARBITRATION, YOU AND GTOA EACH KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. This waiver does not apply where a jury-trial waiver is prohibited or unenforceable under applicable law.

15.8 Right to Opt Out of Arbitration

You may opt out of the arbitration agreement in this Section by providing written notice within thirty (30) days after the date you first accept the version of these Terms containing the arbitration agreement. The notice must include your full legal name, Customer Account email address, and an unequivocal statement that you wish to opt out of the arbitration agreement. Notice may be sent to:

Golden Ticket Online Arcade – Attn: Legal Department
2186 Jackson Keller Rd, Suite 2269, San Antonio, TX 78213

or by email to legal@gtoarcade.com.

An arbitration opt-out applies only to the individual submitting the notice and does not affect any other provision of these Terms. Opting out will not result in closure, suspension, reduction of Platform access, loss of promotional eligibility, or other adverse Account treatment solely because the user exercised the opt-out right. GTOA will retain records reasonably sufficient to establish whether a valid and timely arbitration opt-out was received.

15.9 Survival

This Section 15 survives Account suspension, Account closure, self-exclusion, termination of these Terms, discontinuation of the Platform, completion of a Promotion, redemption of rewards, and any other termination of the relationship between the parties, with respect to disputes arising from or relating to events occurring during the relationship.

15.10 Severability of Arbitration Provisions

Except as expressly provided in Section 15.7, if any portion of this arbitration agreement is found invalid or unenforceable, that portion will be severed or limited to the minimum extent necessary, and the remaining provisions will remain enforceable to the fullest extent permitted by applicable law.

No finding concerning the enforceability of a provision as applied to one claimant, claim, remedy, or jurisdiction will render the provision unenforceable as to another claimant, claim, remedy, or jurisdiction, except where applicable law requires otherwise.

16. PUBLICITY, WINNER INFORMATION, AND USER CONTENT

16.1 Announcement of Promotional Results

To the extent permitted by applicable law, by participating in Promotional Play a participant acknowledges and agrees that GTOA may publish or display limited information reasonably necessary to announce, verify, document, or communicate the results of a Promotion, giveaway, drawing, Sports Pick, leaderboard, tournament, or other promotional activity, including through the Platform, GTOA communications, and GTOA's official social media channels.

Such information may include the participant's first name, first name and last initial, Customer Account username or display name, general state or jurisdiction of residence, promotional result, and the amount or nature of a reward received or redeemed.

GTOA will not publish a participant's full residential address, private contact information, payment information, government identification information, date of birth, or other sensitive personal information for promotional purposes. Where reasonably practicable, GTOA will use a shortened, partially anonymized, or display-name version of a participant's identity when publicly announcing promotional results.

16.2 Limits of the Announcement License

The limited publication of winner or promotional-result information described in Section 16.1 does not constitute an endorsement by the participant and does not authorize GTOA to use the participant's photograph, image, likeness, voice, testimonial, personal statement, or other identifying content in advertising or promotional creative without the participant's separate authorization.

Nothing in this Section authorizes GTOA to make a false or misleading statement about a participant, to falsely imply that a participant endorses GTOA, or to use personal information in a manner prohibited by applicable law or the Privacy Policy.

16.3 Requesting Removal or Opting Out

A participant may request that GTOA use only their Customer Account username or display name in promotional-result announcements, or may request that GTOA omit them from future announcements, by contacting Customer Support at support@gtoarcade.com. GTOA will honor such a request on a prospective basis within a reasonable period.

A participant may also request removal of a specific previously published announcement, and GTOA will consider the request in good faith. GTOA is not required to remove or alter an announcement where retention is reasonably necessary to verify a promotional result, comply with applicable law, or respond to a dispute, and GTOA cannot control republication of content by third parties.

This Section does not limit any right to access, correct, delete, or restrict the use of personal information available under applicable law or the Privacy Policy.

16.4 Advertising, Testimonial, and Endorsement Uses

Where permitted by applicable law and appropriately disclosed in connection with a particular Promotion, GTOA may request a participant's or winner's authorization to use their full name, image, likeness, voice, statements, testimonial, photograph, video, or other approved information for advertising or promotional purposes. Any such use will be subject to the applicable authorization, promotional terms, Privacy Policy, and applicable law.

16.5 User-Submitted Content

Content voluntarily submitted by a user for publication, posting, display, promotion, community participation, testimonial use, or another Platform feature may be subject to a separate license or permission disclosed in connection with the applicable submission or Platform feature.

16.6 No Condition on Redemption

Redemption of a reward is not conditioned on granting publicity rights except where a publicity release is expressly required, clearly disclosed in connection with a specific Promotion before participation, and permitted by applicable law.

Section 16.1 survives Account closure with respect to announcements already published in accordance with this Section.

17. RESPONSIBLE SOCIAL GAMEPLAY

17.1 Commitment to Responsible Gameplay

GTOA is committed to supporting responsible social gameplay. Games are for entertainment only. We encourage players to enjoy Games responsibly, take breaks, and set limits consistent with their personal circumstances.

17.2 Tools and Controls

GTOA may make responsible social gameplay tools and controls available from time to time, which may include activity reminders, Account or transaction history, purchase limits, gameplay limits, temporary access restrictions, self-exclusion, permanent Account closure, or other responsible social gameplay controls. The availability, functionality, duration, and configuration of individual tools may vary. Current options are described through the Platform or the Responsible Social Gameplay Policy.

Where a player requests or activates a responsible social gameplay restriction, GTOA may apply reasonable safeguards, including cooling-off periods, before permitting a restriction to be increased, removed, or otherwise made less restrictive.

Requesting or activating a responsible social gameplay control does not, by itself, result in forfeiture of Redeemable Sweeps Coins. See Section 4.8.

17.3 Access to Support

Players seeking assistance may contact support@gtoarcade.com or responsiblegaming@gtoarcade.com for help or to request implementation of controls, or may use live chat in the Help Center. Support staff are trained to respond to responsible social gameplay and Account restriction requests and to escalate them promptly.

17.4 External Resources

If you believe gameplay is becoming problematic, the support organizations listed in the Responsible Social Gameplay Policy may be able to help. That Policy contains the current and complete list of resources. Resources include:

- 988 Suicide & Crisis Lifeline: call or text 988, available 24/7;
- Crisis Text Line: text HOME to 741741, available 24/7;
- SAMHSA National Helpline: 1-800-662-HELP (4357), available 24/7;
- National Alliance on Mental Illness (NAMI): www.nami.org;
- Local support: dialing 211 connects you with local community resources and support services.

These organizations are independent and are not affiliated with GTOA. They do not provide customer support or dispute resolution. If you are experiencing a mental health emergency, call or text 988, or call 911.

18. COMMUNITY STANDARDS AND ENFORCEMENT

18.1 Prohibited Conduct

You may not use the Platform to:

- (a) harass, threaten, bully, or incite violence;
- (b) post hate speech or discriminatory content;
- (c) post obscene, sexually explicit, excessively violent, defamatory, or otherwise inappropriate content;
- (d) spam, flood, advertise, or run misleading promotions;
- (e) impersonate others, disclose private information, or invade privacy;
- (f) distribute malware, malicious code, or phishing links;
- (g) coordinate cheating, collusion, or unfair gameplay; or
- (h) engage in unauthorized solicitation, advertising, promotions, recruiting, or other commercial activity without GTOA's prior written approval.

18.2 Moderation and Monitoring

GTOA may monitor community features and review communications for compliance with these Terms, including player-to-player messaging, posts, comments, live chat, and any current or future communication features made available through the Platform or any official GTOA-operated or GTOA-sponsored community channel. GTOA may remove content, restrict or disable community features, suspend or close Accounts, or take other appropriate enforcement action against users who engage in unauthorized solicitation, advertising, promotions, recruiting, other commercial activity, or any conduct that violates these Terms or applicable law.

18.3 Enforcement Measures

GTOA may:

- (a) remove or edit content;
- (b) mute, restrict, or revoke community feature access;
- (c) suspend or close Accounts;
- (d) void gameplay, entries, or redemptions directly connected to violations, subject to Section 11; and
- (e) report conduct to law enforcement, regulators, payment processors, social media platforms, or other authorized parties where legally permitted.

18.4 Good-Faith Complaints and Criticism

Good-faith complaints, Customer Support disputes, reviews, opinions, or criticism of GTOA, standing alone, do not violate these community standards and are not grounds for enforcement action, Account restriction, or forfeiture. Nothing in this provision prevents GTOA or any other person from exercising rights or remedies available under applicable law in response to unlawful conduct.

18.5 Appeals and No Waiver

A decision not to act on a violation does not waive the right to enforce these Terms later. If you believe an enforcement action was in error, you may submit an appeal under Section 14 or by emailing appeals@gtoarcade.com with your Account details and supporting information. Appeals will be reviewed in accordance with Section 14.

18.6 Support Communications

Support staff may provide information about promotions during live chat or email interactions. Such information is for convenience only and does not amend these Terms, the Official Sweepstakes Rules, or any supplemental promotional terms.

19. MARKETING AND LIVE CHAT COMMUNICATIONS

19.1 Consent and Scope

GTOA may send transactional, security, verification, Account, redemption, policy, and other non-marketing service communications reasonably necessary to administer the Platform or a Customer Account.

GTOA may also send marketing communications through email, SMS/MMS, push notifications, in-platform communications, social media, or other channels where the user has provided any consent required by applicable law. Marketing preferences and consent may be withdrawn through the methods made available by GTOA, subject to communications that are necessary to administer an active Account or otherwise permitted by applicable law.

19.2 Opt-Out Controls

- **Email:** Click the “unsubscribe” link in any marketing email.
- **SMS/MMS:** Reply “STOP” to any message. Message and data rates may apply. Reply “HELP” for assistance.
- **Push and in-app:** Adjust your device or Account settings.

Transactional or service communications (for example, verification requests, redemption confirmations, security alerts, or support replies) are not marketing communications and may continue while your Account remains open. GTOA will honor opt-out requests promptly and will not condition eligibility for any Promotion on receiving marketing communications. Where a player self-excludes, GTOA will take reasonable steps to suppress direct marketing communications to that player, as described in the Responsible Social Gameplay Policy.

19.3 Live Chat and Support

The Platform may provide live chat for support, onboarding, or promotional engagement. By using live chat, you agree that communications may be monitored, recorded, and retained for training, compliance, and quality assurance, subject to applicable law and the Privacy Policy. Support representatives do not provide legal, financial, or tax advice. Informational statements made in live chat do not amend these Terms. Abusive or harassing behavior toward staff may result in restriction, suspension, or closure under Section 18.

19.4 Accuracy and Conflicts

GTOA uses commercially reasonable efforts to ensure the accuracy of marketing and live chat information; however, errors or discrepancies may occur. If a discrepancy arises between marketing or live chat communications and these Terms, these Terms control, subject to the order of precedence in Section 26. Where an advertisement, promotional material, social-media post, affiliate description, or other communication describing Promotional Play conflicts with the Official Sweepstakes Rules, the Official Sweepstakes Rules control.

19.5 Third-Party Delivery Channels

If communications are delivered via social media, ad networks, or messaging services, your participation is also subject to the applicable third-party terms. GTOA is not responsible for delays, delivery failures, or inaccuracies caused by third-party platforms.

20. PROMOTIONAL PERIODS, SUPPLEMENTAL TERMS, AND MODIFICATIONS

GTOA is the sponsor and administrator of Promotions. Platform servers are the official time-keeping mechanism.

Individual Promotions may be subject to supplemental promotional terms establishing the applicable promotional period, eligibility requirements, entry or claim limits, available rewards, result or winner-determination criteria, odds or method of determining odds where applicable, cancellation or postponement procedures, and other material conditions.

Supplemental promotional terms are effective only where clearly disclosed before participation, and may not reduce or eliminate any no-cost method of participation or any other right required by applicable law.

GTOA may prospectively modify, suspend, cancel, or discontinue a Promotion where reasonably necessary for legal, regulatory, security, fraud-prevention, technical, provider, fairness, operational, or other reasons permitted under the Official Sweepstakes Rules and applicable law. Where notice is required by applicable law, GTOA will provide such notice. A subsequent change will not retroactively alter an otherwise valid completed game result or Promotional Play outcome.

21. PROCESSING DELAYS AND PLATFORM LIABILITY

GTOA does not guarantee uninterrupted Platform access or error-free Game operation. Delays or failures in processing purchases, redemptions, or Promotions may occur due to technical issues, verification requirements, third-party processors, banking networks, or events beyond reasonable control. GTOA is not liable for such delays, failures, or errors except to the extent caused by its gross negligence or willful misconduct or where liability cannot lawfully be excluded.

22. TAX REPORTING AND WINNER NOTIFICATIONS

GTOA may request taxpayer identification information, require applicable tax documentation, perform withholding, report rewards or redemptions to governmental authorities, and issue Form 1099-MISC or any other applicable tax information return where required by law. Participants remain responsible for determining and satisfying their individual tax obligations.

You may be required to submit a completed IRS Form W-9 (or other applicable tax form) as a condition of redemption. Winners may be notified within the Platform or by email to the Account email address. GTOA does not provide tax advice; participants should consult a qualified tax professional regarding their individual circumstances.

23. SANCTIONS AND RESTRICTED PERSONS

Individuals on the U.S. Treasury Department's Specially Designated Nationals (SDN) list or other applicable restricted-persons lists are not eligible to participate in any aspect of the Platform. GTOA may request documentation to confirm compliance and may restrict Accounts pending sanctions screening.

24. PRIVACY, DATA PROTECTION, AND SECURITY

GTOA's collection, use, disclosure, and retention of personal information is described in the Privacy Policy, which is incorporated into these Terms by reference. GTOA processes personal information for Account administration, eligibility and identity verification, fraud prevention, AML and sanctions compliance, responsible social gameplay, redemption processing, tax reporting, customer support, and, where consent is required, marketing.

As a voluntary standard applied to all users regardless of state of residence, and beyond what applicable law may require in every jurisdiction, GTOA:

- Does not sell personal information, and does not share personal information for cross-context behavioral advertising except as described in the Privacy Policy. Where any GTOA activity constitutes a sale or sharing of personal information under applicable law, GTOA provides the opt-out method described in the Privacy Policy and honors opt-out preference signals such as the Global Privacy Control where GTOA is able to receive and process them;
- Provides all users with the ability to request access to, correction of, or deletion of their personal information, subject to legal, tax, AML, fraud-prevention, and recordkeeping obligations that require retention;
- Does not knowingly collect personal information from anyone under twenty-one (21) years of age and will delete such information promptly upon discovery, subject to applicable retention obligations;
- Maintains administrative, technical, and physical safeguards designed to protect personal information; and
- Will notify affected users of a security incident involving their personal information consistent with applicable law and without unreasonable delay.

Privacy requests may be submitted by emailing support@gtoarcade.com with the subject line "Privacy Request," and opt-out requests by using the subject line "Privacy Opt-Out," as described in the Privacy Policy.

25. ACCESSIBILITY AND VOLUNTARY CONSUMER COMMITMENTS

25.1 Accessibility

GTOA is working toward conformance with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA as a voluntary standard. Users who encounter an accessibility barrier may contact support@gtoarcade.com, and GTOA will use reasonable efforts to provide the requested information or functionality through an alternative accessible method.

25.2 Additional Consumer Protection Practices

In addition to requirements otherwise established under these Terms, the Official Sweepstakes Rules, applicable GTOA policies, and applicable law, GTOA maintains certain consumer-protection practices described in this Section.

These practices are intended to promote fair and transparent Platform administration and do not create a separate cause of action, independent warranty, fiduciary duty, or remedy beyond any right or remedy otherwise available under these Terms, the Official Sweepstakes Rules, applicable GTOA policies, or applicable law. Several of these practices restate obligations established elsewhere in these Terms or in the Official Sweepstakes Rules, and those obligations continue to apply on their own terms.

Nothing in this Section limits any right or remedy that cannot lawfully be waived. These practices may be modified prospectively where reasonably necessary to address legal, regulatory, security, fraud-prevention, payment-processing, service-provider, operational, or compliance requirements, subject to applicable law and the notice provisions in Section 26.

- Redeemable Sweeps Coins are not forfeited solely because a player voluntarily closes an Account, self-excludes, or activates a responsible social gameplay control;

- A chargeback or payment dispute, standing alone, is not treated as proof of fraud and does not automatically invalidate legitimate sweepstakes winnings;
- No administrative deduction or penalty fee is applied to a refund issued because a purchase was made from an Ineligible Jurisdiction;
- Complaints and appeals are acknowledged within three (3) business days and receive a substantive response, or an explanation of the need for more time, within fifteen (15) business days, with escalation to a senior reviewer available on request;
- Advance notice is provided to the email address on file before an Account is treated as dormant in a manner affecting Redeemable Sweeps Coins, together with a reasonable opportunity to redeem;
- Materially adverse amendments are subject to the notice provisions in Section 26, and Sweeps Coins already held are administered under the gameplay requirement, minimum redemption amount, and redemption value in effect when they were credited, except where a change is required by applicable law or is favorable to the participant;
- Player information is not shared with other gaming or sweepstakes operators on an open-ended basis;
- Redemption of a reward is not conditioned on granting perpetual publicity rights, and promotional-result announcements are limited to the information described in Section 16.1, with an option to be identified only by display name or omitted from future announcements;
- Arbitration costs exceeding the equivalent court filing fee are paid by GTOA, and opting out of arbitration carries no adverse Account consequences; and
- Where GTOA voids or corrects gameplay because of its own error or a technical failure, GTOA will use reasonable efforts to restore the affected player to the position occupied immediately before the affected participation.

26. GOVERNING LAW, ORDER OF PRECEDENCE, AND GENERAL PROVISIONS

Governing Law. South Carolina law governs these Terms (excluding conflict-of-law rules), subject to Federal Arbitration Act preemption in Section 15. Nothing in this provision deprives a consumer of the protection of mandatory provisions of the law of the consumer's state of residence that cannot be derogated from by agreement.

Severability. If any provision is held invalid or unenforceable, it will be modified to the minimum extent necessary, or severed if modification is not possible, and the remainder will remain in full force and effect.

Relationship and Order of Precedence. These Terms, the Official Sweepstakes Rules, Privacy Policy, Age & Eligibility Policy, Responsible Social Gameplay Policy, Refund Policy, Referral & Affiliate Program Policy, and applicable supplemental promotional terms collectively govern use of the Platform.

The Official Sweepstakes Rules control in the event of a conflict concerning Promotional Play, Sweeps Coins, sweepstakes eligibility, methods of entry, reward eligibility, redemption, or another sweepstakes-related matter. Supplemental promotional terms may control a promotion-specific matter to the extent expressly permitted by the Official Sweepstakes Rules and applicable law. These Terms control dispute resolution, arbitration, the class-action waiver, the jury-trial waiver, general Platform access, Account use, intellectual property, community conduct, and other general Platform contractual matters not expressly controlled by the Official Sweepstakes Rules or applicable supplemental terms. Applicable law controls to the extent a right or obligation cannot lawfully be waived or modified.

Assignment. You may not assign these Terms. GTOA may assign, transfer, or delegate these Terms in connection with a merger, acquisition, reorganization, or sale of assets, or to an affiliate, provided that the assignee assumes GTOA's obligations under these Terms, including obligations relating to Redeemable Sweeps Coins and pending redemptions.

Amendments. GTOA may amend these Terms, applicable policies, operational requirements, jurisdictional availability, limits, or Platform procedures prospectively from time to time, and may amend the Official Sweepstakes Rules as provided in those Rules.

Where a material amendment limits existing participant rights or materially increases participant obligations, GTOA will provide reasonable advance notice where required by applicable law.

Except where immediate or earlier action is reasonably necessary to comply with applicable law, a regulatory or governmental directive, an enforcement action, a court order, a security or fraud-prevention requirement, or a payment-processor or service-provider requirement, or to prevent material harm to the Platform or its users, GTOA will ordinarily provide at least thirty (30) days' notice before a materially adverse amendment becomes effective.

Where required or reasonably appropriate, users may be required to affirmatively accept revised Terms before further Platform use or Promotional Play.

Changes will not retroactively alter a validly completed Promotion, a validly submitted redemption request, a vested redemption right, or a dispute that arose before the applicable change became effective, except where required by applicable law.

No Waiver. A failure to enforce any provision is not a waiver of the right to enforce it later.

Force Majeure. Neither party is liable for a failure or delay in performance caused by events beyond its reasonable control, except that this provision does not excuse GTOA from processing a validly earned and verified redemption once the event has ended.

Headings and Interpretation. Headings are for convenience only. "Including" means "including without limitation." These Terms will not be construed against a party solely because that party drafted them.

Application Store Platforms. Where the Platform is made available through a third-party application store or distribution platform, Promotional Play is offered solely by GTOA. Promotional Play is not sponsored, endorsed, administered by, or associated with Apple Inc., Google LLC, or any other application store or distribution platform, and no such platform bears any responsibility in connection with Promotional Play.

Language. These Terms are made available in English. If a translation is provided for convenience and an inconsistency arises, the English-language version controls, except where applicable law requires otherwise.

No Third-Party Beneficiaries. Except for GTOA's affiliates, service providers, licensors, officers, directors, employees, agents, and representatives to the extent expressly protected under these Terms, these Terms do not create rights or remedies in any person or entity that is not a party to them.

Entire Agreement and No Reliance. These Terms, the Official Sweepstakes Rules, Privacy Policy, Age & Eligibility Policy, Responsible Social Gameplay Policy, Refund Policy, Referral & Affiliate Program Policy, and applicable supplemental promotional terms constitute the applicable agreement between GTOA and the user concerning the matters they address and supersede prior or contemporaneous statements concerning those matters to the extent permitted by applicable law. Users acknowledge that Platform participation is governed by the written terms applicable to the relevant activity and not by oral statements, informal messages, support communications, social-media comments, advertisements, or other communications that conflict with those written terms. Nothing in this provision excludes liability for fraud, intentional misrepresentation, or another matter that cannot lawfully be excluded.

Authority to Modify or Waive Terms. No employee, Customer Support representative, contractor, affiliate, promoter, streamer, social-media representative, or other person has authority to modify or waive these Terms, the Official Sweepstakes Rules, eligibility requirements, redemption requirements, or other applicable policies unless expressly authorized by GTOA in a written instrument or through an authorized Platform modification. GTOA's failure or delay in enforcing a provision in a particular circumstance does not waive its right to enforce that provision or another provision in the future.

Electronic Acceptance and Records. Electronic acceptance of these Terms has the same force and effect as a handwritten signature to the extent permitted by applicable law. GTOA may maintain records reasonably designed to evidence a user's acceptance of applicable Terms, Rules, policies, promotional terms, and material updates, including the version accepted, date and time of acceptance, Account identifier, device or network information, acceptance method, and other records reasonably relevant to establishing assent. Users are responsible for reviewing the Terms and policies presented to them before acceptance.

Contractual Limitations Period. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES, OR SUCH LONGER MINIMUM PERIOD AS APPLICABLE LAW REQUIRES. This provision does not shorten any limitations period that applicable law prohibits the parties from modifying and does not apply to claims for which a contractual limitations period is legally prohibited.

Protective and Equitable Relief. Notwithstanding the arbitration provisions in Section 15, GTOA may seek temporary, preliminary, or emergency injunctive or equitable relief from a court of competent jurisdiction where reasonably necessary to prevent or stop unauthorized access, hacking, fraud, theft, misuse of intellectual property, disclosure of confidential information, circumvention of security or eligibility controls, or other conduct creating an immediate risk of irreparable harm. Seeking such temporary or emergency relief does not waive arbitration of any arbitrable claim for damages or other relief.

Electronic Communications. You consent to receive Account-related notices and disclosures electronically. You may request a paper copy of these Terms at no charge by contacting support@gtoarcade.com.

VOID WHERE PROHIBITED

Promotions are void where prohibited, restricted, or regulated by law and are subject to all applicable federal, state, and local laws and regulations.

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Questions? support@gtoarcade.com