

These are the general terms and conditions of sale and use of the Services offered by Winerz to Users, they are a legally binding agreement between Winerz and the Users. Their purpose is to define the terms and conditions of use of the Services, to regulate the use of the Website and to specify the rights, obligations and legal rights of the Users.

Winerz whose owner is Alpha Wolf Gaming OÜ – 16051599 - Harju maakond, Tallinn, Kesklinna linnaosa, Sakala tn 10, 10141, is a private company under Estonian law offering an online platform dedicated to e-sport games, and more particularly soccer games, allowing Players who have won a Tournament to win part of the Game Fees paid by their opponents, the amount of which varies according to the type of tournament.

Winerz is not considered as a gambling website don't need to have a licence in order to operate in most countries. No gambling is allowed within the Services. The Competitions enabled through the Services utilize skill-based games, meaning the outcome of all relevant games are based predominantly upon the skill of Match participants, not chance. Winerz does not have knowledge of the probability of any particular participant winning a match, and makes no representations about an individual user's chances of winning.

Winerz is not endorsed by, directly affiliated with, maintained or sponsored by Apple Inc, Electronic Arts, Take-Two Interactive, Microsoft, Xbox, Sony or Playstation. All content, games titles, trade names and/or trade dress, trademarks, artwork and associated imagery are trademarks and/or copyright material of their respective owners.

The term "Winerz" refers to the company with which the User has an agreement for access to the Services it offers.

The Privacy Policy and Cookies attached hereto, determine and set forth the manner in which Winerz collects and uses the data and information provided and submitted by the Users.

- Article 1. Definitions
- Article 2. Agreement to the Conditions of Use
- Article 3. Scope of the Services
- Article 4. Content
- Article 5. User Capacity, Accessibility and Verification
- Article 6. Platform operation
- Article 7. Conditions applicable to the User
- Article 8. Payment
- Article 9. Sponsorship system
- Article 10. Obligations of Winerz
- Article 11. Obligations of the User
- Article 12. Prohibited activities and behavior

- Article 13. Permanent or temporary ban
- Article 14. Liability of Winerz
- Article 15. Liability of the User
- Article 16. Intellectual property
- Article 17. Duration - Closure of the Player Account
- Article 18. Confidentiality, Personal Data and Cookies
- Article 19. Applicable Law - Language - Dispute Resolution
- Article 20. General Provisions
- Article 21. Modification of the Conditions

Art 1. Definitions

For the purposes of these Terms and Conditions, capitalized words and phrases shall have the meanings set forth below, whether used in singular or plural form

« Prize pool »	refers to the winnings earned by Players from their victories.
« Commission »	refers to the percentage deducted by Winerz from each Play Right.
« Competition »	refers to the online competitions created and organized by the Users and Winerz under the conditions defined in article 6.1.
« Player Account »	refers to the personal space dedicated to Users giving them access to the Services.
« Conditions »	refers to the general terms and conditions of sale and use accessible on the Website (www.winerz.com).
« Console »	refers to PS4, XBOX ONE, SWITCH, PC.
« Contract »	refers to the binding legal agreement between the User and Winerz.
« Game Fees »	refers to the participation fee paid by each Player to participate in the Tournament.
« Game »	refers to the games available on the Platform, namely FIFA and PES.
« Player »	refers to the registered User member on the Platform.

« Litigation »	refers to disputes between Players, either any disagreement over the outcome of the Competition or disputes between Players during the course of the Competition.
« Coins »	refers to the currency of the Platform (1 coin = 0.088 euros).
« Platform »	refers to the space made available to the User on the Website allowing him/her to access and participate in the Games. The space offers a messaging system allowing the exchange between Users during the Competitions.
« Policy »	refers to the Winerz privacy policy included in Appendix 1.
« Rules »	refers to the specific rules applicable during the Competitions.
« Services »	refers to the services offered by Winerz and agreed upon by the User in the Conditions.
« Website »	refers to the website www.Winerz.com available via a computer or via the application.
« Users »	refers to any private individual (and in particular the Player), accessing the Website and/or registered on the Platform.

Art 2. Agreement to the Conditions

The fact that the User accesses the Website and/or registers on the Platform implies full acceptance of the Conditions and the User's obligation to respect their terms, which is expressly acknowledged by the User.

Art 3. Scope of the Services

3.1. The Services

The Website allows registration on the Platform which allows Players to access online sports games, in particular PES and FIFA, without their availability on the Website being the result of a partnership relationship

(sponsorship or otherwise) with the publishers and owners of the Games (Konami or Electronics Arts, Inc. and others) or the Consoles.

In the absence of registration on the Platform, access to the Services is limited and the User has no right to participate in the Competitions

The Competitions are organized in accordance with the Terms and Conditions set forth in Section 6.1.2.

The Services include:

- the provision of the Platform,
- the connection between the Users,
- the provision of resources necessary for the organization of the Competitions,
- the provision of resources necessary for the participation of the Users in the Competitions,
- the provision of a payment platform dedicated to the Game Fees,
- the provision of a payment system allowing the withdrawal of the sums contained in the Prize Pools.

3.2 Independence of the contractual relationship

The contractual relationship between the Players and Winerz is independent. There is no subordination link between the Users and Winerz, even when it is one of the Users who organizes the Competitions.

3.3. Links to third party sites

The Platform may contain links to third party sites, which are subject to their own specific terms of service and data protection practices.

Winerz is not responsible for the accuracy or availability of third-party services, or the content, products or services available from such services. Links to such third-party sites should not be construed as an endorsement by Winerz of their services and terms.

Users are solely responsible for the use of these links and any damages that may result from their use.

3.4. Availability and accessibility

Winerz cannot guarantee uninterrupted and continuous availability and accessibility of the Services. Winerz may limit access to the Services, or some of them, if necessary, including:

- in case of an external threat,
- for maintenance purposes,

- to residents of certain countries that prohibit access to the Services.

Winerz has the right to improve or modify the Platform and add new Services and features at any time.

Art 4. Content

4.1. Winerz Content

The content available on the Site such as logos, images, trademarks, videos, sounds, software, graphics belongs exclusively to Winerz or to its licensors or third parties who have granted it an authorization ("Winerz Content").

The Winerz Content may be protected in whole or in part by Estonian or foreign copyright, trademark and/or other laws and regulations.

The User shall not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices embedded in the Winerz Content.

The trademarks and trade names and other distinguishing marks of Winerz used on or in connection with the Platform are trademarks or registered trademarks of Winerz.

No license or right is granted to the User to the Winerz Content.

Subject to compliance with the Terms, Winerz grants a limited, non-exclusive, non-transferable, revocable and non-sublicensable license to the User to:

- download and use the Winerz application on his/her personal device(s),
- access the Winerz Content made available on the Platform,
- consult the Winerz Content only for his/her personal use.

4.2 User Content

Winerz allows Users to create, send, receive, and store content, such as images, videos, graphics, and other materials produced in the course of creating a Player Account and participating in Tournaments, and as such, the User's Use of the Platform results in the creation of content ("User Content").

The User grants Winerz a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, assignable and sublicensable license to the User Content to access, use, reproduce, store, create derivative works from, distribute, modify, transmit, publish, broadcast and otherwise exploit the User Content in order to provide and/or promote the Platform in any other

medium. Nothing in the Terms shall be deemed to limit Winerz's rights to use or exploit the User Content

Except with the express consent of the User, Winerz will not claim any ownership rights to the User Content.

Winerz identifies each User by photographs provided by the User when creating the Player Account and are used on the Platform.

The User acknowledges that Winerz has the right to use the photograph provided by the User for advertising, marketing and/or other commercial purposes in any medium, without the need to inform the User and without financial consideration.

Winerz may, without prior notice, remove or disable access to any User Content deemed to be in violation of the Terms or Regulations, or potentially harmful or unacceptable to Winerz, other Users or third parties.

Section 5. User Capacity, Accessibility and Verification

5.1. Capacity

Access to the Website and the subscription of Users to the Platform Services is exclusively reserved for private individuals who are legally responsible and capable of contracting, and in particular for those who have reached the legal adult age in the Player's place of residence.

In any event, persons under 18 years of age may not use the Services.

The Customer acknowledges that he/she has the required capacity to contract, acquire and use the Services.

5.2. Access to the Platform

Access to the Platform is limited to the Users who have created a Player Account under the conditions defined in Article 7.1.

Winerz may make access to and use of the Platform or certain features subject to additional conditions or requirements, such as submission to a verification procedure, and the fulfilment of certain eligibility criteria, including but not limited to:

- confirmation of identity,
- confirmation of legal adult age,
- confirmation of bank details for participation in the Tournaments and payment of the Game Fees,
- regulations applicable in the User's country of residence that may restrict access to and use of the Services.

The User's access to or download of the Winerz application on his or her cell phone or tablet may require the acceptance of special and general terms and conditions, and additional license agreements.

Additionally, Winerz may use mapping services such as Google Maps or Google Earth, including APIs offered by Google that are subject to additional terms and conditions.

5.3. Verification of Users

For purposes of transparency and fraud prevention, subject to applicable laws and regulations, Winerz may:

- consult third-party databases to verify the accuracy of the information provided by the User during registration,
- subject Users to additional checks necessary to verify their identity
- in the event of a new registration of the User, check his background as a Player,
- request additional information from Users.

Winerz is not liable for the confirmation of the identity of its Users.

Art 6. Platform operation

6.1. The Competitions

6.1.1. Types of Competitions

Different Competitions can be organized (hereinafter the "Types of Competitions"):

- 1-on-1 Duel (hereinafter the "Match"): A competition between two Players where each player pays one Game Fee,
- Team Tournaments of 4, 8, 16, 32 and 64 Players with one Game Fee for each Player.

Access to Competitions may be limited based on Player level. Player level increases incrementally based on the number of wins in a total of 10 matches. The Player must win a minimum of 7 out of 10 games to level up.

To stay at the same level, the player must win a minimum of 4 out of 10 games. If the player wins less than 4 games, he/she loses a level (if not at level 1).

6.1.2. Organization of the Competitions

Competitions can be organized around the Games available on the Platform. However, there is no partnership, licensing, affiliation,

subordination or other relationship with the owners of the various Games, including Konami or Electronic Arts Inc, or their licensees.

Competitions may be organized by the Users themselves, Winerz or third parties, such as e-sport companies and Winerz ambassadors.

Third parties are duly selected by Winerz and may only run Competitions via an administrator account, access to which will be guaranteed and secured by Winerz.

Users may create Competitions at any time, they may freely set the Game Fees in accordance with the Terms. The User is free to determine the Game to be played in the Competition, the Type of Competition, the Player level required for the Competition, the date and time of the Competition and the type of Console allowed.

6.1.3. Competition Process

Users may register for Competitions organized and available on the Platform. Once the Game Fees have been paid, Players join the Competitions at the dates and times indicated. The Competitions take place in accordance with the Rules.

At the end of each Competition, Players have 10 minutes to fill in the score of the Competition, validate or contest the result of the Competition.

If there is no dispute, Players will enter the name of the winner. If the name indicated by the different Players is different, a Dispute is automatically created. In case of dispute, the Player must send the proof justifying his dispute to Winerz via the form on the dispute page.

As soon as a Dispute is received, Winerz will inform the other Players.

Winerz will decide within seven (7) days from the date of the dispute whether to take action or to dismiss the dispute of the Player or Players.

In the absence of evidence, the challenge is automatically rejected.

6.1.4. Arbitration by Winerz

Winerz will arbitrate the relationships between Players, and reserves the right to cancel certain Competitions when they are held in violation of the Terms and Conditions.

In addition, Winerz reserves the right to take any appropriate action against a Player suspected of being involved in illegal activity or behaving in a manner that is likely to violate the Terms and Conditions and the Rules.

Depending on the various incidents that may occur during Competitions, Winerz reserves the right to sanction Players by issuing yellow or red cards. The following is a non-exhaustive list of major carding incidents:

« Yellow Card »	« R
Providing inaccurate information to an opponent for the purpose of misleading him or her.	Two warnings, of which the first is a Yellow Card.
Providing inaccurate information to an opponent in order to gain a competitive advantage in a Competition.	Providing false or inaccurate information in a Competition in order to gain a competitive advantage.

The Yellow Card shall serve as a first warning to the Player.

The Red Card sanctions the player by exclusion in accordance with Article 13.

6.1.5. Cancellation of Competitions

Winerz can decide to cancel a tournament

6.2. Messaging System

The Platform provides a free messaging system allowing Players to communicate with each other during the Competitions.

Specific rules are included in the Rules to ensure a peaceful and pleasant game atmosphere.

Players are prohibited from using the messaging system for any purpose other than those set out in the Rules. Each Player is solely responsible for any harmful consequences that any unauthorized use of the messaging system may have caused.

The conversations are recorded and saved by Winerz for the time necessary to resolve any dispute or legitimate suspicion on the part of Winerz regarding the use of the messaging system by the Player.

6.3. Game Fees

The use of the Platform is free of charge. Only the participation in the Competitions requires the payment of a Game Fee by the User.

The cost of the Game Fee is displayed on the Platform in coins.

Game Fees are freely determined by the Competition organizer and vary according to the type of Competition. Once set, it cannot be changed once other Players have paid the fee.

The Game Fee may not be less than **x coins**, nor more than **x coins**.

At the end of each Competition, the winner receives his or her Game Fee, together with the Game Fees paid by the other Players who participated in the Competition, minus a commission taken by Winerz in accordance with section 6.4 below.

Except in the special circumstances set forth in the Terms and Conditions, the Game Fee is non-refundable.

6.4. Commission on Game Fees

Winerz charges a maximum 15% commission on the total cost of the Game Fees paid by each Player.

Winerz shall deduct its commission before paying the corresponding fee to the winner(s) of the Competition.

Winerz reserves the right to change the Commission rate at any time. Any changes will be communicated to the Users by email and through their Player Account and will be applicable to Competitions held after the change takes effect.

No other fees will be charged to the Players by Winerz for the use of the Services.

6.5. Player Registration for Competitions

The Users shall register for the Competitions of their choice when spots are available.

In order to participate, the Users must pay the Game Fee as defined in section 6.3 below. Competitions can be arranged 1 week before the date set by the organizer.

If the number of Players required for the Competition is not reached, the Competition may be cancelled or postponed depending on the type of Competition, only after validation by Winerz. In some cases, Winerz may allow an extension of the deadline for registration for the Competition.

6.6. Prizes to the winning Players

6.6.1 Winner of a Match

The winning player of a match wins the Game Fee paid by him and his opponent, minus any commissions taken by Winerz.

6.6.2 Winning a Match

The winner of the Tournament wins a first amount.

In case of more than one winner, the second and third winners also win a percentage of the total amount of the Game Fees, minus the Commission per Player.

6.7 Withdrawal

Once payment of the Game Fee has been confirmed, the Player registered for a Match has a withdrawal period of up to 10 minutes before the start of the Competition.

6.8 Refunds

Game Fees paid by the User will be refunded only in the following cases:

- if the User is unable to use the Services due to unavailability of the Platform for more than 24 hours, causing the cancellation of the Competition,
- in case of a Match, when the other Player cancels his/her participation,

In all other cases, the User will not be refunded his Game Fees.

Refunds will only be made from the User's prize pool in the Player's Account. The Player will only be entitled to a refund if he/she has provided Winerz with a copy of his/her ID and bank details. Otherwise, the Game Fees will not be refunded.

Art 7. Conditions applicable to the User

7.1. Creating a Player Account

7.1.1 General information

The use of the Platform requires the creation of a Player Account. Only the creation of a Player Account allows the User to have the status of Player and to organize and participate in Competitions.

The creation of the Player Account itself is free, it does not entail any registration or membership fees.

In order to validate the Player Account, the User must validate his/her identity through the upload of his/her ID in his/her personal space. An identity control API is installed to verify the identity of the User.

Once the Player's Account is verified, the User receives Coins (offered) in order to be able to pay the Competition Fees and to benefit from the Platform for free.

Users are not allowed to create multiple Personal Accounts. The User may not create multiple accounts belonging to the same household, device or IP address. If it is established that similar accounts exist, Winerz may block the Prize Pools and consider excluding the User(s).

The Player Account is assumed to be used by the User himself. The Player Account is personal and non-transferable.

Users are prohibited from assigning or transferring their Player Account to a third party. The User is solely responsible for the use by a third party of his Player Account and for any breach of confidentiality obligations incumbent upon him.

Winerz reserves the right to refuse the creation of a Player Account to any User whose information provided does not comply with the requirements for access to the Services as indicated in the Terms.

Users are not allowed to buy coins and ask for a withdrawal without participating to Competitions with these coins.

7.1.2 Information required

Winerz may request certain documents necessary to identify the User, and in particular:

- - copy of the user's ID,
- - bank statement,
- - proof of address,
- - a photograph or image for identification purposes during the Competitions,
- - a telephone number.

7.1.3. Required information

The User chooses a login and a password.

The User undertakes to keep his/her login and password confidential in order to avoid their use by a third party of his/her Player Account.

The User undertakes to provide identification data in a complete, truthful and not misleading way, and to update it without delay in case of change.

7.1.4. Loss, theft or forgetfulness of login and password

In the event of forgetting, loss, theft or any fraudulent act with regard to his/her Player Account, the User must inform Winerz without delay.

Winerz undertakes to process the User's request as soon as possible.

Except for unauthorized use of his/her Player Account, and if the User has shown diligent behavior, the User is solely responsible for the use of his/her Player Account.

7.1.5. Right to the image

The User is free to choose the photograph or image that identifies him/her and to communicate it when creating his/her Player Account.

The User expressly and unreservedly consents to Winerz using and exploiting his photograph or image, by reproduction and/or representation for the purpose of promoting the Services on any communication medium and in particular, electronic communication such as social networks.

Authorization to use the User's image is granted free of charge and without consideration. The User therefore waives the right to demand from Winerz and any authorized third party any remuneration or compensation for the use of his/her image in accordance with the Terms and Conditions.

7.2. Equipment

In order to access the Site, the User must have a good internet connection, the Game, and be in possession of his/her own equipment, in particular the consoles admitted to the Competitions, as well as any other computer support that may be required in the description of the Competition.

7.3. Authorization to record the User's bank details

When registering, the User authorizes the registration of his bank details.

7.4. Prize Pool

7.4.1. The Prize Pool is personal and non-transferable

Prize Pools are personal and non-transferable. Each User has a dedicated prize pool on their Player Account. Players may not transfer any winnings from the Prize Pools between themselves.

At the end of each Competition, the winning Player's Prize Pool is credited with the other Players' Game Fees, minus the Commission.

The User will use the money in his prize pool to pay for the Game Fees to enter a Competition.

Unless the Player's Account is permanently closed, any winnings in the Prize Pool can only be released when the balance reaches the sum of **x coins** or 35 Euros.

The User can opt for a total or partial release of the amounts available in the Prize Pool. The amounts available in the Prize Pool can only be released to the bank account provided by the User when creating his/her Player Account and validated by Winerz.

Winnings do not accrue interest.

Winerz reserves the right to verify the requested withdrawals.

Art 8. Payment

8.1. Payment systems

The purchase of Coins by the User is made online via a secure payment system where the corresponding amount is deposited in the User's Prize Pool.

Cash and check payments are not accepted.

The funds used by the Users for the payment of the Coins must come from the bank account given by the User at the time of the creation of his/her Player Account and validated by Winerz.

By accepting the Terms and Conditions, the User accepts the general conditions of use of the chosen payment system, without this choice being interpreted as an approval by Winerz of their general conditions. The User is informed that the procedures, terms, availability and times for deposit or withdrawal may vary, depending on the payment systems, states and financial institutions.

8.2. Anti-money laundering

Transactions are verified by Winerz to prevent money laundering activities.

Payments must be made with own funds legally acquired only from the bank account provided by the User when creating his/her Player Account.

The User is informed that any suspicious activity will be reported by Winerz to the competent authorities. In the event of the opening of an investigation by the competent authorities, Winerz is under no obligation to warn the concerned Player.

Art 9. Sponsorship system

Users can sponsor third parties.

For each sponsored third party that purchases Coins on the Platform, the sponsored User will obtain Coins from his Prize Pool which he/she can only use for the payment of Game Fees.

Winerz reserves the right to refuse sponsorships whose sponsored third parties do not meet the requirements of the Terms and Conditions

Art 10. Obligations of Winerz

Winerz undertakes an obligation of means towards the Users with regard to the provision of the Platform and access to its Services.

Winerz undertakes to correct and make the necessary changes to any errors resulting from technical failures on the Website.

When, a refund is possible in accordance with the Terms and Conditions, Winerz undertakes to refund the User as soon as possible.

Art 11. Obligations of the User

The User declares and acknowledges that he/she uses the Platform only for entertainment purposes and that his/her interest in the Services is personal.

The User undertakes to respect the Terms and Conditions and the Regulations in force on the Website.

The User is prohibited from using, reproducing, adapting, modifying, creating derivative works, distributing, licensing, selling, transferring, publicly displaying, transmitting, disseminating or exploiting the Platform or the Winerz Content, except as expressly permitted by the Terms and Conditions.

Users are prohibited from using the Platform to post, upload, publish, submit or transmit User Content that is:

- fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive
- inciting discrimination, bigotry, racism, intolerance, hatred, harassment or harm to any individual or group
- encouraging illegal or dangerous activities or substances,
- defamatory, libelous, obscene, pornographic, vulgar or offensive
- violent or threatening or promotes violence or threatening acts against any other User,
- violates the Winerz Rules.

If any amounts have been mistakenly credited to a User's Player Account, the User must notify Winerz immediately at the following address Winerz LIMITED xxx

Art 12. Prohibited activities and behaviors

It is up to the Users to comply with the laws, rules and regulations applicable to the use of the Platform.

The Users are forbidden to:

- violate or circumvent any applicable laws or regulations
- violate or circumvent the Terms and Conditions,
- use the Platform for purposes unrelated to participation in the Competitions,
- using any unauthorized means to access the Platform to fraudulently extract data or interact with the Platform
- using programs or automated devices that disrupt the normal running of the Competitions,
- use discriminatory language (racial, ethnic, religious, sexual, physical, age, health, or other), or engage in abusive, violent, or dangerous behavior
- use, display or copy the Platform or its Content, or any individual item appearing on the Platform, the Winerz name, any trademark, logo or other proprietary information, the design or layout of any page or form appearing on any page of the Platform, without the express written consent of Winerz
- attempt to circumvent or damage any software implemented by Winerz and its suppliers
- attempt to disassemble, decrypt, decompile or reverse engineer the software used to provide the Platform
- attempt to harm or damage the Winerz brand in any way, or derivative terms in domain names, trade names, trademarks or other source identifiers,
- disrupt or interfere in any way with the performance or proper functioning of the Platform
- use the Website for commercial purposes without the express permission of Winerz.

The User acknowledges that Winerz has no obligation to monitor the use of the Platform, yet it has the right to do so in order to:

- operate, protect and improve the Platform,
- verify compliance with these Terms and Conditions,
- comply with applicable regulations, as well as any court order or decision, administrative action, law enforcement requests, public agencies or governmental bodies
- respond to any conduct that Winerz deems harmful or unacceptable,

- for the purposes set forth in the Terms and Conditions.

Users agree to cooperate with and assist Winerz in good faith, to provide requested information and to take reasonable steps regarding improper use of the Platform

Any User who considers that another User has engaged in, or is engaging in, inappropriate, offensive, violent or sexually inappropriate behavior must immediately report it to the appropriate authorities and then report it to Winerz.

Art 13. Permanent or temporary ban

Winerz reserves the right to ban the User from accessing his/her Player Account temporarily, or even to delete his/her Player Account permanently, and to deny him/her access to the Services in the following cases:

- - violation of the Terms and Conditions,
- - inability to verify the identity of the User,
- - failure to verify the User's bank account, providing false or unverifiable information when creating a Player Account,
- - cheating or attempted cheating during a Tournament,
- - match fixing,
- - failure to update personal information,
- - payment fraud,
- - the User is at the origin of a Litigation of an exceptional gravity,
- - the User has been the object of a Red Card,
- - the use of the Services is prohibited in the Player's State of residence,
- - any behavior that Winerz considers contrary to the Terms and Conditions and likely to hinder the proper use of the Platform by other Users.

The User is informed of any measure being considered by Winerz with regard to him/her

In case of ban for one of the above-mentioned reasons, Winerz reserves the right to keep the amounts of the Prize Pool not yet released by the User on the day of the ban.

The duration of the exclusion of the Player due to a Red Card varies according to the number of Red Cards received by the Player:

- 1st Red Card: temporary ban for a period of 48 hours,
- 2nd Red Card: temporary ban for a period of 1 week,
- 3rd Red Card: temporary ban for a period of 1 month,
- 4th Red Card: temporary ban for a period of 3 months,

- 5th Red Card: temporary ban for a period of 1 year.

Art 14. Liability of Winerz

Winerz is only liable in the event of a proven breach of its commitments under the Terms and Conditions. However, Winerz does not guarantee that access to the Website and the Platform will always be possible.

In the event that a Competition is or must be interrupted due to a computer or other system failure, and the Competition cannot be run without errors and/or difficulties attributable to Winerz, Players will have the option of cancelling the Competition and receiving a refund of their Game Fees, which may be, at their option, credited to the Player's Prize Pool, or refunded to their Player's bank account.

Users agree that Winerz does not guarantee the results of the Competitions, which are dependent on the skill and ability of the Players.

Winerz is not responsible for any technical damage caused to the devices used by the User as a result of using the Platform.

Winerz does not guarantee that the Website and its Platform or Services are appropriate, available or permitted by the laws and regulations applicable in the User's country of residence. Winerz does not provide any legal advice in this regard. Winerz is not liable for any violation of laws or regulations relating to transactions made by Users.

Winerz is not liable for the access, content and use of links to third-party websites. The User is solely responsible for the use of links to third party websites and for any damage that their use may cause.

Art 15. Liability of the User

The Client is solely responsible for the completeness, reliability and accuracy of the information and documents he/she provides, as well as for the way the Platform is used.

The Platform and its Content are provided without any guarantee.

The Player acknowledges that his registration to the Platform and the use of the Services is a personal initiative that may be prohibited in his country of residence. In this sense, the Player is solely responsible for compliance with the internal laws of his state of residence.

Winerz reserves the right to close Player Accounts opened by residents of countries that prohibit the use of services whose activity is similar or identical to the Services offered by Winerz.

Art 16. Intellectual property

The Website and the Winerz Content is the property of Winerz and is protected by Estonian and international laws relating to intellectual property.

Any total or partial reproduction of this content is strictly forbidden and is likely to constitute an offence of counterfeiting and/or unfair competition.

Winerz does not claim any intellectual property rights over the Game and Console trademarks displayed on the Site used solely for the purpose of providing Services.

Art 17. Duration - Closure of the Player Account

The Agreement is valid for an indefinite period of time from the date of acceptance of the Terms and Conditions.

The User may request the termination of his Player Account at any time.

The deletion of a Player Account will result in the User's unregistration for the Tournaments in which he/she was scheduled to participate without necessarily implying the cancellation of the Competition.

The User will only be entitled to the refund of the Game Fees and/or the payment of the Prize Pool under the conditions provided for herein.

Winerz may immediately and without notice terminate the Agreement or limit access to the Platform in case of User's breach of the Terms and Conditions.

A Player Account that has not been used for an uninterrupted period of 365 days is considered inactive and may be closed by Winerz. The decision to close the account is taken at the discretion of Winerz, after two unsuccessful reminders within the following time limits:

- a first automatic reminder will be made on day 365 of inactivity,
- a second automatic reminder within 10 days of the first reminder,
- Failure to respond within 5 days of the second reminder will result in the closure of the Player Account.

The closure of the Player Account results in the retention of the available Prize Pool by Winerz.

Art 18. Confidentiality, Personal Data and Cookies

Within the framework of the use of the Website and the Platform, Winerz may collect and process personal data concerning the Users, in accordance with the regulations applicable to the protection of personal data.

A privacy policy and cookies are annexed to the Terms and Conditions and are made available to Users on the Site.

Art 19. Applicable law - Language - Dispute resolution

19.1. Applicable law

The contractual relations between Winerz and the Users are governed by Estonian law, excluding the rules of private international law. The mandatory consumer protection regulations of the country of residence of the User are excluded from this provision.

19.2. Language

The Terms and Conditions are written in English.

In the event that they are translated into one or more foreign languages, only the English text shall be deemed authentic in the event of a dispute.

19.3. Amicable settlement

In the event of disputes and/or difficulties of execution and before any legal proceedings, the Users and Winerz undertake to try to resolve them amicably.

The User who is a European national can use the online dispute resolution service offered by the European Union via the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=FR>

19.4. Competent Jurisdiction

In the absence of an amicable agreement between Winerz and the Users, all disputes that may arise from the Agreement, concerning its validity, interpretation, execution, resolution, consequences and aftermath shall be submitted to the competent Estonian courts. This provision does not include mandatory consumer protection provisions from the User's country of residence.

The Provider's failure to enforce one or more of the provisions of this document does not constitute a final waiver of his/her rights, nor does it relieve the Client of his/her obligations.

Art 20. General Provisions

20.1. Titles

The wording of the clauses of the Terms and Conditions is chosen for ease of reading but has no effect on the interpretation that must be given to the provisions.

20.2. Annexed Documents

The Privacy Policy, the Cookies, the Rules and any additional documents are an integral and indivisible part of the Terms and Conditions.

20.3. Severability of the clauses

The possible cancellation of one or more clauses of the Terms and Conditions shall not affect the other stipulations, which shall continue to have full and complete effect insofar as the general structure of the Terms and Conditions can be safeguarded.

Art 21. Modification of the Terms and Conditions

Winerz reserves the right to make any changes to the Terms and Conditions, which will then be posted on the Website and/or notified directly by e-mail to the User.

In the event that the new stipulations do not suit the User, the latter must stop using the Website's Services without delay.