

Welcome to Winners and [MyWinners.com](https://www.mylongwharf.com)

Please read the following Terms and Conditions of Account Wagering (“Terms and Conditions”) carefully. This Agreement describes the terms and conditions applicable to your use of the MyWinners.com website (the “Website”) and the account wagering services (the “Services”) provided by Sportech Venues, Inc. (“Sportech”), under the trade name and doing business as Winners (collectively, “Winners”). Your access to and use of the Website is subject to your acceptance of these Terms and Conditions and to all applicable State and Federal regulations.

In order to better serve you, Winners and its affiliates will regularly update and enhance the Website and may from time to time revise the Terms and Conditions. Winners will notify you whenever the Terms and Conditions are changed, and before new rules are applied to your wagering account, including the opportunity for you to close or cash in your wagering account. You, as a customer account holder, shall be deemed to have accepted the Terms and Conditions of the Services upon establishing and maintaining a balance on your wagering account.

Wagering Account Application Requirements

Winners shall have the right at any time and for any reason to refuse to provide the Service, including but not limited to opening a wagering account, accepting any wager, accepting a deposit, or closing a wagering account.

Winners wagering accounts will only be established in the name of an individual meeting the criteria set forth below and are non-transferable. Winners will not accept applications for corporations, trusts, partnerships, beneficiaries or custodial accounts. Any individual prohibited from wagering by the Connecticut Department of Consumer Protection (“DCP”) shall be prohibited from establishing a Winners wagering account or placing a wager.

To establish and/or maintain a wagering account, the applicant must:

- Be at least eighteen (18) years old.
- Be a resident of the State of Connecticut or one of the states from which Winners accepts accounts (please refer to the Website for a list of eligible states). Residents outside the State of Connecticut will not be able to open online accounts or place wagers over the Internet but can place wagers over the telephone using the live operator (“Telebet”) or Automated Teller wagering services.
- Provide the following personal information: full legal name, principal residence address, telephone number, social security number, and date of birth.
- Provide a valid email address in order to access the wagering and account management sections of the Website.
- Have read and agree to abide by all of these Terms and Conditions.
- Allow Winners to use third-party services to authenticate your wagering account information. All information used to authenticate your account is kept completely confidential.
- Agree to pay all charges posted to your wagering account.
- Notify Winners immediately regarding any change of personal information such as telephone number and address.
- Refrain from wagering if you move to another state that is not on the list of eligible states or out of the country.

- Acknowledge that Winners has the right, but not the obligation, to monitor the use of the Website and other Winners wagering services to determine and assure compliance with these Terms and Conditions and any other rules established by Winners or at the lawful order or request of any governmental or judicial agency of competent jurisdiction pursuant to applicable law or regulation.
- When submitting an account application in person at a Winners OTB location, submit a completed Internal Revenue Service (“IRS”) W-9 Withholding Form along with your application.

Winners also reserves the right to close any wagering account for any reason in its sole discretion. Upon closing a wagering account, all funds will be returned to the customer account holder via check mailed to the registered address on file with Winners.

A minimum balance of \$1 must be maintained in an active account in order for the customer to receive racing information.

The address provided by the customer account holder to Winners is deemed to be the proper address for the purposes of mailing checks, statements of account, wagering account withdrawals, notices, or other appropriate correspondence unless written notification is on file with Winners.

The wagering account is for the exclusive personal use of the named customer account holder only. No other person may wager or otherwise access the wagering account. The customer account holder agrees to notify Winners immediately of any unauthorized use of a customer wagering account, password, PIN or a registration profile.

Only one wagering account per verified person will be allowed.

All customer account holders will adhere to the method or methods of identification that Winners may require in order to access a wagering account.

Each wagering account will have a unique account number, which may be changed at any time by Winners so long as Winners informs the customer account holder in writing of such change.

The wagering account may be accessed by the use of a username or an account number and a password or PIN (depending on the method of access) to be used by the customer account holder to confirm the validity of every wagering account transaction. The customer account holder will select a username, secret code or password and PIN upon opening the account. The account number is assigned by the Tote System. The username and the password are used to access the Website. The account number and Secret Code, PIN or password are used to verify the customer account holder’s identity when using the Telebet Service or the Automated Teller touch-tone telephone wagering service (PIN only), when using the wagering account at one of Winners’ Connecticut OTB venues or discussing the customer’s wagering account with a Winners Customer Service representative.

In the event that the customer account holder is unable to recall a wagering account number, password, Secret Code or PIN, Winners will use other identifying information to verify the identity of the customer account holder. Winners may change the password or PIN at any time without explanation so long as Winners informs the customer account holder in writing of such change. Customer account holders may change their passwords, Secret Codes or PINs by calling Customer Service.

The customer account holder bears the responsibility for maintaining the secrecy of his or her wagering account number, Secret Code, PIN and password.

Customer account holders will be responsible for all wagers placed through their wagering accounts by any person providing the correct identifiers and using the wagering account.

Wagering accounts may not be opened or used in any way for any illegal or improper purpose, including but not limited to:

- Evading any reporting requirement;
- Performing or hiding any criminal or illegal activity;
- Bribery/gratuity, check fraud, credit/debit card fraud, embezzlement/theft, unusual use of checks or wire transfers or false or conflicting ID(s);
- Attempting to wager on an event you cannot or are not supposed to wager on (such as a wager by or on behalf of a participant in the event such as a jockey);
- Activity that does not represent legal gambling activity or does not have a valid business or lawful purpose; or
- Activity that otherwise appears to be suspicious or not within normal wagering activity.

Account Procedures: Wagering, Deposits and Withdrawals

Wagering

Winners allows you to wager: (i) with your Winners wagering account online (Connecticut residents only); (ii) over the phone using the Winners Telebet Service or Automated Teller service; or (iii) in person at a Winners off-track wagering branch.

Winners has the right at any time and for what it, in its sole discretion, deems good and sufficient reason to refuse to accept all or part of any wager. All wagering conversations and Customer Service conversations shall be recorded by the Winners Customer Service center. All wagering transactions shall be recorded, subject to regulatory approval, and stored for a period of time establishing by regulation, or a minimum of one (1) year.

Winners commingles with all tracks. In the event that there is a failure to merge pools with another track, according to state law, a separate Connecticut pool may be created and Connecticut odds will be paid. Connecticut odds may differ from track odds. If for any reason the wager is not commingled with the pool at the track or in a separate Connecticut pool, the wager will be refunded.

Payments on winning wagers will be posted as credits to the customer wagering account as soon as the race is declared official, barring technical difficulties. As a customer account holder, you are responsible for verifying proper credits and of notifying Winners if you do identify a discrepancy between the statement record and your records. To question a statement entry, please contact Customer Service.

Wagering Online (Connecticut residents ONLY)

Go to the Website and sign in using your Username and Password. This will bring you to the main wagering screen.

Wagering Over the Phone with Telebet

Account holders can place wagers with a live operator teller through the Telebet Service. Call the Telebet number during operating hours and provide your account number and password or PIN.

Wagering Over the Phone with Automated Teller

The Automated Teller service allows wagering account holders to use a touchtone telephone to access their wagering accounts, obtain an account balance and place wagers. You can find instructions for using the Winners Automated Teller here. You can also request that a copy of the instructions be emailed, mailed or faxed to you by contacting Customer Service.

Canceling a Wager

Canceling an Online Wager

A customer account holder may cancel online wagers that are no greater than \$750 up to one (1) minute prior to post time for the race on which the wager was made. The number of cancelled wagers by a customer may not exceed twenty (20) per calendar week. Other restrictions may apply.

To cancel an online wager that meets the above criteria, please follow these steps:

1. Select "My Account".
2. Select the wager you would like to cancel by clicking on that transaction record.
3. If the wager is eligible for cancellation, a "Cancel Wager" button will display. If the wager is ineligible, the button will not display.
4. Select the "Cancel Wager" button.
5. Select "Confirm" to confirm the cancellation request.
6. Cancellation rules are subject to change.

Canceling a Telebet Wager

All Telebet wagers are final and no wager shall be cancelled by an operator after the wager has been accepted unless all wagers in the relevant pool are cancelled, or unless the request to cancel the wager is made during the single wagering conversation in which the wager to be cancelled was made.

When placing a wager through a Telebet operator, the operator will repeat your wager to confirm its accuracy. Listen carefully as the operator repeats your wager. Once the wager, as repeated by the operator, is entered and the wagering conversation with the Telebet operator has ended, all wagers made during such conversation are final.

Canceling an Automated Teller Wager

All wagers placed through the Winners Automated Teller service are final, and no wager shall be cancelled through the Automated Teller service after the wager has been accepted by the customer account holder unless all wagers in the relevant pool are cancelled, or unless the request to cancel the wager is made during the single Automated Teller call in which the wager to be cancelled was made.

When placing a wager through the Automated Teller service, the system will repeat the wager back to the customer. The customer will then accept, cancel or repeat this information. Once the customer has accepted the wager and the Automated Teller wagering call has ended, all wagers made during such call are final.

Wager Cancellation Policy

For questions concerning Sportech's wager cancellation policy, please call Customer Service.

Deposits

Winners offers several convenient methods for funding your wagering account including:

Online Deposits (available to Connecticut residents ONLY)

Online funding methods available include:

- Automated Clearing House (ACH) via electronic funds transfer from a bank account; and
- Visa or MasterCard credit or debit cards.
- Online Deposit using ACH

Important Information about ACH: the ACH process allows electronic transfers of funds over the Internet.

There is no fee from Winners for the use of ACH, however, Winners reserves the right to adjust the fee schedule. You are responsible for any fees charged by your bank. Fees charged by your bank will not be displayed prior to confirmation of your ACH request.

ACH deposits will be held for up to five (5) business days (excluding Saturdays, Sundays and holidays). Additional information about ACH transfers includes the following:

- The minimum ACH deposit to be accepted is \$10.00.
- ACH deposit transactions returned for any reason will result in a \$25.00 charge to your wagering account, and may result in limits being placed on the amount of future ACH transfers.
- Any fees charged by your financial institution for deposits that are returned unpaid are your responsibility, and you agree to repay Winners for such fee or charge upon demand.

Winners reserves the right to recover unpaid deposits and fees from your Winners wagering account. Winners may pursue all relief that may be available to it at law or in equity, and you agree to pay reasonable attorneys' fees incurred.

Winners reserves the right to lock your wagering account until your unpaid fees and charges are paid to Winners.

You represent that the financial institution account you are utilizing for ACH transfers is held in your name and that the funds being deposited are your own.

You take full responsibility for all ACH transfers made to your Winners wagering account in accordance with your instructions.

Online Deposit with Credit or Debit Card

Winners offers secure online deposit through MasterCard and Visa.

To fund your Winners account with Visa or MasterCard, simply log into your Winners account and click on the "Fund Account" located in the upper menu and follow instructions for credit card deposits.

When funding your wagering account using a credit card:

- The minimum transaction amount is \$1.00; the maximum transaction amount is \$500. Credit/Debit card transactions are limited to a total of \$9,999.00 per day.
- Credit cards must be in the name of the account holder and the billing address for the credit card account must match the wagering account holder's residential address on file for the wagering account.
- Accounts are usually credited within a few minutes of transaction.
- Winners and/or the credit card service provider reserves the right to decline any credit transaction.
- Any bank fees or charge backs are the responsibility of the account holder.
- It is recommended that you retain a copy of your funding transaction records and the Website Terms and Conditions.

Please note that Winners charges a credit card processing fee of 3.5% for the amount deposited into your wagering account. Fees are subject to change.

Deposit In Person

Deposits to wagering accounts can be made in person at any Winners OTB location.

The following types of deposits will be accepted in person for deposit into a wagering account:

- Cash;
- Cashier's check;
- Money order; or

- Winning tote ticket or voucher.

Deposits must be accompanied by a completed deposit slip, which can be obtained at any Winners OTB location or can be printed here.

Cash, cashier's checks and money orders are posted to the wagering account upon receipt. Winning tote tickets and vouchers are posted to the wagering account once validated by the tote system.

Deposit by Wire Transfer

The minimum amount for wire transfer deposits is \$100.00. If you wish to wire funds directly into your wagering account, please contact Winners Customer Service for instructions.

There is no fee from Winners for deposits by wire transfer, however, Winners reserves the right to adjust the fee schedule. Deposits by wire transfer are posted to the wagering account upon receipt.

Other Methods of Deposit

The following types of deposits will be accepted through the mail for deposit into a wagering account:

- Personal check;
- Cashier's check; or
- Money order.

Only checks and money orders should be sent by mail – DO NOT SEND CASH!

Please make checks and money orders payable to: "Winners". Always enter your wagering account number on the "memo" section of the check to ensure accurate posting to your wagering account.

All deposits must be accompanied by a completed, signed deposit slip, which can be obtained at any Winners OTB location or can be printed here. Deposits cannot be processed if the deposit slip is not signed. Please mail checks or money orders with completed, signed deposit slip to:

Winners Customer Service
600 Long Wharf Drive
New Haven, CT 06511

In-state personal checks will be held for three (3) banking days and out-of-state personal checks will be held for five (5) banking days, not including Saturdays, Sundays or federal holidays, from the time the check is received in Customer Service and posted to the customer account holder's wagering account.

Money orders and cashier's checks drawn on a U.S. bank are posted to the wagering account upon receipt.

The following types of checks will NOT be accepted for deposit into a wagering account:

- Third-party checks;
- Corporate checks;
- Checks drawn on an account under the name of anyone other than the customer account holder;
- Checks returned for insufficient funds; and
- Checks drawn on a non-U.S. bank.

Global Cash Access Deposit Checks

Winners offers the ability to fund your wagering account through our arrangement with Global Cash Access.

To use this service, follow these steps:

- You must have an active Winners Account prior to contacting Global Cash Access.
- Call Global Cash Access at (866) 230-0203.
- Tell the operator you wish to deposit money into your Winners account.

- Provide your Winners wagering account number.
- Provide your driver's license number.
- • Provide your credit card information.

Global Cash Access deposits are posted to the wagering account upon receipt of confirmation from Global Cash Access.

The service fee for transactions of \$100 or more is six percent. You can deposit as much as \$1,000 a day from your credit card.

Global Cash Customer Service can be reached at (866) 230-0203 and is open daily 11:00 am to 6:00 pm.

General Information Regarding Deposits

Winners does not charge a fee to process deposit transactions but some third-party banking fees may apply, depending on the method of deposit you choose. Winners reserves the right to charge a fee to process deposit transactions in addition to applicable third-party banking fees.

The minimum initial deposit required is \$10, except as otherwise specified herein. No minimum balance is required to maintain a wagering account, however, Winners reserves the right to close wagering accounts that have been inactive for six (6) or more months.

If a deposit is for \$10,000 or greater, Form #8300 (Report of Cash Payments Over \$10,000 Received in a Trade or Business) will be filed by Winners with Internal Revenue Service.

Winners reserves the right to refuse deposits or to the establishment or maintenance of wagering accounts for any reason that it deems to be good and sufficient.

Wagering accounts are non-interest bearing.

In the event of any dishonored financial instrument, Winners may initiate collection proceedings including, but not limited to, employing collection agencies and credit reporting agencies in an effort to collect any fees, charges or expenses incurred due to dishonored financial instruments from the responsible wagering account holder.

Winners reserves the right to amend this policy or enforce additional deposit rules and regulations at any time and at its sole discretion.

Withdrawals

Upon presentation of proper identification, a customer account holder can make cash or check withdrawals in person at a Winners OTB location, a check withdrawal by submitting a written request through mail or fax to Winners Customer Service, or a check withdrawal request submitted online.

Withdrawal by Mail

To withdraw funds with a mailed request, please complete a withdrawal slip, which can be printed here, and mail it to:

Winners Customer Service
600 Long Wharf Drive
New Haven, CT 06511

Be sure to sign the withdrawal slip, as the withdrawal request cannot be processed without the customer account holder's signature.

Withdrawal by Fax

To withdraw funds with a faxed request, please complete a withdrawal slip, which can be printed here, and fax toll free to: (203) 492-0593.

Be sure to sign the withdrawal slip, as the withdrawal request cannot be processed without the account holder's signature.

Withdrawal by Email

To withdraw funds with an emailed request, please complete a withdrawal slip, which can be printed here, scan the document image and email to Winners Customer Service at CustomerCare@MyWinners.com.

Be sure to sign the withdrawal slip, as the withdrawal request cannot be processed without the account holder's signature.

Receipt of Withdrawal Checks

If your wagering account balance is sufficient to cover the requested withdrawal amount, checks will be mailed via first-class mail.

If your wagering account balance is insufficient to cover the requested withdrawal amount, the withdrawal will not be processed.

Withdrawal in Person

Withdrawals must be accompanied by a completed, signed withdrawal slip, which can be obtained at the Winners OTB location or can be printed here. The withdrawal request cannot be processed without the customer account holder's signature. Winners reserves the right to ask for photo identification to process a cash withdrawal in person.

Password, Secret Code Or PIN Changes

Customer account holders may request to change their wagering account passwords, Secret Codes or PINs by calling Winners Customer Service toll free at (800) 468-2260. Customer account holders will be asked for pertinent account information to verify their identity.

Closing an Account

To close your Winners wagering account, please submit a written request including your account number, name, signature and address to:

Winners Customer Service
600 Long Wharf Drive
New Haven, CT 06511

Any funds in the wagering account will be mailed in the form of a check to the customer account holder upon receipt of the written request.

Winners reserves the right to suspend or close any wagering account at any time provided that, when the wagering account is closed, the funds on deposit are returned to the customer account holder, less applicable service charges.

Winners reserves the right to close wagering accounts that have remained inactive for a period of six months or longer. Prior to closing, notification will be sent informing the customer account holder that the wagering account is scheduled to be closed.

Upon closing of a wagering account, service charges will apply not to exceed \$1.00 per month for wagering

accounts with balances of \$6.00 or less. Amounts on deposit exceeding \$6.00 will be returned in full to the customer account holder via check.

In the event that a customer account holder is deceased, funds in the customer account holder's account shall be released to the decedent's legal representative upon receipt of a copy of a valid death certificate and other documents as required.

Ownership of a Winners wagering account may not be transferred from one individual to another person or entity.

Tax Reporting and Withholding

Tax Reporting

In general, winning wagers are reportable when the winnings are: (1) \$600 or more; and (2) at least 300 times the amount of the wager (or "Reportable Winning Wagers"). Reportable Winning Wagers are filed with the IRS using Form W-2G.

Tax Withholding

If winnings minus the wager exceed \$5,000 and the winnings are at least 300 times the wager, then federal income tax must be withheld at a rate of twenty-five percent (25%). Such withholding applies to the total amount of winnings less the amount of the wager, not merely the amount in excess of \$5,000. Notwithstanding the foregoing, if a winner fails to provide the correct SSN, federal income tax must nonetheless be withheld at a rate of twenty-eight percent (28%) even though the reportable winning wagers fail to exceed the \$5,000 threshold. Any federal income tax withholding is reported using Form W 2G.

Aggregation of Winnings

Winnings from identical wagers are added together for purposes of the reporting and withholding requirements discussed above. If these winnings exceed the threshold for tax reporting purposes, the Tote System withholds at a rate of twenty-eight percent (28%).

State of Connecticut Tax Withholding Requirements for Residents

The federal tax rules generally apply with respect to reporting and withholding for Connecticut residents. The State of Connecticut Division of Revenue Services receives copies of all Connecticut resident Forms W-2G filed for Reportable Winning Wagers. In addition, where such Reportable Winning Wagers exceed the state threshold, State income tax is withheld at the rate set by the State of Connecticut.

If you are subject to IRS reporting and/or withholding requirements, Winners will send you a Form W2-G summarizing information for tax purposes for the winning wager, less any applicable withholding, being deposited into your wagering account.

Upon written request, Winners will provide you with summarized tax information on your wagering activities.

Account Statements and History

Online customer account holders can easily access wagering account statements and a full history of their account transactions – including wagers, deposits and withdrawals, account balance and end-of-year statements – online at any time. Simply go to the Website and click on My Account.

To request a wagering account statement be mailed or faxed to you, please contact Winners Customer Service. A written statement of wagering account activity shall be provided annually to all customers.

Live Video & Race Replays

Live video and race replays are available on the Website and can be viewed by customer account holders in good standing only.

There are no fees or wagering minimums required to view race video and replays, however Winners reserves the right to adjust the fee schedule.

Account Safety, Security and Player Responsibilities

Wagering accounts are for the personal use of the customer account holder only. The customer account holder is responsible for maintaining the secrecy of the account number, username, PIN, password and all other wagering account credentials.

Winners is not responsible for any loss arising from the use by any other person or persons of a customer account holder's wagering account. The customer account holder must immediately notify Winners of a breach or suspected breach of the wagering account's security.

To minimize security problems as a customer account holder, please follow these guidelines:

- Keep your wagering account number, username, Password, PIN and all other account credentials in a safe place only accessible to you.
- Always logout of the Website when leaving your computer unattended for any amount of time.
- Contact Winners Customer Service immediately if you suspect any security breach or wagering account issues.

Website Content

(a) Third-Party Content

Certain information available on the Website may be provided by third-party information suppliers that are independent of Winners. This information may include the views, opinions, and recommendations of such third parties. Winners neither endorses such views or opinions, nor is responsible for the availability, accuracy, currency or reliability of such information including, but not limited to, wagering and race information, and the inclusion of such views or opinions is not intended to provide advice or constitute a solicitation. At no time shall anything contained on the Website be deemed an endorsement or recommendation of any third party or shall constitute any representation as to a third party's qualifications, services, products, offerings, information or any other content. You acknowledge that under no circumstances will Winners or Sportech be liable for any loss or damage caused by your reliance on such third-party information.

(b) Hyperlinks

The Website directly or indirectly provides content, hyperlinks and references to external third-party websites. The materials that can be accessed from such websites are not maintained by Winners, and Winners is not responsible for the content thereof, and you access such third-party websites at your own risk. Winners neither endorses nor is responsible for the availability, accuracy, currency or reliability of any information, statement, opinion or advice contained in such third-party websites or materials. You acknowledge that under no circumstances will Winners or Sportech be liable for any loss or damage caused by your reliance on information through a third-party website. At no time shall anything contained on the Website be deemed an endorsement or recommendation of any third party or to constitute any representation as to a third party's qualifications, services, products, offerings, information or any other content.

Use of Equibase Data and Products

The data used to create the Equibase Products and the TrackMaster® Products are proprietary to and are

copyrighted by Equibase Company LLC and Axcis Information Network, Inc., respectively. Unauthorized copying of such data, including modifications thereof, or the creation of programs or products in which such data have been merged or included with other data programs or products, for distribution to third parties, whether gratuitously or for sale, is expressly forbidden. You may be held legally responsible for any proprietary or copyright infringement that is caused or encouraged by your failure to comply with these Terms and Conditions.

You may NOT transfer the Equibase or TrackMaster® Products from one computer to another. You may not distribute copies of the Equibase or TrackMaster® Products to third parties. You may not create derivative works based upon the Equibase or TrackMaster® Products.

The Equibase and TrackMaster® Products are for your use only and may not be transferred to anyone else. In no event may you transfer, assign, rent, lease, sell, or otherwise dispose of the Equibase or TrackMaster® Products on a permanent or temporary basis except as expressly provided for herein.

If you breach any of these Terms and Conditions, Equibase and/or Winners, in addition to pursuing any other legal remedies available to them, may immediately terminate your right to access the Equibase and TrackMaster® Products and your wagering account.

Your purchase and/or use of the Equibase and TrackMaster® Products indicates your acceptance of these Terms and Conditions.

Charges and Payment

(a) In cases which Equibase or TrackMaster® Products are purchased by you, you shall pay all fees and charges incurred through your Winners account at the rate(s) then in effect. All fees and charges shall be debited from your Winners account, and you shall be solely responsible for their payment. You shall be responsible for all applicable taxes for this purchase.

(b) Refunds or credits may be granted at the sole and absolute discretion of Winners. Refund or credit requests should be submitted for review to CustomerCare@MyWinners.com. Refunds will be in the form of wagering credit or rewards points, at Winners' sole discretion. In the event of a system failure while you are purchasing or receiving Equibase or TrackMaster® Products, Winners will provide a refund or credit for such usage, provided that the relevant Equibase or TrackMaster® Product purchased is not completely received by you.

(c) All charges to your Winners account shall be denominated in United States currency.

(d) By making purchases of Equibase or TrackMaster® Products on the Website, you authorize Winners to debit your wagering account.

Governing Law/Disputes

Winners is subject to all rules and regulations concerning customer disputes as defined by the laws and regulations of the State of Connecticut. All wagers placed accepted by Winners are accepted in and are deemed to take place in the State of Connecticut. To ensure accuracy, Winners will maintain electronic recordings of all account wagers and complete records of all customer transactions, and will provide (upon request) a statement of each deposit, withdrawal, debit and credit transacted during the discrepancy period. In terms of Telebet live teller wagering, the voice recording of the customer account holder's acceptance of the wager shall be deemed the actual wager. In terms of automated teller wagering, the electronic recording of the customer account holder's acceptance of the wager shall be deemed the actual wager. In terms of computer wagering, Winners shall maintain a printable record of the entire transaction. The printed record as wagered by the customer account holder shall be deemed the actual wager.

To ensure quality customer service, Winners will promptly address disputes upon receipt. For immediate

response to any discrepancies, please contact Winners Customer Service during business hours at toll free at (800) 468-2260. If Winners is unable to resolve the matter, you may be asked to complete and submit a discrepancy form (provided by Customer Service) to help pursue the matter further.

Responsible Wagering

Here at Winners, we believe that everyone should get enjoyment and excitement from wagering at our venues and through our phone and Internet wagering services. However, we appreciate that gambling may go beyond enjoyment for a small amount of people and become a habit that could cause problems for the individual and those around them. As such, we recognize it is our responsibility to ensure that a responsible attitude towards gambling is taken and we have a number of systems and processes in place to best avoid problems occurring. Please read on to understand how Winners is working to ensure responsible gaming.

Under-Age Gambling

To wager with Winners, you must be over 18 years of age. We use a variety of tools to verify the age of our players. Any player who provides dishonest information regarding their age automatically forfeits their right to any winnings. All monies wagered will be returned and the appropriate authorities informed. Civil proceedings or criminal prosecution may follow.

Staff Training

Our Customer Service staff receives awareness training on problem gambling issues.

Recognizing Problem Gambling

While the majority of people do wager responsibly, for some, gambling can become a problem. It may help you to keep control by remembering the following:

- Please try to establish limits for purchasing, wagering and losses before you commence gambling.
- Gambling is not advised if it interferes with your daily responsibilities.
- Gambling is not advised if you are in recovery for any dependency or are under the influence of alcohol or any other substance.
- Gambling is not advised if your primary aim is to recoup losses.

If you are concerned that gambling may have taken over your life (or someone else's) then the following questions may give you some guidance:

- Have others ever criticized your gambling?
- Have you ever lied to cover up the amount you have gambled or time you have spent doing it?
- Do arguments, frustrations or disappointments make you want to gamble?
- Do you gamble alone for long periods?
- Do you stay away from work or college to gamble?
- Do you gamble to escape from a boring or unhappy life?
- Are you reluctant to spend 'gambling money' on anything else?
- Have you lost interest in your family, friends or pastimes due to gambling?
- After losing, do you feel you must try to win back your losses as soon as possible?
- When gambling and you run out of money, do you feel lost and in despair, and need to gamble again as soon as possible?
- Do you gamble until your last penny is gone?
- Have you lied, stolen or borrowed just to get money to gamble or to pay gambling debts?
- Do you feel depressed or even suicidal because of your gambling?

The more 'yes' answers, the more likely a gambling problem exists.

More Information

More information and help with responsible gaming can be found with the Connecticut Council on Problem Gambling Helpline: (800) 34-NO-BET ((800) 346-6238). It is free, confidential and available twenty-four (24) hours day, seven (7) days a week.

Visit the Council's website at problemgambling.org to access additional information on problem and gambling.

Privacy Statement

The protection of your privacy is important to Winners. Winners pledges to fully meet internationally-recognized standards of personal data privacy protection and to comply with all applicable U.S. law and regulation, including, without limitation, the Electronic Communications Privacy Protection Act, 18 U.S.C. §§2510 et. seq., 2710 et. seq., the Children's Online Privacy Protection Act, 15 U.S.C. §6501 et. seq. Winners will collect, retain and use information about you to protect and administer your wagering account and funds and to comply with applicable state and federal laws and regulations. Winners does not collect personally identifiable or confidential information about individuals or companies through the use of "cookies", "spiders", "web beacons" or other data mining devices except when such individuals specifically provide information on a voluntary basis, for example, in the Winners wagering account-opening registration process. Personally identifiable information on individual users will not be sold or otherwise transferred to unaffiliated third parties without the approval of the customer account holder. The information given by you to Winners will be used for the purpose stated when collected: such as to process wagers and to communicate with the customer account holder regarding processing of wagers.

If at any point you have submitted membership or registration information that you would like corrected, please contact Customer Service and Winners will make commercially reasonable efforts to accommodate your request within forty-eight (48) hours.

As Winners expands the range of options and services available, the collection and use of personal data will also change to serve you better. Winners therefore reserves the right to modify this Privacy Statement at any time and will post notice of such changes to the Website. If you have any questions or concerns about privacy and security at Winners, please contact Customer Service.

Winners reserves the right to comply with the lawful order or request of any governmental or judicial body or agency of competent jurisdiction pursuant to applicable law or regulation.

Disclaimer & Limitation of Liability

Every effort will be made to provide correct information, but occasionally errors may occur. Winners and its personnel, Customer Service operators, managers, etc., are not responsible if information disseminated, either verbally or written, is inaccurate. Winners disclaims responsibility for consequences that may result, if any, for such errors.

The Website is provided for your use on an "as is" basis. It is your responsibility to know the laws concerning online gambling in your state of residence. Winners and its partners, affiliates, merchants, advertisers, and information providers make no representations or warranties of any kind, express or implied, as to the operation of the Website or as to the information, content, materials, or products included on the Website. Winners makes commercially reasonable efforts to maintain the Website but is not responsible for the results of any defects that exist in the Website, any outages, interruptions, viruses or other harmful components. You should not assume that the Website or its content is error-free or that it will be suitable for the particular purpose that you have in mind when using it. Winners and its affiliates, merchants, advertisers, and information providers have no liability in tort, contract, or otherwise (and as permitted by law, product liability),

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Indemnification

Customer account holders agree to defend, indemnify and hold harmless Winners, its officers, directors, employees, affiliates, representatives, third-party contractors, and agents against and from any third-party claims, actions, damages or demands, including but not limited to, reasonable legal and accounting fees, resulting from the user's use or misuse of the Website, violation of these Terms and Conditions, or any activities related to the Website, or from the user's violations of the rights of any other user of the Website. Use of the Website is at the user's own risk. This indemnification shall survive the termination of your Winners account.

Winners reserves the right to revise these Terms and Conditions, or any part thereof. Use of the service constitutes your acceptance of the revised Terms and Conditions.

General Contact Information

Winners Customer Service

600 Long Wharf Drive

New Haven, CT 06511

CustomerCare@Winners.com

Operator Line: (800) 468-2238

Automated Teller: (800) 468-2239

Automated Results: (855) 538-0493

Customer Service: (800) 468-2260

Customer Service Fax: (203) 492-0523

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