

#### **Terms & Conditions and Promotional Rules**

Last Updated: September 2025

# **Binding Agreement and Sweepstakes Disclosures**

These Terms of Service form a binding legal agreement between you and Legacy Business Group 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 OF SERVICE 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 14 (DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS) FOR MORE INFORMATION.

By checking the box for acceptance during the registration process, or by accessing the Games or creating a Customer Account, you confirm that you have read, understood, and agree to be bound by these Terms of Service, which are inseparably linked to our Privacy Policy, Responsible Social Gameplay Policy, Tournament Rules, Customer Acceptance Policy, and any other promotion-specific or game-specific rules relevant to your participation.

If you do not agree with any provision of these Terms of Service 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 Sweepstakes Coins (SC) awarded through free entry methods, promotions, or won through eligible gameplay in Promotional Play may be redeemed for rewards, subject to these Terms and Conditions and any applicable redemption requirements.

#### Introduction

Legacy Business Group LLC d/b/a 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 Sweepstakes 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 Conditions.

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

## 1. ELIGIBILITY

#### 1.1 General Requirements

Promotions and gameplay are open only to natural persons who:

Are 21 years of age or older (effective October 1, 2025), or the higher age of majority required by the laws of their jurisdiction;

- Transitional Rule: Until September 30, 2025, you must be 18+ except where a higher age is required by law.
- Are physically located in and legal residents of the United States, excluding Connecticut, Delaware, Idaho, Louisiana, Michigan, Montana, Nevada, New Jersey, New York, Washington, and any other jurisdiction where the Platform is not legally permitted (collectively, the "Excluded Territories");
- Maintain a single, valid, registered Customer Account in their own name with accurate and verifiable details;
- Participate strictly for their personal, non-commercial, entertainment use.

#### 1.2 Prohibited Persons

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

- Employees, officers, directors, contractors, agents, distributors, licensors, or representatives of GTOA, and their immediate family members (spouse, parent, child, or sibling, whether biological, adoptive, or by marriage) and any household members who share the same residence for at least three months in any calendar year;
- Any affiliate, service provider, or partner engaged with GTOA in the operation of the Platform or Promotions;
- Persons listed on any government sanctions or restricted-persons lists, including the U.S. Treasury Department's Specially Designated Nationals (SDN) list or equivalent;



• Individuals accessing or attempting to access the Platform from an Excluded Territory, or who use VPNs, proxies, location-masking technologies, shared devices, 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 restrictions—including VPN use, misrepresentation of identity, or multiple accounts—is a material breach and may result in immediate suspension or permanent closure of the Account, forfeiture of balances, cancellation of pending redemptions, and referral to authorities.

#### 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 and Conditions. These rules are final and binding in all matters relating to Promotional Play. Receiving rewards is contingent upon strict compliance and successful verification.

#### 1.5 Standard Disclaimer

No purchase or payment is necessary to participate. Promotional communications (including emails, SMS, or live chat) will always include the required age and eligibility disclaimers (21+ effective October 1, 2025; void where prohibited).

#### 2. DEFINITIONS

- Customer Account: An account registered and maintained by a player to access the Platform.
- Excluded Territories: The U.S. jurisdictions listed in Section 1.1 and any other jurisdiction outside of the United States where the Platform is not legally permitted.
- **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.
- Sweepstakes Coins (SC): Sweepstakes entries awarded through gameplay, promotions, or Alternative Methods of Entry (AMOE). SC may only be redeemed in accordance with these Terms. SC cannot be purchased directly.
- **Inactive Account:** A Customer Account with no login or logout activity for a continuous period of 12 months.



- **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, push, in-platform messages, and social media content delivered by or on behalf of GTOA.
- 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. Ownership/control of each game will be indicated within the game interface or rules.

# 3.2 Proprietary Games

For games owned and operated by GTOA:

- (a) Odds of receiving rewards are determined by GTOA using certified random number generation systems;
- (b) We may adjust odds, paytables, and game parameters for future gameplay;
- (c) Changes will be reflected in updated game rules within the game interface.

# 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/odds are displayed within each third-party game;
- (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.



# 3.4 Player Responsibility

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

# 3.5 Server Results and Final Authority

In any discrepancy between a player device and server records:

- (a) Proprietary games: GTOA server records are final and binding;
- (b) Third-party games: the provider's server records are final and binding.

#### 3.6 Odds Disclosure; No Guarantees

Odds depend on the specific game, applicable paytables, and number of outcomes/entries generated. Odds/paytables are displayed within each game. No warranty is made regarding frequency or likelihood of receiving rewards. Each round is independent. Past results do not influence future outcomes. All Games are games of chance for entertainment.

#### 4. CUSTOMER ACCOUNTS

# 4.1 Single Account Rule

One Customer Account per person, household, IP address, and device. Multiple accounts (including reopened/previously closed) are prohibited and may lead to immediate suspension/closure and forfeiture of GC/SC/pending redemptions. Notify Support if you inadvertently created more than one account.

# 4.2 Accuracy of Information

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

# **4.3 Account Security**

You are responsible for credential confidentiality. All activity under your Account is attributed to you. Notify us of suspected unauthorized access. We are not liable for losses due to your failure to secure your Account.

## 4.4 Verification Requirements

We may request identity, address, source-of-funds/wealth, and other documentation at any time. Until satisfactorily verified, account functions (including redemptions) may be restricted. Failure to provide within 30 days may result in closure and forfeiture.



#### 4.5 Non-Transferability

Accounts are personal and non-transferable. GC and SC cannot be transferred between accounts.

#### **4.6 Inactive Accounts**

Sweepstakes Coins (SC) do not expire, provided the Customer Account remains active and in good standing. SC may be forfeited only upon permanent account closure or confirmed eligibility violations.

#### **4.7 Prohibited Users**

No accounts for persons under 21 (subject to the transitional rule in Section 1.1). Employees/affiliates and SDNs are ineligible. Additionally, accounts are prohibited for:

- Individuals physically located in or residents of Excluded Territories;
- Individuals using VPNs, proxies, GPS spoofing, location masking, or shared device setups to bypass restrictions;
- Individuals who have been self-excluded, previously banned, or whose accounts were closed for cause:
  - Individuals acting on behalf of another person (no agent or custodial accounts).

#### 4.8 Account Restrictions & Self-Exclusion

We may suspend/restrict/close accounts at our discretion for violations, fraud, failed verification, chargebacks, or compliance reasons. You may close or self-exclude by emailing support@gtoarcade.com. Closure/self-exclusion forfeits GC/SC/unredeemed rewards.

# 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 strictly prohibited.

Limited Use of Third-Party Cards/Wallets:

- We may, at our sole discretion, allow you to fund your Account using a Payment Medium legally owned by another natural person (such as a spouse or immediate family member), provided that:
- You represent and warrant that you have full lawful authority from the Payment Medium owner to use it;



- You and the Payment Medium owner acknowledge that all purchases are deemed made by you, the Account holder;
- Redemptions remain payable only to you, the verified Account holder, unless an Authorized Third-Party Payee arrangement under Section 11.5 applies;
- GTOA may require additional verification, suspend redemptions, or refuse transactions where there are concerns of fraud, chargeback risk, or unauthorized use.

# **5.2 Verification of Payment Methods**

GTOA reserves the right to 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 and Reversals

If any purchase is returned, reversed, or charged back, your Customer Account will be suspended immediately. The amount constitutes a debt owed to GTOA. You must remit payment through an alternative Payment Medium before Account reinstatement. Until repayment, all purchases, Coins, and pending redemptions will be deemed void. You are responsible for all reversals, chargebacks, claims, fees, penalties, and related expenses.

#### **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

All Gold Coin purchases are final, non-refundable, non-transferable, and non-exchangeable. Players must notify GTOA of billing problems within thirty (30) days of purchase. Failure to report within this period constitutes waiver of dispute rights. Gold Coins represent a license to participate in Standard Play Games and do not constitute withdrawable funds.



# 5.6 Geographic Purchase Restrictions

Gold Coin purchases from Excluded Territories will be voided and refunded, minus an administrative fee of up to ten percent (10%) of the total purchase amount, plus any fees charged by the Payment Medium or financial institution. Players are solely responsible for ensuring compliance with applicable laws in their jurisdiction.

## 6. SWEEPSTAKES COINS

# **6.1 Nature of Sweepstakes Coins**

Sweepstakes 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.

## **6.2 Free Methods of Obtaining Sweepstakes Coins**

# (a) Online Free Entry Form

Players may receive free SC by completing the online Free Entry Form available on the Platform once per week, subject to verification. The number of SC awarded will be clearly stated and credited upon successful submission.

# (b) Social Media Giveaways

SC may be awarded through interactions with posts on GTOA's official social media accounts. Terms and conditions will be clearly stated in relevant posts.

# (c) Alternative Method of Entry (AMOE) – Mail-In Request

Players may request free SC by mailing to:

Golden Ticket Online Arcade

2186 Jackson Keller Rd, Suite 2269

San Antonio, TX 78213

## **Requirements:**

- Standard, stamped, unfolded, blank, lineless, legibly handwritten 4"x6" postcard.
- Must include: Account email address, full name as on government ID, verified residential
  address, your unique 12-character Envelope Request Code, and the statement: "I wish to
  receive free Sweepstakes Coins in order to participate in the promotion offered by Golden
  Ticket Online Arcade. By submitting this request, I hereby declare that I have read,



understood, and agree to be bound by Golden Ticket Online Arcade's Terms and Conditions."

#### **Restrictions:**

- Each valid Request Card results in one (1) SC.
- One Request Card per envelope.
- Envelope Request Code must match the one generated by the requesting player.
- Illegible handwriting voids request (determination at GTOA's discretion).
- Must be postmarked from a state matching the verified residential address.
- Requests on behalf of others, by automated methods, or through commercial services are invalid.

Access note and parity: Each valid Request Card will also result in a deposit of promotional Gold Coins (GC) sufficient to access third-party games, in addition to the one (1) SC, so that AMOE users may access all available game types on the same terms as players using other entry methods

**Free code availability:** Envelope Request Codes are provided free of charge through your Customer Account upon request and do not require any purchase or payment.

## (d) Referral Program

Players may earn SC by referring eligible new users, subject to a maximum of twenty-five (25) successful referrals per Customer Account.

Referral promotions, engagement challenges, or social media incentives are subject to separate posted rules at the time of offer. In case of conflict, these Terms control.

# (e) Gold Coin Purchase Bonuses

From time to time, promotional Sweepstakes Coins (SC) may be displayed with Gold Coin (GC) packages. These promotional SC are provided solely for gameplay purposes and are not eligible for redemption under any circumstances.

Only SC earned through Promotional Play (gameplay), approved promotions that expressly state SC are redeemable, or through the Alternative Method of Entry (AMOE) process are eligible for redemption. SC received as a free promotional bonus with a GC purchase cannot be redeemed for rewards under any circumstances.



# 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 solely by the third-party provider. GTOA disclaims responsibility for errors, malfunctions, or miscalculations. Only properly credited SC appearing in your Customer Account are eligible for redemption.

# 6.4 Sweepstakes Coin Validity and Expiration

Sweepstakes Coins (SC) do not expire, provided the Customer Account remains active and in good standing. SC may be forfeited only upon permanent account closure or confirmed eligibility violations. SC are non-transferable and Platform-exclusive.

# 6.5 Playthrough Requirements

- (a) SC must be played at least once (1x playthrough) before redemption eligibility.
- (b) No additional playthrough requirements beyond 1x will be imposed.

#### 6.6 Prohibited Conduct

Tampering with SC distribution is strictly prohibited, including automating SC requests, circumventing AMOE requirements, using multiple accounts, transferring SC, or any conduct circumventing these Terms. Non-compliant conduct may result in voiding SC, forfeiture of rewards, Account suspension/closure, and referral to authorities.

# **6.7 Final Authority**

GTOA's decisions regarding distribution, allocation, management, redemption, expiration, and all aspects of SC are final, binding, and conclusive.

#### 6.8 Mistaken Additions and Corrections

If GTOA mistakenly adds SC that don't belong to a player, such SC remain GTOA property and will be deducted. Players must notify Customer Support immediately upon discovering incorrect SC credits.

# 7. GAMES

## 7.1 Game Rules and Player Responsibilities

Each Game may have specific rules available on the Platform. You must read and understand all applicable rules, paytables, and requirements before playing. Participation constitutes acceptance of these Terms and any game-specific rules. Failure to review rules does not exempt compliance.



# 7.2 Game Participation Requirements

You may only participate if you have sufficient Gold Coins or Sweepstakes 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 Sweepstakes Coins 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) error, misprint, or technical issue in Game rules, paytables, odds, or software;
- (b) system malfunction, server disruption, or technical failure;
- (c) fraudulent conduct, tampering, or unauthorized intervention;
- (d) conduct violating these Terms or applicable laws;
- (e) any circumstance compromising fairness, legality, or proper Game functioning.

# 7.5 Server Results and Final Authority

For discrepancies between player device and server records:

- (a) Proprietary games: GTOA server records are final and binding;
- (b) Third-party games: the provider's server records are final and binding.

#### 7.6 Bonus and Exclusive Games

- Players receive daily Gold Coins for entertainment-only bonus Games;
- Players may request SC via AMOE for Promotional Play;
- Certain exclusive Games may be accessible after purchase; however, SC or GC obtained via AMOE may also provide access;
- GTOA may restrict Game access based on eligibility, jurisdiction, or other criteria.

## 7.7 Game Availability and Modifications

GTOA reserves the right to add, remove, or suspend Games; limit availability; update, modify, or discontinue proprietary Games; and correct errors in game data, balances, or results.



# 7.8 System Malfunctions

Platform malfunctions may void affected gameplay. If a Game starts but doesn't conclude due to system failure, GTOA will use commercially reasonable efforts to reinstate applicable Coins, subject to investigation.

# 8. VERIFICATION REQUIREMENTS

# 8.1 Mandatory Verification

We may conduct identity, credit, and other checks as required. Until completed satisfactorily, redemptions remain pending and Account restrictions may apply.

#### 8.2 Enhanced Verification

Additional procedures apply to cumulative or single redemptions at or above thresholds we set and may include government ID, proof of address, source-of-funds/wealth documentation, and signed affidavits/releases.

#### 8.3 Deadlines & Failure

If you don't provide requested documentation within 30 days, we may close or restrict your Account. You cannot redeem and are not considered a "winner" until verification is complete and confirmed.

## 9. FRAUDULENT CONDUCT AND MISUSE

#### 9.1 Prohibited Conduct

You will not engage in:

# (a) Platform Security Violations

- Hack, probe, or attempt unauthorized Platform access;
- Modify, reverse engineer, or decompile Platform/Game code;
- Introduce viruses, malware, or harmful code;
- Circumvent Platform structure to obtain unauthorized information.

## (b) Gameplay Violations

- Use bots, macros, scripts, automated tools, or software-assisted methods;
- Use hardware devices providing unfair advantage;
- Engage in collusion, match-fixing, or unlawful coordination;



• Manipulate outcomes or interfere with fair Game operation.

# (c) Account and Platform Abuse

- Create, maintain, or use multiple Customer Accounts;
- Share Account or allow others access;
- Transfer, sell, trade, or assign Account, Coins, or rewards;
- Accept transferred Accounts, Coins, or rewards.

# (d) Location and Identity Violations

- Access Platform via VPNs, proxies, or location-disguising tools;
- Provide false information about identity, age, location, or eligibility;
- Participate from Excluded Territory or on behalf of someone in Excluded Territory;
- Use identification documents belonging to another person.

## (e) Financial Violations

- Use Platform for money laundering or unlawful transfers;
- Purchase Gold Coins with business, corporate, or custodial Payment Medium;
- Use unauthorized Payment Medium;
- Authorize Payment Medium transaction and later dispute without valid cause;
- Attempt redemption through unauthorized, fraudulent, or misrepresented Payment Mediums

## 9.2 Consequences and Enforcement

If GTOA suspects prohibited conduct, we may immediately suspend Account, freeze redemptions, void gameplay/transactions, permanently close Account, forfeit all Coins/rewards, block future accounts, withhold balances, reverse transactions, recover damages/fees, and report to authorities/other operators.



#### 10. REDEMPTION OF REWARDS

# 10.1 Eligibility Requirements

To redeem rewards, players must be Eligible Participants with accurate Customer Account information. SC must meet a minimum 1x playthrough before redemption eligibility. No additional playthrough requirements beyond 1x will be imposed.

#### 10.2 Minimum Thresholds and Limits

- **Minimum Redemption:** 4,000 SC with 1x playthrough requirement;
- **Daily Maximum:** 35,000 SC may be redeemed per day;
- Request Limits: Up to three (3) redemption requests per Account per 24-hour period;
- **Processing Fees:** GTOA may charge processing fees and establish additional thresholds.

# 10.3 Proprietary vs. Third-Party Game Earnings

- (a) SC earned through proprietary games are eligible for redemption per these Terms;
- (b) SC earned through third-party games are eligible only if properly credited via Promotional Play. GTOA disclaims responsibility for third-party errors. Third-party server records are final; no redemption honored for incorrectly credited SC.

# 10.4 Gift Card Redemptions

- Format: Digital e-gift cards only, delivered via email to Account address (or verified address belonging to you);
- Value: SC are redeemable at a rate of 100 SC = US\$1. Only SC won through eligible gameplay, AMOE, or promotional events are redeemable. SC received as incidental purchase bonuses are not eligible for redemption.
- **Merchant Terms:** Gift cards subject to issuing merchant terms. GTOA not responsible for lost, stolen, or unclaimed cards once issued.

## 10.5 Cash Redemptions

- Payment Method: Paid to same Payment Medium used for GC purchase, or if not possible, to bank/wallet account legally owned by you matching verified name;
- Authorized Third-Party Payee (Optional): At GTOA's sole discretion and where legally permitted, you may request payment to authorized third-party payee if both parties submit written authorization, complete KYC/KYB/sanctions screening, destination



account is verified as lawful/non-custodial/non-business, and no fraud/AML flags present. GTOA may decline or revoke for compliance/risk/technical reasons.

# 10.6 Processing and Timing

- **Standard processing**: Redemptions are typically processed within 7–10 business days from verification and approval.
- **Expedited processing:** At GTOA's discretion, certain redemptions may be processed more quickly; expedited processing is not guaranteed.
- Payment delays: Banking, wallet, and card networks may take up to 10 business days to deliver funds. Larger payments may be split and take longer. If a payment is refused or returned, further redemptions may be suspended pending investigation.
- Additional verification: GTOA may require additional verification before fulfillment.

#### 11. ACCOUNT CLOSURE AND SUSPENSION GROUNDS

We may suspend or close your Account if:

- You have multiple Accounts (including inactive/previously closed);
- Registered name doesn't match Payment Medium or you don't beneficially own it;
- You allowed others to use Account:
- You coordinated gameplay;
- You incurred chargeback/claim;
- You failed due diligence or engaged in money laundering/fraud;
- You used VPN/proxy or falsified identity/location;
- You became bankrupt/insolvent or can't verify identity/source of wealth timely;
- You are in illegal or ineligible jurisdiction.

We may withhold balances and recover prizes/GC/SC attributable to violations and share details with authorities or third parties as appropriate.

# 12. COMPREHENSIVE RELEASE AND INDEMNIFICATION

## 12.1 General Release of Liability

By participating in Promotions, using the Platform, or redeeming rewards, you irrevocably 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 Account;
- (e) human errors, omissions, or delays;
- (f) lost, late, misdirected, or undeliverable communications;
- (g) any content or materials you submit.

#### 12.2 Assumption of Risk

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

## 12.3 Indemnification Obligation

You agree to indemnify, defend, and hold harmless Released Parties from third-party claims, actions, demands, liabilities, damages, losses, costs, or expenses (including attorneys' fees) arising from:

- (a) breach of these Terms or applicable laws;
- (b) Platform or Game misuse;
- (c) negligence, fraud, or willful misconduct;
- (d) content, materials, or communications you submit;
- (e) violation of third-party rights;
- (f) claims related to acceptance, possession, or use of rewards.

#### 12.4 California Civil Code Waiver

If you are a California resident, you expressly waive protections of California Civil Code §1542: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."



#### 12.5 Survival

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

#### 13. LIMITATION OF LIABILITY

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

Cap: GTOA's total liability is limited to lesser of (A) amounts you paid in 30 days preceding claim; or (B) \$100. These limitations are fundamental to the bargain.

# 14. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS

#### 14.1 Read Carefully

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

# **14.2** Agreement to Arbitrate

To fullest extent permitted by law, all Disputes are resolved by final and binding arbitration on individual basis, not in court. This includes disputes about enforceability, validity, scope, or interpretation.

#### 14.3 Informal Resolution

Before arbitration, each party agrees to attempt informal resolution by contacting legal@gtoarcade.com. If unresolved within 30 days, either party may commence arbitration.

#### 14.4 Procedures

- Administered by JAMS under Streamlined Arbitration Rules;
- Single arbitrator; parties rank candidate list; JAMS selects by highest combined preference;
- Venue: North Carolina or remote (video/telephone) unless prohibited by JAMS rules;
- Arbitrator may award remedies available in individual lawsuit that are not waivable by law.



# 14.5 Small-Claims Exception

Either party may bring individual claim in small-claims court in venue reasonably corresponding to party's residence, if within jurisdiction and on non-class, non-representative basis.

#### 14.6 Public Injunctive Relief

To extent applicable law precludes arbitration of claim for public injunctive relief, such claim is severed and may be litigated in court while remaining claims are arbitrated.

#### 14.7 Class Action Waiver

To maximum extent permitted by law, no class, collective, representative, mass, or private attorney general actions in arbitration or court; no consolidation/coordination of claims.

# 14.8 Opt-Out

You may opt out within 30 days of first accepting these Terms by sending written notice to:

Golden Ticket Online Arcade – Attn: Legal Department

2186 Jackson Keller Rd, Suite 2269, San Antonio, TX 78213

Include full name, Account email, and clear statement declining arbitration. Opting out does not affect Platform use ability.

## 15. PUBLICITY AND CONTENT RIGHTS

By participating, you grant GTOA perpetual, irrevocable, worldwide, royalty-free license to use your name, image, likeness, voice, biographical information, statements, and general geographic location for promotional/marketing purposes in any media. Any user-generated content you submit is licensed on same basis. No additional compensation or approval required.

#### 16. RESPONSIBLE SOCIAL GAMEPLAY

#### 16.1 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 personal circumstances.

#### 16.2 Available Tools and Controls

You may request to:

- Take temporary break from gameplay;
- Permanently close Customer Account;

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- Self-exclude for specified period;
- Set limits on Gold Coin purchases;
- Set limits on time logged into Account;
- Set limits on virtual currency played per session or day.

Requests can be made by contacting support@gtoarcade.com or through account settings controls.

#### **16.3 Access to Support**

Players seeking assistance may contact support@gtoarcade.com for immediate help or to request implementation of controls. Support staff are trained to respond to responsible gameplay and account restriction requests.

#### 16.4 External Resources

If you believe gameplay is becoming problematic, contact support organizations:

- U.S. Confidential Helpline: 1-800-522-4700, free and confidential 24/7 helpline for managing gameplay habits;
- GamTalk: Online support community with moderated forums and peer support at www.gamtalk.org;
- Local Support: Many states provide confidential helplines and counseling. Dialing 211 connects you with local health and support organizations;
- International Players: Contact local health services or community organizations for guidance.

## 17. COMMUNITY STANDARDS AND ENFORCEMENT

#### 17.1 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 inappropriate content;
- (d) spam, flood, advertise, or run misleading promotions;
- (e) impersonate others, disclose private information, or invade privacy;

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- (f) distribute malware, malicious code, or phishing links;
- (g) coordinate cheating, collusion, or unfair gameplay;
- (h) advertise unrelated goods/services without GTOA written consent.

## 17.2 Moderation and Monitoring

GTOA may monitor community features and review communications for compliance. We reserve right to remove content violating standards or law, and may restrict, suspend, or disable community features.

#### 17.3 Enforcement Measures

We may, in sole discretion and without notice:

- (a) remove or edit content;
- (b) mute, restrict, or revoke community feature access;
- (c) suspend or close Accounts;
- (d) void gameplay, entries, or redemptions connected to violations;
- (e) report conduct to third parties, including payment processors, social media platforms, or regulators.

# 17.4 Appeals and No Waiver

Our decision not to act on violation doesn't waive rights to enforce Terms later. If you believe enforcement action was in error, you may submit appeal by emailing legal@gtoarcade.com with Account details and supporting information. Appeals will be reviewed, but reversal not guaranteed.

## 17.5 Support Bridge

Support staff may provide information on promotions during live chat or email interactions. Such information is for convenience only and does not amend these Terms.

#### 18. MARKETING AND LIVE CHAT COMMUNICATIONS

## 18.1 Consent and Scope

By creating a Customer Account or participating in Promotional Play, you consent to receive marketing and service communications from GTOA, including emails, SMS/MMS messages, push notifications, in-platform alerts, and messages delivered via approved third-party channels. These may include promotional offers, updates, bonus opportunities, referral information, onboarding guidance, and community engagement messages.

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# 18.2 Opt-Out Controls

- Email: Click the "unsubscribe" link in any marketing email.
- SMS/MMS: Reply "STOP" to any message.
- Push/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 considered marketing and may continue while your Account remains open.

# 18.3 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. 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 suspension or closure under Section 17.

# 18.4 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 any discrepancy arises between marketing/live chat communications and these Terms, these Terms control.

# 18.5 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.

# 19. PROMOTIONAL PERIODS, TIMEKEEPING, AND MODIFICATIONS

GTOA is sponsor/administrator of Promotions. Platform servers are official time-keeping mechanism. Unless specified otherwise, each Promotion remains active until earlier of: (a) December 31 of applicable year; or (b) GTOA provides 30 days' notice of termination. GTOA may cancel/suspend/modify any Promotion immediately for technical, legal, compliance, fraud, fairness, or force-majeure reasons. Server results are final and binding.

## 20. 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 delays, failures, or errors unless caused solely by its gross negligence or willful misconduct.

## 21. TAX REPORTING AND WINNER NOTIFICATIONS

You may be required to submit completed IRS Form W-9 (or other tax form) as redemption condition. GTOA may issue IRS Form 1099-MISC or other tax forms for rewards/redemptions meeting reporting thresholds. You are solely responsible for all taxes, fees, and charges associated with participation and redemptions. Winners may be notified within Platform or via email to Account address.

# 22. SPECIALLY DESIGNATED NATIONALS (SDN)

Individuals on U.S. Treasury Department's SDN list (or similar restricted lists) are not eligible to participate in any Platform aspect. GTOA may request documentation to confirm compliance.

# 23. GOVERNING LAW, SEVERABILITY, ENTIRE AGREEMENT, ASSIGNMENT, AMENDMENTS

**Governing Law:** North Carolina law governs (conflict-of-law rules excluded), subject to FAA preemption in Section 14.

**Severability:** If any provision is invalid/unenforceable, it is modified to minimum extent necessary; remainder remains in force.

**Entire Agreement:** These Terms, Privacy Policy, and referenced policies constitute entire agreement and supersede prior understandings.

**Assignment:** You may not assign; GTOA may assign/transfer/delegate without notice.

**Amendments:** We may amend these Terms by posting revised terms; changes effective upon posting. If amendment limits existing rights or may negatively impact players, notice provided upon next visit and you must reconfirm acceptance before Promotional Play.

## **VOID WHERE PROHIBITED**

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

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Questions? <a href="mailto:support@gtoarcade.com">support@gtoarcade.com</a>