

Skrill Offer Terms and Conditions

The following Terms and Conditions govern the new “Special SC Bonus Offer” from Skrill USA Inc. (“Skrill”) and High 5 Casino (“H5C”) available to H5C Players who have not processed with Skrill on H5C.

- 1. Promotion Period:** The current Special SC Bonus Offer is available beginning on October 2, 2023 at 9am EST and ends when the SC prize pool has been fully distributed. The Special Offer from Skrill and H5C is available for a limited time and the available SC will be distributed on a first come, first serve basis.
- 2. Eligibility:** The Special SC Bonus Offer is available to all H5C Players who have been active on the H5C platform within the last thirty (30) days AND who have not processed with Skrill as their method of payment on H5C, who purchase a GC package, subject to the eligibility requirements set forth in this Promotion. The purchase must be \$20 or more. All Players who meet the above requirements must be 18 years or older to participate. Employees, officers, directors of Skrill or H5C, or of their parent companies, or of any of their respective affiliates, subsidiaries, advertising and promotion agencies, distributors, and the immediate family members and/or those living in the same household (whether legally related or not) of such employees, officers and directors are not eligible to participate in the Special SC Bonus Offer. The Special SC Bonus Offer is limited to one (1) SC bonus award per eligible H5C Player.
- 3. Action Required, Purchase Requirement, and Collection of Offer:** To receive the Special SC Bonus Offer, a H5C Player must purchase a GC package of \$20 or more using Skrill as the method of payment. When a Player makes a purchase they must click the “Skrill” banner available on the list of payment options. The Player then will be prompted to follow the steps to access their existing Skrill account or to create a new account with Skrill in order to link it to H5C. Once the Player has completed the necessary steps and is determined to be eligible for the Special SC Bonus Offer, they will receive a pop-up message informing them that their SC award has been added to their SC wallet. Each eligible Player will be awarded 20SC for their one-time GC package purchase of \$20 or more using Skrill as the payment method, in accordance with the Official Sweepstakes Rules. The Special SC Bonus Offer will automatically be credited to the Player’s Unplayed SC wallet. Offer only available and redeemable once per Player.
- 4. Limitations on Participation:** In addition to the eligibility requirements in Section 2, H5C and Skrill reserve the right to refuse or otherwise restrict your eligibility to participate in this or any Promotion for any reason, in their sole discretion, including based upon your

spending patterns and spending history with H5C or if you failed to act in good faith in taking advantage of any prior H5C Promotion. Any Participant whose eligibility is refused or restricted under this section will be deemed ineligible for this Promotion and their H5C User Account may be suspended or terminated in accordance with the H5C Terms of Use. This Promotion is void in ID, MI, NV, and WA, and where prohibited by law.

- 5. Cancellation:** Should you wish to cancel your participation in this Promotion at any time, please contact customer support at support@high5casino.com.

- 6. Additional Terms:** This Promotion is subject to all terms in conditions in the H5C Terms of Use, Privacy Policy, and where applicable, the Official Sweepstakes Rules.
 - a. Administration:** H5C and Skrill expressly reserve the right to amend, suspend or terminate this Promotion at any time without prior notice or consent. Administration of this Promotion is at the sole discretion of H5C and Skrill. H5C and Skrill reserve the right to restrict at any time any H5C User Account holder from participating in this Promotion for any reason. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this Promotion will be resolved at the sole discretion of H5C and Skrill and their decision will be final and binding with respect thereto. No groups, clubs, corporations, companies, partnerships, or organizations may participate in this Promotion or reproduce or distribute any portion of these Terms and Conditions to their members.
 - b. Release and Waiver of Liability:** By redeeming this Promotion, participants agree to release, defend, indemnify and hold harmless H5C and Skrill, and their respective affiliates, gaming license partners, advertising and promotion agencies, directors, officers, employees, representatives and agents from and against any and all liability claims or actions of any kind whatsoever (however named or described) for injuries, death, damages or losses to persons and property which may be sustained in connection with: (i) the participant's participation in the Promotion; and (ii) the receipt, use or misuse of the Special SC Bonus Offer; or (iii) while preparing for, participating in, and/or traveling to any Promotion-related activity, including any damages caused by H5C's and/or Skrill's own negligence. H5C and Skrill expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of the Special SC Offer Bonus. In consideration of the Special SC Bonus Offer, each individual participant hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of such individual's name, photograph, likeness (including his/her voice), biographical information and statements concerning the Promotion, in any and all advertising, promotions and

other publicity conducted by H5C and/or Skrill and their respective affiliated companies.

- c. **Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants and of H5C and/or Skrill in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.
- d. **Dispute Resolution:** Any disputes with H5C arising from this Promotion shall be governed by and resolved in accordance with the Dispute Resolution and Waiver of Class Action Clauses located in H5C's Terms of Use. Any disputes with Skrill arising from this Promotion will be subject to Skrill's Terms of Use and other conditions and policies applicable to an individual's Skrill account.
- e. **LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, H5C AND SKRILL SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO REDEMPTION OF THE PROMOTION, EVEN IF FORESEEABLE OR EVEN IF THE SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- f. **Miscellaneous:** No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.