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## ***Joker***

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### Rules of Play and Terms of Participation

Valid from 7 February 2022

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## **A. General provisions**

### **Art. 1 Organization**

1.1 The issue and operation of Joker is governed by the Federal Act on Gambling of 29 September 2017, the Implementing Ordinance of 7 November 2018 to this Act, and the corresponding intercantonal and cantonal lottery regulations.

1.2 Swisslos, a cooperative domiciled in Basel, organizes Joker in the territory of German-speaking Switzerland<sup>1</sup>, Ticino and the Principality of Liechtenstein (collectively the "Swisslos Contract Territory") in accordance with these Rules of Play and Terms of Participation.

1.3 While so doing, Swisslos works with the Société de la Loterie de la Suisse Romande ("Loterie Romande" or "LoRo"), which operates Joker in the territory of French-speaking Switzerland<sup>2</sup> (the "LoRo Contract Territory") according to its own Rules of Play and Terms of Participation. Joker is operated on the organizational principle of a "common pool". This means that stakes wagered in the Swisslos Contract Territory are pooled with those wagered in the LoRo Contract Territory, that with regard to both Contract Territories there is one joint draw for each, and that winnings are also determined on a joint basis. Consequently, specific organizational modalities are defined by Swisslos in consultation with Loterie Romande, including in particular the definition of the deadline for entry. In all other respects, both Swisslos and Loterie Romande operate Joker autonomously in their respective Contract Territories, for own account, at their own risk and for their own profit, each relying on their own technical and administrative infrastructure.

1.4 The common characteristics of Joker as organized in both the Swisslos Contract Territory and the LoRo Contract Territory are guaranteed by the fact that both these Joker Rules of Play and Terms of Participation as well as the Joker Rules of Play and Terms of Participation issued by Loterie Romande are based on the same uniform regulations.

1.5 Participation in Joker as defined in these Joker Rules of Play and Terms of Participation takes place via the online system (including the Internet Gaming Platform (subsequently "Online Participation") made available by Swisslos. Subject to issuance of the necessary licences, Swisslos reserves the right to offer other options for participating in Joker.

1.6 These Joker Rules of Play and Terms of Participation supplement the provisions governing the playing of Swisslos products via sales outlets and via online participation.

## **B. Nature of Joker**

### **Art. 2 Nature of Joker**

Joker is a last-digit lottery game with a totalizator process. The final digits in a combined number are referred to as "last digits". This combined number, consisting of six digits, is referred to as the Joker number. All of the digits in a Joker number may be any digit from 0 to 9. Three of these Joker numbers are printed on each Swiss Lotto play slip and the

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<sup>1</sup> ZH, BE, LU, UR, SZ, OW, NW, GL, ZG, SO, BS, BL, SH, AI, AR, SG, GR, AG, TG

<sup>2</sup> FR, VD, VS, NE, GE, JU

player can choose one or more of the numbers. It is also possible to play Joker without participating in Swiss Lotto.

## **C. Participation**

### Art. 3 General remarks

Players take part in Joker using

- play slips (documents with data carrier function) issued by Swisslos on which players can indicate their own predictions,
- quick picks produced by Swisslos on a random generator, or
- another play of the predictions on an entry confirmation ticket or replacement ticket (CopyPlay).

### Art. 4 Play slips / quick picks / CopyPlay

#### 4.1 General information

The information on electronic play slips for participating via sales outlets is converted into a machine-readable code in order to be transmitted.

#### 4.2 Play slips

There are no specific Joker play slips. However, three Joker numbers are printed on each Swiss Lotto play slip. Players can choose one, two or three of these numbers. To enter the draw with a particular Joker number, players must place a cross (x) in the "Yes" field printed next to the Joker number. It is not necessary to participate in Swiss Lotto in order to participate in Joker.

#### 4.3 Quick picks

Players can also opt to play by making a quick pick instead of using the play slip. Quick picks are predictions produced at the Swisslos data processing centre via a random generator on the basis of the player's instructions stipulating the stake, the number of quick picks required and the desired number of draws. These picks are recorded at the data processing centre, stored there and then transmitted to the online terminal without any need to fill out a play slip. In principle, the same game types can be played using the quick pick option as are available on the play slips.

#### 4.4 CopyPlay

Players can use CopyPlay to once again play the predictions on an entry confirmation ticket for an identical duration of play provided the predictions on the entry confirmation ticket are not used to participate in any further draws.

#### 4.5 Subscription plays

Whether the player is using a play slip (all types) or using quick picks, he or she can tick the relevant checkboxes (1, 2, 5, 10, 20) or select the respective instructions to choose the number of consecutive draws he or she wishes to enter. The player then takes part in the designated number of Joker draws with exactly the same predictions.

## Art. 5 Conclusion of a contract

Participation in Joker in accordance with these Rules of Play and Terms of Participation is open only to persons who conclude a corresponding Gaming Contract with Swisslos. In concluding a Gaming Contract with Swisslos, the player recognizes unreservedly these Rules of Play and Terms of Participation, including any addendums, as well as the Terms of the sales channel chosen (sales outlet or online participation).

## Art. 6 Stake

For each Joker number played, the stake per Joker draw is CHF 2. For subscription plays, the calculated stake is multiplied by the number of draws selected.

## Art. 7 Deadline

The deadline for submitting play slips, quick picks and CopyPlay, and the closing time for each Joker draw, is set by Swisslos in consultation with Loterie Romande (see Art. 1.3) and announced via the Swisslos sales outlets as well as via the electronic information channels used by Swisslos (Internet). Any stakes placed after the closing time of a draw are entered in the next Joker draw.

## **D. Treatment of data**

### Art. 8 Collection and storage of data

8.1 After the data on the play slips or the entry confirmation ticket has been read in at an online terminal or entered via online participation, it is transmitted to Swisslos; quick picks are generated at the Swisslos data processing centre after the relevant instructions have been transmitted by the sales outlet or via online participation. All data is recorded at the data processing centre for evaluation purposes and stored and secured on a suitable medium protected with physical or digital safeguards.

8.2 If for any reason the data cannot be correctly forwarded to or stored at Swisslos such as to allow holders of a prizewinning ticket or replacement ticket to claim their prize, or if for any reason a fundamentally valid winning ticket or replacement ticket or confirmation of a valid prize claim cannot be honoured on presentation, the liability borne by Swisslos shall be limited to reimbursement of the player's stake, excluding all other compensation to be provided by Swisslos, its representatives or agents, or the manager of a sales outlet.

The stake is reimbursed on condition that the player furnishes proof that the corresponding play slip or quick picks were duly submitted and the stake paid. No reimbursement will be provided if a ticket has been tampered with in any way.

## **E. Draw**

### Art. 9 Draw

9.1 The winning Joker number is drawn on Wednesday and Saturday evenings under the supervision of a notary or the competent authorities. These draws are valid for both the Swisslos and LoRo Contract Territories. The results of the draw, notarized or officially confirmed in writing, are final for the entitlement to a prize in the respective draw.

9.2 The winning Joker number is drawn according to the random principle. For each of the six digits of the winning Joker number, one of ten balls, numbered from 0 to 9, is drawn.

9.3 All Joker numbers registered in the Swisslos Contract Territory in accordance with these Rules of Play and Terms of Participation and all Joker numbers registered in the LoRo Contract Territory under the rules applicable there take part in the Joker draw.

## **F. Winnings**

Art. 10 Breakdown, determination and distribution of prizes

10.1 Fifty percent of the Joker stakes placed in both the Swisslos and LoRo Contract Territories are distributed as Joker prizes to players in the two territories (subsequently "Joker total prize payout").

10.2 The total prize payout per Joker draw is divided as follows across the five Joker prize categories outlined below:

<b>Prize category</b>	<b>Correct last digits</b>	<b>Percentage of total prize payout</b>	<b>Main prize</b>
1	6 correct last digits	4.00%	
2	5 correct last digits	45.00%	CHF 10,000.00
3	4 correct last digits	21.00%	CHF 1,000.00
4	3 correct last digits	15.00%	CHF 100.00
5	2 correct last digits	15.00%	CHF 10.00
Total		100.00%	

10.3 All players who correctly predict the respective number of last digits of the winning Joker number drawn in the Joker draw qualify in one of the prize categories.

Any Joker number meeting this condition entitles the player to a prize whereby a win in any prize category cancels out a win in a lower prize category.

10.4 If no player predicts the six correct digits (1st prize category) of a Joker draw in either of the Contract Territories, the prize total of the 1st prize category is rolled over to the same prize category of the next draw in which the 6 correct digits are predicted (jackpot system).

10.5 If only one qualifying Joker number is drawn in one of the prize categories 1 to 5, then the entire prize payout for this prize category is paid out for the respective Joker number. The provisions of Art. 10.8 remain unaffected.

10.6 If there are multiple winning Joker numbers in one of the prize categories, the prize payout of this prize category is equally distributed between them. The provisions of Art. 10.8 remain unaffected.

10.7 If there is no winning Joker number in prize categories 2 to 5, the prize payout of the respective prize category is allocated to the 1st prize category of the same draw.

10.8 In prize categories 2 to 5, an upper prize limit ("main prize") can be applied as per Art. 10.2. If the prize payout per qualifying Joker number calculated as per Art. 10 is higher than the main prize amount, only the main prize is paid out to the winning Joker

number(s) in this prize category. The amount of the calculated prize payout that is in this case not paid out in favour of the winning Joker number(s) of the respective prize category is allocated to the 1st prize category of the same draw.

10.9 If the prize money for each qualifying Joker number in prize categories 1 to 4 is lower than for the next lowest prize category, the prize payouts of both prize categories are combined and paid out in equal parts among the winning Joker numbers of both prize categories.

10.10 In accordance with common commercial practice, all calculated prizes are rounded to the nearest 5 cents.

## **G. Notification of draw result / payment of prizes / forfeit of prizes**

### **Art. 11 Notification of draw result**

11.1 All information relating to the running of individual Joker draws, in particular exceptional changes in the closing time, are published via the electronic information channels used by Swisslos (Internet, online terminal).

11.2 Public notification of the draw result, i.e. announcement of the winning number and the winning odds, is in the form of prize bulletins published by Swisslos. They are available for 26 weeks from the day of the draw (payout release date) at Swisslos points of sale, or can be obtained from Swisslos. The payout release date printed on the prize bulletin is the date of the official notification which is decisive for the calculation of the prize expiry date as per Art. 13.

If a player takes part in a Joker draw anonymously, he or she cannot be notified of a prize. Special provisions apply to entries submitted via online participation.

### **Art. 12 Conditions for the payment of prizes**

12.1 Swisslos is deemed to have met, and been released from, its obligation to pay prizes when it, or a Swisslos sales outlet acting on its behalf, makes payment to the bearer of a valid document evidencing the claim to the prize.

12.2 If, prior to payment of a prize, Swisslos should receive information that entitlement to a document evidencing the claim to said prize has been contested, it is entitled to suspend payment and grant the claimant a deadline by which to assert his or her superior right or prove that the question of entitlement to the document evidencing the claim to the prize warrants court proceedings.

Swisslos will make a final decision on the basis of the evidence presented. If the claimant makes the outcome dependent on court proceedings, Swisslos will wait until the court has issued a final and absolute ruling.

### **Art. 13 Forfeit of prizes**

Prizes which are not claimed within 26 weeks of the date of public notification of the outcome of the Joker draw (Art. 11.2) are forfeited and used for the charitable purpose to which Swisslos contributes.



## **H. Publication of estimated top-ranking prize payout (jackpot)**

### **Art. 14 Publication of estimated top-ranking prize payout (jackpot)**

Once the results of each draw are announced, Swisslos publishes the estimated top-ranking prize payout for the following draw via the electronic information channels (ISP, Internet, online terminals) and by means of a press release. The estimated top-ranking prize payout is referred to as the “jackpot” and is non-binding. No warranty is given for the information provided. Liability as regards incorrect publication of the jackpot is excluded. Article 10 above is decisive with regard to the determination of prizes.

## **I. Objections**

### **Art. 15 Objections**

15.1 Players whose alleged prizes were not paid out on their assertion of a claim in accordance with these Rules of Play and Terms of Participation may lodge an objection within 10 days of the date of refusal of payment (or, if playing via online participation, from the date they took note that they were not notified of the prize or that the payout was not made or granted) but by no later than within 26 weeks of the date of public notification of the outcome of the Joker draw (Art. 11.2). For subscription plays, the appeal period starts from the date of the draw for which payout was refused.

15.2 The objection must be submitted by registered letter addressed to Swisslos and handed in at an office of Swiss Post by no later than the final day of the period for objection. The appeal must include the player's name and address, the designation of the sales outlet, the number or date of the respective Joker draw, the ticket confirming entry in the draw, as well as the grounds for objection. Moreover, the ticket supporting the claim or replacement ticket, or any other documents supporting the claim, must be enclosed. Objections received late or which do not include all the necessary information cannot be considered.

15.3 Solely those numbers which are stored with Swisslos in compliance with the regulatory provisions are relevant for the assessment of entitlement to a prize in accordance with these Rules of Play and Terms of Participation.

## **J. Publication medium**

### **Art. 16 Publication medium**

Subject to the provisions under Art. 11.1 and 11.2, all notices from Swisslos as well as additional organizational provisions of a general nature regarding the Joker draw are published in the Swiss Official Gazette of Commerce as official publication. Additional organizational provisions are published at least eleven weeks prior to entry into force.

## **K. Transitional provisions**

### **Art. 17 Discontinuation of game and successor products**

17.1 When the game described in these Rules of Play and Terms of Participation is discontinued, any funds remaining in the jackpot will be paid out in the last draw. If no player qualifies for the first prize category, the jackpot will be added to the next prize category below it in which at least one player qualifies.

17.2 If the game described in these Rules of Play and Terms of Participation is continued in a modified but comparable way, the funds remaining in the jackpot will be transferred to the successor game. A game will be deemed a successor game if the product name remains the same, in particular, and if the main characteristics of the game are not modified or only slightly modified.

## **L. Final provisions**

### **Art. 18 Operating licences**

The licences to issue and operate Joker draws granted in compliance with the hitherto applicable lottery legislation and in accordance with these Rules of Play and Terms of Participation, together with the associated activities, apply solely to Swisslos itself (Art. 1.2).

### **Art. 19 Decisions of the company management**

All decisions in respect of Joker draws are taken by the Swisslos company management. All decisions taken in this manner are deemed to be decisions of the Swisslos company management. Decisions are final and no correspondence will be entered into.

### **Art. 20 Validity**

20.1 These Rules of Play and Terms of Participation govern only participation in Joker in the Swisslos Contract Territory. They enter into force on 7 February 2022. Thereafter, all previous provisions issued governing participation in Joker are no longer valid. Swisslos reserves the right to amend these Rules of Play and Terms of Participation.

20.2 Where the English, French or Italian version of these Rules of Play and Terms of Participation deviates from the German version, the German version alone is binding.

20.3 These Rules of Play and Terms of Participation can be obtained from Swisslos, P.O. Box, 4002 Basel, or via the official website [www.swisslos.ch](http://www.swisslos.ch).