

## TERMS AND CONDITIONS

### Contents

<b>TERMS AND CONDITIONS</b> .....	<b>1</b>
<b>1.0 ABOUT THESE TERMS AND CONDITIONS</b> .....	<b>3</b>
<b>2.0 DEFINITIONS OF TERMS &amp; INTERPRETATION</b> .....	<b>3</b>
<b>3.0 ACCEPTANCE AND ACKNOWLEDGEMENT</b> .....	<b>4</b>
<b>4.0 AMMENDMENT OF TERMS</b> .....	<b>5</b>
<b>6.0 ACCESSIBILITY AND USE OF SERVICES WE PROVIDE</b> .....	<b>5</b>
<b>7.0 ACCOUNT REGISTRATION AND SIGN UP</b> .....	<b>6</b>
<b>8.0 ACCOUNT SECURITY AND INTEGRITY</b> .....	<b>7</b>
<b>9.0 MAKING WITHDRAWALS FROM AN ACCOUNT AND DEPOSIT TO AN ACCOUNT</b> .....	<b>7</b>
<b>10.0 TRANSACTING VIA OUR WEBSITE AND/OR APP</b> .....	<b>9</b>
<b>11.0 TRANSACTING IN A SUSPICIOUS MANNER</b> .....	<b>10</b>
<b>12.0 VOIDABLE TRANSACTIONS AND EXERCISING THE OPTION TO VOID</b> .....	<b>11</b>
<b>13.0 WINNING &amp; SETTLEMENT OF TRANSACTIONS</b> .....	<b>12</b>
<b>14.0 ACCOUNT HOLDERS' FUNDS</b> .....	<b>12</b>
<b>15.0 SYSTEM MALFUNCTIONS</b> .....	<b>13</b>
<b>16.0 CHARGE-BACKS</b> .....	<b>13</b>
<b>17.0 FRAUDULENT ACTIVITIES</b> .....	<b>14</b>
<b>18.0 CONTROLLED GAMBLING AND GAMBLING RESPONSIBLY</b> .....	<b>14</b>
<b>19.0 ACCOUNT TERMINATION AND CLOSURE</b> .....	<b>14</b>
<b>20.0 PROPRIETARY RIGHTS</b> .....	<b>15</b>



<b>21.0 THIRD PARTY CONTENT .....</b>	<b>15</b>
<b>22.0 TAKING RESPONSIBILITY .....</b>	<b>15</b>
<b>23.0 INFORMATION AND ACCOUNT PRIVACY AND USE OF COOKIES .....</b>	<b>16</b>
<b>24.0 LINKS OWNED BY PERSONS OTHER THAN US .....</b>	<b>17</b>
<b>25.0 MISCELLANEOUS PROVISIONS .....</b>	<b>17</b>
<b>26.0 ISSUANCE AND RECEIPT OF NOTE .....</b>	<b>17</b>
<b>27.0 DISPUTE RESOLUTION AND CUSTOMER SERVICE .....</b>	<b>18</b>
<b>28.0 GAME RULES.....</b>	<b>19</b>
ABOUT FOOTSTOCK AND PLAYER CARDS.....	19
PLAYER CLASSES.....	19
FANTASY FOOTBALL.....	20
SCORING MATRIX.....	21
BUYING PACKS.....	22
STAT ROULETTE .....	22
INSTANT SELL .....	23
TRADING IN THE MARKET.....	23
REWARDS.....	24
DATA FEED .....	24
OTHER INFORMATION.....	24
<b>29. BONUS TERMS.....</b>	<b>24</b>
<b>30. LICENSE .....</b>	<b>25</b>

Customers (“you”) are advised to read our terms and conditions before making a Transaction on Footstock. The terms set out the basis on which you make the Transaction. WR digital GmbH (“Footstock”, “we”, “us”), the legal owner of the brand Footstock and inherent services, website and contents, reserves the right to change the terms and conditions from time to time as it may determine or require. You should read all of the clauses in this document carefully. If you do not understand any of the clauses in these terms you should seek advice from a legal adviser before using the site or any of the services we offer or you should not use the service.

## 1.0 About these Terms and Conditions

We aim to provide a fun online gaming and trading app for football fans. The company herein after referred to as we, us, the company, has its official office in “am Schulberg 31, 50858 Cologne, Germany”. We run and manage the website in the name footstock.com hereinafter referred to as the website or the site and together with any apps, software or other websites we may offer from time to time (the “Services”). Your use of the Services is at all times subject to the terms and conditions set out below and such other terms as may be provided by the company/ website as their need arises. Wherever such additional terms regulate your relationship with us in respect of a specific aspect of the Service, we will use our best endeavours to ensure that this is marked clearly for your attention and that you do not use such aspect of the Service without first accepting those additional terms.

**1.1** Notwithstanding the abovementioned, your use will also be subject to the Rules of the Game / the FAQs responses and other information contained in the materials owned by the company.

**1.2** In the event that there is any inconsistency among any:

- (a) Rules of Game;
- (b) These Terms;
- (c) Additional rules provided and acknowledged by the site/company,

these Terms shall prevail.

**1.3** The company also specifies in this document of Terms and Conditions of use its specific legal competence and jurisdiction regarding the processing of personal data obtained by the user. In particular, we fully act in accordance with the General Data Protection Regulation, a new set of regulations for all companies operating, directly or indirectly, in the countries belonging to the European Union. The user is referred to the consultation of our Privacy Policy in this regard.

## 2.0 Definitions of Terms & Interpretation

**2.1** Save as herein after indicated, the term “Account” shall refer to the account created by a user via the company’s website and protected by the username and password details used to create the Account. The company may also create Accounts for users and make them accessible to the user.

**2.2** “Account Holder” is the creator of an Account or the user of the account in case the account has been created by the company.

**2.3** “App” shall be the application or software program designed by the company and sanctioned by it for purposes consistent with betting and other services provided by the company.

**2.4** “Transaction” shall refer to any purchase, selling, payment, fantasy football or casino process acted via the site.

**2.5** “Card” shall refer to payment cards issued by any provider of payment cards or payment services recognised by law.

6. “Content” shall refer to all displayed information including but not limited to photographs and images on the site.

7. Any payments due to be paid to you shall be paid by us.

**2.8** An “Inactive Account” is an account in which at least one Transaction has not been placed for the duration of six months.

9. “Force Majeure” shall mean

1.means any circumstance not within a party's reasonable control including, without limitation:

2.acts of God, flood, drought, earthquake or other natural disaster;

3.epidemic or pandemic;

4.terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

5.nuclear, chemical or biological contamination or sonic boom;

6.any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

7.collapse of buildings, fire, explosion or accident; and

8.interruption or failure of utility service.

**2.10** “Rules of the Game” are the rules and regulations pertaining to the use of the services provided by the site in respect of each specific game.

**2.11** “Regulator” shall refer to UK Gambling Commission established under the English laws and governing betting activities within the jurisdiction.

**2.12** “Stock” or “player card” or “card” or “player” refers to unit of value in any given player made available for purchase via the Service.

**2.13** “Third Party Content” shall refer to all information including but not limited to images, photos, writings and such others that the company does not have or claim proprietary rights because the said rights are vested in third parties.

**2.14** “user” or “you”, “your” refers to the person who created an account with the site or the person who engages us for purposes of the services provided in the site or app.

**2.15** References to “including” shall be interpreted to mean “including but not limited to”. Reference to the “term of service” shall be extended to include the plural thereto and vice versa.

## 3.0 Acceptance and Acknowledgement

**3.1** By accessing the site on each occasion you represent to us that you have read and understood these Terms and that you agree to be bound by these Terms.

**3.2** By using any game on the Service you represent and warrant that you understand and accept the relevant parts of the Rules of the Game.

**3.3** If you do not understand the terms, or you do not agree to them, then you should not use the Service.

**3.4** We advise you to print a copy of these terms of service for your records and to review them regularly when accessing the service.

**3.5** We will make reasonable efforts to inform you of any changes to these terms, such as emailing you about changes, but it is your responsibility to review and understand the terms before using the Service.

**3.6** Accessing and using the site and its inherent services, you expressly accept to be bound to this legal agreement and to our specific Data Protection treatment (alias Privacy Policy).

## 4.0 Amendment of Terms

**4.1** We reserve the right to amend the Terms and the Rules of the Game from time to time, and we shall use appropriate and industry standard methods to communicate to the changes to the Terms to you, for example by presenting the information in a pop ups in the site or app.

**4.2** If you do not accept any changes to these Terms or the Rules of the Game, you should stop using the Service.

**4.3** We cannot guarantee that changes to the Terms or the Rules of the Game, particularly when those changes are necessary to comply with a regulatory or other legal obligation, will not negatively affect any of your Transactions. Where such changes are necessary, we will endeavour to provide you with sufficient notice of such changes to allow you to exit any Transactions that may be so affected. By using the Service, however, you acknowledge and agree that this may not always be possible.

## 6.0 Accessibility and Use of Services we Provide

**6.2** Users of our service must not and should never:

- (a) Interfere with the integrity of our network, servers or any other features designed to support provision of our services by any means including use of spyware, virus or any program with a disruptive or destructive nature.
- (b) Users are further restricted from unauthorised interference, modifications and alterations on any features of our website, app and any services provided therein.
- (c) access our services through unauthorised means including use of scripts, crawlers, automated devices and such others;
- (d) try to interfere with another users attempt to access our services or encourage malicious activities against our services and property;
- (e) commit any illegal act by using our services or property.
- (f) do anything likely to imply an association or partnership between a third party and us or an endorsement by us of that third party.

**6.3** Use of services we offer is subject to the users' device or computer complying with the standard specifications in terms of technical compatibility requirements.

#### **6.4** By using our Services you consent and confirm that:

- (a) you are at least 18+ years old;
- (b) you will not use our Services in jurisdictions in which they are illegal;
- (c) you have the legal capacity to enter into these Terms as a binding contract;
- (d) you are a natural person;
- (e) you are acting on your own behalf and not as an agent of another.
- (f) you are not actively a direct participant in a Match upon which our Services are based;
- (g) you are not registered on any list of excluded gamblers or players;
- (h) you shall not use unauthorised money access or transfer mechanisms especially in jurisdictions in which the services we offer are prohibited;
- (i) you shall not commit any act which is illegal or do any act which might be illegal when using your Account or our Services directly or indirectly;
- (j) you shall keep your personal and other details up to date with us at all times including name, country of residence and contact information.
- (k) you are not restricted from using our services in any way; and
- (l) you shall only open and manage just one account with us unless you have our express permission to open more than one.

**6.5** We do not offer our services to people resident in jurisdictions in which our services are prohibited and it is your responsible to ensure by accessing the Services you are not committing any crime or breaking any law. You agree to indemnify and hold us harmless in respect of any claim brought against us as a result of any breach of this clause 6.5.

**6.6** We reserve the right to take appropriate action against account holders in the event of breach of our terms including but not limited to the following;

- (a) cancellation of the account used or any individual Transaction, as the case may be;
- (b) non-payment of any funds owing to you with respect to a Transaction which has been made in breach of these terms;
- (c) making reference of report to any appropriate entity or persons in authority or any third party in association with the account holder;

## **7.0 Account Registration and Sign Up**

**7.1** We are a regulated business and are under legal and fiduciary duties to accurately identify and keep identified our Account holders. Therefore, a prospective account holder must provide and keep updated all the information we request during registration process which can include the following;

- (a) date of birth indicating that the individual is 18 years old and above;
- (b) names: first and last appearing consecutively;
- (c) place of abode: residence

- (d) valid email address in active use;
- (e) personal user name and password, to be kept confidential;

**7.3** An account whose holder's age cannot be verified within 72hrs of signing up for an account can be closed so that the user cannot participate in any of the Services we offer, unless and until the Account holder's age has been verified.

**7.4** A person shall hold only one account; in the event that he/she holds more than one, the duplicate one or both shall be closed down. We reserve the right to communicate or fail to communicate the reason for closure of an account.

**7.5** An account whose holder has not reached the age of 18 shall not be permitted to operate and any winnings out of a Transaction placed by an accountholder who is not 18 shall not be payable and any deposits made by the minor shall be refunded promptly.

**7.7** At the time of opening an account, the account holder agrees and confirms that;

- (a) he/she participates in the activities and services offered by us in his/her sole volition and/or discretion.
- (b) he/she may ask us questions relating to our services at any time.

**7.8** Prospective account holders may ask us questions relating to what we do or the services we offer and shall furnish us with an appropriate level of information to allow us to respond to those questions appropriately.

## 8.0 Account Security and Integrity

**8.1** You shall keep the user name and password of your Account confidential.

**8.2** You shall promptly inform us of any activities in respect of your Account that you do not recognise as your own including any potential attempt by a third party to access your Account. If the details, such as the user name and/or password of the Account, is lost, you should inform us immediately.

## 9.0 Making Withdrawals from an Account and Deposit to an Account

**9.1** You may be required to deposit money into your Account in order to use Services. Where we offer money as an incentive to sign up to one of our Services, we reserve the right to deposit such money into your account in a form consistent with these Terms.. You may not be able to withdraw any money deposited by us into your Account in connection with a promotion from the Account. Information concerning deposit and withdrawal are available via our website or app.

**9.2** Deposits and withdrawals via the website shall be made in pounds sterling GBP ("GBP") or Euros EUR („EUR“).

**9.3** With reference to our anti-money laundering policy, we reserve the right to question the source of any money deposited in your Account and we may suspend or terminate such Account or take any steps necessary with regard to it in our sole discretion until we are reasonably satisfied as to the source of the funds.

**9.4** We do not accept bank drafts or cheques. No Transaction may be placed in the absence of sufficient funds in the user's account to place such Transaction.

**9.5** The minimum amount for placing a Transaction is £0.1 and the maximum shall be indicated via the Services and we may change the maximum at any time. In the event that a Transaction has been accepted as correctly placed but you do not have sufficient funds in your Account to place such a Transaction; we may without limitation:

- (a) consider the Transaction void and credit the funds back to your Account; or
- (b) require you to pay in additional funds to make up the shortfall; or
- (c) make a decision as to what other action to take as we deem fit in all the circumstances.

**9.6** You may withdraw money from your Account at any time provided that;

- (a) the money is not from an amount credited by us to the Account as part of a promotion or an incentive payment, which has not been used to place a Transaction or the terms of that promotion or incentive payment have not been satisfied in full.
- (b) you have complied with all of our identity and security requirements and any additional anti-money laundering requirements that we may reasonably impose.
- (c) you have complied in all material respects with the Terms and there is no breach of these Terms ongoing that would prevent us from making payment from their account.

**9.7** We might pass on to you fees for deposit or withdrawals imposed on us by our payment method provider. Your payment method provider or financial institution may charge for such services and you are solely responsible for meeting any costs imposed on you by your payment method provider or financial institution.

**9.8** You are responsible for reporting any incorrectly made withdrawals, and you acknowledge and agree when using the service that we do not actively monitor withdrawal activity and that determining whether a withdrawal is properly made or not is your responsibility;

**9.9** You shall furnish us with updated financial details as may be necessary for the operation of the service, for example by providing up to date credit or debit card details;

**9.10** In the event that you lose or cancel your debit or credit card, you must update the details in your Account promptly.

**9.11** If your bank informs us that a card whose details are entered in any accounts participating in activities and services offered by us is declined or has been reported lost, stolen or cancelled, we may stop any activities relating to that card until and unless you have provided sufficient information to allow us to lift such suspension or until you have provided us with new card details.

**9.12** We shall use the information contained in the card provided by you to verify your identity and to conduct anti-money laundering and anti-fraud checks and you agree to the use of your personal information for those purposes.

**9.13** We reserve the right to set-off amounts owed to us by you and unpaid from the balance in your account. We may give you appropriate notice of our intention to do so in advance and to offer you the opportunity to remedy make payment via another method but any such offer is without prejudice to our right of set off set out herein.

**9.14** You can only withdraw to a cards which have previously been used to deposit.

**9.15** The minimum withdrawal amount for cards is £15.00 or the full account balance. The maximum daily withdrawal amount is £5,000.00 per card and the maximum monthly amount is £50,000.00 per card.

## 10.0 Transacting via our Website and/or App

**10.1** It is your responsibility to read the Rules of the Game carefully and understand the terminology used in relation to Transactions in our Service. We do not accept liability for losses incurred by an account holder on the basis of not understanding or adhering to our Terms, rules and Transaction related terminology.

**10.2** You can only place a Transaction which is the lesser of the maximum amount permitted to be deposited in your Account by your bank and the maximum amount permitted by us.

**10.3** We may accept or refuse to accept a Transaction placed for any reason.

**10.4** If a Transaction is made using a debit or credit card, the funds must be deposited in the user's account. If for any reason the funds are not deposited in the user's account in advance of placing the Transaction the Transaction shall be voided unless we communicate otherwise.

**10.5** Each Transaction is considered a separate Transaction, the account holder may place a valid Transaction in compliance with these Terms. Information on whether a Transaction has been accepted or declined will be available in the history screens of the relevant Account. You must verify for yourself that the details of the Transaction are correct and accurate before the Transaction is placed; once a Transaction has been placed, it is irrevocable and you cannot cancel it.

**10.7** Transactions must be done through our Services and not via accessing or attempting to access any API endpoint or by any other means without our explicit approval.

**10.8** Any promotions made available to users shall be available to you at our discretion subject to any Terms of such promotions made available to you at the time. The same shall be communicated.

**10.9** The time of a Transaction shall be the time at which the Transaction was submitted to our servers.

**10.10** By placing a Transaction, you confirm that

- (i) you are not precluded from betting by any third party terms including employment contracts;
- (ii) that you do not know the outcome of such Transaction and
- (iii) you are prepared to accept the loss of the money with which the Transaction has been made.

**10.11** Breach of any term under this clause 10 is a material breach of these terms and may lead to the voiding of a Transaction placed while such breach is continuing.

**10.12** We may charge a transaction fee of up to 5% on transactions between users.

## 11.0 Transacting in a Suspicious Manner

**11.1** We monitor the Transaction activity on our service closely and we use technology to spot patterns and transactions which may be fraudulent or in contravention of these terms. Some examples of the types of transactions we might consider suspicious include:

- (a) unusual frequency and/or pattern of Transactions in a particular selection within a short period;
- (b) where there is unusual and/or inordinate pattern of Transactions in a particular selection which seem to be inconsistent with the circumstances.
- (c) where the circumstances of transactions suggest that you did not make the Transactions personally or that the Transactions were made robotically.
- (d) where an account holder is reasonably believed to have gained special knowledge or advantage on a Transaction through connection with any of the players, referees or other actors involved in the game in question.
- (e) where we reasonably form the opinion that you have created or gained access to multiple Accounts with the intention of concealing your pattern of transactions or for any other reason.
- (f) where we reasonably form the opinion that you are not acting on your own behalf.

- (g) where a transaction has been made in a location other than the one you claim to have made your transaction from.
- (h) Where we form the opinion that the circumstances of a user to user transaction are unusually unfavourable to one party and unusually favourable to the other party.

**11.2** In the event of breach of any of the terms in clause 11, we may in our sole discretion:

- (a) require you to demonstrate that your Transaction activity was not in contravention of these Terms.
- (b) suspend activities in the account, withhold payment of any funds held by us pending the completion of our investigations, such investigations not will not be unreasonably delayed, or deny access to your Account. You agree that we shall not be liable for any losses you incur as a result of these investigations, including as a result that the value of your portfolio decreases during the period of any investigation in which your Account is inaccessible.

**11.1** Where we suspect that any Transaction was placed in contravention of these Terms, the same shall be investigated against your other activities and appropriate action may be taken in relation to other Transactions as a result of those investigations.

**11.2** We may withhold winnings or prevent deposits of money for a period necessary for the completion of the investigation as to whether the terms under clause 11 herein were not violated. We reserve the right to void the Transaction or a series of Transactions placed in suspicious manner.

**11.3** We reserve the right to use any lawful means at our disposal to investigate suspicious Transactions.

**11.4** We shall recover from you any losses suffered by us due to suspicious transactions in your account, without prejudice to any legal remedies we shall have and to the fullest extent permitted by law.

## 12.0 Voidable Transactions and Exercising the Option to Void

**12.1** In the event that we are required to verify details of prospective and current account owners and we reach the decision that your account has to be terminated for breach of these Terms:

- (a) all the Transactions placed previously shall be deemed voided; all winnings accrued but not yet paid to you shall be forfeited; and we may require you to send back to us your winnings in respect of any previously voided transactions and you agree to do so.
- (b) funds in your Account shall be refunded less any amounts you owe us;
- (c) in the case of a underage person, no winnings shall be recognised and any funds deposited in an Account shall be refunded and the Account shall be closed;

**12.2** We reserve the right to terminate or suspend your Account if:

- (a) You are acting in coalition with others and thereby jointly and/or severally;
  - (i) committing unlawful or illegal acts through the use of our Services;
  - (ii) making attempts to defraud us or others;
  - (iii) acting in contravention of our terms;
  - (iv) taking advantage of us, a third party in a manner not consistent with our terms.
  - (v) have become insolvent or withdrawn from our services.
  - (vi) engaging in activities not permitted in these Terms.
- (b) the law makes it a requirement on our part.

**12.3** We further reserve the right to void or cancel any Transaction at our discretion if:

- (a) We experience a technical inability to offer the service at that time;
- (b) there is a manifest error in the placement of such a Transaction;
- (c) a Transaction has been declared void before it is paid out. We shall refund, by depositing in your Account, any amount previously deducted from your account with respect to that Transaction;
- (d) we decide to exclude you from any of the activities or Transactions or any promotions affecting that Transaction. You may be excluded from participating in any promotion without us communicating the reason for such exclusion to you.

## 13.0 Winning & Settlement of Transactions

**13.1** Winnings consistent with these Terms shall be credited to your Account. Upon withdrawal, money will be sent to the card or bank account registered to your Account.

**13.2** We aim to make deposits within 5 working days, however, the payment service you use may take more time to return withdrawals.

**13.3** Results of your Transactions will be available to you in our website, we may send you a notification email in the email address you provided at the time of opening your account;

## 14.0 Account Holders' Funds

**14.1** We are required by our licence to inform customers about what happens to funds which we hold on account for you the event of insolvency.

[www.gamblingcommission.gov.uk/consumers/protection\\_of\\_customer\\_funds.aspx](http://www.gamblingcommission.gov.uk/consumers/protection_of_customer_funds.aspx)

We hold customer funds separate from company funds in different bank accounts. These funds are not protected in the event of insolvency. This meets the Gambling

Commission's requirements for the segregation of customer funds at the level: basic segregation.

## 15.0 System Malfunctions

**15.1** We take appropriate steps in line with industry standards to ensure that the services we offer are available and free from errors. In the event that we detect or are notified of a problem or error with the service, we shall take steps to correct it promptly.

**15.2** Where an error in our system has affected any transactions, we shall endeavour to correct those errors and to void any transactions affected by such errors. The intended price at the time of acceptance shall be applied for the refund of those transactions to your account.

**15.3** You should notify us of any erroneous credit to your account.

**15.4** Any winnings arising from an error in our system shall be voided and no longer be payable to you.

**15.5** Any payment made to you prior to an error being detected or reported but resulting from that error shall be deemed invalid unless and until the same is properly sanctioned by us and you agree to hold any funds paid out to you as a result of such an error in trust for us.

**15.6** In the event that you notice an error you shall:

- (a) stop your ongoing activities including placing Transactions;
- (b) inform us of the error.

**15.7** In the event that we credit money affected by an error to your Account, all successive Transactions placed using that money shall be cancelled and any money paid out shall be considered held by you on trust for us.

## 16.0 Charge-backs

You shall ensure that no cancellation of your deposit or charge backs happens with respect to your account; in the event that the same occurs, you must refund us money spent by us as a result and any such sums shall be owed to us as a debt until they have been paid in full.

## 17.0 Fraudulent activities

**17.1** You shall not use our services to defraud others, in the event that you are found to have done so, we shall take appropriate action including informing the relevant authority and/or third parties about the same.

**17.2** We reserve the right to report illegal acts committed while you use our services and to suspend or terminate such an account at any time.

## 18.0 Controlled Gambling and Gambling Responsibly

**18.1** We are fully committed to responsible gambling and we make available the following services to ensure that our service is a safe environment for vulnerable users. Users who form the opinion that they have developed a gambling problem may use our self-exclusion program at any time.

**18.2** You may want to set the limit you can deposit per day, week or month. Reduction of the limit takes effect immediately while an increase takes effect after 24 hours.

**18.3** If you ask us to, we will limit your gambling activities by limiting your participation for a suitable period, such as 6 months or up to five years as you may request, and as result we shall retain your financial details such as card number to enable us implement this policy.

**18.4** Our self-exclusion program is voluntary and requires commitment from us and from you: you are advised against making attempts to open a new Account with us while in the program and against gambling with third parties.

**18.5** You may access our self-exclusion program at the 'responsible gambling' section in our app or website.

**18.6** Upon lapse of the time frame within which an account holder is in the self-exclusion program, he/she may make a request to resume gambling in which case the account will be re-activated after the expiry of 24 hours.

**18.7** If you form the opinion that you need help to control your gambling habits, please contact us or access our responsible gambling page at any time.

## 19.0 Account Termination and Closure

**19.1** If you want to close your account, please inform us in advance.

**19.2** Inactive accounts shall be terminated. In the event that we have notified you of the same but we receive no response from you, we might demand compensation for maintaining your inactive account or set-off the same from your account.

**19.3** We reserve the right to close any account anytime, subject to notice to you.

## 20.0 Proprietary Rights

The nature, design, make, looks appearance or any such features of our website, app, content are protected by the relevant legal rights and proprietorship including patent, copyright, trade marks, utility models and such other rights recognised in law and as such shall not be copied, transmitted, sold or dealt with in any manner inconsistent with our permission or in case we have not given such permission, shall not be dealt with in a manner inconsistent with our rights.

## 21.0 Third Party Content

**21.1** In the event that you use any aspect of our services that allows you to upload your own content, we take no responsibility for the same and no liability at all.

**21.2** Account holder shall ensure that user generated content they upload to our website is:

- (a) originally his own or he/she has the requisite permission to use it in such manner;
- (b) not in contravention of any rights or proprietorship of any third party.
- (c) is free from libellous or slanderous content.
- (d) is free from malicious or disruptive computer codes.
- (e) is compliant with all the relevant laws.

**21.3** By uploading any user generated content, you give us the full discretion to use or deal with it in any manner we see fit or appropriate for us in our activities including commercial activities. We may inspect the content or not.

## 22.0 Taking Responsibility

**22.1** We shall exercise reasonable care, skill and competence in providing the service.

**22.3** You accept the fact that we may not at all times offer flawless services as contemplated.

**22.4** We do not give an assurance that we shall at all times have secure services or website but we will use commercially reasonable endeavours to ensure the security of our services and website.

**22.5** Nothing in these terms shall limit our liability for fraud, negligence, death or personal injury.

**22.6** You agree that using our services is at your own risk and losses incurred shall be borne by you. You also accept that you know that you may lose money instead of winning and that we cannot accept liability for those losses.

**22.7** We shall not be liable for any losses or injuries due to:

- (a) errors or anomalies beyond our control;
- (b) cancellation of a game or match by third parties or due to things we have no control over;
- (c) act of God or Force Majeure;
- (d) acts in contravention of our terms or policy;
- (e) criminal activities by you or a third party;
- (f) losses you incur through inappropriate use of our services such as wrong user name and other instances including:
  - (i) failure to make a transaction in time, unless the same is occasioned by us;
  - (ii) negligent losses unless the same was in reliance of information provided by us;
  - (iii) liability for tortious claims, statutory breach and other liability of legal nature for data loss, injury to reputation, loss of goodwill or opportunity and any other indirect loss.
  - (iv)

**22.8** In the event that we admit liability for any losses occasioned in a transaction made by you, subject to the relevant provisions of our terms, the amount thereof shall not be higher than the stake used in the transaction;

**22.9** Notwithstanding any of the provisions of these terms, nothing herein shall restrict our liability for things upon which exclusion of liability is excluded.

## 23.0 Information and Account Privacy and Use of Cookies

We undertake to keep all private information you give to us private and further undertake that we shall not give the same to third parties. Our users accept to keep such information safe, too. Information, Account Privacy and Use of Cookies are governed by our privacy policy.

## 24.0 Links Owned by Persons Other Than Us

We are not responsible for links to sites owned by persons other than us; you shall review their terms and conditions before using them and you acknowledge that we make no representation in respect of those sites.

## 25.0 Miscellaneous Provisions

**25.1** Any delay, failure or unwillingness by us to exercise any of the rights and/or remedies available to us under these Terms and any other applicable laws shall not be a waiver of such a right, we reserve the right to exercise discretion on enforcement of the same.

**25.2** The terms herein contained shall be the operating agreement between us and our users and shall not be contradicted by any other agreement or promise. In the event that such contradictions occur, these Terms shall prevail.

**25.3** You agree that you shall never, without our consent, confer, change, transfer or assign rights over services offered by us, nor hold yourself out as being able to do so.

**25.4** You further consent that we may, at any time and without notice, confer, change, transfer or assign rights over services offered by us.

**25.4** You further agree that we may elect to contract or subcontract a third party to offer the services and that we shall remain liable in the event that liability arises on our part.

**25.5** In the event that a court finds any of our terms inconsistent with a legal provision or unenforceable in light of the prevailing legal principles, such term shall be severed from the rest of these Terms and the remaining Terms shall operate fully as if such severance was not done, to the greatest extent possible.

**25.6** These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

## 26.0 Issuance and Receipt of Note

**26.1** You shall notify us through our contact information made available to you by us if you want to give notice in respect of these Terms.

**26.2** In the event that we need to serve notice on you, we shall use the contact information provided by you in relation to your Account, and your failure to update the contact information in your Account shall not invalidate the service of any notice.

**26.3** We shall consider service properly effected and notice received in case of an email, 24 hours after sending, lapse of three days in case of a letter, immediately if posted on the service.

## 27.0 Dispute Resolution and Customer Service

**27.1** In case you have any questions for us concerning the Terms herein or anything relating to the services we offer, please contact us using the contact information available in our website or app. You may call us, send us an email or write to us using the contact details provided on the website.

**27.2** Questions relating to completed transactions must be raised promptly after completion;

**27.3** We do our best to respond to your questions promptly and give solutions to any difficulties within 72 hours, if we are unable to do so, the same shall be forwarded to our customer service manager. We shall inform you of progress made on your problem or enquiry at appropriate intervals.

**27.4** We shall also involve you in attempting to solve some of the problems you may have with respect to our services.

**27.5** During this process all telephone and e-mail communications with you and any other person may be recorded. If the contents of these communications are disputed, then we will consult these records and these will be key in our decision making process, unless additional evidence is presented.

**27.6** During the resolution process You must agree not to reveal the existence or detail of any enquiry, complaints or disputes to any third party, which could include discussions in chat rooms or equivalent forums and shall be deemed confidential information. In the event of unauthorised disclosure of confidential information, then the resolution process will be put on hold. In these circumstances we will also have the ability to freeze and potentially close your account.

**27.7** Any dispute relating to the agreement between you and us in the terms herein together with any issues that may arise from provisions of our services shall at all times be governed by English law and, shall be resolved in accordance with the procedures set out below.

**27.8** Should you remain dissatisfied in relation to a dispute with us, you do have the option to escalate the matter externally via an alternative dispute resolution provider, if you request this from us we will provide you with further information about this process.

You may also escalate the matter externally to the Independent Betting Adjudication Service (IBAS), if you are not satisfied with the result of our internal dispute resolution process.

The IBAS will take the role of an impartial adjudicator on disputes that arise between betting and gambling operators and their customers, provided they have been through the operator's own internal dispute procedures and if deadlock exists.

The IBAS uses a panel of experts with specialist knowledge of the gambling industry which they apply to the facts. The IBAS panel will adjudicate by reference to these terms but do not rule on complex legal issues. As well as offering effective dispute resolution procedures, IBAS also check that we have complied with the standards set by the appropriate regulatory bodies and with the IBAS Terms and conditions of registration. IBAS can be contacted at [www.ibas-uk.com](http://www.ibas-uk.com) or via telephone on +44 (0)207 347 5883 or via post at IBAS, PO Box 62639, London EC3P 3AS. You may refer a dispute to IBAS at any time following the conclusion of our review of the dispute, so long as this is within twelve months of the date when the dispute arose.

## 28.0 Game Rules

### About Footstock and Player Cards

Footstock is based on a trading card system. Every Premier League player has their own trading card.

Each card has stats unique to that player which reflect their real-life skills and are aggregated to give them an overall score.

### Player Classes

Players are ranked into 5 classes via their overall performance score. The better a player performs, the rarer and more valuable his cards become. In the 2018/2019 season, the performance score equals to the accumulated number of fantasy football points that the player has scored in this seasons' matches.

In the 2019/2020 season

CLASS	PLAYERS IN CLASS	AVAILABILITY	PLAYER (EXAMPLE)
Legendary 	5		Mo. Salah
Epic 	25		A. Lacazette
Rare 	50		R. Barkley
Common 	150		A. Lennon
Basic 	350		B. Reid

## Fantasy Football

Users can take part in fantasy football tournaments (tourneys) with the players they have. To do so, users select a tournament, pay the buy-in and select the players, that they want to join the tourney with. The Footstock scoring system awards points for the actions your players take in 'real games' on matchday. If your players score more points than anyone else -you win the pot. Or parts of the pot. The payout structure can vary from tourney to tourney and depends on the number of participants and the size of the prize pool.

Tourneys might have restrictions about:

- what teams you can chose players from
- what player classes you can chose players from
- other player characteristics (e.g. player age: "only players who are older than 33")

There are Freeroll Tourneys in which you can win money but do not have to pay a buy-in fee.

There are Tourneys with a guaranteed prize pool: Tourneys in which we guarantee a minimum size of the prize pool. The prize pool in those does not rise with buy ins until the guaranteed sum is reached.

Should several participants win with identical teams, their winnings are split between them.



Every tourney is governed by its “tourney rules”. These are accessible for the user from the tournament section of the app. They contain information on restrictions, prize pool, etc.. and can vary from tourney to tourney.

## Scoring Matrix

Points are awarded according to this scoring matrix

stat	points
goals	20
penaltySave	15
cleanSheet goalkeeper	10
assists	10
win	6
cleanSheet defender	5
wonContest	2
saves	2
tacklesWon	1
shotsOnTarget	1
cleanSheet midfielder	1
interceptions	0,5
crosses	0,5
totalClearance	0,3
ballRecovery	0,3
passesCompleted	0,05
minutesPlayed	0,025
goalsAgainst Attacker	0
cleanSheet attacker	0
blockedScoringAtt	0
bigChanceCreated	0
possLostAll	-0,2
fouls	-0,2

offsides	-1
goalsAgainst Midfielder	-1
yellowCards	-2
goalsAgainst Defender	-2
errorLeadToShot	-2
penaltyConceded	-5
errorLeadToGoal	-5
yellowRedCards	-6
redCards	-8
ownGoals	-8
penaltyMiss	-15

## Buying Packs

You can buy player cards in packs from the house. There are several kinds of packs that vary in price and content. The higher the price of a pack, the higher the likelihood to find great players in them. The users are presented with the following information before buying packs:

Price of the pack, number of players inside the pack, average number of Basic players inside the pack, average number of Common players inside the pack, average number of Rare players inside the pack, average number of Epic players inside the pack, average number of Legendary players inside the pack.

The content of packs is randomized according to the expected content (average number of players per class) that the user is presented with before buying a pack. We might offer bonus packs for reward and marketing purposes: Bonus packs are packs in which the content has been altered deliberately in the favour of the user. E.g. we will ask users what team they support. We might alter the random content of a pack such that it contains more players of said team. Bonus packs are marked as such so that users know when they have received a bonus pack.

## Stat Roulette

In our game Stat-Roulette, you pick any one of your player cards and pay a fee to play. Then one opponent card (any other Premier League player) is selected at random. Then one stat is chosen at random (goals, assists, passes etc.). If your card has a better value in that stat then the random opponent card, you win the opponent card. If the opponent card has a better value than your card, you lose your card.

## Instant Sell

You can instantly sell your card to the Footstock bank at the price offered by Footstock. This offer can be removed by WR digital GmbH at any time without notice.

## Trading in the Market

You can trade player cards with other users in the Footstock market. The house might also trade in the market.

How to sell a player in the market:

See if there is an open buying order for that player (which means that somebody else has previously said: "I want to buy this player and I am willing to pay £X for him" and no seller has been found so far).

If there is an open buying order, you can chose between two options:

1. You can either sell your player right away for the price that the other trader has offered. In that case, the money is deducted from the other trader`s balance and added on to your balance and the player is transferred from your collection to his collection.
2. Or you create a selling order with a higher price (which means that you say "I am willing to sell this player for £Y."). That selling order becomes publicly available to all traders in the market. They get presented with the option to buy the player for the price you have asked for.

If there are currently no open buying orders in the market, you have no instant sell option (we are working on that) but you can create a selling order that will become available to the other traders.

Buying a player in the market works just like that, just the other way round.

How to buy a player in the market:

See if there is an open selling order for that player (which means that somebody else has previously said: "I want to sell this player for £X" and no buyer has been found so far).

If there is an open selling order, you can chose between two options:

1. You can either buy your player right away for the price that the other trader has asked. In that case, the money is deducted from your balance and added on to the other trader`s balance and the player is transferred from his collection to your collection.
2. Or you create a buying order with a lower price (which means that you say "I am willing to buy this player for £Y."). That buying order becomes publicly available to all traders in the market who own that particular player. They get presented with the option to sell the player for the price you have offered.

## Rewards

You can earn rewards as your Footstock career progresses. We give out rewards for users that complete certain challenges on Footstock. Example for challenges: "Buy your first pack." „win your first Amateur tourney“ „own all the players from the current England Squad“ „Own all players from the London Clubs“ „own all of last season’s goalscorers“ etc.. And possible rewards „get one free spin in the Footstock Casino“ "get a deposition bonus 100% up to £100“ „get a free entry ticket to a Pro tourney (worth £50)“ „get a legendary Alan Shearer 1995 card“

## Data Feed

We receive all data about players, positions, stats, clubs and matches from an external data provider / OPTA. We do not alter or manipulate the data we receive from our supplier. Hence, changes in the Premier League that affect Footstock (e.g. players changing positions or teams) will be reflected inside Footstock once the data provider makes the update.

## Other information

We round to the nearest hundredth.

## 29. Bonus terms

We might offer cash bonuses to individual customers or groups of customers.

The bonus amount needs to be spent on purchasing player packs 10 times before it can be withdrawn. If a customer makes a withdrawal of bonus money before that, the bonus is lost.

A bonus must not intentionally be transferred to other users, with the intention of withdrawing that money. The Footstock system will automatically recognize such behavior and we reserve the right to suspend all participating parties of this fraud.

In case of a deposit bonus, the amount responsible for receiving a bonus needs to be kept on the platform until the bonus is cleared. If the money is withdrawn before clearing the bonus, the bonus money will be removed from the users account.

Example: You receive a 20% bonus for a £50 deposit (crediting your account £60). You need to spend £100 (10x £10) before you withdraw the initial £50 for the bonus money to be eligible for payout.

The referral bonus is limited to 10 users per customer.

Any bonus offer from Footstock / WR digital GmbH is valid for use only once per customer account, computer, household, IP address, and other location with a shared

connection (office, library, university, internet cafe, etc.). Customers are under no circumstances allowed to collude with others in an attempt to exploit the bonuses or offers provided by Footstock / WR digital GmbH.

If these Rules or the Terms and Conditions of the above offers and bonuses are breached, or there is sufficient evidence that a customer, or a group of customers, has made a series of transactions that, due to a bonus or other offer, guarantees a profit for the client, whether individually or as part of a group, no matter the results, we reserve the right to withdraw the bonus portion of the offers and withhold any winnings that are acquired as a result of the aforementioned fraudulent behaviour. We also reserve the right to freeze the accounts of the offending users and take legal action against the customer, or customers, involved in the fraudulent behaviour.

### 30. License

WR digital GmbH is fully licensed and regulated by the UK Gambling Commission!

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TRADING