



THE VOICE BOX

WEBSITE TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before using this Website. By using this Website you indicate your acceptance of the Terms and Conditions set out below.

You should also read our Privacy Policy, which can be found [here](#).

These Terms and Conditions were last updated on 29 March 2018 and supersede any previous terms and conditions.

1 INTRODUCTION

- 1.1 This Website (as defined below) is operated by **Gamesys Limited** (which we will refer to as **us**, **we** and **our**), which is a limited company registered in England and Wales with company number 04042931 and its registered office at 4th Floor, 10 Piccadilly, London, W1J 0DD. Gamesys Limited is part of a group of companies (which we will refer to as the **Gamesys Group**). The user insight facility made available via the website is operated by Vision Critical Communications Inc on our behalf.
- 1.2 In these Terms and Conditions, we will refer to you as **you** and **your**.
- 1.3 These Terms and Conditions form a legally binding agreement between you and us.
- 1.4 These Terms and Conditions apply when you use the Website and supersede any previous agreements in relation to your use of the Website. You confirm that you have not accepted these Terms and Conditions as a result of any statements made by us that are not contained in these Terms and Conditions.
- 1.5 We can change these Terms and Conditions at any time. We recommend that you revisit and read these Terms and Conditions regularly, as they govern your use of the Website.
- 1.6 Your continued use of the Website constitutes ongoing acceptance of these Terms and Conditions and the documents referred to in these Terms and Conditions as they are updated from time to time.

2 DEFINITIONS USED IN THESE TERMS AND CONDITIONS

In these Terms and Conditions, where we use capitalised words, they have the meanings set out below:

Complaint means any complaint about any Game or our services.

Event Beyond Our Control means an event beyond our reasonable control which prevents us from providing all or part of the Website or fulfilling any of our obligations under these Terms and Conditions. Such events may include but are not limited to an act of God, an outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority (including, but not limited to, any refusal or revocation of any licence or consent), fire, explosion, flood, theft, malicious damage, strike, lock-out, or industrial action of any kind.



Game means any casino, slot and/or simulated scratch card games and/or any games or betting products played for real money or any demonstration play via the websites operated by members of the Gamesys Group at any time.

Intellectual Property Rights means all intellectual property rights, including, but not limited to: copyright, patents, trade marks, design rights, moral rights, domain names, and confidential information and any similar rights (whether registered or unregistered).

Malfunction means a malfunction or an error in the functioning of the Website.

Member means a user of the Website who successfully registers in order to provide user insight via the Website.

Website means this "Voice Box" website through which we and other Gamesys Group companies seek customer feedback and insight in respect of our Games and other services.

3 OPENING YOUR ACCOUNT

3.1 **Membership Requirements:** To register as a Member, you must:

- 3.1.1 register in your own name, for your sole benefit and not register or play on behalf of anyone else;
- 3.1.2 fully and accurately complete the required information on the registration form; and
- 3.1.3 comply with these Terms and Conditions at all times in relation to your use of the Website.

3.2 **Registration Acceptance:** Upon acceptance of your registration as a Member, you will be sent confirmation of your registration by email. You cannot use the full functionality of your account until you have confirmed your email address by clicking on the link in your registration confirmation email. If you have provided an incorrect email address, you can update your details in the My Account section of the Website.

3.3 **Declined Applications:** We may decline acceptance of a Member account application at any time and for any reason.

4 MANAGING YOUR ACCOUNT AND SECURITY

4.1 **Up to date details:** It is your responsibility to ensure that your personal details are kept up to date. If necessary in connection with the management and operation of your Member account, we may contact you by email, telephone, text message or letter via the contact details you provide to us.

4.2 **Keeping Password and Member Details Secure:** Your Member account username, password and personal question details are for your personal use and should be kept private and confidential at all times. You should change your password on a regular basis. You agree to notify us immediately if you become aware or suspect any unauthorised use of your username or password.

4.3 **Responsible Account Management:** We take no responsibility for any third party access to your Member account.



- 4.4 **Account Closure:** We may temporarily suspend or permanently close your Member account at any time without providing any reason.

5 **MEMBER CONDUCT**

5.1 You must not use the Website:

- 5.1.1 for any unlawful purpose or in any way that is illegal in the territory from which you are accessing the Website (for example by using or attempting to use the Website to launder the proceeds of crime);
- 5.1.2 to make any statements or submitting any material that is abusive, defamatory or discriminatory;
- 5.1.3 to infringe our Intellectual Property Rights (for example by web-scraping);
- 5.1.4 in an unfair manner, to deliberately cheat in Games, to collude with other Members, to exploit loopholes in Games or promotions or otherwise manipulate the Website, or to take advantage of us or our Members;
- 5.1.5 to make multiple Member accounts for the purposes of obtaining multiple entries into promotions and competitions;
- 5.1.6 for any commercial purpose;
- 5.1.7 in a way that impairs, interrupts or damages the Website or its efficiency;
- 5.1.8 to advertise or promote your own or any third party's products or services;
- 5.1.9 to distribute any unsolicited communications, including, but not limited to, spam;
- 5.1.10 in any way other than for your personal use;
- 5.1.11 to make any statements or submit any material that is sexually explicit or offensive, including, but not limited to, messages that are expressions of bigotry, racism, hatred, prejudice or profanity;
- 5.1.12 to make statements or submit any material that is abusive, defamatory or harassing or insulting to others;
- 5.1.13 to distribute viruses, malware or any other technology that may harm the Website or otherwise disrupt our systems or the systems of third parties;
- 5.1.14 to make statements or submit any material that advertises, promotes or otherwise relates to any other websites or online or offline ventures, discusses illegal activities, or post personal details;
- 5.1.15 to make statements or submit any material about us or the Website or any other website or service connected to us that is untrue and/or malicious and/or damaging to us;
- 5.1.16 to hold us responsible for the publication of any Member content in the chat facility or on the Website;



5.1.17 to post any content that you do not have the right to post; or

5.1.18 in breach of these Terms and Conditions;

5.2 You must not use (or upload to the Website or our systems) any form of malware (including, but not limited to, viruses, worms, Trojan horses and spyware) or any other code that may be deemed malicious.

5.3 We may restrict or prevent your use of the Website or close your Member account at any time if we reasonably believe that you have breached any of these Terms and Conditions. We may also take action to defend our rights or the rights of any other person under these Terms and Conditions. No claim may be made against us in these circumstances.

6 COMPETITIONS AND PROMOTIONS

6.1 From time to time we may offer you the chance to enter competitions and promotions to encourage use of the Website. We will provide the specific terms and conditions for such competitions and promotions at the relevant time. You should therefore read these Terms and Conditions in combination with the applicable specific terms for any competition or promotion you wish to enter. Where such specific terms conflict with these Terms and Conditions, the specific terms will take precedence.

6.2 Failure to comply with these Terms and Conditions and the applicable specific terms for a competition or promotion will automatically render your entry to such competition or promotion as void.

6.3 Closure of your Member account during a competition or promotion in which you have participated will render your entry into such competition or promotion void and you will not be able to receive a prize.

6.4 We may withdraw or amend any competition or promotion at any time and without prior notice. If we do so, any prizes that you have been granted prior to this through the relevant competition or promotion, will still be valid in accordance with the terms that applied at the time of their grant.

6.5 For winnings greater than £100, your first name, initial letter of your surname and county may be published if we receive a request from an individual pursuant to rule 8.28.5 of the UK Code of Non-broadcast Advertising & Direct and Promotional Marketing.

7 COMPLAINTS:

If you would like to make a Complaint, please contact the relevant Customer Support team relating to the Gamesys service you use: support@jackpotjoy.com, support@virgingames.com, support@starspins.com or support@heartbingo.com.

You can also find out more about using the: (a) Approved Dispute Resolution (ADR) service; or (b) European Online Dispute Resolution (ODR) platform (although this may prolong resolution time) that is available [here](#)

8 DISCONNECTIONS AND OTHER EVENTS BEYOND OUR CONTROL

8.1 Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice (see below). We will not be liable if for any reason our Website is unavailable at any time or for any



period. From time to time, we may restrict access to some parts of our Website, or our entire Website, to users who have registered with us.

- 8.2 While we endeavour to ensure that this Website is normally available 24 hours a day, we cannot promise that our Website will be free from errors or omissions nor that it will be available uninterrupted and in a fully operating condition. The Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control. We will not be liable to you or to any other person in the event that all or any part of the Website is discontinued, modified or changed in any way.

- 8.3 You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them

9 USER INSIGHTS FACILITY

- 9.1 **Content Standards:** The Website provides facility to enable you to provide your insight and feedback regarding our Games and other services. We may review and keep a record of all content on our user insight facility.

- 9.2 **Suspension:** If we consider that content you post on the user insight facility is unsuitable, we may mute or suspend your ability to use the facility or close your Member account at our sole discretion and your activity may be reported to your Internet Service Provider (ISP) or the relevant authorities.

- 9.3 **Member Content:** You hereby grant us an exclusive, worldwide, irrevocable, sub-licensable, transferrable licence to edit, distribute and exploit the content that you submit via the Website's user insight facility, in all media (for example, but not limited to, print, television and internet), which media may be in more than one country.

- 9.4 **Confirmation of Your Rights:** You confirm that you have the right to grant us the rights set out in this section 9.

- 9.5 **Moral Rights:** You hereby waive all **moral rights** in any content that you submit via the user insight facility, and give to us all the consents that we need to exploit your content in any media as far as possible in perpetuity.

10 LIMITS ON LIABILITY

- 10.1 You agree that you will only use the Website in accordance with these Terms and Conditions.

- 10.2 Nothing in these Terms and Conditions shall exclude or limit our liability for fraudulent misrepresentation or for death or personal injury resulting from our negligence or the negligence by us, our employees or agents.

- 10.3 You have certain rights under the law. These include that we will provide services with reasonable skill and care and within a reasonable time.

- 10.4 You have certain legal remedies if we breach any of these rights which may apply irrespective of these Terms and Conditions. Nothing in these Terms and Conditions is intended to affect these legal rights or other rights to which you may also be entitled.



- 10.5 You acknowledge and agree that we are not responsible for any damages, losses, expenses or claims which may be caused by any:
- 10.5.1 failure of any telecommunications or other data transmission system that results in:
 - 10.5.1.1 the failure of, or damage or destruction to, our central computer system or records, or any part thereof; or
 - 10.5.1.2 delays, losses, errors or omissions (including, but not limited to, any delay resulting in non-receipt of any entry for a particular draw);
 - 10.5.2 Event Beyond Our Control; or
 - 10.5.3 third party interception or misuse of Members' payment details.
- 10.6 If we breach these Terms and Conditions, we shall only be liable to you for losses which are a reasonably foreseeable consequence of such a breach (which means that the losses could have been contemplated by you or us at the time of entering these Terms and Conditions). In no case shall we be liable for indirect, incidental or consequential damages which are a side effect of the main damage and were not reasonably foreseeable at the time of entering these Terms and Conditions.
- 10.7 In no case shall our liability to you exceed GBP 1,000 (£1,000) (or EUR or other currency equivalent, if applicable).
- 10.8 We do not endorse, warrant or guarantee any third party product or services shown on the Website and will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.
- 10.9 You expressly agree that your use of the Website is at your sole risk. The Website is provided on an **as is** and **as available** basis for your use, without warranties of any kind, either express or implied. We do not guarantee that: (a) you will be able to access or use the Website at times or locations of your choosing; or (b) any files that you download are free from malware, viruses, contamination or destructive features.
- 10.10 While we use reasonable efforts to correct any inaccuracies, errors or omissions as soon as practicable once they have been brought to our attention, we do not promise that any information provided as part of the Website itself will be accurate or free from errors or omissions.
- 10.11 While we use reasonable endeavours to provide the Website reliably, outages and unexpected downtime will occur. We do not make any guarantee of uninterrupted service. Access to the Website may be suspended temporarily and without notice in the case of system failure, Malfunction, maintenance or repair or for an Event Beyond Our Control (including, but not limited to, outages or software errors that result from actions taken by social media websites).
- 10.12 The information and other content provided as part of the Website does not constitute any kind of advice, recommendation or endorsement by us and is not intended to be relied upon by you in making (or refraining from making) any specific decision. We therefore disclaim all liability and responsibility arising from any reliance placed on such information or content by you or any Member, or by anyone who may be informed of any of its contents.



- 10.13 We may discontinue, withdraw, terminate or modify the Website or any part of the Website at any time with or without notice or further liability to you.

11 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 11.1 **General:** The Website and all content and software made available on it (together the **Website Material**) are our exclusive property or are used under licence by us.
- 11.2 We are the owner or the licensee of all Intellectual Property Rights in and to the Website Material. The names of our products and services (including, but not limited to, the names of our Games) are the trade marks of us or our licensors. The Website Material is protected by copyright laws and treaties around the world. All rights in and to the Website Material (including all Intellectual Property Rights) are reserved.
- 11.3 We take breaches of our Intellectual Property Rights seriously and may take legal action in respect of any infringements.
- 11.4 **Your Use of Website Material:** The Website Material is made available to you for use on a non-commercial entertainment basis only. Any other use (including, but not limited to, republication) of the Website Material is subject to our prior written approval.
- 11.5 Without limiting the generality of the foregoing, you may not sell, assign, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorised use of the Website Material without our express prior written consent. Except as permitted by applicable law you must not de-compile, re-engineer or disassemble the Website Material, nor attempt to interfere with its correct operation. You agree not to remove, obscure, or alter any copyright, patent, trade mark, or other proprietary rights notices affixed to Website Material.
- 11.6 Subject to these Terms and Conditions, you may download one copy of insubstantial excerpts of the Website Material to your PC, mobile or any other device for the sole purpose of viewing it.
- 11.7 If you print off, copy, download or use any part of the Website Material in breach of these Terms and Conditions, your right to use the Website Material will cease immediately and you must, at our option, immediately return, permanently delete or destroy any copies of the Website Material you have made.
- 11.8 **Software Licence:** The Website Material may include or make available software which may be downloaded and installed on your PC, mobile and/or any other device. Subject to these Terms and Conditions, we hereby grant to you a revocable, non-exclusive, non-sublicensable, non-transferable licence for the use of such software on PC, mobile and/or any other device owned or operated by you, solely for the purpose of playing our Games and managing your Member account.
- 11.9 **No assignment:** Except as expressly set out in this section 11, you neither have nor obtain any right, title or interest in or to the Website Material or any rights therein (including, but not limited to, Intellectual Property Rights) of us or our licensors. All such right, title and interest (including goodwill) arising from your use of the Website Material will vest in us or our licensors (as applicable). We may, at any time, call for a confirmatory assignment of such right, title and interest (including, but not limited to, goodwill), and you agree to immediately execute it.
- 11.10 **Submission of Information:** Except for personal information (which shall be dealt



with in accordance with our [Privacy Policy](#) you hereby grant to us a sole, worldwide, irrevocable, sub-licensable, transferrable, royalty free, fully paid-up licence to use any and all material and information (including, but not limited to, ideas, suggestions, concepts and graphics) submitted to us or to other Members through this Website. You agree that we will not be subject to any obligation of confidentiality in respect of such material and information, and we will be free to use such material and information in any way and for any purpose.

12 MISCELLANEOUS

- 12.1 **Jurisdiction:** If you wish to take court proceedings against us, the courts of England and Wales have non-exclusive jurisdiction and the law appropriate to the jurisdiction shall apply.
- 12.2 **Disallowed terms:** If any part of these Terms and Conditions is disallowed or found to be ineffective, then the other provisions of these Terms and Conditions shall continue to apply.
- 12.3 **No Waiver of rights:** If you breach any of these Terms and Conditions and we do not take any action against you, we are still entitled to use our rights and remedies in any other situation where you breach these Terms and Conditions.
- 12.4 **Third parties:** These Terms and Conditions form an agreement between you and us and are not intended to give any rights to any third party. This does not affect our right to transfer our rights under section 12.5 below.
- 12.5 **Transfer of rights:** We may wish to transfer our rights or obligations under these Terms and Conditions to any other company within the Gamesys Group or any other legal entity (including but not limited to if we restructure our business or if there is a sale of our business). You agree that we may do so provided that in the case of a transfer, after we notify you of the date on which we transfer our rights and obligations under these Terms and Conditions, your rights in connection with these Terms and Conditions will be against the new legal entity. These Terms and Conditions are personal to you and you may not transfer your rights or obligations under these Terms and Conditions to anyone else.
- 12.6 **These Terms and Conditions:** These Terms and Conditions apply when you use the Website and supersede any previous agreements in relation to your use of the Website. You confirm that you have not accepted these Terms and Conditions as a result of any statements made by us that are not contained in these Terms and Conditions.