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***Super-Star***

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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 Super-Star 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 Super-Star 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 Super-Star 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. Super-Star 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 Super-Star 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 Super-Star as organized in both the Swisslos Contract Territory and the LoRo Contract Territory are guaranteed by the fact that both these Super-Star Rules of Play and Terms of Participation as well as the Super-Star Rules of Play and Terms of Participation issued by Loterie Romande are based on the same uniform regulations.

1.5 Participation in Super-Star as defined in these Super-Star 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 Super-Star draws.

1.6 These Super-Star 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 Super-Star**

### Art. 2 Nature of Super-Star

Super-Star is a totalizer lottery game based on the initial and final characters of a combination of five numbers and letters (Super-Star combination). The term "initial characters" denotes the first characters of a combination of characters and "final

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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

characters" the last ones. The first and the last character are each a letter of the alphabet from A to Z, and the middle three characters are numbers from 0 to 9. Four such Super-Star combinations are printed on every EuroMillions play slip and the player can select one or more of them. It is also possible to play Super-Star without taking part in EuroMillions.

### **C. Participation**

#### Art. 3 General remarks

Players take part in Super-Star using

- play slips (documents with data carrier function) issued by Swisslos,
- 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 Individual picks

There are no specific Super-Star play slips. Four Super-Star combinations are printed on every EuroMillions play slip and the player can select one, two, three or four or them. To enter the draw with the Super-Star combination of their choice, players must place a cross (x) in the "Yes" field printed next to the relevant Super-Star combination on the play slip. Players may enter Super-Star even if they do not take part in EuroMillions.

##### 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 Super-Star 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, 4, 6, 8, 10) 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 Super-Star draws with exactly the same predictions.

#### Art. 5 Conclusion of a contract

Participation in Super-Star 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 Rules of Play and Terms of Participation of the sales channel chosen (sales outlet or online participation).

#### Art. 6 Stake

For each Super-Star game played, the stake per Super-Star combination is CHF 2.00. 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 Super-Star draw, is set by Swisslos in consultation with Loterie Romande (see Art. 2.3) 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 Super-Star draw are entered in the next 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 Super-Star combination is drawn on Tuesday and Friday evenings at a time stipulated by Swisslos and LoRo, as a rule after 19.45. The draw takes the form of random characters generated by a certified device. Draws are conducted in Basel or Lausanne.

The results of the Super-Star draw, officially confirmed in writing, are final for the entitlement to a prize in the respective draw.

9.2 All combinations registered in the Swisslos Contract Territory in accordance with these Rules of Play and Terms of Participation and all combinations registered in the LoRo Contract Territory under the rules applicable there take part in the Super-Star draw.

## **F. *Winnings***

Art. 10 Breakdown, determination and distribution of prizes

10.1 At least 50 percent and a maximum of 55 percent of the Super-Star draw stakes placed in both the Swisslos and LoRo Contract Territories are distributed as Super-Star prizes to players in the two territories (subsequently "Super-Star total prize payout").

10.2 Super-Star draw stakes are distributed over the nine Super-Star prize categories as follows:

Prize category	No. of correct characters	Position: correct prediction	Supplement (as % of stake)		Remarks
			Supplement A	Supplement B	
1	5	- all five characters	16.45%	21.45%	see Art. 10.5
2	4	- first two and last two characters	3.30%	3.30%	
3	4	- first three characters and last character or - first character and last three characters	2.75%	2.75%	
4	4	- first four characters or - last four characters	3.85%	3.85%	
5	3	- first two characters and last character or - first character and last two characters	3.30%	3.30%	
6	3	- first three characters or - last three characters	1.79%	1.79%	
7	2	- first and last character	1.24%	1.24%	
8	2	- - first two characters or - last two characters	3.57%	3.57%	
9	1	- - first character or - last character	13.75%	13.75%	
<b>Total</b>			<b>50.00%</b>	<b>55.00%</b>	

10.3 All players who correctly predict the respective number of characters in a winning Super-Star combination drawn in the Super-Star draw qualify in one of the Super-Star prize categories.

Any Super-Star combination meeting this condition entitles the player to a prize; a win in any prize category cancels out a win in a lower prize category.

10.4 Super-Star has a booster fund. The purpose of the booster fund is to suitably increase the prize money determined for prize category 1. The two lotteries will jointly agree a target for the prize money for prize category 1, defining both the size and the respective increase. However, for the purpose of increasing the prize money for category 1, no more resources may be used than are available in the booster fund.

10.5 If the amount in the booster fund prior to a draw is CHF 3,500,000 or more, Supplement A will apply. Otherwise, Supplement B will apply. The target for the prize money for prize category 1 agreed by the two lotteries in accordance with Article 10.4 is independent of the supplement applied.

10.6 If there is only one winning Super-Star combination in one of the prize categories, then the entire prize payout for this prize category is paid out for the respective Super-Star combination.

10.7 If there are multiple winning Super-Star combinations in one of the prize categories, the prize payout for this prize category is equally distributed between them.

10.8 If there is at least one winning Super-Star combination in prize category 1, the prize money will, where applicable, be increased in accordance with Art. 10.4.

If no Super-Star combination qualifies for prize category 1, the entire prize payout will be allocated to the booster fund.

10.9 If there is no winning Super-Star combination in one of prize categories 2 to 8, the entire prize payout for the respective prize category will be allocated to the next lowest prize category with at least one winning Super-Star combination.

10.10 If there is no winning Super-Star combination in prize category 9, the entire prize payout for this prize category will be allocated in full to the booster fund.

10.11 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 Super-Star 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 combination and the prize money, 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 Super-Star 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 Super-Star draw (Art. 11.2) are forfeited and used for the charitable purpose to which Swisslos contributes.

### **H. Objections**

#### Art. 14 Objections

14.1 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 Super-Star draw (Art. 11.2). For subscription plays, the appeal period starts from the date of the draw for which payout was refused.

14.2 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 Super-Star 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.

14.3 Solely those combinations 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.

### **I. Final provisions**

#### Art. 15 Operating licences

The licences to issue and operate Super-Star 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. 16 Decisions of the company management

All decisions in respect of Super-Star 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. 17    Validity

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

17.2    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.

17.3    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).