

SCROOGE Casino Terms and Conditions

VERSION: 1.7

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DATE OF LAST UPDATE: 9 September 2026

Welcome to SCROOGE Casino. These Terms and Conditions constitute a legally binding agreement between you and us, governing your use of our Games and Platform across various electronic devices, such as web browsers, mobile phones, tablets, and other compatible devices.

IMPORTANT NOTICE: Please be aware that these Terms and Conditions include a provision that waives your right to engage in any class, group, or representative claims. Instead, disputes between you and us must be resolved through individual arbitration unless you choose to opt out within the specified timeframe. For detailed information, please refer to Clause 23.

Before proceeding, it is crucial to read these Terms and Conditions thoroughly. By accessing the Games or creating a Customer Account, you confirm your acknowledgment of these terms and your agreement to be bound by them. These terms are inseparably linked to our Privacy Policy, Responsible Social Gameplay Policy, Sweeps Rules, Customer Acceptance Policy, and any other game-specific or promotion specific terms applicable to your participation. Should you disagree with any provision within these Terms and Conditions, or any linked policy, rule, or terms, you may not install or utilize the Platform or engage in any Game.

NOTICE: Our Games and Platform are not designed for real-money gambling. No actual currency is required for play.

ELIGIBILITY: Sweepstakes participation is limited to players in the United States except for California, Connecticut, Idaho, Illinois, Indiana, Louisiana, Maine, Michigan, Mississippi, Montana, Nevada, New Jersey, New York, Tennessee, Washington, West Virginia. To confirm your eligibility, please consult Clause 1.1 of the Sweeps Rules.

When you wish to redeem your prizes, you may do so by selecting the "REDEEM" button on the Platform. Prizes won for SCROOGE gameplay will be allocated to the wallet address

associated with your Customer Account. If this is not technically feasible, an alternative wallet address you have designated will be used. For cash prize redemptions, these will be paid to your PayPal email or, if not technically possible, via electronic payment to the bank account you have designated.

1. DEFINITIONS

- **Collective Arbitration:** Refers to any claim made as part of a class, group, collective, coordinated, consolidated, mass, or representative proceeding.
- **Content:** Encompasses text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, computer code, and other materials utilized, displayed, or available within the Games and Platform. This includes Gold Coins and Sweeps Tokens
- **Customer Account:** Denotes an account held by a Registered Customer.
- **Excluded Territory:** Includes the states of California, Connecticut, Idaho, Illinois, Indiana, Louisiana, Maine, Michigan, Mississippi, Montana, Nevada, New Jersey, New York, Tennessee, Washington, West Virginia within the United States, as well as any outlying U.S. territories or possessions, and any other jurisdiction outside of the United States.
- **Fraudulent Conduct:** Encompasses any conduct described in Clause 11.1.
- **Game:** Refers to one or more games available on the Platform, either in Standard Play or Promotional Play. We retain the right to add or remove Games from the Platform at our sole discretion.
- **Gold Coin:** Represents the virtual social gameplay currency enabling you to participate in Standard Play Games. Gold Coins hold no monetary value and cannot, under any circumstances, be redeemed for prizes.
- **Inactive Account:** Describes a Customer Account that has not recorded any login or logout activity for a period exceeding 12 consecutive months.
- **Merchandise:** Encompasses any physical goods provided to you by SCROOGE Casino as a reward or as a competition or tournament prize.
- **Participate:** Encompasses playing any Games or using our Platform in any manner, including any activities outlined in Clause 3.
- **Payment Administration Agent:** Represents the service offered through any related body corporate, affiliate, or third party appointed by us to act as our agent, including SCROOGE LLC.
- **Payment Medium:** Denotes any card, online wallet, financial/bank account, or other payment method employed for the purchase of Gold Coins.

- Platform: Refers to the services provided via any URL or mobile application owned by or licensed to SCROOGE LLC and branded under the "SCROOGE" family of games. This includes the website at <https://www.scrooge.casino> and all its subdomains, subpages, and successor sites, along with the Games, features, tools, and services available on the Platform.
- Player or You: Signifies any individual who participates, whether or not they are a Registered Customer.
- Player Support Team: Carries out the Player Support Function and is defined in section 39(1) of the Player Protection Directive.
- Prizes: Encompasses prizes won when participating in Promotional Play Games that are redeemable for valuable rewards in accordance with the Sweeps Rules.
- Promotional Play: Refers to participation in our sweepstakes promotions by playing any games on the Platform using Sweeps Tokens.
- Registered Customer: Represents a Player who has successfully registered a Customer Account, regardless of whether the account is considered active.
- Standard Play: Signifies participation in any game on the Platform using Gold Coins. We may provide Gold Coins to you for free when you sign up, and regularly when you log into the Platform. You may earn more Gold Coins when participating in Standard Play, and additional Gold Coins can be purchased on the Platform. Please note that prizes cannot be won when participating in Standard Play.
- Sweeps Coins: Signifies sweepstakes entries governed by the Sweeps Rules. We may provide Sweeps Tokens for free upon registration, as a bonus when purchasing Gold Coins, or through our free alternative methods of entry as detailed in the Sweeps Rules. IMPORTANT: Sweeps Coins cannot be purchased.
- Sweeps Rules: Refers to the Sweeps Rules available on the Platform.
- Terms and Conditions: Denotes these terms and conditions, as amended from time to time.
- Third Party Website: Describes a third-party website not under our control.

SCROOGE LLC (Company Registration Number 202203161575292) is a limited liability company incorporated in Indiana, subject to USA law, and located at 927 E 8th St, Suite 102, Sioux Falls, SD, 57103.

2. LICENSING AND THE PROTECTION OF FUNDS

2.1 Ownership and Licensing

The online social game, known as "SCROOGE Casino," is owned and operated by SCROOGE LLC. All financial transactions are managed by SCROOGE LLC or any Payment Administration Agent appointed by us. Our sweepstakes promotions and the prizes offered by SCROOGE Casino are overseen by SCROOGE LLC, a licensed and regulated entity based in Indiana.

2.2 Protection of Unredeemed Prizes

Funds equivalent to the total value of unredeemed prizes, as chosen by Registered Customers, are securely held by SCROOGE LLC in separate accounts, distinct from our business accounts. While measures have been taken to safeguard these funds, it's important to note that in cases of insolvency, we cannot provide an absolute guarantee that unredeemed prizes will be allocated or disbursed.

3. YOUR PARTICIPATION

3.1 Restrictions

1 You confirm and guarantee that:

- You are at least 18 years of age or meet the higher minimum legal age of majority stipulated by your local jurisdiction. Under the applicable laws in your region, you have the legal authorization to engage in the Games available on the Platform.
- When participating in:
 - Standard Play, you neither reside in nor access the Platform from the Excluded Territories.
 - Promotional Play, you neither reside in nor access the Platform from the Excluded Territories or Idaho.
- Your participation in the Games is solely for personal, recreational, and entertainment purposes.
- You participate in the Games in your own capacity, without acting on behalf of any other person.
- All information provided to us during the validity of these Terms and Conditions is accurate, complete, and up to date. You will promptly notify us of any changes to this information.

- The money used to purchase Gold Coins is free from any illegality, including any unlawful origins or involvement in illegal activities or ill-gotten means.
- Gold Coins are not purchased from a business or corporate account but only from an account registered in your name.
- You will not engage in fraudulent, collusive, fixing, or other illegal activities related to your participation or that of third parties in any of the Games. You will not employ software assisted methods or hardware devices for your participation in the Games. We reserve the right to void any participation in the event of such behavior.
- In purchasing Gold Coins, you will use only a valid Payment Medium that lawfully belongs to you.
- You will neither sell nor trade, nor attempt to sell or trade, nor accept value for any Merchandise provided by SCROOGE Casino.

2. Gold Coin purchases made from within the state of Washington in the United States of America will be voided and refunded, with the exception of an administrative fee of up to 10% of the total purchases, along with any charges imposed by the bank or financial institution handling the reversal.

3. It is your responsibility to ensure that your participation is lawful in your jurisdiction. Any person knowingly violating Clause 3, including any attempt to bypass this restriction (e.g., through the use of a VPN, proxy, or other services masking your location), providing false or misleading information about your location or residence, or participating from an Excluded Territory or on behalf of a third party in an Excluded Territory, is in breach of these Terms and Conditions and may face legal consequences, including potential criminal prosecution.

3.2 Eligible Players

Employees of SCROOGE LLC, its affiliates, subsidiaries, holding companies, advertising agencies, and any individuals or entities involved in the design, production, execution, or distribution of the Games, along with their immediate family members (spouse, parents, siblings, and children, whether by birth, marriage, or adoption), and household members (those sharing the same residence for at least 3 months of the year) are ineligible to participate.

4. LICENSE

4.1 Grant of License

Subject to your acceptance and ongoing compliance with these Terms and Conditions, SCROOGE LLC grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, and limited license to access and use the Platform and its Content through a supported web browser or mobile device. This license is granted for your personal and private entertainment purposes and no other purposes.

4.2 No Ownership Rights

These Terms and Conditions do not confer any ownership, title, or interest in the Platform or its Content.

4.3 Compliance and Termination

You acknowledge and agree that your license to use the Platform is bound by these Terms and Conditions. Non-compliance or acting in violation of these Terms and Conditions may result in the immediate termination of your license to use the Platform, including access to the Games and Content.

4.4 Compliance with Local Laws

In cases where the Platform or any Game is deemed illegal under the laws of your residing jurisdiction, you are not granted a license to access the Platform or relevant Game and must refrain from doing so.

5. YOUR CUSTOMER ACCOUNT

5.1 Single Account

1. You are permitted to maintain a single Customer Account, including any Inactive Account, on the Platform. Attempting to create more than one Customer Account may result in the suspension or closure of all your accounts, with consequences as described in Clause 20.2.
2. In the event you discover you have more than one registered Customer Account, whether active or not, on any single Platform, please notify us immediately. DO NOT

CREATE A NEW CUSTOMER ACCOUNT IF YOU WISH TO CHANGE YOUR EMAIL, ADDRESS, OR SURNAME.

5.2 Accuracy

1. It is your responsibility to keep your registration details updated at all times. If you change your address, email, phone number, or any other contact details or personal information, please contact Customer Support via this form and select 'Request Support' from the dropdown menu to update your information. The name provided during registration must match the details on your government-issued identification.

5.3 Security and Responsibility of Your Customer Account

1. During the registration process, you will be required to choose a password for logging into the Platform unless you log in using the Facebook® login facility, in which case your Facebook® password will apply.
2. Safeguarding your Customer Account login details and any Payment Mediums is solely your responsibility. You bear full responsibility for any unauthorized use of your Customer Account and any activity associated with it, including by a minor (which is strictly prohibited).
3. You must not share your Customer Account or password with anyone else, allow anyone else to access or use your Customer Account, or engage in any actions that could jeopardize the security of your Customer Account.
4. If you become aware of, or reasonably suspect, a breach in the security of your Customer Account, such as the loss, theft, or unauthorized disclosure of your password and Customer Account details, please notify us immediately.
5. You are solely responsible for maintaining the confidentiality of your password, and you will be held accountable for all uses of your Customer Account, including any authorized or unauthorized purchases made under the Customer Account.
6. You are responsible for all activities conducted through your Customer Account, whether or not you initiated those actions. Please be aware that your Customer Account may be terminated if someone else uses it and engages in activities that violate these Terms and Conditions or are otherwise illegal.
7. We are not liable for any misuse of your Customer Account by third parties due to your disclosure of login details to any third party, whether intentional or accidental, active or passive.

5.4 Account Transfers

1. Transferring Gold Coins or Sweeps Tokens between Customer Accounts or between your Customer Account and those of other players, or any attempt to sell or acquire

Customer Accounts, is strictly prohibited. Any effort to circumvent these prohibitions is grounds for immediate closure of your Customer Account, without prejudice to any other rights or remedies available to us.

5.5 Inactive Customer Accounts

1. We retain the right to close your Customer Account if it is classified as an Inactive Account.
2. . If no transactions have been recorded on your Customer Account for a consecutive 30- month period, we will remit the balance of redeemed Prizes in your Customer Account to you or as otherwise required under applicable law.

5.6 Closing of Customer Accounts

1. If you wish to close your Customer Account, you may do so at any time by selecting the "Contact Us" link on the Platform and submitting a request to close your Customer Account. Please be aware that closing your Customer Account will result in the forfeiture of all access, rights, and benefits associated with Gold Coins, Sweeps Tokens, and unredeemed Prizes linked to your Customer Account.
2. . In case the closure of your Customer Account is related to concerns about potential issues with responsible social gameplay, please indicate this in your request to close your Customer Account. Our time-out and exclusion procedures are summarized in Clause 10.4 of these Terms and Conditions and are outlined in detail in our Responsible Social Gameplay Policy.
3. You may request to reopen your Customer Account by contacting the Customer Support team. All requests for account reactivation will be evaluated by our Customer Support and Compliance teams, adhering to strict customer protection guidelines.

5.7 Discretion to Refuse or Close Accounts

1. We reserve the right to impose limits on, suspend, close, or refuse to open a Customer Account at our sole discretion. If we close your Customer Account in accordance with Clause 20.1 of these Terms and Conditions, the consequences outlined in Clause 20 shall apply. If we close your Customer Account for reasons other than those in Clause 20.1, we will make reasonable efforts to enable you to redeem any Prizes in your Customer Account. However, the license for continued use, enjoyment, or benefit of Gold Coins and Sweeps Tokens will be terminated.

6. GAMES

6.1 Rules

1. Games offered on the Platform may feature their own specific rules, which are readily available on the Platform. It is incumbent upon you to acquaint yourself with the rules of any Game before engaging in play. It is essential to familiarize yourself with the relevant terms of play and review the specific rules before initiating any Game.

6.2 Gold Coin Purchases

2. The Payment Medium employed to purchase Gold Coins must be legally owned and beneficially held in your name. Discrepancies between the name registered on your Customer Account and the one associated with your Payment Medium, if brought to our attention, may lead to an immediate suspension of your Customer Account. In the event of a suspension, we strongly recommend that you reach out to our Customer Support via the provided form for further details regarding our verification process.
3. We retain the right to request documents and information to verify the legal and beneficial ownership of the Payment Medium used for Gold Coin purchases.
4. By accepting these Terms and Conditions, you grant SCROOGE LLC, our Payment Administration Agents, and payment facilitators the authorization to store your payment information (e.g., card number or token) for processing future purchases, in compliance with applicable payment processing regulations.
5. SCROOGE LLC initiates the processing of a payment for the purchase of Gold Coins upon your selection of the "MAKE PAYMENT" button.
6. Refunds are not provided for Gold Coin purchases. All purchases of Gold Coins are considered final and are not subject to refund, transfer, or exchange. It is your responsibility to report any billing discrepancies or issues within 30 days of the date of purchase. Failure to report such issues within 30 days constitutes a waiver of your right to dispute them. You are liable for all reversals, chargebacks, claims, fees, fines, penalties, and any other associated liabilities incurred by us, including costs and related expenses, resulting from authorized or accepted payments, whether by you or on your behalf.

6.3 Gold Coin and Sweeps Tokens Balance

1. Participation in any Game requires you to have a sufficient balance of Gold Coins or Sweeps Tokens (as applicable) in your Customer Account. We do not provide credit for the purchase of Gold Coins or otherwise.
2. Minimum or maximum Gold Coin purchases may be specified and offered on the Platform from time to time.

3. Once a Gold Coin purchase is made, the corresponding funds will be debited from your Payment Medium as expeditiously as possible.
4. The purchase of Gold Coins represents a license that allows you to participate in Standard Play Games and does not constitute a deposit of withdrawable funds. Funds used for Gold Coin purchases cannot be refunded, except as provided in clause 6.6. Gold Coins do not possess any real-money value.
5. Gold Coins or Sweeps Tokens submitted for play and accepted cannot be altered, withdrawn, or canceled, and the Gold Coins or Sweeps Tokens (as applicable) will be deducted from your balance instantaneously.
6. If we discover one or more of your purchases have been returned, reversed, or charged back, your Customer Account will be suspended. In such cases, the value of these purchases will be deemed a debt owed to us, and you must promptly remit payment for such purchases through an alternative payment method. Until payment is received by us or our Payment Administration Agent, any purchases and winnings will be considered void, and requests to redeem Sweeps Tokens for Prizes will not be entertained.
7. In accordance with the Sweeps Rules:
8. Unless otherwise required by us under clause 6.7.2, any Sweeps Coin allocated to you needs to be played once before it is eligible for redemption as a Prize.
9. We reserve the right, at our sole discretion, to require any Sweeps Token allocated to you to be played a greater number of times (not exceeding 20) in any combination of Promotional Play Games before it is eligible for redemption as a Prize.

6.4 Void Games

1. We retain the right to declare Participation in a Game void, either partially or entirely, if it becomes evident that an error, mistake, misprint, or technical error on the pay-table, win-table, minimum or maximum stakes, odds, or software has occurred, as determined at our sole discretion.

6.5 Final Decision

1. In the event of a discrepancy between the result displayed on a user's device and the SCROOGE LLC server software, the result shown on the SCROOGE LLC server software will be considered the official and governing result.

7. PROMOTIONS

7.1 General Provisions

1. All promotions, including Games played in Promotional Play, contests, special offers, and bonuses are subject to these Terms and Conditions, the Sweeps Rules, and any additional terms published at the time of the promotion.
2. In case of a conflict between these Terms and Conditions and any promotion-specific terms and conditions, the promotion-specific terms and conditions will take precedence.
3. SCROOGE LLC reserves the right to withdraw or modify promotions without prior notice. This includes individual account promotions, rewards or bonuses.
4. If, in our reasonable judgment, we suspect that a Registered Customer is abusing any promotion, including engaging in Fraudulent Conduct to gain an advantage for themselves or other Registered Customers, we may, at our discretion, withhold, deny, or cancel any benefits, bonuses, or Prizes.
5. By participating in promotions, you grant SCROOGE LLC an irrevocable, perpetual, worldwide, non-exclusive, royalty free license to use any Content you post or publish as part of a promotion, contest, or competition, without further acknowledgment of you as the author.

8. REDEMPTION OF PRIZES

8.1 Prize Redemption Methods

1. Subject to these Terms and Conditions:
 - a. When you opt to redeem Prizes for SCROOGE, they will be allocated to the wallet address registered against your Customer Account, or to an alternative wallet address you specify if technically feasible, provided that the alternative address is in your name, not that of a third party
 - b. When you choose to redeem Prizes for cash, the payment will be made to the PayPal address you designate, or to an alternative financial account you nominate if technically feasible and legally owned by you. We may require the use of the same payment method for Prize redemption as was used for purchasing Gold Coins, or a specific payment method at our discretion.

8.2 Limits and Fees

1. We reserve the right to charge fees for processing Prize redemptions and to establish a minimum redemption threshold of SC10000 for Prize redemptions (ST at a rate of 100:1 USD).
2. In New York and Florida, the maximum redemption value for a Prize won on any single spin or play is USD \$5,000. Any Prize exceeding this value will be reduced to a maximum of USD \$5,000.

3. We retain the right, at our sole discretion, to limit the value of Prize redemptions for each Participant to USD \$5,000 per day.
4. Unless expressly stated otherwise in the applicable promotion, the Sponsor may impose a maximum aggregate winnings amount applicable to Free Plays. Any winnings that exceed this maximum aggregate winnings amount will be truncated to the maximum value of US\$100.

8.3 Your Responsibility for Prize Redemptions and Accuracy of Details

1. When redeeming Prizes for SCROOGE as per clause 8.1(a), you are responsible for ensuring the accuracy of the wallet address and other provided details. If inaccurate details have been processed for redemption and we have acted based on those details, the redemption is considered complete, and reissuance of SCROOGE will not happen.
2. Failure to provide a valid wallet address to us within 60 days of our request may result in the deemed forfeiture of Prizes at our discretion.
3. When redeeming Prizes for cash, it is your responsibility to confirm that your financial institution can accept payments from us into your bank account. SCROOGE LLC is not obliged to verify the acceptability of your financial institution.
4. Payments for Prizes redeemed for cash will only be made into accounts or online wallets that match your verified name as provided during Customer Account registration and are legally and beneficially owned by you.
5. Prizes redeemed for cash may be paid into a joint account or joint wallet, provided one of the joint owners' names matches your registered name, and all verification checks we require are satisfied. Payments will not be made to joint accounts with minor joint owners or to custodial accounts or accounts held on trust for a third party.
6. You are solely responsible for the accuracy of the details you provide for bank accounts, online wallets, and any other payment methods.
7. If your financial institution refuses payments from SCROOGE LLC or if your bank account or online wallet does not meet the requirements outlined in these Terms and Conditions, you agree to nominate an alternative bank account for payment. Delays may occur during the payment processing, and if you fail to nominate a suitable alternative within 60 days of our request, we may deem the Prizes void.

8.4 Currency

1. All Gold Coin purchases and direct bank transfer payments are conducted in USD. You are responsible for ensuring that your nominated bank account can accept transactions in USD.

2. Any foreign exchange transaction fees, charges, or related costs arising from payments made by SCROOGE LLC are your responsibility, including losses or additional costs due to foreign exchange fluctuations.

8.5 Timing and Frequency for Prize Redemptions

1. We process Prize redemption requests in the order received, aiming for prompt processing.
2. Each Customer Account is limited to one Prize redemption request every 24 hours.
3. When redeeming Prizes for cash, please be aware that it may take up to 10 business days to process the payment into your nominated bank account.
4. Delays in payments may occur due to identity verification and additional verification required for certain Payment Mediums at the time of redemption.
5. Prize payments exceeding US\$500 may require extended processing times due to bank clearance, security, fraud checks, and may be paid in multiple lump sums, which can add up to 7 days to the standard processing time, depending on the specific circumstances.
6. While you may request Prize redemptions of any value, we reserve the right to allocate or pay Prizes in smaller increments over several days until the entire Prize is allocated or paid.

8.6 Payment Administration Agent

1. We retain the right, at our sole discretion, to appoint one or more Payment Administration Agents to accept or make payments on behalf of Players.
2. Payment Administration Agents have the same rights, powers, and privileges as us under these Terms and Conditions and are entitled to exercise or enforce their rights, powers, and privileges as our agents or in their own name. We are not liable for any loss, damage, or liability resulting from the negligence or actions of the Payment Administration Agent beyond their authority granted by SCROOGE LLC.

8.7 Expiry and Forfeiture

1. Sweeps Tokens are valid for 60 days from your last login to your Customer Account and will automatically expire thereafter.
2. Sweeps Tokens may be forfeited when a Customer Account is closed for any reason or at our discretion.

8.8 Updating Payment Details

1. You may only update or add additional payment details for the purpose of Prize redemption while logged into your Customer Account and during the Prize

redemption process. We are unable to update or add payment details on your behalf.

8.9 Refused Prizes

1. Refused Prizes 1. If you opt to redeem Prizes for cash but refuse payments to your nominated bank account by SCROOGE LLC, you must refuse the entire amount. Refusal to accept payment to your nominated bank account more than twice in any 3-month period may lead to the suspension of your Customer Account for investigations to prevent fraudulent activity.

8.10 Mistaken Credits

1. If we erroneously credit your Customer Account with Prizes that do not belong to you, whether due to technical errors, human errors, or other reasons, the credited amount remains the property of SCROOGE LLC and will be deducted from your Customer Account. If you receive cash or gift cards erroneously prior to our awareness of the error, the mistakenly paid amount will constitute a debt owed by you to us, without prejudice to other available remedies and actions under the law. In case you discover an incorrect crediting, you must notify Customer Support via the "Contact" link on the Platform without delay.

9. VERIFICATION

9.1 Verification Checks

1. You consent to SCROOGE LLC conducting identification, credit, and other verification checks as needed to comply with applicable laws and regulations, regulatory authorities, and to prevent financial crime.
2. Until all required verification checks are satisfactorily completed:
 1. Any request for Prize redemption will remain pending.
 2. SCROOGE LLC reserves the right to restrict your Customer Account, including suspension or closure.
3. Additional verification procedures will be conducted, especially for cumulative or single Prize redemptions exceeding a value of USD\$2,000 (or its equivalent in other currencies). This may involve requests for documents such as identification (e.g., passport), proof of address (e.g., utility bill), and source of wealth or funds documentation (e.g., paystub or bank statement).
4. If any required verification check cannot be completed satisfactorily within 30 days of the initial request for documents:
 1. SCROOGE LLC may, at its discretion, close or restrict your Customer Account.

5. Players seeking Prize redemptions from suspended or closed Customer Accounts should contact Customer Support for guidance. This provision does not convey an inherent right to redemption.

9.2 External Verification Checks

1. SCROOGE LLC may employ third-party service providers to conduct external identification and other verification checks based on the information you provide.

These verification procedures are in place to ensure the integrity and compliance of customer accounts with applicable regulations. It's essential to cooperate and provide the necessary documentation to satisfy these checks to avoid potential account restrictions or closures.

10. RESPONSIBLE SOCIAL GAMEPLAY

10.1 Policy

1. SCROOGE LLC actively supports responsible social gameplay and encourages its Players to utilize various responsible social gameplay features to better manage their Customer Account.
2. For full details, we refer you to our Responsible Social Gameplay Policy.
3. SCROOGE LLC is committed to providing excellent customer service. As part of that pledge, SCROOGE LLC is dedicated to supporting responsible social gameplay. While SCROOGE LLC will make all reasonable efforts to enforce its responsible social gameplay policies, it does not accept responsibility or liability if a Player continues gameplay or seeks to use the Platform with the intention of deliberately avoiding the implemented measures, or if SCROOGE LLC is unable to enforce its measures/policies due to reasons beyond its reasonable control.

10.2 Take a Break (Time-Out) and Self-Exclusion

1. You have the option to request a time-out or self-exclusion from our Games at any time. You can also set limits on your purchases of Gold Coins or the amount of Sweeps Coins you play. For more information on the available options, please consult our Responsible Social Gameplay Policy.

10.3 Player Protection Policy

2. We are committed to ensuring that you have a safe and responsible gaming experience. On the Responsible Social Gameplay page of our Platform's main

website, you can find our detailed Player Protection Policy, which includes a list of mechanisms you can employ to guarantee a safer gaming experience.

11. FRAUDULENT CONDUCT

11.1 You will not, directly or indirectly:

1. hack into any part of the Games or Platform through password mining, phishing, or any other means;
2. attempt to modify, reverse engineer, or reverse-assemble any part of the Games or Platform;
3. knowingly introduce viruses, Trojans, worms, logic bombs, spyware, malware, or other similar material;
4. circumvent the structure, presentation, or navigational function of any Game to obtain information that SCROOGE LLC has chosen not to make publicly available on the Platform;
5. engage in any form of cheating or collusion;
6. use the Platform and the systems of SCROOGE LLC to facilitate any type of illegal money transfer (including money laundering proceeds of crime); or
7. participate in or take advantage of, or encourage others to participate in or take advantage of schemes, organizations, agreements, or groups designed to share:
 1. special offers or packages emailed to a specific set of players and redeemable by URL; or
 2. identification documents (including, but not limited to, photographs, bills, and lease documents) for the purpose of misleading SCROOGE LLC as to a Player's identity.

11.2 You must not use the Platform for any unlawful or fraudulent activity or prohibited transaction (including Fraudulent Conduct) under the laws of any jurisdiction that applies to you. We monitor all transactions to prevent money laundering.

11.3 If SCROOGE LLC suspects that you may be engaging in, or have engaged in, fraudulent, unlawful, or improper activity, including money laundering activities or any conduct that violates these Terms and Conditions, your access to the Platform will be suspended immediately, and your Customer Account may be closed. If your Customer Account is suspended or closed under such circumstances, SCROOGE LLC is under no obligation to reverse any Gold Coin purchases you have made or to redeem any Sweeps Coins or Prizes that may be in your Customer Account. Additionally, SCROOGE LLC may pass any necessary information to the relevant authorities, other online service providers,

banks, credit card companies, electronic payment providers, or other financial institutions. You will cooperate fully with any SCROOGE LLC investigation into such activity.

11.4 If you suspect any unlawful or fraudulent activity or prohibited transaction by another Player, please notify us immediately via the means of communication listed in the Customer Complaints procedure (described in clause 19).

12. INTELLECTUAL PROPERTY

12.1 The computer software, the computer graphics, the Platform, and the user interface that we make available to you are owned by, or licensed to, SCROOGE LLC or its associates and protected by copyright laws. You may only use the software for your own personal, recreational uses in accordance with all rules, terms, and conditions we have established (including these Terms and Conditions and the Sweeps Rules) and in accordance with all applicable laws, rules, and regulations.

12.2 You acknowledge that SCROOGE LLC is the proprietor or authorized licensee of all intellectual property in relation to any Content.

12.3 Your use of the Games and Platform does not provide you with any intellectual property rights in the Content, Games, or Platform.

12.4 You grant us and represent and warrant that you have the right to grant us, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free license to use in whatever way we see fit, any information, images, videos, comments, messages, music, or profiles you publish or upload to any website or social media page controlled and operated by SCROOGE LLC.

12.5 You must not reproduce or modify the Content in any way, including by removing any copyright or trademark notice.

12.6 All trademarks and logos displayed in the Games and Platform are the property of their respective owners and are protected by applicable trademark and copyright laws.

13. THIRD PARTY WEBSITES, LINKS OR GAMES

13.1 Third Party Websites

1. You acknowledge and agree that SCROOGE LLC:
 1. is not responsible for Third Party Websites; and
 2. makes no guarantee as to the content, functionality, or accuracy of any Third-Party Website
2. You further acknowledge that some Third-Party Websites may be fraudulent in nature, offering Gold Coins or Sweeps Coins which the operators of those websites

are not authorized to provide, in an effort to induce you to reveal personal information (including passwords, account information, and credit card details). You agree that SCROOGE LLC is not responsible for any actions you take at the request or direction of these, or any other Third-Party Websites. WE DO NOT AUTHORIZE ANY THIRD PARTY TO OFFER GOLD COINS OR SWEEPS COINS. Any such offer should be deemed fraudulent and disregarded.

3. Third Party Websites are subject to the terms and conditions outlined by that third party.

13.2 Links

1. Any links to Third Party Websites do not:
 1. indicate a relationship between SCROOGE LLC and the third party; or
 2. indicate any endorsement or sponsorship by SCROOGE LLC of the Third-Party Website, or the goods or services it provides, unless specifically indicated by SCROOGE LLC.
2. Where a website controlled and operated by SCROOGE LLC contains links to various social networking sites, such as Facebook® and Twitter®, you acknowledge and agree that:
 1. any comments or content that you post on such social networking sites are subject to the terms and conditions of that particular social networking site;
 2. you will not post any comments that are false, misleading, or deceptive or defamatory to us, our employees, agents, officers, or other players; and
 3. we are not responsible or liable for any comments or content that you or others post on social networking sites.

14. DISRUPTIONS AND CHANGE

14.1 No warranties

1. The Platform is provided on an "as is" basis and to the fullest extent permitted by law, we make no warranty or representation, whether express or implied, in relation to the satisfactory quality, fitness for purpose, completeness, or accuracy of the Platform (including the Games and Content).

14.2 Malfunctions

1. SCROOGE LLC is not liable for any downtime, server disruptions, lagging, or any technical or political disturbance to Game play, nor attempts by you to Participate by methods, means, or ways not intended by us.
2. SCROOGE LLC accepts no liability for any damages or losses which are deemed or alleged to have arisen out of or in connection with any Platform or its Content,

including, without limitation, delays or interruptions in operation or transmission, loss or corruption of data, communication or lines failure, any person's misuse of a Platform or its Content, or any errors or omissions in Content.

3. In the event of a Platform system malfunction, all Game play on that Platform is void.
4. In the event a Game is started but fails to conclude because of a failure of the system, SCROOGE LLC will use commercially reasonable efforts to reinstate the amount of Gold Coins or Sweeps Tokens played (whichever applicable) in the Game to you by crediting it to your Customer Account. SCROOGE LLC reserves the right to alter Player balances and account details to correct such mistakes.
5. SCROOGE LLC reserves the right to remove any part of the Games from the Platform at any time. Any part of the Games that indicate incorrect behavior affecting Prize redemption, game data, Gold Coin balances, Sweeps Token balances, or other balances, which may be due to misconfiguration or a bug, will be canceled and removed from the Platform. Player balances and account details may be altered by SCROOGE LLC in such cases to correct any mistake.

14.3 Changes to the Platform

1. SCROOGE LLC reserves the right to suspend, modify, remove, or add Content to the Platform at its sole discretion with immediate effect and without notice to you. We will not be liable to you for any loss suffered as a result of any changes made or for any modification or suspension of or discontinuance of the Platform (including any Game thereon), and you will have no claims against SCROOGE LLC in such regard.

14.4 Service Suspension

1. We may temporarily suspend the whole or any part of the Platform for any reason at our sole discretion. We may, but will not be obliged to, give you as much notice as is reasonably practicable of such suspension. We will restore the Platform, as soon as is reasonably practicable, after such temporary suspension.

15. VIRUSES

1. Although we take all reasonable measures to ensure that the Platform is free from viruses, we cannot and do not guarantee that the Platform is free of such problems. It is your responsibility to protect your systems and have in place the ability to reinstall any data or programs lost due to a virus.

16. PRIVACY POLICY

1. SCROOGE LLC is committed to protecting and respecting your privacy and complying with all applicable data protection and privacy laws.
2. SCROOGE LLC is committed to protecting and respecting your privacy and complying with all applicable data protection and privacy laws.

17. MARKETING COMMUNICATIONS

1. You consent to receive marketing communications from SCROOGE LLC in respect of its offerings by way of email, post, SMS, and telephone notifications, any of which you may unsubscribe from at any time by contacting Customer Support via this form.
2. We do not sell, rent, or share mobile phone numbers, SMS opt-in data, or SMS consent with any third parties or affiliates for marketing or promotional purposes.

18. USE OF LIVE CHAT SERVICES

1. We may provide you with a Live Chat service to talk to our Customer Support representatives or to talk to other Players. This may include the use of our Facebook® wall. It is your responsibility to use these services only for their intended purposes. You are not permitted to use our Live Chat services for illegal purposes.
2. Be careful about what you post on any Live Chat service. We review and moderate chats and keep a log and record of statements. Your use of the Live Chat service should be for recreational and social purposes only.
3. Spamming on Live Chat is prohibited. You are prohibited from intimidating, harassing, or abusing other Players or SCROOGE LLC employees and representatives.
4. You will not use any Live Chat service to engage in any form of harassment or offensive behavior, including but not limited to, threatening, derogatory, abusive, or defamatory statements, or racist, sexually explicit, pornographic, obscene, or offensive language.
5. You will not use any Live Chat service to infringe the privacy rights, property rights, or any other rights of any person.
6. You will not submit any material or information on any Live Chat service that is fraudulent or otherwise unlawful or violates any law.
7. You will not use any Live Chat service to distribute, promote, or otherwise publish any material containing any solicitation for funds, advertising, or solicitation for goods or services of other forums.
8. You will not use any Live Chat service to distribute, promote, or otherwise publish any kind of malicious code or do anything else that might cause harm to the Platform or to other Players' systems in any way.

9. We reserve the right to monitor anything submitted by you to any Live Chat service to ensure that it conforms to content guidelines that are monitored by us and subject to change from time to time.
10. If you breach any of the provisions relating to a Live Chat service, we may ban you from using that Live Chat service or all Live Chat services and/or suspend or close your Customer Account. If we close your Customer Account, we reserve the right to cancel or refuse to redeem any Prizes.
11. We reserve the right to remove any Live Chat service from the Platform if abused.
12. We will not be liable if damage arises out of the Live Chat service.
13. You agree to indemnify us against any damage arising out of your illegal, unlawful, or inappropriate conduct or violation of the provisions in clause 18 or any other rules on the Platform applying to the Live Chat service.
14. You will not collude in any way through the Live Chat service. Players are encouraged to report any suspicious behavior to Customer Support via this form.
15. We reserve the right to report any suspicious behavior or chats on the Live Chat service to the MGA.

19. COMPLAINTS AND CUSTOMER SUPPORT

1. If you would like to contact our Customer Support department or have a complaint regarding our Platform (including any Game), you may contact us via email at info@scrooge.casino
2. ALL EMAIL COMMUNICATIONS BETWEEN YOU AND SCROOGE LLC SHOULD BE CARRIED OUT USING THE EMAIL ADDRESS THAT YOU HAVE REGISTERED AGAINST YOUR CUSTOMER ACCOUNT HELD WITH SCROOGE LLC. FAILURE TO DO SO MAY RESULT IN OUR RESPONSE BEING DELAYED.
3. The following information must be included in any written communication with SCROOGE LLC (including a complaint):
4. Your username.
5. Your first and last name, as registered on your Customer Account
6. A detailed explanation of the complaint/claim.
7. Any specific dates and times associated with the complaint/claim (if applicable).
8. Failure to submit a written communication with the information outlined above may result in a delay in our ability to identify and respond to your complaint/claim in a timely manner. The SCROOGE Casino Player Support Team (PST) will inquire into official complaints immediately. The PST will endeavor to respond to official complaints within 10 calendar days of lodgment.

9. In some circumstances, the PST will require up to 20 days to respond to a complaint. In this case, the player will be informed of the delay within 10 days of lodging the complaint.
10. After completing our internal complaints process, if the player feels the complaint was not resolved to their satisfaction, the player may choose to request to hear from the CEO to resolve the matter. Rest assured we always do what is right.

20. CLOSURE/SUSPENSION OF ACCOUNT

1. Without limiting clause 5.7.1, we reserve the right, at our sole discretion, to suspend or close your Customer Account (notwithstanding any other provision contained in these Terms and Conditions) where we have reason to believe that you have engaged or are likely to engage in any of the following activities:
 1. You breached, or assisted another party to breach, any provision of these Terms and Conditions or the Sweeps Rules, or we have a reasonable ground to suspect such breach.
 2. You have more than one Customer Account, including any Inactive Account, on any Platform.
 3. The name registered on your Customer Account does not match the name on (i) your Payment Medium used to make purchases of Gold Coins or (ii) the account into which you elect to redeem Prizes or you do not legally and beneficially own such Payment Medium or redemption account.
 4. Your communication with us consists of harassment or offensive behavior, including (but not limited to) threatening, derogatory, abusive, or defamatory statements, or racist, sexually explicit, pornographic, obscene, or offensive language.
 5. Your Customer Account is deemed to be an Inactive Account.
 6. You become bankrupt.
 7. You provide incorrect or misleading information.
 8. Your identity or source of wealth or source of funds (if requested) cannot be verified.
 9. You attempt to use your Customer Account through a VPN, proxy, or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your citizenship, location, or place of residence, or by playing Games using the Platform through a third party or on behalf of a third party.

10. You are located in a jurisdiction:
 1. where Participation is illegal; or
 2. where you are ineligible to Participate in Promotional Play in accordance with the Sweeps Rules.
 11. You have allowed or permitted (whether intentionally or unintentionally) someone else to Participate using your Customer Account.
 12. You have played in tandem with other Player(s) as part of a club, group, etc., or played the Games in a coordinated manner with other Player(s) involving the same (or materially the same) selections.
 13. You have played in tandem with other Player(s) as part of a club, group, etc., or played the Games in a coordinated manner with another Player(s) involving the same (or materially the same) selections.
 14. Without limiting clause 6.3.6, where SCROOGE LLC has received a "chargeback," claim or dispute and/or a "return" notification via your Payment Medium.
 15. You have failed our due diligence procedures, or are found to be colluding, cheating, money laundering, or undertaking any kind of fraudulent activity.
 16. It is determined by SCROOGE LLC that you have employed or made use of a system (including machines, computers, software, or other automated systems such as bots) which give you an unfair advantage.
 17. You do not meet the criteria set out in our Customer Acceptance Policy.
2. If SCROOGE LLC suspends or closes your Customer Account for any of the reasons referred to in clause 20.1 above, you will be liable for any and all claims, losses, liabilities, damages, costs, and expenses incurred or suffered by SCROOGE LLC (together "Claims") arising therefrom, and you will indemnify and hold SCROOGE LLC harmless on demand for such Claims.
 3. If we have reasonable grounds to believe that you have participated in any of the activities set out in clause 20.1 above, then we reserve the right to withhold all or part of the balance or recover from your Customer Account any Prizes, Gold Coins, or Sweeps Coins that are attributable to any of the activities contemplated in clause

20.1. In such circumstances, your details may be passed on to any applicable regulatory authority, regulatory body, or any other relevant external third parties.

4. If your Customer Account is suspended or closed and this leads to the withholding of Prizes, Sweeps Coins, or Gold Coins, a documented copy of the decision may be sent to the MGA, as appropriate. It will not be possible for you to unlock your Customer Account during any suspension period.
5. The rights set out in clause 20 are without prejudice to any other rights that we may have against you under these Terms and Conditions or otherwise.

21. INDEMNITY AND LIMITATION OF LIABILITY

21.1 Indemnity

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS US AND, OUR AFFILIATES, AND OUR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUBCONTRACTORS, LICENSORS, SUPPLIERS, AND AGENTS AGAINST ANY AND ALL COSTS, EXPENSES, LIABILITIES, AND DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE OR OTHER) ARISING FROM ANY PARTICIPATION BY YOU, INCLUDING WITHOUT LIMITATION:

1. ACCESSING OR USING THE PLATFORM.
2. RE-USE OF ANY CONTENT AT, OR OBTAINED FROM, THE PLATFORM OR ANY OTHER SOURCE WHATSOEVER.
3. FACILITATING OR MAKING A PAYMENT INTO YOUR CUSTOMER ACCOUNT.
4. PLAYING THE GAMES THROUGH ANY DELIVERY MECHANISM OFFERED.
5. ACCEPTANCE AND USE OF ANY PRIZE.

21.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WHATSOEVER WILL WE OR OUR AFFILIATES, OR OUR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS, AND SUPPLIERS BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER ENTITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER ANY LEGAL THEORY, WHETHER CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOST REVENUE, INCOME, GOODWILL, USE OF DATA, OR OTHER INTANGIBLE LOSSES, IN EACH CASE THAT RESULT FROM OR RELATE IN ANY MANNER TO YOUR PARTICIPATION OR ANY OTHER ACT OR OMISSION BY US.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE, OUR AFFILIATES, AND OUR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID US IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID US ANY AMOUNTS IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO STOP USING THE PLATFORM AND TO CLOSE YOUR CUSTOMER ACCOUNT.

YOU RECOGNIZE AND AGREE THAT THE WARRANTY DISCLAIMERS IN CLAUSES 14 AND 15, AND THE INDEMNITIES AND LIMITATIONS OF LIABILITY IN CLAUSE 21, ARE MATERIAL AND BARGAINEDFOR BASES OF THESE TERMS AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY YOU TO ENTER INTO THESE TERMS AND CONDITIONS. Depending on where you reside and use the Platform, some of the limitations contained in clause 21 may not be permissible. In such case, they will not apply to you, solely to the extent so prohibited.

21.3 Negligence and Willful Misconduct

NOTHING IN THESE TERMS AND CONDITIONS WILL OPERATE SO AS TO EXCLUDE ANY LIABILITY OF SCROOGE LLC FOR DEATH OR PERSONAL PHYSICAL INJURY THAT IS DIRECTLY AND PROXIMATELY CAUSED BY SCROOGE LLC'S NEGLIGENCE OR WILFUL MISCONDUCT.

21.4 Survival of Obligations

CLAUSE 21 SURVIVES THE TERMINATION OF THESE TERMS AND CONDITIONS FOR ANY REASON.

22. SCROOGE LLC NOT A FINANCIAL INSTITUTION

22.1 Interest

You will not receive any interest on outstanding Prizes, and you will not treat SCROOGE LLC as a financial institution.

22.2 No legal or tax advice

SCROOGE LLC does not provide advice regarding tax and/or legal matters. Players who wish to obtain advice regarding tax and legal matters are advised to contact appropriate advisors.

23. DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS

PLEASE READ THIS CLAUSE 23 CAREFULLY BECAUSE IT MAY REQUIRE YOU AND SCROOGE LLC TO ARBITRATE CERTAIN DISPUTES AND CLAIMS ON AN INDIVIDUAL BASIS AND LIMITS THE MANNER IN WHICH YOU AND SCROOGE LLC CAN SEEK RELIEF FROM EACH OTHER. This clause 23 will be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Terms and Conditions.

23.1 Complaint Resolution

We want to address any concerns you may have without the need for a formal legal dispute.

Before filing a claim against SCROOGE LLC, you agree to try to resolve any complaint in accordance with clause 19. If your complaint is not resolved after exhausting the internal complaints process outlined in clause 19, you may initiate Dispute resolution as set out in this clause 23.

SCROOGE LLC agrees that it will take all reasonable efforts to contact you and resolve any claim it may possess informally prior to taking any formal action.

23.2 Arbitration

We Both Agree to Arbitrate. By agreeing to these Terms and Conditions, and to the extent permitted by applicable law, both you and SCROOGE LLC agree to resolve any Disputes — including any Dispute concerning the enforceability, validity, scope of severability of this agreement to arbitrate — through final and binding arbitration.

Opt-out of Agreement to Arbitrate. You may decline this agreement to arbitrate by contacting info@scrooge.casino within 30 days of first accepting these Terms and Conditions. Your email must include your first and last name and a statement that you decline this arbitration clause. By opting out of this clause, you will not be precluded from using the Platform, but neither you nor SCROOGE LLC will be able to invoke the mutual agreement to arbitrate to resolve Disputes. Whether to agree to arbitration is an important

decision. It is your decision to make, and you ARE NOT REQUIRED TO rely solely on the information provided in these Terms and Conditions. You should take reasonable steps to conduct further research and, if you wish, to consult with counsel of your choice.

23.3 Arbitration Procedures and Fees

You and SCROOGE LLC agree that:

The American Arbitration Association ("AAA") will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, or successor rules, which are in effect at the time arbitration is sought (the "AAA Rules"). Those rules are available at www.adr.org; arbitration will proceed on an individual basis; arbitration will be handled by a sole arbitrator in accordance with the AAA Rules; the AAA rules will govern payment of all arbitration fees; except as otherwise may be required by the AAA Rules, the arbitration will be held in New York, New York, or, at your election, conducted via telephone or other remote electronic means; the arbitrator shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law. Notwithstanding any language to the contrary in this clause 23.7(f), if a party seeks injunctive relief that would significantly impact other SCROOGE LLC users as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this clause shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may - if selected by either party or as the chair by the two party-selected arbitrators - participate in the arbitral panel; except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential.

23.4 Arbitration to Proceed Individually

1. You and SCROOGE LLC agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor SCROOGE LLC may bring a claim as part of a Collective Arbitration.
2. Without limiting the generality of clause 23.4, and as an example only, a claim to resolve a Dispute against SCROOGE LLC will be deemed a Collective Arbitration if:
 1. two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants.
 2. counsel for the claimants are the same, share fees or coordinate in any way across the arbitrations.
3. For the purposes of clause 23.2, the term "concurrently" means that both arbitrations are pending (filed but not resolved) at the same time.

23.5 Waiver of Class Action and Collective Arbitration

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR SCROOGE LLC SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR PARTICIPATE IN ANY COLLECTIVE ARBITRATION (AS DEFINED ABOVE) OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY OR OTHERWISE SEEK TO RECOVER FOR LOSSES INCURRED BY A THIRD PARTY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN THE EVENT ALL OR ANY PORTION OF THIS CLAUSE 23.12 IS FOUND TO BE INVALID OR LESS THAN FULLY ENFORCEABLE, THEN THE ENTIRETY OF CLAUSE 23 (DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS) MAY BE DEEMED VOID AND AS HAVING NO EFFECT UPON EITHER PARTY'S ELECTION.

24. OTHER

24.1 Entire Agreement

These Terms and Conditions constitute the entire agreement between you and us with respect to your Participation and, save in the case of fraud, supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to your Participation.

24.2 Amendments

SCROOGE LLC reserves the right to amend these Terms and Conditions or to implement or amend any procedures at any time. Any amendments will be published on the Platform, and such changes will be binding and effective immediately. Whenever we amend these Terms and Conditions in a way that would limit your current rights or which may be to your detriment, we will notify you upon your next visit to the Platform, and you will be required to re-confirm your acceptance before playing any Games. If you do not agree to the amended Terms and Conditions, you must stop using the Platform.

24.3 Tax

You are solely responsible for any taxes that apply to any Prizes you collect from your Participation. You **MUST** pay taxes on any winnings and claim them on your IRS tax return.

24.4 Force Majeure

SCROOGE LLC will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by events outside of our reasonable control.

24.5 No agency

Nothing in these Terms and Conditions will be construed as creating any agency, partnership, trust arrangement, fiduciary relationship, or any other form of a joint enterprise between you and us.

24.6 Severability

If any of the Terms and Conditions are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision will, to that extent, be severed from these Terms and Conditions. All remaining terms, conditions, and provisions will continue to be valid to the fullest extent permitted by law. In such cases, the part deemed invalid or unenforceable will be amended in a manner consistent with the applicable law to reflect, as closely as possible, the original import of the invalid or unenforceable provision.

24.7 Explanation of Terms and Conditions

We consider these Terms and Conditions to be open and fair. If you need any explanation regarding these Terms and Conditions or any other part of our Platform, contact Customer Support via this form.

The Terms and Conditions prevail over any communication via email or chat.

All correspondence between you and us may be recorded.

24.8 Assignment

These Terms and Conditions are personal to you and are not assignable, transferable, or sublicensable by you except with our prior written consent. We reserve the right to assign, transfer, or delegate any of our rights and obligations hereunder to any third party without notice to you.

24.9 Business Transfers

In the event of a change of control, merger, acquisition, or sale of assets of SCROOGE LLC, your Customer Account and associated data may be part of the assets transferred to the purchaser or acquiring party. In such an event, we will provide you with notice via email or via our Platform explaining your options with regard to the transfer of your Customer Account.

24.10 Language

These Terms and Conditions may be published in several languages for information purposes and ease of access by players, but will all reflect the same principles. It is only the English version that is the legal basis of the relationship between you and us, and in case of any discrepancy between a non-English version and the English version of these Terms and Conditions, the English version will prevail.

24.11 Applicable Law and Jurisdiction

These Terms and Conditions, your use of the Platform, and our entire relationship will be governed and interpreted in accordance with the laws of the State of Delaware in the United States, without regard to its choice of conflict of law principles. The application of

the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

In the event of any conflict or inconsistency between these Terms and Conditions and any Responsible Social Gameplay Policy, Sweepstakes Rules, or Customer Acceptance Policy, these Terms and Conditions shall prevail solely to the extent necessary to resolve such conflict or inconsistency.

The Platform is operated by a United States–based entity, and participation is offered only where permitted by applicable law. Eligibility to participate is determined by the user’s physical location at the time of participation, and access is restricted in jurisdictions where participation is prohibited.

Subject to any applicable arbitration provisions set forth herein, the parties agree that any dispute, controversy, or claim arising out of or relating to these Terms and Conditions, or the breach, termination, or validity thereof, shall be resolved exclusively in the state or federal courts located within the State of Delaware, and each party consents to the personal jurisdiction and venue of such courts.

25. Special provisions related to Bank Transfer Payments

1. Scrooge LLC has partnered with financial services software company Aeripay to offer you ACH payments. When you create a Scrooge LLC Account and connect a bank to complete ACH payments, you will be creating an Aeripay account.

2. You authorize Scrooge LLC to share your identifying information with Aeripay to open and support your Scrooge LLC Account. You must comply also with Aeripay’s Terms of Service (<https://www.aeripay.com/legal/terms-of-service>) when creating or using your Scrooge LLC Account.

3. The Aeripay Terms of Service (<https://www.aeripay.com/legal/terms-of-service>) may be modified from time to time, and the governing version is incorporated by reference into this Terms of Service.

4. Any term not defined in this section but defined in the Aeropay Terms of Service assumes the meaning as defined in the Aeropay Terms of Service (<https://www.aeropay.com/legal/terms-of-service>).