

**scratch it.**  
Pan European Gaming Ltd  
Ramona Building  
2nd Floor F639/2  
Oxford Street, Osu, Ghana  
T : +233 021 93 97 80  
M: +233 242 531 678



## PURCHASERS TERMS AND CONDITIONS

These Terms and Conditions apply to all Game Cards (as defined below) under the trading name “scratch it”.

“scratch it” is promoted by Xen Leisure Ltd, Company Number CA,52-455, under Gaming Licence issued by The Gaming Commission of Ghana under The Gaming Act 2006 (Act 721).

The sole distribution rights for “scratch it” are held by Pan European Gaming Ltd, Company Number CA,49-575.

### **1. Definitions**

When used within these Terms and Conditions the following terms shall have the respective meanings to be applicable to both singular and plural forms of the terms defined.

“**Act**” means The Gaming Act 2006 (Act 721).

“**Claimant**” means a person who submits a claim for a Game Card Prize payment within the applicable Claim Period.

“**Claim Period**” means that period referred to in 3(i)(2)

“**Claimed Game Card**” means a Game Card that has been, or is to be, presented for validation in accordance with these Terms and Conditions.

“**Commission**” means The Gaming Commission of Ghana, being the body that will regulate “scratch it”, or such other body which may carry out such functions from time to time.

“**Company**” means Xen Leisure Ltd.

“**Defective Game Card**” means a Game Card which at the time of purchase is visibly defective, illegible or incomplete, or contains the words “void” or “not for sale” or similar wording.

“**Distributor**” means any person, firm or company authorised by Pan European Gaming Ltd and the Company to sell Game Cards and/or pay Prizes of a specified amount in respect of Valid Winning Game Cards.

“**Game Card**” means any Game Card in a Scratch It Game issued to a Distributor by Pan European Gaming Ltd and sold or otherwise distributed by the Distributor in an authorised manner.

“**Game Card Number**” means a number on the reverse and/or front of the Game Card that indicated the sequence in which a Game Card is placed within the Pack.

“**Game Card Validation Requirements**” means the Company’s Game Card validation requirements set out or referred to in these Terms and Conditions.

“**Game Number**” means the number on the reverse of the Game Card which identifies a particular Game, and which is specified in the Game Procedures.

“**Game Procedures**” means a written document that includes, among other information, the Game name, a description of how a Prize is won, Game Prize Structure and Play Style.

“**Game Specific Conditions**” means any Terms or Conditions issued by the Company in addition to, or in substitution, for these Terms and Conditions and which may apply only to a particular Game.

“**High Tier Prize**” means a Prize of, or worth, over 100 GH¢.

“**Minor**” means a person who has not reached the age of 18 years.

“**Pack**” means a package of Game Cards, each with a different Game Card Number.

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## **PURCHASERS TERMS AND CONDITIONS**

“**Pack Number**” means a number which identifies a particular Pack and which is printed on the front/reverse of each Game Card in order to identify the Pack from which each Game Card originates.

“**Play Area**” means the area(s) on the front of a Game Card that contain(s) the Play Symbols.

“**Play Style**” means the method of play to determine winners for an individual Game.

“**Play Symbol**” means a symbol on the front of a Game Card which is used to determine whether or not a Player may have won a Prize and which is also specified in the relevant Games Procedure.

“**Player**” means a member of the Playing Public who purchases or otherwise acquires a Game Card.

“**Playing Public**” means members of the public who are eligible to purchase Game Cards.

“**Prize**” means a prize won by a Player in a Scratch It Game Card.

“**Prize Claim Form**” means the printed form issued by the Company which a Player is required to complete and submit, together with a Valid Winning Game Card, to be eligible to claim certain Prizes in accordance with these Terms and Conditions.

“**Prize Structure**” means the number, value and odds of winning Prizes for an individual Game as determined by the Company and as specified in the Game Procedures.

“**Prize Symbol**” means a symbol which may appear on the front of a Game Card and which indicates the Prize which may be won by a Player.

“**Scratch It**” and “**Game**” mean a Xen Leisure Ltd Game which is played by uncovering a Play Area or a portion thereof on a Game Card to display the pre-printed Play Symbols and in which the determination of whether the Game Card is a Valid Winning Game Card is capable of being made immediately following its purchase.

“**T & C’s**” means the Terms and Conditions for Scratch It Game Cards set out herein.

“**Terminal**” means the machine which allows winning Game Cards to be validated.

“**Validation Number**” refers to the unique data printed on a Game Card which, subject to these Terms and Conditions, enables the verification of the Game Card as a Valid Winning Game Card or otherwise.

“**Valid Winning Game Card**” means a winning Game Card which meets all the Game Card Validation Requirements.

“**Verification Code**” means a numeric code used by the Distributor and by the Company when validating Game Cards on a Terminal.

## **2. Status of these Terms and Conditions**

**a)** These T & C’s, the applicable Scratch It Game Procedures, any applicable Game Specific T & C’s and the conditions and explanations appearing on Game Cards constitute the contractual rights and obligations of the Company to owners of Game Cards and Claimants with respect to each Scratch It Game.

**b)** In the event of a discrepancy or inconsistency between these T & C’s and the applicable Game Procedures on the one hand and the conditions and explanations appearing on a Game Card on the other hand, these T & C’s and such Game Procedures shall prevail.

**c)** In the event of a discrepancy or inconsistency between these T & C’s and the applicable Game Procedures or the applicable Game Specific Rules then the applicable Game Procedures or the applicable Game Specific Rules will prevail.

## **PURCHASERS TERMS AND CONDITIONS**

### **3. Scratch It Game Terms and Conditions**

#### **a) Sale of Scratch It Game Cards**

Each Game Card is to be sold by the Company's authorised Distributor for the retail sale price stated in the relevant Game Procedures, and printed on the face of the Game Card, provided however that nothing in these T & C's shall prevent the Company, Pan European Gaming Ltd or its authorised Distributor with its consent issuing Game Cards to Players without charge in connection with promotional activity for Scratch It.

#### **b) Play Style of a Scratch It Game**

i. The Play Style for each Game is that indicated on the Game Card and in the Game Procedures for that Game.

ii. Neither any member of the Playing Public nor a Distributor shall enter into any special agreement for the issue of a Game Card or Game Cards (or for the giving of a Prize) otherwise than in accordance with the Game Rules and Game Procedures applicable to the relevant Game.

#### **c) Responsibility for Game Cards**

i. The Player shall be solely responsible for verifying at the time of purchase or other acquisition that (in respect of those parts of the Game Card clearly visible to the Player) the Game Card has not been mutilated, altered or tampered with and that the Game Card is not a defective Game Card.

ii. The Player is responsible for the safe custody of any Game Card. Failure to produce the Game Card on claiming a Prize will result in refusal to pay the Prize.

iii. Neither the Company nor any Distributor will be responsible for loss, theft, mutilation or destruction of any Game Card or for any errors or omissions in respect of any data recorded or omitted to be recorded on any Game Card or for any loss of whatever nature suffered or incurred by any person as a result of any such event or condition affecting the Game Card.

iv. The Player is responsible for claiming and ensuring that he receives the full value of the Prize to which he is entitled.

v. The Players eligibility to win a Prize is subject to the Game Card Validation Requirements.

#### **d) Purchase and Prize Restrictions**

i. There is no general right for any person to purchase a Game Card. In particular, but without limitation, no Game Card may be purchased by or Prize paid to:

- a) any Minor whether acting on his own behalf or on behalf of another person;
- b) directors and employees of the Company, Pan European Gaming Ltd or the Commission;
- c) specified employees of such key contractors and sub-contractors to the Company as may be specified from time to time by the Commission;
- d) personal partners and persons who are, to some extent, maintained by any of the persons referred to in 3(d)(1)(b) and (c) above, if living in the same household as any such person;
- e) such other person or category of persons as the Company and Commission may agree from time to time.

ii. If not withstanding 3(d)(1) above a Prize is paid to a person not permitted by that Point to be paid a Prize, such Prize shall be repayable by that person to the Company upon demand.

iii. The Company or any Distributor, in its sole discretion, may refuse to sell Game Cards to any person or persons without giving reasons, but which may include circumstances in which, in its view, that person or persons is or are playing in a manner which it or the Distributor deems to be interfering with other Players' reasonable access to that Game.

## **PURCHASERS TERMS AND CONDITIONS**

### **e) Game Procedures**

- i. The Game Procedures for each Scratch It Game Card shall contain at least the following information:
- a) Game Card retail sale price;
  - b) Play Style;
  - c) Play Symbols;
  - d) Prize Structure;
  - e) drawing procedures where applicable

### **f) Publicity**

The Winner(s) may be required to participate in publicity connected with this Prize win and it is a condition of entry that the Winner(s) agree to their name being made publicly available if they win.

### **g) Use of Prize Claim Forms**

- i. A Prize Claim Form shall be completed and signed in the case of a claim for a High-Tier Prize. The Company reserves the right, at its discretion, to require the completion of a Prize Claim Form in any other case.
- ii. A Prize Claim Form must be completed in the name of one owner of and accompanied by a Valid Winning Game Card and signed by him or his duly authorised representative. However, the Company may exceptionally, and at its sole discretion, waive the requirement of a Prize Claim Form in respect of a particular Prize claim (but not the requirement to provide a Winning Game Card), such waiver to be in writing and subject to such terms and conditions as the Company shall require.
- iii. The Company may refuse to process for payment any Prize Claim Form which is incomplete.
- iv. If a Claimant is unable to complete a Prize Claim Form due to legal, physical, or other disability, a duly authorised representative of the Claimant may complete and sign a Prize Claim Form on his/her behalf. The Prize Claim Form must state the name of the Claimant and the representative and describe the status of the signatory, if not the Claimant. The Company reserves the right to request evidence of the capacity of a representative to claim
- v. If the person signing the Prize claim Form is a personal representative of the estate of a deceased winner, that person shall submit with the Prize Claim Form letters of administration or grant of probate showing that appointment or such other documentation as the Company shall in its discretion deem sufficient properly to establish such representative's entitlement to receive the relevant Prize.
- vi. Payment of the Prize to the person shown on the Prize Claim Form as the Claimant or his duly authorised representative shall fully and effectively discharge the Company, its officers, employees, representatives, contractors and any person, firm or company authorised by the Company to pay Scratch It Game Prizes from any further liability for payment of that Prize.
- vii. A person who signs the Prize Claim Form shall be deemed to have represented that he is lawfully entitled to the winning Prize and the information contained therein is accurate and complete, and shall indemnify the Company against any costs, losses, damages and expenses which the Company may suffer or incur with respect to the Game Card or delivery of the Prize as a result of any misrepresentation.
- viii. In the event of any inconsistency in the information submitted on the Prize Claim Form and/or shown on the claimed Game Card or for any other reason at its complete discretion the Company may investigate and withhold all winnings which may be due to the Claimant (or may make a payment into court) until such time as the Claimant satisfies the Company that he/she is the proper person to whom the Prize should be paid.

### **h) Ticket Validation Requirements**

## **PURCHASERS TERMS AND CONDITIONS**

1. Before a Prize can be claimed on any Winning Game Card, it shall be validated according to the Company's validation procedures adopted from time to time. The Company's decision as to whether or not the Claimed Game Card is valid shall be final and binding. Without prejudice to the generality of the foregoing:
  - a) the Company shall declare a Claimed Game Card invalid, and accordingly shall not pay any Prize, if:
    - i) subject to 3(l), the Company reasonably believes the Claimed Game Card to have been stolen;
    - ii) the Claimed Game Card does not appear on any list held by the Company of the game cards issued in respect of the game.
    - iii) the Claimed Game Card is counterfeit, has been forged in whole or in part or fails to pass the Company's validation and security tests;
    - iv) the Claimed Game Card is not received by the Company or the Distributor by the deadline or within the timescale applicable to the particular Game.
    - v) the Validation Number of a Claimed Game Card does not appear on the Company's official list of Validation Numbers of winning Game Cards or a valid Winning Game Card with that Validation Number has been paid previously;
    - vi) the Validation Number does not correspond, using the Company's codes, to the Play Symbols or Prize Symbol on the Claimed Game Card and/or is not printed in the correct symbol font;
    - vii) the Company reasonably believes that the Game Card was purchased by any member of classes of individual listed in 3(d)(a) to (e) inclusive;
  - b) the Company may at its discretion declare a Claimed Game Card invalid and accordingly shall not be obliged to pay any Prize if:
    - i) the Claimed Game Card is not fully legible or is mutilated, altered, unreadable, incomplete or has been tampered with in any manner;
    - ii) the Claimed Game Card has not been issued or sold in an authorised manner by the Company or by the Distributor;
    - iii) the Play Symbols, Prize Symbols, Validation Number or any other unique feature of the Claimed Game Card do not correspond precisely with the artwork for the Game Card held on file by the Company in respect of the Game to which the Claimed Game Card relates and/or the Claimed Game Card is defective and/or misprinted, in whole or in part.
2. Subject to the provisions of 3(h)(1) above a Valid Winning Game Card shall be the only valid instrument for claiming a prize.
3. A Claimant shall be entitled to claim only the Prize or Prizes for which the validated Game Card is eligible and not any other Prize or any otherwise unclaimed Prize in the particular Game.
4. The Company reserves the right to withhold payment of any Prize until it is entirely satisfied as to the validity of any Claimed Game Card and the Claimant's bona fides, and reserves the right to call for proof of identity and capacity to claim.
5. The Company reserved the right to photograph any Claimant for security purposes.
6. The Company reserves the right to retain any Game Card submitted to the Company for validation.

### **i) Game Termination and Prize Claim Period**

1. The Company may at any time announce the closing date for an individual Game.
2. Scratch It Game Prizes must be claimed within the ordinary hours of business of the Company or of the relevant establishment authorised to pay prizes (as appropriate) but, in any event, no later than 23:00 hours on the 180<sup>th</sup> day after the Game Card was purchased.

Any such Prize not so claimed within this period will be forfeited. Any relevant completed Prize Claim Form and the Valid Winning Game Card must be received by the Distributor within this period.

### **j) Payment to Prize Winners**

## **PURCHASERS TERMS AND CONDITIONS**

1. Subject to the provisions of these Terms and Conditions, Distributors are authorised and required to make payment of cash Prizes of 1GH¢ to 10GH¢. In the event that a Prize winner submits a Game Card to a Distributor for validation and payment of a Prize and the Prize is in excess of the payment authority of that Distributor, the Player shall be advised by the Distributor of the appropriate method to claim the Prize.
2. The owner of a Valid Winning Game Card representing a Prize in excess of 10GH¢ and up to 100GH¢ shall submit such Valid Winning Game Card to a branch of Intercontinental Bank.
3. The owner of a Valid Winning Game Card representing a Prize including and in excess of 100GH¢ and up to and including 10,000 GH¢ shall telephone 021 939 799 whereby they will be instructed on how to claim.
4. The Company reserves the right to make payment by cheque, other approved instrument or direct credit.
5. In the event that a single Game Card contains multiple winning plays, the Prize amounts shall be added together for the purpose of calculating the total Prize payment amount for the Game Card.
6. In the event that the Company, in its absolute discretion, believes that a holder of a Game Card presented for payment or a person who has completed a Prize Claim Form is not the rightful owner thereof or lawfully entitled thereto, it shall be entitled to withhold a payment of any Prize winnings pending the outcome of all appropriate checks and enquiries.
7. The Company shall not be liable to make payment of any Prize on a Game Card which it knows or suspects has been resold or otherwise transferred by way of trade.
8. The Company shall not be liable to pay interest on any winnings in respect of any period during which security or other relevant checks or enquiries are in process regarding any Game Card presented for payment by a Claimant, or during any period in which a dispute relating to the validity of a Game Card or claim has not been resolved.

### **k) Payment to Persons Under a Legal Disability**

1. The Company will make payment to the duly authorised representative of a person under legal or other disability.
2. The Company may apply to a court of competent jurisdiction to determine the lawful payee in any particular case.
3. Save as provided above, the right of any person to Prize shall not be assignable.

### **l) Found Game Cards**

- a) A person who finds a Game Card (a "Finder"):
  - i) which does not bear any indication of ownership.
  - ii) which does have indication of ownership but such information is illegible, inaccurate or incomplete so as to prevent the Finder returning the Game Card to the rightful owner should, if the Game Card is one in respect of which the Claim Period has not expired, and in any respect of which a Prize appears to be payable submit the game Card to the Company's Customer Service Department at Ramona Building, 1<sup>st</sup> Floor, F639/2, Oxford Street, Osu, Ghana with a covering letter or note containing the name, address and contact telephone number of the Finder and information as to the circumstances of his/her finding of the Game Card and steps (if any) taken by him/her to return the Game Card to its rightful owner.
- b) If a Game Card received by the Company pursuant to 4(l)(a) above is a Valid Winning Game Card and after such investigation as it considers appropriate, the Company is in its discretion satisfied that the Finder took all reasonable steps to return the Game Card to its rightful owner before submitting it to the Company and it is satisfied that the Game Card was lost by or stolen from the rightful owner and found by the Finder then, within a reasonable time following the end of the Claim Period but without prejudice to 3(j)(6) and 3(k)(2), the Company may at its discretion pay the Prize to the Finder.

## **PURCHASERS TERMS AND CONDITIONS**

### **m) General**

1. Any person who purchases or submits a Game Card for validation or who claims a Prize in whatever capacity, agrees to be bound by the provisions of the Act, any Regulation made thereunder, the provisions of these Terms and Conditions, as amended from time to time, and of any Game Procedures and any other procedures issued from time to time by the Company in respect of the relevant Game.
2. Each Prize winner is deemed to acknowledge that, if and to the extent that the Company is legally obliged to provide a third party with details of any Prize claimed by, or on behalf of, or paid to the Prize winner, the Company shall be entitled to do so.
3. The Company may amend, modify or otherwise change these Terms and Conditions and any Game Specific Conditions, Game Procedures and other procedures issued by the Company from time to time. Such amendments, modifications or changes shall be applicable with effect from their introduction and shall be applicable to prior Games so far as they relate to claim and Prize payment procedures.
4. Where the context so requires, in these Terms and Conditions, the neuter gender shall include the feminine or masculine gender and vice-versa, the feminine gender shall include the masculine gender and vice-versa and the singular shall include the plural and vice-versa.
5. In the event that any provision of these Terms and Conditions, of the conditions and explanations appearing on a Game Card or of such other conditions as are established by the Company are determined by a court of competent jurisdiction to be void and unenforceable, such determination shall solely affect such provision and shall not, in itself, render void or unenforceable the remaining provisions hereof.
6. Where Claimants provide the Company with personal information about themselves in relation to a Prize claim (such as their name, address, and bank details), the Company may hold and process that personal information in respect of that Prize claim and to fulfil its obligations under the licence granted to it by the Commission. By passing personal information to the Company, Claimants agree and consent to such processing of their personal information by the Company.

### **n) Limitation of Liability**

1. The Distributor is authorised by the Company to issue Game Cards, to pay Prizes in respect of Valid Winning Game Cards and to display and/or have available information produced by the Company in respect of Games. Save as specified in the written agreement between the Company and the Distributor, a Distributor is not authorised by the Company to carry out any other acts or make any admissions whatsoever.
2. If a Defective Game Card is purchased it shall be void and the Company's only liability shall be reimbursement of its cost.
3. Neither the Company nor any Distributor shall in any circumstances be liable for any loss of whatever nature, including but without limitation, indirect or consequential loss, suffered or incurred by any Player, any holder or owner of a Game Card, any Claimant or any other person arising from withdrawal of any Game or from the participation or non-participation of any person in any Game, including the loss, for whatever reason, of the chance to participate in such Game. In particular, but without prejudice to the generality of the foregoing, neither the Company nor any Distributor shall be liable to any person:
  - a) in the event of force majeure including, but without limitation, any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of the Company or the Distributor;
  - b) For the failure of, or damage or destruction to, the Company's central computer system or records, or any part thereof;
  - c) For delays, losses, errors or omissions in or made by the delivery service or by the banking system;
  - d) For any other action or event which prevents or hinders the issue of a Valid Winning Game Card;
  - e) For the refusal to sell a Game Card to any person in accordance with these Rules.
4. The Company shall have the right to suspend or withdraw any Game at its absolute discretion at any time.

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### **O) Decisions of the Company Binding**

The Company's decision as to whether or not a Game Card is a Valid Winning Game Card or in respect of any other matter or dispute arising from the payment or awarding or non-payment or non-awarding of prizes shall be final and binding upon all Players and any other person or persons having any interest in the matter or dispute. Without prejudice to the foregoing, if a prize claimed has not been paid, the Company may, solely at its option reimburse the cost of the Game Card or replace the disputed Game Card with a Game Card of equivalent sales price for any current Scratch It Game. This shall be the owner of the Game Card or Claimant's sole and exclusive remedy, and such reimbursement or replacement shall fully discharge the Company from any liability in respect of such a dispute. The Company may withhold payment of a Prize and/or make an equivalent payment into court until any dispute has been resolved.

### **P) Law**

These Terms and Conditions and the rights and obligations of the Company and Players set out therein shall be governed by and construed in all respects in accordance with the laws of Ghana and the Ghanaian Courts shall have jurisdiction.

## **TELEPHONE ENQUIRIES**

CUSTOMER CARE ENQUIRIES—021 39 97 80

WINNING CARDS HOTLINE—021 39 97 99

## **OFFICE ADDRESS**

Scratch It  
Ramona Building  
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Osu, Ghana

## **EMAIL**

[info@scratchit.com.gh](mailto:info@scratchit.com.gh)