



Business Plan_BitCloudSweeps.com

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TERMS & CONDITIONS

VERSION 1

LAST UPDATED: March 4, 2024

WWW.BITCLOUDSWEEPS.COM WELCOMES YOU. WE ASK THAT YOU READ THE FOLLOWING TERMS & CONDITIONS, WHICH CONSTITUTE A BINDING CONTRACT THAT COVERS YOUR USE OF THIS SITE. BY ACCESSING, VIEWING, OR USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT USE THIS SITE.

SECTION 1 – OVERVIEW

1.1 This website is operated by Www.BitCloudSweeps.com. Throughout the site, the terms “we”, “us” and “our” refer to Www.BitCloudSweeps.com.

1.2 Any new features or tools which are added to the current website shall also be subject to the Terms & Conditions. You can review the most current version of the Terms & Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms & Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

1.3 By agreeing to these Terms & Conditions, you represent that you are at least the age of majority in your state or province of residence.

1.4 The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 2 – USE OF SITE

2.1 Www.BitCloudSweeps.com is an authorized promoter/marketer for online retailers who sell various products. In addition, we are a licensed distributor of various computer/mobile entertainment games (“games”) which are created and operated by third parties. These



games can be entered for free as promotional sweepstakes games which serve to raise brand awareness and provide marketing to the retailers we serve. This website provides information on how customers can purchase great products while also gaining free access to the fun and entertaining sweepstakes games. Playing the free games also gives customers a chance to win prizes.

IMPORTANTLY, you can neither purchase products, gain gratuitous or free sweepstakes game entries, activate your entries, nor redeem prizes on this site. The site is merely informational and provides various links to our retail partners and promoter affiliates. Purchasing products, gaining access or free sweepstakes game entries, activating entries, and redeeming prizes are all activities that must be performed on either our retail partners' or promoter affiliates' sites.

Entries can be obtained as a gratuitous offerings that come with making purchases from our retail partners. Entries can also be obtained via free-entry methods, which include either the use of free-entry mail-in order forms **or monthly drawings from among participants**.. Entries can then be activated so customers play the fun and entertaining sweepstakes games. Winnings from game play can be redeemed for cash prizes.

In order to participate and use the website, an individual must first open an account with an Www.BitCloudSweeps.com promoter affiliate, which can be done by following the instructions on the website any promoter affiliate's website. Please note, our affiliates cannot guarantee instantaneous upload of play credits onto your chosen platforms. You should expect some delay between when you submit your entries and when your chosen games/platforms become available to you for play. PLEASE NOTE, THERE ARE NO GAMES PLAYED ON THIS WEBSITE. AS A LICENSE DISTRIBUTOR OF THIRD-PARTY GAMING SOFTWARE, WE AND OUR PROMOTER AFFILIATES ASSIST IN THE CREATION OF AND ACCESS TO YOUR ACCOUNT WITH THE GAME PROVIDER(S).

2.2 Www.BitCloudSweeps.com offers a free entry/no purchase necessary option as part of its promotions, which can be exercised via mail-in entry form. The form is available on our site and/or our promoter affiliates' sites. We have no control over any of the games and we make no representations about the legality of the games in any particular jurisdiction. The specific rules governing any promotions we run can be found on our website and/or our promoter affiliates' websites (official sweepstakes rules). These Terms & Conditions apply to all our promotions and should be read in conjunction with our official sweepstakes rules. In the event of a conflict, the official sweepstakes rules will control.

2.3 In addition, Www.BitCloudSweeps.com conducts a monthly drawing to award free products from our partner retailers and sweepstakes game entries. Customers with active accounts are automatically entered into these drawings. Each month, all active customer accounts are entered into a randomized drawing. The customers whose account numbers are drawn will be awarded free products and/or entries. Winners will receive notice of their prize(s) and any entries will automatically be credited to their accounts.



2.4 If you choose to use our website and redeem prizes, you are solely responsible for ensuring that, by playing these games, you are not violating any applicable laws, regulations, or orders in your jurisdiction.

2.5 By using this site, you hereby warrant and attest to the following:

- a) You are at least the majority age in your jurisdiction;
- b) You reside in a jurisdiction that is not excluded by our sweepstake rules;
- c) Your participation in the sponsored/promoted games is strictly for your own personal entertainment;
- d) Your participation in the sponsored/promoted games is not on behalf of anyone other than yourself;
- e) You will not and have not applied for more than one account on our site;
- f) You will not and have not used a shared account on our site, and you are the only person with access to your account;
- g) The information you provide us in opening an account is accurate and any payment information you provide is your own and not that of another person (PLEASE NOTE, OUR PROMOTER AFFILIATES WILL ONLY PAY PRIZE REDEMPTIONS USING THE PAYMENT/ACCOUNT INFORMATION YOU PROVIDE, AND NEITHER WE NOR OUR PROMOTOR AFFILIATES WILL BE RESPONSIBLE IF YOU PROVIDE US/THEM WITH INACURATE PAYMENT/ACCOUNT INFORMATION);
- h) You are not engaging in any illegal activity through the use of our site and you are not making any redemption on our site with illegally obtain credits or credits which were purchased with illegally obtained funds; and
- i) You are not using a VPN or any other means to conceal your IP address and/or your physical location.

2.6 We reserve the right to refuse service to anyone for any reason at any time. We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

2.7 ANY PURCHASE MADE IN THE **STATE(S)OF Washington and Idaho** SHALL BE VOID. NO USE IS PERMITTED BY ANY RESIDENTS OF THE **STATE(S)OF Washington and Idaho** OR ANY OTHER EXCLUDED JURISDICTIONS AS SPECIFIED BY OUR SWEEPSTAKES RULES. BY USING AND/OR ACCESSING THIS SITE, YOU HEREBY WARRANT THAT YOU SHALL NOT BY ANY MEANS, MASK, DISGUISE OR CHANGE YOUR IP ADDRESS, AND YOU AGREE THAT ANY SUCH MASKING, DISGUIISING OR CHANGING SHALL CONSTITUTE FORFEITURE OF YOUR RIGHTS TO PARTICIPATE IN THE USE OF OUR SITE AND ANY PURCHASES YOU THEREBY MAKE SHALL BE VOID.

2.8 Any use of this site other than the uses outlined in these Terms & Conditions is prohibited. By way of example, you should not use any features of this site that permit communications or postings to post, transmit, display, or otherwise communicate (i) any defamatory,



threatening, obscene, harassing, or otherwise unlawful information; (ii) any advertisement, solicitation, spam, chain letter, or other similar type of information; (iii) any encouragement of illegal activity; (iv) unauthorized use or disclosure of private, personally identifiable information of others; or (v) any materials subject to trademark, copyright, or other laws protecting any materials or data of others in the absence of a valid license or other right to do so.

2.9 SHOULD YOU VIOLATE THESE TERMS & CONDITIONS IN ANY WAY, WE RESERVE THE RIGHT IN OUR SOLE DISCRETION TO IMMEDIATELY SUSPEND AND/OR TERMINATE YOUR ACCESS TO THE SITE.

2.10 PLEASE NOTE, WE DO NOT CONTROL THE GAMES YOU ACCESS ON THIRD PARTY PLATFORMS. THEREFORE, ANY SOFTWARE MALFUNCTION ON SAID PLATFORMS VOIDS PLAY AND WE AND/OR OUR PROMOTER AFFILIATES ARE NOT RESPONSIBLE FOR PAYMENT OF REDEMPTIONS WHEN SUCH A MALFUNCTION OCCURS.

2.11 This site may have periods of routine maintenance or other “down time” when customers cannot gain access. We are not responsible for any losses, real or perceived, or any inconveniences caused by such lapses in access.

2.12 We may send you promotional emails and SMS from time to time, and you hereby agree to receive the same.

SECTION 3 – CUSTOMER ACCOUNTS

3.1 Customer accounts shall be established not through us, but through one of our promoter affiliates.

3.2 Each customer may only have one account. Accounts may not be shared by multiple customers. Customers may not transfer or trade entries between accounts. Accounts must be owned by individual persons and cannot be owned by businesses. IF YOU ATTEMPT TO CREATE MULTIPLE ACCOUNTS, WE WILL PERMANENTLY BLOCK YOUR ACCESS TO THIS SITE.

3.3 You are responsible for ensuring that payment information and contact information linked to your account is up to date and accurate. We shall have no responsibility to complete any transactions for which the provided account information is not up to date and accurate.

3.4 You are responsible to protect your own login information and to protect your account from being accessed by any third parties. You must not share your account login information with anyone and you must not allow any other person to access your account.



3.5 We reserve the right in our sole discretion to close any customer account we deem to be compromised by some security breach, used in violation of these Terms & Conditions, or inactive due to lack of use.

3.6 You may choose to close your own account at any time. You may do so by contacting our customer service representatives.

SECTION 4 – REDEMPTION OF PRIZES

4.1 Requests for redemption must be made through one of our promoter affiliates. Redemption requests cannot be made directly to us, and any requests so made will not be honored.

4.2 We reserve the right to verify account details and the identity of any customer who claims the redemption of any prize. Prizes will not be distributed until we complete our own verification process.

4.3 We reserve the right to charge fees for the cost of processing prize redemption.

4.4 Cash prizes may take time to process. You hereby acknowledge and accept that there may be delay in processing the redemption of cash prizes which are out of our control, such as banking clearance issues, security and fraud checks, AML compliance requirements, etc.

4.5 Prizes redeemed in the state of Florida and New York shall not exceed a value of \$5,000 for any one play. We reserve the right to limit prizes redeemed in any jurisdiction to a value of \$10,000 per day.

4.6 You hereby authorize us to make cash payment for redemptions to the same financial institution and account you entered when you created your customer account. If you would like to receive redemption proceeds in a different account, you will need to change the settings on your customer account.

4.7 Redemption requests will result in customers being redirected to [redemption website](#) for processing. You can specify how many credits/the amount of winnings you would like to redeem from any particular gaming platform. If you request redemption of more credits/winnings than is currently available in any of your platform accounts, we will issue payment on the entire amount in the subject account and we will send you a message stating how much you requested and how much we were actually able to process/redeem for you.

SECTION 5 – PROMOTER AFFILIATE PROGRAM

5.1 If you wish to become one of our promoter affiliates, you must fill out an application form found on this site. By completing and submitting an application, you hereby authorize us to perform a credit check, a criminal background check, and you hereby waive any cause of



action against us in association with the same In addition, you authorize us to run your name and the names of any of your employees, affiliates, associates, or partners against the OFAC sanctions list. We reserve the right to deny any person's application for any reason.

5.2 You hereby certify that any information you submit on your application form is accurate and complete, including but not limited to identifying information, business information, and financial information.

5.3 This website is provided solely for the use of current and future customers and affiliates of Www.BitCloudSweeps.com, to provide you with information about our products and services, to permit you to make inquiries about the same, and to enable you to contact us with any other questions or comments that you may have. This website is for making inquiries; we do not sell any of our products or services directly through this website. *If you ultimately become an affiliate of Www.BitCloudSweeps.com, the binding terms of any such affiliate arrangement will be laid out in a separate contract, and these Terms & Conditions for our website shall not apply to any such affiliate arrangement.*

SECTION 6 – SITE CONTENTS AND OWNERSHIP

The information contained on this site, including all images, designs, photographs, writings, graphs, data, and other materials (Materials) are solely the property of us and are protected by copyrights, trademarks, trade secrets, or other proprietary rights. Permission is granted to display, copy, distribute, download, and print portions of this site solely for the purposes of using this site for the authorized uses described in these Terms & Conditions. You must retain all copyright and other proprietary notices on all copies of the Contents. You shall comply with all copyright laws worldwide in your use of this website and prevent unauthorized copying of the Contents. Except as provided in this Notice, we do not grant you any express or implied right in or under any patents, trademarks, copyrights, or trade secret information.

SECTION 7 – DISCLAIMER OF WARRANTY

7.1 You expressly agree that use of this website is at your sole risk. Neither us, our affiliates, nor any of our officers, directors, employees, agents, third-party content providers, or licensors (collectively, "Providers"), or the like, warrant that this site will be uninterrupted or error-free; nor do we make any warranty as to the results that may be obtained from the use of this site, or as to the accuracy, completeness, reliability, security, or currency of the Materials.

7.2 The Materials may contain errors, omissions, inaccuracies, or outdated information. Further, we do not warrant reliability of any statement or other information displayed or distributed through the site. We reserve the right, at our sole discretion, to correct any errors or omissions in any portion of the site. We may make any other changes to this site, the



Materials and the products, programs, services, or prices (if any) described in this site at any time without notice.

7.3 THIS SITE AND THE INFORMATION, CONTENT, AND MATERIALS ON THIS SITE ARE PROVIDED ON AN “AS IS,” “WHERE IS,” AND “WHERE AVAILABLE” BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE CONTENT, INFORMATION, OR THE MATERIALS ON THIS SITE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO ANY OF THE MATERIALS, CONTENT, OR INFORMATION ON THIS SITE OR ANY GOODS OR OTHER PRODUCTS OR SERVICES OFFERED, SOLD, OR DISPLAYED ON THIS SITE OR YOUR USE OF THIS SITE GENERALLY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION’S LAW APPLIES TO THIS AGREEMENT.

SECTION 8 – LIMITATION OF LIABILITIES

YOU AGREE THAT WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM YOUR POSSESSION OR USE OF THE MATERIALS, CONTENT, OR INFORMATION ON THIS SITE REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENT ACT, SHALL WE OR ANY OF OUR AFFILIATES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE MATERIALS, CONTENT, OR INFORMATION ON THIS SITE OR ANY OTHER PRODUCTS, SERVICES, OR INFORMATION OFFERED, SOLD, OR DISPLAYED ON THIS SITE, YOUR USE OF, OR INABILITY TO USE, THIS SITE GENERALLY, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER WE OR ANY OF OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

SECTION 9 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

You agree to provide current, complete and accurate purchase and account information for all purchases made on our site. You agree to promptly update your account and other



information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 10 – INDEMNIFICATION

You agree to indemnify, defend, and hold harmless us, our affiliates, agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorney fees, arising out of or related in any way to your use of the site, use of our software and/or products, violation of this Agreement, violation of any law or regulation, or violation of any proprietary or privacy right.

SECTION 11 – PRIVACY POLICY

Your submission of personal information through the store is governed by our Privacy Policy, which can be viewed on the site.

SECTION 12 – LIMITATIONS ON CLAIMS

Any cause of action you may have with respect to your use of this site must be commenced within one year after the claim or cause of action arises, or it is waived.

SECTION 13 – MINORS

We do not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under the age of majority in your jurisdiction, you may not use this website.

SECTION 14 – HYPERLINK DISCLAIMERS

As a convenience to you, we may provide on this site links to websites operated by other entities (collectively the “Linked Sites”). If you use any Linked Sites, you will leave this site. If you decide to visit any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Linked Sites, regardless of the linking form (e.g., hotlinks, hypertext links, IMG links) are not maintained, controlled, or otherwise governed by us. The content, accuracy, opinions expressed, and other links provided by Linked Sites are not investigated, verified, monitored, or endorsed by us. We do not endorse, make any representations regarding, or warrant any information, goods, and/or services appearing and/or offered on any Linked Site, other than linked information authored by us. Links do not imply that we sponsor, endorse, are affiliated or associated with, or are legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any Linked Site is authorized to use any trademark, trade name, logo or copyright symbol of ours or any of our affiliates or subsidiaries. Except for links to information authored by us, we are neither responsible for nor will we be liable under any theory based on (i) any Linked Site; (ii) any



information and/or content found on any Linked Site; or (iii) any site(s) linked to or from any Linked Site. If you decide to visit any Linked Sites and/or transact any business on them, you do so at your own risk. We reserve the right to discontinue any Linked Site at any time without prior notice. Please contact the webmasters of any Linked Sites concerning any information, goods, and/or services appearing on them.

SECTION 15 – CONTROLLING LAW, JURISDICTION, AND INTERNATIONAL USERS

This Agreement is governed by and shall be construed in accordance with the laws of the State of Michigan, without regard to any conflict of laws provision. We make no representation that the materials are appropriate or available for use outside of the United States. If you access this site from outside of the United States, you will be responsible for compliance with all local laws. You agree to comply with all laws and regulations applicable to your use of this site. Subject to Section 17, you agree to submit to the personal and exclusive jurisdiction of courts located Kent County, Michigan for any disputes with us arising out of your use of this site.

SECTION 16 – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between us and you with respect to this website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to this website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effectuate the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

SECTION 17 – ARBITRATION AGREEMENT

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms & Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree



to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

SECTION 18 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 19 – CLASS ACTION WAIVER

Any arbitration under these Terms & Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

SECTION 20 – NO THIRD-PARTY BENEFICIARIES

Nothing in these Terms & Conditions shall create any third-party rights, nor shall anything in these Terms & Conditions bind us to any sort of covenant, agreement, or contract with a third party.

SECTION 21 – MODIFICATIONS TO AGREEMENT

We may revise this Agreement at any time and you agree to be bound by the revised Agreement. Any such modifications will become effective on the date they are first posted to this site. It is your responsibility to return to this Agreement from time to time to review the most current Terms & Conditions. We do not and will not assume any obligation to notify you of changes to this Agreement.

SECTION 22 – ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES



You agree to be bound by any affirmation, assent, or agreement you transmit through this website, including but not limited to any consent you give to receive communications from us solely through electronic transmission. You agree that when in the future you click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your touchscreen, mouse, keystroke, or otherwise, your agreement or consent will be legally binding and enforceable and shall be the legal equivalent of your handwritten signature.

SECTION 23 – FORCE MAJEURE

Neither party to this agreement shall be liable or responsible to the other party for any failure or delay in fulfilling or performing any term of this agreement when such failure or delay is caused by events beyond the affected party’s reasonable control. This includes, but is not limited to (1) acts of God; (2) flood, fire, earthquake, or explosion; (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (4) changes in the law or regulatory enforcement which do not allow for continued operations of either party; (5) actions, embargoes, or blockades in effect on or after the date of this agreement; and (6) national or regional emergency. The party suffering a Force Majeure event shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized. Section XI does not apply to obligations to make payments for services rendered and/or revenue collected prior to the Force Majeure event.

SECTION 24 – ASSIGNMENT AND DELEGATION

You may not assign any rights or delegate any duties granted to you under this agreement.

SECTION 25– NON-WAIVER

No waiver by any party of any of the provisions of this agreement shall be effective unless set forth in writing and signed by the waiving party. No waiver by any party shall operate or be construed as a waiver regarding any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, or partial exercise of any right or remedy arising under this agreement shall operate or be construed as a waiver, nor shall it preclude any other or further exercise of the waiver or the exercise of any other right or remedy.



PRIVACY POLICY

At Www.BitCloudSweeps.com, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by Www.BitCloudSweeps.com and how we use it.

This Privacy Policy applies only to our online activities and is valid for visitors to our website with regard to the information that they share and/or collect in Www.BitCloudSweeps.com. This policy is not applicable to any information collected offline or via channels other than this website. This privacy policy may change from time to time, so please check it often.

Consent

By using our website, you hereby acknowledge that you have reviewed our Privacy Policy and agree to its terms. If you do not agree to the terms of our Privacy Policy, please do not use this site.

Information we collect

If you contact us directly, we may receive additional information about you such as your name, email address, phone number, the contents of the message and/or attachments you may send us, and any other information you may choose to provide.

When you register for an account, we may ask for your contact information, including items such as name, company name, address, email address, and telephone number. In addition, account-holders will be asked to provide information regarding personal identification, banking, and other financial information in order to ensure Anti-Money Laundering compliance and process purchases and/or redemption. Any information related to personal



identification and/or financial information will be kept strictly private and will not be shared in any way. Www.BitCloudSweeps.com puts forth all reasonable and industry-standard efforts to protect such personal information.

How we use your information

We use the information we collect in various ways, including but not limited to:

- Providing, operating, and maintaining our website
- Improving, personalizing, and expanding our website
- Understanding and analyzing how you use our website
- Developing new products, services, features, and functionality
- Communicating with you, either directly or through one of our partners, including for customer service, to provide you with updates and other information relating to the website, and for marketing and promotional purposes
- Sending you emails
- Finding and prevent fraud

Cookies and Web Beacons

Like any other website, Www.BitCloudSweeps.com uses 'cookies.' These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

Advertising Partners Privacy Policies

You may consult this list to find the Privacy Policy for each of the advertising partners of Www.BitCloudSweeps.com.

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on Www.BitCloudSweeps.com, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Note that Www.BitCloudSweeps.com has no access to or control over these cookies that are used Privacy by third-party advertisers.

Third Party Privacy Policies

Www.BitCloudSweeps.com' Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options.



You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites.

CCPA Privacy Rights (Do Not Sell My Personal Information)

Under the CCPA, among other rights, California consumers have the right to:

- Request that a business that collects a consumer's personal data disclose the categories and specific pieces of personal data that a business has collected about that consumer.
- Request that a business delete any personal data about the consumer that a business has collected.
- Request that a business that sells a consumer's personal data, not sell the consumer's personal data.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

GDPR Data Protection Rights

Under General Data Protection Regulations, every user residing in the European Union and/or the European Economic Area is entitled to the following:

- The right to access – You have the right to request copies of your personal data. We may charge you a small fee for this service.
- The right to rectification – You have the right to request that we correct any information you believe is inaccurate. You also have the right to request that we complete the information you believe is incomplete.
- The right to erasure – You have the right to request that we erase your personal data, under certain conditions.
- The right to restrict processing – You have the right to request that we restrict the processing of your personal data, under certain conditions.
- The right to object to processing – You have the right to object to our processing of your personal data, under certain conditions.
- The right to data portability – You have the right to request that we transfer the data that we have collected to another organization, or directly to you, under certain conditions.

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us.

Children's Information



Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

Www.BitCloudSweeps.com does not knowingly collect any Personal Identifiable Information from children under the age of 13. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

Security

We operate secure data networks protected by industry standard firewall and password protection systems. Our security and privacy policies are periodically reviewed and enhanced as necessary, and only authorized individuals have access to the personally identifiable information provided by our users. We do not, however, guarantee that unauthorized, inadvertent disclosure will never occur.

Transfer of Customer Information

Customer lists and information are properly considered assets of a business. Accordingly, if we merge with another entity or if we sell our assets to another entity, our customer lists and information, including personally identifiable information you have provided us, would be included among the assets that would be transferred.



RESPONSIBLE GAME PLAY

At Www.BitCloudSweeps.com, our goal is to provide you access to great online products and a fun entertainment experience through responsible sweepstakes play. The key word is “responsible.” We understand there are inherent risks associated with online game play which can be detrimental both socially and financially if our customers do not exercise appropriate discretion. To that end, our promoter affiliates provide control measures, which are available to you whenever you feel you might be spending too much time playing sweepstakes games. Our affiliates also reserve the right to implement these control measures if they, in their independent judgment, believe you are playing irresponsibly.

Helpful Tips

Set a Budget – Only purchase play our affiliates’ products if you can afford to. Remember, we have free entry options that you can use whenever you want. Free play is always available to our customers.

Track your Time – Online sweepstakes game play is a great form of entertainment, but it should not be used as an escape from reality. Too much screen time is not healthy for anyone. We want you to play for an appropriate amount of time, take breaks when needed, and then come back later. Our goal is not for our customers to spend endless hours in front of their computer screen or mobile device.



Self-Assess – If you believe you or a friend/family member is engaging in problem-gaming, you should strongly consider self-assessing. Here are some common indicators that you or another might have a problem:

- You hide your gaming from friends and/or a lie about how often you play and how much money you spend playing.
- You binge-play, spending hours and hours on your computer or mobile device.
- You use gaming to comfort yourself and/or escape from problems or difficulties in your career or personal life.
- You play first thing in the morning or late into the night and lose sleep as a result of your gaming.
- You skip work, school, or other responsibilities in order to spend more time gaming.
- You feel guilty, shameful, or embarrassed about your gaming habits.
- You experience extreme highs or lows in your emotions while gaming.

If, after performing a self-assessment, you feel you need additional support or help, you may want to consider contacting Computer Gaming Addicts Anonymous (CGAA). This is an organization dedicated to helping those who are addicted to computer games. It can be contacted at helpline@cgaa.info. www.BitCloudSweeps.com has no affiliation with CGAA whatsoever. www.BitCloudSweeps.com cannot attest for CGAA's effectiveness in assisting with problem-gaming. CGAA has no affiliation with www.BitCloudSweeps.com and cannot provide any assistance or customer support related to your account.

Be Responsible When Gaming – It is never a good idea to play computer games as your primary source of income or to attempt to earn winnings to pay off debts. Neither is it a good idea to play computer games while under the influence of alcohol or drugs.

Protect Minors – If you have minors in your household and/or minors who have access the devices you use to play, you should take steps to protect them. Be sure to protect your passwords and always log out when you are not in front of your gaming device. There are numerous vendors and/or services/settings that can be used to restrict access on your devices and ensure any accessible content is age-appropriate, and we recommend utilizing such resources if they fit your household's needs.

Control Measures

In order to assist you in gaming responsibly, our affiliates the following tools for you to use at your discretion. Our affiliates may also, at their sole discretion, utilize any of these tools to limit your play/access if they feel you are engaging in irresponsible game play.

Credit Limits – you can self-regulate the amount of entries you obtain within any 24-hour period by setting automatic limits. Once you hit your daily limit, our affiliate will not provide any more entries. Contact the customer support team at the affiliate with whom you registered your customer account if you want to set limits.

Block Yourself – if you find that you are unable to exercise self-control altogether, you can request that our affiliate block you from your account and/or erase your account and save your name to their database of self-excluded customers. This will result in our affiliate closing your account and



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preventing you from opening a new account with the same contact information. If you ever want to re-open your account or open a new account with the same contact information, you will have to complete and sign a form swearing that you have obtained help for your problem-playing and that you are now able to exercise self-control. This form can be obtained by contacting the customer support team at the affiliate with whom you registered your customer account.

Contact the customer support team at the affiliate with whom you registered your customer account if you would like your account to be blocked. Please be aware, it may take some time for the customer support team to block access to your account. You will be advised once it has been blocked. If you are able to access your account after you have been told it is blocked, please contact the same customer support team immediately so any technical problem or user error may be addressed.