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***Jass***

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**Rules of Play and Terms of Participation**

Valid from 20 December 2023

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## **A. General provisions**

### Art. 1 Basic principles

1.1 The operation of Jass (subsequently referred to as "Jass Products") is governed by the Federal Act on Gambling of 29 September 2017, the Implementing Ordinance of 7 November 2018 to this Act and the corresponding intercantonal and cantonal regulations pertaining to games of skill.

1.2 Swisslos, a cooperative domiciled in Basel, offers Jass Products in the territory of German-speaking Switzerland<sup>1</sup> in accordance with these Rules of Play and Terms of Participation.

1.3 The Jass Products can be played on the Internet Gaming Platform (ISP) provided by Swisslos on [www.swisslos.ch](http://www.swisslos.ch) in accordance with these Rules of Play and Terms of Participation.

1.4 These Rules of Play and Terms of Participation, which regulate online participation in Jass in detail, specify the "Terms and Rules for participation via the Internet Gaming Platform" (subsequently "Terms for Online Participation"). Swisslos also issues the Rule Books applicable to the individual Jass types and the Game Rules applicable to the various Jass Products including the prize structure.

The two sets of Terms of Participation, the Rule Books and the Game Rules form one unit. Swisslos reserves the right to make changes.

## **B. Nature of Jass**

### Art. 2 Nature of Jass Products

2.1 In the Jass Products offered by Swisslos, multiple players take part in a game by placing a stake and using playing cards to play against each other for a percentage of the stakes placed. The Rules of Play vary depending on the Jass Product and are defined in the respective Game Rules.

A game consists of at least one match comprising one or more rounds which in turn consist of multiple tricks.

2.2 The aim of the game is to achieve the best game result of all players as required in the Game Rules of the individual Jass Products.

### Art. 3 Jass types

3.1 Swisslos may offer a variety of Jass types and reserves the right to extend and/or modify the offering on an ongoing basis.

3.2 The way in which the various Jass types are played is set out in the respective Rule Book issued by Swisslos.

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<sup>1</sup> ZH, BE, LU, UR, SZ, OW, NW, GL, ZG, SO, BS, BL, SH, AI, AR, SG, GR, AG, TG

#### Art. 4 Multiplayer and single player version

Swisslos may offer Jass Products in the following multiplayer and single player versions:

- The multiplayer version in which multiple players simultaneously play against each other at a virtual Jass table (subsequently "Table") for the respective table prize (a percentage of all the stakes played at the Table).
- The single player version is played in the form of a tournament in which a player can play against computer-generated players at a Table for a percentage of the respective tournament pot (a percentage of all the stakes placed by the participants in a tournament).

#### Art. 5 Virtual Jass rooms

5.1 The various Jass products are offered in the form of Tables in the virtual Jass Rooms (subsequently "Rooms"). The game times (date and time) of the individual Jass Products may vary.

5.2 In each open Jass Room, information is continuously updated with regard to the stakes required, the Game Rules and the prizes available.

#### Art. 6 Virtual Jass Tables

6.1 Jass matches always take place at a Table, whereby the multiplayer version distinguishes between public and private Jass Tables.

- Any player can take part at the public Tables by sitting down at an open Table or by opening a Table at which other players can sit down. Participation is confirmed when a Table is full.
- It is only possible to play at a private Table by creating a private Table or on invitation from another player. Participation is confirmed when a Table is full.

6.2 In the multiplayer version each player can open their own private or public Tables, invite players, register with other Tables and be invited to them.

6.3 In the single-player version, players participate by sitting down at a Table in a tournament.

6.4 Each player can only play at one Table in both the single and multiplayer versions at the same time.

### **C. Participation**

#### Art. 7 Gaming Contract

When taking part in a Jass Product as per the Rules of Play and Terms of Participation, the player enters into a Gaming Contract as per Art. 17 of the Terms for Online Participation.

#### Art. 8 General

When a player sits down at a Jass Table, this constitutes a declaration to take part in a Jass match and to pay the corresponding stake. Therefore, only someone with sufficient

funds in their Wallet can sit down at a Jass Table. Once the required number of players as defined in the rules have indicated their intention to play at the respective Jass Table, participation is definite, the stake is irrevocably debited from the player's Wallet and the game begins.

#### Art. 9 Stake

9.1 The stake to be placed varies depending on the Jass Product being played. The player must place the stake before the match begins.

9.2 Once the stake has been debited, it is no longer possible to cancel participation.

#### Art. 10 Tournaments

10.1 Tournaments can be limited both by an entry period and a maximum number of players. The remaining entry period before sales close or the remaining number of places available are displayed via the sales channel (Internet Gaming Platform). Once the period or the maximum number of entrants is reached it is no longer possible to enter the respective tournament.

10.2 A tournament can also be limited with a maximum number of entries per player. Once a player has reached the maximum number of entries, the player cannot purchase any further entries in this particular tournament.

### **D. *Sequence of events at the Table***

#### Art. 11 Seat allocation at the Table

When the Table is opened, the players are randomly allocated to the available seats. This allocation applies to all the rounds of one match.

#### Art. 12 Allocation of forehand

At the beginning of a match, the Gaming System randomly allocates the role of forehand to a player in the first round. The role of forehand then moves anticlockwise from one player to the next after each round.

#### Art. 13 Match identification

Each match has a unique alphanumerical identification code which is shown on the Table.

#### Art. 14 Playing cards

14.1 The player can choose between a deck of French playing cards and a deck of Swiss-German playing cards. Each deck contains 36 cards. Each deck of cards contains four suits, each of which contain nine different cards.

Suits in the French card set		Suits in the Swiss-German card set	
	Diamonds		Acorns
	Hearts		Roses
	Spades		Shields
	Clubs		Bells

Cards in the French card set	Cards in the Swiss-German card set
<b>Ace</b>	<b>Ace</b>
<b>King</b>	<b>King</b>
<b>Queen</b>	<b>Ober</b>
<b>Jack</b>	<b>Under</b>
<b>Ten</b>	<b>Banner</b>
<b>Nine</b>	<b>Nine</b>
<b>Eight</b>	<b>Eight</b>
<b>Seven</b>	<b>Seven</b>
<b>Six</b>	<b>Six</b>

#### Art. 15 Dealing the playing cards

The electronically generated playing cards are shuffled by a random generator and dealt in an anticlockwise direction, starting with the forehand.

#### Art. 16 Sequence of play

The forehand player places the first card face up on the table. As soon as the card has been played, it is the next player's turn in an anticlockwise sequence. Once all the players have played a card that is permitted in accordance with the Game Rules of the respective Jass Product, the cards form a trick.

The player whose card is strongest as per the respective Game Rules wins the trick and the total of points on all the cards in the trick. The winner of the trick then plays a card followed by all the other players in an anticlockwise direction. This process is repeated until all the cards have been played, and the nine tricks have been won, thereby concluding the round. Players can see the points they have won within a round at all times.

Once a round is complete, the result of the round is announced to all players.

This entire process is repeated until all the rounds of a match are complete.

#### Art. 17 Playing time and response time in multiplayer version

Each player has a maximum amount of time in which he or she must declare or play. Playing time consists of a time in which to make a move and a reserve time. The time available for making a move is the same for every move. Players have available to them for the match as a whole a certain amount of reserve time. If a player does not make a move within the time available for making a move, then the reserve time starts to run. The reserve time that is used up is not topped up again. In other words, in subsequent moves the player only has the time available for making a move. If there is no reserve time remaining, the computer makes the move for the player.

Players can see the remaining response and reserve times on the playing table at all times.

#### Art. 18 Playing time in single player version in tournament format

Each player has a maximum time limit in which he can play his match. Swisslos can limit the maximum playing time for each match as per the Game Rules of the respective Jass Product.

If the player does not finish a match within the specified period of time, the player retains the results of the rounds that he played to the end. For any games the player does not play or complete, he receives the lowest possible number of points. In the case of Differenzler, this would be 157 difference points, for example.

#### Art. 19 Match end

On completion of the last round of a match, the points achieved by each player in each round are added up and displayed to the players.

In tournaments, each player's result is also stored at the end of the match in accordance with the Game Rules of the respective Jass Product.

The Game Rules of the respective tournament may state that only the best result of each player in the tournament ranking of that particular product is counted and displayed.

### **E. Winnings**

#### Art. 20 Entitlement to winnings in multiplayer version

20.1 The players who have played a match to the end as set out in these Rules of Play and Terms of Participation and who achieve results that entitle them to a prize as per the Game Rules of the respective Jass Product (including the Rule Book for the Jass type played), win the defined shares of the table winnings.

If multiple players have achieved the same result, the respective share of the table winnings is divided equally between these players.

20.2 If a match is won by a player for whom the computer has played once or more times, all the players' stakes are reimbursed. If one or more players who were not

assisted by the computer achieve the same result as the player on whose behalf the computer played, only the unassisted ones are entitled to a prize.

#### Art. 21 Entitlement to winnings in single player version in tournament format

21.1 The players who place on the final ranking in accordance with the Game Rules of the respective Jass Product win the defined share of the respective tournament pot. If multiple players achieve the same ranking, their winnings are cumulated and shared equally.

21.2 If the Game Rules of the respective Jass Product provide for a jackpot prize (Art. 26), the player who first achieves the result required for a jackpot win as set out in the Game Rules, and is therefore first listed as the winner on the Swisslos Gaming System, is entitled to the respective jackpot. This result and its individual elements (e.g. results of rounds) exclude the player from winning this jackpot again.

21.3 If the respective conditions are met, a player of a Jass Product may win both the tournament pot as well as the jackpot.

#### Art. 22 Commercial rounding rule

In accordance with common commercial practice, prizes are rounded to the nearest 5 cents.

#### Art. 23 Automatic recording and evaluation of game results

The Gaming System automatically records the results of all players and evaluates them.

#### Art. 24 Determination and distribution of table winnings (multiplayer version)

Based on the relevant Game Rules of the Jass Product, a share of the total amount of the stakes played in a match are allocated to the table winnings of the respective match and paid out as prize(s). The table winnings can be subdivided into multiple prize categories.

#### Art. 25 Determination and distribution of tournament pot (single-player version)

25.1 Based on the relevant Game Rules of the respective tournament, a share of the total amount of the stakes played in a tournament are allocated to the tournament pot and paid out as prize(s). The tournament pot can be subdivided into multiple prize categories.

25.2 A tournament may have a minimum starting tournament pot. A starting tournament pot can only be paid out in the advertised amount if the compensation fund contains sufficient funds to cover a potential shortfall. Otherwise, the starting tournament pot is reduced to the amount that is covered.

25.3 As defined in the relevant Jass Product Game Rules, a share of the stakes played is added to the compensation fund of the respective tournament pot. The funds allocated to the compensation fund serve to cover the difference between the amount raised in the tournament pot and the starting tournament pot advertised or to adhere to the minimum winnings per player as advertised (potentially drawn from the compensation fund).

25.4 If a Jass Product tournament is closed with the starting tournament pot as advertised before the amount accumulated in the tournament pot has reached the starting tournament pot, the difference is covered by the respective compensation fund. If this compensation fund is insufficient to cover the difference, the amount paid out is reduced accordingly.

25.5 The level of the compensation fund may be limited. The compensation fund can only be supplemented if the maximum amount defined in the Game Rules for the respective compensation fund is not exceeded. After the final game in the last tournament of a Jass Product, the compensation fund is allocated in full to the net profit transferred to the cantons.

#### Art. 26 Determination and distribution of the jackpot

26.1 The Game Rules for the individual Jass Products may provide for a jackpot win. In this case, a share of the stakes is allocated to the jackpot as per the Game Rules.

26.2 The jackpot continues to grow until a player achieves the result set out in the Game Rules that entitles the player to the jackpot or until the defined maximum amount is reached.

26.3 A jackpot can be defined with a minimum starting jackpot or a main prize. A starting jackpot can only be paid out in the advertised amount if the compensation fund contains sufficient funds to cover a potential shortfall. Otherwise, the starting jackpot is reduced to the amount that is covered.

26.4 As defined in the relevant Jass Product Game Rules, a share of the stakes played is added to the compensation fund. The funds allocated to the compensation fund serve to cover the difference between the amount raised in the jackpot and the starting jackpot advertised (potentially drawn from the compensation fund) or the main prize (increase in the compensation fund).

26.5 If a player in a Jass Product match with an advertised starting jackpot achieves the required game result before the jackpot reaches the amount announced as the starting jackpot, the difference is covered by the compensation fund. If this compensation fund is insufficient to cover the difference, the jackpot is reduced accordingly.

26.6 If the amount accumulated in the respective jackpot exceeds the main prize as set out in the respective Game Rules, the excess is transferred to the respective compensation fund. It is, however, not essential that a main prize be defined (Art. 26.3). Once the maximum amount of the compensation fund has also been reached, the jackpot and the compensation fund are not supplemented further. Only the table winnings and the tournament pot are supplemented.

26.7 The level of the compensation fund may be limited. The compensation fund can only be supplemented if the maximum amount defined in the Game Rules for the respective compensation fund is not exceeded. After the final match in a Jass Product, the compensation fund is allocated in full to the net profit transferred to the cantons.

26.8 If a Jass Product is discontinued, the amount accumulated in the jackpot is allocated to the first prize category of the final tournament.

The same process can be provided for if a Jass Product is suspended only temporarily.

## Art. 27 Evaluation

In order for it to be possible to evaluate a game, the game must have been played in accordance with the respective Game Rules until the end.

## Art. 28 Correction of results

Swisslos reserves the right to correct or annul results retroactively should irregularities be discovered. This applies particularly if the result was influenced by a technical error, unfair play as per Art. 34 of the Terms for Online Participation or fraudulent action of a player.

## **F. Liability**

### Art. 29 Liability

29.1 Swisslos expressly denies all liability as per Art. 35 of the Terms for Online Participation.

29.2 If a player suffers a loss as a result of unfair actions of another player, Swisslos assumes no liability.

## **G. Objections**

### Art. 30 Objections

Only the data stored by Swisslos in accordance with regulatory requirements are decisive in the assessment of an entitlement to winnings as per these Rules of Play and Terms of Participation.

## **H. Publications**

### Art. 31 Publications

All information referring to the running of individual Jass Products is published through the sales channel, i.e. the Internet Gaming Platform.

## **I. Final provisions**

### Art. 32 Operating licences

Granted in compliance with the relevant legislation, the licences to issue and operate Jass Products and their potential supplementary games in accordance with the present Terms and Rules and the various Game Rules, together with the associated activities, apply solely to Swisslos itself.

### Art. 33 Validity

33.1 These Terms and Rules and the Game Rules of the individual Jass Products govern participation in the various Jass Products and any ancillary games in German-speaking Switzerland exclusively.

33.2 Swisslos may amend these Rules of Play and Terms of Participation for Jass unilaterally at any time. Swisslos will message players at least 10 days before the

changes come into effect to inform them of the main content of the changes and of the day on which the amended Rules of Play and Terms of Participation enter into force. The changes will then take effect on the day announced as being the day on which changes enter into force without players being required to issue any separate consent.

33.3 Where the English, French or Italian version of the present Terms and Rules or the Game Rules deviate from the German version, the German version alone is binding.

33.4 The Rules of Play and Terms of Participation and the Game Rules applicable to the individual Jass Products can be obtained from Swisslos, P.O. Box, 4002 Basel or via the official website [www.swisslos.ch](http://www.swisslos.ch).