

AFFIRMED:  
By the Director of the Gambling Control Authority under the Ministry of Finance of the Republic  
of Lithuania

Prescript No.: DI-197 of 21 April 2016

## “TOP SPORT”, UAB BETTING REGULATION

### I. GENERAL PROVISIONS

1. The private limited liability company “Top Sport” (*hereinafter called* “the Company”) organizes bettings in accordance with the Gaming Law of the Republic of Lithuania (*hereinafter called* “the Gaming Law”), license No.: 0046 issued on 21 June 2002 and this regulation (*hereinafter called* “the Regulation”). The bettings are organized at the Company’s Betting Centers indicated in the prescripts adopted by the Director of the Gambling Control Authority under the Ministry of Finance of the Republic of Lithuania, according to which the Betting Organizer is allowed to establish places of bet.

2. The notions used in this Regulation correspond to the notions used in the Gaming Law. Notions, which are not included in the Gaming Law, are provided below:

- 2.1. **A postponed betting event** is a betting event, which had occurred/ended no later than within twenty-four (24) hours from the start of the betting event announced in the Company’s betting proposal;
- 2.2. **A cancelled betting event** is a betting event announced in the betting proposal, which had not occurred or been postponed. A betting event had not occurred because even one of the betting event’s participants announced in the betting proposal had not participated in the event, and this prior to the start of the betting event had been announced in the official information sources.
- 2.3. **The Company’s database** is a central base administered by the Company. In it, information regarding the actions related to the bettings organized by the Company (betting events, bets, wagered sums, the winnings to be paid-out and paid-out winnings etc.) is kept and accumulated.
- 2.4. **The Company’s webpage** is a Company’s internet site adapted for browsing using different types of hardware, and, which is placed in the topsport.lt, bettopsport.ru and bettopsport.com domains, and, which can be accessed by using browsing or other software.
- 2.5. **An occurred betting event** is an event announced in the betting proposal. It had happened at the indicated time and the betting event’s participant (-s) indicated in the betting proposal had participated in it.
- 2.6. **A winner** is a Gambler, who had guessed the outcome of the betting events indicated in the betting card in accordance with the procedure envisaged in the Rules.
- 2.7. **An outcome of a betting event** is a result of the betting event, which had occurred or been postponed. In cases indicated in the Rules and in the betting proposal, a result of a partial betting event, or the fact of occurrence/non-occurrence of the betting event, or other circumstances related to it.

- 2.8. A **betting event's participant** is a person directly participating in the betting event.
- 2.9. A **betting event** is a sports competition or other event or action, which will happen in the future, and which outcome the Gambler guesses.
- 2.10. A **“live” betting event** is a sports competition or other event, or action happening in real time and which outcome the Gambler guesses.
- 2.11. A **betting ratio**, in cases envisaged in the Rules, is a number from which the wagered sum is multiplied and shall be paid-out to the winning Gambler. If the betting ratio is expressed in percent, this means that the sum of money, which comprises from the wagered sum and the indicated percentage part of the wager, will be paid to the winning Gambler.
- 2.12. A **betting card** is a digital document confirming the Gambler's participation in the betting.
- 2.13. A **betting proposal** is a totality of the offered by the Company to guess betting events' outcomes, a betting Ratio and other related information. It is kept in the Company's database and can be accessed at the Company's betting centres and on the Company's website.
- 2.14. A **cancelled betting event** is a betting event, which has started, but due to particular circumstances, been stopped for an inconclusive period of time (weather conditions, the riot caused by fans etc.). In such a case, the winnings are paid-out for the full outcomes, which had happened prior to the cancellation (e.g., the first half, the first goal etc.). The pay-outs of the winnings due to non-occurred/unfinished events' outcomes are postponed until the outcome will be concluded, but no later than for twenty four (24) hours from the moment when the event had been cancelled. When twenty four (24) hours expires from the moment of the cancellation of the event, the non-occurred/unfinished events are equated to 1, except for the cases indicated in Chapter X (Special Conditions) of the Regulation.
- 2.15. **Official information sources** are mass and specialized media, such as television and interne broadcasts, internet portals, newspapers, magazines etc.
- 2.16. **“Live” betting** is a bet after the start of a betting event (during the unfinished betting event).
- 2.17. **Betting** is a totality of actions fixed by the Rules. The Company's betting intermediary (he/she uses a special computer program, if there is a need) accepts information about the Gambler's chosen (the Company had offered it and this was mutually discussed) betting event (-s), betting event outcome (-s), applied betting ratio (-s). Then the intermediary accepts the wagered sum and issues a printed betting card to the Gambler.
- 2.18. **Wagered sum (the sum of wager)** is a sum of money paid-in by the Gambler participant in the bettings organized by the Company.
3. The Company organizes the bettings in accordance with the valid Regulation.

4. Only the Company's betting intermediaries working at the Company's betting centers (during working hours) can accept the wagered sums in the bettings organized by the Company and pay-out the winnings.

5. Every Gambler can familiarize with the Regulation and betting proposal in every Company's betting centre and on the Company's website. The Regulation in the betting centres is kept openly. If the Gambler wishes, the Company's betting intermediary can directly explain to the Gambler those provisions of the Regulation and proposal, which the Gambler can't understand.

6. It is presumed that each of the Gambler participating in the betting has familiarized with the Regulation; the Gambler clearly understands and accepts the provisions of the Regulation and of the betting proposals. In the event of disagreements between the Company and the Gambler, the Gambler cannot state that he/she was not familiar with the Regulation or misunderstood it.

## **II. THE MAIN RULES ON ORGANIZING BETTINGS**

7. The Company has the right to indicate at its own discretion the betting events. Only by making combined bets can a Gambler bet on the outcome of these events. In such a case, the Company indicates in the betting proposal which outcome of the event can be betted on only by making a combined bet and the mandatory number of events to guess.

8. When the outcome for betting event on a sports competition is guessed (which team shall win, precise result of the game, how much points shall both of the teams score/goals per game, the difference of the winning score), the result, which has been reached by the participants of the Betting Event during the main match time notwithstanding the after-time, is included, unless indicated otherwise in the betting proposal. The Company has the right to offer to guess the outcome of the betting events without after-time and with after-time. However, in such cases, the offered to guess betting event in the betting proposal is given as two different betting events, which have different numbers and parameters (e.g. ratio, advantage, more/less etc.).

9. When participating in the betting on the outcomes of the sports competitions, which are determined after the end of the games and all of the extensions (if there were) – e.g., the scoring percentage of the teams and players, which player has scored the most points/goals, how many goals/points the player scored, how many resultative passes has the player or the team made, how many rebounds were made, how many strikes at the gates were made etc. -, the betting outcome of the sports game is guessed, which has been reached during the game with the after-time, notwithstanding the result which has been reached by penalties, Bullits or other methods by which a winner is determined after the match times ends.

10. The Company has the right at any time to change the betting proposal. However, the accepted bets prior to the change in the betting proposal are valid. The Gambler has the right to place bets only in accordance with the latest betting proposal.

11. The information indicated on the Company's website and at the Company's betting centres regarding the betting proposal cannot be deemed as final and undisputed. The betting proposal, on the basis of which the bets are accepted, is deemed final and undisputed that betting proposal, which is in the Company's database and which during the betting had been indicated by the betting intermediary in the Company's betting centre.

12. Except for "live" betting, the bets can only be accepted prior to the preliminary start of the betting event indicated by the organizer or other time indicated in the betting proposal.

13. In the event of "live" betting, the bets can be accepted after the start of the betting event – until the end of the betting acceptance indicated in the betting proposal, but no later until the end of the betting event.

14. The Gambler can participate in the betting by purchasing an unlimited number of betting cards.

15. In the betting card, any betting event is indicated once.

16. The betting intermediary without indicating any reasons has the right to refuse to accept any proposed bet. The Company's betting intermediary has the right to inform the Company's administration about any proposed bet/wagered sum and, following the orders received, the betting intermediary has the right to either accept the proposed bet, offer to the Gambler to change the bet or the wagered sum. If the Gambler refuses to change the bet or the wagered sum, the bet is not accepted. The Company at its own discretion has the right to limit the participation of those Gamblers who, including, but not limited to, continuously breach the provisions of the Regulation, play unfairly or do other actions, which can't be in accordance with the Company's rules for organizing the bettings. The Company for these kind of Gamblers has the right to unilaterally without additional warning limit the maximum sum of the wager or to refuse to accept a separate bet.

17. The Company applies the discounts fixed in the Regulation.

18. The Company has the right to publicly announce in the official information sources about the winnings and/or other achievements of the winners and other Gamblers who participate (participated) in betting, in accordance with Law on Legal Protection of Personal Data of the Republic of Lithuania.

### **III. THE BETTING PROPOSAL**

1. The betting proposal consists of:

1. The type of the betting event (e.g., "Basketball", "Football" etc.);
2. The level of the betting event (e.g., "Europe Basketball Championship", "UEFA Champion's League" etc.);
3. A unique number of the betting event in the betting proposal for which the bets are made (e.g., "17");
4. The participants of the betting event (e.g., "Kauno Žalgiris" vs. "Vilniaus Lietuvos rytas", "Milano Inter" vs. "Barcelona's Barcelona" etc.);
5. The index of the betting event (described with a number or text) by which the result of the participant of the betting event indicated in the betting proposal and chosen by the Gambler is indicated (e.g., betting event index "1" means that there is a proposal to make a bet on the victory of the first participant of the betting event in which there are two participants; betting event index "3" means that there is a proposal to make a bet on the fact that the participant of the betting event of the group competition shall come in the first trio etc.);
6. The betting ratio expressed as a number (e.g., "1.75");
7. Time (format of time: z day y month 20xx year, xx hrs. yy min.). Until the end of it, the bets are accepted in the places of gamble (e.g., 17 July, 2015, 5:17 PM").

### **IV. THE PAY-IN OF THE WAGERED SUMS AND THE PAY-OUT OF THE WINNINGS**

20. The Company fixes and announced on its website and at its betting centres the minimum wagered sum for one betting card. In any event, the wagered sum cannot be lower than twenty-five euro cents (0.25 EUR).

21. In any event the maximum wagered sum for one betting card is fourteen thousand nine hundred and ninety-nine euros (14 999 EUR). The maximum possible to win sum for one betting card in a betting is one hundred thousand Euros (100 000 EUR).

22. The wagered sums are accepted and the winnings are paid-out in euros. If any other currency has been validated with appropriate means of settlement in the Lithuanian Republic, then the wagered sums are accepted and the winnings are paid-out in that currency.

23. The Gambler must check the information (including the information indicated in the betting card) about the betting sum, the chosen betting event, the betting event ratio as well as any other information related to the bet and/or wagered sum at the till prior to the issuance of the betting card (or immediately after it). However, in any event the Gambler must do this within five (5) minutes from the betting card issuance (however, in any event, no later than until the start of the betting event). Later claims regarding the bet are not accepted. In the event of “live” bet, the claims after the issuance of a betting card are not accepted.

24. The Gambler’s winning sum consists out of the Gambler’s wagered sum, which is multiplied from the betting ratio indicated in the betting card. The calculated value is rounded up to two digits after the point. In this case, if the third digit after the point is five (5) or higher, then the rounding is made by increasing the second digit after the point. If the third digit is lower, then the second digit is not changed.

25. When couple of participants of the betting event are held winners, the Gambler’s winning sum is calculated by dividing the betting ratio indicated in the betting card by the number of the betting event winners. However, in this case, the re-calculated betting ratio cannot be lower than “1”.

26. The Gambler has the right to receive a winning, if when placing a bet he/she had successfully guessed the outcome (-s) of the betting events. In the event of “Stop” Betting indicated in the Appendage No. 1 of the Regulation, the Gambler has the right to receive the payments calculated in accordance with the fixed procedures of the Regulation even when his/hers guess at the time when he/she placed a bet had been incorrect.

27. If there is a reasoned suspicion that the result of the betting event had been achieved due to the unfair agreement of the participants of the betting event (-s) (e.g., there are suspicions that unfair activities lead to the outcome of the betting event (e.g., there are suspicions that the course/result of the betting event has been affected by prohibited agreements, there are suspicions that betting regarding the result of the betting event (-s) are placed by persons who participate in the betting event as participants, players, coaches, judges, or related persons are placing same bets or their combinations etc.)), the pay-outs of the winnings based on the written decision (Prescript) of the manager of the Company are stopped until the federation of the indicated sports branch, pre-trial investigation institution, Gaming Regulation Authority, international gambling associations or other competent institution shall publish a conclusion, which confirms or denies the suspicions. All of the Gamblers, who have placed the bets on these betting events, are informed about the Prescript of the manager of the Company to stop the pay-outs of the winnings. The Company no later than within one hundred twenty (120) days from the stopping of the winning pay-outs (however, in any case no later than within ten (10) business days from the decision, which was adopted by the competent institution) adopts a decision regarding the pay-outs of winnings or the annulment of bettings. If the suspicions are confirmed and the respective competent institution adopts a final decision regarding the unfair games, then all of the betting events related to the unfairly held games are annulled. If the competent institution within the indicated term does not adopt the final decision regarding the unfair games, the Company after the indicated term ends pays the winnings out to the Gamblers.

28. If the betting event is cancelled, then the winning pay-out for the non-occurred/unfinished events results is postponed until the betting event shall be finished or the winner of the betting event shall be announced in the official information sources, but no later than within twenty four (24) hours from the moment that the betting event had been cancelled. If the betting event was not finished or the winner of the betting event was not announced within twenty four (24) hours, then the winnings are paid-out for the bets, which had not been annulled as it is envisaged in Point 48 of the Regulation.

29. The winnings are paid-out when the betting card (-s) is/are placed in any of the Company’s betting centres.

30. The Gambler can take the winning (including the return of the wagered sum in the event of the betting annulment) within thirty (30) calendar days from the moment that the results are announced in the betting centres and/or on the Company's website. If the last day of this term is a non-work day, then this term is extended until the subsequent working day. The Gambler loses the right to the winning and/or the wagered sum, if he/she had not taken the winning and/or wagered sum within the indicated in this point of the Regulation term. The betting card, on the basis of which the winning had been paid out or the winning and/or wagered sum is, left at the Company's betting centre. The Gambler must check the paid-out winning and/or the returned wagered sum at the till. Later the claims regarding the paid-out winning and/or the returned wagered sum will not be accepted. The betting intermediary also has the right to refuse to pay-out the winning, if he/she has valid doubts regarding the authenticity of the betting card. In this case, the pay-out of the winnings is stopped until it shall be deemed that the betting card is authentic. However, in any case this process must not be longer than thirty (30) calendar days. All of the claims regarding the stoppage of such winnings are reviewed in accordance with the rules laid down in point 79 of the Regulation.

31. If the Gambler, who had registered with the Company his/hers bets or winnings, wishes, the Company issues to him/her a fixed by the State Tax Inspectorate form certificate regarding the incurred expenses and income received. The Gambler such a request at the betting centre in which the winning is paid-out.

32. The betting intermediary has the right to demand from any Gambler, who wishes to place a bet or take the winnings and/or the returned wagered sum, to submit a document confirming a person's identity. If the Gambler refuses to submit it, the betting intermediary has the right to refuse to accept the bet and the pay-out of the winning and/or wagered sum can be stopped until the document's submission moment. However, this must not exceed the end of the term to take winnings or the return of the wagered sum.

## **V. DISCOUNT SYSTEM**

33. The Company has the right to apply discounts to the Gamblers. The discounts can be applied only to cover the part of the pay-ins, which are needed to place bets. This is done in accordance to the rules indicated below:

33.1. The Director of the Company adopts the decision to apply the discount (-s) in the form of the prescript (*hereinafter called* the Prescript). The conditions of applying the discounts and other important information (if such exists) regarding the applied discounts has to be provided in the Prescript.

33.2. The Prescript to apply discounts is announced on the Company's website and/or at the Company's betting organizing centres.

33.3. The types of the applied discounts, conditions for application, term for accumulation and application and precise values of the discounts have to be indicated in the Prescript.

33.4. The discount is given when the conditions indicated in the Prescript are fulfilled. The conditions of the discount, if this is envisaged in the Prescript, can be fulfilled fully and partially, and the discount is given when appropriate conditions and the part of them is fulfilled.

33.5. The discount for the Gamblers, who, in accordance to the discount application conditions, are indicated in the Prescript, is provided for the duration of the validity term of the discount indicated in the Prescript by covering a particular part of one or couple of bets. The discount indicated in the Prescript is given to the Gambler's Gambling Account once, if it is not indicated otherwise in the Prescript.

33.6. The given discount is registered at the Company's database and indicated in the Gambler's Gambling Account.

34. Every Gambler, who wants to claim the discount, must have identified himself/herself by registering at the Company (i.e., he/she had to fill-out the registration form (including, but not

limited to, he/she had to indicate his/hers contact information) and he/she had to receive the “Client’s Card”, which he/she had to submit when placing a bet).

35. The Company reserves the right to at its own discretion at any time change the conditions of the discount’s offer by beforehand announcing this on the Company’s website and/or at Company’s betting organizing centres.

## **VI. TYPES OF BETS**

36. By organizing the betting the Company accepts (i) simple, (ii) systemic, (iii) combined, (iv) “Stop”, (v) “Chain” and (vi) conditional types of bets. Examples of each of the bet types are laid-down in the Appendix No. 1 THE DESCRIPTION OF THE TYPES OF BETTING of the Regulation.

## **VII. BETTING CARDS**

37. The betting data is shown on the betting card: a unique betting event number in the latest Company’s betting proposal, betting events, the Gambler’s guesses by indicating the index of the event, betting ratios, wagered sum, the possible winning, the date of the last event included in the betting card, the bet acceptance time and the printing time of the betting card. There may be additional data related to the betting indicated on the betting card. The free space on the back of the betting card is used at the discretion of the Company.

38. It is prohibited to make any mechanical or graphical changes of the betting card.

39. The betting cards are strictly accounted for. The information about the betting cards and monetary operations is left with the Company and it is kept in accordance with the requirements of the valid statutes of law of the Lithuanian Republic.

## **VIII. ACCEPTANCE OF BETS**

40. The Gambler who wants to participate in the betting must place a bet: choose and indicate to the betting intermediary (provide information about himself/herself) the type of bet, the numbers of the guessed betting events, the chosen possible event outcomes, other information related to the betting (if it is applied), as well, he/she must pay-in the wagered sum.

41. The betting intermediary by using the Company’s database information system and other technical means accepts the bet in accordance with the information provided by the Gambler. The intermediary accepts the money, inputs (accepts) the data indicated by the Gambler into the Company’s database and prints and gives the betting card to the Gambler. The betting card is a document affirming the Gambler’s participation in the bet. The Gambler, who loses the betting card, loses his/hers right to the winning.

42. The wagered sums are paid in cash during the placement of the bet.

43. The Gambler can place the bet and the betting intermediary can accept it only prior to the start of the betting event (except in the case of “live” bet).

44. The winnings are paid-out in accordance with the information provided on the betting card.

45. If the Gambler has decided not to participate in the betting or he/she has noticed some errors on the printed betting card, then the printed in the betting centre betting card, on the request of the Gambler, can be annulled within five (5) minutes from the moment of its printing. However, the annulment can’t be later than the start of the betting event. If the term indicated in this Point passes, the annulment of the betting card can not be done. In the event of “live” betting, the annulment of the betting card indicated in this point is not possible.

46. When the Gambler arrives to take his/hers winnings and when he submits the winning betting card, the winning is paid-out. The winning betting card is returned to the Company as a basis for paying-out the winning.

## **IX. THE ANULLMENT OF BETS**

47. The bets can be annulled in cases indicated in chapters IX (“The annulment of bets”), X (“Special provisions”) and XI (“Special cases”) of the Regulation.

48. When the bets have been annulled, the applied betting ratio is equated to “1” and, according to this, re-calculation of a possible winning indicated in the betting card is carried-out.

49. The bets are annulled, if the betting event has not occurred.

50. The bets on the performance of an individual team member (individual results) are annulled, if a team member (footballer, basketballer etc.) did not come in to the field and/or did not at all played in the match even though that he/she was registered for the indicated match.

51. The bets are annulled, if the Gambler had placed a bet and the Company accepted it after the start of the betting event or if the Gambler had placed a bet prior to the start of the betting event, but the bet had been accepted after the start of the betting event. In the event of “live” betting, the bets are annulled when the bet is accepted for a betting event, which has already happened.

52. The bets are annulled in all cases when the bet has been placed after the end of the betting event.

53. The bets are annulled, if the betting event is cancelled, as well as if the betting event did not happen in the indicated time and after twenty four (24) hours from the time of the betting event, which had been announced by the organizer of the betting event.

54. The bets are annulled, if the betting proposal and the betting card wrongly indicates the participants of the betting events. If the Gambler has placed a combined bet in which the betting events which determine one another are combined (e.g., “both of the teams shall score goals” and “there will be more than 1.5 goals per match” etc.) and the Company accidentally accepted this bet, these bets are annulled.

55. If the Company had substantially erred by concluding the betting with the Gambler (the betting ratio is clearly erroneous; there is a comma missing; a plus sign is switched with a minus sign in the advantage section; an additional supply of betting event does not correspond to the main supply of the outcomes of the betting event (winner, advantage, scoring etc.); the outcome ratio is substantially different from the same outcome ratios in other companies betting proposals etc.) and this error the Company had assessed prior or after the start of the betting event (“Live” Bettings are included), then the bets are annulled. The annulment and its reasons are announced in the Company’s betting centres and on the Company’s website. After the betting event ends, the annulment of the betting due to the reason indicated in this Point is not possible.

56. The bets are annulled, if prior to the start of the game or during it the organizers of the betting event amends its Regulation (e.g., the time for the match has been shortened and the new appointed time is less than the time indicated in Chapter X (“Special conditions”) of the Regulation (or other measurement unit of the duration of the match). If a minimum duration for a game is not indicated in the mentioned place (or other minimum unit) and if this duration is not reached in a game the bets are annulled, then the bets are annulled if the newly appointed time for the match is less than 90 (ninety) percent of the ordinary match time.

57. Following Chapter X (“Special conditions”) of the Regulation, the bets are annulled if the betting event is unfinished (cancelled). If Chapter X (“Special conditions”) of the Regulation does not indicate otherwise, the outcomes of the betting event which have occurred prior to the cancellation moment of it and for which the time has ended (e.g., “Shall have the first rebound”, “Shall win the first half” etc.) are accepted and the bets are not annulled.



58. If there is a grammatical, style or other related error in the betting proposal (erroneously stated name, surname of the participant of the betting event etc.), which does not change the purpose of the betting event, the bets are not annulled.

59. When the Company annuls the bets, the Gambler, who does not agree with the Company's reasons for annulment, has the right to submit a claim to the Company following the procedure fixed in Point 79 of the Regulation.

## **X. SPECIAL CONDITIONS**

60. In the sports unindicated in the special conditions of the Regulation in which the duration of the betting event match is regulated in the official sports rules, if the betting event is cancelled when the match has been played for less than ninety (90) percent of the primary time indicated in the mentioned regulation, the bets are annulled due to the betting events, which could change if the event would not have been cancelled (e.g., "Which team shall control the ball longer", "Which's teams player shall have more yellow cards", "Will there be goals during the match", "A player shall score/wont score" etc.). In such a case, only the bets on the winner of the betting event is not annulled, if he/she no later than within twenty-four (24) hours from the betting event's cancellation has been announced by the decision of the organizer of the betting event.

61. When the judge in football adds additional time (due to substitutions, traumas etc.) to any duration of the half (two halves are played for 45 min.), all of the goals scored, cards shown, substitutions and other events are deemed to have happened within the main duration of the half and/or match. If during the match the player is shown a second yellow card and then a red card, then the second yellow and red cards are calculated. If immediately a red card is shown, then only it is calculated. Penalty kicks, which are shot after the after-time in order to determine the winner of the match, are not considered penalty kicks in bettings and are not calculated as goals, which the player has scored. An "own goal" of the player is not calculated in the betting, i.e., the player is not deemed to have scored a goal. Cards shown not to the players, who are in the field at the moment (e.g., team managers, coaches, substitute players), are not calculated.

62. The bets on every outcomes of the betting events are annulled, if the baseball match does not occur on the day indicated in the betting proposal or the match is unfinished, disregarding how many halves prior to the cancellation of the match has been played. In such a case, a rule of postponed betting events indicated in the Regulation is not applied.

63. Baseball matches played two times between the same teams in the betting proposal are called "R1" (a match, which occurred earlier that day) and "R2" (a match, which occurred later that day). The same start time of the match is indicated for both of the matches (a match, which occurred earlier that day "R1"). In the bets on baseball, the bets are accepted for the whole duration of the game (including over-time). In the bets regarding Japanese baseball games when these games ends in a draw and after-time is not played, only the bets on "who shall win" are annulled. Other bettings (e.g., "Advantage", "Both teams shall score points" etc.) remain valid.

64. When the tennis match is not finished until the end of the tournament, the bettings are not annulled due to the outcomes, which have occurred in full and exceeded the time played. The bettings on other betting events are annulled as it is envisaged in Point 48 of the Regulation. The facing or the place of the match (open or closed court) has no impact on the tennis match. If the facing is changed or in the betting proposal another facing or match place is indicated, then the bettings related to this kind of betting events are not annulled. If in the pair tennis competition in the final set a champion "Tie-Break" is played (10 points won when one of the pairs have an advantage of two points), then the result of the final set is equated to the result of the game, i.e., calculated as one won game. If in the team tennis matched ("Davis Cup" etc.) one or couple of participants from any team change due to any reason, the bettings on the victory of any team remain valid.

65. The bettings are annulled due to the inter-result of two automobile car racers in a specific stage of the race, if both of the racers have not finished the race when driving the same number of laps. If both of the racers have not finished the race, but have driven a different number of laps, then the winner is declared a racer who has driven more number of laps.

65<sup>1</sup>. In those cases when an after-time is not played in basketball matches event though the result after the main match time is equal (e.g., friendly match), the betting of 1 and 2 (the winner of the match including after-time) ratios are equalled to 1. In those events when an after-time in basketball matches is played not because of a draw, but because the regulation of the tournament demands this, then the outcomes of betting events are accepted having regard to the result of the main match time and the bets on the winner of the match and the statistical values of the players and teams are accepted along with the after-time. If a team gets a technical fault prior to the match (e.g., a basket is damaged, fights etc.), the betting outcomes “Who shall first score”, “Who shall first score three points” remain valid.

65<sup>2</sup>. In the bets on American or Australian football, the bets on “Who shall win” are accepted for the whole duration of the game (i.e., including after-time), while all other bets (e.g. “Advantage”, “Both teams shall score points”, “A team shall score points” etc.) are accepted only for the duration of the main game.

## **XI. SPECIAL CASES**

66. When the Company is not sure about the credibility of the outcome of the betting event, which has been announced in the official information sources, it has the right to postpone the confirmation of the result for three (3) business days from the moment when such a result is announced. The Gamblers are informed about the postponement of the confirmation of the result by notices in the betting centres and on the Company’s website. When the indicated in this Point term passes, the Company must pay-out the winning or annul the result of the Betting Event.

67. In the event of the annulment of the result of the betting event (e.g., disqualification, dope, judges error), the first result announced before the annulment is deemed to be valid.

68. The bets are not annulled due to the shortened (as it is indicated in Chapter X (“Special conditions”) of the Regulation) or cancelled betting events, if this is not envisaged in Special conditions. In this case, the winners of the betting events are determined in accordance with the results, which have been announced by the organizers of the betting events.

## **XII. SEPARATE TYPES OF BETS**

69. If the betting organizing rules indicated in this chapter of the Regulation differ from the common betting organizing rules, then the betting organizing rules indicated in this chapter are applied.

70. When a specialised equipment (certified in accordance with the procedure laid down in the statutes of law) is installed in the Company’s betting centres, bets can be made on the outcomes of the betting events, which are in the database of the specialised equipment and which are chosen randomly.

71. The equipment indicated in Point 70 of the Regulation randomly choses the video of the betting event and the proposal from the database and broadcasts it through the screen in the betting centre.

72. In these types of bets, the bets placed on the events are accepted until the start of the betting event in accordance with the broadcasted betting proposal.

73. The betting event number, betting event and the fixed betting ratio are indicated in the betting proposal.

74. In the bettings indicated in this chapter, “live” bets can’t be placed.

75. When the betting events are finished, the results are shown on the screen and/or on the Company's website.

76. In these types of bets on the event outcomes, the betting ratios can be increased two or three times to the benefit of the Gamblers. The increase of the betting ratio is fixed randomly. This increase is applied to all of the specific bets on the betting event. The mentioned increase can be made after the end of the bet acceptance, but no later than until the end of the betting event. The Company informs the Gamblers about the increased betting ratios by broadcasting the increased betting ratio value during the betting events.

77. The Gambler, following the procedure of this Regulation's chapter, can take the winning within twenty four (24) hours from the moment when the results of the betting events are announced in the Company's betting centres. If the indicated term ends on a non-work day, then the term is extended until the subsequent work day. If the Gambler does not take the winning within the indicated term, he/she loses the right to the winning.

### **XIII. THE ORDER OF THE SUBMISSION OF CLAIMS AND THEIR EXAMINATION**

78. The Gamblers can submit any of their claims upon their occurrence at the Company's betting centre in which the betting card has been printed.

79. The Gamblers can also submit their claims by (i) sending them via mail into the headquarters of the Company, or (ii) via E-Mail at the address: [pretenzijos@topsport.lt](mailto:pretenzijos@topsport.lt). The employees of the Company must inform the Company's administration regarding any received claims. The employees, by following the provisions of the Regulation, must promptly grant the valid claims. If there is no possibility to promptly grant a claim, then it must be reviewed within ten (10) days from the day of its receipt and the petitioner must be informed about it. The petitioner is informed via the address indicated in the claim or by answering the petitioner's E-Mail. The delivery day of the claim to the Company is deemed to be the day on which the claim has been delivered/received at the headquarters of the Company or via E-Mail. The answer's delivery to the claim day is deemed the day on which the answer is sent by mail or by E-Mail.

80. Those Gamblers, whose claims have not been granted, can defend their rights by firstly applying to the Gambling Regulation Authority. They can also defend their rights in court.

81. The information regarding any events when the bets have been placed on the betting events outcomes that are in the database of the specialised software and chosen randomly, as well as regarding any other events is kept in the Company's database until the end of the winning's withdrawal term fixed in the Regulation.

### **XIV. BET BUY-OUT**

82. The buy-out of the bet – it is an action of the Gambler when he/she, having regard to an opportunity provided by the Company, accepts (a) to take back a part of the winning; or (b) take back part of the wagered sum. The buy-out of the bet is possible until the end of the betting event.

83. The Company has the right to propose to the Gamblers to buy-out the wager. The precise betting events and wagers for which the proposals to buy-out the wager are applied, are determined at the discretion of the Company in every separate case and are indicated in the Company's betting centre's betting proposal with a special visual tool, which indicates the possibility to buy-out the wager.

84. When the Company provides a possibility to buy-out a wager, a precise part of the winning or a part of the wager, which the Gambler is proposed to buy-out, is indicated next to the betting proposal at the Company's betting centre. The conditions of the Company's proposal change in relation to the course of the betting event, information prior to the start of the betting event or in relation to other factors. When the Gambler accepts a specific proposal of the Company to buy-out a wager, it is executed immediately without any changes after the Gambler in any

Company's betting centre submits to the betting intermediary a betting card and expresses in words his/hers will to use the wager's buy-out possibility.

85. The Company has the right to submit to the Gamblers offers to buy-out wagers in part. A buy-out wager in part is such a buy-out of a wager when only a part of the wagered sum is used for the buy-out and the Gambler chooses that part. For the part, which the Gambler has not chosen, conditions are applied according to which the bet was made. For the sum, which is being bought-out in part, the provisions of Points 86 and 87 of the Regulation are applied.

86. For the Gambler who had accepted the Company's offer to buy-out a wager by taking back part of the winning and after executing actions fixed in Point 84 of the Regulation, promptly a part of the winning is given to the Gambler, which the Gambler accepted to take by using a specific possibility of the Company. In this case, the Gambler loses the possibility to win the rest of the winning from the indicated bet. In this case, a part, which is always bigger than the wagered sum or equal to it, is paid-out to the Gambler.

87. For the Gambler who had accepted the Company's offer to buy-out a wager by taking back part of the wagered sum and after executing actions fixed in Point 84 of the Regulation, promptly a part of the wagered sum is given to the Gambler, which the Gambler accepted to take by using a specific possibility of the Company. In this case, the Gambler loses the possibility to win the rest of the winning from the indicated bet and he/she loses a part of the wagered sum. In this case, a part, which is always lesser than the wagered sum, is paid-out to the Gambler.

88. The proposals to buy-out the wagers are deemed a part of the Company's remote betting proposals and are not mandatory to the Gamblers.

89. The Company, which had submitted an offer to the Gambler to buy-out a wager, has the right to unilaterally refuse to confirm the Gambler's choice to use the proposal. The Company has the right to annul the buy-out of the wager, if (a) the buy-out of the wager is carried-out after the end of the betting event; (b) the Company has erred substantially while submitting a proposal for the wager's buy-out and by confirming it; (c) the Gambler seeks to unfairly use the offers of the wager's buy-outs.

## **XV. FINAL PROVISIONS**

90. The Company has the right to change this Regulation according to the procedure fixed in the statutes of law of the Republic of Lithuania. The Gambling Regulation Authority must confirm these changes.

91. This Regulation is mandatory for the Company and for all the Gamblers participating in the Company's organized bettings.

## AN ANNEX NO. 1 TO THE UAB “TOP SPORT” BETTING REGULATION

### BETTING TYPES DESCRIPTION

The Company offers in the bettings to gamble by placing the below mentioned types of bets.

**Simple bet** – it is a guess on one outcome of the betting event in one betting card. These types of simple bets are possible:

a.i.a. a wager for the outcome of the betting event with possible variations of the results:

1. the offer's first participant of the betting event wins;
2. the offer's second participant of the betting event wins;
3. a draw;
4. the offer's first participant of the betting event wins or a draw;
5. the offer's second participant of the betting event wins or a draw;
6. the proposal's first participant of the betting event wins or the offer's second participant of the betting event wins (i.e., the betting event must result in the victory of one of the participants and not result in a draw).

a.i.b. a wager for the outcome of the betting event when the Company gives an advantage (“handicap”) to one of the participants of the Betting Event:

**The “Asian” two outcomes advantage** is when after the outcome of the betting event an advantage (goals, points etc.) is added to the final result of the chosen team or participant (if, there is a “-“ sign, then the advantage is subtracted). If when adding the result of the betting event to the advantage this result with an advantage is for the benefit of the chosen team or participant, then the wager is deemed to have been won. If after evaluating an advantage the result is for the benefit of the opposing team or participant, then the wager is deemed to have been lost. If after evaluating an advantage the result is equal, then the wager is equated to 1 (one). E.g., “Real” is playing against “Barcelona” and the Gambler chooses that “Real” shall have an advantage of +2. After the match ends in a result 70:67, the Gambler's Gambling Card has won, because after evaluating an advantage, the result is for the benefit of the team that the Gambler has chosen 72:67. After the match ends in a result 68:73, the Gambler's Gambling Card loses, because after evaluating an advantage the result is for the benefit of the opposing team 70:73. After the match ends in a result 72:74, the wager is equated to 1 (one), because after evaluating an advantage the result is a draw 74:74.

**Three outcomes advantage** is when after the outcome of the betting event an advantage (goals, points etc.) is added to the result of the chosen team or participant (if there is a “-“ sign, then the advantage is subtracted). If when adding the result of the betting event to the advantage this result with an advantage is for the benefit of the chosen team or participant, then the wager is deemed to have been won. If after evaluating an advantage the result is for the benefit of the opposing team or participant, then the wager is deemed to have been lost. If after evaluating an advantage the result is a draw, then the wagers for a draw with a chosen advantage wins. E.g., “Milan” is playing against “Inter” and the Gambler chooses an advantage of “Milan” of -1. After the match ends in the result 2:0, the Gambler's Gambling Card wins, because after evaluating an advantage the result is for the benefit of the team, which has been chosen by the Gambler (1:0). After the match ends in a result 1:1, the Gambler's Gambling Card loses, because after evaluating an advantage the result is for the benefit of the opposing team (0:1). After the match ends in a result 2:1, the Gambler's Gambling Card loses, because after evaluating an advantage the result is a draw (1:1).

**Double “Asian” advantage** is when after the outcome of the betting event an advantage is added (if there is a sign “-“, it is subtracted) to the result of the chose team or participant and the wagered sum is divided into 2 equal parts. E.g., is a double “Asian” advantage is offered (-1, -1.5)

and 100 EUR is wagered for this outcome, then it is calculated that 50 EUR is wagered for the -1 advantage and 50 EUR is wagered for the -1.5 advantage. Because this is a double offer, then the final winning ratio can be lesser than 1 and the winning sum lesser than the wagered sum. E.g., a Gambler wagers 100 EUR in the match between “Milan” and “Inter” for the double “Asian” advantage of the “Milan” team (-1, -1.5) with a ratio of 1.8. The match ends with a score 2:1. In such a case, the 50 EUR wager for the advantage of “Milan” is equated to 1 (because after evaluating an advantage the result is a draw 1:1), while the 50 EUR wager for the -1.5 advantage of “Milan” is lost (because after evaluating an advantage the result is 0.5:1 for the benefit of the opposing team). In this case, the Gambler is paid-out 50 EUR winning.

a.i.c. a wager for the victory or line-up in a leader board of the chosen participants (persons or teams) of the events.

a.i.d. a wager for a participant, who has achieved the best results in a specific amount of time, or who has achieved the best results in the long lasting events.

a.i.e. a wager for the number of received goals/votes/points during the beforehand mentioned events.

a.i.f. a wager for a precise result of the event (during the main time of the event).

a.i.g. a wager for a part of the duration of the event: the Gambler guesses the result of the chosen part of the event.

a.i.h. a wager on which two participants of the event shall go to the next stage (for example, to a quarterfinals, semi-finals, finals, second tour, second lap etc.).

a.i.i. a wager on which of the two event participants shall receive points/votes/scores during a specific amount of events within the main time (for example, which of the two football teams shall score more goals within 10 matches etc.).

a.i.j. a wager on final positions: the Gambler wagers on what positions the participants of the event (persons or teams) shall assume in the final leader board.

**A combined bet** is a guess of no less than two and no more than 30 event outcomes in one betting card. In this case, the betting ratio, from which the wagered sum shall be multiplied in the event of a win, is calculated by multiplying all of the betting event ratios indicated in the betting card and by rounding the result to two digits after the comma. In this case, if the third digit after the comma is 5 or higher, then the rounding is done by increasing the second digit after the comma. If the third digit is lower than 5, than the second digit is left as is. In the event of a combined bet, you can't combine in one betting card the betting events, which are inter-linked or determine one another (events, which very closely depend on one another. E.g., in the match “Barcelona” – “Real” the events, which are inter-linked and determine one another, are the goal scored by “Barcelona” and the match won by “Barcelona”). In this type of wager the Gambler wins, if he/she correctly guesses the outcome of all events indicated in the betting card, except for the wager type “13”.

An example of combined bet: the Gambler has chosen three betting events: “Barcelona” – “Real”, “Arsenal – Chelsea” and “Žalgiris” – “Lietuvos Rytas”. In the wagers made by the Gambler, there is an indication that the firsts teams indicated in the offer should win. “Barcelona” betting ratio is 2, “Arsenal” is 3, while “Žalgiris” betting ratio is 1.5. In such a case, if the Gambler wagers 1 EUR, his/hers wagered sum in the event of a win is multiplied from the multiplication of the betting ratios. If all of the outcomes of the betting events are guessed correctly, the Gambler's winning would be 9 EUR ( $1 \times (2 \times 3 \times 1.5) = 9$ ). If even one outcome from the chosen betting events is guessed incorrectly, then the whole combined betting of the Gambler is deemed to have been lost.

The types of combined bets:

a. *Seven* – it is a bet when the Gambler from a special list indicated in the betting proposal chooses no less than seven events. The Gambler has the right to receive the winning, if he/she successfully guesses all of the chosen events outcomes. The betting ratio is received when all of the betting event ratios indicated in the gambling card are multiplied.

b. *A bet with an additional ratio* – it's a bet when the Gambler in one betting card guesses the outcome of no less than 4 events, which each have a betting ratio of no less than 1.4. In this case, the final betting ratio is additionally multiplied from the additional ratio, which has been fixed by the Company for that day.

c. *A "Super" bet*. The Company indicates an event. The betting ratio is fixed that day by guessing the outcome of that event. However, a higher betting ratio of the indicated event is applied only in a case when the Gambler makes a combined wager by guessing in one betting card no less number of outcome events than it is fixed by the Company for the calendar duration (day, week, month etc.). An event with an increased ratio must be included into the list of betting events, which outcomes the Gambler guesses.

d. *Bet "10", "11", "12" "13"*. It is a wager when a Gambler in one betting card guesses no less than the outcomes of 10, 11, 12 and 13 events from the special list of betting events. In this case, the Gambler wins if he/she has successfully guessed the outcome of all betting events indicated in the betting card, as well as if he/she did not correctly guessed one outcome of the betting events indicated in the betting card, but other outcomes he/she guessed correctly. If one outcome of the event is not correctly guessed, the Gambler's winnings is comprised from a wagered sum multiplied from betting ratio "1".

**A systemic bet** – it's a bet by grouping betting events into systems for the outcome of the chosen events from no more than thirty (30) group of events, when the Gambler indicates how much of the outcomes of the betting events have to be guessed in order to receive a winning. Types of systemic bet:

a.i.a. *simple systemic bet* – a bet when there is a possibility to win without having to guess correctly all of the outcomes of the betting events. A number of events and the minimum outcomes to guess is chosen (e.g., by choosing that three out of five outcomes of the betting events would be guessed, it is enough to successfully guess the three outcomes out of five). The Company's gambling software generates all of the possible different combinations from the chosen betting events and the Gambler chooses the wagered sum of one combination. The total wagered sum is achieved by summing-up the wagered sums of all of the combinations (if 3 out of 5 is chosen, then 10 possible combinations exists and by choosing the wagered sum, e.g., 1 EUR, in such a case 10 EUR is wagered; 10 combinations x 1 EUR). The lowest sum for one combination is 0.10 EUR (ten Euro cents). Every combination is evaluated separately and the winning is calculated by summing-up the winning sums of all combinations.

a.i.b. *a systemic bet with a constant* – a bet when the Gambler indicates from the chosen betting events which event outcomes he/she shall certainly guess (these events are called "Constants") and from the rest of the events usual systemic bet combinations are made, and the constants are added to each of the received combination. There can't be more constants than the number of the chosen events in the betting card minus 2 (i.e., if we choose 5 events, then we can't choose more than 3 constants). The winning is calculated the same as in the event of usual systemic bet.

a.i.c. *the big system* – it's more than one systemic bet in the same card from the same events. E.g., 2 out of 4 (6 possible combinations) and 3 out of 4 (4 possible combinations) is chosen. Thus, there will be a total of 10 combinations in the Card. The winning is calculated the same as in the event of usual systemic bet.

**“Stop” bet** – it’s a combined bet when guessing a specific outcome in a betting event category indicated in a betting proposal, the Gambler has the right within the timetable beforehand fixed by the Company to offer to the Company to record a real-time result of the betting event, which has not occurred, and to pay-out the winning. The offer, which has been submitted on time, is mandatory for the Company. In this case, the Company/computer software calculates the amount of payment to be paid to the Gambler. The Gambler who had not correctly guessed even one betting event outcome and who until then had not used the possibility to stop the combined wager, can’t later use this opportunity and all of his/hers combined wager is deemed to have been lost. If the Gambler does not use the opportunity to stop the combined bet, the “Stop” bet is equated to combined bet and it is deemed to have been won, if all of the betting outcomes included into the combined bet are guessed (the winning according to this bet is calculated in the same order as in the combined bet).

An example of a “Stop” bet: for instance, the Gambler has chosen three Betting Events: “Barcelona” – “Real M.”, “Juventus” – “Inter” and “Žalgiris” – “Atlantas”. The Gambler has chosen three betting outcomes in these events that the teams playing at home shall win (in all of the events the home teams are indicated as the first teams) and has wagered 10 EUR for their combination. The Betting Ratio of “Barcelona” is 3, “Juventus” is 2 and “Žalgiris” is 3. The chosen Betting Events happen in this order: “Barcelona” – “Real M.” “Juventus” – “Inter” and “Žalgiris” – “Atlantas”. When “Barcelona” – “Real M.” Betting Event happens and the “Barcelona” team wins (the Betting Events of “Juventus” – “Inter” and “Žalgiris” – “Atlantas” must not have started), the Gambler can stop the bet without waiting for the outcomes of the Betting Events of “Juventus” – “Inter” and “Žalgiris” – “Atlantas” (the Betting Ratio outcomes of these matches are equated to “1” and the bettings for these outcomes are deemed to have been annulled) and withdraw the winning, which would be equal to 24 EUR  $((10 \times 3) \times 0.8 = 24)$ . When “Barcelona” – “Real M.” and “Juventus” – “Inter” Betting Events happen and “Barcelona” and “Juventus” teams win (the Betting Event of “Žalgiris” – “Atlantas” must not have happened yet), the Gambler can stop a bet without waiting for the outcome of the “Žalgiris” – “Atlantas” Betting Event (the ratio of the Betting Event outcome is equated to “1” and the wagers for this outcome are deemed to have been annulled) and withdraw the winning, which would be equal to 54 EUR  $((10 \times (3 \times 2)) \times 0.9 = 54)$ . If all of the Betting Events outcomes have been guessed correctly, the Gambler’s winning would be 180 EUR  $(10 \times (3 \times 2 \times 3) = 180)$ . The Gambler who had not guessed even one Betting Event outcome and who had not used the combined bet opportunity, can’t used this opportunity later and he/she is deemed to had lost all of the combined bets and no winning is paid-out to him/her, including the wagered 10 EUR sum. The Gambler has the possibility to use “Stop” bet when none of his/hers combined bet events or usual wager event have occurred yet.

**“Chain”** – it’s a bet by choosing more than one outcomes of the unrelated betting events. The Gambler can choose from 2 to 15 betting event outcomes and fix the order of the betting events at his/hers own discretion. The Gamblers places a bet on the first outcome of the “chain” bet event. In order to place other bets the money from previously won outcomes of the “chain” bet events are used. The first wager is deemed the first chosen outcome in the “chain” bet event, but not the earliest betting event that will happen. The winning of the first outcome of the “chain” bet event/a part of the winning is automatically given to a wager for the second outcome of a betting event. If the wager on the outcome of the second betting event loses, then the wager for the third outcome of the betting event is automatically transferred out from the sum from previous winnings of the outcomes of the “chain” bet events. All of the wagers are of the same amount, which the Gambler has chosen. The amount is equal for the wager, which has been betted on the first outcome of the “chain” bet event. Except for the cases indicated, the total winning from the outcomes of the “chain” bet events is lower than the required balance sum to place a bet. In the event when the total



winning of the outcome of the “chain” bet event becomes zero, the “chain” bet is deemed to have been lost. When the final betting event occurs, the Gambler is paid the leftover sum from the total winnings of the outcomes of the “chain” bet events from which the wagers for the second and other betting outcomes have been deducted.

An example of the “chain” bet: the Gambler chooses 5 (five) betting events, which do not depend on one another and places a 3 EUR wager for the first outcome of the betting event indicated in the “chain” bet. After the first betting event has been won (the ratio is equal to 2), the Gambler has the winning of 6 EUR (the wager of 3 EUR x (multiplied) from ratio of 2). The 3 EUR is left as a winning and the rest of 3 EUR is automatically transferred to a wager for the second outcome of the betting event. When the second betting event happens (the ratio is 1.5) and when the Gambler wins 4.5 EUR, the 3 EUR is automatically transferred to a wager for the third outcome of the betting event and 1.5 EUR is left as a winning. The total winning upon deducting the sum for the next bet is 4.5 EUR. If the third outcome of the betting event is lost, the 3 EUR from the total residual winnings is automatically transferred to a wager for the fourth outcome of the betting event. If the fourth outcome of the betting event is won, the Gambler wins 9 EUR and 3 EUR is placed on an outcome of the fifth betting event. 6 EUR is left as a winning. If the wager for the fifth outcome of the betting event has been lost, the Gambler is paid the part of the total winnings left by deducting the wagered sums – 7.5 EUR.

**A conditional bet** - it's a bet by choosing one outcome of the betting event, which is linked with an additional condition. When the condition occurs, the incorrect guess of the outcome of the betting event is not considered the loss of the Gambler. In the event, if the Gambler guesses the chosen outcome of the betting event, his/hers winning is determined like in the simple bet by multiplying the wagered sum from the betting ratio, which has been fixed beforehand, i.e., the winning depends from the correct guess of the betting event outcome and the additional condition does not have any meaning.

An example of conditional bet: the Gambler chooses an event “Žalgiris” – “Lietuvos Rytas” in which there is an additional condition that the first points of the match shall be scored by “Lietuvos Rytas”, but the Gambler wants to bet on the victory of “Žalgiris”. The ratio in the betting proposal for the victory of “Žalgiris” is fixed at 1.5. This means that the Gambler, who wagered 10 EUR for the victory of “Žalgiris”, in the event if this team reaches victory, he/she would win 15 EUR ( $10 \times 1.5 = 15$ ). If “Lietuvos Rytas” wins, the Gambler loses. If “Lietuvos Rytas” wins, however, an additional condition is fulfilled, i.e., “Lietuvos Rytas” scores the first points of the game, the Gambler is not deemed to have lost and can take back the wagered sum.