

Jacks High.com

Terms and Conditions: for Membership in The Jacks High Club

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Gold Star Entertainment Group, Inc., and jackshigh.com, and the Jacks High Club, (the "Service") to any person ("you" or "your") who completes the registration process to become a member of the Service, and is accepted by Gold Star Entertainment Group, Inc. and the Jacks High Club to become a member under the following terms, which may be updated by Gold Star Entertainment Group, Inc. and posted on the <http://www.jackshigh.com> site from time to time without specific notice to you.

This document was last updated on December 8, 2010.

BY CHECKING THE "I HAVE READ AND AGREE TO THE MEMBERSHIP AGREEMENT INFORMATION CONTAINED IN THE TERMS AND CONDITIONS OF USE" BOX AND SUBMITTING THE REGISTRATION FORM OR ACCESSING, USING OR INSTALLING ANY PART OF THE SERVICE, YOU EXPRESSLY AGREE AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT.

By submitting a membership application, you further agree that you are 18 years of age or older, and are a resident of one of the following U.S. States, or Other Jurisdictions listed immediately below this paragraph. You agree to be bound by the Laws of Costa Rica, and the Laws of The United States, and by the Laws of the U.S. State or other jurisdiction in which you reside:

Entry into any Jacks High Club service is only available to residents of the following U.S. States: Alaska, Arizona, California, Connecticut, Delaware, Florida, Hawaii, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, Utah, Vermont, Virginia, West Virginia, Wisconsin, Wyoming, District of Columbia. In addition, Jacks High Club services are available to residents of: Argentina, Australia, Brazil, Canada, Egypt, Finland, France, Germany, India, Mexico, Norway, South Africa, Spain, Sweden, Switzerland and the United Kingdom.

1. Accounts:

All membership accounts are eligible to enter Tournaments and Contests and are also eligible to receive prizes offered in those Tournaments and Contests. Activated accounts are subject to Membership Fees which include an Annual Membership Fee and Monthly Membership Dues. These fees are outlined in the Cost of Membership section at www.jackshigh.com, and are non-refundable.

2. Use of Play Money and Poker Points and Tournament Ratings:

- A. USE OF PLAY MONEY:** Jacks High Play Money is the currency used in Ring Play (located in the "Poker Rooms") and/or as the buy ins and payouts for some tournaments.
- i. All Jacks High Club Members receive \$10,000 in Play Money when they open their account. An additional \$1,000 in play money is added to all Jacks High Club Member accounts upon log in to the Book Your Bet Poker game room, once every calendar day. An additional \$1,000 in play money can be acquired once every calendar day by going to the "More Chips" section of the Book Your Bet Poker game client and clicking on 'Get more Play Money'. If the player doesn't log in and/or claim that day's \$1,000 in play money, it is forfeited

and not recoverable on subsequent days. Calendar day is defined by 12:01 am (GMT-5) to 12:00 am (GMT-5) the following day.

- ii. Play Money is a virtual currency (Play Money Chips) used for game play in ring games (located in the "Poker Room") and/or as the buy-ins and payouts for some tournaments. Play Money may NOT be purchased using real-world currency, but is available to Jacks High Club Members by virtue of their membership, and by successfully completing certain special offers or promotions. Play Money is for entertainment only. The Jacks High Club may charge membership fees for the license to use its Play Money or may award and/or distribute its Play Money at no charge, at Atlantic West Management's and the Jacks High Club's sole discretion.
- iii. Use of any virtual currency, including, but not limited to Jacks High Play Money, available at <http://www.jackshigh.com> is use of a limited, non-transferable, revocable license. The license may be terminated immediately if your account is terminated for any reason, in Atlantic West Management's sole and absolute discretion, or if Atlantic West Management discontinues providing and/or dramatically alters the services on the Site.
- iv. Play Money can be awarded based on successful completion of special offers or promotions at Jacks High Club's sole discretion. These awards are dependent on successful completion of said offers, as defined by the company or affiliate providing the offer or promotion.
- v. Jacks High Play Money chips are for entertainment purposes only and are not redeemable or transferable for real-world funds or prizes whatsoever and cannot be used for any purpose except as provided in this section. Play Money is not redeemable for any amount of real-world currency or monetary value from Gold Star Entertainment Group, Inc. and the Jacks High Club at any time.
- vi. You agree that all acquisitions of virtual currency available to Jacks High Club Members are final. No refunds will be given for virtual currency purchases. You agree that virtual currency will be forfeited if your account is terminated for any reason, in Jacks High Club's sole and absolute discretion, or if Jacks High Club discontinues providing and/or dramatically alters the services on the Site.
- vii. You agree that the acquisition of virtual currency available on <http://www.jackshigh.com> is the use of a limited license and that you have no property interest in the virtual currency or virtual items.
- viii. You agree that any awards or granting of Play Money, or any virtual currency, on <http://www.jackshigh.com> received from completing a special offer or promotion are dependent upon successful completion of said offer or promotion.
- ix. You agree that the Jacks High Club has the right to manage, control, modify and/or eliminate Play Money as it sees fit at its sole discretion. Further, you agree that the Jacks High Club will have no liability to you based on the Jacks High Club's exercise of these rights.

B. USE OF POKER POINTS: Poker Points are awarded as a result of play in Multi-table Tournaments and Sit & Go Tournaments as set forth in these terms and conditions. Poker Points can only be used to enter the Basic Multi-Table Tournaments (BMTTs), Basic Sit & Go Tournaments (BSNGTs), Basic Instant Cash Tournaments (BICT), Basic Weekly Cash Tournaments, Jacks High Club Multi-Table Tournaments (PMTTs), Jacks High Club Sit & Go Tournaments (SMTTs), Jacks High Club Instant Cash Tournaments and Jacks High Club Weekly Cash Tournaments (as defined in section 3) as follows:

- i. Jacks High Club Members receive 500 Poker Points when they open their account, regardless of method of entry. If a member's account is below 500 Poker Points at 2:01 AM Eastern Time (GMT-5) of any calendar day, the account will automatically be reset to 500 Poker Points between 2:01 AM Eastern Time and 6:01 AM Eastern Time (GMT-5) on that day.

- ii. **Poker Points cannot be used in Ring Play.**
 - iii. Poker Points have no cash value whatsoever and cannot be used for any purpose except as provided in this Section.
 - iv. Once Poker Points are used to enter any event as described in Section 3, each entrant will be given play chips for use in that tournament only, normally but not always the same amount of play chips depending on the structure of the tournament. These play chips cannot be used for any purpose except for the tournament in which they were used and are extinguished at the end of the tournament.
- C. **TOURNAMENT RATINGS**: For entry into Ratings-Based Tournaments, Jacks High Club Members are allowed entry only into the tournament specific to their rating level at the time of registration regardless of their method of entry. All Jacks High Club Members, regardless of their membership status, can obtain their current Tournament Rating by sending an email to support@jackshigh.com and requesting this information.
- i. Jacks High Play Chips = Play For Fun (Ring Games)
 - ii. Poker Points = Play for Real (Tournaments)

3. **Description of Play:**

- A. **Poker Room Games**: Jacks High Club Members may play any of the following six (6) games in the poker room (a description of each game is listed below):
- i. Texas Hold'em
 - ii. Texas Hold'em Double flop
 - iii. 7 Card Stud
 - iv. 7 Card Hi/Lo
 - v. Omaha
 - vi. Omaha Hi/Lo
- B. Ring Play is constantly available in the Poker Room. The amount of Play Money required in buy in to a particular Ring game will be posted at each table on the site. No Poker Points will be awarded for play in Ring Play games.
- i. Ring play can be found in the "Poker Rooms" within the Jacks High Poker Game Client. Each table within the Poker Rooms has different table bet limits for beginners, intermediates and advanced Jacks High Club Members. Generally, the higher the table limit, the more difficult the table. Additional tables offer no-limit poker with set Jacks High Play Money buy-ins.
- C. Open Tournaments (BSNGTs, BMTTs as defined below) and Ring Play on <http://www.jackshigh.com> and the Jacks High Poker Game Client are available to anyone who registers on the Site and becomes a member, completes the registration process at <http://www.jackshigh.com>, meets the qualifications set forth herein and affirmatively accepts these terms of use and the associated privacy policy.

- i. Basic Sit & Go Tournaments (BSNGTs) are ongoing tournaments occurring in the Poker Room consisting of exactly 9 or 27 Jacks High . At least one Basic Sit & Go Tournament will be available or in progress in the Poker Room at any time. A Basic Sit & Go Tournament will not begin until exactly 9 or 27 Jacks High Club Members register for the tournament. (NOT AVAIBLE FOR MORE THAN 10 Jacks High Club Members)
- ii. Basic Multi-Table Tournaments (BMTTs) are scheduled tournaments in the Poker Room. No additional Jacks High Club Members will be entered into a particular tournament once the maximum number of Jacks High Club Members is reached. Entry is on a first come, first served basis. Provided that the minimum number of Jacks High Club Members enters, a Basic Multi-Table Tournament will be held about once every 30 minutes. The Jacks High Club will not conduct a Basic Multi-Table Tournament unless the minimum number of Jacks High Club Members registers to play that tournament.

D. Jacks High Club tournaments (JHSNGTs and JHMTTs, as defined below) on <http://www.jackshigh.com> are available to Jacks High Club members and mail-in entrants.

- i. Jacks High Club Sit & Go Tournaments (JHSNGTs) are small tournaments that run constantly in the Poker Room consisting of 9, 18, 27, 36, or 45 Jacks High . At least one JHSNGT will be available or in progress in the Poker Room at all times. A JHSNGT will not begin until exactly 9, 18, 27, 36, or 45 Jacks High Club Members register for the tournament. (NOT AVAIBLE)
- ii. Jacks High Club Multi-table Tournaments (JHMTTs) are scheduled tournaments in the Poker Room. No additional Jacks High Club Members will be entered into a particular tournament once the maximum number of Jacks High Club Members is reached. Entry is on a first come, first served basis. Provided that the minimum number of players enters, a JHMTT will be held about once every 10 minutes. Poker Points will be required to buy in to (participate in) a particular JHMTT. The Jacks High Club will not conduct a JHMTT unless the minimum number of Jacks High registers to play that tournament.

E. Daily Cash Tournaments are scheduled tournaments that have a maximum of 2,000 Jacks High Club Members (note that this maximum is subject to change without notice to Jacks High Club Members). No additional Jacks High Club Members will be entered into a particular tournament once the maximum number of Jacks High Club Members is reached. Entry is on a first come, first served basis. Provided that the minimum number of Jacks High Club Members enters, a Daily Cash Tournament will be held about forty times each day. The exact times of each Daily Cash Tournament will be posted on the site. Poker Points may be required to buy in to (participate in) a Daily Cash Tournament.

F. Weekly Cash Tournaments - Entry requirements for Weekly Cash Tournaments are as follows: Entry into the Weekly Cash Tournament Finals requires Jacks High Club Members to finish in the top 5 or 10 in at least one Weekly Cash Tournament Qualifier (depending on the structure of the Qualifier) or buy in directly prior to the event during the registration period for the required amount of Poker Points. Entry into each Weekly Cash Tournament Qualifier may require Poker Points to buy in (participate) depending on the structure of the Qualifier. The top 5 or 10 finishers in each Weekly Cash Tournament Qualifier will win a seat at that week's Weekly Cash Tournament Finals.

- i. Weekly Cash Tournament Qualifiers are scheduled tournaments in the Poker Room. Weekly Cash Tournament Qualifiers will be held throughout each week on the times and dates to be posted in the lobby of the poker room. No additional Jacks High Club Members will be entered into a particular tournament once the maximum number of Jacks High Club Members is reached. Entry is on a first come, first served basis. If the number of Jacks High Club Members

registered for a particular Weekly Cash Tournament Qualifier is less than 2 that particular Weekly Cash Tournament Qualifier will not be run.

- ii. Jacks High Club Members can enter as many Weekly Cash Tournament Qualifiers as they have Poker Points to meet the entry requirements but can earn only one (1) entry into the Weekly Cash Tournament Finals, regardless of how many times they qualify.
- iii. No cash prizes will be given out for the winners of the Weekly Cash Qualifier Tournaments.
- iv. Weekly Cash Tournament Finals are scheduled tournaments in the Poker Room. Weekly Cash Tournament Finals will be held each week on the time and date to be posted in the lobby of the poker room. The Weekly Cash Tournament Finals have a maximum of 2,000 Jacks High Club Members . Jacks High Club Members that have not qualified for the Weekly Cash Tournament Finals must monitor the Site for the starting time of the Weekly Cash Tournament Final and timely register for the event at least 15 minutes before the time and date that it is scheduled to commence. If a player fails to timely register, player forfeits entry to the tournament.

4. **General Rules Applicable to All Tournaments:**

- A. All tournaments will begin at the time designated in the tournament details, which may be found in the Jacks High Poker Game Client lobby.
- B. Each player will be assigned a seat and he/she may not change his/her assigned seat.
- C. Jacks High Club Members may un-register from a tournament up to the time it starts OR until the tournament has reached capacity.
- D. There is a deal for the button at the start of the tournament; high card plays the button for the first hand.
- E. The button moves in the conventional clockwise manner so that no player receives the button twice in a row. Occasionally, a player may become the button without having played in the blinds due to other Jacks High being eliminated (this commonly occurs in online tournaments due to technical software issues). This may happen to any player during the course of a tournament and therefore creates no long-term advantage.
- F. If a player registers for any tournament and is inactive (does not participate) during the first blind level, the player may be removed from the tournament at the Jacks High Club's discretion and no buy in will be refunded.
- G. If a player registers for any tournament and sits out 11 consecutive hands at any time, the player will be removed from the tournament and no buy in will be refunded.
- H. If two (2) Jacks High Club Members should be eliminated simultaneously, the player with the largest number of chips at the beginning of the hand will be designated as having finished higher. It is impossible for two (2) people to be eliminated simultaneously when going heads up at the final table.
- I. If two (2) or more Jacks High Club Members should be eliminated simultaneously with the same amount of chips at the beginning of the hand, these Jacks High will tie and split the prize amount awarded to all places affected.
- J. When a tournament is down to the last two (2) Jacks High Club Members , the button will post the small blind and be first to act in the initial round. The big blind will then be first to act in the following rounds.

- K. The tournament finishes when one (1) player has won all the tournament chips and is declared the winner.
- L. Any play deemed unethical by the Sponsor in its sole discretion (including, without limitation, team play, soft play or chip dumping) will result in the applicable player(s) being disqualified from the tournament.
- M. As Jacks High Club Members are eliminated over the course of a tournament, tables will be consolidated to keep a full complement of Jacks High Club Members may be forced to post the blinds when arriving at a new table. Table reassignments are an inherent part of tournaments and apply equally to all Jacks High Club Members.
- N. Jacks High Club Members and observers are asked to use the chat function in a friendly and considerate way. At no time are Jacks High Club Members and observers allowed to discuss or comment on live hands. At no time are Jacks High Club Members and observers allowed to chat in any language other than English.
- O. Internet issues may cause server interruptions and Sponsor will endeavor to limit such interruptions during a tournament, but Sponsor does not assume responsibility for any such problems. In the event of a player disconnection, Sponsor will allow extra time for the disconnected player to reconnect in the later rounds of a tournament. If a player chooses to sit out or is unable to reconnect, he/she will still have cards dealt to him/her and will automatically post blinds and antes. Jacks High Club Members that are unable to reconnect during the allotted time will have their hand automatically folded.

5. **PLAYER ELIGIBILITY:**

- A. **Subject To Local Laws:** You are subject to the laws of the country, state, city or other legal entity (collectively "Jurisdiction") in which you reside and/or from which you access the Site. Access to the Site may not be legal for some or all residents of, or persons present in, certain Jurisdictions. It is your responsibility to determine the law that applies in the applicable Jurisdiction, and Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club does not make any representation or warranty, express or implied, as to the lawfulness of your participation in the tournament sweepstakes, or that materials on this Site are appropriate for use in your Jurisdiction. Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club do not intend that the Jacks High Site be used by persons present in Jurisdictions in which the playing of card games for free or entering sweepstakes may be prohibited or restricted. You agree that the Site does not constitute an offer, solicitation or invitation by Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club for the use of any service in any Jurisdiction in which such activities are prohibited or restricted. You agree that, and Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club asserts that, Gold Star Entertainment Group, Inc. Jackshigh.com, and the Jacks High Club shall not have any responsibility under any laws in any Jurisdiction, other than the Country of Costa Rica. Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club further reserves the right to require you to provide proof that you are eligible to participate and win prizes in the online poker tournament sweepstakes prior to payment of any winnings or prizes. Proof of eligibility includes, but is not limited to, a copy of a valid government issued identification and proof of address.

Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club also reserve the right, in its sole and absolute discretion, to refuse service and access to any potential participant.

- a. **Jacks High Club services are only available to residents of the following states and other jurisdictions:** Alaska, Arizona, California, Connecticut, Delaware, Florida, Hawaii, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, Utah, Vermont, Virginia, West Virginia, Wisconsin, Wyoming, District of Columbia. In addition, Jacks High Club services are available to residents of Argentina,

Australia, Brazil, Canada, Egypt, Finland, France, Germany, India, Mexico, Norway, South Africa, Spain, Sweden, Switzerland and the United Kingdom.

- b. **Parental Control.** Parental control protections (such as computer hardware, software or filtering services) are commercially available and may assist you in limiting access to material that is harmful to those under eighteen (18) years of age, or the legal age to participate in the tournament sweepstakes in the applicable Jurisdiction, whichever is higher.
- c. **Initial Account Establishment.** To register on the Site and become a member, you must complete the registration process at <http://www.jackshigh.com> and affirmatively accept these terms of use and the associated privacy policy. You will receive a specific ID and password to enable access to your account to manage your account.
- d. **Continuing Duty and Affirmation.** Each time you use the Site, you represent and warrant to Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club that: (i) you are at least eighteen (18) years of age, or the legal age to participate in a tournament sweepstakes in the applicable Jurisdiction, whichever is higher; (ii) your access to the Site, your participation in tournament sweepstakes, and The Jacks High Club's offering and operating the tournament sweepstakes are legal in your applicable Jurisdiction; (iii) the e-mail address submitted by you is owned or controlled by you; and (iv) all information you provide is true, accurate, current and complete. All such representations and warranties are relied upon by Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club. By applying for registration, you authorize Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club to make any and all enquiries as Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club in their sole discretion considers necessary to verify the information provided by you. Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club may require you to submit such proof of age, identity and place of residence as it may require, at any time. Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club reserves the right to suspend and/or terminate your registration and/or account where it has grounds to suspect that any of your provided information is untrue, inaccurate, not current or incomplete. You maintain the responsibility to promptly update the information provided at registration to keep it true, accurate and complete.
- e. **No Employees.** No employee of Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club or of any of its parent companies, subsidiaries or affiliates, licensees, advertising, promotional or other agencies, software suppliers and/or developers is permitted to win any prizes on the Site. Any such person found to have violated this provision shall not be entitled to collect any winnings.
- f. **One Account Only.** You may only register one account for yourself. You hereby acknowledge and agree that you shall not register more than one account, for your self. If it is determined that you have registered more than one account, then you acknowledge and agree that you shall not be eligible to win any prizes and you may be excluded from play.
- g. **Affirmation of Skill & Fairness.** YOU HEREBY ACKNOWLEDGE AND AGREE THAT TOURNAMENT SWEEPSTAKES ARE CONTESTS THAT ARE DETERMINED PRIMARILY BY SKILL AND THAT NO CONSIDERATION IS REQUIRED FOR YOU TO PARTICIPATE IN THE TOURNAMENT SWEEPSTAKES. ADDITIONALLY, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND THAT THESE TERMS AND CONDITIONS ARE FAIR.

5. **Jacks High Club Services:** By completing the Jacks High Club registration, you authorize Atlantic West Fulfillment, Inc. to charge applicable recurring Jacks High Club fees to your designated payment method. Monthly You're your Bet Club members are billed on a 30-day cycle, which begins upon Book You Bet Club registration (or at the end of a limited trial period, if applicable to a promotion that you joined through) and ends 30 days thereafter (each a " Jacks High Club Month"). If you have signed up for an annual or quarterly Jacks High Club plan, you are billed one time at the beginning of each applicable billing period. If you do not cancel before the end of the period, the Jacks High Club will automatically renew your Jacks High Club plan at the end of the period and you will be billed according to the plan you are currently on. If your use of our services is subject to use or sales tax, then Atlantic West Fulfillment, Inc. may also charge you for any such taxes, besides the Jacks High Club fee or other fees published at <http://www.jackshigh.com>. Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club reserve the right to change their fees or billing methods at any time. Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club will post any such changes in this Terms and Conditions section on at least thirty (30) days before they become effective. You are responsible for reviewing the terms and conditions section of the Jacks High Club to obtain timely notice of such changes. Continued use of the Service of thirty (30) days after posting of the changes on <http://www.jackshigh.com>, means that you accept such changes. If you decide that any change is unacceptable, you may cancel your Jacks High Club membership. Atlantic West Fulfillment, Inc will only refund fees that have not accrued to your account before cancellation of your Jacks High Club membership. To cancel your Jacks High Club membership, send an e-mail to support@jackshigh.com.

6. **Cash Prize Awards :**

- a. Our monthly prize amount represents the total cash awarded in any calendar year, divided by the twelve (12) months of that year.

7. **Account Identifiers :**

- a. **Secrecy Obligation:** Once you have selected your screen name and password and have been allocated a unique username, or other appropriate security code ("Identifiers"), it is your responsibility to keep these Identifiers secure and confidential. Some or all of these Identifiers are required to access certain areas of the Site. In the event that you are concerned that they are no longer secure and confidential, you should immediately notify the Jacks High Club by sending an e-mail to support@jackshigh.com, whereupon new Identifiers may be selected and allocated and any future transactions under the previous Identifiers may be voided, at the sole discretion of Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club Without limiting the foregoing, any transactions made and accepted on the Site where your Identifiers have been used (and where you have not previously notified Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club as provided herein) will be treated as valid.
- b. **No Transfer.** Your account is not transferable. Under no circumstances, shall you allow or permit any other person or third party, including without limitation any person under the legal age to participate in tournament sweepstakes, and in no event any person under the age of eighteen (18) years, to use or re-use your account or your Identifiers in such a way that may breach the standards or laws in any Jurisdiction where you are located and/or are a resident, or where such other person is located and/or is a resident. Any person found to have violated this section will not be entitled to collect any prizes or winnings and may be reported to the relevant authorities.

- c. **You Are Responsible.** You agree to be solely responsible for all use of the Site (including without limitation participation in tournament sweepstakes) through the use of any of your Identifiers (except where you have notified the Jacks High Club as provided above) and you agree to indemnify and hold harmless Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club along with its parent company, affiliates, managers, agents and directors, for any and all claims, losses, liability, damages and costs (including attorneys' fees and expenses) arising from such use.
- d. **No Interest.** Any monies or prizes held in your account **shall not** bear interest in your favor. If you win any money or prizes from the tournament sweepstakes, then you are solely responsible for and required to make all arrangements for the payment of any taxes due from you in your applicable Jurisdiction.

8. Account Suspension:

- a. **Right To Cancel Account.** Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club reserve the right to refuse or cancel your registration and/or account for any reason whatsoever at any time with or without notice to you.
- b. **Investigation.** If your account is terminated or suspended, Gold Star Entertainment Group, Inc. Jackshigh.com, and the Jacks High Club reserves the right to determine whether to declare as void any transactions placed by you.

9. Site Use:

- a. **Services May Change or End.** Atlantic West Management S.A, Jackshigh.com, and the Jacks High Club reserves the right, in its sole discretion, at any time and without notice to you, to add, alter or discontinue services offered on the Site without creating any obligation to you
- b. **You Must Obey Guidelines and Rules.** When using the services on the Site, you agree that you are subject to any guidelines, policies or contest rules applicable to such services, which may be posted from time to time. All such guidelines, policies or contest rules are hereby incorporated by reference into these terms. You fully accept that all computer instructions and responses sent over the Internet to and from Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club and/or through use of software will be binding on you. Your commercial use of the Site or any of the online contests is strictly forbidden.
- c. **Telecom and Access Fees.** You are solely responsible for obtaining access to the Site and that access may involve third party fees, including without limitation, Internet service provider, telephone, cable or airtime fees. You are solely responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are solely responsible for all equipment necessary to access the Site.
- d. **Odds, Risk and Fair Play.** You acknowledge and agree that the tournament sweepstakes are skill based contests that measure your ability to play poker and manage risk against the skills of others and that you are not likely to profit from this entertainment endeavor.
- e. **Cheating.** You acknowledge and agree that you shall not cheat, attempt to cheat, or otherwise interrupt or attempt to interrupt the operations of the Site or any particular Site service or contest. If Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club believes in its sole discretion that you have engaged, or attempted to engage, in any act to

cheat, use automated technology or otherwise unfairly alter your likelihood of winning, or to otherwise commit fraud with regard to the Site, then, in such an event, you will forfeit all prizes or winnings to which you may otherwise be entitled, and Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club reserve the right to institute civil or file criminal proceedings against you and to report you to the relevant regulatory authorities.

f. Behavior & Responsibility

- i. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of any Site or use of any portion of the Site for any commercial purposes.
- ii. You shall not register multiple accounts or use any automated technology, including but not limited to robots, scripts, macros, and/or programs, LAN play, or engaging in team play on any Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club web site, including but not limited to the Site. You acknowledge and understand that any attempt to participate in any service offered on any Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club Site by means of automatic, macro, programmed, or similar methods, or to otherwise commit fraud with regard to any Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club Site, will result in civil and/or criminal prosecution, termination of your account, and forfeiture of all winnings to which you may otherwise be entitled.
- iii. You shall accept and abide by the contest rules set forth on the contest rules web page, to be amended from time to time by Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club in the sole discretion of Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club.
- iv. You agree that Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club are not liable for any loss caused by any unauthorized use of your credit card by a third party in connection with any Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club Site or any third party site.
- v. Any attempt to defraud any Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club site through the use of credit cards or any other form of payment, regardless of the outcome, or any failure by you to honor charges or requests for payment will result in immediate termination of your account, forfeiture of any winnings to which you are otherwise entitled, and civil and/or criminal prosecution.
- vi. You agree that Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club are not, and shall not be, responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of any Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club site or your account.
- vii. You, as the holder of your account, are solely responsible for all obligations and are entitled to all benefits there from, and may not allow any other person to access your account, access any Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club site, accept any winnings, or participate in any services using your account information. Your account is not transferable to any other person. By registering and/or participating in any services offered on the <http://www.jackshigh.com> site, you agree to indemnify, defend, and hold Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club harmless from or for any claims, liability, damages, and/or costs

(including attorneys' fees) arising from any use of your account by any person.

- viii. You agree to never transmit data, conversation, or any other information that may be (i) be defamatory or offensive, (ii) slanderous, (iii) rude, (iv) infringe the rights of any third party, (v) provide information regarding playing contests on the Site, or (vi) deemed generally unacceptable behavior in the sole discretion of Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club .

- g. **Computer Errors.** You acknowledge that full freedom from errors and incompleteness is impossible to achieve with respect to computer software. If you become aware that the software contains any error, or is incomplete, you shall immediately notify Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club by e-mail at support@jackshigh.com. You agree to refrain from taking any advantage whatsoever of that error or incompleteness and The Jacks High Club reserves the right to recover any such advantage that you do gain from such error or incompleteness, as well as all associated costs, damages and expenses in making such recovery. Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club will not be liable for any alleged winnings that are, in Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club's sole discretion, the result of a system error or malfunction.

- h. **Verification.** Whenever Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club requests additional verification, proof or documentation from you, including without limitation a copy of your passport, driver's license or utility bill, such materials must be sent by facsimile, mail or such other means of communication specified by Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club. Such materials will become the property of Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club, and will not be returned to you.

- i. **Referrals:**
 - i. If you are a Jacks High Club Member and you refer a "valid person" (as defined below) to The Jacks High Club by having the new "REFERRED" member enter your User Name into the Promotional Code Section of the Jacks High Club Signup Form, and that person becomes a paying member of the Jacks High Club, and remains a paying member for three consecutive months, you will receive twenty five dollars (US\$25.00).

 - ii. A "valid person" must be a new customer (and unique to the Jacks High Club), over the age of 18 that registers for the Jacks High Club and:
 1. Is not registered under any other name or alias
 2. Submits a valid email address
 3. Submits their legal First and Last Name
 4. Submits a complete valid mailing address
 5. Accepts the Jacks High Club Terms & Conditions and
 6. Meets all other qualifications to become Jacks High Club member and to play on the <http://www.jackshigh.com> site as set forth in these terms and conditions, as they may be modified from time to time.

The Jacks High Club reserves the right to determine in its sole discretion whether a customer is a "valid person".

- iii. We may modify any of the terms and conditions of or cancel the referral program, at any time and in our sole discretion, by posting a change or cancellation notice on our site. Modifications may include, for example, changes in the scope of available bonus, and of referral program rules.
 - iv. Any abuse of the referral program may result in the cancellation of the above bonuses or entry, as well as account closure.
- j. **Future Marketing.** You hereby acknowledge and agree that Gold Star Entertainment GROUP, INC., Jackshigh.com, and the Jacks High Club and/or its affiliates may market products and services to you in the future.

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11. **Privacy:**

- a. The <http://www.jackshigh.com> site is not open to anyone under the age of eighteen (18).
- b. Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club site privacy policy is set forth in the Privacy Policy; you hereby agree to the terms of this policy and acknowledge that such terms and policies may be changed without specific notice to you.

12. No Warranty:

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16. **Right To Cancel Contest:** If Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club, its parents, affiliates, managers, or directors determines that operating the tournament sweepstakes is not feasible for any reason, including, but not limited to, a change in the risk of operating the contests, or insufficient participation in the contests, then the tournament sweepstakes may be ended by The Jacks High Club and Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club shall owe you nothing. Gold Star Entertainment Group, Inc., Jackshigh.com, and the Jacks High Club, its parents, affiliates, managers, or directors, may in their sole and absolute discretion have a drawing for any prizes in the event that the tournament sweepstakes is cancelled.

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