



TERMS AND CONDITIONS OF PLAY FOR THE BIG RED KENO APP

By playing the game on a mobile device using the Big Red Keno App (the “App”), you accept all rules of play found in the playbook for the community in which you are playing, and you also accept these terms and conditions of play. Terms defined in the Rules of Play have the same meaning when used in these terms and conditions of play.

To buy a ticket or void a ticket using the App, you must meet all the following conditions:

- You must have an authorized version of the App on your mobile device;
- You must establish and fund a player account using the App;
- You must be at a licensed keno location and within range of the location beacon;

You are solely responsible for writing your own tickets when using the App.

You may void your ticket for any games not yet closed and receive a refund of bets made on those games not yet closed. Once a game is closed, you may not receive a refund for any bets on that game.

If the closing of a game to which your ticket relates is delayed, you may void your ticket for any games not yet closed and receive a refund of bets made on those games not yet closed. Once a game is closed, you may not receive a refund for any bets on that game.

To void a ticket, you must be within range of a beacon at a licensed keno location. When you are within range of a beacon, go to the ticket in the App and click on the three dots (. . .) related to that ticket. If the ticket is voidable, in whole or in part, the option to void will appear and you can follow the steps to do so.

In most cases, tickets winning less than \$1,500 will be paid automatically after all games to which the ticket relates have been closed and played and results are final. If we are unable to pay your ticket automatically, we will attempt to contact you using the contact information you provided for your player account.

If you have a ticket in the App that wins \$1,500 or more, you will receive instructions through the App on how to claim your prize. Prizes of \$1,500 or more may be payable in vouchers redeemable and subject to verification at a separate location.

Your Play+ player account is also governed by:

The Play+ Terms and Conditions found at this link: <https://brk.evdevsites.com/>

The Play+ Frequently asked questions found at this link: <https://brk.evdevsites.com/>

Limitations of Section 613.12 of the Nebraska County and City Lottery Regulations issued by the Nebraska Department of Revenue.

Text of Reg-613.12: A lottery operator may allow participants to establish a player account to be used for lottery play. Such accounts must only be funded with cash, a debit card, the cash balance of a payment application, or a transfer from a deposit account at a financial institution. The player must apply for this account in person with a lottery worker who will confirm their identity unless an alternate method of establishing and maintaining player accounts has been approved by the Department. A participant must not deposit funds into any such account from a debit card transaction if the total amount of funds from all such debit card transactions in that calendar day would exceed \$200. Players purchasing tickets through the operator's digital-on-premises application or operator's tablet must use a player account.

Big Red Keno Response to Reg-613.12:

Big Red Keno has partnered with a company called Sightline Payments LLC, which operates the Play+ service, for payment services within the Big Red Keno App. When a player applies for a player account through the Big Red Keno App, the player will be directed to Sightline/Play+. They will help the player establish a Federal Deposit Insurance Corporation (FDIC) insured bank account at an FDIC regulated and insured banking institution selected by Sightline. All funds of the player account will be held in that account at that bank, and each player account will have the full benefit of FDIC insurance applicable to an individual account.

Big Red Keno holds no player funds through the Big Red Keno App. The Big Red Keno App will call for funds from the player account when needed to pay for a digital ticket and will send keno lottery winnings and refunds to the player account when a digital ticket is completed, and a prize or refund is due to the player. The funds received or paid by Big Red Keno in connection with digital tickets will be treated as funds of the city, county, or village's keno lottery, in accordance with the lottery operator agreement for that city, county, or village and regulations of the Department.

When the player account is established, bank level “know your customer” (KYC) procedures which satisfy federal banking requirements will be applied remotely by Sightline/Play+ to determine the identity and eligibility of the player before the player account is established. No account will be established unless and until the federal KYC requirements are satisfied and the identity and eligibility of the player has been confirmed.

The Play+ system uses the player’s identifying information (listed below) measured against a comprehensive national database of consumer information to verify:

- The social security number provided by the player is valid
- The other information provided by the player is a valid match to the social security number provided by the player
- The player’s age is 19+
- There is no existing player account associated with the Big Red Keno App using the same social security number

Identifying information used:

- Legal name
- Residential address
- Email
- Phone Number
- Date of Birth
- Social Security Number

Unless the Play+ system is successfully able to verify the identity and eligibility of the player, no player account will be issued. The Play+ verification process meets federal banking requirements, and it is the same process that allows the player’s FDIC-insured bank account to be opened.

After a player account is established, funding methods to load funds into the player account at the bank using the Play+ system are limited to methods allowed by Section 613.12 for player accounts, namely:

- Cash, in person at certain Big Red Keno locations, and through remote networks currently including the Green Dot and Vanilla Direct Load networks with a combined total of more than 100,000 participating retailers nationwide.
- Debit card from the player’s existing deposit account at a financial institution (debit card funding limited to \$200 per calendar day per participant).
- Transfer from a deposit account at a financial institution (directly or by use of a payment application).

- Keno lottery winnings or refunds from digital-on-premises tickets purchased by that player using that player account.

Text of Reg-613.12A: *Funds must not be transferred between player accounts.*

Big Red Keno Response to Reg-613.12A:

The Big Red Keno App may not be used to transfer funds between player accounts.

Text of Reg-613.12B: *The operator must take reasonable steps to ensure that a player has only one account.*

Big Red Keno Response to Reg-613.12B:

This system is reviewed for accounts using the same social security number whenever an account is opened. Any duplicate account established by a player is void.

Text of Reg-613.12C: *The operator must not profit from fees associated with opening, maintaining, or closing the account, nor are they permitted to profit from fees charged to the player to deposit or withdraw funds. Operators should take reasonable steps to provide a no-fee option for deposit and withdrawal of funds.*

Big Red Keno Response to Reg-613.12C:

Players may load a player account with cash, and may withdraw cash from a player account, with no fee to the player, at certain Big Red Keno locations. Initially, this service will be available at the main location of the keno lottery in Omaha, Lincoln, Fremont and Norfolk.

Players may be charged load fees for funding a player account pursuant to the various permissible methods (other than cash loads at certain Big Red Keno locations as described above) to help offset the cost of the Play+ program otherwise payable by Big Red Keno to Sightline. Load fees will only be used to offset costs of the Play+ program to Big Red Keno. To the extent that total load fees exceed the total expense of the Play+ program to Big Red Keno, any excess fees will be retained by Sightline and will not be retained by Big Red Keno.

There may be account fees charged to the player by the bank or Play+ from time to time for opening, maintaining or closing a player account, or for other transactions or circumstances in connection with the account. Such fees are charged and retained by the bank or Sightline or paid by the bank or Sightline to third parties. No part of any such fees are ever paid to Big Red Keno. Big Red Keno does not receive and has no connection with or control over any such fees.

Certain players may be eligible to obtain a “Big Red Keno” branded VISA debit card to access funds in the bank account established through the Big Red Keno App. The account access card will allow the player to buy merchandise and services at any retailer that accepts VISA debit cards. These are purchases made outside the keno system, such as merchandise at

any retailer, gas, groceries, food and beverage, or any transaction with any merchant that accepts VISA debit. Generally, there is no direct fee to the debit card holder added to such purchases. A merchant processing fee is paid by the merchant, part of which is received by Sightline, and Sightline has agreed to split such merchant fees received from non-keno debit card purchases with Big Red Keno.

Text of Reg-613.12D: *Operators must not limit the size of the withdrawal from a player account. The operator must take reasonable steps to ensure the identity of the player prior to completing the withdrawal of funds and set reasonable limits regarding hours in which deposits and withdrawals are available and regarding the timing in which fund transactions are considered settled and available for withdrawal.*

Big Red Keno Response to Reg-613.12D:

Big Red Keno, as the operator, will not set any limits on the size of withdrawals from a player account. As all funds in the player account are held outside Big Red Keno in an FDIC-insured bank account, the player always owns and has access to their funds in that account by whatever access methods are provided by the bank from time to time. Sightline, the Play+ system, the bank, the automated clearing house system, and other financial transaction systems may impose limits on the amount that may be loaded or withdrawn in a period of time to or from a player account, subject to applicable law. Such limits may be imposed pursuant to regulation or in response to security, safety, or other concerns. Big Red Keno has no control over the limits so imposed.

Big Red Keno will take reasonable steps to verify the identity of any customer withdrawing cash from a player account in person at a Big Red Keno location.

Regardless of the funding method used, funds are generally available in the player account immediately or within a few minutes after deposit for keno play, withdrawal, or debit card purchases.

Text of Reg-613.12E: *Records pertaining to a player's accounts, including deposits, withdrawals, wagers, and wins must be made available to the verified player upon request within a reasonable time frame at no charge. The operator may specify the manner in which this request is to be made.*

Big Red Keno Response to Reg-613.12E:

All records of the player account will be available to the player through a password-protected online portal provided by Sightline/Play+.

Text of Reg-613.12F: *Operators must take reasonable steps to ensure the security of players' personal information and financial information associated with the account.*

Big Red Keno Response to Reg-613.12F:

Sightline and Big Red will take reasonable steps to protect the personal and financial player information in their respective possessions.

Player access to the mobile application is password protected with password requirements based on National Institute of Standards and Technology-provided industry practices.

All data transmitted between the mobile application and back-end servers is protected. The current mode of protection uses TLS (Transport Layer Security) protocols. Additionally, all sensitive data stored on the application servers is encrypted at rest, currently using 256-bit Advanced Encryption Standard with Galois Counter Mode (AES-GCM) encryption. Sensitive data stored on the application servers for each player is limited to:

- Player Name
- Email Address
- Sightline Member ID (Account ID)
- Keno-only Transactions (no payment data)

Text of Reg-613.12G: An account which has been inactive for more than five years is considered abandoned. Inactive means that the account holder has not made any deposits, withdrawn any money, nor placed any wager via the account. Accounts which are abandoned are not the property of the operator, the sponsoring community, or joint entity created by the county, city, or village pursuant to the Interlocal Cooperation Act and all funds associated with the abandoned account must be referred to the Nebraska State Treasurer Unclaimed Property Division.

Big Red Keno Response to Reg-613.12G:

Because the player account is held in an FDIC insured bank account outside Big Red Keno, the bank holding the account and not Big Red Keno will be responsible for the disposition of unclaimed property under applicable law.

Text of Reg-613.12H: The operator will notify the player if their deposits will be comingled in a single bank account as described in Reg-35-613.12J, as well as providing the insurance limitations of said bank account.

Big Red Keno Response to Reg-613.12H:

Each player has their own bank account and individual account FDIC insurance limit.

Text of Reg-613.12I: The limitations contained in Reg-35-613.12 must be made known to the player when creating their player account.

Big Red Keno Response to Reg-613.12I:

The limitations of Section 613.12 are being made known to the player through these terms and conditions available to the player through the Big Red Keno App.

Text of Reg-613.12J: Unless an alternate method of establishing and maintaining player accounts has been approved by the Department, the operator will establish a separate non-interest bearing bank account at a financial institution which will receive the deposits for the player accounts. No funds from any other source are permitted in this account. This account will only be used for the following purposes: transferring funds to and from the prize account for the community or joint entity created by the county, city, or village pursuant to the Interlocal Cooperation Act, accepting deposits from players, placing wagers, receiving winnings to be credited to the player accounts, and be used to fund player account withdrawals. With the permission of each sponsoring community or joint entity created by the county, city, or village pursuant to the Interlocal Cooperation Act, an operator who is licensed in more than one community may comingle the player account funds from multiple communities into a single bank account. The financial institution must insure deposits up to the standard limit required by the Federal Deposit Insurance Corporation (FDIC), and the operator will make clear to the community and those who have player accounts what the insurance limits are.

Big Red Keno Response to Reg-613.12J:

The Department has approved an alternate method of establishing and maintaining player accounts for the Big Red Keno App. Under that alternate method, Big Red Keno holds no player account funds, obviating the need for the account described in Section 613.12J. All funds received from or disbursed to players by Big Red Keno pursuant to Big Red Keno App are funds of the keno lottery for the respective community and are maintained pursuant to the relevant lottery operator agreement with the community and regulations of the Department.