

PLEASE READ VERY CAREFULLY THESE TERMS, CONDITIONS AND GUARANTEE BEFORE PURCHASING THE ENTIRE PACKAGE OF WINBIGATVIDEOKENO™. YOUR PURCHASE INDICATES THAT YOU ACCEPT THESE TERMS, CONDITIONS AND GUARANTEE. **IF YOU DO NOT ACCEPT THESE TERMS, CONDITIONS AND GUARANTEE, PLEASE DO NOT PURCHASE THE WINBIGATVIDEOKENO™ PACKAGE.**

This agreement ("Agreement") between You and Chart Marketing, Inc., dba WinBigAtVideoKeno™ ("WinBigAtVideoKeno™"), ("The Parties") consists of the WinBigAtVideoKeno™ Online Package (the "Package") Standard Terms, Conditions and Guarantee ("Terms, Conditions and Guarantee"). A description of the Package, as generally offered by WinBigAtVideoKeno™, is available at the WinBigAtVideoKeno™ URL, located at <http://www.winbigatvideokeno.com>, or other such site (s) as WinBigAtVideoKeno™ may provide from time to time. "You" or "Customer" means any entity identified in an enrollment form submitted by the same or affiliated persons, and/or any agency or network acting on its (or their) behalf, which shall also be bound by the terms of this Agreement.

1. PACKAGE PARTICIPATION

Participation in the Package is subject to WinBigAtVideoKeno™ prior approval and your continued compliance with these Terms, Conditions and Guarantee. WinBigAtVideoKeno™ reserves the right to refuse participation to any applicant or participant at any time in its sole discretion.

By purchasing the Package, You represent that You are at least 18 years of age. For the avoidance of doubt, any reference in this Agreement or the Package Policies to an individual "Web Page", "Web Site", "Web Site Page" or the like that is part of the Site will also mean feeds distributed through the Site. Thank you for using WinBigAtVideoKeno™. By accessing and using WinBigAtVideoKeno™ Site, you are agreeing to be legally bound by these Terms of Use.

2. GENERAL

WinBigAtVideoKeno™ may change these Terms of Use from time to time. The changes will appear in these Terms of Use so be sure to check back periodically. Your use of the Site after any changes have been posted will constitute your Agreement to the modified Terms of Use and all of the changes. You understand and agree that WinBigAtVideoKeno™ may discontinue or change the Site at any time, without notice. You also understand and agree that WinBigAtVideoKeno™ may discontinue or restrict your use of this Site for any reason without notice.

3. COPYRIGHT AND LIMITATIONS ON USE

The content displayed on the Site, including the selection, arrangement and design of the content of the Site ("Content") is the property of WinBigAtVideoKeno™ or its licensors, and is protected by copyright and other intellectual property laws. This Site and the Content may be used only for your personal and non-commercial use and may not be edited or modified for any purpose. You agree to include the phrase "Used with permission from WinBigAtVideoKeno™" when you display or otherwise use the Content. All rights not expressly granted herein are hereby reserved. You may not use the Site for any unlawful purpose. The Site includes facts, views, opinions and recommendations of individuals and organizations deemed of interest. WinBigAtVideoKeno™ and its licensors are not giving investment advice, tax advice, legal advice, or other professional or personal advice. WinBigAtVideoKeno™ and its licensors do not guarantee or warrant the accuracy, completeness or timeliness of, or otherwise endorse, these views, opinions and recommendations. You should always seek the assistance of a professional for advice on investments, tax, the law, or other professional and personal matters.

4. DISCLAIMER OF WARRANTIES AND LIABILITY

DUE TO THE NUMBER OF SOURCES FROM WHICH THE CONTENT IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN SUCH CONTENT AND THE SITE. THE CONTENT AND THE SITE ARE PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. WINBIGATVIDEOKENOTM AND ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, TIMELINESS, NONINFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT AVAILABLE THROUGH THE SITE, OR THE SITE ITSELF, AND WINBIGATVIDEOKENO™ HEREBY DISCLAIMS ANY SUCH EXPRESS OR IMPLIED WARRANTIES. NEITHER WINBIGATVIDEOKENOTM NOR ANY OF ITS AFFILIATES, AGENTS OR LICENSORS WILL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY, OTHER THAN DEATH OR PERSONAL INJURY RESULTING DIRECTLY FROM USE OF THE SITE, CAUSED IN WHOLE OR PART BY ITS NEGLIGENCE OR CONTINGENCIES BEYOND ITS CONTROL IN PROCURING, COMPILING, INTERPRETING, REPORTING OR DELIVERING THE SITE AND ANY CONTENT AT THE SITE. IN NO EVENT WILL WINBIGATVIDEOKENOTM, ITS AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH CONTENT OR THE SITE. WINBIGATVIDEOKENO™ AND ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES (INCLUDING, WITHOUT

LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES), OTHER THAN DIRECT DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES OR THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES, PARTS OR ALL OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

5. LINKS TO THIRD PARTY SITES

This Site may contain hyperlinks to web sites operated by persons other than WinBigAtVideoKenoTM. Such hyperlinks are provided for your reference and convenience only. You agree not to hold WinBigAtVideoKenoTM responsible for the content or operation of such web sites. A hyperlink from this Site to another web site does not imply or mean that WinBigAtVideoKenoTM endorses the content on that web site or the operator or operations of that site. You are solely responsible for determining the extent to which you may use any content at any other web sites to which you might link from this Site.

6. ADDITIONAL LEGAL TERMS

These Terms of Use, your rights and obligations, and all actions contemplated by these Terms of Use will be governed by the laws of the United States of America and the State of Kansas, as if these Terms of Use were a contract wholly entered into and wholly performed within the State of Kansas. These Terms of Use will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any provision in these Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision. These Terms of Use are the entire and final Agreement regarding this Site and its Content, and supersede any prior or contemporaneous communications between WinBigAtVideoKenoTM and you regarding this Site and its Content.

7. CHAT, CONTACT US AND LETTERS TO THE EDITOR

Certain areas of this Site may enable you to access a chat service (the "Chat Service"); contact us (the "Contact Us") and send responses to the editor (the "Letters to the Editor Service"). The Chat Service, Contact Us and the Letters to the Editor Service are free services provided to users of the Site and may be terminated at any time without notice. By sending a message or letter for posting to the Chat Service or the Letters to the Editor Service, you agree to be bound by the following Terms, Conditions and Guarantee. If you do not want to be bound by these terms, then do not use the Chat Service, Contact Us or the Letters to the Editor Service.

Messages and letters posted by WinBigAtVideoKeno™ to The Chat Service, Contact Us and the Letters to the Editor Service are selected by WinBigAtVideoKeno™ in its sole discretion from among those messages and letters sent by users of the Site. WinBigAtVideoKeno™ has the right to refuse to post or remove, edit or abridge any message, letter or posting for any reason and to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, all in WinBigAtVideoKeno™'s sole discretion. You agree to be fully responsible for your own postings and agree to access and use The Chat Service, Contact Us and the Letters to the Editor Service at your own risk on an as-is basis. By sending a message or letter for posting in The Chat Service, Contact Us and the Letters to the Editor Service, you are granting WinBigAtVideoKeno™ a perpetual, royalty-free and irrevocable right and license to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, publicly perform, sublicense, create derivative works from, transfer, and sell such message and letter and to use your name and other identifying information you provide in connection with that message or letter. You agree to indemnify and hold WinBigAtVideoKeno™ and its affiliates and their respective officers, directors and employees harmless from any claims, damages, losses or costs (including reasonable attorney's fees) that arise out of any of your postings and any material contained therein, including, without limitation, any material posted or otherwise provided by you that infringes any copyright, trademark, intellectual property right of any person or defames any person or violates any person's rights of publicity or privacy.

8. PRIVACY AND USE OF INFORMATION

If you are outside the United States, you understand and agree that by providing WinBigAtVideoKeno™ any information about yourself, you are consenting to the transfer of that information to the United States.

9. COMPLETE AGREEMENT, CHANGES TO THE TERMS, CONDITIONS AND GUARANTEE

These Terms, Conditions and Guarantee represent the entire understanding relating to the use of the Site and prevail over any prior or contemporaneous, conflicting or additional, communications. WinBigAtVideoKeno™ shall have the right to revise and modify the Terms, Conditions and Guarantee at any time by posting the revised Terms, Conditions and Guarantee on the Site. Any use of the Site after such posting shall be deemed to constitute acceptance of the revised Terms, Conditions and Guarantee by You.

10. TRADEMARKS

WinBigAtVideoKeno™, the WinBigAtVideoKeno™ logo, other registered trademarks or service marks, all other products, company names or other marks appearing on this Site are the trademarks of their respective owners. Nothing

contained in the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark displayed on the Site without prior written permission of WinBigAtVideoKenoTM or other trademark owners.

11. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless WinBigAtVideoKenoTM, its officers, directors, employees, members, agents and affiliates from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your breach of the Terms, Conditions and Guarantee.

12. CHARGES, TERM OF AGREEMENT, TERMINATION AND SURVIVING PROVISIONS

Charges. All charges for the Package are made at the time You subscribe ("Subscription").

13. QUESTIONS

Please email us at support@WinBigAtVideoKeno.com with any questions you have about these Terms, Conditions and Guarantee.

14. AVAILABILITY OF THE SITE

You acknowledge that it is technically impossible to provide the Site free of faults and that we do not undertake to do so; that faults may lead to the temporary unavailability of the Site; and that the operation of the Site may be adversely affected by conditions and performances outside our control, including, without limitation, transmission and telecommunications links between us and you and between us and other systems and networks.

15. INTELLECTUAL PROPERTY

You acknowledge that all copyright, trademarks and all other intellectual property rights in the Content shall remain vested in us or our licensors.

16. NO WAIVER

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

17. SEVERABILITY

The Parties in no way intend to include herein any provision that contravenes the public policy of any state or state. Therefore, if any provision of this Agreement

is held by any court or administrative agency to be prohibited, unenforceable or otherwise void pursuant to any law, regulation, rule or public policy applicable to this Agreement, such provision shall not be deemed a part of this Agreement and the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

18. PERSONAL INFORMATION POLICY

We explicitly ask when we need information that personally identifies you ("Personal Information"). We provide your Personal Information when necessary to third parties from whom you purchase products and/or services through the Site. We also use your Personal Information to operate the Site and to keep you up to date with new features of the Site. We may occasionally, use your Personal Information to inform you of new services and products from us. We may also provide your Personal Information to carefully selected third parties. To make sure that your Personal Information for your member registration is correct and up to date, you should review and update your personal information regularly.

19. INFORMATION WE COLLECT

When you visit any page on this Site, we use standard Web server log files to monitor and evaluate this Site's technical capability and performance. We use this information to find out how many people visit, to determine the areas of greatest interest on this Site, and to make improvements to this Site. We also collect and store personal information that you provide voluntarily when using this Site, including, for example,

- Survey information and/or Site registrations
- Online registration information
- Online order information
- Payment Information

If you register or create an online account, or request any of our other services, we collect your

- Full name
- Address
- Email address
- Telephone number
- Date of birth
- Payment information
- How you specifically use this Site

How We May Use Your Personal Information to:

- Complete any registration, purchases, or other transactions you request online to improve this Site

- Improve our products and services, and identify, develop, and offer products and services that may be of interest to our visitors
- Personalize your experience on this Site, and customize the content and/or format of the pages you visit
- Notify you about updates, products, services, and/or special offers from WinBigAtVideoKeno™, its affiliates, and selected third parties
- Ask you to participate in brief surveys
- Generate aggregate statistical studies and conduct research related to our products and services and the use this Site

20. DISCLOSURE OF YOUR PERSONAL INFORMATION

We disclose your personal information to certain third parties to provide the products and services you have requested online. For example, when you register for an online account, we will provide certain registration information to companies with whom we arrange for those services to be provided. When you request other services, we will provide your personal data to third-party companies with whom we arrange for those services to be provided. We may also disclose information to third parties that provide administrative or processing services for us, for example, printing, mailing, and payment processing. Our contract with these third parties prohibits them from using information except to provide the product or service you requested. We may also disclose personal information collected on the Site, in accordance with applicable law, to assert or defend our rights and property, to prevent harm to others, to collect a debt, or in response to legal processes such as subpoenas.

21. LINKS TO OTHER SITES

This Site may contain links to other web sites. WinBigAtVideoKeno™ does not control the privacy policies or practices of these web sites. You should review those policies before providing any information. PokeRhthym is not responsible for the content or practices of any linked web sites, and we provide these links solely for the convenience and information of our visitors.

22. COOKIES

We may place a small text file, called a cookie, on your hard drive when you visit this Site. The cookie gives you a unique, random ID, which helps us to recognize you on a subsequent visit to this Site.

23. SECURITY

WinBigAtVideoKeno™ has established safeguards to help prevent unauthorized access to or misuse of your personal information, but cannot guarantee that your personally identifiable information will never be disclosed in a manner inconsistent with this Privacy Policy (for example, as a result of unauthorized acts

by third parties that violate applicable law or relevant web policies).

If you register for a Web account, you may be asked to select a password to help protect your information. These passwords help us verify your identity before granting access or making corrections to any of your personal information. You should never disclose your password to anyone. WinBigAtVideoKeno™ will never ask you for your password in an unsolicited phone call or e-mail. You are responsible for maintaining the secrecy of your passwords and any account information.

When you provide credit card information, it is transmitted using SSL technology to help prevent unauthorized access to or misuse of that information. You will know that SSL is being used when you see a full yellow key in a blue box in the lower left-hand corner of your Netscape browser or a full "lock" in the status bar of your Internet Explorer browser.

WinBigAtVideoKeno™ has contracted with PayPal to host our online store. PayPal uses its own Secure Sales Server technology (S3) along with Netscape's SSL encryption technology on every order transaction.

24. CHANGES

WinBigAtVideoKeno™ may change this policy to respond to new laws, regulations, technology, or for other business reasons. Please check this Site from time to time to review any such changes. If you have any questions or comments about the ets.org privacy or security policies, you may contact us at support@winbigatvideokeno.com.

25. GUARANTEE

Providing You do not violate any provisions in this Agreement, WinBigAtVideoKeno™ offers a 30-day, 100% money-back guarantee ("Guarantee") on the purchase of the Package, if You can furnish your documented use of the Package to the sole satisfaction of WinBigAtVideoKeno™ where such satisfaction by WinBigAtVideoKeno™ will not be unreasonably withheld. Said documented use will be a complete and total recap of your use of the Package, where said use incorporates the principles, strategies and process contained in the Package, your winnings, your losses, approximately how many 5 out of 8s, 6 out of 8s, 7 out of 8s and 8 out of 8s you hit, the length of time you played, where you played and the amount of your wager per pull.