

Winalia – Terms of Service

Last updated: [15/02/2026]

1. WINALIA.GG

1.1. Operator

The website www.winalia.gg and its associated services (the “Platform”, “Winalia”, the “Service”) are owned and operated by **Avenis**, a French *société par actions simplifiée* (SAS), with registered office at **60 rue François 1er, 75008 Paris, France**, registered with the Trade and Companies Register (RCS) under number **942 368 895** (“Winalia”, “we”, “us”, “our”).

1.2. Nature of the Services

Winalia provides **online skill-based competitive gaming services**, including in particular:

- **“WinaMatch”**: skill-based competitive matches (including 1v1, 2v2, 3v3 or 4v4 formats) in which players stake an entry amount denominated in **Winalia Coins**, and where the winner receives predefined winnings.
The outcome of each WinaMatch is determined **exclusively by player performance**, without any element of chance.
 - **“Ranked”**: Winalia’s **free competitive ladder**, allowing players (including Fortnite players in Realistic 1v1 formats) to compete, climb a **global live leaderboard**, and earn predefined **seasonal rewards** (for example, a €1,000 monthly prize pool or its equivalent in Winalia Coins).
 - Any other **skill-based competitions, tournaments, or events** introduced by Winalia from time to time.
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1.3. Third-Party Service Providers

Winalia uses **third-party service providers** for services including, but not limited to:

- payment processing;
- **AML / KYC identity verification;**
- hosting and infrastructure;
- fraud detection and monitoring;
- analytics, email, and messaging services.

Such providers operate under their own terms and policies and may be located **within or outside the European Union**.

1.4. Dual Balance System – Winalia Coins and Withdrawable Balance

Winalia operates a dual-balance internal accounting system composed of:

1. **Winalia Coins (“W-Coins”) – Playable Balance**
2. **Withdrawable Balance (€)**

1.4.1. Winalia Coins (W-Coins)

Winalia Coins are internal virtual play credits used exclusively within the Platform.

W-Coins:

- are credited when a user makes a deposit;
- operate under a fixed internal accounting rate of 1 W-Coin = €1;
- are non-withdrawable;

- are non-refundable, except where required by mandatory law;
- do not constitute electronic money, cryptocurrency, legal tender, security, or financial instrument;
- have no value outside the Winalia Platform.

Deposits made on the Platform are converted into W-Coins and credited as Playable Balance.

Deposited W-Coins may only be used to:

- enter WinaMatch;
- enter paid competitions or tournaments;
- purchase digital goods or VIP memberships;
- access other services expressly offered by Winalia.

Deposited W-Coins cannot be directly withdrawn or redeemed for fiat currency.

1.4.2. Withdrawable Balance (€)

The Withdrawable Balance represents net winnings earned exclusively through validated WinaMatch competitions.

Withdrawable Balance:

- is denominated in euros (€);
- may be withdrawn subject to AML/KYC verification and compliance checks;
- may be converted into W-Coins for gameplay purposes;
- cannot be increased through direct deposits.

Only Withdrawable Balance may be subject to withdrawal requests.

Deposited funds (converted into W-Coins) are strictly non-withdrawable.

1.4.3. Automatic Conversion Mechanism

When entering a WinaMatch:

- W-Coins (Playable Balance) are used first;
- if insufficient, available Withdrawable Balance may be automatically converted into W-Coins;
- such conversion is final and irreversible.

This mechanism exists solely to ensure operational fluidity and does not create any right to reverse conversion of deposited W-Coins into fiat currency.

1.4.4. No Payment Service Function

Winalia is not a payment institution and does not provide money transfer services.

The dual-balance structure is designed exclusively for participation in skill-based competitions and compliance with applicable AML / CTF regulations.

Winalia may modify the internal structure of W-Coins and Withdrawable Balance to comply with legal, regulatory, or payment service provider requirements.

Winalia does not provide stored-value services, digital wallet services, remittance services, or payment instrument functionality.

The Platform is designed exclusively to facilitate participation in skill-based competitions and associated reward distribution.

1.5. No Gambling or Games of Chance

Winalia is **not a gambling operator** and does **not** offer:

- games of chance;
- betting or sports betting services;
- lotteries or raffles;
- casino-style games;
- or any activity where the outcome is determined by randomness.

All competitions offered on Winalia are **skill-based**, and winners are determined solely by **objective and measurable in-game performance**.

Winalia does not determine match outcomes, does not influence in-game mechanics, and does not control the external game environment.

Match results depend exclusively on the performance of the participating players within third-party game environments.

2. IMPORTANT NOTICE

2.1. Binding Agreement

By registering an account on the Platform, accessing or using any part of the Service, participating in WinaMatch, entering Ranked competitions, **using Winalia Coins**, making deposits, or requesting withdrawals, you enter into a **legally binding agreement** with Winalia and agree to be bound by:

- these **Terms of Service** (the “Terms” or “Agreement”);
- the **Privacy Policy**;
- the **Cookie Policy**;
- the **AML / Counter-Terrorist Financing (CTF) Policy**;

- the **KYC (Know Your Customer) Policy**, including any applicable **verification levels and withdrawal thresholds**;
- the **Coin Mixing Policy** (where applicable);
- any **specific rules** applicable to you, including but not limited to competition rules, WinaMatch rules, Ranked rules, VIP rules, referral program rules, or promotional terms.

All such documents form an **integral part of this Agreement** and are incorporated herein by reference.

2.2. Understanding of the Terms

You must read this Agreement carefully before using the Platform.

If you do not fully understand your rights, obligations, or the consequences of using the Platform — including those relating to **Winalia Coins, identity verification requirements, withdrawal conditions, or compliance obligations** — you are encouraged to seek **independent legal advice** in your jurisdiction before proceeding.

2.3. Acceptance as a Condition of Use

If you do not agree with these Terms, or with any policy or rule incorporated by reference, you must **not register, access, or use** the Platform or any of its Services.

2.4. Updates and Continued Use

Winalia may update or amend these Terms from time to time to reflect legal, regulatory, technical, or operational changes.

By continuing to access or use the Platform after updated Terms are made available, you are **deemed to have accepted** the revised version of the Agreement.

If you do not agree with an updated version, you must immediately stop using the Platform and may request account closure in accordance with these Terms.

3. GENERAL

3.1. Entire Agreement

This Agreement constitutes the **entire, complete, and legally binding contract** between you (“User”, “Player”, “you”, “your”) and Winalia governing your access to and use of the Platform and the Services.

It supersedes and replaces any prior agreements, communications, or understandings, whether written or oral, relating to the subject matter hereof.

3.2. Entry into Force

These Terms enter into force and become binding when you:

- tick the box confirming your acceptance of the Terms during the registration process; and
- successfully create a **Winalia account** (the “Winalia Account”).

By doing so, you acknowledge that you have read, understood, and accepted these Terms and all policies incorporated by reference.

3.3. Amendments to the Terms

Winalia may amend, update, or modify these Terms at any time, in particular to reflect:

- legal or regulatory developments (including AML/KYC obligations);
- changes, additions, or improvements to Winalia’s products, services, or features (including Winalia Coins or competition formats);
- security, compliance, risk management, or fraud-prevention requirements;
- operational, technical, or infrastructure constraints.

3.4. User Notification and Responsibility

Where changes are considered **material**, Winalia will take reasonable steps to inform users (for example, via a notice on the website, in-account notification, or email).

However, it remains **your responsibility** to regularly review the most up-to-date version of these Terms before continuing to use the Platform.

3.5. Order of Precedence

In the event of any conflict or inconsistency between these Terms and any other document, policy, or rule applicable to the Platform (other than mandatory provisions of applicable law), **these Terms shall prevail**.

3.6. Language

These Terms may be made available in multiple languages for convenience purposes only. In the event of any discrepancy, inconsistency, or interpretation issue, the **English version shall prevail and shall be the sole legally binding version**.

4. WINALIA ACCOUNT

4.1 Registration

4.1.1.

To use the Service, you must personally create a **Winalia Account** and complete the registration process.

4.1.2.

During registration, you must provide accurate and complete information, which may include:

- email address;
- username;
- password;
- country of residence;
- date of birth and other identification data, where requested.

4.1.3.

Winalia may request **additional information or documentation at any time** in order to comply with **KYC, AML/CTF, sanctions screening, fraud prevention, or regulatory obligations**, including the completion of **applicable verification levels** required to access certain features (such as withdrawals or WinaMatch).

4.1.4.

Winalia reserves the right, at its sole discretion, to **refuse any registration** or **close any account** that does not meet its eligibility, compliance, or risk criteria, or that appears **false, incomplete, inconsistent, unverifiable, or suspicious**.

4.2 Eligibility and Territorial Restrictions

You are solely responsible for ensuring that your access to and use of the Platform is lawful in your country of residence and at your physical location at the time of access.

By accessing or using Winalia, you represent and warrant that:

- the skill-based competitions and related monetary features offered on the Platform are not prohibited in your jurisdiction;
- you are not subject to any local restriction preventing your participation;
- you assume full responsibility for compliance with the laws applicable in your jurisdiction.

Winalia does not provide legal advice regarding local gaming, financial, or regulatory requirements.

Notwithstanding the above, Winalia reserves the right, at its sole discretion and at any time, to:

- restrict, suspend, or limit access to certain features in specific jurisdictions;
- block deposits, participation, or withdrawals;
- request additional proof of residence or verification;
- comply with any legal, regulatory, payment service provider, or sanctions-related obligation.

Access to the Platform remains subject to international sanctions regimes and applicable compliance requirements.

Any attempt to circumvent legal or compliance measures through VPNs, proxy services, identity concealment, or misleading information constitutes a material breach of these Terms.

4.3 Accuracy and Updates

4.3.1.

You represent and warrant that all information you provide to Winalia is **true, accurate, current, and complete**.

4.3.2.

You agree to **promptly update** your information if it changes (including address, email, name, residency, or identity details).

4.3.3.

Winalia may **suspend, restrict, or limit access** to your account or certain features if your information appears **incorrect, inconsistent, outdated, or unverified**, pending clarification or verification.

4.4 Single Account Policy

4.4.1.

Each **natural person** is permitted to hold **one (1) single Winalia Account**.

4.4.2.

Creating or using multiple accounts (“multi-accounting”), including through different names, email addresses, devices, IPs, or payment methods, is **strictly prohibited**.

4.4.3.

If Winalia has reasonable grounds to believe that you operate or control multiple accounts, it may, at its discretion:

- suspend or close all related accounts;
- void or reverse WinaMatch results and winnings;
- **retain or freeze Winalia Coins or balances**, as permitted by law and AML/CTF obligations;
- permanently bar you from the Platform.

4.4.4.

If you believe you have inadvertently created more than one account, you must notify Winalia immediately. Winalia will determine, at its discretion, the appropriate corrective action.

4.5 Account Security

4.5.1.

You are solely responsible for maintaining the **confidentiality and security** of your login credentials.

4.5.2.

Any activity performed using your credentials is presumed to have been performed by you. You must notify Winalia **immediately** if you suspect unauthorized access or misuse.

4.5.3.

Winalia shall not be liable for losses resulting from unauthorized access where you failed to protect your credentials (including sharing credentials, weak passwords, or failure to log out on shared devices).

4.5.4.

Winalia strongly recommends enabling all available security features (such as **two-factor authentication**) when offered.

4.6 Suspension and Closure by Winalia

4.6.1.

Winalia may suspend, restrict, or close your account, with or without prior notice where permitted by law, if it reasonably believes that:

- a) you have breached these Terms or any Winalia policy;
- b) you have provided false, misleading, or incomplete information;
- c) you are involved in cheating, collusion, match manipulation, abuse, or unfair advantage;
- d) you are involved in suspected **fraud, chargebacks, identity theft, money laundering, terrorist financing, or AML/CTF risks**;
- e) you are attempting to evade a prior ban or restriction;
- f) you access Winalia from a **restricted, prohibited, or sanctioned jurisdiction**;
- g) Winalia is required to act by law, regulation, court order, payment service provider request, or competent authority.

4.6.2.

In such cases, Winalia may:

- freeze or withhold Winalia Coins or funds during investigation;
- void or reverse match results and winnings;
- retain certain amounts as permitted by law;

- report activity to payment providers, game publishers, or authorities where required.

4.6.3.

Where legally permitted, Winalia will inform you of the reasons for suspension or closure, unless disclosure is prohibited (including due to AML/CTF confidentiality obligations).

4.7 Closure by You

4.7.1.

You may request closure of your Winalia Account at any time by contacting support, subject to ongoing investigations, chargebacks, or legal obligations.

4.7.2.

Before closure, Winalia may require you to complete withdrawals of eligible **Withdrawable Balance (€)** or provide payment details for any final settlement, subject to applicable KYC/AML verification requirements and compliance checks.

Winalia Coins (deposited funds) are non-withdrawable and cannot be redeemed in fiat currency upon account closure.

4.7.3.

Account closure does not affect Winalia's rights relating to **prior breaches, outstanding obligations, investigations, AML/CTF reporting, or legal enforcement.**

5. YOUR WARRANTIES

5.1. User Representations and Warranties

By using Winalia, you represent, warrant, and agree that all of the following statements are true, accurate, and continuously applicable throughout your use of the Platform:

Capacity and Responsibility

a) You are **at least eighteen (18) years old**, or the legal age of majority in your jurisdiction, whichever is higher;

- b) You have **full legal capacity** to enter into this Agreement and to comply with all obligations arising from it;
 - c) You are acting **solely on your own behalf** and not on behalf of any third party, nominee, intermediary, or beneficial owner;
 - d) You use the Service **exclusively for personal, private, non-professional, non-commercial, and non-business purposes**.
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Jurisdiction and Legality

- e) You access and use Winalia **only from jurisdictions where skill-based competitive gaming is lawful**;
 - f) You will **not use VPNs, proxies, Tor, location masking, false information, or similar tools** to circumvent geographic, sanctions, regulatory, or access restrictions;
 - g) You acknowledge that it is **your sole responsibility** to verify the legality of Winalia in your jurisdiction and that Winalia **does not provide legal or regulatory advice** regarding local laws.
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Funds, Winalia Coins, Taxes and AML/KYC

- h) Any **Winalia Coins acquired through deposits or other means** originate from **legitimate sources** and are **not derived from illegal, criminal, or prohibited activities**;
 - i) You will not deposit funds or acquire Winalia Coins using **payment methods that you do not own, control, or have lawful authorization to use**;
 - j) You will not attempt to withdraw Winalia Coins or equivalent value to **payment methods that you do not own or control**;
 - k) You acknowledge and accept that **access to certain features**, including withdrawals or WinaMatch, may be **conditional upon completing applicable KYC verification levels**, and that failure to complete such verification may result in restrictions or suspension;
 - l) You are **solely responsible** for the declaration and payment of any **taxes, duties, or charges** applicable to your winnings, prizes, or rewards under the laws of your jurisdiction;
 - m) You acknowledge that participation in **WinaMatch involves a financial risk**, including the possibility of losing Winalia Coins, and that Winalia is **not responsible for such losses**;
 - n) You will not use Winalia to **conceal, move, convert, or disguise funds**, nor to evade sanctions, financial controls, AML/CTF regulations, or reporting obligations.
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Behaviour and Integrity

o) You will not engage in **cheating, collusion, match-fixing, outcome manipulation, or any form of unfair advantage**;

p) You will not harass, insult, threaten, abuse, or intimidate other users or Winalia staff;

q) You will not attempt to **reverse engineer, exploit, overload, disrupt, or interfere** with the Platform, its security systems, APIs, infrastructure, or integrity.

5.2. Consequences of Breach

Any breach of the warranties set forth in this Section may result, **without limitation**, in:

- immediate suspension or permanent closure of your Winalia Account;
 - restriction or loss of access to the Platform or specific features;
 - cancellation, reversal, or forfeiture of winnings or Winalia Coins, where permitted by law;
 - reporting to **payment service providers, verification partners, game publishers, or competent authorities**, where required or appropriate.
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6. WINALIA'S WARRANTIES

6.1. Winalia's Commitments

Winalia undertakes to use **reasonable care and appropriate means**, proportionate to the nature of its activity as a **non-gambling, skill-based competitive gaming platform**, to:

a) manage **user funds and Winalia Coins** in a secure and appropriate manner, consistent with the nature of the services provided and applicable regulatory obligations;

b) maintain **robust technical and organizational security measures** designed to protect user accounts, transactions, and personal data against unauthorized access, loss, or misuse;

c) process personal data in accordance with the **Privacy Policy**, applicable data protection laws, and regulations, including the **General Data Protection Regulation (GDPR)**;

d) implement and maintain an **AML / Counter-Terrorist Financing (CTF) compliance program** proportionate to its risk exposure, transaction volumes, and the nature of deposits, use, and withdrawals of Winalia Coins;

e) monitor suspicious, abnormal, or potentially unlawful activity and **cooperate with competent authorities**, payment service providers, or verification partners when required by law or regulation.

6.2. No Warranty of Continuous or Error-Free Service

Winalia does **not warrant** that the Platform or the Services will be:

a) free from errors, bugs, interruptions, or security vulnerabilities;

b) compatible with all devices, operating systems, browsers, networks, or user configurations;

c) free from delays, latency, outages, degraded performance, or service interruptions caused by factors **outside Winalia's reasonable control**, including but not limited to:

- third-party game servers (e.g. Fortnite servers);
 - Internet backbone or network failures;
 - hosting providers or cloud infrastructure;
 - third-party service providers, APIs, or payment processors.
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7. DEPOSITS

7.1 Purpose of Deposits

To participate in WinaMatch or access certain paid features of the Platform, you may deposit funds using the payment methods made available on the Platform.

All deposits are converted into Winalia Coins (W-Coins) and credited as Playable Balance at a fixed internal rate of 1 W-Coin = €1.

Deposits do not create a withdrawable cash balance in euros.

Deposited funds, once converted into W-Coins, are strictly non-withdrawable, except where required by mandatory applicable law.

7.2 Nature of Deposited Funds

By making a deposit, you acknowledge and agree that:

- Deposited amounts are converted into W-Coins;
 - W-Coins are virtual play credits usable exclusively within the Platform;
 - Deposited W-Coins cannot be redeemed, refunded, or withdrawn in fiat currency;
 - Winalia does not operate as a payment institution or money remittance service.
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7.3 Authorized Payment Methods

Deposits must be made exclusively using payment methods owned and controlled by you.

Winalia reserves the right to refuse, suspend, or reverse deposits that:

- originate from third-party or unauthorized payment instruments;
 - appear fraudulent or high-risk;
 - violate AML / CTF or sanctions regulations;
 - are restricted by jurisdictional rules (see Section 14 and Section 4.2).
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7.4 Jurisdictional Deposit Restrictions

Deposits may be restricted or unavailable in certain jurisdictions due to legal, regulatory, compliance, sanctions, or payment service provider requirements.

Winalia reserves the right to restrict, block, or reverse deposits originating from jurisdictions deemed high-risk or restricted.

7.5 Deposit Limits

Winalia may impose minimum and maximum deposit limits per transaction, per day, per payment method, per verification level, or per jurisdiction.

Such limits may be adjusted at any time for compliance, risk management, or operational reasons.

7.6 Deposit Credit Timing

Deposits are credited as W-Coins only once confirmed by the payment service provider.

Winalia is not responsible for delays caused by third-party payment providers.

8. WITHDRAWALS

8.1 Withdrawal Eligibility

Only the **Withdrawable Balance (€)** may be subject to withdrawal requests.

Withdrawable Balance consists exclusively of net winnings earned through validated WinaMatch competitions.

Winalia Coins (W-Coins) credited through deposits are strictly non-withdrawable.

Withdrawal eligibility is subject to:

- compliance with this Agreement;
- completion of required KYC verification levels;
- AML / CTF review and monitoring;

- anti-mixing requirements (see Section 16);
 - jurisdictional restrictions (see Section 14 and 7.4).
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8.2 Minimum Withdrawal Amount

The minimum withdrawal amount is €10 (or equivalent Withdrawable Balance), unless otherwise stated on the Platform.

8.3 Automatic Conversion for Gameplay

Withdrawable Balance may be converted into W-Coins for the purpose of entering WinaMatch or competitions.

Such conversion is final and irreversible.

Converted amounts become W-Coins and are no longer withdrawable.

8.4 Jurisdictional Withdrawal Restrictions

Monetary withdrawals may be restricted or unavailable in certain jurisdictions due to legal, regulatory, compliance, or payment service provider requirements.

Winalia reserves the right to block, delay, or cancel withdrawal requests where required to comply with applicable laws or sanctions regimes.

8.5 Processing Times

Subject to successful completion of all required checks and absence of investigation:

- VIP users: typically within 24 hours;
- Standard users: up to three (3) business days.

These timeframes are indicative only and not guaranteed.

8.6 AML / KYC and Verification

Before approving a withdrawal, Winalia may require:

- completion of applicable KYC level;
- submission of identity documents;
- proof of address;
- proof of ownership of the payment method;
- explanation of transaction patterns, where required.

Failure to provide requested documentation may result in:

- withdrawal delay;
- withdrawal rejection;
- account suspension.

8.7 Withdrawal Blocking and Reversal

Winalia may delay, suspend, or permanently block a withdrawal request if:

- suspicious or abnormal activity is detected;
- anti-mixing requirement has not been satisfied;
- fraud, cheating, chargeback abuse, or manipulation is suspected;
- the user has violated territorial restrictions;
- required by payment service providers or competent authorities.

Winalia may freeze or retain funds where legally permitted.

8.8 No Payment Service Function

Winalia does not provide money transmission or wallet services.

Withdrawals are strictly limited to net winnings generated through participation in skill-based competitions.

Winalia may refuse withdrawals where use of the Platform resembles deposit recycling, fund transfer activity, or misuse inconsistent with competitive gaming.

9. PLAYER FUNDS PROTECTION & CHARGEBACKS — MODIFIED

9.1. Protection of Player Funds

Winalia implements organizational and accounting measures designed to ensure that **Winalia Coins credited to user accounts** are managed in a manner **separate from Winalia's operational funds**, to the extent required by applicable law and consistent with the nature of Winalia's activity as a **skill-based competitive gaming platform**.

Nothing in this Agreement shall be construed as creating a trust, escrow, or fiduciary relationship, except where explicitly required by mandatory law.

For clarity, Winalia Coins (deposited funds) and Withdrawable Balance (net winnings) are accounted for separately within Winalia's internal systems.

For clarity:

- Winalia Coins (Playable Balance) represent internal virtual play credits resulting from deposits.

- Withdrawable Balance (€) represents net winnings earned through validated competitions.
 - These balances are accounted for separately within Winalia's internal systems.
 - Winalia does not operate a safeguarded e-money wallet, nor does it hold funds as a deposit-taking institution.
 - The structure implemented does not create a trust, escrow, custodial, or fiduciary relationship beyond what is required by mandatory law.
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9.2. Chargebacks, Reversals and Payment Abuse

If Winalia incurs **chargebacks, payment reversals, disputes, penalties, or losses** as a result of your actions or omissions, including but not limited to:

- use of **stolen, unauthorized, or third-party payment methods**;
- fraudulent or misleading payment activity;
- abusive or unjustified chargebacks;
- violation of payment service provider rules;

Winalia reserves the right to, **without limitation and where permitted by law**:

- deduct the corresponding amounts, **including any related fees or penalties**, from your **Winalia Coins balance**;
 - suspend or permanently close your Winalia Account;
 - offset any amounts owed against **future deposits, winnings, or withdrawal requests**;
 - initiate **debt recovery procedures or legal action**, where necessary.
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9.3. Right of Set-Off

You expressly authorize Winalia to **set off** any amounts you owe to Winalia against any **Winalia Coins balance**, winnings, pending withdrawals, or other amounts payable to you under this Agreement, to the extent permitted by applicable law.

10. PARTICIPATION IN WinaMatch AND COMPETITIONS

10.1. Eligibility to Participate

You may participate in WinaMatch and other competitions offered on the Platform, provided that:

- you have sufficient Winalia Coins available in your Winalia Account **or sufficient Withdrawable Balance available for automatic conversion into Winalia Coins;**
 - you comply with all applicable rules, formats, eligibility conditions, and verification requirements;
 - you are not suspended, restricted, banned, or under investigation by Winalia.
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10.2. User Responsibility Before Joining

Before joining a WinaMatch or competition, you are solely responsible for verifying and accepting:

- the **entry amount denominated in Winalia Coins;**
- the match format (1v1, 2v2, 3v3, 4v4, or other supported formats);
- the platform and technical requirements (PC / console, cross-play rules, regional or device restrictions);
- the game mode, scoring system, and win conditions (for example first to 1, 2, 3, 4, or 5 rounds);

- any **specific rules, limitations, or conditions** displayed on the match creation, lobby, or confirmation screen.
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10.3. Confirmation and Locking of Participation

Once you confirm your participation in a WinaMatch or competition:

- the applicable **entry amount in Winalia Coins** is deducted from your account;
- the match is considered **confirmed and locked**.

You may not unilaterally cancel, revoke, or withdraw from the match after the applicable deadline or once the match has started, except where expressly permitted by Winalia's rules.

10.4. Failure to Join or Participate

If you fail to join the opponent's lobby, game session, or required environment within the allotted time:

- you may be deemed to have **forfeited the match**;
 - your **entry Winalia Coins may be forfeited**;
 - your opponent may be **declared the winner** and receive the corresponding winnings.
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10.5. Technical and Third-Party Limitations

You acknowledge and accept that **network issues, device malfunctions, software bugs, latency, or third-party game server outages** may affect match execution or results.

Winalia shall not be responsible for issues arising from:

- your equipment, device, console, or PC;
 - your Internet connection or local network;
 - third-party game servers, publishers, or services (including, without limitation, Fortnite servers).
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11. MATCH CONFIRMATION, RESULTS AND DISPUTES

11.1. Match Result Recording

Match results may be determined and recorded by Winalia through one or more of the following methods:

- **automatic recording**, where technically available;
 - **manual reporting** by players, in accordance with the procedures defined on the Platform;
 - **verification by Winalia moderators**, based on available evidence, including but not limited to screenshots, video recordings, in-game statistics, match replays, or system logs.
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11.2. Dispute Initiation

In the event of a disagreement or dispute regarding a match outcome, you may submit a dispute **exclusively through the procedures provided on the Platform and within the applicable time limits** defined by Winalia.

Disputes submitted outside the permitted timeframe or through unofficial channels may be rejected without review.

11.3. Evidence Requirements

You may be required to provide **sufficient and relevant evidence** to support your claim, including but not limited to:

- screenshots;
- video recordings;
- replay files;
- in-game scoreboards or statistics.

Failure to provide adequate evidence within the requested timeframe may result in your dispute being **dismissed or rejected**.

11.4. Authority of Winalia Records

Winalia's **internal systems, logs, and records** — including server logs, transaction records, timestamps, and technical data — shall be deemed **accurate, authoritative, and binding** in the event of any conflict between player statements and system data, except in cases of **manifest and demonstrable technical error**.

11.5. Moderation Powers

Winalia reserves the right, at its sole discretion, to:

- **void or cancel a match** if applicable rules were not followed or if cheating, collusion, abuse, or manipulation is suspected;
 - **declare a winner** based on the available evidence and internal records;
 - **order a rematch**, where appropriate and technically feasible, without any obligation to do so.
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11.6. Finality of Decisions

Decisions made by Winalia regarding **match validation, results, disputes, and sanctions** are **final and binding**, subject only to mandatory provisions of applicable law.

12. BONUSES, REWARDS, RANKED & PROMOTIONS

12.1. Rewards and Promotional Programs

Winalia may offer, at its sole discretion:

- **Ranked seasonal rewards**, including prize pools (for example a €1,000 monthly prize pool or its equivalent in Winalia Coins);
 - **Winalia Coins rewards**, earned through Ranked performance, achievements, or promotional actions;
 - **VIP and loyalty benefits**;
 - **referral or affiliate program bonuses**;
 - **promotional events, missions, challenges, and competitions.**
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12.2. Specific Terms

Each Ranked season, promotion, reward program, or bonus scheme may be governed by **specific terms and conditions**, which form an integral part of this Agreement.

Participation in any such program implies **full acceptance** of the applicable specific rules, including eligibility, duration, limits, and verification requirements.

12.3 Nature of Winalia Coins and Rewards

Winalia Coins (“W-Coins”) are internal virtual play credits used exclusively within the Platform.

W-Coins:

- are credited upon deposit or granted as part of Ranked rewards, promotions, or loyalty programs;
- operate at a fixed internal rate of 1 W-Coin = €1 for accounting purposes;
- are non-withdrawable;
- are not legal tender, electronic money, cryptocurrency, security, or financial instrument;
- have no value outside the Winalia Platform.

W-Coins may be used solely to:

- enter WinaMatch;
- enter paid competitions or tournaments;
- purchase digital goods or VIP memberships;
- access other services expressly offered by Winalia.

W-Coins cannot be redeemed for fiat currency.

Rewards and Withdrawable Balance

Where a user earns monetary winnings through validated WinaMatch participation:

- such winnings are credited to the user's **Withdrawable Balance (€)**;
- only Withdrawable Balance may be eligible for withdrawal;
- such withdrawal remains subject to AML/KYC verification and jurisdictional restrictions.

In certain jurisdictions, monetary rewards and withdrawals may be restricted or unavailable due to local legal, regulatory, or compliance requirements.

Modification and Enforcement

Winalia reserves the right to:

- modify, suspend, or adjust reward structures;
- impose eligibility criteria based on jurisdiction, verification level, or compliance requirements;
- cancel or revoke rewards in cases of fraud, multi-accounting, cheating, abuse, or breach of these Terms.

12.4. Modification, Eligibility and Enforcement

Winalia reserves the right, at any time and at its sole discretion, to:

- modify, suspend, extend, or discontinue any **Ranked structure, reward, bonus, or promotional program**;
- define or adjust **eligibility criteria**, including but not limited to region, activity level, account status, **verification level**, or risk profile;
- withhold, adjust, cancel, or revoke rewards or bonuses in cases of **fraud, multi-accounting, abuse, collusion, cheating, or violation of these Terms or any applicable rules**.
-

13. AUTHORITY / TERMS OF SERVICE

13.1. Authority and Interpretation

By using Winalia, you expressly acknowledge and agree that:

- **Winalia is the final authority** regarding the interpretation, application, and enforcement of these Terms of Service and any related rules, policies, or competition conditions;
 - **Winalia's internal systems, logs, databases, records, and technical data** shall prevail in the event of any disagreement, dispute, or inconsistency, except in cases of **manifest and demonstrable error**.
-

13.2. Enforcement Powers

To ensure **compliance, integrity, security, regulatory conformity, and fair use** of the Platform, Winalia may take any action it reasonably deems necessary, including but not limited to:

- **adjusting, freezing, reversing, or withholding Winalia Coins** or other internal reward units, where permitted by law;
- cancelling, voiding, re-scoring, or invalidating matches or competitions;
- restricting, suspending, or permanently closing user accounts or access to certain features;
- reporting suspicious, abusive, fraudulent, or unlawful conduct to **payment service providers, verification partners, game publishers, or competent authorities**, where required or appropriate.

Such measures may be taken **with or without prior notice**, subject to applicable legal and regulatory obligations.

14. PROHIBITED USES

14.1. Permitted Purpose of Use

Winalia is intended **exclusively for personal, private, non-commercial, and skill-based competitive gaming purposes**.

You must not:

- use the Platform **on behalf of any third party**, nominee, intermediary, or for any **commercial, professional, or business purpose**;
 - sell, rent, lend, assign, or otherwise **transfer your Winalia Account** or grant access to it to any third party;
 - use or deploy **bots, scripts, macros, automation tools, artificial intelligence, or “ghost players”** to play, simulate activity, manipulate results, or gain an unfair advantage.
-

14.2. AML, Sanctions, and Illicit Use

You must not use Winalia, directly or indirectly, for any form of:

- **money laundering or terrorist financing**;
 - **sanctions evasion**, including dealings with sanctioned individuals, entities, or jurisdictions;
 - **fraud, identity theft, payment abuse**, or any other unlawful or criminal activity.
-

14.3 Jurisdictional Compliance

Certain features of the Platform may be restricted or unavailable in specific jurisdictions for legal, regulatory, licensing, AML/CTF, sanctions, or payment service provider reasons.

Winalia reserves the right to:

- restrict account functionality based on location;
- block deposits, participation, or withdrawals;
- request additional verification;

- suspend or terminate accounts where jurisdictional restrictions apply.

Winalia may determine user location using IP address, device data, payment method country, KYC documentation, and other technical indicators.

Any attempt to bypass compliance controls constitutes a material breach of this Agreement.

14.3.1 Location Determination

For compliance purposes, Winalia may determine a user's location using:

- IP address;
- device data;
- payment method country;
- KYC documentation;
- behavioral or technical indicators.

In case of discrepancy between declared residence and detected location, Winalia may restrict access pending clarification.

14.3.2 Circumvention

Any attempt to circumvent geographic or regulatory restrictions, including through VPNs, proxies, identity concealment, or third-party intermediaries, constitutes a serious breach of this Agreement.

Such conduct may result in:

- immediate suspension or permanent account closure;
- forfeiture of balances, where legally permitted;

- reporting to payment service providers or competent authorities.
-

14.4. Circumvention of Restrictions

Any use of **VPNs, proxies, Tor networks, location masking, false information, identity concealment, or similar means** to bypass **geographic, age, identity, sanctions, or legal restrictions** constitutes a **material breach** of these Terms.

Such breach may result in **immediate suspension or permanent closure** of your Winalia Account and, where permitted by applicable law, **freezing, withholding, or forfeiture of Winalia Coins**, without prejudice to any additional legal or regulatory action.

15. KYC (KNOW YOUR CUSTOMER) AND IDENTITY VERIFICATION

15.1. Risk-Based KYC Framework

Winalia applies a **risk-based KYC (Know Your Customer) framework** designed to comply with applicable AML / CTF regulations while remaining proportionate to its activity as a **skill-based competitive gaming platform**.

This framework is based on:

- **progressive identity verification levels;**
 - monitoring of transactions, behavior, and usage patterns;
 - verification requirements linked to **cumulative withdrawals, risk profile, and regulatory obligations.**
-

15.2. Verification Levels

Level 1 – Personal Information Declaration

(Required to request withdrawals)

You must provide and confirm the accuracy of the following personal information:

- first name and last name;
- date of birth;
- country of residence and full address;
- confirmation that all information provided is **true, accurate, and complete**.

Failure to complete Level 1 verification will prevent any withdrawal request.

Level 2 – Identity Document Verification

You must provide a **valid government-issued identity document**, such as:

- national identity card (front and back);
- passport;
- driving licence (where legally acceptable).

The document must be:

- valid and not expired;
- clearly readable;
- submitted via Winalia's secure verification process.

Level 2 verification may be required once your **cumulative withdrawals exceed a defined threshold**, or earlier where required by **risk indicators, AML/CTF obligations, or payment service provider requirements**.

Level 3 – Proof of Address Verification

You must provide a **recent proof of address**, such as:

- utility bill;
- bank statement;
- tax notice or official administrative document;

issued within the **last six (6) months**, clearly showing your full name and address.

Level 3 verification may be required for **higher cumulative withdrawals**, elevated risk profiles, or specific payment methods.

15.3. Additional Verification Rights

Notwithstanding the verification levels described above, Winalia reserves the right to **request additional information or clarification** at any time where justified by:

- AML / CTF regulations;
- fraud prevention or sanctions screening;
- payment service provider requirements;
- instructions from a competent authority.

Such requests do **not** create an additional public verification level and are applied on a **case-by-case basis**.

15.4. Consequences of Non-Compliance

Refusal or failure to provide required verification documents within a reasonable timeframe may result in, without limitation:

- suspension or restriction of deposits and withdrawals;
- temporary or permanent account suspension or closure;

- blocking or forfeiture of Winalia Coins, to the extent permitted by applicable law and AML/CTF regulations;
 - reporting to payment service providers or competent authorities, where required.
-

16. AML / CTF & ANTI-MIXING MEASURES

16.1. AML / CTF Framework

Winalia maintains and applies an internal **Anti-Money Laundering and Counter-Terrorist Financing (AML / CTF) program** consistent with:

- applicable **European Union AML directives**;
- French regulatory expectations, including those of **TRACFIN**;
- the nature, scale, and risk profile of Winalia as a **skill-based competitive gaming platform**.

This program is designed to prevent the Platform from being used for illicit financial purposes while remaining proportionate to its activities.

16.2. Monitoring and Risk Detection

Winalia applies **transaction monitoring, behavioural analysis, and technical controls** (including device, IP, and account pattern analysis) to detect, among other things:

- rapid or repeated **deposit-withdrawal cycles**;
- repeated small deposits with **little or no genuine gameplay**;
- **multi-accounting**, account sharing, or ban evasion;
- gameplay or usage patterns **inconsistent with normal skill-based competition**;
- use of **high-risk payment methods**, jurisdictions, or transaction structures.

16.3 Anti-Mixing Rule (Mandatory 1× Gameplay Requirement)

To reduce the risk of fund cycling, wallet misuse, or use of the Platform as a pass-through payment mechanism, Winalia applies the following safeguard:

Each deposit converted into Winalia Coins (W-Coins) must be used at least once in a genuine WinaMatch before any resulting winnings may become eligible for withdrawal.

This requirement:

- applies exclusively to deposited W-Coins;
- is an AML / CTF compliance safeguard;
- does not constitute a gambling wagering requirement;
- does not alter the skill-based nature of WinaMatch;
- exists solely to prevent deposit recycling and financial misuse of the Platform.

For clarity:

- Deposited W-Coins are non-withdrawable.
- Only net winnings generated through validated WinaMatch participation are credited to the Withdrawable Balance (€).
- Only Withdrawable Balance may be eligible for withdrawal, subject to compliance checks.

If gameplay activity appears artificial, collusive, abusive, or inconsistent with normal competitive participation, Winalia may:

- delay or block withdrawals;

- request additional verification or explanation;
 - suspend or restrict the account;
 - report suspicious activity to competent authorities where required.
-

16.4. Controls, Restrictions and Requests

Winalia may **delay, restrict, condition, or block withdrawals** and may request **additional explanations or supporting information** if:

- suspicious or abnormal activity is detected;
- unusual transaction or gameplay patterns emerge;
- AML / CTF risk indicators or red flags are identified;
- required by payment service providers or internal risk policies.

Such measures are applied proportionately and in accordance with applicable law.

16.5. Reporting Obligations

Where required by law or regulation, Winalia may **report suspicious transactions or behaviours** to **TRACFIN** or any other competent authority.

Such reporting may be carried out **without prior notice to the user**, where notification is prohibited by AML / CTF confidentiality obligations.

17. FAIR PLAY, ANTI-CHEAT AND COMPETITIVE INTEGRITY

17.1. Prohibited Conduct

You must not engage in any form of cheating, unfair play, or competitive manipulation, including but not limited to:

- use of **aimbots, wallhacks, macros, scripts, automation tools**, or any other prohibited software or hardware assistance;
- use of **modified, cracked, emulated, or unauthorized game clients**;
- **input manipulation**, packet injection, memory editing, data interception, or tampering with game or network data;
- **account sharing, selling, renting, or lending** for the purpose of gaining an advantage;
- **match-fixing**, intentional losing (“throwing”), boosting, win-trading, or artificial ranking inflation;
- **collusion** with opponents or teammates to manipulate outcomes, rewards, or rankings;
- **exploitation of bugs, glitches, or unintended mechanics**, whether or not publicly known.

17.2. Detection and Evidence

Winalia may use **technical detection tools**, internal monitoring systems, **manual reviews**, user reports, and **external evidence** (including logs, gameplay data, replays, screenshots, videos, and publisher-provided information) to detect cheating, abuse, or violations of competitive integrity.

You acknowledge that **circumstantial, technical, and behavioural evidence**, when assessed together, may be sufficient to support an enforcement decision.

17.3. Sanctions and Enforcement

Where Winalia reasonably determines that cheating, collusion, or manipulation has occurred, it may, at its sole discretion and without limitation:

- **void, cancel, or adjust** affected matches, rankings, or results;
- **forfeit or revoke winnings, rewards, bonuses, or Winalia Coins** obtained directly or indirectly;
- **suspend or permanently close** your account;
- **ban associated accounts, devices, identifiers, or access points**;
- **report the behaviour** to relevant game publishers, anti-cheat partners, payment service providers, or competent authorities, where required or appropriate.

Such measures may be applied **with or without prior notice**, subject to applicable legal requirements.

18. EQUIPMENT, TECHNICAL ISSUES AND AVAILABILITY

18.1. User Equipment and Configuration

You are solely responsible for:

- your **hardware, devices, and peripherals** (PC, console, controllers, accessories);
 - your **software environment**, including operating system, drivers, firmware, and game client;
 - your **internet connection**, network configuration, bandwidth, latency, and stability;
 - ensuring that your system meets all **technical, performance, and compatibility requirements** necessary to access and participate in games and competitions offered through the Platform.
-

18.2. Technical Limitations and Third-Party Services

Winalia shall not be liable for any loss, damage, disruption, or adverse outcome resulting from:

- connection drops, latency, lag, packet loss, jitter, or local or regional network congestion;
 - device or software failures, crashes, freezes, overheating, hardware malfunction, or user-side configuration errors;
 - outages, maintenance, bugs, updates, or failures affecting **third-party game servers or services**, including but not limited to **Fortnite** or other publisher-operated infrastructure.
-

18.3. Platform Availability

Winalia does not guarantee uninterrupted or continuous availability of the Platform.

Winalia may **temporarily suspend, restrict, or limit access** to all or part of the Platform without liability in order to:

- perform maintenance, upgrades, updates, or security patches;
 - respond to security incidents or technical issues;
 - comply with legal, regulatory, or authority requirements;
 - address events of **force majeure** or circumstances beyond its reasonable control.
-

19. SOFTWARE, IP AND THIRD-PARTY CONTENT

19.1. Winalia grants you a **limited, non-exclusive, non-transferable, revocable license** to access and use the Platform solely for personal skill-based competitions, in accordance with these Terms.

19.2. You may not:

- Copy, distribute, adapt or modify the software or any part of the Platform;
- Attempt to reverse-engineer, decompile or disassemble it, except where explicitly allowed by mandatory law;
- Use bots, automated systems or scraping tools to interact with the Platform or collect data;
- Access the Platform to develop or operate a competing service or for data mining purposes beyond what is necessary for normal personal use.

19.3. Any third-party content or tools (for example game APIs, payment gateways, analytics or communication services) are subject to their own terms and conditions. Winalia is not responsible for their availability, performance or content.

20. ERRORS

20.1. In the event of an obvious error or malfunction (technical, display, data, or calculation) affecting balances, match results, rewards, promotions or any other element:

- Winalia may correct the error;
- Adjust your balance;
- Void, recalculate or re-run affected matches;
- Reverse improperly granted rewards or winnings.

20.2. You must notify Winalia immediately if you become aware of an error, anomaly or bug, and you must not seek to exploit it. Exploiting errors or bugs may result in sanctions under Section 21.

21. BREACH AND SANCTIONS

21.1. If you breach any part of this Agreement or any applicable policy, Winalia may, without prejudice to any other rights, take one or more of the following actions:

- Issue a warning;
- Temporarily suspend your account or certain features;
- Permanently close your account;
- Void or reverse matches, rankings, rewards and winnings;
- Retain or block funds where permitted by law and AML/CTF rules;
- Report your conduct to payment providers, game publishers or competent authorities.

21.2. You agree to indemnify and hold harmless Winalia, its affiliates and staff against any claims, damages, losses or costs (including reasonable legal fees) arising out of or related to your breach of these Terms, misconduct or misuse of the Platform.

22. LIMITATION OF LIABILITY

22.1. To the maximum extent permitted by law, Winalia shall not be liable for:

- Indirect, incidental, consequential or punitive damages;
- Loss of profits, data, reputation, opportunities or business;
- Failures or delays caused by payment providers, banks, game publishers or other third parties;
- Issues related to your devices, software, operating system, internet connection or configuration.

22.2. In any case, and to the maximum extent permitted by applicable law, Winalia's total aggregate liability towards you for any claim related to the Platform, the Service, or these

Terms shall not exceed the total net **Withdrawable Balance actually paid out to you** during the twelve (12) months preceding the event giving rise to the claim.

For the avoidance of doubt, Winalia Coins (Playable Balance) do not constitute a liability exceeding their internal accounting value and remain subject to the limitations and conditions set out in this Agreement.

22.3. Nothing in these Terms excludes or limits Winalia's liability for fraud, wilful misconduct, or any liability that cannot legally be excluded or limited under applicable law.

23. INTELLECTUAL PROPERTY

23.1. All trademarks, logos, names, graphics, design, text, code, and content on Winalia are the exclusive property of **Avenis** or its licensors and are protected by intellectual property laws.

23.2. You may not use, reproduce or display Winalia's brand elements (including the name Winalia, logo, visual identity and slogans) without prior written authorization from Winalia.

24. DISPUTES AND COMPLAINTS

24.1. If you have a complaint or dispute relating to the Platform or the Service, you should first contact **support@winalia.gg** with all relevant details and evidence.

24.2. Winalia will handle complaints fairly and reasonably and will attempt to respond within a reasonable time, taking into account the nature of the request and any legal obligations.

24.3. If you are not satisfied with the outcome and local consumer law provides additional avenues, you may use the appropriate mechanisms (for example mediation, consumer authority, or courts as set out in Section 26).

25. MODIFICATION OF TERMS

25.1. Winalia may update these Terms at any time.

25.2. Updated Terms will be published on the Platform and will take effect upon publication or on the specified effective date. The “Last updated” date at the top of this document will be changed accordingly.

25.3. Continued use of Winalia after the update constitutes acceptance of the new Terms. If you do not agree with the updated Terms, you must stop using the Platform and may request account closure.

26. GOVERNING LAW AND JURISDICTION

26.1. This Agreement is governed by **French law**, without prejudice to any mandatory consumer protection rules that may apply in your country of residence within the European Union.

26.2. Unless mandatory law provides otherwise, any dispute arising out of or in connection with this Agreement, the Platform or the Service shall be subject to the exclusive jurisdiction of the **Courts of Paris, France**.

27. SEVERABILITY

27.1. If any provision of these Terms is held invalid or unenforceable by a court or competent authority, the remaining provisions shall remain valid and enforceable.

27.2. The invalid or unenforceable provision shall, where possible, be replaced by a valid provision that most closely reflects the original intent.

28. ASSIGNMENT

28.1. Winalia may assign, transfer or delegate its rights and obligations under these Terms to any affiliated entity or third party in connection with a merger, acquisition, reorganization, sale of assets or internal restructuring.

28.2. You may not assign or transfer your rights or obligations under these Terms without Winalia’s prior written consent.

29. MISCELLANEOUS

29.1. No failure or delay by Winalia in exercising any right, power or remedy under these Terms shall be deemed a waiver of that right, power or remedy.

29.2. These Terms, together with the referenced policies and specific rules, constitute the entire agreement between you and Winalia regarding the use of the Platform and supersede any prior agreements or understandings relating to the same subject matter.

29.3. Nothing in these Terms creates a partnership, joint venture, employment, fiduciary or agency relationship between you and Winalia.

30. CONTACT

For any question about these Terms or the Service, you may contact:

Winalia / Avenir

60 rue François 1er

75008 Paris

France

Email: support@winalia.gg