



# MEMBER APPLICATION AND TERMS AND CONDITIONS

**Complete and mail with payment to: Lotto Magic, 21 Racetrack Road, Ft Walton Beach FL 32547**

I have read and understand the Terms and Conditions of membership on the reverse side of this form and by my signature below agree with them. I have read the benefits of the three different types of club membership and hereby apply for membership for the type I have indicated below.

- I wish to become a **Lotto Magic Mega Captain** (includes Florida Lottery, Powerball, Mega Money & Mega Millions) and pay my membership fees monthly from my checking account. I have enclosed a check payable to Lotto Magic for \$240 (plus any fees for additional options below) for my first months membership along with a voided check for future monthly payments. I have also completed the reverse side of this application and understand I may cancel at any time by mail or fax to (850) 864-2345.
- I wish to become a **Lotto Magic Mega Captain** (includes Florida Lottery, Powerball, Mega Money & Mega Millions) and pay on a quarterly basis. Enclosed is my first 3 months membership payment of \$720 (Cash, check, or money order).
- I wish to become a **Lotto Magic Power Captain** (includes both Powerball and Florida Lottery) and pay my membership fees monthly from my checking account. I have enclosed a check payable to Lotto Magic for \$120 (plus any fees for additional options below) for my first months membership along with a voided check for future monthly payments. I have also completed the reverse side of this application and understand I may cancel at any time by mail or fax to (850) 864-2345.
- I wish to become a **Lotto Magic Power Captain** (includes both Powerball and Florida Lottery) and pay on a quarterly basis. Enclosed is my first 3 months membership payment of \$360 (Cash, check, or money order).
- I wish to become a **Lotto Magic Team Captain** (includes Florida Lottery Only) and pay my membership fees monthly from my checking account. I have enclosed a check payable to Lotto Magic for \$50 (plus any fees for additional options below) for my first months membership along with a voided check for future monthly payments. I have also completed the reverse side of this application and understand I may cancel at any time by mail or fax to (850) 864-2345.
- I wish to become a **Lotto Magic Team Captain** (includes Florida Lottery only) and pay on a quarterly basis. Enclosed is my first 3 months membership payment of \$150 (Cash, check, or money order).

**Additional Options:**

- Please sign me up for the **Internet Marketing Power Pak**. I understand this is an additional \$9.95 monthly fee.
- Please send me the Distributor Kit. I am enclosing an additional \$35. Contains marketing materials and 100 post cards and labels.
- I do not have Internet Access and I am not signing up for ACH AutoPay & Direct Deposit. Please send statements by mail. Enclosed is an additional \$3 (\$9 if paying quarterly).

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_

**Your Member ID\*** \_\_\_\_\_

**Your Sponsor's ID** \_\_\_\_\_

*\* Your Member ID# is normally made up of the first letter of your last name and the last 4 digits of your Social Security number, for example "A1234". We will require your SSN when your earnings exceed \$600 in any calendar year.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

*If you have Internet Access, please provide your email address and a desired password.  
Once your application is processed, you will receive a confirmation email and link to the back office.*

Email address \_\_\_\_\_

Backoffice Password \_\_\_\_\_

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# LOTTO MAGIC MEMBERSHIP TERMS AND CONDITIONS

In accordance with the terms and conditions in this Agreement, I hereby submit my application to become a Member of **Lotto Magic** ("Company") and hereby state that:

1. I am of legal age in the state or province in which I reside to enter into this Agreement.
2. The acceptance of this Application does not constitute the sale of a franchise or distributorship and there are no territories granted to anyone. No franchise fees have been paid and I am not acquiring any interest in a security by the acceptance of this Agreement. The Company reserves the right to accept or decline any application for membership.
3. I understand that as a Member I am an independent contractor; not an agent, employee, representative, or franchisee of the Company. I will set my own hours and determine my own location to make sales within the guidelines of this Agreement. As an independent contractor, I will be personally responsible for all federal, state/provincial, and local income and employment taxes, statutory contribution to federal, state/provincial and local governments; sales taxes and/or all license fees incidental to carrying on business as a Member.
4. I agree to represent the company's Commission Plan fairly and completely and understand that no earnings are guaranteed from participation in the Commission Plan.
5. Upon my death this agreement will become part of my estate.
6. I will make no statements, disclosures or representation in the selling of the Company's goods or in the referring of new members other than those contained in approved Company literature. All advertising and marketing materials must be previously approved for Member use by the Company.
7. The Company does not sell lottery tickets nor does it operate a lottery. The Company is not connected to or affiliated or approved by any state or multi-

state lottery. The Company provides free lottery tickets to its members as a benefit of their memberships.

8. Member can upgrade, downgrade or cancel their membership at any time by notifying the Company in writing by mail, fax or email.

9. All Captains agree that they only receive 50% of any personal lottery ticket winnings from the lottery tickets that the Company buys for them. They will also receive ticket winnings from qualified club members in accordance with the Company's commissions schedule.

10. The Company will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control. These events include (but are not limited to): civil commotion, riots, invasions, war, fire, explosions, storm, flood, hurricane, disrupted use of public or private telecommunications networks, the postponement or cancellation of any lottery drawing, delays, losses, errors, or omissions in or made by the postal service or by the banking system.. We will make all reasonable endeavors to find a solution to any of these problems despite those events.

11. Returned checks are referred to Check Recovery Systems Inc. for collection.

12. This membership agreement is performable in Fort Walton Beach, Florida. Any legal action concerning this membership agreement shall be brought to the applicable court serving Fort Walton Beach, Florida.

13. Refund policy: You will receive a refund of 100% of any unused membership fees upon request in writing (fax, email, mail).

14. Privacy policy: Your information will not be sold or transferred to any third party whatsoever. We will only contact you with periodic updates or issues that affect your Lotto Magic membership.

## Lotto Magic Payment/Deposit Authorization

Please debit my monthly membership fee from the checking account I have indicated below. I will notify you by mail, fax or email if I want you to stop.

**.....YOU MUST INCLUDE A VOIDED CHECK FROM THIS ACCOUNT (must be U.S. funds on U.S. bank) .....**

Bank Name \_\_\_\_\_

Bank Address, City, State, Zip \_\_\_\_\_

Bank Routing # (9 digits) \_\_\_\_\_ Your Acct # \_\_\_\_\_

Account type: \_\_\_\_\_ Checking/Draft

Please initial: \_\_\_\_\_ Direct Payment Authorization (we take membership dues from your account)

\_\_\_\_\_ Direct Deposit Authorization (we put payments into your account)

I (we) hereby authorize Lotto Magic, hereinafter called "Company" to initiate entries and, if necessary, debit corrections and adjustment entries to my (our) account at the financial institution listed above. This authority is to remain in full force and effect until Company has received written notification from the recipient of its termination in such a time and manner to afford Company a reasonable time to act upon it. Autopayments are processed between the 20th and end of each month.

Recipient Signature \_\_\_\_\_ Date: \_\_\_\_\_

Recipient Printed Name \_\_\_\_\_ Your Member ID# \_\_\_\_\_

*(The same ID# you selected on the other side.)*

**Send to: Lotto Magic, 21 Racetrack Road NE, Ft. Walton Beach, FL 32547  
or Fax to (850) 864-2345**