



# MEMBER APPLICATION AND TERMS AND CONDITIONS

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 four (4) different types of club membership and hereby apply for membership for the type I have indicated below.

- Team Player**      **\$25.00 per month**  
Receive all club benefits including free tickets in the Florida LOTTO.
- Power Player**      **\$50.00 per month**  
Receive all club benefits including free tickets in the Florida LOTTO and POWERBALL.
- Team Captain**      **\$50.00 per month**  
Receive all club benefits including free tickets in the Florida LOTTO. Earn commissions on member referrals.
- Power Captain**      **\$100.00 per month**  
Receive all club benefits including free tickets in the Florida LOTTO and POWERBALL. Earn commissions on member referrals

The following items are optional:

- Distributor Kit**      **\$25.00 one-time charge**  
Team Captains and Power Captains can use these materials to start referring new members to the club and earning commissions. **BONUS:** Includes 100 marketing postcards w/ mailing labels!!!
- Internet Marketing Power Pack**      **\$9.95 per month**  
Experienced internet marketers will appreciate this special marketing website that includes presentation videos and autoresponder followup messages.
- Monthly Autopayment**  
Check this box if you would to automatically make your monthly membership payment from the checking account you are showing below. Please include voided check with this application. Checks must be in U.S. funds on a U.S. bank.

If you want to pay your monthly dues by bank draft, please include voided check and fill out the form on the other side. You may upgrade, downgrade or cancel your membership at any time by notifying Lotto Magic in writing. Please make payment to **Lotto Magic** in U.S. funds on a U.S. bank. Orders outside U.S. subject to additional \$5.00 monthly membership fee. You may fax bank draft orders to (850) 864-2345 or mail your order to: Lotto Magic, 21 Racetrack Road NE, Ft Walton Bch, FL 32547. If you have any questions, please call 850-864-2251.

Name \_\_\_\_\_ Sponsor # \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

*\* 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.*

# 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. Team Players and Power Players agree that they only receive 10% of any personal lottery ticket winnings from the lottery tickets that the Company buys for them. Team Players and Power Players will be provided 7 other Team Players or Power Players to be on their personal team. They will receive 10% of the ticket winnings from these other 7 Team Players or Power Players.

10. Team Captains and Power 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 10% of the ticket winnings from qualified club members in their 5-level pay plan in accordance with the Company's commissions schedule.

11. 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.

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

13. 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.

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

15. 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  Savings/Share

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.

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

Recipient Printed Name \_\_\_\_\_ Club ID# \_\_\_\_\_

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