

PRIVACY POLICY

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This Privacy Policy explains how SIA "Lootory" collects and processes personal data through the Lootory Telegram Mini App, lootory.online and any future functionality formally launched on lootory.gg.

1. CONTROLLER AND PRIVACY CONTACT

SIA "Lootory", registration number 40203717544, registered office Irbenes iela 14-83, Riga, LV-1058, Latvia, is the controller for personal data processing that it determines through Lootory-controlled systems.

Privacy requests and questions may be sent to privacy@lootory.gg. Lootory has not represented that it has appointed a formal Data Protection Officer; the privacy inbox is the operational contact unless Lootory later publishes a DPO appointment.

Telegram, Wallet providers, game publishers, payment or cryptoasset Providers and other third parties may act as independent controllers for processing they determine.

2. SCOPE AND OFFICIAL CHANNELS

- lootory.online: official informational project website.
- Lootory Telegram Mini App: current product interface.
- lootory.gg: planned future marketplace; this Policy applies after formal launch to the extent stated in the live interface.

This Policy does not govern a third party's independent service merely because Lootory links to or integrates with it. Users should read the relevant third-party privacy notice.

3. SOURCES OF PERSONAL DATA

- Directly from the user, including Account settings, listings, messages, evidence, support requests and preferences.
- From Telegram through authorised authentication and Mini App functionality.
- From public blockchain networks, smart contracts, Wallets and block explorers.
- From Buyers, Sellers, counterparties, reporters or persons submitting complaints.
- From payment, cryptoasset, Wallet, hosting, security, analytics or AI Providers when the relevant service is used.
- From security, anti-fraud, sanctions or public-record sources where lawful and proportionate.

4. CATEGORIES OF DATA

Category	Examples
Account and Telegram data	Telegram identifier, username, profile information made available through authorised authentication, Account settings and eligibility status.
Wallet and blockchain data	Public Wallet Addresses, network, transaction hashes, smart-contract events, token details, signer and settlement records.
Transaction data	Trading posts, offers, Confirmed Transaction Terms, price, delivery status, messages, reviews, disputes and Transaction Evidence.
Engagement data	Tasks, Points, referral qualification, campaign and reward activity.

Category	Examples
Support and legal data	Support, complaint, privacy, legal, security, intellectual-property and authority communications.
Technical and security data	IP address, device, browser or WebView information, logs, authentication events, error data, security alerts and Storage Technology identifiers.
Provider data	Provider name, reference, status, amount, currency or cryptoasset, timestamps, payout or refund status and limited verification outcome.
AI review data	Inputs, extracted information, summaries, flags, reviewer actions and audit logs if AI-Assisted Review is launched.

5. DATA NOT ROUTINELY COLLECTED

Lootory does not ordinarily collect Wallet private keys, seed phrases, Wallet passwords, Telegram authentication codes, full payment-card details, routine KYC documents, biometric templates, source-of-funds files or unrelated Telegram conversations.

Users must not send such information through Transaction messages, evidence fields, support, community channels or ordinary email. If unnecessary sensitive information is received, Lootory may restrict, redact or delete it.

6. PURPOSES AND LAWFUL BASES

Purpose	Typical lawful basis
Provide Accounts, authentication and Platform features	Performance of a contract; legitimate interests in operating the service.
Create and administer Transactions, Escrow and settlement records	Performance of a contract; legitimate interests; establishment, exercise or defence of legal claims.
Operate tasks, Points, referrals and campaigns	Performance of programme terms; legitimate interests.
Provide support, handle complaints and user requests	Performance of a contract; legitimate interests; legal obligations.
Security, fraud, abuse and sanctions controls	Legitimate interests; legal obligations; legal claims.
Accounting, tax, corporate records and authority cooperation	Legal obligations; legal claims.
Optional analytics, functional or marketing technologies	Consent where required; otherwise another documented lawful basis only where legally permitted.
AI-Assisted Review if launched	Contract, legitimate interests, legal claims or another documented lawful basis; consent only where it is genuinely appropriate and valid.
Direct marketing if introduced	Consent or legitimate interests where legally permitted, always subject to objection and applicable ePrivacy rules.

The exact lawful basis may depend on the feature, user status, jurisdiction and context. Lootory will not describe acceptance of the Terms as consent where consent must be freely given and optional.

7. TRANSACTION EVIDENCE AND SPECIAL CATEGORIES

Users should submit only evidence reasonably necessary for the Transaction. Evidence may incidentally reveal sensitive information. Lootory does not request special-category data as a routine feature and will apply additional safeguards or delete unnecessary information where appropriate.

Private Transaction Evidence is not public content and is not shared for unrelated advertising or general-purpose AI model training by default.

8. RECIPIENTS

Personal data may be shared on a need-to-know basis with:

- hosting, infrastructure, communications, security, support, analytics and software Providers;
- Wallet, payment, cryptoasset, conversion and payout Providers when their functionality is used;
- AI Providers if AI-Assisted Review is launched and appropriate safeguards are in place;
- Buyers, Sellers and other counterparties where necessary for a Transaction;
- professional advisers, auditors, accountants and insurers;
- competent courts, regulators, law enforcement or authorities where lawfully required;
- a purchaser or successor in a genuine corporate transaction, subject to appropriate safeguards.

Lootory does not sell personal data to advertisers.

9. PROVIDER ROLES

A Provider may act as Lootory's processor, an independent controller, a joint controller for a specific activity or a combination of roles. The role depends on actual decisions and processing, not only the label in a contract.

Payment, Wallet, Telegram, blockchain and verification Providers may independently determine verification, fraud, payment, sanctions, retention and complaint processing. Their privacy notices govern that independent processing.

10. INTERNATIONAL TRANSFERS

Where personal data is transferred outside the European Economic Area, Lootory will assess the recipient, destination, purpose, data categories, sub-processors, government-access risk and the available transfer mechanism.

Safeguards may include an adequacy decision, Standard Contractual Clauses and supplementary technical or organisational measures. Derogations are used only where legally appropriate. Lootory should prefer data minimisation, encryption and region-appropriate processing where reasonably available.

11. AUTOMATED PROCESSING AND AI

Lootory does not intend to make disputed settlement, permanent Account termination or comparable material decisions solely through unreviewed automated processing.

If AI-Assisted Review is launched, AI may organise, extract, compare and flag evidence, but an authorised Human Reviewer must approve every disputed settlement before Lootory signs. Users may identify material errors, provide context and request reconsideration.

Where applicable law gives rights concerning solely automated decisions, Lootory will provide information, human intervention, an opportunity to express a position and a means to contest the decision.

12. RETENTION

Record category	Typical retention
Routine technical and diagnostic logs	Usually 30-180 days.
Routine security and access logs	Up to 12 months.

Record category	Typical retention
Ordinary Transaction communications and evidence	Usually up to 12 months after settlement or final resolution.
Support communications	Up to 2 years after closure.
Task, Points and engagement records	Up to 2 years.
Referral qualification and reward records	Up to 3 years.
Core Account data after closure	Up to 3 years, unless a longer lawful reason applies.
Serious fraud, sanctions or enforcement records	Usually up to 5 years.
Core Transaction and settlement-support records	Usually at least 5 years.
Accounting and legally required records	Up to 10 years or another statutory period.
Backups	Ordinarily overwritten or deleted within 90 days, subject to exceptional legal holds or incidents.

Periods may be shorter or longer where required by the purpose, legal obligation, active Transaction, dispute, fraud investigation, sanctions restriction, legal hold, authority instruction or legal claim. Data is deleted, anonymised or restricted when no longer necessary.

13. PUBLIC BLOCKCHAIN DATA

Confirmed blockchain records may be copied and retained by validators, Wallets, block explorers and other independent participants. Lootory cannot erase or alter those public records.

Where appropriate, Lootory may still delete off-chain copies, remove public profile associations, de-link a Wallet, restrict internal access or correct inaccurate off-chain information.

14. SECURITY AND DATA BREACHES

Lootory applies risk-appropriate technical and organisational measures, including access control, authentication, encryption where appropriate, logging, secure development, Provider review, backup, evidence restrictions and incident response.

No system is completely secure. Users remain responsible for Telegram, Wallet, game, email and device security.

Lootory will assess personal-data breaches and notify the competent supervisory authority without undue delay and, where feasible, within 72 hours after awareness where GDPR notification is required. Affected persons will be informed without undue delay where a breach is likely to create a high risk and no lawful exception applies.

15. USER RIGHTS

- Access to personal data and information about processing.
- Rectification of inaccurate or incomplete data.
- Erasure where the legal conditions are met.
- Restriction of processing in appropriate circumstances.
- Objection to processing based on legitimate interests and an absolute right to object to direct marketing.
- Data portability where applicable.
- Withdrawal of consent without affecting prior lawful processing.
- Rights concerning solely automated decisions where applicable.
- Complaint to the Latvian Data State Inspectorate or another competent supervisory authority.

16. REQUEST PROCESS

Requests should be sent to privacy@lootory.gg and identify the relevant Account, Telegram identifier, Transaction, Wallet or data where available.

Lootory may verify the requester proportionately through authenticated access, Account information, Transaction references, a verified communication channel or a non-transactional Wallet-signature challenge. Lootory does not ordinarily require identity documents.

Lootory will normally respond within one month. Where permitted, that period may be extended by up to two additional months because of complexity or number of requests, and the requester will be informed of the extension and reasons.

A right may be limited where necessary and lawful because of active Transactions, accounting, legal claims, security, fraud prevention, sanctions, authority requests, another person's rights or public blockchain immutability. Lootory will explain a material refusal and available complaint rights where legally permitted.

17. CHILDREN

Lootory is intended only for adults aged 18 or older. Lootory does not intentionally provide services to children or rely on parental consent to permit underage use.

Where unnecessary information concerning a minor is identified, Lootory will restrict, redact or delete it, subject to active Transaction, safety, legal, fraud and claims requirements.

18. COOKIES AND STORAGE TECHNOLOGIES

Strictly necessary technologies may operate to provide requested functionality and security. Optional analytics, functional or marketing technologies require an appropriate prior choice where consent is required. Details and current deployment status are in the Cookie Policy.

19. COMPLAINTS

Users may complain to the Latvian Data State Inspectorate. Official information is available at <https://www.dvi.gov.lv/en>. Users may also contact another competent supervisory authority where applicable.

20. CHANGES

Material changes will be identified by date or version and communicated where required. Continued use is not consent to an optional new purpose where valid consent is required.

CONTACT AND OPERATOR

Purpose	Contact
General and Transaction support	support@lootory.gg
Privacy and data-protection matters	privacy@lootory.gg
Security incidents and vulnerability reports	security@lootory.gg
Formal legal and intellectual-property notices	legal@lootory.gg

Operator: SIA "Lootory", registration number 40203717544, registered office Irbenes iela 14-83, Riga, LV-1058, Latvia.