



**GOVERNMENT OF THE STATE OF MINAS GERAIS**

**Minas Gerais State Lottery**

**Game Development Division**

**Annex nº IV -/LEMG/DDJ/2024**

**PROCESS No. 2040.01.0000233/2023-04**

## **ANNEX IV:**

### **CONCESSIONAIRE CHARGES**

#### **1. INTRODUCTION**

1.1. This document aims to describe the charges and present guidelines for must be complied with by the Concessionaire in relation to the object of the Concession.

#### **two. GENERAL CHARGES OF THE ENTERPRISE**

2.1. The Concessionaire must observe, in the project, all minimum requirements and specific to this Charge Annex and preserve the intrinsic elements that characterize the operation of Lotteries in On Line/Real Time System.

2.2. It is the Concessionaire's responsibility to provide all authorizations, permits and necessary licenses from the respective Public Administration bodies and entities with a view to execution of activities related to the Concession, with all expenses related to such processes being your responsibility exclusive responsibility, under the terms of the Contract.

2.3. The Granting Authority may, at any time, find that the Concessionaire has failed to meet the charges established in this Annex, expressly expressly agree that they are necessary adjustments and adjustments are made.

2.4. In order to prevent fraud, the Concessionaire must ensure that all betting tickets of Lotteries in the On Line/Real Time System issued are identified in the Gaming System, and that have security mechanisms in line with best international practices.

2.5. Electronic sales channels (e-commerce) to be created for information and/or commercialization of Lottery games in the On Line/Real Time System, to be offered by Dealership must contain a section aimed at promoting awareness about gaming and compulsiveness, even informing associations aimed at helping compulsive gamblers.

2.6. The Concessionaire must include, in all promotional and sales material, a text warning about compulsive gambling.

2.7. The Concessionaire is responsible for establishing contracts with Points of Sale that will sell Lottery games in an On Line/Real Time System.

2.8. If it deems it necessary to build physical structures, the Concessionaire must provide the necessary licenses and authorizations from the competent public bodies.

2.9. During the Concession Term, the Concessionaire must contract and maintain in force the guarantees under the conditions established in the Contract.

2.10. The Concessionaire must endeavor to have, in the registered network of Points of Sale, with adequate infrastructure for access by people with disabilities and/or reduced mobility.

### **3. COSTS AND EXPENSES UNDER THE RESPONSIBILITY OF THE CONCESSIONAIRE:**

- 3.1. The Concessionaire must bear all costs and expenses necessary for its operation, such as:
- 3.1.1. Salaries of professionals hired by the Concessionaire;
  - 3.1.2. Expenses with outsourced services contracted by the Concessionaire;
  - 3.1.3. Direct and indirect taxes incurred by the Concessionaire;
  - 3.1.4. Expenses related to electricity consumption incurred by the Concessionaire;
  - 3.1.5. Expenses related to the consumption or treatment of water and sewage incurred by the Concessionaire;
  - 3.1.6. Expenses related to fixed and mobile telephony contracted by the Concessionaire;
  - 3.1.7. Expenses related to the acquisition of maintenance and replacement materials purchased by Concessionaire;
  - 3.1.8. Expenses related to the acquisition of cleaning materials purchased by the Concessionaire; It is
  - 3.1.9. Other expenses incurred in the acquisition of materials or services contracted by Concessionaire.

### **4. PAYMENT OF PREMIUMS**

- 4.1. Prizes with a value less than or equal to the Income Tax exemption range may be paid at the POS, at bank branches or other accredited establishments, through presentation of winning betting tickets.
- 4.2. Prizes worth more than the Income Tax exemption range must be paid at the Concessionaire's headquarters or other accredited establishments, upon presentation of winning betting tickets with due payment of the respective Income Tax.

### **5. PAYMENT OF THE TRANSFER TO THE GOVERNMENT**

- 5.1. Transfers to the Granting Authority will occur as stipulated in Annex I - Project Basic/Appendix 1 item 6.
- 5.2. The Concessionaire will have to pay the commitment minimum total financial amount that amounts to R\$ 650,000,000 (six hundred and fifty million reais), throughout of Contractual Term.

### **6. ADVERTISING AND MARKETING ACCOUNTS**

- 6.1. For calculation purposes, the minimum contractual investment commitment to be applied to Advertising and Marketing of 5% (five percent) of the amount of gross revenue. It should be noted that the total marketing investment will be verified as the sum of the defined values for each Game Plan at the end of the verification periods or whenever requested by the Grantor.

### **7. ASSESSMENT OF THE DEALERSHIP'S GENERAL PERFORMANCE.**

- 7.1. The Concessionaire must comply with the schedule for general assessments and measurements of performance, as set out in Annex I - Basic Project/Appendix 1, item 6.2.3 and Annex V - Performance Indicators, item 3.



Document signed electronically by **Ronan Edgard dos Santos Moreira, General Director**, on 03/22/2024, at 10:30 am, according to official Brasília time, based on art. 6th, § 1st, of [Decree No. 47,222, of July 26, 2017](#).



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