

## Terms & Conditions – v1.0 – 31.07.19

### 1. Licensing and general terms

- 1.1. TopBetta Pty Ltd (ABN 87132843817) is licensed in the Northern Territory (NT) under the NT Racing Commission (“NTRC”) to accept bets by licence under the name of TopBetta via electronic means, including by phone and internet. These terms and conditions apply to the Clients use of the TopBetta website (Website) and the use of the services provided by TopBetta, via the Website or the Telephone (Services). By using the website, opening a TopBetta Account (Account), or placing a bet with TopBetta, the Client accepts that it has read and agreed to the Rules and the Privacy Policy and agrees to be bound by them. References to “Us”, “We” and “Our” in these terms and conditions are a reference to TopBetta Pty Ltd (ABN 87132843817) Trading as “TopBetta”. References to “You” and “Your” are a reference to you, the Client.
- 1.2. The Terms are governed by and will be construed in accordance with the laws in force in the Northern Territory, Australia. Each party irrevocably and unconditionally submits to the jurisdiction of the courts of the Northern Territory, Australia, and any courts which have jurisdiction to hear appeals from the courts of Northern Territory, Australia, and agrees that these courts shall have exclusive jurisdiction to settle any dispute that may arise out of these Terms and Conditions and waives any right to object to any proceedings being brought in those courts.
- 1.3. We grant You a limited licence to access the Website provided You comply at all times with the Terms.
- 1.4. The availability of the Website does not constitute an offer or invitation by Us to You to use the Website in any jurisdiction in which such use is illegal.
- 1.5. You may only assign your rights under the Terms with the prior written consent of Us. Where We reasonably consider there is no detriment to You, We may assign any or all of Our rights or obligations under the Terms to any third party at any time without notice to You.
- 1.6. Any term by its nature that is intended to survive termination of the Terms survives termination of the Terms.
- 1.7. A term or part of a term of the Terms that is illegal or unenforceable in any jurisdiction may be severed from the Terms for the purposes of that jurisdiction only and the remaining terms or parts of the terms of the Terms continue in force.
- 1.8. We may change the Terms, guides or policies where You agree to the change or, where the change will not adversely affect You and, before the change takes effect, We have given You notice of the change. Notice of a change to the Terms may be given by Us by email to Your nominated account email address or otherwise via the Website.
- 1.9. Your ongoing use of the Services after the date of a variation, alteration or replacement of the Terms is deemed acceptance of the variation, alteration or replacement.
- 1.10. The Terms and any terms incorporated into them by law constitute the entire and only agreement between the parties with regards to its subject matter and each party confirms that it has not been induced to accept the Terms in reliance upon, nor has it been given, any warranty (including in particular any warranty as to merchantability, fitness for purpose or uninterrupted functionality), representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as are expressly set out in the Terms and, to the extent that it

has been, it unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation thereto.

- 1.11. No failure or delay by a party to exercise any of its rights under the Terms shall operate as a waiver thereof and no single or partial exercise of any such right shall prevent any other or further exercise of that or any other right. Further, any such failure will not give rise to any claim or right of action by You or another person.

## 2. Contact Us

- 2.1. Communications and notices to be given by You to Us under the Terms (other than those exchanges of information occurring in the normal operation of the Website) must be provided to Us as set out in the Contact us section on the Website. Any communication with Us via telephone is recorded as required by government regulations. These recordings provide protection to You and Us in the event of a dispute. They also enable regulatory authorities to carry out their respective duties. Similarly, the content of all bets and betting requests are stored on Our computer system (and a copy provided to the regulator).

## 3. Use of Our Services

### 3.1. Undertakings

- 3.1.1. Your use of the Website or any data feeds we may provide to You confers no rights whatsoever to the content or related intellectual property rights subsisting in the Website or in any such data feeds. You agree not to monitor, use or copy the pages of the Website or any content of the Website or any data feeds, including without limitation any price data. You will not attempt to hack, make unauthorised alterations or introduce any kind of malicious code to the Website by any means. You will not (a) reverse engineer or decompile (whether in whole or in part) any software available through the Website; or (b) make copies, modify, reproduce, transmit, alter or distribute all or any part of the Website or any material or information contained on it or in any data feeds. Any unauthorised use or reproduction may be prosecuted.
- 3.1.2. You understand that You may lose money on bets placed and Tournament entry fees paid and accept that You are fully responsible for any such loss. You accept that under no circumstances will any amounts lost by You under any bet be recoverable from Us.
- 3.1.3. It is your responsibility to verify that You are permitted to bet with Us in any jurisdiction in which You are located and You agree that You will not bet with Us while You are located in a jurisdiction which prohibits You from betting with Us. In particular, You will not bet or attempt to bet with Us if you are located in the United States of America or such other restricted jurisdictions as We may from time to time determine.
- 3.1.4. You undertake to use Our services for legitimate betting purposes only. In particular, You undertake not to:
  - 3.1.4.1. engage in any activity which has the purpose or effect of causing damage to or in any way hindering Our business operations or

- generating or increasing any liability on Us, including without limitation any tax, levy or duty; or
- 3.1.4.2. bet on or manipulate any individual Event in a manner which We believe has the purpose or effect of adversely affecting the integrity of the Event.
- 3.1.5. To use the Website correctly, you must ensure that Your browser is set to accept “cookies” and Your browser must support JavaScript.
- 3.1.6. You are located in Australia, New Zealand or any other jurisdiction where We are authorised to provide Our services.
- 3.2. Prohibited Jurisdictions
- 3.2.1. You acknowledge that due to the laws of the following countries, We cannot allow the residents of those countries (the "Prohibited Jurisdictions") to open accounts:
- American Samoa
  - Belgium
  - Brazil
  - Canada
  - China
  - Czech Republic
  - Denmark
  - Dutch Antilles
  - France
  - French Guiana
  - French Guinea
  - French Polynesia
  - French Southern Territories
  - Germany
  - Hong Kong
  - Hungary
  - India
  - Indonesia
  - Iran
  - Ireland
  - Italy
  - Luxembourg
  - Malta
  - Netherlands
  - North Korea
  - Pakistan
  - Poland
  - Portugal
  - Russia
  - Singapore
  - South Korea
  - Spain
  - Taiwan
  - Turkey
  - United Arab Emirates

United States of America  
US Virgin Islands  
Vietnam

- 3.2.2. Other countries may be added to this list (or removed from it) in accordance with changes in foreign laws.
- 3.2.3. You agree that You will not make any transactions using your Account while residing or located in a Prohibited Jurisdiction.
- 3.2.4. We reserve the right to reject any transactions made from a Prohibited Jurisdiction or cancel, void or reverse any bets whether they are pending or resulted. Winning funds will be forfeited and retained without any liability on Our part.
- 3.2.5. You may not make payment from an Account or facility associated with a bank or any similar institution, in any Prohibited Jurisdiction by any means, including, but not limited to, use of debit/credit card or internet banking.

## 4. Your Conduct

### 4.1. Our Rights and Your Responsibilities

- 4.1.1. You must not open or attempt to open an Account using another person's identity (including but not limited to using another person's name, date of birth, address, telephone number and email address). You must not access, operate or use or attempt to access, operate or use another person's account.
- 4.1.2. We may, in Our absolute discretion, impose any limits or conditions on any person who opens or attempts to open an Account with Us where the device or network is shared (including within a particular residential address) or otherwise unsecured.
- 4.1.3. You may not have more than one Account for the Website. If You have opened more than one Account for one brand, We will close additional Accounts and transfer any Account balance and any eligible pending bets to a remaining active Account. If Your first Account has been closed for any reason, bets will be cancelled, voided or reversed whether they are pending or resulted. Winning funds will be forfeited and retained without any liability on Our part.
- 4.1.4. We may, in Our absolute discretion, allow You to have only one Account with Us. If You have opened more than one Account with Us, We may, in Our absolute discretion, close one or all of Your Accounts and transfer the balances of Your additional Account(s) to the Account We determine to remain open. If, after such a transfer, Your Account has a debit balance, then at Our written request, the outstanding balance of Your Account becomes immediately due and payable to Us as a debt. If, after such a transfer, Your Account has a credit balance, these funds may be frozen by Us for as long as it takes Us to ascertain whether or not there has been any other breach of the Terms and Conditions.
- 4.1.5. If You are found to have created an Account with Us while being on a break or having self-excluded, We will take the following steps:
  - All pending bets will be voided
  - Winning bets will be forfeited.

The Account will be closed permanently.

Deposits made whilst self-excluded will be returned to the customer. Credit Card deposits will be refunded back to the card used to deposit the funds.

POLI deposits will be deposited into the bank account in the customer's name, once We are in receipt of the statement showing the deposit.

Bank deposits will be deposited into the bank account in the customer's name, once We are in receipt of a Statutory Declaration stating the customer deposited the funds, including the name of the branch the funds were deposited.

- 4.1.6. Your account is for your own personal use. You must not permit another person to access your Account and You must not use your account on behalf or for the benefit of another person.
- 4.1.7. If We have reason to believe that You have breached the Terms and Conditions, or there has been unusual activity on Your account, We may in Our absolute discretion, do one or a combination of the following:
  - 4.1.7.1. Suspend or terminate Your account
  - 4.1.7.2. Restrict You from withdrawing funds from Your account
  - 4.1.7.3. Prevent You from accessing Your account and Our betting platforms
  - 4.1.7.4. Require You to go through an account reactivation process
  - 4.1.7.5. Require You to provide any additional information that is necessary for Us to conduct an investigation and/or verify Your compliance with the terms and conditions (including a statutory declaration, identification documentation or authority to verify information with Your financial institution) even if You have provided this previously.
  - 4.1.7.6. Cancel, void or reverse any bets whether they are pending or resulted. Winning funds will be forfeited and retained without any liability on Our part.
- 4.1.8. You will not attempt to use the Website to deliberately transfer money from one account to another by attempting to match bets on an event with another Account through collusion.
- 4.1.9. You will inform us as soon as You become aware of any errors in calculations with respect to any betting transaction. We reserve the right to declare null and void any bets which are the subject of such an error.
- 4.1.10. You will not disguise or interfere in any way with the IP address of the computer You are using to access the Website or otherwise take steps to prevent Us from correctly identifying the actual IP address of the computer You are using whilst accessing the Website.
- 4.1.11. You agree it is Your responsibility to account for any tax or duty imposed on You as a result of any of Your betting transactions.
- 4.1.12. You will not make offensive comments, use offensive or pornographic material or make potentially defamatory or inflammatory remarks in connection with any part of the Website including within Your own username or in other information contributed to the Website.
- 4.2. Temporary Break – short and long break (Responsible Gambling)
  - 4.2.1. You may take a short break from gambling with Us. The periods available are:

- 1-30 days
- 1-6 weeks
- 4.2.2. You may take a long break from gambling with Us. The periods available are:
  - months; and
  - 1 year
- 4.2.3. During a short or long break You cannot access Your account and will be barred from placing a bet. You agree that You will not access any other Account/s to use any of Our services or products during the temporary break period.
- 4.2.4. To commence a temporary break period, You must either make use of the temporary break facility located under the Manage Account settings on the website or call the customer service centre.
- 4.2.5. Upon the activation of a break request You will be logged out of the website immediately and blocked from accessing the Website for the period nominated, an email will be sent to You confirming your temporary break. During break periods up to 6 months, account funds will remain in Your account balance unless withdrawn prior to temporary self-exclusion. For long term breaks any funds that You have in Your account will be returned to the bank account that was nominated for the last withdrawal.
- 4.2.6. The break period cannot be cancelled or shortened. The break period may however be extended at any time after the break period has been completed. You may take a break for another period of between 6 months and 1 year. The total break period can be up to seven years.
- 4.2.7. For a short break exclusion, You will be able to login to your account after the period of break is over.
- 4.2.8. For a long break exclusion, You will need to contact Customer Services via phone, email or livechat to re-activate Your account after the requested duration is over. If You do not contact customer service the account will remain inaccessible to You.
- 4.2.9. If, after seven years, You have not reactivated the account it will be permanently closed and You will not be able to open another account.
- 4.2.10. You must not access or attempt to access Your account while You have opted to take a break. It is Your responsibility to ensure Your account is secure from manipulation to access via multiple devices or any other means possible to access Your account during Your break term.
- 4.3. Permanent Self-Exclusion (Responsible Gambling)
  - 4.3.1. You may permanently self-exclude from gambling with Us.
  - 4.3.2. To commence a permanent self-exclusion period, You must either:
    - 4.3.2.1. Call customer service; or
    - 4.3.2.2. Log into Your Account and click on the “Self Exclusion” option located in Accounts settings.
    - 4.3.2.3. Once permanently self-excluded You will not be able to log into your account or create a new account with Us.
    - 4.3.2.4. Once permanently self- excluded all pending bets will stand.
    - 4.3.2.5. Once permanently self-excluded the standing balance will be automatically withdrawn to the last active withdrawal method when pending bets are resulted.

#### 4.4. Setting Financial Limits

- 4.4.1. You can set loss limits on Your account. To activate a loss limit, You must either:
  - 4.4.1.1. Call customer service; or
  - 4.4.1.2. Log into Your Account, click on the “loss limit” option located in the Responsible Gambling section under My Account.
- 4.4.2. A loss limit means that You will not be able to lose an amount greater than the selected amount in the time period selected.
- 4.4.3. A deposit limit means that You will not be able to deposit an amount into Your account greater than the selected amount in the time period selected.
- 4.4.4. A spend limit means that You will not be able to spend an amount greater than the selected amount in the time period selected.
- 4.4.5. The periods available for loss and deposit limits and spend limits are:
  - 4.4.5.1. Deposit limits
    - Daily
    - Weekly
    - Monthly
  - 4.4.5.2. Loss limits
    - Daily
    - Weekly
    - Monthly
  - 4.4.5.3. Spend limits
    - Daily
    - Weekly
    - Monthly
- 4.4.6. For loss and spend limits midnight to midnight (AEST) counts as a day (24 hours).
- 4.4.7. For loss and spend monthly limits a 30 day period will apply.
- 4.4.8. For loss limits, You will be allowed to place bets and enter cash tournaments (provided the funds are available in your account) up to Your loss limit. You may also continue to bet with any cash winnings You receive during your selected period provided Your total spend minus winnings remains under Your limit.
- 4.4.9. For spend limits You will be allowed to place bets and enter cash tournaments (provided the funds are available in Your account) with any cash winnings You receive on that day provided Your total spend including winnings remains under Your limit.
- 4.4.10. You may lower Your deposit, loss and spend limits at any time and will take effect immediately.
- 4.4.11. You may raise or remove Your deposit, loss and/or spend limits, but it will only take effect after 7 days.
- 4.4.12. Setting a loss, deposit, spend limit on Your account will apply retroactively for the period requested.

## 5. Members Responsibility

### 5.1. Minimum Age and Personal Information

- 5.1.1. The minimum age to open an account on the Website is eighteen (18) years. We do not accept responsibility for under-age applicants.
- 5.1.2. We can refuse to pay out a bet if we believe You are under eighteen (18) years of age, or You make a bet on behalf of a person who is under eighteen (18) years of age.
- 5.1.3. You warrant that You are eighteen (18) years of age or older, that the name and address You supplied when opening Your Account are correct and that You are the owner of the sums which are deposited in Your Account. You agree that we may use personal information provided by You in order to conduct appropriate anti-fraud checks and to comply with any anti-money laundering and counter-terrorism financing requirements. Personal information that You provide may be disclosed to a credit reference, fraud prevention agency or law enforcement agency, which may keep a record of that information.
- 5.1.4. If We cannot verify Your details electronically, including but not limited to verifying Your age or identity (which We are legally obliged to verify), We will contact You and ask You to provide further information to Us directly.
- 5.1.5. If We are unable to verify your identification details within 14 days of your Account being opened, then we will suspend Your account, as required by law.
- 5.1.6. No funds will be returned to You until identification acceptable to Us has been provided.
- 5.1.7. It is Your responsibility to ensure that Your personal details, especially your address, telephone number and payment/bank details, are kept up to date. In the event that You do not keep Your personal details up to date, We reserve the right to suspend Your account.
- 5.1.8. You are responsible for all wagers in which Your Member ID is used, including any permitted use by a third party, and You are responsible for ensuring that Your user name and security details (including any account name or number details, passwords or PIN numbers) are kept confidential.
- 5.1.9. You are responsible for ensuring that bets placed through Your account are only placed by You, The Account holder. You must not place any bet on behalf of any other party. Any bet deemed to be placed on behalf of another party or group will be voided.
- 5.1.10. If You wish to permit another individual to have access to Your Account and/or Your member security details (such as account name, number, passwords or PINs), this must first be notified to, and approved by Us and the details of the permitted individual provided to Us. We reserve the right to refuse any such request for access at Our sole discretion. Should We allow this, and the permitted person is not another Account holder, We will require that person to verify their personal details before allowing them access to the Account.
- 5.1.11. Any bet (wager) made via the Internet where a valid Member ID and password have been used (including by a permitted third party, as described above) will be regarded by Us as being validly made by (or approved by) the Member who holds the relevant Account, and may not be changed, cancelled or modified.



- 5.1.12. Our Members should ensure that they check the balance of their Account and the transaction details in their Account statements each time they log into their Account and each time they place a bet. If You have a query or are concerned that there are betting transactions being made on Your Account that You have not authorised, it is Your responsibility to notify Us immediately.
- 5.1.13. In accordance with the legal requirements of Australia and the requirements of Our Northern Territory Racing Commission Sports Bookmaker regulations, You must have Your identification verified.
- 5.1.14. All bank accounts registered or credit cards that You use in respect of Your Account, must be in Your name and must match the details You provided in relation to Your Account. We do not permit any third-party bank accounts or third-party credit cards to be used to make a transaction on any Account which is not registered to the same name and any attempt to use any third-party bank accounts and/or credit cards with a name other than that which is registered on the Account in question will be refused.
- 5.1.15. Where You have used a credit card in relation to your Account, We may request a legible copy of both sides of the credit card. We may in our discretion freeze funds deposited from a credit card and winnings until such time as Your credit card has been verified in accordance with this clause.
- 5.1.16. We reserve the right to suspend or cancel any Accounts, without notice, which have payment details that are inconsistent with the name registered to the Account. We also reserves the right to request confirmation from the registered individual that the payment details specified on the Account are correct and/or relevant consent is provided for the use of the third-party bank account or any credit card holder, prior to re-opening the relevant Account and accepting further transactions on the Account. We reserve the right to request a Statutory Declaration so as to identity the Member and the specific use of their Account.
- 5.1.17. Where You reside outside Australia, You will be required to fulfil all Our ID requirements prior to Your Account being activated.
- 5.1.18. Under the terms of our Northern Territory Racing Commission Sports Bookmaker licence, where an Account is suspended, all bets will stand.
- 5.2. Personal Information and Privacy
  - 5.2.1. Your personal information is any information about You where Your identity is apparent or can reasonably be ascertained from the information. Personal information We may collect about You may include, without limitation, Your:
    - name;
    - address;
    - bank account/ credit card details;
    - betting records;
    - devices used
    - location; and
    - IP address.
  - 5.2.2. We will collect, store and disclose Your personal information in accordance with the requirements of the *Privacy Act 1988* (Cth).

- 5.2.3. The type of personal information that We collect from You will depend on the dealings You have with Us, the requirements of any licences We hold, the accompanying conditions that apply to those licences, and the laws and regulations that apply to Our business, including, without limitation, the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth).
- 5.2.4. You warrant and represent that any personal information supplied by You to Us is true, correct and complete and will remain so.
- 5.2.5. You will, upon request by Us, establish the truth, correctness and completeness of any of Your personal Information to Our satisfaction.
- 5.2.6. We will take reasonable steps to:
  - 5.2.6.1. make sure that the personal information We collect, use or disclose is accurate, complete and up to date;
  - 5.2.6.2. protect the personal information We hold from misuse and loss and from unauthorised access, modification or disclosure; and
  - 5.2.6.3. destroy or permanently de-identify personal information if it is no longer needed for any purpose for which the information may be used or disclosed under the *Privacy Act 1988* (Cth).
- 5.2.7. You acknowledge and agree that all personal information held by Us may be used or disclosed as set out below and as permitted by the *Privacy Act 1988* (Cth). Without limitation, Your personal information may be collected, stored, used or disclosed:
  - 5.2.7.1. to enable Us to perform Our obligations to you under the Terms;
  - 5.2.7.2. to enable Us to ensure that You perform your obligations under the Terms;
  - 5.2.7.3. to a credit reporting agency;
  - 5.2.7.4. to maintain a credit information file about You;
  - 5.2.7.5. to carry out Our own credit assessment on You;
  - 5.2.7.6. for planning, research, promotion and marketing of Our products and services;
  - 5.2.7.7. to organisations associated with the provision of Our services, such as associated data centres, including for marketing and analysis purposes;
  - 5.2.7.8. to a potential purchaser of, or investor in, any business conducted by Us;
  - 5.2.7.9. where We are required to do so by law or where the disclosure is reasonably necessary to enforce the law;
  - 5.2.7.10. to assist any other government agencies with enquiries made under state and federal legislation, for example Child Support Agencies;
  - 5.2.7.11. to comply with Our disclosure obligations to the racing industries and authorised sporting bodies in accordance with Our contractual obligations to those racing industries and authorised sporting bodies;
  - 5.2.7.12. to comply with all obligations that We have under Our licence conditions, laws and regulations, including, without limitation, the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth);
  - 5.2.7.13. to assist a law enforcement agency or any government agency in the performance of its functions; and

- 5.2.7.14. to protect Our rights or property or those of any other website, user of the Services or any member of the public.
- 5.2.8. You are welcome to request access to any of Your personal information that We hold by contacting Us.
- 5.2.9. There are circumstances in which We are not required to give You access to Your personal information. We will let You know if one of these exceptions applies to Your request.
- 5.2.10. If We intend to charge You a fee for Us providing You with a copy of the personal information We hold on You, We will inform You of the cost before providing You with the information.
- 5.2.11. If You do not, or refuse to, provide Us with any information (including personal information) that We reasonably require, We may, at Our discretion, suspend or close any account You hold with Us.
- 5.3. Participants in Events
  - 5.3.1. If You are a participant in, or are an associate of any participant in, an Event (“Relevant Events”), You are likely to be subject to the rules, regulations, codes, agreements and/or guidelines made by the sporting body or racing industry that administers those events (“the Rules”).
  - 5.3.2. If You are subject to the Rules, You may only place bets in accordance with those Rules. If those Rules preclude You from betting on the Relevant Events or any aspect of the Relevant Events, You agree that You will not bet on those Relevant Events or aspects of those Relevant Events (as applicable).
  - 5.3.3. You acknowledge and agree that We will provide information to sporting bodies, racing industries and government authorities authorised to issue licences for the conduct of betting services and/or responsible for supervising Our betting operations (each a “Relevant Authority”) in respect of persons:
    - 5.3.3.1. who are precluded by the Rules from betting on any Relevant Events or aspects of any Relevant Events;
    - 5.3.3.2. whom We or any Relevant Authority has reasonable grounds to suspect is connected to a member of the Website and/ or any Relevant Authority has reasonable grounds to suspect that that person or the Member is in breach of the Rules;
    - 5.3.3.3. whom We or any Relevant Authority has reasonable grounds to suspect have engaged in conduct prejudicial to Our interests or the Relevant Authority or who may have relevant knowledge concerning corruption within the relevant sport; or
    - 5.3.3.4. whom We or any Relevant Authority believes have made unusual or suspicious bets or have unusual or suspicious betting trends or movements or other information leading Us or the Relevant Authority to query the integrity of any of the Relevant Events or a person subject to the Rules.
  - 5.3.4. In addition, You are precluded from the Services if You are a close associate of a person specified in clauses 5.3.3.1 to 5.3.3.4. For the purposes of the Terms, two persons are “close associates” if:
    - 5.3.4.1. one is a spouse, parent, brother, sister or child of the other; or
    - 5.3.4.2. they are members of the same household; or

- 5.3.4.3. they are in partnership or are joint venturers; or
- 5.3.4.4. one is a body corporate and the other is a director or executive officer of the body corporate; or
- 5.3.4.5. one is a body corporate (other than a body corporate whose shares are listed on a stock exchange) and the other is a shareholder in the body corporate; or
- 5.3.4.6. one is a body corporate whose shares are listed on a stock exchange and the other is a substantial shareholder in the body corporate: or
- 5.3.4.7. one has a right to participate (otherwise than as a shareholder in a body corporate) in the income or profits derived from a licensee's licensed operations and the other is the licensee: or
- 5.3.4.8. one provides:
- 5.3.4.9. goods; or
- 5.3.4.10. services (whether as an employee or otherwise); to the other in respect of licensed operations; or
- 5.3.4.11. a chain of relationships can be traced between them under any one or more of the paragraphs of this clause.

## 6. Conditions Relating to Betting

### 6.1. Operation of our Services

- 6.1.1. You are responsible for understanding the contents of the Website and the operation of the Services. We reserve the right to change the format of the Services at any time, including in order to enhance such Services.
- 6.1.2. We may determine when Events are open for betting and may close the Events at any time in Our absolute discretion.
- 6.1.3. We may take steps to block You from betting on Our site if You are located in certain jurisdictions, for example the United States of America. However, You are entirely responsible for the information that You provide to Us concerning the bets that You wish to place. We will not enquire into the reasonableness of any bets that You may offer to make. We will not be liable for incorrect entries made by You, including data input errors with respect to the odds, price or stake on offer.
- 6.1.4. In the interests of maintaining integrity and fairness We may, at Our sole and absolute discretion, decide to suspend betting on an Event earlier than anticipated and/or void certain bets on an Event in its entirety.
- 6.1.5. All bets made on an Account are considered to be placed and received in the State of Northern Territory, Australia.
- 6.1.6. If You make a bet on Your Account via the Internet, it is accepted once confirmation is received by You. Each bet will be accompanied by a ticket number.
- 6.1.7. If You make a bet on Your Account via the telephone, You are responsible for quoting the correct Account details (including Username and password). When a bet is made by You via the telephone, We will read this back to You. A bet is accepted when You either indicate agreement with a bet after it has been read-back to You or, if You do not disagree with the bet details, when read-back before the telephone call ends.

- 6.1.8. In the event a telephone conversation between You and Us in which a bet is being placed is interrupted for any reason (including a mobile phone dropping out) prior to the conclusion of the conversation, any unconfirmed bet will be deemed not to have been entered into. In such circumstances, it is Your responsibility to contact us promptly to confirm the bet You wish to make.
- 6.1.9. We record all telephone calls that We have with You when You are placing a bet, making a complaint or making a query regarding Your Account. You agree to such recordings being made. Where a 'Dispute' (defined below) occurs which cannot be resolved between You and Us, You agree that the recording(s) and/or any records of Your transactions via the Internet may be made available to the adjudicator of the Dispute to enable the Dispute to be determined in accordance with these Rules. All records of voice recordings will be securely retained by us in accordance with Our privacy obligations for regulatory purposes.
- 6.1.10. You are unable to change or cancel a bet once the bet has been accepted by Us. Exceptions to this rule are at Our sole discretion.
- 6.1.11. The minimum bet on the Internet on an Account is \$1
- 6.1.12. The minimum bet for an Account via the telephone is a total of \$50.
- 6.1.13. 'In the run' or 'live' betting (hereafter, together 'live betting') in these Rules refers to a continuous form of betting whereby the person placing the bet is able to place bets after an event has begun (e.g. betting on the outcome of an AFL football match at half time). In compliance with the *Interactive Gambling Act 2001* (Cth), We do not accept live betting over the Internet but may accept live betting via the telephone.
- 6.1.14. In any sporting event where there is a flat line (ie 7.0), and the result falls on that flat number, all bets are void and refunded. Affected multiple bets (parlays) will be recalculated excluding that leg.
- 6.1.15. In any MultiBet or parlay, if a leg is voided for whatever reason, then the MultiBet is re-calculated minus that leg. ie. If a Tennis player were to pull out of a game which was included in a four-leg multi, the multi is revised to a three leg treble.
- 6.1.16. Any live betting offered by Us will be displayed on Our Website. You can call Our office to get a quote on any option available. All live betting markets are subject to their respective pre-match rules. While reasonable effort is made to ensure the accuracy of live scores and the status of games displayed on Our Website in connection with live betting, We accept no liability for the incorrect display of this information.
- 6.1.17. For Minimum Bet Law purposes, You are only allowed to place bets across one Playup Brand. Any bets placed via other Playup Brands will be rejected and the account closed at the discretion of the bookmaker.
- 6.1.18. We reserve the right to close, impose limits on or remove products from Your Account without providing reasons or notice.
- 6.2. In the event of insolvency
- 6.2.1. In accordance with the conditions of Our licence, We maintain separate secured bank accounts which at all times have funds which are equal to or greater than the total client sufficient funds in order to cover all monies owed by Us to Our clients in the event of insolvency. We provide monthly

reports to the NTRC which include financial information confirming the status of Our accounts and provide the NTRC with annual audited financial reports.

6.3. Cancellation, Termination, Suspension and Breach

6.3.1. We may restrict Your access to the Services, suspend or terminate Your account, withdraw your bets or void or cancel any bets outstanding to Your account, in Our absolute discretion with or without cause at any time, including if:

- 6.3.1.1. there is a technological failure;
- 6.3.1.2. We suspect that You are engaging in illegal or fraudulent activity;
- 6.3.1.3. We suspect that You have (or may have) breached any part of the Terms;
- 6.3.1.4. We suspect You are acting in a manner that is detrimental to the conduct of Our business or which may result in legal liability for You, Us or third parties; or
- 6.3.1.5. We suspect that You may be having difficulties obtaining credit.

6.3.2. In relation to any cancelled or void bets, We reserve the right to:

- 6.3.2.1. notify the Commission of any actions We have taken;
- 6.3.2.2. hold in Your account any money relating to these bets, until a determination has been made by the Commission as to how these funds are dispersed; and/or
- 6.3.2.3. demand that You pay Us the relevant outstanding amount relating to these bets if there are insufficient funds in Your accounts.

6.3.3. If You wish to cancel Your account, this can be done by contacting Us by email, telephone or LiveChat with details. Any existing bets as at the cancellation date will stand and a final payout value will be determined once all bets have been concluded. It will be Your responsibility to clear Your account.

6.4. Gambling by those under age

6.4.1. If We are notified that You are under 18 or were under 18 when You entered into any betting transactions on the Website (“under age”):

- 6.4.1.1. We will immediately prevent You from entering into any betting transactions, making any withdrawals from or using Your account;
- 6.4.1.2. We will investigate the claim that You are, or were, under age, including whether in fact You have been betting as an agent for or at the behest or on behalf of another person;
- 6.4.1.3. if We find that You are, or were, under age, We will notify the Commission and any other relevant party and all winnings which have accrued and remain in Your account or which are otherwise due to be credited to Your account, will remain in Your account until a determination has been made by the Commission as to how these funds are dispersed;
- 6.4.1.4. You must pay to Us all winnings gained from betting whilst under age on demand. Should You not comply with this duty, we will seek to recover from You or to set off against any stakes placed by You any winnings paid to You as a result of bets placed together with the costs of such recovery. Any sums recovered will belong to Us;

- 6.4.1.5. We will not return to You any charges paid by You to us in respect of bets made whilst You were under age; and
  - 6.4.1.6. any winnings You may make through Your account shall be forfeited to the Commission.
- 6.5. Bonus Bets Turnover Requirements
- 6.5.1. You are eligible for either one (1) First Deposit Match or one (1) Bet Match Offer or one (1) First Deposit Bonus across all of our brands, including but not limited to Classicbet.com.au, Madbookie.com.au, Topbetta.com.au and Draftstars.com.au at the bookmaker's discretion.
  - 6.5.2. Bonus bets return the winnings to Your Account excluding the bonus bet stake. For example, a winning \$50 Bonus Bet placed on a selection paying \$3.00 will credit winnings of \$100 into Your Account.
  - 6.5.3. Bonus bets can be placed in any increment You wish above the minimum of \$0.50.
  - 6.5.4. For any promotion where bonus bets are received, the corresponding deposit must be turned over two times, at odds of \$1.50 or greater on racing or \$1.80 for sport before any withdrawals can be made on the Account. Any winnings accrued from bonus bets allocated prior to 26.05.19 must be also turned over twice at odds of \$1.50 or greater on racing or \$1.80 for sport before any withdrawal will be permitted.
  - 6.5.5. Bonus bets can be placed in any amount on racing products, or fixed odds sports events (Singles only, no multis/exotics).
  - 6.5.6. Although bonus bets are subject to this section, the Rules may vary on some promotions and any variance shall be displayed on the promotion.
  - 6.5.7. If after opening an Account, You are provided bonus bets without making a deposit, before You make any withdrawal, You must deposit at least an equal amount and turnover the deposit amount two times (after making the deposit).
  - 6.5.8. Bonus bets are provided at Our discretion and can be held back or withdrawn at any time if Account is closed, used incorrectly or fraudulently. If We believe You are matched betting with bonus bets, We reserve the right to close Your Account or void all bonus bets/winnings at the discretion of the bookmaker. This includes promotional arbitrage. We reserve the right to restrict the use of Bonus Bets to racing products only.
  - 6.5.9. Bonus bets expire 30 days after their application unless otherwise stated.
  - 6.5.10. You may only receive Bonus bets via one IP address or household address.
  - 6.5.11. Bonus bets are not available to professional gamblers, associates and You if You abuse bonus bets or offers.
  - 6.5.12. Should bonus bet rules be broken or if You act fraudulently all bonus bets will be voided and any winnings will not be paid.
  - 6.5.13. Bets placed on different outcomes in the same event do not count towards the Minimum Turnover Threshold. If there are multiple bets placed on one single event, the turnover is void in this situation, this includes different Accounts but deemed by Us to be from the same IP/Household or group.
  - 6.5.14. New Account bonuses are not available to You if You reside in NSW, VIC, SA or WA unless You have opened Your Account prior to receiving notice of the Promotional Offer or prior to the Promotional Offer being advertised (whichever occurs first).

- 6.5.15. We are entitled to validate a customer prior to making any promotion available to that customer. Validation includes but is not limited to the customer providing a valid telephone number and answering validation questions to Our satisfaction. Promotions will not be available to a customer who has failed to validate their account.
- 6.5.16. We reserve the right to make any promotions unavailable to any customer at any time and without notice.
- 6.5.17. The value of a wagered Bonus Bet does not count toward minimum turnover requirements.
- 6.5.18. All minimum turnover requirements must be satisfied prior to any withdrawals being processed from your Account.
- 6.6. Even Money Lines/\$2 dollar Lines
  - 6.6.1. Any bets placed on this event will not count towards turnover. Max bet \$200. Eligible clients only. Multi bets do not qualify as bonus bet turnover.

## 7. Payments

- 7.1. General
  - 7.1.1. Web Active Corporation Pty Ltd, trading as eWAY, is responsible for management of credit and debit card payments and credits in relation to the Services. For further information, please refer to [www.eway.com.au](http://www.eway.com.au). In accordance with rule 1.5.1 (n), We may require You to provide copies of the front and back of any credit card used to fund Your Account. Any details will be stored securely and in accordance with Our privacy policy.
  - 7.1.2. Deposits and withdrawals must be made by the Account holder. Should deposit be made by another party without prior written approval, We will suspend the Account and void bets placed using those monies. Proof of deposit and source of funds may be required before any withdrawal is made. A maximum of one withdrawal per day is permitted.
  - 7.1.3. The Credit or debit card You use to fund Your Account must match Your Account details. If You use a credit card with a name on it that is not the name that is registered with Us for the Account used in relation to a transaction, the transaction will be voided and the associated Account will be suspended.
- 7.2. Deposits
  - 7.2.1. Deposits to Your account may be made via credit or debit card, BPAY or direct bank deposit. You must abide by the respective rules set by the providers of these deposit mechanisms.
  - 7.2.2. Deposited funds must be turned over once.
  - 7.2.3. When making a deposit using a credit card for the first time You will be prompted to verify Your credit card. To achieve this, You will be required to either supply a front and back copy of the credit card, or make a deposit in whole dollars. This deposit will automatically add a cent value to the amount debited from Your credit card. It is this cent amount that is used to verify Your Account. You will be required to review Your credit card statement to retrieve this cent amount. To verify, the cent amount is to be entered in the Verify Card field when You make a deposit using the same



credit card. This cent amount will be added to your Account balance after the card is verified.

7.2.4. A minimum deposit for a credit card to be verified is \$10.

### 7.3. Withdrawals

7.3.1. Withdrawals from Your betting Account are governed by the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth) and, as a result, certain conditions may apply. These may include, without limitation, a withdrawal being:

7.3.1.1. made via the last method of deposit

7.3.1.2. restricted by time

7.3.1.3. restricted by account activity

7.3.1.4. restricted by value

7.3.2. *For further information, please refer to the legislation.*

7.3.3. All credit cards listed against an Account must go through the credit card verification process prior to a withdrawal being processed.

7.3.4. Withdrawals are normally processed within seven (7) days.

7.3.5. Your first withdrawal, if You have deposited via credit card, will be refunded back to Your credit card to an amount as determined by Us. Any part of Your withdrawal in excess of the refunded deposits will be processed to the nominated bank account. We reserve the right to refund to credit card any future withdrawals beyond the first.

7.3.6. We reserve the right to hold or cancel any pending withdrawals, subject to further verification of Your identity or Your credit card.

## 8. Miscellaneous

### 8.1. Matters beyond our reasonable control

8.1.1. We are not liable for any loss or damage that You may suffer because of any act of God; power cut, trade or labour dispute, act, failure or omission of any government or authority, obstruction or failure of telecommunication services, or any other delay, Services interruption or failure outside of Our control. In such an event, We reserve the right to cancel or suspend the Services without incurring any liability.

8.1.2. We are not liable for the failure of any equipment or software howsoever caused, wherever located or administered, whether under Our direct control or not, that may prevent the operation of the Services, impede the acceptance of bets, or prevent You from being able to contact Us. In particular, You should be aware that if You place a bet with the intention of subsequently placing a separate bet to reduce the liability incurred by the initial bet, there can never be a guarantee that the Services will be available at the point You wish to place the subsequent bet.

8.1.3. We will not be liable for any failure to perform by a third party.

### 8.2. Indemnity

8.2.1. You agree to indemnify and hold Us and Our associated companies, affiliates, officers, directors, agents and employees harmless from any liabilities, claims, losses or demands made by any third party arising out of Your breach of the Terms (including documents incorporated by reference) or out of Your violation of any law or the rights of any third party.

- 8.2.2. You acknowledge that We and Our affiliates will hold information with respect to Your identity, including but not limited to Your name, address and payment details. You agree that We rely on this information in entering into the Terms and You agree to hold us harmless against any falsehood or inaccuracy contained in the information You provide us.
- 8.3. Limitation of liability
  - 8.3.1. To the extent permitted by law, We exclude all representations and warranties as to the satisfactory quality and/or fitness for its intended purpose and/or accuracy and completeness of the Services.
  - 8.3.2. We will not be liable to You for any loss that You may incur as a result of any loss or misuse of Your password, and We accept no liability resulting from its unauthorised use, whether fraudulent or otherwise.
  - 8.3.3. To the extent permitted by law, in no event will We, or any of Our suppliers, accept any liability however arising for any losses You may incur as a result of using the Services. Under no circumstances will Our liability under or in connection with the Terms, whether arising for breach of contract, negligence or other tort, equity or otherwise exceed the amount of the relevant bet placed by You. Under no circumstances will We be liable for any indirect, special or consequential damages, loss of profits (direct or indirect) or loss of the benefit of any bet, whether such loss arises from breach of contract, negligence or other tort, equitable duty (including for the avoidance of doubt in relation to any bet(s) or Event(s) voided by Us) or otherwise even if We had been advised of or known (or should have known) of the possibility of such damages or loss.
  - 8.3.4. Nothing in the Terms excludes Our liability with respect to death and personal injury resulting from Our negligence, or that of Our employees, agents or subcontractors.
  - 8.3.5. Except for any liability that cannot be excluded by law, We (including Our officers, employees and agents) are not liable and do not accept responsibility for:
    - 8.3.5.1. bet selections that are not received or which are received and subsequently corrupted or rejected by the Web Site server, whether or not after receipt by Us;
    - 8.3.5.2. any lost, misdirected or corrupt emails to or from the Web Site;
    - 8.3.5.3. the Website not being continuously available for use;
    - 8.3.5.4. any loss or damage whatsoever (including but not limited to direct, indirect or consequential loss) or personal injury suffered or sustained in connection with Your use of the Web Site or the award or payment of a prize or otherwise relating to the use of the Web Site, however caused, including failure of the Web Site or incorrect or corrupt data supplied to You;
    - 8.3.5.5. any theft, unauthorised access or third-party interference;
    - 8.3.5.6. any variation in the value of any prize; or
    - 8.3.5.7. any tax liability incurred by You.
- 8.4. Right of set off
  - 8.4.1. We may at any time, without notice to You, notify the Northern Territory Racing Commission and set off any liability owed to Us by You, including (without limitation) in relation to any Accounts in Your name or which we

believe to be under Your control, against any funds held in another Account in Your name or which We believe to be under Your control in accordance with the terms of the Agreement.

#### 8.5. Intellectual property

8.5.1. We are the owner of:

8.5.1.1. all copyright and related rights in and to the Website, including, without limitation, rights in databases and all rights in any price data and related content on Our site except for certain third-party rights;

8.5.1.2. all trade mark rights, whether registered or unregistered, in and to Us and the logo; and

8.5.1.3. the domain names [www.classicbet.com.au](http://www.classicbet.com.au), [www.madbookie.com.au](http://www.madbookie.com.au), [www.topbetta.com.au](http://www.topbetta.com.au), [www.draftstars.com.au](http://www.draftstars.com.au) which are our uniform resource locators ("URL").

8.5.2. Any unauthorised use of any of these rights may result in prosecution or other action being taken against You.

8.5.3. You hereby assign to Us absolutely, any and all copyright and other intellectual property rights throughout the world in all media whether now known or hereafter developed, for the full period of copyright, including by way of present assignment of future copyright and all other rights whatsoever, in any offers for bets or bets placed by You on Our site.

8.5.4. Any data licensed to Us is provided for use on the Website only and may not be used for any commercial purposes without the consent of such third parties.

#### 8.6. Dispute Resolution

8.6.1. We will attempt to resolve any disputes or complaints that You may have in regard to our products or service. If You wish to raise any issue with us, then please email Us at [support@classicbet.com.au](mailto:support@classicbet.com.au) , [support@madbookie.com.au](mailto:support@madbookie.com.au) , [help@topbetta.com.au](mailto:help@topbetta.com.au) , [support@draftstars.com.au](mailto:support@draftstars.com.au)

8.6.2. If You have a betting or gaming dispute in relation to one of Our products or services which You believe that We have not satisfactorily resolved by first contacting Us as described above, You can approach the Northern Territory Racing Commission with Your complaint.

8.6.3. Disputes can be referred to the Commission by completing the online gambling dispute form located at: <https://nt.gov.au/industry/gambling/complain-about-a-bookmaker-or-betting-exchange-operator/gambling-dispute-form>, for final determination. You must make this approach and submit Your dispute to the Northern Territory Racing Commission within 14 days of the end of the Event in dispute.

8.6.4. Any decision of the Northern Territory Racing Commission is final and binding on both parties.

#### 8.7. Dormant Accounts

8.7.1. If there have been no transactions on Your account for a period of twelve consecutive months (or longer) We will deem Your account to be a Dormant Account.

- 8.7.2. We will charge an administration fee of up to \$10 per month including GST to each Dormant Account as a reasonable fee to cover our expenses in maintaining inactive accounts and we shall apply this charge monthly from the time that Your account becomes a Dormant Account until You make a transaction on the account, You close Your account, or until the account balance is \$0.