

# TERMS OF USE

These Terms and Conditions govern how you are permitted to operate and interact with your Account with us. It is important that you are familiar with these Terms and Conditions (including any amendments) for the lifetime of your Account. Below is a summary of some requirements of our Terms of Use:

- We are required by law to verify the identity of all Account holders. It is essential that your personal details on your Account are accurate, and you update them with us whenever they change so that we can contact you. If you do not provide accurate details for your Account, you will be in breach of our Terms and Conditions.
- Only you are permitted to establish, access and use your Account. If you permit any other person to establish, access or use your Account, you will be in breach of our Terms and Conditions.
- You cannot have an Account with us if you reside in a Restricted Jurisdiction, or if it is otherwise illegal for you to open an Account or bet with us. Please check the Restricted Jurisdictions List at <https://www.ladbrokes.com.au/terms-and-conditions/> and the relevant laws in your Jurisdiction.
- Breaching the Terms and Conditions can have serious consequences. If you have any questions about our Terms and Conditions, you should contact our Customer Support Team on 1300 523 276.

## 1. DEFINITIONS

In these Terms and Conditions, the terms "**we**", "**us**", or "**our**", refer to GVC Australia Pty Ltd ABN 25 151 956 768 and the following meanings apply unless a contrary intention appears:

- **Access Details** means the unique username and password that are assigned to you when you open an Account with us.
- **Account** means a unique betting account that has been issued to you by us at your request.
- **Betting Activity** means placing a bet with us, making a deposit into your Account, or making a withdrawal from your Account.
- **Betting Platform** means our telephone betting facilities (including Call Me), our Websites, our downloadable software applications, any other method by which we allow you to access or use your Account, or otherwise interact with us, and any derivative or white label version of any of these.
- **Corporations Act** means the Corporations Act 2001 (Cth).
- **Claims** includes all claims, losses, liabilities, damages, costs and expenses (including legal fees).
- **Device** means any hardware by which you access, use or otherwise interact with your Account or our Betting Platforms, including mobile phones, smart phones, telephones, tablet computers, laptop computers and desktop computers.
- **Indemnified Parties** means the Ladbrokes Group and our respective officers, directors, employees, contractors, agents and suppliers.
- **Jurisdiction** means the jurisdiction in which you are domiciled or from which you access our Betting Platforms.
- **Ladbrokes Group** means LB Australia Holdings Pty Ltd (ABN 96 165 597 482) and its Related Bodies Corporate.

- **Related Body Corporate** has the same meaning that it has in the Corporations Act.
- **Terms and Conditions** includes these Terms of Use, and the other documents listed in clause 3.2, as amended from time to time.
- **Website** means the websites located at ladbrokes.com.au, bookmaker.com.au, betstar.com.au and any derivative or white label version thereof.

## 2. INTERPRETATION

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In the Terms and Conditions:

- headings are for convenience only and do not affect interpretation;
- “person” includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- references to any legislation or to any section or provision of any legislation includes reference to that legislation as amended, re-enacted or replaced;
- “includes” in any form is not a word of limitation; and
- a reference to “\$” or “dollar” is to Australian currency.

## 3. INTRODUCTION

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### 3.1

You agree that when you:

- access or use any section of our Website;
- apply to open or open an Account with us; and/or
- access, download or use any of our Betting Platforms,

you are deemed to have read and understood, and agreed to be bound by, the Terms and Conditions.

### 3.2

Please read the Terms and Conditions carefully. The Terms and Conditions constitute your agreement with us and consist of:

- Terms of Use;
- General Betting Rules;
- Racing Rules;

- d. Sports Betting Rules;
- e. Promotional Terms and Conditions and any other terms and conditions and/or rules with regards to promotions, bonuses and special offers which may apply from time to time;
- f. Prepaid Cards and Cash In Terms and Conditions;
- g. Statement of Notifiable Matters;
- h. Privacy Policy;
- i. Refund Policy; and
- j. Dispute Resolution Policy.

### **3.3**

Your continued use of the Website or our Betting Platforms will constitute acceptance of the Terms and Conditions. If you do not accept the Terms and Conditions, please do not access or use any section of our Website, apply to open or open an Account with us, or access, download or use any of our Betting Platforms.

### **3.4**

In the event of any conflict or inconsistency between the terms and conditions within the Terms of Use, the order of precedence is as set out in clause 3.2.

### **3.5**

You acknowledge that there is a risk of losing money when gambling through our Betting Platforms and you accept full responsibility for any such loss. Your use of our Betting Platforms and your Account are at your sole option, discretion and risk. You may close your Account at any time in accordance with clause 17.1.

### **3.6**

All bets made with us are considered to be placed and received in the Northern Territory and are processed by us on our servers in the Northern Territory, in accordance with our licence. We are licensed and regulated by the Northern Territory Racing Commission.

## **4. CHANGING THE TERMS AND CONDITIONS**

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### **4.1**

We reserve the right to make changes to our Terms and Conditions at any time in accordance with this clause.

### **4.2**

Where there is a significant change to the Terms and Conditions that will be detrimental to you, we will notify you of the change by an appropriate method (for example, by email or via a notice in our newsletter) a reasonable time before the change comes into effect. If you do not accept the change notified you should close your Account before the change takes effect.

### **4.3**

All other changes will be published on our Terms and Conditions webpage at or before the time the change(s) come into effect.

### **4.4**

It is your responsibility to ensure that you agree with any changes made to the Terms and Conditions and your continued use of our Betting Platforms or your Account once a change take effect will be deemed to be your acceptance of that change.

## **5. ACCESS TO AND USE OF OUR BETTING PLATFORMS**

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### **5.1**

Access to our Betting Platforms is permitted on a temporary basis, and we reserve the right to withdraw, suspend or amend any aspect or feature of our Betting Platforms at any time without notice, including for legal or commercial reasons, maintenance or other purposes. If the need arises, we may suspend access to our Betting Platforms. We will not be liable if, for any reason, our Betting Platforms or any part thereof are unavailable at any time or for any period.

### **5.2**

We may change the content (including betting products or elements of the betting product) of our Betting Platforms at any time, provided such changes do not adversely affect games and/or bets already in progress.

### 5.3

You are only permitted to use our Betting Platforms for your own personal use. You are not permitted to use our Betting Platforms for commercial use, unless you have our express prior written consent. You must not provide access to, or reproduce our Betting Platforms, or any part of them, without our express prior written consent.

### 5.4

You must not use our Betting Platforms for any purpose which is or may be considered to be defamatory, abusive, obscene, unlawful, racist, sexist, discriminatory or otherwise offensive. We reserve the right to suspend or terminate your Account and/or your access to our Betting Platforms if we reasonably consider that you are in breach of this clause, for example, if your username or security question are offensive or inappropriate.

### 5.5

You must not misuse our Betting Platforms or expose them to risk, for example, by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Betting Platforms.

### 5.6

You are solely responsible for arranging your own access to our Betting Platforms, including covering all costs for accessing our Betting Platforms such as telecommunication and internet service provider charges. We will not be liable for any losses caused to you in connection with internet networks or any telecommunications service provider you have engaged or any equipment or facilities you use in order to access our Betting Platforms.

### 5.7

We cannot guarantee that our Betting Platforms will be compatible or operate with any hardware or software that may be used by you.

### 5.8

If you want to report an error in relation to a Betting Platform or have any questions please contact our Customer Support Team.

### 5.9

Residents in Jurisdictions outside of Australia may not have access to all deposit and withdrawal methods, or other features of our Accounts and Betting Platforms.

## 6. RESTRICTED JURISDICTIONS

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### 6.1

We have restrictions in regards to opening accounts and taking bets from residents in certain Jurisdictions outside of Australia. Please refer to our Restricted Jurisdictions List at <https://www.ladbrokes.com.au/terms-and-conditions/>, which we update from time to time. You agree that you will not open an Account, or attempt to use your Account, if you are within a restricted Jurisdiction.

### 6.2

The restricted Jurisdiction list is not an exhaustive list of all Jurisdictions where it is illegal for a person to access or use our Betting Platforms and/or open an Account with us. It is your responsibility to comply with the gambling laws of your Jurisdiction at all times. You are solely responsible for ascertaining whether it is legal in your Jurisdiction to access or use our Betting Platforms and/or open an Account with us.

### 6.3

You may only access or use our Betting Platforms and/or open an Account with us if it is legal for you to do so within your Jurisdiction. You warrant to us that it is not illegal in your Jurisdiction for you to access or use our Betting Platforms and/or open an Account with us. No winnings shall be paid to you if you place a bet whilst you are located in any Jurisdiction where it is illegal to do so.

### 6.4

We reserve the right to request proof of residence or location from you, including if you wish to use a credit card issued in a restricted Jurisdiction. No winnings will be paid to you whilst you reside or are located in any Jurisdiction where your access or use of our Betting Platforms, or placing of bets with us, is illegal.

### 6.5

The accessibility of our Betting Platforms in any Jurisdictions in which such activities are illegal, does not constitute an offer, solicitation or invitation by us for the use of our Betting Platforms or placing a bet with us. Under no circumstances will we be liable for any breach of law that may occur as a result of your access or use of our Betting Platforms or placing a bet with us where you have not complied with this clause 6.

### 6.6

We reserve the right to void any bets and close your Account if you are a resident of or located in a Jurisdiction that we consider to be a restricted Jurisdiction or otherwise from where it is unlawful for you to bet with us. Where you have a cumulative/multi bet with concluded selections that have settled and selections that have yet to take place at the time at which the Jurisdiction became a restricted Jurisdiction, we reserve the right to remove those selections which have not yet settled from the betslip and settle the bet as it stands by recalculating the odds accordingly.

## 7. YOUR PARTICIPATION

### 7.1

You may only use our Betting Platforms and/or open an Account with us if you are at least 18 years old and have attained the legal gambling age in your Jurisdiction.

### 7.2

If we discover that you are under 18 years old or under the legal gambling age in your Jurisdiction, your stake will be forfeited and we shall not be obliged to pay any winnings which might otherwise have been payable to you in respect of any bet you placed.

### 7.3

If we are unable to verify your age, we may restrict you from withdrawing funds from your Account and/or prevent you accessing your Account and our Betting Platforms until your age has been verified.

### 7.4

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, email address or credit or debit card details). You must not access, operate or use or attempt to access, operate or use another person's Account.

### 7.5

In accordance with the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) and regulatory conditions, we must verify your identity within 14 days after your Account is opened, and prior to any withdrawals being made from your Account. If we are unable to verify your identity or do not receive sufficient identification within this period, your Account will be suspended pending receipt of such identification and you will be unable to withdraw funds from your Account. We may also be required to verify your identity at other times while you hold an Account and if so, we will explain the reasons for this.

### 7.6

You must ensure that the details you provide when you open your Account (including but not limited to your address (meaning your usual place of residence), telephone numbers and email address) are accurate and complete, including the correct spelling of your details. You must also ensure that these details are kept up to date with us. You can access your details via logging in to our Betting Platforms. You can update your details by emailing the Client Services Team at [support@ladbrokes.com.au](mailto:support@ladbrokes.com.au).

### 7.7

We may verify your identity automatically with an identity verification company such as Green ID or Equifax, and/or we may request that you provide identification documents to us.

### 7.8

Where you send identification documents to us, they must be clear and legible. We may also require you to provide originals or certified copies. If the documents are not in English, we may request that they be translated in a manner that is suitable to us. You will be required to provide identification to at least the value of 100 points as per the table below (and in some cases we may require additional documents):

Points	Document Type
70 points	Passport, Birth Certificate or Citizenship Certificate. Note: only one item can be used from this category.
40 points	Your name, photograph and signature on: Driver's Licence, Public Service Identification Card; Social Security Identification Card; Tertiary Student Identification Card
35 points	Your name and address verified by: Current or recent employer; Security Document; Mortgage; Land or Council Rates; Land Title Records
25 points	Your name on: Medicare Card.
25 points	Your name and address verified from: Electoral Roll; Landlord; Public Utility Records or Driver's Licence that does not have a photo.
25 points	Your name and address from: Trade or Professional Membership Records; Educational Records
25 points	Your name, address and phone number verified from the latest copy of the directory plus phone contact on that number.

### 7.9

On any transaction using a credit or debit card, we may verify the card you are seeking to use by charging that card with a small authorisation amount, and asking you to confirm the exact amount in accordance with our instructions. You will not be permitted to withdraw any funds from your Account until you have correctly verified the amount charged. If you do not successfully verify the authorisation amount charged to your card within 14 days, it will be released.

### 7.10

Where you have used a credit or debit card in relation to your Account, we may also require you to provide us with a legible copy of both sides of the card.

**7.11**

We may not be able to verify other cards you seek to use on your Account until any previous verification issues have been resolved in accordance with our requirements. You will not be permitted to withdraw any funds from your Account until you have verified all credit and debit cards you have sought to use on your Account in accordance with these Terms and Conditions.

**7.12**

You agree that you will not be abusive or threatening toward our staff when communicating with us by telephone, email or any other method.

## 8. YOUR ACCOUNT WITH US

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**8.1**

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 of or for the benefit of another person.

**8.2**

Your Account is not a bank account and is therefore not insured, guaranteed, sponsored or otherwise protected by any deposit or banking insurance system or by any other similar insurance system.

**8.3**

Interest is not paid on monies held in your Account.

**8.4**

Monies deposited to your Account are held in a normal bank account in our name, and are not held on trust for you. We maintain separate bank accounts which contains sufficient funds to cover all Account holders' funds.

**8.5**

You acknowledge that we have no obligation to accept any bet or wager that you may wish to place with us.

**8.6**

We do not permit more than one Account per person per brand without our express approval. We may restrict you to one Account with us across our three brands: [ladbrokes.com.au](http://ladbrokes.com.au), [bookmaker.com.au](http://bookmaker.com.au) and [betstar.com.au](http://betstar.com.au).

**8.7**

If you have more than one Account in your name (including any Accounts you opened with misspellings or different variations of your name) and we reasonably believe that multiple Accounts have been opened or used in breach of these Terms and Conditions, we may close all of your Accounts, or allow you to retain the first Account you opened with us. If we allow you to retain one Account, funds in that Account 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. We will be entitled to declare all bets placed under any duplicate Account(s) as void and withhold any winning payments.

**8.8**

If you make a request under the minimum bet limits of a State or Territory, we may request additional documentation from you even if you have provided this previously.

**8.9**

We may 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 unsecure where we reasonably believe that the shared Device or network have been used in breach of these Terms and Conditions.

**8.10**

We may require you to register your Devices to your Account and restrict the use of your Account to no more than two unique Devices at any time where we reasonably believe that multiple Devices have been used in breach of these Terms and Conditions.

**8.11**

If we reasonably believe that you have breached the Terms and Conditions, or there has been unusual activity on your Account, we may do one or a combination of the following:

- a. suspend or terminate your Account;
- b. restrict you from withdrawing funds from your Account;
- c. prevent you from accessing your Account and our Betting Platforms;
- d. require you to go through an Account reactivation process; and
- e. 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.

#### **8.12**

If your account has been introduced by an affiliate, a commission payment may be made to the affiliate.

## **9. SECURITY OF YOUR ACCOUNT**

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### **9.1**

When you open your Account with us, you select your Access Details. You must not disclose your Access Details to anyone and you must ensure they are stored securely.

### **9.2**

If you lose or forget your Access Details, or if there is a possibility that your Access Details have been compromised or become known to a third party, you must contact us immediately so that we can issue you with new Access Details.

### **9.3**

If you lose your Device or believe that a third party has access to it, you must contact us immediately so that we can issue you with new Access Details.

### **9.4**

You are solely responsible for all bets placed via your Account where your Access Details have been used to access or operate your Account. If another person accesses your Account using your Access Details, you are solely responsible for their actions and liable for any bets placed or other transactions conducted (such as withdrawals), whether or not their access was authorised by you. You agree to indemnify the Indemnified Parties from all Claims relating to the access or use of your Account and our Betting Platforms where your Account has been accessed with your Access Details.

### **9.5**

If you have software on your Device that remembers or retains your Access Details (or part of your Access Details), or you select an option in our Betting Platform that remembers or retains your Access Details (or part of your Access Details) for a certain period of time or indefinitely, or keeps you logged into our Betting Platforms for a certain period of time, or you do not manually log out of our Betting Platforms, you remain solely responsible for any bets placed or other transactions conducted (such as withdrawals) using your Account on the basis that you have voluntarily chosen to accept the risk that this will occur.

## **10. YOUR WARRANTIES**

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### **10.1**

By opening an Account with us and every time you access or use our Betting Platforms you warrant to us and agree that you:

- a. are at least 18 years of age and are above the legal gambling age in your Jurisdiction;
- b. are legally capable of entering into binding contracts, and have legal capacity to do so;
- c. are legally able to access and use our Betting Platforms from your Jurisdiction;
- d. have not self-excluded from gambling with us or with any other wagering operator;
- e. will not allow any third party (including a minor) to, directly or indirectly, access or use your Account including but not limited to, making deposits into or withdrawals from your Account and placing bets using your Account;
- f. will make every effort to prevent the use of your Account by any third party;
- g. are operating your Account and placing bets on your own, without the direct or indirect assistance of any third party;
- h. will not use your Account on behalf of, under the instruction of, or for the benefit of any other party, and will not enter into any agreements (contractual or otherwise) with any third parties regarding the use of your Account;

- i. have furnished us with your personal details that are valid, accurate and complete in every respect and that you will advise us immediately should any such details change;
- j. are the true and lawful owner of the monies that you deposit into your Account, withdraw from your Account and wager with us, and that you are duly and properly authorised to utilise such monies for the aforementioned purposes;
- k. will not deposit or wager any monies with us that are derived from illegal activities;
- l. will pay all monies owed to us, and will not charge-back, deny, reverse or countermand any such payments;
- m. are wholly responsible for the security and confidentiality of your Access Details;
- n. will be wholly responsible and liable for any transactions (including bets, deposits and withdrawals) conducted using your Account;
- o. have not had an Account that has been previously limited, banned or closed by us or any of our Related Bodies Corporate;
- p. will only deposit funds in your Account from a debit or credit card that is in your name;
- q. will not engage in any manipulation of any price or pools; and
- r. are not a resident of a restricted Jurisdiction as described in clause 6.

#### **10.2**

It is a condition of our acceptance of bets from you, and by offering to place a bet with us you warrant that:

- a. you have not breached and will not breach any of the warranties set out in clause 10.1;
- b. you are not prohibited from entering into the bet by any term of your contract of employment or any rule of a sport governing body which applies to you;
- c. you are not aware of any circumstances which would make the placing of the bet a breach of a rule on betting by a sport governing body; and
- d. where the bet is placed on the outcome of a race, competition or other event or process or on the likelihood of anything occurring or not occurring, you do not know the outcome of the event.

#### **10.3**

In the event of any of the warranties set out in clause 10.1 or 10.2 proving to be false, or where we have reasonable grounds to believe a warranty is false, your stake(s) will be forfeited and we will not be obliged to pay any winnings which might otherwise have been payable to you or reimburse you for any Loss incurred. We may also charge you a fee to reimburse us for our costs associated with your breach of a warranty of our Terms and Conditions. We may also report the matter to the police, your parent or guardian, and any appropriate regulatory or law enforcement authority.

## **11. DEPOSITING AND WITHDRAWING FUNDS**

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### **11.1**

Account facilities are provided to you solely to enable you to place bets. You must turn over any deposited funds at least once before you can withdraw them. If you appear to be depositing or withdrawing money without genuinely betting, we may suspend your Account for as long as necessary to conduct an appropriate investigation to determine whether there has been a breach of the Terms and Conditions or a relevant law. If we reasonably believe you are in breach of these Terms and Conditions or a relevant law, we may close your Account

**11.2**

Your Account must not be used as a banking facility. Deposits into your account may only be made with the intention of placing a bet with us or clearing a debt owed to us. Should you make repeated deposits and withdrawals without commensurate bets being placed, we reserve the right to charge to your Account without prior notice, any bank or other charges that we have incurred. We may also close your Account if we reasonably believe you are in breach of these Terms and Conditions.

**11.3**

Where we have incurred banking transaction fees as a result of actions on your Account and you have not bet through or turned over the entire value of your deposit, we will deduct from your Account any bank or other charges that we have incurred plus an administration fee based on a genuine pre-estimate of our staffing and other costs.

**11.4**

We reserve the right to reject and refund any type of payment presented by you to us as reasonably necessary for legal or commercial reasons without giving reason, irrespective of whether we have previously accepted the same type of payment from you or would usually accept that payment type from another customer.

**11.5**

If you request a withdrawal from your Account to a bank account in a jurisdiction other than Australia, we may incur a charge from your bank. For any withdrawal of less than \$250 (Australian dollars) to such bank accounts, we will pass any charges that we incur from your bank on to you, and you agree that these charges will be withheld from the amount you have withdrawn.

**11.6**

If you deposit funds using a credit or debit card that is not your own, we may suspend your Account and request additional information and documentation from you to demonstrate that you are authorised to use the card. This may include the following information relating to the credit or debit card holder:

- a. date of birth (credit card holder MUST be at least 18 years old);
- b. certified copy of ID (driver's licence or passport);
- c. front and back scan of the credit or debit card;
- d. credit or debit card statement;
- e. Medicare card;
- f. a statutory declaration confirming that the deposit was authorised by the card holder; and
- g. full contact details for the card holder.

Your Account may remain suspended until you provide the information requested. In no way does this limit the other remedies that may be available to us in the event that you did not have permission and authorisation to use another person's credit or debit card.

**11.7**

If you deposit funds to your Account using a Flexepin voucher, the following applies:

- a. a Flexepin voucher is a contract between you and Flexewallett Pty Ltd. Please refer to the Flexepin voucher and [www.flexepin.com](http://www.flexepin.com) for the relevant terms and conditions;
- b. if you redeem a Flexepin voucher into your Account, we will use reasonable endeavours to ensure that the funds are credited to your Account within 10 minutes, however it can take up to 24 hours;
- c. once a Flexepin voucher has been redeemed into your Account, it cannot be reversed or refunded, and funds must be turned over at least once prior to any withdrawals;
- d. by redeeming a Flexepin voucher into your Account, you warrant to us that you are the Account holder, and that your Account has not been suspended, banned, self-excluded or otherwise limited in any way;
- e. the minimum Flexepin voucher redemption is \$20; and

- f. if we reasonably suspect any fraud, misuse, unlawful or other irregular activity relating to a Flexepin voucher that may constitute a breach of our Terms and Conditions or relevant law, we may:
- i. prevent the redemption of a Flexepin voucher until such time as we are satisfied that there has been no irregular activity; and/or
  - ii. freeze any funds that have been redeemed into an Account until such time as we are satisfied that there has been no irregular activity; and/or
  - iii. require you to provide any additional information that we may deem necessary to verify your purchase, ownership and use of a Flexepin voucher, and compliance with all of our Terms and Conditions, including evidence of purchase, a statutory declaration and/or identification documentation; and/or
  - iv. limit or prevent your redemption of Flexepin vouchers into your Account.

#### **11.8**

Withdrawals must be made to your own (or a joint) bank account or other authorised withdrawal method. We reserve the right to reject any withdrawals to a third party, including via third party bank accounts or withdrawal methods. We may suspend any Accounts, without notice, with third party payment details if we reasonably believe that you are in breach of these Terms and Conditions or the transfer may otherwise be in breach of a relevant law.

## **12. PAYMENT OF WINNINGS**

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#### **12.1**

Returns due on bets placed in your Account will be added to your current deposit balance once the bet has been settled. This balance will remain in your Account unless you submit a request that part, or all, of the outstanding balance be returned to you, subject to clause 12.2. If your balance is zero, you will be required to transfer more funds into your Account before you are able to place any bet.

#### **12.2**

Without limitation, we reserve the right to withhold or delay the payment of withdrawals from your Account where:

- a. we reasonably believe that the withdrawal is being made by another person and not by you;
- b. we reasonably believe that one or more deposits were made by another person and not by you;
- c. moneys deposited in your Account have not been received in our bank account in clear funds;
- d. you have not bet through or turned over each amount deposited in your Account at least once (unless approved by us); or
- e. you have not verified your credit or debit cards in accordance with clause 7.

#### **12.3**

You are responsible for reporting your winnings and losses, if such reporting is required by your local law or tax or other authorities.

## **13. ACCOUNT CORRECTION**

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#### **13.1**

Where, in respect of any of our betting products or an event within a betting product, we make a material error (whether human or otherwise), we will be entitled to declare the transaction void and withhold any winning payments. If we wrongly pay an amount to you or we pay you more than the amount to which you are properly entitled, you agree to repay to us immediately upon request from us the amount which has been wrongly paid or overpaid to you. You also

give us permission to adjust your Account (or make a withdrawal from another Account you have with us) to reflect the true outcome and rectify the error.

#### **13.2**

You agree to promptly inform us of any matter which comes to your attention from which it might reasonably be concluded that your Account has an incorrect balance for whatever reason or that wrong winnings or dividends have been applied to your Account.

### **14. ERRORS IN RELATION TO MARKETS**

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#### **14.1**

If a bet is accepted in error by us on an event or outcome and the error is material, the bet will be void and your stake returned. Examples of this include, but are not limited to, human errors or system problems where a bet is accepted at a price (which includes the odds, handicap provisions and other terms or details of the bet) that is materially different from those available in the general market at the time the bet was made or obviously incorrect given the chance of the event occurring at the time the bet was made.

### **15. REFUSAL TO REGISTER, SUSPENSION AND TERMINATION OF ACCOUNT**

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#### **15.1**

We have no obligation to:

- a. accept or retain any person as a customer; or
- b. provide or continue to provide you with an Account,

where we reasonably believe that there has been a breach of the Terms and Conditions by you, a breach of relevant law or where it is commercially unreasonable for us to do so.

#### **15.2**

We may suspend or terminate your Account at any time for legal reasons or where we have reason to believe that you are in breach of these Terms and Conditions. Without limiting the preceding sentence, we may close or suspend your Account if:

- a. you have permitted another person to use your Account or disclosed your Access Details to another person;
- b. you have permitted a minor to use your Account or have disclosed your Access Details to a minor;
- c. you are an employee or agent of a wagering operator;
- d. you become bankrupt;
- e. clause 18 applies;
- f. you have used our Betting Platforms in a fraudulent manner or for illegal, unlawful or improper purposes;
- g. you have used our Betting Platforms in an unfair manner or have deliberately cheated or taken unfair advantage of us or any of our customers;
- h. you have been abusive or threatening toward our staff;
- i. you have not provided us with identification we have requested;
- j. we are directed or requested to do so by a government agency, the police, a regulatory authority, a racing or sporting body, or a court; or
- k. we consider that any of the events referred to in (a) to (j) above may have occurred or are likely to occur.

#### **15.3**

If we close or suspend your Account for any of the reasons referred to in (a) to (j) above, then clause 16 applies.

**15.4**

You may close your Account at any time in accordance with clause 17.1.

## 16. CONSEQUENCES OF SUSPENSION OR TERMINATION

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**16.1**

Subject to this clause 16, you agree that we shall not be liable to you for any termination of your Account or your use of our Betting Platforms.

**16.2**

Your sole remedy in the event of termination of your Account shall be the reimbursement of any undisputed Account balance you may have and we shall have no further liability to you whatsoever. Where we suspend or terminate your Account due to you breaching any of our Terms and Conditions or where the Jurisdiction in which you reside is or becomes a restricted Jurisdiction (in accordance with clause 6) and you have placed any bets in relation to events which have not yet taken place at the time of the suspension or termination of your Account, we reserve the right to treat such bets as void, with the stake being returned to you. Where you have a cumulative/multi bet with concluded selections that have settled and selections that have yet to take place at the time at which the Jurisdiction became a restricted Jurisdiction, we reserve the right to remove those selections which have not settled from the betslip and settle the bet as it stands by recalculating the odds accordingly. Any outstanding balance will be paid to you in accordance with the Depositing and Withdrawing Funds section of our Terms and Conditions and where this is not possible, by a method of payment determined by us.

**16.3**

Upon termination of your Account, you agree and acknowledge that your rights to use our Betting Platforms shall immediately terminate and you will remove any software provided to you or downloaded from our Websites or Betting Platforms.

**16.4**

If we suspend or terminate your Account:

- a. you are liable for any Claims incurred or suffered by us and the Indemnified Parties arising out of in connection with your conduct, and you indemnify and hold us and the Indemnified Parties harmless on demand for such Claims; and
- b. we have the right to do any one or more of the following:
  - i. withhold payment to you of any disputed funds, regardless of whether the disputed funds are deposits, winnings, refunds, bonuses, free monies, credits, bonus bets, payouts or the like;
  - ii. treat as forfeited to us (for us to disburse to appropriate third parties, if required) any disputed funds, whether such disputed funds are deposits, winnings, refunds, bonuses, free monies, credits, bonus bets, payouts or the like;
  - iii. withhold payment to you of any amounts in your Account that have been deposited or won in breach of the Terms and Conditions;
  - iv. treat as forfeited to us (for us to disburse to appropriate third parties, if required) any amounts in your Account that have been deposited or won in breach of the Terms and Conditions;
  - v. exclude you from all of our other Betting Platforms and all products and services of the Ladbrokes Group;
  - vi. notify other members of the Ladbrokes Group of your suspension or termination and the relevant circumstances surrounding that action;
  - vii. solely determine what criteria you have to meet in order to establish a new Account with us;

viii. in the case of fraudulent, illegal or similar misconduct by you or failure by you to pay any sums due to us:

- A. furnish any relevant information about you to an intra-group database recording such conduct and, if necessary, hand over your Account details to a collection agency or law firm for the recovery of any sums that you owe us and you hereby irrevocably authorise us to do so in the case of such conduct; and
- B. have forfeited to us (for us to disburse to appropriate third parties, if required), any contested funds that may be derived by you from fraudulent, illegal or similar misconduct.

#### **16.5**

Where a stake or other amount in your Account has been forfeited under these Terms and Conditions, we will retain that amount for a period of 18 months pending the finalisation of any dispute and comply with any reasonable direction from a court, regulator or other enforcement body in relation to the amount.

## **17. CLOSURE OF ACCOUNT AND INACTIVE ACCOUNTS**

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#### **17.1**

You may close your Account at any time by letting us know of your desire to close your Account in writing, via email or post using the contact details in the 'Contact Us' section of our Website. We will refund the balance of your Account by a method of payment determined by us. If you have placed any bets in relation to events which have not yet taken place at the time of you closing your Account such bets shall still stand, and if such bets subsequently win, the corresponding sums will be paid to you within a reasonable time of the outcome of the bet becoming known.

#### **17.2**

Effective as from 1 January 2019, if you have not used your Account to carry out any Betting Activity for a period of 18 consecutive months, your Account will be deemed to be inactive ("**Inactive Account**"). We will notify you if your Account becomes an Inactive Account.

#### **17.3**

Inactive Accounts will be charged a fee of \$5.00 each month they are inactive ("**Inactive Account Fee**") in order to keep the Account open. The Inactive Account will be charged the Inactive Account Fee on the first business day of the calendar month after the Account became an Inactive Account, and thereafter on the first business day of every following calendar month until:

- a. it ceases to be an Inactive Account (you use your Account to carry out Betting Activity);
- b. the Account balance reaches zero.

#### **17.4**

To avoid the Inactive Account Fee, you can simply either place a bet or withdraw your funds into your bank account. If this occurs your Account will no longer be deemed an Inactive Account.

#### **17.5**

We reserve the right to close any Inactive Account where the Account balance has been zero for a consecutive period of 6 months.

## **18. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING**

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#### **18.1**

Some jurisdictions have strict laws on money laundering and terrorism financing that may impose an obligation upon us to report you to the federal or local authorities within such jurisdictions if we know, suspect or have reason to suspect that any of your transactions, amongst other things, involve funds derived from illegal activities or are intended to conceal funds derived from illegal activities or involve the use of our Betting Platforms and/or Accounts to facilitate criminal activity.

#### **18.2**

If we know or suspect that transactions made via your Account involve any of the activities set out above, we may:

- a. immediately suspend or terminate your Account in accordance with clause 15;
- b. take any one or more of the actions permitted by clause 16; and
- c. not refund to you any funds held in your Account.

### **18.3**

We reserve the right to report you to the aforementioned federal or local authorities should we reasonably determine that we may be obligated by law to do so.

### **18.4**

In order to assist in the prevention of money laundering, we may refuse to permit any substantial and/or exceptional withdrawals individually and cumulatively unless notarised copies of at least 2 of the following are received:

- a. your most recent bank statements for the bank account from which your wagers have been paid;
- b. your driver's licence;
- c. another official identification document containing photographic identification of you;
- d. a current and valid passport; and
- e. a utility bill (e.g. gas, water, telephone, etc) bearing your name and your address registered with us.

## **19. PRIVACY COLLECTION STATEMENT & VOICE RECORDING**

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### **19.1**

When you access or use any section of our Website, apply to open or open an Account with us, use any of our Betting Platforms, place a bet with us and/or transact with us, we collect your personal information. We collect your personal information to allow you to use our Betting Platforms, place bets with us, to market our products and services to you and for compliance purposes. If we do not collect your personal information, you will not be able to open an Account with us, use any of our Betting Platforms or place bets with us.

### **19.2**

We may disclose your personal information to our Related Bodies Corporate, or other companies, organisations or sites with whom we have a relationship. Some of these sites may be co-branded with our logo, however, these sites are not operated or maintained by us on our behalf. We may also disclose information to professional advisors, service providers, contractors and other third parties who assist us in operating our business, for example to payment service providers, companies that provide identification verification services (such as Green ID and Equifax), credit reporting businesses, customer analytics providers, and organisations that we engage to deal with you on our behalf. We may also disclose your information to a government agency, the police, a regulatory, racing or sporting body, a court if requested or we are required to do so, or other organisations such as banks to verify compliance with our Terms and Conditions or the law. We may disclose your personal information overseas to organisations including our Related Bodies Corporate and contractors, including providers of payment services, in countries including the US, the UK, New Zealand, Germany, India, Bulgaria, Israel, Austria and the Philippines.

### **19.3**

Our Privacy Policy contains information about how you can access or seek correction of your personal information, or make a complaint.

### **19.4**

When accessing or using our Betting Platforms, we may collect your personal and other information using sophisticated tracking technologies for the purpose of ensuring that you are complying with our Terms and Conditions.

### **19.5**

Calls to and from us may be recorded for security and compliance purposes, and your live chat history may be stored.

### **19.6**

For the purposes of verifying your identification using the Document Verification Service you confirm that you are authorised to provide the details that you provide to us during the account sign-up and identity verification process. This information is sought and used for the purpose of undertaking an information match request in relation to relevant Official Record Holder information and that a corresponding information match result will be provided via the use of third party systems. You acknowledge and consent to the use and access of your information in this way.

## 20. NO WARRANTY

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### 20.1

We will endeavour to provide our Betting Platforms and any content within them (including information about live sporting events such as scores and form guides and other information within our InfoHub) with reasonable skill and care, and take reasonable steps to ensure that our third party contractors who provide us with content or services also take reasonable skill and care. However our Betting Platforms are provided “as is” and we do not make any warranty or representation, whether express or implied, about them. All implied warranties or conditions of satisfactory quality, fitness for purpose, completeness or accuracy are excluded except where we are unable to do so under the Australian Consumer Law.

### 20.2

Information contained within our InfoHub, our Featured Bets and the Live Betting section of our Betting Platforms are provided for your entertainment only. We provide no warranty as to the accuracy of this information and you should not rely on it without independent verification prior to placing your bet.

### 20.3

While we will try to correct reported faults or incorrect content as soon as we reasonably can, we make no warranty that our Betting Platforms and any content within them will meet your requirements or will be uninterrupted, timely, secure or error-free, or that defects will be corrected, or that our Betting Platforms (including our servers) are free from viruses or bugs or represent that they will be functional, accurate or reliable. We also make no warranty as to the accuracy of any information obtained by you through our Betting Platforms.

### 20.4

In the event of systems or communications errors relating to the generation of random numbers, bet settlement or other elements of the betting product, we will not be liable to you as a result of any such errors and we reserve the right to void all affected bets.

## 21. INTELLECTUAL PROPERTY RIGHTS

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### 21.1

You acknowledge and agree that all intellectual property rights in our Betting Platforms, their contents (including any software), the content and data published on or in them, and all other items created by or for us such as our rules, terms and conditions and marketing materials, remains at all times vested in us or our licensors. These intellectual property rights include, without limitation, copyright, trade marks, the underlying software, the design, graphics, layout, the look and feel and structure of our Betting Platforms, database rights, design rights, domain names and rights to goodwill and/or to sue for passing off. You are not permitted to copy or use our intellectual property, except with our prior express written consent.

### 21.2

You acknowledge and agree that our Betting Platforms and the material and content contained within them, is made available for your personal non-commercial use only. Any other use of our Betting Platforms and the material and content contained within them is strictly prohibited.

### 21.3

No data, file, graphics, images, documents, wording such as our terms and conditions, results or other content in our Betting Platforms, including content downloaded or otherwise accessed from our Betting Platforms, and material you may receive in connection with our Betting Platforms, may be copied, reproduced or distributed without our prior written consent. You agree not to, and agree not to assist or facilitate any third party to, in any manner copy, reproduce, transmit, publish, display, distribute, commercially exploit, tamper with, modify, adapt, develop, decompile, reverse engineer or create derivative works of such material and content, or our Betting Platforms or any part of them.

## 22. LINKS FROM OR TO OUR WEBSITE

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### 22.1

Where our Websites contain links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of these sites or resources (other than those owned or operated by a member of the Ladbrokes Group), and accept no responsibility for them or for any loss or damage that may arise from your use of them or their use of any information they may acquire about you (including personal data).

### 22.2

A link from our Website does not constitute an endorsement by us of the use of that link, the company or organisation behind that link or the contents of the website reached using that link.

### 22.3

You agree not to, and agree not to assist or facilitate any third party to, create a link to our Website without our prior express written consent.

## 23. PROMOTIONS AND COMPETITIONS

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### 23.1

We may, from time to time, offer certain promotions and competitions to you. These competitions and promotions may have separate terms and conditions that are specific to that promotion or competition. These Terms and Conditions will apply to any such competitions or promotions, however, in the event of any conflict between the Terms and Conditions and the terms and conditions that are specific to that promotion or competition, the terms and conditions that are specific to that promotion or competition will prevail but only to the extent of any conflict.

### 23.2

We may, from time to time, offer certain loyalty bonuses or rewards to you. These loyalty bonuses/rewards may be conducted in accordance with published, separate terms and conditions that are specific to that loyalty bonus/reward. These Terms and Conditions will apply to any such loyalty bonuses or rewards, however, in the event of any conflict between these Terms and Conditions and the terms and conditions that are specific to the loyalty bonus or reward, the terms and conditions that are specific to that bonus/reward will prevail but only to the extent of any conflict. These loyalty bonuses/rewards offers will be proportionate to gambling activity (including non-monetary privileges attached to tiers in a stepped bonus/reward system) and may offer "high value customer" status to those customers who meet, and on periodic review, maintain high value Betting Activity.

## 24. IT FAILURES

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### 24.1

We cannot be held responsible for a bet not being placed or an offer not being matched for any reason or you being disconnected from our Betting Platforms, including but not limited to malfunction of your Device, failure of telecommunications services or internet connections or malfunction of our hardware, Betting Platforms or any other aspect of our information technology systems, regardless of whether the fault is within our control or not. Absent any verifiable evidence to the contrary, the balance of your Account will at all times be as is recorded on our server.

### 24.2

If you are disconnected from your Account, your balance when you next access our Betting Platforms will reflect the balance after completion of the last bet placed by you prior to the disconnection.

### 24.3

By placing any further bets or offers on our Betting Platforms, you accept your Account balance and the results of any previous bet and agree that the results of any previous bets are no longer in dispute and no refund or other adjustments will be granted. If you feel the results of any of the games is unfair or incorrect, you should contact us immediately and report the incident.

## 25. LIMITATION OF LIABILITY

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### 25.1

Subject to clause 25.4, you agree to fully indemnify, defend and hold the Indemnified Parties harmless immediately on demand, from and against all Claims, arising out of:

- a. any breach of the Terms and Conditions by you; and
- b. any other Claims arising out of your access, use or failed use of our Betting Platforms other than as expressly permitted by the Terms and Conditions.

### 25.2

Subject to clauses 25.3 and 25.4, our liability to you for any loss or damage (however caused, including by our negligence) incurred or suffered by you in connection with the Terms of Conditions or your use of our Betting Platforms is limited to \$100.

### 25.3

Subject to clause 25.4, we are not liable to you for any indirect or consequential loss (even if such losses are foreseeable or if we have been notified by you of the possibility of such loss or damage occurring), including damage to or loss or destruction of, your Device or software or any other data or information of any nature whatsoever on your Device, as a result of you accessing, using, downloading or otherwise interacting with our Betting Platforms or us in any manner whatsoever.

### 25.4

If the Competition and Consumer Act 2010 (Cth) states that there is guarantee in relation to a product or service supplied to you by us, and our liability under that guarantee cannot be excluded but may be limited, then our liability for a breach of that guarantee is limited at our option to:

- a. in the case of supply of a service, resupply of that service or paying the cost of having that service supplied again; or
- b. in the case of goods, repair or replacement of those goods, or paying the cost of having those goods supplied again.

## 26. FRAUD

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### 26.1

We reserve the right to seek criminal and contractual remedies and sanctions against you if we reasonably believe that you are involved in fraudulent, dishonest or criminal acts and will make such reports as necessary to the authorities. We reserve the right to withhold any payment to you where you are reasonably suspected of engaging in fraudulent, dishonest or criminal activities.

### 26.2

You shall indemnify and shall be liable to pay us, on demand, all costs, charges or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss of profit and loss of reputation) arising directly or indirectly from your fraud, dishonesty or criminal actions.

### 26.3

Where dishonest or fraudulent conduct by you results in you owing money to us or otherwise being in debt to us, we may disclose a default or a serious credit infringement about you to one or more credit reporting bodies.

## 27. DISPUTES & COMPLAINTS

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### 27.1

Our process for handling customer disputes and complaints is set out in our Dispute Resolution Policy. You agree that your options for lodging a dispute or complaint are restricted to those options that are listed in the Dispute Resolution Policy.

## 28. COMPLIANCE WITH LAWS

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### 28.1

Our Betting Platforms may be used only for lawful purposes and in a lawful manner. You agree to comply at all times with all applicable laws, statutes and regulations when accessing or using our Betting Platforms, using your Account or placing a bet with us.

## 29. WITHHOLDING PAYMENT AND OUR RIGHT TO OFFSET LIABILITY

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### 29.1

Without limitation, we reserve the right to withhold payment and to declare bets on an event void if we have evidence that any of the following has occurred:

- a. the integrity of the event has been called into question;
- b. the price(s) or pool has been manipulated;
- c. match rigging has taken place;
- d. you were under 18 years of age when you placed the bet;
- e. you were in a Jurisdiction (or a resident of a Jurisdiction) that renders the provision of our products or services to you or your use of them illegal when you placed the bet;
- f. another person has made deposits into or withdrawals from your Account;
- g. you are in breach of our Terms and Conditions; or
- h. we have not been able to verify your identity and address, or any credit or debit card used to place the bet.

**29.2**

Evidence of the above may be based on the size, volume or pattern of bets placed with us across any or all of our Betting Platforms. A decision given by the relevant governing body of the sport in question (if any) will be conclusive.

**29.3**

If you owe any money to us for any reason, we have the right to offset that against money in any of your Accounts with us or money that you have otherwise won, and take that into account before making any further payments to you or permitting you to withdraw any funds from your Account.

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**30. SEVERABILITY**

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**30.1**

If any of the Terms and Conditions (or part thereof) are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision (or part thereof) will to that extent be severed from the remaining Terms and Conditions which will continue to be valid to the fullest extent permitted by law.

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**31. WAIVER**

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**31.1**

No failure or delay by us in exercising any right under these Terms and Conditions shall operate as a waiver of this right. Similarly, any single or partial exercise of any right shall not preclude any further exercise of any of these rights or the exercise of any other right.

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**32. NO PARTNERSHIP OR AGENCY**

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**32.1**

Nothing in the Terms and Conditions shall be construed as creating any agency, partnership or any other form of joint enterprise between you and us.

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**33. ASSIGNMENT**

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**33.1**

You are not permitted to assign, transfer, charge or otherwise deal in your rights and/or obligations under the Terms and Conditions without our prior express written consent. We are entitled to assign, transfer, charge or otherwise deal in our rights under these Terms and Conditions as we see fit.

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**34. THIRD PARTIES**

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**34.1**

Unless otherwise expressly stated, nothing in these Terms and Conditions creates or confers any rights on any persons not party to these Terms and Conditions.

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**35. CONSENT TO TRANSACT ELECTRONICALLY**

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**35.1**

You provide your express consent for us to transact and communicate with you by electronic means.

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**36. LAW AND JURISDICTION**

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**36.1**

The validity, construction and performance of these Terms and Conditions and our agreement with you are governed by the laws of the Northern Territory and shall be subject to the non-exclusive jurisdiction of the Northern Territory, to which you submit, except that either you or we may seek an interim injunction in any court of competent jurisdiction.

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**37. ENTIRE AGREEMENT**

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**37.1**

The Terms and Conditions (including any document expressly referred to in them), and any guidelines or rules posted on our Website or within our Betting Platforms represent our entire agreement with you in relation to the subject matter of the Terms and Conditions and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.