

Credit Betting Terms and Conditions

Clients ("you") may be offered a credit betting facility (a "Credit Betting Facility") by Ladbrokes Digital Australia Pty Ltd (ABN 25 151 956 768) ("we"/"us"/"our") in our sole discretion. The use of a Credit Betting Facility is subject to the terms and conditions below (the "Credit Betting Terms and Conditions"), and our (or our Related Bodies Corporate (as that term is defined in the Corporations Act 2001 (Cth)) other Terms and Conditions referred in our Terms of Use, as amended from time to time, collectively ("Other Terms and Conditions").

1. These Credit Betting Terms form part of and are to be read in conjunction with our Other Terms and Conditions.
2. Your compliance with these Credit Betting Terms and Conditions and our Other Terms and Conditions by you is an ongoing requirement in order for you to maintain a Credit Betting Facility. We may review and/or revoke your Credit Betting Facility at any time, and if we revoke it, any outstanding balance will become immediately due and payable to us as a debt.
3. You warrant to us that you are not in default on any credit account and have not filed for bankruptcy or had a debt agreement (Part IX) with any company. You also warrant that you have the financial capacity to settle your Credit Betting Facility in full on a weekly basis.

Obtaining Credit Information

4. You consent to us obtaining a credit report or any information about your creditworthiness, credit standing, credit history or credit capacity from a credit reporting body to assess an application for consumer credit.
5. We will disclose to credit reporting bodies (CRB) personal information to assess any application for consumer credit.
6. We can obtain from a CRB a credit report containing personal consumer credit information in relation to any consumer/commercial credit provided by us.
7. We can exchange information with other credit providers about you and your application for consumer/commercial credit as permitted by the Privacy Act 1988 (Cth).
8. We can provide your personal information and any consumer/commercial reports to credit providers to collect overdue payments on any consumer/commercial credit owed by you.

Credit Betting Facility

9. You may be invited to apply for a Credit Betting Facility with us on registration, or you may apply to us at any other time. Approval of any Credit Betting Facility is at our sole discretion.
10. A Credit Betting Facility may be reviewed by a third party credit reporting body at any time.

11. You may accept or reject the invitation to apply for, or an offer of a Credit Betting Facility, or you may apply for a Credit Betting Facility with a greater credit limit (an "Application").
12. You warrant and represent that any information supplied by you in an Application is true, correct and complete and will remain so, including but not limited to your email address for the purposes of us communicating with you. You will, upon request by us, establish the truth, correctness and completeness of any information supplied by you in an Application. If any information contained in your Application changes at any time after your Application is submitted to us, you agree to promptly notify us of such change.
13. Omission of any information required in an Application may result in us refusing an Application.
14. We may ask you to verify the information supplied by you in an Application by requiring you to provide documentation (including, but not limited to, a statutory declaration, identification documentation, authority to verify information with your financial institution and/or copies of your payslips, tax returns and bank statements) to us.
15. We may choose to approve or decline an Application in our sole discretion. If your Application is approved, you will be granted a Credit Betting Facility. The credit limit of a Credit Betting Facility may be less than you initially applied for. We are under no obligation to disclose our reasons for declining an Application or offering a Credit Betting Facility with a credit limit lower than you applied for.
16. Withdrawal requests for credit clients are processed daily. We will make payment of the net amount, being the sum of your pending withdrawal total minus the current outstanding credit balance at the time of processing.
17. We reserve the right to transfer your Credit Betting Facility to a weekly payout cycle if, in our sole discretion, your payment history has breached the Credit Betting Terms and Conditions or is otherwise not in good standing.
18. If you set a pre-commitment limit on your betting account and your existing credit limit is greater than that pre-commitment limit, your credit limit may be reduced to reflect your pre-commitment limit. If your credit limit is reduced, you must still repay any outstanding Credit Betting Facility debit balance,

Privacy

19. You acknowledge and agree that all personal information (including credit information) held by us may be used or disclosed in accordance with our Privacy Policy (which is available on our website), as set out below, and as permitted by the Privacy Act 1988 (Cth).
20. We may use your personal information (including credit information) for the following purposes:

- a. to enable us to perform our obligations to you under this agreement;
 - b. to enable us to ensure that you perform your obligations under this agreement;
 - c. to enable the recovery of debt;
 - d. to maintain a credit information file on you;
 - e. to carry out credit assessment on you and our other clients;
 - f. for planning, research, promotion and marketing of our products and services; and
 - g. for analysis purposes.
21. We may disclose your personal information (including credit information) to:
- a. credit reporting bodies;
 - b. organisations associated with the provision of our services, such as associated data centres;
 - c. potential purchasers of, or investors or in, any business conducted by us;
 - d. debt collection agencies and our lawyers;
 - e. racing and sporting bodies upon request by them; and
 - f. law enforcement agencies to assist in the prevention of criminal activities.
22. We currently disclose personal information to the credit reporting bodies Equifax and Dun & Bradstreet. For further information about Equifax or Dun & Bradstreet, or if you have any questions as to how they treat your personal information, please refer to their respective websites www.equifax.com.au or www.dnb.com.au.
23. We may disclose your credit information overseas to our Related Bodies Corporate in the UK or to our contractors, including providers of payment services, in countries including the US, the UK and Germany.
24. Please refer to our Privacy Policy for further information about:
- a. how to access and correct your personal information;
 - b. how to complain if you are unsatisfied with our treatment of your personal information; and
 - c. how we will deal with any complaints.

Settlement

25. You and we agree that you will be required to settle in full any Credit Betting Facility with a debit balance.
26. You and we agree that it is our mutual intention that the Credit Betting Facility is short term credit and in no circumstances is it intended that the credit will be supplied for a period exceeding 5 days from the statement date.
27. The statement period ("Statement Period") for a Credit Betting Facility is seven (7) days. Your first Statement Period ends at 11.59pm on the first Sunday after the activation of a your Credit Betting Facility ("Statement Date"), and every seven (7) days thereafter, unless otherwise agreed in writing between you and us.

28. The settlement period ("Settlement Period) for settling the outstanding balance of your Credit Betting Facility is a period of five (5) days ending at 11:59pm on the Friday immediately following the Statement Period with respect to wagers made by you and accepted by us during the preceding seven (7) day Statement Period, unless otherwise agreed in writing between you and us.
29. You must settle in full the outstanding balance of any Credit Betting Facility before the end of the Settlement Period.
30. You can settle by credit card, BPAY, cheque or EFT. You agree that should you not settle any outstanding balance during a relevant Settlement Period that we may, without further notice to you, debit your registered credit card to settle the outstanding balance. If you settle by cheque and your cheque is dishonoured, then you will be liable to pay us a fee of \$16.50 (including GST) per dishonoured cheque.
31. If you do not settle your outstanding balance in full before the end of the Settlement Period, we reserve the right to charge you an administrative fee of \$25 and any interest on the outstanding amount, set at the Reserve Bank of Australia's Official Cash Rate plus 5%, until the outstanding amount is paid back in full. Interest on overdue outstanding balances shall accrue, be calculated and compound daily from the date when the payment becomes due, until the date of payment. We may also suspend or cancel your betting account.
32. If you have not settled an outstanding balance within seven (7) days after the relevant Statement Date, we may automatically suspend your account from further betting activity until the outstanding balance of your Credit Betting Facility is paid in full.
33. If you have not settled an outstanding balance within twenty one (21) days after the relevant Statement Date, we may institute formal debt recovery proceedings against you to recover the outstanding balance of your Credit Betting Facility.
34. Where you have not settled any outstanding balance of your Credit Betting Facility for prior Settlement Periods, then those outstanding balances must also be settled.
35. You may be unable to place wagers if the outstanding balance of your Credit Betting Facility at any time exceeds the credit limit of your Credit Betting Facility. If we allow you (at your request) to place a wager even though the placement of such a wager may result in your credit limit being exceeded, you agree that the credit limit has been exceeded as a result of your request and you will settle your full outstanding balance of your Credit Betting Facility immediately upon written notification by us to do so.
36. We have the right to recover any overdue amounts from you through various means including but not limited to: debt selling, using mercantile agents or commencing legal action. We may be entitled to recover some costs involved with recovering any overdue amounts and interest, in addition to the overdue amounts.

37. We reserve the right, without prior notice to you, to settle any Credit Betting Facility, whether partially or in full, with the funds of any Related Client Account held with Ladbrokes. This including but not limited to, applying the debit balance held with one subsidiary to any other entity held by the parent company. For the avoidance of doubt, a Related Client Account is any other registered account, whether held in the your name or otherwise, and includes accounts that either; share the same physical address, or through consanguinity or marital connection to you.

Termination, suspension and amendment

38. We may suspend, terminate, amend or make conditional a Credit Betting Facility at any time on notice to you. Upon termination or suspension of a Credit Betting Facility we may require payment of any outstanding balance of Credit Betting Facility immediately thereafter.

General

39. For the avoidance of doubt, it is your responsibility to monitor your Credit Betting Facility and to ensure that you comply at all times with these Credit Betting Terms and Conditions.

40. We may, in our discretion, give conditionally or withhold any approval or consent under these Credit Betting Terms and Conditions.

41. You may only assign your rights under these Credit Betting Terms and Conditions with our prior written consent.

42. Any term by its nature intended to survive termination of these Credit Betting Terms and Conditions survives termination.

43. We do not waive a right, power or remedy if we fails to exercise it or delay in exercising that, right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy.

44. You provide your express consent for us to transact and communicate with you by electronic means, including sending any notices such as a payment demands, notice of intention to list a credit default of your credit file, and other letters of demand to you by email to your last known email address. You agree that we will at all times ensure we have your current email address.

45. If any of these Credit Betting Terms of Conditions (or part thereof) are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, that term, condition or provision (or part thereof) will to

that extent be severed from the remaining Credit Betting Terms of Conditions which will continue to be valid to the fullest extent permitted by law.

Last updated: 27 March 2017