

# BETR GENERAL TERMS AND CONDITIONS

27 August 2024

## 1. General

- 1.1. "Betr", "we", "us" and "our" are references to Betr, the trading name for BlueBet Pty Ltd (hereafter Betr), ABN 42 607 521 835 a company registered in Australia under the Corporations Act 2001. Betr is licensed by the Northern Territory Racing Commission to accept wagers by telephone and the Internet 24 hours a day.
- 1.2. Reference to the "website" are to [www.betr.com.au](http://www.betr.com.au) or m.betr.com.au. References to the "app" or the "Betr app" are to the Betr app available on the Apple App Store or the Google Play Store.
- 1.3. To open a wagering account with Betr ("Account") you must be aged 18 years or older. A "Customer" is a person who holds an Account, and any reference to "you", "your" or "Customer" in these rules is a reference to a Customer.
- 1.4. You agree to be bound by the terms and conditions set out below (the "Terms") and Betr's [Privacy Policy](#) where you:
  - 1.4.1. use, browse or otherwise access our website or app; or
  - 1.4.2. open an Account with Betr;
  - 1.4.3. have another betting account migrated to Betr from a third party or related body corporate (including NTD Pty Limited, the former operator of Betr or BlueBet Pty Ltd); or
  - 1.4.4. place a bet with Betr, whether that be on-line, or via the telephone.
- 1.5. You agree that the service offered by Betr is the ability to place a bet with possibilities of a win or a loss. Your use of our website and app and your Account are at your sole option, discretion and risk and you accept responsibility for any financial loss incurred through the use of your Account.
- 1.6. These Terms are governed by the laws of the Northern Territory.
- 1.7. Any rule or part of these Terms is subject to change, amendment or addition. Such changes will be published on our website through the link to Terms and Conditions. Where the changes are significant and may be detrimental to you, Betr will provide reasonable notice to you. If you do not accept the change(s) notified to you, you should close your Account as soon as possible before the change takes effect. It is your responsibility to ensure that you agree with any changes made to the Terms and Conditions, and your continued use of your Account or our website or products once a change takes effect will be deemed to be your acceptance of that change. It is the responsibility of the person seeking to rely on the Terms to ensure they are making reference to the most recent Terms. To access the most recent Terms, please visit our website or contact us on 1800 797 644 and a copy can be provided.
- 1.8. In the interpretation of these Terms, no rule of construction shall apply to the disadvantage of Betr merely on the basis that Betr prepared these Terms or seeks to rely on these Terms or any part thereof.

- 1.9.** Any reference to a discretion which may be exercised by Betr under these Rules means Betr's sole and absolute discretion.

## **2. Restrictions on use of our website**

- 2.1.** In accessing or using our website you agree that you will not:
- 2.1.1.** use any automated device, software, process or means to access, retrieve, scrape, or index our website or any content on our website without our express prior written consent.
  - 2.1.2.** use any device, software, process or means to interfere or attempt to interfere with the proper working of our website.
  - 2.1.3.** Undertake any action that will impose a burden or make excessive traffic demands on our infrastructure that we deem, in our sole discretion to be unreasonable or disproportionate site usage;
  - 2.1.4.** use or index any content or data on our website for purposes of competing with us in any manner that we have not specifically authorised.
  - 2.1.5.** Transmit spam, chain letters, contests, junk email, surveys, or other mass messaging, whether commercial in nature or not.
  - 2.1.6.** use our website or any content from our website in any manner which is, in our sole discretion, not reasonable and / or not for the purpose it is made available.
  - 2.1.7.** Violate the rights of any person, including copyright, trade secret, privacy right, or any other intellectual property or proprietary right.
  - 2.1.8.** Pose as any person or entity or attempt to solicit money, passwords or personal information from any person.
  - 2.1.9.** Act in violation of any Term or condition of use of our website or any applicable law.
  - 2.1.10.** Reproduce, republish, retransmit, modify, adapt, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit our website or any content on our website, except as expressly authorised by us; or
  - 2.1.11.** Transmit or attempt to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature.
  - 2.1.12.** Use, communicate, resupply, copy or otherwise exploit digital content on the website without prior authorisation, including by exploiting the content in any public place including commercial venues (pubs, clubs, stadiums, racecourses and casinos) or for any purpose other than private viewing by you.
- 2.2.** We reserve the right to prevent unauthorised access to or use of our website, including, but not limited to, instituting technological barriers, or reporting your conduct to any person or entity.

### **RESTRICTED JURISDICTIONS**

- 2.3.** Betr has restrictions in regard to opening accounts and taking bets from

residents in certain jurisdictions outside of Australia. You agree that you will not open an Account unless you are resident in either Australia or New Zealand.

- 2.4.** Please refer to our Restricted Jurisdictions List in Schedule 1 to these Terms, which we will 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.
- 2.5.** The Restricted Jurisdiction List is not an exhaustive list of all Jurisdictions where it is illegal for a person to access or use our website and/or open an Account. 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 website and/or open an Account.
- 2.6.** You may only access or use our websites 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 websites and/or open an Account with us. No winnings will be paid to you if you place a bet whilst you are located in any jurisdiction where it is illegal to do so.
- 2.7.** We reserve the right to request proof of residence or location from you, including if you wish to use a 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 website, or placing of bets with us, is illegal.
- 2.8.** The accessibility of our websites in any jurisdictions in which such activities are illegal, does not constitute an offer, solicitation or invitation by us for the use of our website 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 website or placing a bet with us where you have not complied with this clause 2.
- 2.9.** 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.

### **3. Customer responsibility**

By creating an Account with us and every time you access or use our Website or app you warrant to us and agree the following:

- 3.1.** You are at least 18 years of age.
- 3.2.** You are legally capable of entering into binding contracts, and have legal capacity to do so.
- 3.3.** You are legally able to access our Website and app from your location.
- 3.4.** Your Account is for your own personal use. You must not permit another person to access your Account unless Betr has been provided prior notice of that activity and has approved the activity. In determining whether to approve such activity, Betr may request identification documents for the secondary user and will have absolute discretion.
- 3.5.** You will not use your Account on behalf of or for the benefit of another person. Where Betr has reasonable suspicion that this is occurring it may take whatever action it deems appropriate, including but not limited to suspension of your account,

voiding of pending and resulted bets, restriction of the products available on your account or account closure.

- 3.6.** You are responsible for ensuring that your records, in particular address, telephone number and payment/bank details (including any debit card expiration details), are kept up-to-date and to notify us immediately of any incorrect Account details. In the event that you have not kept your records up to date, Betr reserves the right to suspend your Account.
- 3.7.** You are the true and lawful owner of the monies that you deposit into your Account, withdraw from your Account and wager with us, and you are duly and properly authorised to utilise such monies for the aforementioned purposes.
- 3.8.** You will not deposit or wager any monies with us that are derived from illegal activities.
- 3.9.** You will not attempt to complete transactions or place wagers on your Account after self-excluding your Account through our Website, apps or external self-exclusion register (e.g. BetStop).
- 3.10.** Your personal details, including your name, DOB, email address, mobile number and mailing address are valid, accurate and complete, and they may be used by Betr to keep them informed about products, promotions, services and events. Betr does not sell personal information to other companies.
- 3.11.** If you want to change your contact mechanism (specifying direct mail, telephone or email), or opt out of any communications from Betr, you can do so by amending your details on the Betr website under "My Account" or "My Details". Alternatively, contact Customer Service on 1800 797644.
- 3.12.** It is your responsibility to ensure that you keep your user ID and password confidential. If you suspect that your details may no longer be confidential, you should notify Betr immediately. Providing identity can be confirmed, passwords may be able to be changed via a telephone conversation with one of our operators. Upon notification of the new details, Betr reserves the right to invalidate any future transactions which utilise the previous details.
- 3.13.** If a Customer wishes for another individual to have access to their Account (including family Customer, business partner etc.) this must first be approved by Betr and details for that person provided. If approved, the Customer remains solely responsible for their Account, including but not limited to transactions and bets made by any authorized individual.
- 3.14.** Customers will be responsible for all wagers in which their user ID and password are used for any activity on their Ber Account, unless they have notified Betr in accordance with section 3.12 above. Any wager made by telephone or via the Internet where the user ID has been used will be regarded by Betr as being valid and may not be changed, cancelled or modified unless the Customer informs Betr as soon as practicable after the wager was placed (but before the event has commenced) that the wager was made in error and the initial wager shall only be voided and replaced with another wager at the discretion of Betr management.
- 3.15.** You must immediately notify Betr of any matter (including any potential mental impairment) which may lead us to reasonably infer that your ability to make sound judgments about betting in respect of your Account may be impaired.
- 3.16.** Where you open an Account with Betr, you must comply with points set out in section 4 to our reasonable satisfaction to fully activate your Account and

withdraw funds.

- 3.17.** Subject to the opt-out provisions in Betr's Privacy Policy, you consent and agree that upon opening an Account, information regarding your Account may be sent to you by post and/or electronic means, including but not limited to SMS messaging and email. For the avoidance of doubt, it is accepted by you that there is a risk that information may come into the possession of another person not entitled to receive such information. Accordingly, you acknowledge that whilst Betr will take all reasonable steps to protect your privacy, it accepts no liability for breach of confidentiality or damages for any loss that you may suffer, provided Betr can show it acted reasonably and communicated to you at a physical address, postal address, electronic address or phone number supplied by you or later discovered by Betr using any information supplied by you.
- 3.18.** Betr makes every reasonable effort to prevent self-excluded customers from returning and using our service. If you wish to self-exclude yourself, this can be done through the My Account section of the website, via LiveChat between 8am-11pm or by contacting our Customer Service Team directly. You may also self-exclude yourself from betting with any licenced online Australian wagering operator through BetStop, which is the National Self-Exclusion Register, located at [www.betstop.gov.au](http://www.betstop.gov.au). If you are a self-excluded customer, you must not attempt to open an Account or place any bets with us. However, if you deliberately seek to circumvent our reasonable systems to open a duplicate Account whilst you are self-excluded you are fully liable for your actions and for all activity and bets placed on your Account.

## 4. Customer verification requirements

### IDENTIFICATION VERIFICATION

- 4.1.** Customers are required to provide Betr with adequate identification information to verify their identity as per the requirements of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) ('Act').
- 4.2.** Betr is required by the Act to verify your identification information immediately upon your application to open an Account. If your identification information is not verified in accordance with the Act, you will be unable to transact on your Account until verification is completed. [Click here](#) to view Betr ID requirements.
- 4.3.** Customer identification information ('ID') means your name, residential address ('address') and date of birth, as provided to Betr upon applying for your Account. Customers who do not provide full details up front may have their Accounts suspended, without notice, pending an investigation.
- 4.4.** After you open an Account with Betr, you consent and accept that Betr will supply your ID to a third party (e.g. Green ID, Dun & Bradstreet) for the purpose of ID verification. This will usually involve checking your ID against third party databases and/or credit headers. Unfortunately the verification process available is not perfect and we cannot verify 100% of our Customers this way.
- 4.5.** Where we are unable to verify your identity automatically with an online identity verification company such as Green ID, we may request that you provide either:

- 4.5.1.** A “selfie” photo of yourself holding photo identification, such as a driver’s license or passport; or
  - 4.5.2.** 100 points of identification to us. This information can be sent via email to [verify@betr.com.au](mailto:verify@betr.com.au).
- 4.6.** Where Betr has a reasonable suspicion that the Account holder is not the true or beneficial holder of the Account, we may request any further information we deem reasonably necessary to establish/confirm the true identity of the Account holder. This may include the provision of statutory declarations and certified copies of identification or financial documents. Any such Account will be suspended pending receipt of appropriate documentation evidencing the beneficial owner of the Account. The decision to suspend or re-open the Account will be at the discretion of Betr.
- 4.7.** Where we know or suspect on reasonable grounds that you are not who you claim to be, or that you or any of your transactions may be linked to a crime, we are subject to the reporting obligations under the AML/CTF Act.

#### CARD VERIFICATION

- 4.8.** If a Customer uses a card to fund the Account, Betr may at any time require the Customer to verify that card. This will involve the Customer providing a “selfie” photo of themselves holding the card, front on. Withdrawals may be withheld from any card which has not been verified.
- 4.9.** Betr reserves the right at its discretion to refuse to accept a card where it is reasonable to do so, including but not limited to circumstances where the card is dishonoured.
- 4.10.** Cards used to fund a Customer’s account must match the Customer’s account details. Cards with a name other than that which is registered with Betr for the account in question may be refused and the account may be suspended until proof of consent is provided by the third-party cardholder.

## 5. Betr’s reserved rights

- 5.1.** Subject to the various minimum bet laws in place across various jurisdictions, Betr reserves the right to cancel, change or restrict the products or bet types available to Customers at any time with or without notice to Customers.
- 5.2.** Betr only accepts members who are 18 years of age or above. We seek personal documents to verify information given to us and dedicate resources to ensure minors do not wager on our website. We expect parents and guardians not to allow minors to use our services under any circumstances.

If you suspect someone underage is using the Betr website, please contact us and appropriate action will be taken.

Internet filters can reduce the chance of underage gambling and we recommend the following:

[Cyberpatrol](#)

[Gamblock](#)

[Forcepoint](#)

[27Labs](#)

[BetFilter](#)

- 5.3.** In accordance with its NTRC Licence Conditions, Betr maintains a separate bank account which contains sufficient funds to match every dollar of Customer funds. This requirement is regularly monitored by the NTRC to ensure compliance.
- 5.4.** Betr has made considerable efforts to ensure it operates in a fair, prompt and accurate manner. Save to the extent permitted by law (and only to such an extent), Betr excludes all warranties (express or implied) relating to its online wagering business and shall not have any liability for direct, indirect or consequential loss, damage, expense or injury suffered by any Customer.
- 5.5.** Nothing in these Rules affects our liability:
- 5.5.1.** to pay any Customer winnings or other amounts properly owing to such Customer pursuant to these Rules;
  - 5.5.2.** for death or personal injury arising from our negligence;
  - 5.5.3.** for our fraudulent misrepresentation; or
  - 5.5.4.** for any matter in respect of which our liability cannot be excluded or limited under applicable law.
- 5.6.** Subject to 5.4 and 5.5, Betr's liability in respect of any claim or loss shall be limited in amount to the relevant wager placed by a Customer.
- 5.7.** Where Betr reasonably considers that an Account is being used dishonestly or has been used by, or for the benefit of a third party who is not the Account holder, we may void any pending or resulted bets and close the Account.
- 5.8.** Betr products and bet types are intended for bona fide Customers, that is, those Customers who act in good faith, sincerely, without fraud, and who place a bet with Betr for the purpose of recreation and entertainment.
- 5.9.** Subject to the various minimum bet laws in place across various jurisdictions, Betr reserves the right, in its sole discretion, to determine that a Customer is not eligible for certain products, bet types or promotions.
- 5.10.** Betr reserves the right to close or suspend the Accounts of, and/or void or allow to stand any or all bets made by any person where, in Betr's reasonable opinion, the Account has not been operated with integrity and/or the bet has not been placed on a good faith basis including but not limited to where a person:
- 5.10.1.** knowingly exploits, or intentionally seeks, to exploit a market or these Terms (including by deception);
  - 5.10.2.** seeks to manipulate the outcome of a market (whether or not for personal gain);
  - 5.10.3.** receives an unjust advantage from information which is not known or accessible to the public;
  - 5.10.4.** intentionally abuses an inadvertent error in the description of a market (whether before or after Betr corrects the relevant descriptor);
  - 5.10.5.** takes unfair advantage of our services or systems, or uses these in an unfair,



- improper, unacceptable, dishonest, misleading or manipulative manner; or
- 5.10.6.** abuses or misuses any bonus offer or promotion.
- 5.11.** Betr may suspend or terminate your Account at any time for legal reasons, where it is shown the account is held by a person is in a Restricted Jurisdiction, or where we have reason to believe that you are in breach or may be in breach of these Terms. Without limiting the preceding sentence, we may close or suspend your Account if:
- 5.11.1.** you have permitted another person to use your Account;
  - 5.11.2.** you have permitted a minor to use your Account;
  - 5.11.3.** you are an employee or agent of a wagering operator;
  - 5.11.4.** you become bankrupt;
  - 5.11.5.** Betr holds concerns that operation of your account may be linked to criminal activity or in contravention of the AML/CTF Act;
  - 5.11.6.** you have used our website in a fraudulent manner or for illegal, unlawful or improper purposes;
  - 5.11.7.** you have been abusive or threatening toward our staff;
  - 5.11.8.** you have not provided us with identification we have requested;
  - 5.11.9.** 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
  - 5.11.10.** we consider that any of the events referred to in 5.12 above may have occurred or are likely to occur.
- 5.12.** When a Customer has been referred to Betr by a third-party, where that third-party is an affiliate or agent of Betr, you acknowledge that Betr may make commission or referral payments to that third party. Any such payment is unrelated to the odds offered to the Customers of Betr.
- 5.13.** Betr may appoint a relationship manager to help manage your interactions with us. Subject to your contact preferences, your relationship manager may communicate with you by email, SMS or phone. Some of these messages may include marketing and promotional material. However, given the personalised nature of these messages, you acknowledge and agree that they may not include an 'unsubscribe' or 'stop' mechanism. If you wish to stop receiving these messages, you can opt-out or change your contact preferences at any time by replying to the message with the words OPT OUT or otherwise informing your relationship manager or Betr's customer service team.
- 5.14.** If a Customer receives a Free or Bonus Bet, Betr reserves the right to remove the bonus and refund the remaining balance should a Customer be in breach of these conditions.
- 5.15.** A Customer may only have one Betr Account, unless otherwise agreed to by Betr. If a Customer has additional Betr Betting Accounts, then the Account balances of all associated Accounts shall be transferred into the original Account and:
- 5.15.1.** if, after the transfers, the original Betr Account has a debit balance, then Betr shall be entitled to receive payment for the debit balance immediately; or
  - 5.15.2.** if, after the transfers, there is a credit balance in the original Betr Account, the credit balance will be held by Betr until such time as a



determination has been made by Betr as to whether or not there has been a breach of these Rules.

- 5.16.** Without limiting any other rights it may have, Betr reserves the right to cancel or refuse any bet or part of a bet and also to restrict, suspend or close an Account and to void any and all bets made where, in Betr's reasonable opinion, the Account has not been operated with integrity or if the relevant bets have not been made in good faith. Betr may also, in its sole discretion, withhold any funds in the relevant Account and prevent those funds from being withdrawn until such time as it has completed an investigation in relation to the matter and the operation of the Account. This includes, without limitation, where:
- 5.16.1.** Betr believes that you are attempting (whether alone or acting in concert with others) to obtain a financial benefit or to assist others in obtaining a financial benefit through either the manipulation of totalisator-based dividends or official starting prices or through the taking advantage of an obvious mistake (eg. in relation to pricing);
  - 5.16.2.** Betr reasonably believes that you are not acting in good faith, including (but not limited to) due to the nature of your betting activity, integrity concerns, acting on information not known to the general public, or exploiting systems or technology to obtain an unfair advantage (e.g. through exploiting latency issues);
  - 5.16.3.** Betr considers that your conduct or your Account transaction history gives rise to a sporting, racing or other integrity concern. Betr will use all reasonable endeavours to complete any investigation within a reasonable period of time; or
  - 5.16.4.** Betr identifies any irregular bets or irregular betting patterns associated with your Account, which include, without limitation, placing bets on all likely outcomes of an event, equal or zero margin bets, hedge betting (e.g. using a cash bet to back one side and a bonus credit (Bonus Cash) to back the other side) or betting on both sides of an outcome to satisfy turnover requirements (or similar betting activity). Irregular bet types and irregular betting patterns continue to evolve. Betr reserves the right to reasonably determine what is or may constitute an irregular bet or irregular betting pattern in our sole discretion.

## 6. Deposits and withdrawals

### DEPOSITS

- 6.1.** Customers may deposit into their Account via debit card, BPAY, direct deposit, PayID/EFT or PayPal. Betr will only accept deposits and/or bets from customers whose identity has been verified in accordance with Section 4 of these Terms. Betr reserves the right to remove or restrict payment methods for Customers who reside outside of Australia or if there are other reasonable grounds for doing so.
- 6.2.** If an Account is funded from a bank account card in a different name to the Account holder, we reserve the right to void or cancel any bets on the Account and return the deposited funds to the bank account or card from which they were deposited. Where an Account has not been funded on a good faith basis we may refuse future transactions and retrospectively void existing ones, at our discretion. If we consider that a deposit or withdrawal may potentially be fraudulent, we reserve the right to request proof of deposit or withdrawal bank account

information to verify that the information provided is true and correct prior to permitting funds to be withdrawn from the Account.

- 6.3.** Betr requires that any deposit into a Customer's Account be turned over at least once prior to authorising a withdrawal from the Customer's Account.
- 6.4.** Betr does not charge Customers fees in relation to card transactions, nevertheless the card holder may be charged a fee by their own banking institution upon depositing funds with Betr which is your responsibility to pay.
- 6.5.** At our discretion, we may pass on any charges applied by our bank in relation to telegraphic transfers as requested by the Customer.

#### WITHDRAWALS

- 6.6.** Customers must have completed the ID and card verification processes as explained in section 4 of these Terms prior to any withdrawal being processed.
- 6.7.** If a Customer uses their card to fund the Account, the equivalent of the amount received off each card may be refunded back to that same card from future withdrawals.
- 6.8.** If Betr determines that the risk presented from a payment to or from an Account to be unacceptable, Betr reserves the right to cancel the deposit or withdrawal.
- 6.9.** We reserve the right to withhold or delay the payment of withdrawals from your Account where:
  - 6.9.1.** we reasonably believe that the withdrawal is being made by another person and not by you;
  - 6.9.2.** we reasonably believe that one or more deposits were made by another person and not by you;
  - 6.9.3.** moneys deposited in your Account have not been received in our bank account in clear funds;
  - 6.9.4.** you have not bet through or turned over each amount deposited in your Account at least once (unless approved by us); or
  - 6.9.5.** you have not verified your cards in accordance with clause 4.

Winnings will be credited to a Customer's Account following confirmation of the final result. Should funds be credited to a Customer's Account in error for any reason, it is the Customer's responsibility to notify Betr of the error without delay and the Customer shall return to Betr any funds credited in error. Any wrongfully credited amounts are immediately due and payable by the Customer to Betr regardless as to whether any funds have been paid to the Customer following the error or the Customer has made wagers that negatively affect their Account Balance.

## 7. Dishonoured payments and chargebacks

- 7.1.** Customers agree and warrant that no charge-backs or other cancellation of deposits will be made relating to your Account without our consent. In the event of any of the foregoing occurring, you agree to indemnify us for any costs, claims, damages and expenses relating to or arising in connection with this, including any expense incurred by us in recovering such amounts.
- 7.2.** If you use any of Betr banking specific options you accept that Betr may request a certified or non-certified bank statement to verify where funds have

originated from prior to any withdrawal being approved. You also accept that Betr may decide to return these funds at its discretion and void bets should it deem the funds may be unauthorized.

## **8. Fraud**

- 8.1.** Where Betr has a reasonable suspicion of fraudulent activity related to a Customer's account, including but not limited to card or identity fraud, we reserve the right to:
  - 8.1.1.** suspend an account pending the completion of an investigation; and/or
  - 8.1.2.** request further information or documentation from the Customer;
  - 8.1.3.** cancel any pending or resulted bets which have been placed using funds from a misused or fraudulent card; and/or
  - 8.1.4.** withhold deposited funds and/or winnings from resulted bets; and
  - 8.1.5.** close the Customer's account if there are reasonable grounds established for believing fraud has occurred.
- 8.2.** Any matters of inappropriate or fraudulent use of any card may also be reported to the relevant regulatory or law enforcement authority.
- 8.3.** Betr may track and store technical information on the device that Customers choose to use. Customers accept that this data may be used to reach decisions on investigations where Accounts have not been operated in good faith, including but not limited to Account takeover, bonus or betting abuse, multiple Account operations, payment method abuse etc.
- 8.4.** Betr may periodically review Accounts to monitor any activity that it might consider unusual. In this instance, Betr reserves the right to suspend an Account pending a full investigation, without notice.

## **9. Placement and acceptance of bets**

- 9.1.** Betr is licenced and regulated by the Northern Territory Racing Commission and all bets on an Account are considered to be placed and received in the Northern Territory, Australia.
- 9.2.** Subject to these Terms and prescribed minimum bet limits, Betr reserves the right at any time to refuse any bet or part of a bet without providing a reason or advance notification. The circumstances in which we may refuse a Customer's bet include but are not limited to:
  - 9.2.1.** a Customer is or may be less than 18 years of age;
  - 9.2.2.** Customer is or may be betting on behalf of a person who is less than 18 years of age;
  - 9.2.3.** a Customer is or may be in breach of these Terms;
  - 9.2.4.** a Customer is or may be in breach of any applicable law; or

- 9.2.5.** a Customer's proposed bet would present an unacceptable liability risk to our business. Whether there is an unacceptable liability risk to us for the purpose of this paragraph is at Betr's discretion.
- 9.3.** In the case of wagers accepted by Betr in accordance with these Terms:
- 9.3.1.** Except in the case of "In the Run" wagering, wagers may only be accepted up to the advertised start time, actual start time, or such earlier time as dictated by Betr.
- 9.3.2.** Except in the case of "In the Run" wagering, if a wager is inadvertently accepted in respect of an event after its start time, the wager shall be deemed to have been made invalidly and will be refunded to the Customer. For the purpose of this clause, "inadvertently" means that Betr had no knowledge that the event in question had started and the wager was accepted in good faith.
- 9.4.** "In the Run" means placing a wager on a Betr-nominated market after an event has commenced and is in progress. In such cases, once an event has commenced, the event market will close and a new "In the Run" market will commence.
- 9.5.** Betr may take "In the Run" bets on Betr-nominated events. In such circumstances, markets may be displayed on the website as "Live Betting" and Betr Account holders can call our office to obtain markets. In compliance with the Interactive Gambling Act 2001 (Cwlth) "in the run" wagers will not be accepted over the Internet and may only be accepted over the telephone.
- 9.6.** For internet wagers, and subject to these Terms and prescribed minimum bet limits:
- 9.6.1.** Betr has discretion over which odds, prices or lines ('Odds') it may choose to offer a Customer.
- 9.6.2.** Betr reserves the right to refuse to accept a wager in its absolute discretion.
- 9.6.3.** All Odds (including fixed odds) displayed on the Betr website or apps are indicative only until the Customer has logged in to their account, and may change before the wager is accepted by Betr. The only Odds offered by Betr are those that are displayed after the Customer has logged in, and at the time the wager is confirmed by a Customer. All Odds offered to a Customer are subject to variation until the time a wager is accepted by Betr. For tote derivative products the final price is not known until dividends are declared.
- 9.7.** In the case of telephone wagers, Betr has discretion over which Odds it may choose to offer a Customer. The Odds offered by Betr are those outlined to the Customer by the telephone operator at the time of the Customer making the wager. All Odds offered to a Customer are subject to the wagering limits as described in these Terms, and are subject to variation until the time a wager is accepted by Betr. For tote derivative products the final price is not known until dividends are declared.
- 9.8.** When a Customer is making a bet on their Account via the Internet, it is only accepted once the Customer submits the bet and a confirmation is received by the Customer. This will be accompanied by a ticket number.
- 9.9.** When a Customer is making a bet on their Account via the telephone, the Customer is responsible for quoting the correct Account details. A bet is accepted when a Customer either indicates agreement with a bet after it has been read back to the

Customer or, if the Customer does not disagree with the bet details, when read back to the Customer before the telephone call ends.

- 9.10.** In the event a telephone conversation between a Betr representative and a Customer 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 placed. In such circumstances, it is the responsibility of the Customer to contact us promptly to confirm the bet the Customer wishes to make.
- 9.11.** Customers are unable to change or cancel a bet once the bet has been accepted by Betr unless the Customer informs Betr as soon as practicable after the wager was placed (but before the event has commenced) that the wager was made in error and the initial wager shall only be voided and replaced with another wager at the sole discretion of Betr management.
- 9.12.** The minimum bet on the Internet is \$1.
- 9.13.** The minimum bet via the telephone is \$25.
- 9.14.** In any sporting event where there is a flat line (i.e. 7.0), and the result falls on that flat number, all wagers are void and refunded. Affected multiple wagers (parlays) will be recalculated excluding that leg.
- 9.15.** The maximum telephone or internet wager (or series of telephone or internet wagers) that Betr is compelled to accept at the Odds it offers, is that wager amount so prescribed by law that when applied to the applicable Odds offered and the circumstances of the wager, would result in the maximum amount Betr is compelled by law to pay out on any wager or series of wagers (betting limits as outline in Schedule 2).

## RESULTS

- 9.16.** Where an event or match is postponed and rearranged to take place within 48 hours of the original scheduled starting time, all wagers will stand. If the event or match is rescheduled to take place more than 48 hours later than the original scheduled start time, all wagers will be void and stakes refunded. Affected multiples will be recalculated, excluding that leg. Rules contained in Betr's Sports Rules which relate to individual sports and state a different time period will override this section 9.16.
- 9.17.** In the case of sports betting and all other contests that involve a set length of play or time limit, players must play and the event must run to the conclusion of the designated time, to be considered official for betting purposes. Rules contained in Betr's Sports Rules which are contrary to the above will override this section 9.17.
- 9.18.** Unless otherwise stated in the event description or individual sport Terms, overtime periods or extra time periods will count towards the final result, except in relation to soccer. Other individual markets noted as excluding extra time or overtime, and individual sports Terms stating that extra time or over-time does not count will override this section 9.18.
- 9.19.** Where a Customer has placed a multi bet and one of the selections of the multi bet is scratched, the wager on the remaining selection(s) and the initial stake will stand.
- 9.20.** **Dead Heat Rule:**
  - 9.20.1.** A Dead Heat occurs when two or more selections are placed in the same position after the final results have been given from a specific event.

- 9.20.2.** In the event that a dead heat occurs, reduced returns shall be awarded on all runners involved in the Dead Heat.
- 9.20.3.** If we have not offered the “Draw” or “Dead Heat” selection for a specific event where there has been a Dead Heat, the ticket will be paid out at face value divided by the number of Dead Heating winners of the event.
- 9.20.4.** The reduction on returns shall be dependent on the number of runners involved in the dead heat.
- 9.20.5.** For Fixed Odds bets, the reduced return shall be calculated as the face value of the bet divided by the total number of runners involved in the dead heat.
- 9.20.6.** If Betr have offered the “Draw” or “Dead Heat” (may have a different name) selection and there has been a draw/dead heat in the event, then all Win/Place wagers are losers and the “Draw” selection is the winning wager.

## **10. Errors**

- 10.1.** Betr endeavours to ensure that no errors are made in setting markets including but not limited to errors in prices offered, available selections offered, bets accepted on an Account or any errors in exclusions for certain selections. However, we reserve the right to correct errors and to void any bets prior to or after an event in circumstances where a bet has been accepted and where there has been a material technical, human or other error in setting a market and/or in accepting a bet.
- 10.2.** Where a bet is voided by Betr prior to an event commencing, we will endeavour to contact you by email promptly to inform you that your bet has been voided.
- 10.3.** For the purposes of 10.1, an error in setting a market or accepting a bet will be material in any of the following circumstances:
  - 10.3.1.** the price struck for a bet is materially greater than a price historically offered on the same or a similar market by Betr or a competitor bookmaker;
  - 10.3.2.** there is an error in the price of at least one selection which forms part of a multiple bet; the combined effect of which results in a materially erroneous price;
  - 10.3.3.** the available selection(s) on a market are so different from the selection(s) historically offered on the same or a similar market by Betr or a competitor bookmaker; or
  - 10.3.4.** a person with a good understanding of wagering would reasonably understand that there was an error in a relevant market or in the acceptance of the bet.
- 10.4.** For the purposes of paragraph 10, and in any of the above circumstances:
  - 10.4.1.** A bet includes a single bet or a multiple bet; and
  - 10.4.2.** If the erroneous price or selection is part of a multiple bet placed by you, the multiple bet will be either re-calculated at adjusted (correct) prices or by excluding the event to which the error relates, at Betr's discretion.

## **11. Maximum payouts**

- 11.1.** You acknowledge and agree that for certain bet types your accepted stake or bet may mean that you have the opportunity to win more than a win limit or maximum payout set out in this clause or in our other Terms and Conditions. Even where your approved stake or bet may give you the opportunity to win a higher amount, you agree that we shall only be obliged to pay to you the win limit or maximum payout specified in this clause or in our other Terms and Conditions such as our Racing Rules or Sport Rules. If we impose a win limit or maximum payout on your winning bet and payout, we may refund to you the portion of your stake or bet that, at the designated odds, may have resulted in a payout to you above a win limit or maximum payout.
- 11.2.** Subject to our other Terms and Conditions and in particular other win limits, the maximum payout we shall be obliged to pay to you is as follows:
  - 11.2.1.** For all bets on Australian thoroughbred, greyhound or harness races - \$100,000.
  - 11.2.2.** For all bets on thoroughbred, greyhound or harness races outside Australia - \$50,000.
  - 11.2.3.** For all bets on sports markets - \$100,000.
  - 11.2.4.** For all multi bets - \$100,000.

## **12. Dispute resolution**

- 12.1.** In these Terms, a “Dispute” includes any dispute or matter between Betr and a Customer arising from these Terms or relating to the products and/or services provided by Betr to Customers. All wagers are placed and received at the Northern Territory, Australia. These Terms shall be governed by and construed in accordance with the Laws of the Northern Territory and each Customer irrevocably submits to the exclusive jurisdiction of the NT Courts in respect of any dispute or matter arising from these Terms.
- 12.2.** Where a Dispute arises, the parties will at first instance attempt to resolve the dispute without reference to external parties.
- 12.3.** Where a Dispute cannot be resolved between you and us, that Dispute must be referred by you to a representative of the NT Racing Commission. A Dispute must be lodged by you within 14 days of the Dispute arising. The decision of the adjudicator is final and binding on you and us. Nothing in these Terms precludes a party from seeking urgent interlocutory relief from a court if such relief is reasonably required.
- 12.4.** Calls to and from us may be recorded for security and compliance purposes, and your live chat history and other communication with us may be stored. Where a ‘Dispute’ occurs which cannot be resolved between the Customer and Betr, the Customer agrees that the recording(s) and/or any records of a Customer’s 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 Terms. Records of voice recordings will be securely retained by us in accordance with our privacy obligations



for regulatory purposes.

- 12.5.** Betr does not warrant or imply that participation in wagers complies with the legal requirements of any state or country other than the Northern Territory. Customers must satisfy themselves (and assume full responsibility) for the legality of:

- 12.5.1.** applying to Betr for an Account;
- 12.5.2.** remitting funds by card or other permitted means to an Account;
- 12.5.3.** placement of wagers with Betr; and
- 12.5.4.** receiving winnings from Betr.

### **13. Limitation of liability**

- 13.1.** Subject to 13.4, you agree to fully indemnify, defend and hold Betr and its related entities harmless immediately on demand, from and against all claims, arising out of:

- 13.1.1.** any breach of the Terms by you; and
- 13.1.2.** any other claims arising out of your access, use or failed use of our website other than as expressly permitted by the Terms and Conditions.

- 13.2.** Subject to clauses 13.3 and 13.4, our liability to you for any claim or loss incurred or suffered by you in connection with these Terms or your use of our website is limited to the amount of the relevant bet placed by you.

- 13.3.** Subject to clause 13.4 and unless in the event of our mistake, error, negligence, fraud or willful misconduct, 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 loss of profits, 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 website or us in any manner whatsoever.

- 13.4.** If there is a statutory 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:

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

### **14. Closure of Accounts and Inactive accounts**

- 14.1.** You may close your Account at any time via the 'My Account' section of our website or app. You may also close your Account at any time by submitting a closure request in writing, via email, LiveHelp 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 any pending or unresulted bets at the time of you closing your Account such bets will still stand, and if such bets subsequently win, the corresponding payout will be paid to you within a reasonable time of the outcome of the bet becoming known.

- 14.2.** If you have not made a deposit or placed a bet on your Account for a period of more than 18 months, Betr may deem your account an Inactive Account. To keep an Inactive Account open you must pay a fee of \$10 per month which will be deducted from your Inactive Account (unless your Account balance is \$0). To avoid incurring this payment 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.

## **15. AML/CTF**

- 15.1.** Australia has 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 your Accounts to facilitate criminal activity.
- 15.2.** 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.
- 15.3.** In order to assist in the prevention of money laundering, we may suspend your Account pursuant to clause 5.12 of these Terms and/or refuse to permit any substantial and/or unusual withdrawals individually and cumulatively pending receipt of reasonably requested documentation. We may request documentation indicating the source of the funds you have used to deposit to your Account or the source of your wealth. Such documents will depend upon individual circumstances and may include bank statements, identification documents, share portfolios, business records. All such documentation will be treated strictly in accordance with Betr's Privacy Policy.

## **16. Intellectual Property**

- 16.1.** You acknowledge and agree that all intellectual property rights in our website or app, their contents (including any software), the content and data published on or in them, and all other items created by or for us 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 website, 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.
- 16.2.** You acknowledge and agree that our website and app and the material and content contained within them, is made available for your personal non-commercial use only. Any other use of our website or app and the material and content contained within them is strictly prohibited.
- 16.3.** No data, file, graphics, images, documents, results or other content in our website or apps, including content downloaded or otherwise accessed from them, and material you may receive in connection with them, 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 website or apps or any part of them.

## 17. Assignment

- 17.1.** Betr may assign, transfer or novate any or all of its rights and obligations under these Terms to any third party. You may not assign, transfer or novate any of your rights or obligations under these Terms to any third party.

## 18. Significant events

- 18.1.** To the extent there is any inconsistency between these Terms and rules applying to a specific event or race, the following general terms will prevail.
- 18.2.** If an event(s) occurs beyond the reasonable control of Betr such as an epidemic, pandemic, flood, fire, earthquake, element of nature or act of God, act of war, terrorism, riot, rebellion, strike, blockade, labour disruption or other cause, that materially impacts any sporting, racing or other event (or a series of events or races in a season) which is the subject of a contingency or outcome of a market offered by Betr, Betr may (acting in good faith) exercise its discretion to void, cancel, restrict or otherwise alter or adjust the payout (in whole or in part) of the affected wager(s) placed on the relevant market (including, without limitation, retrospectively take any of the actions contemplated above once a bet has been struck and before or after it has resulted). For the avoidance of doubt, an “impact” on any sporting, racing or other event includes, without limitation:
- 18.2.1.** any reduction in the number of games, matches or race meetings in a season;
  - 18.2.2.** any material change in the length of a game or match or when the matches are played or races are run;
  - 18.2.3.** a material change to the format or rules of the relevant event(s), series, competition or race(s) as determined by the relevant sports or racing body; or
  - 18.2.4.** a change in the location of any match, game, race or event.
- 18.3.** Where a sporting or racing body announces or declares a material change to the structure of a competition, event or race (including, but not limited to, the number of players in match, matches or races in season or the time, location or date of the event(s) or race(s)), and Betr considers (acting reasonably) that such change will have a material impact on a market or bet type taken on, or involving, that competition, event(s) or race(s), all bets on the affected market(s) may be voided by Betr at its discretion (acting reasonably and as soon as reasonably practicable following a relevant announcement). All affected bets (including legs of multi bets) which rely on a number or series of matches or games occurring within a season which are cancelled, will be recalculated accordingly.

## SCHEDULE 1

### RESTRICTED JURISDICTIONS

We are unable to open accounts for individuals in:

Afghanistan	Lithuania	Serbia	China (PRC)
Albania	Luxembourg	Sierra Leone	Christmas Island
Algeria	Macau	Singapore	Cocos (Keeling) Island
American Samoa	Macedonia	Slovakia	Congo (Dem. Republic)
Andorra	Malaysia	Slovenia	Congo (Republic)
Angola	Malta	South Africa	Cote D'Ivoire (Ivory Coast)
Armenia	Marshall Islands	South Sudan (Republicof)	Crimea
Aruba	Martinique	Spain	Croatia
Austria	Mayotte	Sudan	Cuba
Azerbaijan	Mexico	Sweden	Cyprus
Bahamas	Micronesia FS	Switzerland	Czech Republic
Georgia	Moldova	Syria	Denmark
Germany	Monaco	Taiwan	Estonia
Greece	Montenegro	Tanzania	Finland
Greenland	Myanmar(Burma)	Thailand	France
Guadeloupe	Namibia	Timor-Leste	French Guiana
Guam	Netherlands	Tunisia	French Polynesia
Guernsey	Netherlands Antilles	Turkey	French Southern Territories
Guyana	New Caledonia	Turkmenistan	
Hong Kong	Nigeria	Uganda	
Hungary	Northern Mariana Islands	Ukraine	
Iceland	Norway	United Arab Emirates	
Indonesia	Pakistan	United Kingdom	
Iran	Palestine	United States	
Iraq	Panama	United States Minor Outlying Islands	
Ireland	Papua New Guinea	Vatican City State (Holy See)	
Isle of Man	Philippines	Virgin Islands (British)	
Israel	Poland	Virgin Islands (US)	
Italy	Portugal	Wallis and Futuna Islands	
Jamaica	Puerto Rico	Yemen Zimbabwe	
Japan	Reunion	Bahrain	
Jersey	Romania	Bangladesh	
Kazakhstan	Russia	Barbados	
Korea, North (Democratic People's Republic of Korea)	Rwanda	Belarus	
Kosovo	Saint Barthélemy	Belgium Bosnia & Herzegovina	
Kuwait	Saint Martin	Brazil	
Laos	Saint Pierre and Miquelon	Brunei	
Latvia	San Marino	Bulgaria	
Lebanon		Canada	
Liberia			
Libya			
Liechtenstein			

## SCHEDULE 2

### MINIMUM BET LIMITS

Details of the various Minimum Bet Limits can be found at:

QLD THROUGHbred RACING	<a href="#">Minimum Bet Limits MBL :: Racing Queensland</a>
NSW THOROUGHbred RACING	<a href="#">Race Fields Legislation - Racing New South Wales (racingnsw.com.au)</a>
NSW HARNESS RACING	<a href="#">SKM_C65819122009010 (hrnsw.com.au)</a>
VICTORIAN THROUGHbred RACING	<a href="#">Minimum Bet Limit   Racing Victoria</a>
VICTORIAN GREYHOUND RACING	<a href="#">GRV Minimum Bet Limit Policy FAQs</a>
VICTORIAN HARNESS RACING	<a href="https://www.thetrots.com.au/for-participants/rules/policies/minimum-bet-liability-limit-policy/">https://www.thetrots.com.au/for-participants/rules/policies/minimum-bet-liability-limit-policy/</a>
SA THROUGHbred RACING	
SA GREYHOUND RACING	<a href="https://greyhoundracingsa.com.au/wagering/minimum-betting-limits">https://greyhoundracingsa.com.au/wagering/minimum-betting-limits</a>
TASMANIAN THOROUGHbred RACING	<a href="#">Standard-Conditions-of-Approval-July-2017.pdf (tasracingcorporate.com.au)</a>
ACT THROUGHbred RACING	<a href="#">Minimum-Bet-Limits-Conditions.pdf (thoroughbredpark.com.au)</a>
GAMING AND WAGERING COMMISSION OF WESTERN AUSTRALIA	<a href="#">Minimum Bet Limits Guide</a>