Effective from 18/11/2026 (version 7.10)

The Terms and Conditions can be downloaded here.

IMPORTANT INFORMATION

PLEASE READ THIS INFORMATION BEFORE YOU MOVE ON TO THE REMAINDER OF THESE GENERAL TERMS AND CONDITIONS.

Everything contained in these Terms (see Section 1.2 below for how "Terms" is defined) is important and should be read by you, but we would like to draw your attention in particular to the following Sections in these General Terms and Conditions ("General Terms and Conditions" is defined in Section 1.2 below) and the important terms and conditions that they contain. These Sections in particular have the potential to affect your interests. It is important that you read the Sections themselves and not rely on the short summaries below:

By registering for an Account (defined in Section 4.1 below) and/or accessing or using any part of the Services (defined in Section 1.1 below), you are entering into a legally binding contract. That contract is between you and us, and it incorporates all the terms, conditions, rules and documents forming the "Terms" (explained and defined in Section 1.2 below). Please read Section 1 carefully.

You must be 18 or over and meet certain other eligibility criteria and requirements to register for an Account and use the Services. It is also important that you determine whether your use of the Services is illegal in your current location, and you may not use the Services if this is the case. Please read Section 4 carefully.

We will need to complete our Verification Checks (defined in Section 6.1) before you register for an Account and use the Services. We may also run Verification Checks on an ongoing basis after your Account has been opened. We may also pass your information onto third parties for the purpose of completing the Verification Checks. If we're unable to complete our Verification Checks to our reasonable satisfaction, we will have the right to suspend and, ultimately, to close your Account, and we may pass on any necessary information to the relevant authorities. Please read

Section 6 carefully.

You may only register for one Account. If we discover that you have opened and/or operated more than one Account (which we call a "**Duplicate Account"**), we will have certain rights, including the right to close your Duplicate Account(s) (and in some circumstances your original Account too) and to void Transactions (defined in Section 4.1 below), Offers (defined in Section 13 below) and/or winnings. Please read Section 8 carefully.

Withdrawing your funds: You will usually be able to withdraw your available balance at any time, but there are certain circumstances in which we will be entitled to delay or withhold withdrawals. Please read Section 11 carefully.

Maximum winnings limits apply to our Services: This means that, regardless of the amount you stake and no matter how much you appear to have 'won', you will only be entitled to receive up to the maximum winnings limit. Please read Section 11.5 carefully.

We do not have to accept your bets/wagers: We are entitled to decline to accept all, or part, of any Transaction (defined in Section 4.1). If we decline all or part of a Transaction, we may offer a different/amended Transaction (e.g., on different odds) in place of the declined part of the Transaction, which part you are free to accept or decline as you wish. We do not have to tell you our reasons for taking these actions. Please read Section 12.1 carefully.

We may suspend markets/settlement and/or declare Transactions void in certain circumstances: such as, for example, where the integrity of an event has been called into question, or we suspect that the Transaction has been affected by match fixing, price or pool manipulation, other forms of cheating or other suspicious activity. Please read Section 14 carefully.

We will not tolerate fraudulent activity, cheating or any other "Prohibited Activities" (defined in Section 16 below). If you do any of these things, we will have certain rights, including the right to suspend and, ultimately, close your Account, to void relevant Transactions and/or to withhold funds (including winnings). Please read Section 16 and Section 17 carefully.

Errors, Malfunctions, and Interruptions: If any part of the Services suffers an Error, Malfunction, or Interruption (as each of those terms is defined in Section 22 below), we have certain rights, including (but not limited to) the right to suspend the affected event/market while we investigate and/or void affected Transactions. This includes circumstances where the problem is not obvious to you or us and is only discovered by

us when we check or verify the result of a Transaction and/or gameplay retrospectively. Please read Section 22 carefully.

In certain circumstances, our liability to you is limited or excluded: When you access and use the Services, it is important that you understand what we are liable for, when limits to our liability will apply (and what those limits are), and what we are not liable for. **It is also important that you understand that we will not be liable to you under these Terms, nor do we owe you a duty of care, in respect of our compliance or otherwise with any regulatory obligations that we may be under from time to time, including those relating to 'responsible gambling', 'social responsibility' or similar.** Please read Section 23 carefully.

Your obligation to compensate us. You may be required to compensate us if we suffer losses because you have engaged in a Prohibited Activity. Please read Section 24 carefully.

We may sometimes take actions in relation to your Account for legal and/or regulatory reasons, including where required to do so by the terms of our licence and/or a regulatory authority. These actions include running certain Verification Checks, restricting/closing your Account, and preventing you from taking up Offers and/or completing Offers. Please read Sections 6, 13.5, and 17.5 carefully.

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1. Introduction - These General Terms and Conditions and Other Important Terms That Apply to You

1.1 When you register for an Account with us (**"Account"** is defined in Section 4.1 below) and/or use or access any of the betting and/or gambling products or services (including telephone betting (including all forms of Telebet), the bet365.com.au website and mobile application), and/or any other websites or applications that we own or operate (together the "**Services**"), you will be entering into a legally binding agreement with us.

1.2 Not all of the terms and conditions that apply between you and us are set out in these general terms and conditions (the "**General Terms and Conditions**") – some of them are contained in separate documents to avoid these General Terms and Conditions becoming too long. We cross-reference to these other documents and provide you with links to the key sections below. They are still important terms which form part of the legal agreement between you and us, and you should read and understand them just like the rest of these General Terms and Conditions. These cross-referenced terms, which (together with these General Terms and Conditions) form the binding agreement between you and us (which we refer to in this document as the/these "**Terms**"), include the following:

(a) the Rules for Sportsbook products, available by clicking here;

(b) the Cash Out terms and conditions, available by clicking here.

(c) the maximum winnings limits that apply to our Services, available by clicking here;

(d) in addition to the general Offers terms set out in Section 13 below, the specific terms/rules for any Offers that we offer from time to time will be available on the relevant Offer page/s of our website ("Offer/s" is defined in Section 13.1 below).

1.3 In the event of any inconsistency between these General Terms and Conditions and the terms listed above, these General Terms and Conditions will (unless stated otherwise) prevail to that extent.

1.4 Please read the Terms carefully before registering for an Account or otherwise accessing any part of the Services. If you do not accept the Terms, you may not use, visit or access any part of the Services.

2. Who We Are

2.1 References in these Terms to "bet365", "we", "our " or "us" mean Hillside (Australia New Media) Pty Limited, a company incorporated in Australia (company number 148 920 665) with its registered office at Level 27, 100 Mount Street, North Sydney, NSW 2060. Hillside (Australia New Media) Pty Limited is licensed in Australia and regulated by the Northern Territory Wagering Commission ("NT Commission").

2.2 As we made clear in the "Important Information" section at the beginning of these General Terms and Conditions: notwithstanding our regulated status, we will not be liable to you under these Terms, and nor do we owe you a duty of care, in respect of our compliance or otherwise with any regulatory obligations that we may be under from time to time, including those relating to 'responsible gambling', 'social responsibility' or similar.

3. Changes To These Terms and/or the Services

Changes to these Terms

3.1 We may change the Terms from time to time for a number of reasons, including to comply with applicable laws and regulations (including, without limitation for, the purpose of complying with anti-money laundering laws and regulations), to reflect changes to the Services, for security purposes, and/or to reflect changes in our business practices or operations.

3.2 Minor or insubstantial changes may be made at any time and will become

effective immediately on posting to this (or any other relevant) page, and accordingly, you are advised to review the Terms on a regular basis.

3.3 Material changes will be notified to you reasonably in advance of such changes taking effect, either by means of an in-Service notification or via email to your registered email address. You must confirm acceptance of the material changes before these changes come into effect, and you can only continue to use the Services once the material changes to these terms have been accepted.

3.4 If you do not agree to any change in the Terms, you should immediately stop using the Services and close your Account.

Changes to the Services

3.5 We may make changes to, or modify, correct, suspend, add to, remove from, or discontinue, any aspect of the Services (or any part of them) from time to time without liability to you.

4. Account Eligibility and Registration

4.1 To use the Services, and to make any bets, wagers, stakes, and/or similar transactions with us in whatever form, including via our website, mobile application or telephone betting service (including all forms of Telebet), (together "**Transactions**"), you must first register and be accepted for an account with us ("**Account**").

4.2 To be eligible to open an Account and use the Services, you must meet all of the following criteria, and by registering for an Account, you promise to us that you:

(a) are over 18 years of age and of legal capacity to enter into these Terms and use the Services;

(b) are acting solely for your own personal use in connection with your Account and your use of the Services (i.e., you are not acting on behalf of any other person or entity);

(c) are not self-excluded from gambling and are not otherwise prohibited for any reason from gambling or from using the Services;

(d) do not already have an Account with us (see Section 8 below for more information about Duplicate Accounts);

(e) accept that there is a risk of losing money when using the Services, and you are

responsible for any such loss;

(f) are not a bet365 employee or related to a bet365 employee;

(g) are not senior management of a bet365 third-party supplier; and

(h) have not previously had an Account with us (or any member of our corporate group) which we (or that member) have restricted or closed for any reason.

4.3 Access and/or use of the Services may be illegal for people who are residents of, or are located in, certain countries. You are solely responsible for determining whether your access and/or use of the Services is prohibited by applicable laws in your location, and you may not access and/or use the Services if this is the case.

5. Account Opening

5.1 To register for an Account, you must complete the required registration form by providing certain personal information, including your full name, date of birth, address, and telephone number.

5.2 All information supplied by you when registering for an Account must be complete, accurate, and not misleading in all respects.

5.3 You must keep your registration and Account details up to date. This, and your Account information, may be amended in the "My Account" section when logged into your Account or by contacting us. It is particularly important that you update us about any information that affects your use of the Services (for example, your payment method and contact details) as quickly as possible. If you require any assistance, please Contact Us.

5.4 By registering for an Account, you promise and confirm to us that you meet the eligibility criteria in Section 4 above and that all information you provide when registering for an Account (and subsequently) is complete, accurate, and not misleading.

5.5 As part of the registration process, and as part of our licensing requirements, we are obliged to make checks against BetStop – The National Self-Exclusion Register ("BetStop") upon your registration with us. We will also check BetStop each time you log into your Account (to ensure that you have not self-excluded since the last time that you logged in), as well as on any other occasions stipulated under Australian law and/or any other time deemed necessary by us. By registering for an Account, you agree that we

may process the information supplied by you or by BetStop in this way in connection with your registration and your ongoing dealings with us.

5.6 We are not obliged to accept the registration for an Account.

6. Account Verification

6.1 We are required to undertake certain checks to comply with our legal and regulatory obligations, including those under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, and may include checks to verify your age, identity, address, location, financial circumstances, and the source of the funds you deposit and use, and we may also undertake other credit, fraud prevention and verification checks (together "**Verification Checks**"). We may ask you to provide various pieces of information and supporting documentation to enable us to carry out these Verification Checks, for example (but without limitation) a copy of your passport, driving licence, birth certificate, financial statements, documents to support the expenditure on your Account, proof of address and/or any other documents/evidence that we may reasonably require.

6.2 Underage gambling is a criminal offence. If we discover (after you've opened an Account) that you are under 18 years of age:

(a) your Account will be closed;

(b) any deposits you have made will be returned to you;

(c) all Transactions made via your Account will be void; and

(d) we may make a report to the relevant regulatory or law enforcement authorities.

6.3 By registering for an Account, you acknowledge and agree that we are entitled to conduct any Verification Checks that we may reasonably require and/or are required by applicable laws/regulations. We will carry out Verification Checks before Account registration, and we may also need to carry out additional/enhanced Verification Checks at certain points afterwards, for example, where particular financial thresholds are reached and/or if certain risk factors arise or change, in each/either case as reasonably required for us to comply with our legal and regulatory obligations. You agree to promptly provide any information/documentation we may reasonably request in relation to such Verification Checks.

6.4 Until we have received all requested information/documents and completed our

Verification Checks to our reasonable satisfaction, we will not allow you to register for an Account and use the Services. At any time, we may restrict or place limits on your Account in any manner that we reasonably deem to be appropriate, including by preventing you from accessing the Services, entering into any Transactions, or making withdrawals if any further Verification Checks we conduct (additional/enhanced Verification Checks) cannot be completed to our reasonable satisfaction. We may also suspend your Account and, ultimately, your Account may be permanently closed. In this event, we may also be required by applicable regulation and/or a relevant authority to withhold funds in your Account.

6.5 We may supply the information that you have given us to authorised credit reference agencies, fraud prevention agencies, and/or other authorised third parties for use in identification and credit checks and for fraud detection and prevention purposes. We may also share your information with our regulators.

6.6 Your personal information will be processed in accordance with our Privacy Policy (see Section 27 below).

7. Account Security

7.1 We allow our customers to choose their own username/email address and password combination for their Account, as well as a 4-digit passcode for accessing bet365 apps on their mobile devices (together the "**Login Credentials**").

7.2 You must keep your Login Credentials secret and confidential at all times and never share them with someone else.

7.3 You are responsible for all Transactions made via your Account and any other activities taking place on/via your Account where your Login Credentials have been entered correctly and/or if your Account has been accessed via Touch ID, Fingerprint log in, Face ID, Passcode, 'Keep me logged in', or any similar facility on your device/s (and in each of these cases, whether or not authorised by you).

7.4 We recommend that you change your Login Credentials regularly. If, at any time, you suspect that someone else is aware of your Login Credentials, you should change them immediately via your Account settings. If you forget part or all of your Login Credentials, please Contact Us.

7.5 If you activate Touch ID, Fingerprint log in, Face ID, Passcode, 'Keep me logged in' and/or any similar facility on your device/s and you suspect that someone else could be accessing your Account via any of these facilities, you should immediately disable the

relevant facilities from your device/s and Contact Us.

7.6 For Transactions placed by telephone (including all forms of Telebet), you are responsible for all Transactions where your Account number is correctly quoted (whether or not authorised by you). If: (a) we have authorised you to nominate a specific person to access your Account on your behalf (for example to assist you with a visual or other impairment); and (b) we have expressly approved that person following satisfaction of our verification checks and any other conditions we may have imposed, you will then be permitted to allow that person to access your Account provided that you will be solely responsible for all Transactions and other activities made or placed by such person using your Account details regardless of whether such Transactions/activities have been authorised by you or not.

7.7 Please note that cardholder details and any other sensitive data should never be sent to us by unencrypted email. If you need assistance with sending encrypted emails or sending us sensitive data, please Contact Us.

7.8 The current balance and Transaction history of your Account may be viewed at any time once you have logged into your Account.

8. Duplicate Accounts

8.1 You may open only one Account. If we discover or have reason to believe that you have opened more than one Account, each such additional Account will be classified as a "**Duplicate Account**". We are entitled, in respect of each Duplicate Account:

(a) to close such Duplicate Account, leaving you with only the original Account (unless we have reason – for example, if you have deliberately or fraudulently opened more than one active Account – to close all your Accounts);

(b) to treat all Offers using the Duplicate Account (and if applicable the original Account), and all winnings accrued from such Offers, as void; and

(c) to void all unsettled and/or future Transactions on the Duplicate Account (and all winnings accrued from such Transactions).

9. Dormant Accounts

9.1 We will treat your Account as “Dormant” if your account has been inactive for a consecutive period of at least 365 days. An account is deemed to be inactive during any period in which none of the following actions takes place in relation to:

(a) A successful deposit; or

(b) A Sports bet is placed.

9.2 If the balance in your Account is zero at the time it is classified as Dormant, it will be closed and, no fee will apply. However, if you have a positive balance in your Account, we will attempt to notify you using the details you provided during your registration process (or as later updated by you).

9.3 For security reasons, we may need to confirm that the details of your last payment method are still correct prior to us being able to return the balance back to it. Should it not be possible to return the balance back to your last payment method, you will be required to provide details of a bank account in your name that we can verify and return the balance to.

9.4 If your Account remains Dormant, then, after a minimum period of 28 days following our first attempt to notify you as described above, we will start to deduct a monthly "**Administration Fee**" of $5 from your Account balance.

9.5 The Administration Fee calculated in accordance with 9.4 above will continue to be deducted from your Account balance on a monthly basis until the earlier of: (a) your Account balance reaching zero (when we will close your Account); (b) you withdrawing your balance in full; or (c) you 'reactivating' your Account.

9.6 You can 'reactivate' a Dormant Account by:

(a) making a successful deposit; or

(b) placing a Sports bet.

10. Deposits, Currency Exchange, and How Your Funds Are Held and Protected

Deposits

10.1 You may only make Transactions of/up to the amount of cleared funds held in your Account. This means that, if you want to make Transactions via your Account, you must deposit funds into that Account. Transactions which may inadvertently have been accepted when the Account did not have sufficient funds to cover the Transaction will be void.

10.2 Further details of how to deposit can be found by clicking here. We are entitled to withdraw and/or restrict certain payment/deposit methods at any time without notice or liability to you.

10.3 You may only deposit funds into your Account from a payment source where you are the named account holder.

10.4 We do not charge for deposits made by Debit Card. However, please be aware that some card issuers consider betting transactions as 'cash' payments and therefore may charge you a cash advance fee. Please check with your card issuer for further details.

How your funds are held and protected

10.5 In accordance with our licence conditions, we will maintain a bank account(s) which at all times shall have sufficient funds to cover all monies owed by us to all our customers. The bank account(s) funds shall not be less than the total of all customers' credit balances with us. Our compliance with this 10.5 is regularly monitored by the NT Commission.

10.6 We are not a bank, and you may not use your Account to hold funds which are not intended to be used for the Services. Funds in your Account do not bear interest and, no credit will be offered by us (meaning that all Transactions must be supported by sufficient funds in your Account).

11. Withdrawals

11.1 You may withdraw any cleared real money balance in your Account at any time, provided that:

(a) all payments made into your Account have been confirmed as cleared and have not been charged-back, reversed or otherwise cancelled;

(b) we have completed our Verification Checks to our reasonable satisfaction (see Section 6 above). Where we have requested information from you to carry out these Verification Checks (see Section 6.3 above), any delay in providing this information may cause delay when withdrawing funds;

(c) we are not required to withhold payments of your deposit and/or winnings by applicable law or regulation and/or have not been instructed to do so by a regulator; and

(d) there is currently no ongoing, or completed (save where completed and decided in your favour), investigation:

i) into an Error, Interruption or Malfunction (as those terms are defined in Section 22 below) involving any aspect of the Services which you have used; or

ii) where we have reasonable grounds to believe you have engaged in a Prohibited Activity (defined in Section 16.2 below) which would entitle us to withhold funds in accordance with Section 17.5 below,

and in the case of the above, you acknowledge and understand that, as we made clear in the "Important Information" section at the beginning of these General Terms and Conditions, we are ultimately entitled to void any affected Transactions, withhold funds (including any winnings) and (in the case of illegal or Prohibited Activities) suspend and, ultimately, close your Account.

11.2 Withdrawal payments can only be made in the name of and to the registered Account holder.

11.3 For most payment types, withdrawals can be processed by clicking 'Withdraw' within your Account settings, subject to there being sufficient cleared funds in your Account and save where these Terms require or entitle us to withhold funds (as explained in Section 11.1 above). Authorised withdrawals will usually be processed back to the same payment method that was used to deposit funds into the Account, save that, where the balance is funded from more than one payment method, the withdrawal will be split between such payment methods pro rata.

11.4 We don't impose a maximum withdrawal amount per day, but specific withdrawal methods carry their own maximum per-transaction limits. Please refer to the Withdrawals by clicking here for more details.

11.5 As we made clear in the 'Important Information" section at the beginning of these General Terms and Conditions, maximum winnings limits apply to the Services and these limits apply regardless of the amount you have bet or staked on those Services. This means that, regardless of the amount you bet/stake and no matter how much you appear to have 'won' as a result of a Transaction, you will only be entitled to receive up to the applicable maximum winnings limit. Our current Maximum Winnings can be found by clicking here.

12. Placing Transactions and Transaction Confirmation

Placing Transactions

12.1 We are entitled to decline to accept all, or part, of any Transaction requested by you via the Services in our discretion. If we decline all or part of a Transaction, we may – but are not obliged to – offer you a different/amended Transaction in place of the declined part of the Transaction (e.g., different odds), and you are free to accept or decline this different/amended part of the Transaction as you wish. We are not obliged to tell you why we have declined to accept a Transaction, or why we have offered a different/amended Transaction.

12.2 We only accept Transactions made online (including via mobile app) or by telephone (including by all forms of Telebet). Transactions are not accepted in any other form (post, email, fax, etc.) and, where received, will be invalid and void - win or lose.

12.3 It is your responsibility to ensure the details of your Transactions are correct. Once Transactions have been placed, they may not be cancelled by you.

12.4 Your funds will be allocated to particular Transactions in the order they are placed and will not then be available for any other use. Transactions placed using funds which have already been allocated to one or more other Transactions will be void.

Transaction Confirmation

12.5 Transactions will not be valid if there are insufficient funds in your Account to cover the Transaction.

12.6 For Transactions placed by telephone (including all forms of Telebet), these will only be valid and deemed accepted once an operator has confirmed to you that the Transaction has been successfully processed and accepted.

12.7 Any Transaction that you request online or via our app/s will be valid **only** once accepted by our servers and subject to our having received payment in full (see Section 12.8). Each valid Transaction will receive a unique Transaction code. We will not be liable for the settlement of any Transactions which are not issued with a unique Transaction code, because these Transactions are not valid. If you are unsure about the validity of a Transaction, please check your Account history or Contact Us.

12.8 Transactions are not valid until we have received a cleared payment in full. Transactions will automatically be void if we have not received the payment prior to the relevant event commencing.

12.9 Should a dispute arise, you and we agree that our Transaction log database will be the ultimate authority in such matters.

13. Promotions, Bonuses and Offers

13.1 Subject to all applicable laws, we may offer certain bonuses, offers and/or promotions from time to time via the Services, including (without limitation) free bets, bet credits, cash prizes, tangible prizes, store cards, rebates, and cashback (each an "**Offer**" and together "**Offers**").

13.2 All Offers are subject to these Terms, which, as explained in Section 1.2 above, include the specific terms/rules for any Offers.

13.3 Each Offer is limited to one per person.

13.4 We may withdraw, amend or cancel any Offer at any time and without notice. If we do so (and save in the circumstances outlined in Section 13.5 below), any Offers that you have opted in for or otherwise accrued will still be valid in accordance with and subject to the relevant Offer Terms that applied at the time of their offer.

13.5 We may also prevent the take-up of new Offers and/or the completion of Offers for legal and regulatory reasons, including but not limited to those relating to responsible gambling.

14. Transaction Settlement and Payouts, Including Our Right to Suspend Markets/Events

14.1 As explained in Section 1.2 above, Transactions are subject to our maximum winnings limits, which form part of these Terms.

14.2 The 'To Return' calculation available on the Services is for information purposes only, and all Transactions will be calculated using the stake/risk at the odds accepted. In multiple bet/parlay Transactions with a void selection(s), the 'To Return' figure is reduced accordingly.

14.3 If a customer includes a non-runner or void selection in a multiple bet/parlay Transaction, the Transaction will be settled on the remaining selections.

14.4 Winnings from settled Transactions are added to the balance of your Account, subject to our rights to void winnings/withhold sums as explained and specified in these Terms.

14.5 We are entitled to: (i) suspend our offering on any event or series of events in any of our markets and/or any of our markets as a whole; (ii) withhold settlement, and/or (iii) (subject to the concurrence of the NT Commission) declare Transactions void, in each/either case if we have evidence that any of the following has occurred in connection with such event or series of events:

(a) the integrity of the event/s has/have been called into question;

(b) the price(s) or pool have been manipulated;

(c) we have reason to believe automated systems or players have placed the bet;

(d) we have received erroneous information from feeds in connection with the event/s;

(e) irregular or unusual betting patterns have taken place; or

(f) match fixing has taken place.

Evidence of the above may (without limitation) be based on the size, volume or pattern of Transactions placed with us across any or all of our betting channels. If no fraudulent or unlawful conduct is found to have occurred following completion of our investigation (and/or, if applicable, the investigation of the relevant governing body of the sport in question (if any)), settlement of the relevant Transactions will be completed. A decision given by the relevant governing body will be conclusive.

14.6 Where there is evidence of a series of Transactions each containing the same selection(s) having been placed by or for the same individual or syndicate of individuals, we are entitled to make Transactions void or withhold payment of returns pending the outcome of any subsequent investigation.

14.7 For events where there is no official 'off' declared, the advertised start time of the event will be deemed the 'off'. If for any reason a Transaction is inadvertently accepted after an event or match has commenced (other than live In-Play betting clearly indicated on the Services), Transactions will stand providing the final outcome is not known, and that no participant/team has gained any material advantage (e.g. a score, sending off for the other team, etc) at the time the Transaction was placed. If, however, the outcome of an event/market is known, we are entitled to void the Transaction, win or lose. Disputes over the time a Transaction is placed will be settled using the Transaction log.

14.8 In-play betting: where we have reason to believe that a Transaction is placed after the outcome of an event is known, or after the selected participant or team has gained a material advantage (e.g., a score, sending off for the other team, etc.) we are entitled to void the Transaction, win or lose.

14.9 If, for any reason, we are unable to validate the outcome of a particular market (e.g., due to loss of live pictures), all Transactions will be void, unless settlement of Transactions is already determined.

14.10 Transactions are settled to fractional prices, irrespective of the odds format used for Transaction placement.

14.11 You are responsible for reporting your winnings and losses to the tax and/or other authorities in your jurisdiction.

14.12 Settlement of Transactions on American sports: In all cases, Transactions on American sports will be settled using statistics and results as provided by each sport's governing body (obvious errors excepted). The relevant governing bodies are as follows: NFL, NCAAF, CFL, NBA, NCAAB, NHL, MLB, NASCAR, MLS and the PGA tour.

15. Sports and Special Event Betting

15.1 We accept Transactions for sporting and other special events that are advertised on the Services. All such Transactions are subject to the rules applicable to each sport, e.g., Soccer, Tennis, Boxing, etc. Our general betting rules will apply to any situations not covered by the special rules.

15.2 Where the official result of a market is a tie and no price was quoted for that eventuality, all Transactions on participants involved in the tie will be void and stakes will be returned.

15.3 The result of a match or event will be determined on the day of its conclusion for betting purposes, subject to confirmation by the relevant sport's governing body. Any subsequent enquiry that may result in an overturned decision will not be recognised by bet365, and the original settlement of Transactions will stand.

15.4 If a match venue is changed (other than to the away team's ground) then bets already placed will stand providing the home team is still designated as such. If the home and away team for a listed match are reversed (e.g. match is played at the original away team's ground) then bets placed based on the original listing will be void, unless

otherwise stated.

15.5 Next to Start - For specified sports, we have a coupon, listing betting opportunities within specified time frames of the next 15/30/60 minutes and 2/3 hours. Transactions will stand irrespective of whether the time of the fixture changes.

16. Prohibited Activities

16.1 You may only use the Services and your Account for lawful gambling purposes in accordance with these Terms. You must not engage in, or assist, facilitate or procure any third party to engage in, any activity which we define below as a "Prohibited Activity" and you acknowledge and understand that the consequences of you doing so will (depending on the specific circumstances) include the voiding of any relevant Transactions, the withholding of any attributable winnings, and the suspension and/or closure of your Account. You may also be liable to compensate us for losses suffered by us as a result of you engaging in a Prohibited Activity (see Section 24 below).

16.2 The following activities (including any attempt to engage in the following activities) are each defined as a "**Prohibited Activity**":

(a) if you become bankrupt;

(b) if you deliberately attempt to circumvent our Responsible Gambling policies and procedures;

(c) if we discover or have reason to believe that you have used the Services in a fraudulent manner and/or for illegal and/or unlawful purposes;

(d) if you repeatedly exceed our daily Account login limit;

(e) if we discover or have reason to believe that you have engaged in a betting strategy that exploits differences in odds between different sportsbooks, or that involves placing bets on all possible outcomes of an event, in either case, in order to guarantee a profit regardless of the outcome of the event (sometimes referred to as 'arbitrage' or 'arbing');

(f) if we discover or have reason to believe that you are depositing or withdrawing money, or otherwise using the Services, without genuine play/wagering;

(g) if we discover or have reason to believe that you have used the Services in an unfair manner, including if you have cheated, colluded, or taken unfair advantage of us, the Services, or any other user of the Services;

(h) if we discover or have reason to believe that your Account is being used for the benefit or on behalf of a third party, and/or if you are using the Services other than for your own personal and recreational use (including if you are using any third party's Account);

(i) if we discover or have reason to believe that you are depositing funds into your Account without the intention to place Transactions;

(j) if the name on your Account differs from the name on the payment method used to make deposits to your Account;

(k) if you are using or attempting to use a VPN or similar technology to disguise your location;

(l) if we have received a "charge back", "denial", "reversal" and/or "return" notification via a deposit mechanism used on your Account;

(m) if you misuse any Offers, including if we discover or have reason to believe that you are taking unfair advantage of, or are exploiting or manipulating, any Offers or you otherwise breach the Offer Terms;

(n) if you provide incorrect, incomplete, or misleading information while registering for an Account or afterwards;

(o) if we discover or have reason to believe that you have allowed or enabled someone else to use or access your Account (except solely as authorised by us under Section 7.6 above);

(p) if we discover or have reason to believe that you have deliberately or fraudulently opened or are using one or more Duplicate Account/s;

(q) if we discover or have reason to believe that you are prohibited from entering into a Transaction by any term of your contract of employment, these Terms, or any rule of a sport governing body or other professional body of which you are a member and which applies to you;

(r) where a Transaction is made on the outcome of a race, competition or other event or process or on the likelihood of anything occurring or not occurring, and we discover or have reason to believe that you know the outcome of that race/competition/event/process;

(s) if we discover or have reason to believe that you are misusing non-public information to place a Transaction;

(t) if we discover or have reason to believe that you are depositing money into your Account which originates from criminal and/or other illegal activities;

(u) if you behave in a defamatory, abusive, obscene, discriminatory, or otherwise inappropriate manner towards other users of the Services, our customer support team, and/or other staff members/representatives;

(v) if we discover or have reason to believe that you have used, developed, supported or otherwise facilitated the use of any automated systems, devices, scripts, programs, robots, processes (including crawlers, browser plugins and add-ons or any other technology) or software to copy, scrape, and/or extract the whole or any part of the Services, any information or data, records or other material on the Services or any part of it (including, but not limited to, results, statistics, sporting data and fixture lists, odds and betting figures, APIs, background technology, software or code), or any other information or data on or contained within or as part of the Services and/or its source code (sometimes referred to as 'screen scraping' or 'scraping');

(w) if we discover or have reason to believe that you have sought to make commercial use of the whole or any part of the Services, the information or data on the Services (including, but not limited to, results, statistics, sporting data and fixture lists, odds and betting figures), or any other information or data on the Services and/or its source code;

(x) if we discover or have reason to believe that you have in any way interfered, interrupted, or manipulated the operation of the Services or the normal running of any of the Services;

(y) if we discover or have reason to believe that you have used any third-party external player assistance programs or software which are designed to provide an unfair advantage to customers, including (without limitation) the use of artificial intelligence, automated players (bots) and/or player assistance software;

(z) if we discover or have reason to believe that you have exploited or participated in the exploitation of a fault, loophole or error (including any Error, Malfunction or Interruption as defined in Section 22 below) in the Services and/or in our or any third party's software;

(aa) if we discover or have reason to believe that you have, or have attempted to, sell,

transfer and/or acquire any Account/s from other customers;

(bb) if you seriously breach these Terms in some other way;

(cc) if we discover or have reason to believe you have engaged in, or procured, any form of circumvention measure against any technical measure deployed or used on any part of the Services to prevent the copying, scraping, or other misuse of the Services or any information or data, records or other material on the Services; and/or

(dd) if you (save to the extent permitted by a mandatory provision of applicable law which cannot be disapplied by way of agreement) reproduce material, information, data or content on or in the Services as part of text and data mining activities or for the purpose of training or otherwise developing or deploying an AI-based system.

17. Suspension, Limitation, and Closure of Your Account by Us

17.1 We may close, restrict, limit or suspend your Account at any time and without notice, except as set out below in this Section 17.

17.2 We may notify you of an Account closure by us, except where we discover or suspect (acting reasonably) that you have engaged in a Prohibited Activity, in which case we are entitled to take such action without notice following the process set out below. We reserve the right to conduct all necessary investigations into any suspected Prohibited Activity, and to take all actions considered necessary to protect our rights against any and all parties involved in the unauthorised use of the Services and or Prohibited Activity, including using blocking technology if any scraping or copying of the Services or any information or data, records or other material on the Services is suspected.

17.3 If we discover or have reasonable grounds to suspect that you have engaged in any Prohibited Activity, we will limit or suspend your Account without notification, and your Account will remain restricted/suspended while the matter is investigated. You agree to cooperate fully with any such investigation. Your funds cannot be accessed or withdrawn during periods of suspension, and any balance will remain in the Account. We will use reasonable efforts to undertake our investigation within a reasonable period, but you acknowledge that any delay on your part to respond to our information or other requests will affect our ability to do so.

17.4 If our investigation results in our decision (acting reasonably) that the issue has been resolved to our satisfaction, we will lift the Account suspension. If our investigation results in our decision (acting reasonably) that you have engaged in any

Prohibited Activity, we will permanently close your Account. In these circumstances, your details may be passed on to any applicable regulatory authority or any other relevant external third parties.

17.5 We may also, from time to time, be required to restrict, suspend or close Accounts for legal or regulatory reasons, including where we are required to do so by a competent authority and/or the terms of our licence. Such actions, if applicable, may affect your use of your Account.

17.6 If we close your Account, any positive real money balance in your Account at the time of such closure by us will be paid back to you, **except that**:

(a) if you have engaged in illegal activity, we are under no obligation to refund to you any money that may be in your Account; and

(b) if we discover or determine (acting reasonably) that you have participated in any Prohibited Activity, then we will withhold all or part of the Account balance and/or void or recover from your Account deposits, pay-outs, Offers, and/or any winnings (if/as applicable) in each case to the extent attributable to the relevant Prohibited Activity/ies.

18. Closing Your Own Account

If you want to close your Account, please do so via our Account Closure page by clicking here. Any negative balance on your Account will become immediately due and payable to us, and your Account will not be closed until the relevant amount owed to us is paid in full.

19. Your Equipment

19.1 Your computer equipment or mobile device and internet connection may affect the performance and/or operation of the Services.

19.2 Click here for further information relating to Services accessibility requirements and technical issues relevant to the use of the Services.

20. Software and Technology

20.1 In order for you to use certain aspects of the Services, you may need to download some software (the "**Software**").

20.2 Also, certain third-party product providers may require you to agree to additional

terms and conditions governing the use of their products. If you do not accept those third-party terms and conditions, do not use the relevant third-party software. We do not accept any liability in respect of any third-party software.

20.3 You may only use the Software for the purpose of using the Services as they are designed to be used and, save to the extent permitted by applicable law, for no other purposes whatsoever.

20.4 We grant to you a personal, non-exclusive, non-transferable right to use the Software, for the sole purpose of using the Services as they are designed to be used, in accordance with the following provisions.

(a) You may not: (i) install or load the Software onto a server or other networked device or take other steps to make the Software available via any form of "bulletin board", online service or remote dial-in or network to any other person; (ii) sub-license, assign, rent, lease, loan, transfer or copy (except as expressly provided elsewhere in these Terms) your licence to use the Software or make or distribute copies of the Software; (iii) enter, access or attempt to enter or access or otherwise bypass our security system or interfere in any way (including, but not limited to, robots or similar devices) with the relevant products or the Services or attempt to make any changes to the Software and/or any features or components thereof; or (iv) copy or translate any user documentation provided online or in electronic format. In addition, and except to the minimum extent permitted by applicable law in relation to computer programs (including, the purposes expressly permitted by Division 4A of Part III of the Copyright Act 1968), you are not permitted to: (a) translate, reverse engineer, decompile, disassemble, modify, create derivative works based on, or otherwise modify the Software; or (b) reverse engineer, decompile, disassemble, modify, adapt, translate, make any attempt to discover the source code of the Software or to create derivative works based on the whole or on any part of the Software.

(b) You do not own the Software. The Software is owned and is the exclusive property of bet365 or a third-party software provider company (the "**Software Provider**"). Any Software and accompanying documentation which have been licensed to us are proprietary products of the Software Provider and protected throughout the world by copyright law. Your use of the Software does not give you ownership of any intellectual property rights in the Software.

(c) Subject always to Section 23.1, the Software is provided "as is" and we do not warrant that: (i) the Software will meet your requirements; (ii) the Software will not infringe any third party's intellectual property rights; (iii) the operation of the Software will be error free or uninterrupted; (iv) any defects in the Software will be corrected; or

(v) the Software or the servers are virus-free.

(d) In the event of communications or system errors occurring in connection with the settlement of Accounts or other features or components of the Software, neither we nor the Software Provider will have any liability to you or to any third party in respect of such errors. In the event of such errors, we are entitled to remove all relevant products from the Services and take any other action to correct such errors.

(e) You acknowledge that how you use the Software is outside of our control and at your own risk.

(f) The Software may include confidential information which is secret and valuable to the Software Provider and/or us. You are not entitled to use or disclose that confidential information other than strictly in accordance with these Terms.

20.5 You must not misuse the Services by introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. In particular, you must not access without authority, interfere with, damage or disrupt the Services or any part of it; any equipment or network on which the Services are stored; any Software used in connection with the provision of the Services; or any equipment, software or website owned or used by a third-party. You must not attack our Services via a denial-of-service attack. Save where we have not taken reasonable steps, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services, the Software, or to your downloading of any material posted on it, or on any website linked to it.

21. Third Party Content

21.1 We receive feeds, commentaries and content from a number of suppliers. Certain third-party product providers may require you to agree to additional terms and conditions governing the use of their feeds, commentaries and content. These additional terms can be found on our website. If you do not accept the relevant third-party terms and conditions, do not use the relevant feeds, commentaries or content.

21.2 Where the Services contain links to third-party websites and resources, these links are provided for your information only. We have no control over the content of these sites or resources and accept no liability for them or for any loss or damage that may arise from your use of them. The inclusion of a link to a third-party website does not constitute an endorsement of that third party's website, product or services (if

applicable).

21.3 Under Australian law, we are required to inform you that live streaming is exempt from Parts 3 and 4 of the Broadcasting Services (Online Content Service Provider Rules) 2018. Our Services, including any live streaming, is only for persons aged 18 years or over. You must take all reasonable steps to ensure that any person under the age of 18 does not view any live streaming.

22. Malfunctions, Errors and Interruptions

22.1 We try to provide you with a high-quality betting platform, but we cannot guarantee that the Services will at all times perform correctly. Various kinds of mistakes and errors can occur – technical, human and otherwise – and you understand and agree that we can only provide the Services to you, and you must accept them, in the condition that we make them available from time to time.

22.2 In this Section, we set out a description of the things that can go wrong and the rights that we have in such events. In Section 23 below, we set out how we will not be liable to you when these (and other) things go wrong.

22.3 Below are some key definitions to help you understand this Section:

A "**Malfunction**" refers to where an automated process fails to operate as designed or intended, for example where a piece of computer software produces a deviation from its intended performance specifications or parameters, or where two pieces of software fail to interface or communicate with each other in the manner intended or designed, in either case so as to produce a result which is not the result that was intended or designed. These malfunctions may or may not be apparent to us or to you, and they may only come to light as and when settlement instructions, game outcomes, winnings or cashouts are investigated and analysed retrospectively.

An "**Error**" refers to a mistake or error that is not exclusively technical, for example, the mistaken posting of incorrect odds, the offer of incorrect prices or terms for participation in an Offer or gambling opportunity. Errors can arise from human mistakes, administrative, operational or systems failures and combinations of all of these. Errors include (but aren't necessarily limited to) so-called 'palpable' or 'obvious' errors, for example, where:

· prices/odds/terms offered via the Services are substantially out of the market (i.e., significantly different from those available in the general market (including from other operators) at the time the Transaction is placed);

· Transactions are accepted on a market which should have been suspended or closed, for example, where the event is still in progress (except where 'in-running' bets are expressly allowed and accepted) or the event in question has already occurred or finished (sometimes referred to as 'late bets');

· prices/odds/terms offered at the time a Transaction is made are clearly incorrect given the probability of the event or outcome occurring; or

· where a market has been settled, but it is subsequently discovered that the outcome/result is incorrect based on the definition of the count for that market e.g., count for shots on target.

An "**Interruption**" refers to an interruption in a gambling Transaction for any reason, for example, an interruption caused by the failure of the internet or connectivity, or severe latency in communications, or technical failure due to some disaster or unforeseen event.

22.4 Where any of the above occur, we will deal with them as described below, and it is important that you understand and agree to the following before you use the Services, as we made clear in the "Important Information" section at the top of these General Terms and Conditions:

Malfunctions

22.5 If, as a result of a Malfunction, your Account is credited with winnings that you would not have received were it not for that Malfunction, we will have the right to void the relevant and any related Transaction(s) and withhold the relevant winnings. This applies even if the relevant gambling product or Offer could have produced the same or similar amount of winnings without the intervention of the Malfunction, and it applies whether the Malfunction was apparent to you or to us or not. If you have withdrawn any such winnings, you agree that you will pay them back to us as and when we ask you to.

22.6 Where any Malfunction is or becomes apparent or obvious to you or you suspect that a Malfunction may be occurring, you agree that you will cease your use of the relevant Service(s) immediately, and will Contact Us immediately.

Errors

22.7 In the event of an Error, we will have the right to suspend the affected event/market while we investigate the problem, and we will resettle Transactions as set

out below:

(a) **Incorrect price** – whether prior to the start of an event, 'in-play' or after the event, where this type of Error is identified, any Transactions will stand and will be settled at the bet365 revised price, except that, where a revised price is deemed less than 1.001, then Transactions will be void.

Where there is sufficient time before the start of an event, we will endeavour to contact you and may, in our discretion, allow the option of cancelling the Transaction.

(b) **Incorrect Count/Line/Spread/Handicap/Total** – where this type of Error is identified, any Transactions will stand and will be settled at the count, line, spread, handicap or total taken at the bet365 revised price, except for the following situations:

· Where a revised price is deemed less than 1.001, then Transactions will be void.

· Any Transactions placed on a count, line, spread, handicap or total where the outcome is already known when the Transactions were placed will be void.

(c) **Incorrect Cash Out Amount** – Transactions cashed out where the Cash Out amount is incorrect (due to an Error in the underlying price) will stand and be resettled at the correct amount. Where a selection is Cashed Out following an incorrect result, the selection will be resettled on the correct result.

(d) **Incorrect Fixture** - Where an incorrect player or team is quoted within a fixture, all Transactions will be void. Such determination is in bet365's sole but reasonable discretion.

(e) **Incorrect Market** - If an incorrect market is quoted for any match or event, Transactions placed on that market will be void; other markets may also be void. Such determination is in bet365's sole but reasonable discretion.

(f) **Late Bets** – If, for any reason, a 'late bet' Transaction is inadvertently accepted, such Transactions will be void.

22.8 If, as a result of an Error, your Account is credited with winnings that you would not have received were it not for that Error, we will have the right to void the relevant Transaction and any related Transaction(s) and withhold the relevant winnings. This applies even if the relevant gambling product or Offer could have produced the same or similar amount of winnings without the intervention of the Error, and it applies whether the Error was apparent to you or to us or not. If you have withdrawn any such winnings

credited as a result of an Error, you agree that you will pay them back to us as and when we ask you to.

22.9 Where any Error is or becomes apparent or obvious to you or you suspect that an Error may be occurring, you agree that you will cease your use of the relevant Service(s) immediately, and will Contact Us immediately.

Interruptions

22.10 Our priority is to ensure that we deal with Interruptions in a way that is fair and does not systematically disadvantage our customers.

22.11 We reserve the right to suspend betting markets, void Transactions, and return stakes to customers.

23. Our Liability to You

23.1 Nothing in these Terms excludes or limits our liability for:

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any liability which cannot be excluded or limited under applicable law, including your statutory rights as a consumer.

23.2 Subject always to Section 23.1 above, we will not be responsible to you or any third party for any damages, liabilities or losses which are deemed or alleged to have arisen out of or in connection with the Services or its content, including arising from or in any way connected with:

(a) losses that were not foreseeable by you and us at the time of you first accepted the Terms;

(b) (if you use the Services for any non-personal/business purposes, which you are not permitted to do) any business losses and/or losses to non-consumers (for example, loss of business, loss of business information, business interruption and loss of profits or revenues);

(c) any use by you of the Services, including where you are in breach of these Terms (including any Prohibited Activity on your part) and/or where you use/access the

Services in breach of applicable local laws (see Section 4.3 above);

(d) any incomplete, lost or delayed Transactions, other than to the extent caused by our failure to use reasonable care and skill;

(e) damage to your equipment or any loss or corruption of data that results from your use of the Services, except that if any defective digital content that we have supplied to you damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation;

(f) any third-party feeds, commentaries or content;

(g) the accuracy, completeness or currency of any information or data provided by us or third parties (including but not limited to prices, runners, times, results, live scores or general statistics) via the Services;

(h) any Error, Malfunction or Interruption, or if for any reason the Services (or any part of them) are unavailable at any time or for any period;

(i) our closure, restriction, limitation, or suspension of your Account in accordance with these Terms;

(j) any delay in performing, or failure to perform, any of our obligations if such delay or failure results from events, circumstances or causes beyond our reasonable control including (without limitation) any telecommunications network failures, power failures, failures in third party computer hardware or software, fire, pandemic, lightning, explosion, flood, severe weather, industrial disputes or lock-outs, terrorist activity and acts of government or other competent authorities;

(k) your deliberate circumvention of any responsible gambling measures in place (whether put in place by you or by us) (see Section 25 below); or

(l) any failures or issues that arise due to your equipment, internet connection or internet or telecommunication service provider (including, for example, if you are unable to place Transactions or view or receive certain information in relation to particular events).

23.3 As we made clear in the “Important Information” section at the top of these General Terms and Conditions, we will not be liable to you under these Terms, nor do we owe you a duty of care, in respect of our compliance or non-compliance with any

regulatory obligations that we may be under from time to time.

23.4 From time to time, all or part of the Services may be unavailable because of our maintenance of the Services and/or alteration or amendment of any of the Services, and we will not be liable to you in these circumstances.

23.5 While we try to ensure that the information made available via the Services is correct, we cannot (and do not) guarantee the accuracy or completeness of the information and material on the Services. The Services may contain typographical errors or other inaccuracies, or information that is out of date. We are under no obligation to update such information or material. Subject always to Section 23.1 above, the information and material on the Services is provided "as is", without any conditions, warranties or other terms of any kind.

23.6 Subject always to Section 23.1 above, and save in respect of any winnings or other sums properly owing to you in accordance with (and subject to) these Terms, our total aggregate liability to you under or in connection with these Terms is limited to the greater of:

(a) where the liability relates to a specific Transaction, the value of the applicable stake made by in respect of such Transaction;

(b) the amount of applicable monies, where such monies have been misplaced by us; or

(c) $20,000 in respect of any other liability.

24. Your Responsibility to Us, Our Right of Set-Off

24.1 We may set off any positive balance on your Account against any amounts owed by you to us or any company within the bet365 group.

24.2 You agree to compensate us for any costs, charges or losses sustained or incurred by us arising from any Prohibited Activities on your part.

25. Responsible Gambling

25.1 We are committed to supporting responsible gambling. We promote gambling as an enjoyable leisure activity, and we believe that gambling can only remain this way if you stay in control and gamble responsibly. However, we know that for some people, gambling can stop being a harmless leisure activity and become a problem.

25.2 We have put in place a number of tools that you can use to manage your gambling, such as a budget calculator, deposit limits, reality checks, activity tracker, time-out, self-exclusion, and gambling blocks.

25.3 For further information, advice and support, please click here. Please note that, in addition to the self-exclusion and deposit limit facilities that we make available, you can also choose to opt for temporary or permanent self-exclusion from being able to bet online or over the phone wagering operations in Australia by way of BetStop. To find out more, please visit www.betstop.gov.au. By agreeing to these terms, you are committing to not use our services if you are registered on BetStop.

25.4 Although we will use our reasonable efforts to enforce our responsible gambling policies, we do not accept any responsibility or liability if you nevertheless continue gambling and/or seek to use the Services with the intention of deliberately avoiding the relevant measures in place (whether put in place by you or by us) and/or we are unable to enforce our measures/policies for reasons outside of our reasonable control including if you have provided us with details which are not true and accurate in order to circumvent any responsible gambling policies or tools.

26. Intellectual Property Rights

26.1 The Services and their contents are protected by international copyright laws and other intellectual property rights. The owners of these rights are bet365, its affiliates and/or other third-party licensors.

26.2 All product and company names and logos featured on the Services are the trademarks, service marks or trading names of their respective owners, including (where applicable) bet365.

26.3 Except to the extent required for the purpose of placing Transactions, no part of the Services may be reproduced or stored, modified, copied, republished, uploaded, posted, transmitted or distributed, by any means or in any manner, or included in any other website or in any public or private electronic retrieval system or service including but not limited to text, graphics, video, messages, code and/or software.

27. Privacy and Cookies

27.1 We will comply with applicable laws in respect of the personal information you supply to us (including, in Australia, the Privacy Act 1988). Your personal information is processed in accordance with our Privacy Policy, a copy of which is available by clicking

here.

27.2 Our Cookies Policy – a copy of which is available by clicking here – explains what cookies are, how they are used on the Services, and how to manage their use.

28. Other Important Legal Terms

28.1 If you breach these Terms and we take no action against you, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.

28.2 The rights and remedies provided by these Terms are cumulative and (unless otherwise provided in these Terms) do not exclude any other rights or remedies available to us.

28.3 If any provision of these Terms is found by any court or body of competent jurisdiction to be invalid or unenforceable, the other provisions shall continue to apply.

28.4 We may transfer our rights and/or obligations under these Terms to another organisation at any time. Without limiting the preceding sentence, we may wish to transfer our rights or obligations under these Terms to another company within our corporate group or any other legal entity, including if we restructure or there is a sale of our business. You agree that we may do so, provided that in the case of such a transfer, after we notify you of the date on which such transfer takes place, your rights under these Terms will be against the new legal entity. If you are unhappy with the change, you may close your Account at any time.

28.5 These Terms, and your account, are personal to you. You may not transfer your rights or obligations under these Terms, or your account, to anyone else.

28.6 If we need to notify or contact you under these Terms, we will do so using the contact details registered to your Account or via notification on our websites, apps and/or other parts of the Services. If you want to contact us, you can do so via Contact Us.

29. Complaints and Disputes, Governing Law and Jurisdiction

29.1 In this Section 29:

(a) "Gambling Dispute" means a complaint that is about any gambling Transaction (including management of the Transaction) which has not been resolved at the first

stage of our complaints procedure described below; and

(b) "Consumer" means any person acting wholly or mainly for purposes outside of their trade, business, craft or profession.

29.2 Should there be any complaint or dispute arising from a Transaction or otherwise in connection with the Services, please follow our internal complaints procedure, which you can find here.

29.3 If we are unable to settle any complaint or Gambling Dispute following completion of our complaints procedure, either party is entitled to refer the dispute to the NT Commission via the wagering complaint form available here for the NT Commission's determination and all wagers will be adjusted accordingly. The decision of the NT Commission will be final and binding on both parties (save in respect of any manifest error), subject to full representation given to all parties involved, and unless the decision is reviewed by the Northern Territory Civil and Administrative Tribunal (the "NTCAT") under the Racing and Wagering Act 2024. When a decision of the NT Commission is reviewed by the NTCAT, the decision of the NTCAT will be final and binding on both parties.

29.4 These Terms, and any dispute or claim arising out of or in connection with their subject matter, are governed by and will be construed in accordance with the laws of the Northern Territory, provided that, if you are a Consumer, such choice of law will not deprive you of any mandatory consumer protections of your home country (if different).

29.5 The courts of the Northern Territory will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms, provided that, if (and only if) the dispute is a Gambling Dispute, this choice of law will not prevent you from bringing proceedings in the courts of your home country, if different. If the dispute is not a Gambling Dispute, in the absolute and sole discretion of bet365, a legal action may also be brought by bet365 against any party in breach of these terms and conditions, at its election, in the courts of the place of domicile of that party, and, if more than one party, in the domicile of any one of those parties, and all other parties shall submit to that jurisdiction.