

Effective from 05/08/2026.

IMPORTANT INFORMATION

PLEASE READ THIS INFORMATION BEFORE PROCEEDING TO THESE TERMS AND CONDITIONS OF USE

The Terms and Conditions can be downloaded [here](#).

All information contained in these Terms (see Section 1.2 below for the definition of the term "Terms") is important and should be read carefully. However, we would like to draw your attention in particular to the following Sections of these Terms of Use (the definition of the term "Terms of Use" is set out in Section 1.2 below) and the essential provisions contained therein. These Sections may affect your rights and interests. It is important that you read these Sections in their entirety, not just the summaries below:

By registering for an Account (defined in Section 4.1 below) and/or by accessing or using any part of the Services (defined in Section 1.1 below), you are entering into a legally binding contract. The contract is between you and us, and includes all terms, regulations and documents that form the "Terms" (this term is explained and defined in Section 1.2 below). Please read [Section 1](#) carefully.

You must be 18 years of age or older and meet certain other criteria and conditions to register for an Account and use the Services. Please read [Section 4](#) carefully.

We will need to perform Verification Checks (defined in Section 6.1) before you can use your Account for certain actions. We may also conduct Verification Checks on an ongoing basis after you open your Account. If we are unable to complete our Verification Checks, we will take appropriate action in accordance with applicable law and your Account will be suspended and, ultimately, terminated. We may also pass on any necessary information to the competent authorities. Please read [Section 6](#) carefully.

You can only open one Account. If we discover that you have opened and/or used more than one Account (what we refer to as a “**Duplicate Account**”), we will have certain rights, including the right to close your Duplicate Account(s) (and, in some

cases, your original Account as well) and cancel Transactions (defined in Section 4.1 below), Bonuses (defined in Section 13 below) and/or winnings. Please read [Section 8](#) carefully.

Withdrawing your funds: In principle, you will be able to withdraw your Available Balance from your Permanent Account (defined in Section 5) at any time, but in certain circumstances exhaustively listed in Section 11, we will delay or prevent withdrawals. Please read [Section 11](#) carefully.

In some cases, we reserve the right to suspend types of bets/settlement of bets and/or cancel Transactions: for example, where the integrity of an event has been called into question, or where we suspect that the Transaction has been compromised by match-fixing, manipulation of odds or masses, other forms of cheating or other suspicious activity. Please read [Section 14](#) carefully.

We will not tolerate fraudulent activity, cheating, or other "Prohibited Activities" (defined in Section 16 below). If you commit any of these activities, we will have certain rights, including the right to suspend and, if necessary, close your Account, cancel all relevant Transactions and/or prevent access to funds (including winnings). Please read [Section 16](#) and [Section 17](#) carefully.

Malfunctions and Interruptions: In the event of a Malfunction or Interruption of any of the Services (defined in Section 22 below), we have certain rights, including (but not limited to) the right to suspend the relevant event/bet type in order to allow us to investigate and/or cancel the affected Transactions. This includes situations in which the problem is not clear to you or to us, and is only discovered by us as a result of a subsequent check or verification of the outcome of a Transaction and/or the progress of a game. Please read [Section 22](#) carefully.

Your obligation to indemnify us. You may be required to compensate us if we suffer losses as a result of your involvement in a Prohibited Activity. Please read [Section 24](#) carefully.

We may occasionally take action with respect to your Account for legal and/or regulatory reasons, including where we are required to do so by the terms of our approval and/or a regulatory authority. These measures may include performing certain Verification Checks, restricting/closing your Account. We may also prevent you from participating in and/or completing certain Bonuses. Please read Sections [6](#), [13.5](#) and [17.5](#) carefully.

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1. Introduction - The Terms and Conditions of Use and other Important Terms that apply to you

1.1 When you open an Account with us (the term "**Account**" is defined in Section 4.1 below) and/or use or access any betting or Poker product, or service (including the bet365.com Website as well as the Mobile Application), and/or any other website or application owned or operated by us (together the "**Services**"), you are entering into a legally binding agreement with us.

1.2 These terms and conditions do not contain all the terms and conditions that apply between you and us (the “**Terms of Use**”) – some are contained in separate documents in order to prevent these Terms of Use from being too long. We refer to these other documents and provide you with direct links to them below. These documents remain important and form part of the legal agreement between you and us, and you should read and understand them as well as these Terms of Use. The terms and conditions to which we refer which (in addition to these Terms and Conditions of Use) form the binding agreement between you and us (known in this document as the “**Terms**”) include the following :

(a) the Sports Betting Rules which can be found by [clicking here](#);

(b) the Poker Rules which can be viewed by [clicking here](#);

(c) in addition to the terms and conditions applicable to Bonuses described in Section 13 below, the terms and conditions specific to the Bonuses that we offer from time to time, which will be available on the relevant Bonus page(s) of the Website (the term “Bonus” is defined in Section 13.1 below).

1.3 In the event of any inconsistency between the Terms and Conditions of Use and the terms listed above, these Terms and Conditions of Use shall prevail (unless otherwise specified).

1.4 Please read the Terms carefully before opening an Account or accessing any part of the Services. If you do not agree to the Terms, you are not authorized to use, access, or access any part of the Services.

2. Who are we?

2.1 References in these Terms to “**bet365**”, “**we**”, “**our**” or “**us**” are to Hillside (New Media Malta) Plc, a company incorporated in Malta (Identification Number C 66039), with its registered office at Office 1/2373, Level G, Quantum House, 75, Abate Rigord Street, Ta' Xbiex, XBX 1120, Malta.; and

2.2 Hillside (New Media Malta) Plc has a licence for the categories of "online sports betting" under the number 0067-PS-2026-04-16-AGR-00, and its activity is regulated by the National Gaming Authority.

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 variety of reasons, including to comply with applicable laws and regulations, to reflect changes to the Services, for security purposes, and/or to reflect changes in our business operations or procedures.

3.2 After such changes have been made, you will be required to accept any changes when you subsequently log in to your Account.

3.3 If you do not agree with any changes to the Terms, you must immediately cease your use of the Services and your Account will be terminated. If you agree to the Terms and any amended Terms, the Terms will apply to you.

Changes to the Services

3.4 From time to time, we may make changes or modifications to, or correct, suspend, supplement to, remove or terminate any aspect of the Services (or any part thereof).

4. Account Eligibility and Registration

4.1 In order to use the Services and to make any bets, stakes, and/or similar transactions with us (collectively “**Transactions**”), you must first register to open an Account with us (“**Account**”).

4.2 In order to be eligible to open an Account and use the Services, you must meet all of the following conditions and, by opening an Account, you guarantee that you:

- (a) are 18 years of age or older and have the legal capacity to enter into these Terms and use the Services;
- (b) act solely for your 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 prohibited from gambling or using our Services for any reason;
- (d) do not already have an Account with us (see Section 8 below for more information on Duplicate Accounts);
- (e) agree that there is a risk of loss of money when using the Services and that you are

responsible for such losses;

- (f) are not an employee of bet365 or the family of a bet365 employee;
- (g) are not part of the senior management of a third-party provider of bet365;
- (h) are a resident of France; and
- (i) have not previously had an Account with us (or any other member of our group of companies) that we (or the relevant company) have restricted or closed, for any Prohibited Activity.

4.3 Access to and/or use of the Services may be illegal for persons who are resident or located in certain countries.

5. Opening an Account

5.1 In order to open an Account, you must complete the required registration form with certain personal information.

5.2 All information you provide when you open an Account must be complete, accurate, and not misleading in all respects.

5.3 You must keep your registration and Account information up to date. You can update and change your account information, through the "My Account" section when you are logged into your Account or by contacting us. It is important that you notify us of any changes to information that may affect your use of the Services (e.g., your payment method and contact information) as soon as possible. If you need any assistance, please [Contact Us](#).

5.4 By opening an Account, you assure and confirm to us that you meet the eligibility requirements described in Section 4 above and that all information you provide when opening an Account (and also thereafter) is complete, accurate and not confusing.

5.5 We may refuse to register an Account if we have a legitimate reason including but not limited to one of the reasons set out in Section 4.2, and/or if we have reason to suspect that you are involved in a Prohibited Activity (as defined in Section 16 below).

5.6 In accordance with the applicable regulations, the account opening procedure will initially result in the creation of a temporary account (the "**Temporary Account**"). Your Temporary Account allows you to make deposits and make Transactions. However, you

cannot withdraw any balance to your payment account with a Temporary Account. Withdrawals to your bank account may only be made once your Account has passed all applicable verification checks (the "Permanent Account") (see Section 6 below).

5.7 The Temporary Account is open for a maximum of 30 days. During this 30-day period, you must provide us with all necessary verification documents, and if you do not do so or if the documents are not validated, your Temporary Account will be suspended. You will then no longer be able to make deposits or make Transactions, and you will not be able to access the Services. You will then have an additional 30 days to finalize your registration by sending all the necessary documents. If you do not complete the account opening and validation process, and in particular, if you do not provide us with the required documents and/or supporting documents within a maximum period of sixty (60) days from the request to create the Account or if you have provided non-compliant documents, your Temporary Account will be closed. Any balance will be blocked for a period of 6 years from the date the Account is closed. At any time during this period, you will be able to obtain payment of the balance by providing us with the necessary documents and payment information. At the end of the 6-year period and without any action on your part, the balance of the Temporary Account will be transferred to the French State after deduction of €5 for administrative costs.

6. Account Verification

6.1 We are required to carry out certain checks in order to remain compliant with our legal and regulatory obligations – for example, to verify your age, identity, address, location and the origin of funds you deposit and use – we may also carry out other fraud prevention and verification checks (collectively the “**Verification Checks**”). We may ask you to provide various types of information and supporting documents in order to enable us to carry out these Verification Checks, for example (but not limited to) a copy of your identity card, passport, driver's licence, residence licence, financial statements, documents supporting the expenses on your Account, proof of address and/or any other documents/evidence that we may reasonably request.

6.2 Upon creation of your Temporary Account, you must provide us with certain information and in particular the following documents:

(a) a document proving your identity and date of birth, i.e. a copy of your valid identity card, passport, driver's license, residence permit or resident card; and

(b) a document proving the postal address of your place of residence, such as a rent receipt, a water, gas, electricity, internet or telephone bill or your last tax or non-tax notice.

You can send us these documents by uploading them electronically in the Verification section of your Account or by emailing them to us at documents@bet365.com.

6.3 In the event that we observe a discrepancy between the information entered during the registration process and that on the supporting documents provided, resulting from a clerical error, we will notify you and ask you to rectify your information or ask for your permission to correct your information accordingly. In the event of a discrepancy between the information you have provided and the information on the supporting documents, which is not due to a clerical error, we will be obliged to close the Account and enter any balance in accordance with our regulatory obligations.

6.4 We will also verify that your bank details are in your name. We will close your Account if the bank details used to withdraw the available balance and/or the credit/debit card used to make a deposit into your Account are not in the name of the person who opened the Account.

6.5 The use of the Services is prohibited by minors, and you acknowledge that you will not assist any minor in applying for a bet365 Account or in using a bet365 Account. If we discover (after you open an Account) that you are under the age of 18:

- (a) your Account will be terminated;
- (b) any deposits made by you will be returned to you;
- (c) all Transactions made through your Account will be cancelled; and
- (d) we may report such activities to the relevant regulatory authorities.

6.6 By opening an Account, you acknowledge and agree that we are entitled to carry out any Audit Checks that are reasonably necessary and/or required to be carried out by applicable laws and regulations. We will carry out Verification Checks during the Account opening process, and it is also possible that we may need to carry out additional/enhanced Verification Checks at certain times, such as when financial caps are reached and/or if certain risk factors arise or change. In both cases, we act reasonably in order to remain compliant with our legal and regulatory obligations. You agree to promptly provide all information/documents that we may reasonably request in connection with the Audit Checks.

6.7 If our Audit Checks cannot be carried out in a manner that reasonably satisfies our obligations, we will be obliged to take appropriate action in accordance with

applicable regulations, and your Account will be suspended or permanently terminated. In this case, we may be required by applicable law/authority to prevent access to funds in your Account including as set out in Article 17 of these Terms.

6.8 We may share your information with our regulators.

6.9 Your personal information will be treated 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 combination and password for their Account, as well as a 4-digit code to access the bet365 applications from their mobile phone (collectively the "**Login Credentials**").

7.2 You must always keep your Login Credentials secret and never share them with any other person.

7.3 You are responsible for all Transactions made from your Account and for any other activity on/through your Account if your Login Credentials have been entered correctly and/or access to your Account has been obtained via Touch ID, fingerprint login, Face ID, passcode, or if the "Stay Logged In" option (or a similar option on your device(s)) has been enabled (and in any case, whether with your permission or not). Accordingly bet365 shall not be held liable for any Transactions or any other activity on/through your Account resulting from your negligence in safeguarding your Login Credentials or securing access to your devices. However, bet365 may be held responsible, in accordance with applicable law, where it is established that such Transactions or activity are not attributable to you but result from a proven fault or breach by bet365 of its obligations, including where applicable a failure to implement appropriate state of the art security measures.

7.4 We recommend that you change your Login Credentials regularly. If you suspect at any time that someone else knows your Login Credentials, you will need to change them immediately via the Settings area of your Account. If you forget any or all of your Login Credentials, please [Contact Us](#).

7.5 If you enable Touch ID, fingerprint login, Face ID, passcode, or if the "Stay Signed In" option (or a similar option on your device(s)) has been enabled and you suspect that someone else may be accessing your Account via one of these login methods, you must immediately disable the relevant login methods on your device(s) and [Contact Us](#).

7.6 Please note that cardholder information and any other personal data should never be sent to us by unencrypted email. If you need help sending an encrypted email or sending us confidential information, please contact us.

7.7 You can view the current balance and Transaction history of your Account at any time after logging into your Account.

8. Duplicate Accounts

8.1 You may only open one Account. If we discover or have reason to believe that you have opened more than one Account, each such Additional Account will be considered a "**Duplicate Account**". For each Duplicate Account, we will :

- (a) close the Duplicate Account in question, leaving you with only the original Account (unless we have reason to close all of your Accounts - for example, if you have intentionally or fraudulently opened more than one active Account);
- (b) consider void any Bonuses and/or free bets obtained using the Duplicate Account (and, if applicable, the original Account), as well as any winnings from such Bonuses and/or free bets; and
- (c) void all uncompleted and/or future Transactions on the Duplicate Account (as well as any winnings from such Transactions).

9. Inactive Accounts

9.1 We will consider your Permanent Account to be "Inactive" if your Account remains inactive for a consecutive period of 12 months. We will try to get in touch with you before your Permanent Account becomes Inactive. An account is considered inactive during any period during which none of the following actions take place on such account:

- (a) A sports or pari-mutuel bet is placed; or
- (b) An entry into a Poker product is recorded.

9.2 We will immediately close any Permanent Account that is considered Inactive.

9.3 If your Permanent Account becomes Inactive, any positive balance will be returned to you after a deduction of €5 for administrative costs. If the Account balance is equal to or less than the administrative fee, you will not be able to recover it.

9.4 For security reasons, we may need to confirm the validity of the information related to your last payment method before we can refund the amount of your balance to it. In the event that it is not possible to refund the balance on your last means of payment, you will be asked to provide the details of a bank account opened in your name with a service provider established in a Member State of the European Union or in a State party to the Agreement on the European Economic Area that has concluded an agreement with France including an administrative assistance clause in order to combat fraud and tax evasion, so that we can check that account and return the balance.

9.5 If we cannot verify the bank details, the balance of the Inactive Account will be blocked for a period of 6 years. At any time during this period, you will be able to obtain payment of your balance by providing us with the required information and provided that we have been able to carry out the required verifications. At the end of the 6-year period and without any action on your part, the balance of the Account will be transferred to the French State after a deduction of €5 for administrative costs.

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

Deposits

10.1 You may only make Transactions within the limits of the funds available and credited to your Account. This means that, if you wish to make Transactions through your Account, you must deposit funds into your Account beforehand.

10.2 To find out more about how to make a deposit, [click here](#). We have the right to withdraw and/or restrict certain payment/deposit methods at any time, without having to notify you.

10.3 You may only deposit funds into your Account from a payment source of which you are the holder.

10.4 We do not charge for deposits made by Debit/Credit Card. However, please note that some card issuers consider betting transactions to be "cash" payments and therefore may charge you a cash advance fee. For more information, please check with your card issuer.

10.5 By depositing funds into your Account, you instruct us, and we agree, to keep such funds and any winnings, for the sole purpose of using them: (i) to place your bets on sports and poker; (ii) to pay any fees or charges you may incur in connection with the

use of our Services (this is the "**Purpose**"). The funds deposited into your Account are guaranteed under a trust. We hereby inform you that the trustee is IQ EQ Management (RCS Paris 431 252 121). The contract between IQ EQ Management and us covers the funds deposited by you in your Account in accordance with French regulations. By accepting these Terms, you thereby accept the benefit of the trust.

10.6 We are not a bank, and you may not use your Account to hold funds that are not intended for use in connection with the Services. The funds in your Account do not earn any interest and no credit will be given to you by us (which means that all Transactions must therefore be covered by sufficient funds in your Account).

10.7 Funds are deposited, wagered and winnings paid out in Euros.

11. Withdrawals

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

(a) all payments made to your Account have been confirmed as credited and have not been charged, rejected, or otherwise reversed;

(b) we have carried out our Verification Checks on your Temporary Account (see Section 6.2 above). If we have requested information from you in order to enable us to carry out these Verification Checks (see Section 6.6 above), any delay in providing this information may result in a delay when you withdraw funds;

(c) we are not required to block the payment of your deposit and/or winnings under applicable law or regulation and/or we have not received an instruction to do so from any regulatory authority; and

(d) there are currently no ongoing or completed investigations (unless they have been completed and have been decided in your favour):

(i) an Interruption or Malfunction (as those terms are defined in Section 22 below) in relation to any aspect of the Services you have used; or

(ii) where we have reasonable evidence that you are involved in a Prohibited Activity (as defined in Section 16.2 below) that allows us to Hold funds in accordance with Section 17.5 below,

and in the circumstances set out in (a) and (b) above, you acknowledge and understand

that, as set out in the "Important Information" section at the beginning of these Terms and Conditions of Use, we have the right to cancel any affected Transaction, prevent access to funds (including winnings) and (in the event of illegal or prohibited activity) suspend and, as a last resort, close your Account.

11.2 Withdrawals can only be made in the name of and to the holder of the Registered Account.

11.3 The payment bank account must be a current account opened with a payment service provider established in a Member State of the European Union or in a State party to the Agreement on the European Economic Area that has concluded an agreement with France containing an administrative assistance clause in order to combat fraud and tax evasion.

11.4 Withdrawals can be made by clicking on 'Withdrawal' in your Account settings, provided that there are sufficient funds in your Account and unless these Terms require or allow us to hold funds (as explained in Section 11.1 above). Withdrawals will be returned to the payment bank account on file.

11.5 We do not impose a maximum withdrawal amount per day, but some withdrawal methods have their own maximum limits per transaction. Please see the Withdrawals section by [clicking here](#) for more information.

12. Placing Transactions and Confirming Transactions

Placing Transactions

12.1 We have the right to refuse to accept all or part of a Transaction that you have requested via the Services, if we have a legitimate reason to do so. A legitimate reason may be, but is not limited to, the reasons set forth in Section 4.2 or be due to a Prohibited Activity (as defined in Section 16.1).

12.2 We only accept Transactions made online (including via the mobile app). Transactions are not accepted in any other form (mail, email, fax, etc.) and when received by these means, they will be invalidated and void - whether they win or lose.

12.3 It is your responsibility to ensure that the details of your Transactions are correct. Once Transactions have been placed, you may not cancel them.

12.4 Your funds will be allocated to Transactions in the order in which they are placed and will then no longer be available for any other use. Transactions placed with funds

allocated to one or more other Transactions will be cancelled.

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

12.6 Any Transaction you request online or through our applications will be valid **only** once accepted by our servers and provided that we have received payment in full (see Section 12.7). Each valid Transaction will receive a unique Transaction code. You can view your Transaction history in your Account history or you can [Contact Us](#).

12.7 Transactions are only valid when we have received payment in full. Transactions will be automatically cancelled if we have not received payment before the start of the relevant event.

12.8 Maximum earning limits apply to our Services. The maximum amount that can be won for certain sports and bets will be shown on the selection, if applicable.

13. Promotions, Bonuses and Offers

13.1 We may, from time to time, through the Services, offer certain bonuses, offers and/or promotions, including (without limitation) [bet credits](#), cash prizes, tangible prizes, gift cards, discounts, cashback offers (each a “**Bonus**” and together “**Bonuses**”) from time to time. “Bet credits” are a form of promotional balance that can be used to place Transactions. They are not real money and cannot be withdrawn. Any winnings from Transactions placed with bet credits will be added to your withdrawable balance, but the bet credits stake itself will not be returned.

13.2 All Bonuses are subject to these Terms, which as explained in Section 1.2 above, include the Bonus-specific terms/rules.

13.3 All Bonuses are limited to one per person.

13.4 We may withdraw, amend or cancel any Bonus at any time without notice. If we do so (and except in the circumstances described in Section 13.5 below), any Bonus you have joined or acquired will remain valid in accordance with and subject to the Bonus Terms applicable at the time it is offered.

13.5 We may also prevent the granting of new Bonuses and/or the fulfilment of Bonuses for legal and regulatory reasons, including but not limited to responsible gaming reasons.

13.6 Any breach of the terms and conditions applicable to the Bonus will be considered a Prohibited Activity (as defined in Section 16.1).

14. Settlement Terms for Transactions and Payment of Winnings, as well as our Right to Suspend Bet Types/Events

14.1 As explained in Section 12.8, Transactions are subject to maximum win limits, which form part of these Terms.

14.2 The "Potential Winnings" calculation available on the Services is provided for informational purposes only, and all Transactions will be calculated on the basis of the stake/risk at the accepted odds. In the case of Multiple/Combination Bet Transactions with a cancelled selection(s), the 'Potential Wins' amount will be reduced accordingly.

14.3 If a selection included in a multi/accumulator bet is declared non-participating or void, the Transaction will be settled on the remaining selections.

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

14.5 We reserve the right to (i) suspend any or all of our betting types on any event or series of events; (ii) blocksettlement, and/or (iii) cancel the Transactions, in each case if we have reasonable evidence that any of the following has occurred in connection with such event or series of events:

- (a) the integrity of the event or events have been called into question;
- (b) the dimension(s) or mass has been manipulated;
- (c) we have reasonable evidence that robots or other automated systems have placed a bet;
- (d) we have reasonable evidence that a match has been fixed, in particular where there are irregular and/or unusual betting patterns;
- (e) where we have received incorrect data or information from data feeds or other sources relating to an event/type of bet. We will not cancel Transactions if we rely on this ground (e), but will simply suspend our offer and/or temporarily delay settlement in accordance with points (i) and (ii) above, unless and until data or information can be verified, after which the Transactions will be settled in accordance with the rules for determining bets set out below in Section 15.3.

Evidence of the above (without limitation) may be based on the size, volume or pattern of Transactions placed with us on all or part of our betting networks. If no fraudulent or illegal behaviour has been found as a result of our investigation (and/or, where applicable, the investigation by the relevant governing body of the relevant sport), settlement of the relevant Transactions will be made. The decision of the governing body concerned will be decisive.

14.6 Where there is evidence that a series of Transactions each with the same selection(s) has been placed by or for the same individual or a group of individuals acting in a concerted manner, we reserve the right to cancel the Transactions or block the payment of winnings pending the outcome of any further investigation.

14.7 For events for which there is no official declared start time, the announced start time of the event will be considered the start time. If, for any reason, a Transaction is inadvertently accepted after the start of an event or match (other than a live bet clearly indicated on the Services), the Transactions will remain valid provided that the final result is not known and no participant or team has obtained a material advantage (e.g., a change of score, a sending off for the other team, etc.) at the time the Transaction was placed. If, however, the outcome of an event/type of bet is known, we will void the Transaction, whether it wins or loses. Disputes regarding the time a Transaction was placed will be settled using our Transaction database. Unless otherwise stated, all times indicated on the Services and/or mentioned by our staff refer to France time.

14.8 Live Betting: If we have reasonable evidence that a Transaction has been placed after the outcome of an event is known, or after the selected participant or team has obtained a material advantage (e.g. a change in score, expulsion for the other team, etc.), we will void the Transaction, whether it wins or loses.

14.9 It is your responsibility to report your gains and losses, if any, to the tax authorities and/or other authorities in your jurisdiction.

15. Sports and Special Event Betting

15.1 We accept Sports and Other Special Event Transactions advertised through the Services. All such Transactions are subject to the rules applicable to each sport, e.g. football, tennis, boxing, etc. In a match between two teams whose participants are named, if any player is substituted before the start of the match, all Transactions placed prior to the substitution and relating to the substituted/non-starter will be voided, regardless of whether they win or lose. Our general betting rules apply to any situation not covered by special rules.

15.2 Unless otherwise specifically provided for in the Sports Betting Rules, where the official outcome of the bet type is a tie, and no odds have been offered for this eventuality, all Transactions on the participants affected by the tie will be voided and the stakes refunded.

15.3 The outcome of a match or event shall be determined on the day it is concluded for betting purposes, subject to confirmation by the relevant governing sports body. Any subsequent investigation that may result in a decision being overturned will not be recognised by bet365, and the original settlement of the Transactions will remain valid. If no official results from an appropriate governing body are available or if there is a problem with the outcome announced by that governing body, we will report the problem to the governing body and/or the ANJ and settle the bet accordingly.

15.4 If the venue of a sporting event is changed, all Transactions placed on the basis of the original venue will be cancelled and stakes refunded, unless otherwise provided.

16. Prohibited Activities

16.1 You may only use the Services and your Account for lawful gaming purposes, in accordance with these Terms and applicable law. You must not engage in, or assist, facilitate, or induce any third party to engage in any activity that we define below as a "Prohibited Activity". Similarly, you acknowledge and understand that the consequences of your actions will include (depending on the specific circumstances) the cancellation of all relevant Transactions, the withholding of all attributable winnings and the suspension and/or closure of your Account. You may also be required to compensate us for losses we have incurred as a result of your participation in a Prohibited Activity (see Section 24 below).

16.2 The following activities are defined as a "**Prohibited Activity**":

- (a) If we have reasonable evidence that you have attempted to harm us or take unfair advantage of us or the Services;
- (b) if you deliberately attempt to circumvent our Responsible Gaming policies and procedures;
- (c) if we have reasonable evidence that you have used the Services in a fraudulent manner and/or for any unlawful and/or unlawful purpose;
- (d) if we have reasonable evidence that you are involved in a betting strategy

exploiting the differences in odds between different bookmakers, or involving placing bets on all possible outcomes of an event, in either case in order to ensure a profit regardless of the outcome of the event (sometimes referred to as "arbitrage" or "arbing");

(e) if we have reasonable evidence that you deposit or withdraw money, or use the Services, without actually playing/betting;

(f) if we have reasonable evidence that you have used the Services unfairly, including if you have cheated, colluded or improperly taken advantage of us, the Services or any other user of the Services;

(g) if we have reasonable evidence that your Account is being used for the benefit of or on behalf of a third party and/or if you are using the Services other than for your own personal or recreational use (including if you are using a third party's Account);

(h) if we have reasonable evidence that you are depositing funds into your Account without intending to make Transactions;

(i) if the name on your Account differs from the name on the payment method used to make deposits into your Account, or if you request a withdrawal of your balance to a bank account in the name of a third party;

(j) if you use, or we have reasonable evidence, that you are attempting to use a VPN or similar technology to conceal your location;

(k) if we have received a notice of "chargeback", "rejection", "cancellation" and/or "return" through a deposit mechanism used on your Account;

(l) if you misuse the Bonuses, including if we have reasonable evidence that you have taken unfair advantage of any Bonus, or that you have sought to misuse it or circumvent the rules applicable to Bonuses;

(m) if you provide misleading information when registering an Account or during the registration process, or if you subsequently provide incorrect, incomplete or misleading information (except when you provide incorrect, incomplete or misleading information in order to pass the relevant age verification steps, which will be dealt with as described in Section 6.2 above) and/or do not update the information provided at the time of opening the Account when it changes;

(n) if we have reasonable evidence that you have authorized or permitted someone

else to use or access your Account (except as permitted by us as described in Section 7.6 above);

(o) if we have reasonable evidence that you have deliberately or fraudulently opened or used one or more Duplicate Account(s), which may result from similarities in behaviour (including in betting and poker activities) and/or shared information Accounts (including, for example, mailing address, email addresses, phone number, IP address, device, payment method, bank account);

(p) if we have reasonable evidence that you are prohibited from entering into a Transaction under any term of your employment contract, these Terms, or a rule of a governing sports body or other professional body of which you are a member and applicable to you;

(q) where a Transaction is made on the result of a race, competition or other event or process, or on the likelihood of something happening or not, and we have reasonable evidence that you know the result of that race/competition/event/process;

(r) if we have reasonable evidence that you are misusing non-public information to complete a Transaction;

(s) if we have reasonable evidence that you are making deposits into your Account with money derived from criminal and/or illegal activities;

(t) if you behave in a manner that is defamatory, abusive, obscene, discriminatory, or otherwise inappropriate towards other users of the Services, our Customer Service team, and/or other staff members/representatives;

(u) if we have reasonable evidence that you have used, developed, supported, or otherwise facilitated the use of any automated systems, devices, scripts, programs, robots, processes (including spiders, browser plugins and add-ons, or any other technology) or software to copy, delete, and/or extract any or all of the Services, any information or data, recordings or other materials on the Services or any part thereof (including, but not limited to, scores, statistics, sports data and match schedules, betting odds and statistics, APIs, technological background, software or code), or any other information or data on or contained in or being part of the Services and/or its source code (sometimes referred to as "screen scraping" (screenshot) or "scraping");

(v) if we have reasonable evidence that you have sought commercial use of all or any part of the Services, the information or data contained on the Services (including, but not limited to, results, statistics, sports data and match schedules, odds and betting

statistics), or any other information or data contained in the Services and/or their source code;

(w) if we have reasonable evidence that you have in any way interfered, interrupted or manipulated the operation of the Services or the normal operation of any of them;

(x) if we have reasonable evidence that you have used third-party external player support programs or software that are designed to provide an unfair advantage to customers, including (but not limited to) the use of artificial intelligence, automated players(bots) and/or player support software;

(y) if we have reasonable evidence that you have repeatedly exploited or participated in the exploitation of any fault, flaw or Error (including any Error, Malfunction or Interruption as defined in Section 22 below) in the Services and/or in our or a third party's software, except for errors that are considered "inexcusable errors" under the French case law;

(z) if we have reasonable evidence that you have, or have attempted to, sell, transfer and/or acquire any Account belonging to another customer;

(aa) if we have reasonable evidence that you are an individual prohibited from gambling in accordance with local law;

(bb) if we have reasonable evidence that you have been diagnosed with a gambling problem or disorder;

(cc) if we have reasonable evidence that you have participated in, or procured, any form of circumvention against any technological measure deployed or used on any part of the Services to prevent copying, scraping or other misuse of the Services or any information or data, recording or other material on the Services; and/or;

(dd) if you (except to the extent permitted by a mandatory provision of applicable law that cannot be overridden by contract) reproduce any materials, information, data or content on or in the Services as part of text and data mining activities or for training purposes or otherwise to develop or deploy an AI-based system.

17. Suspension, and Closing Your Account at Our Discretion

17.1 We may (depending on the specific circumstances) close, restrict, or suspend your Account at any time without notice where we have reasonable evidence that you have engaged in any Prohibited Activity or have violated the Terms. Restricting your

Account may include, for example and without limitation, a restriction on using certain payment methods (where, for example, we have reason to believe fraudulent activity or other Prohibited Activity may have been carried out in connection with a certain payment method). If we close your Account, the contractual relationship between us will then be terminated.

17.2 We may also close your Account without notice if we discover that you have not met the eligibility criteria (see section 4 above) to open an Account.

17.3 If we have reasonable evidence that you have engaged in any Prohibited Activity, we will restrict or suspend your Account without notice, and your Account will remain restricted/suspended for the duration of the investigation. Once your Account is restricted or suspended, you will be notified. You agree to fully cooperate with any such investigation. You will not be able to access or withdraw your funds during the hold periods, and any balance will remain in the Account. We will make every effort to complete our investigation within a reasonable time, but you acknowledge that any delay on your part in responding to our requests for information or other requests will affect our ability to do so.

17.4 If our investigation concludes (acting reasonably) that the issue has been resolved to our satisfaction, we will lift the suspension on the Account. If our investigation concludes (acting reasonably) that you have engaged in Prohibited Activity, we will permanently close your Account. In these circumstances, your data may be passed on to any relevant regulatory authority or any other relevant external third party. In any case, we will inform you of the outcome of our investigation.

17.5 We may also need 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 conditions of our authorisation. These actions, if any, may affect the use of your Account.

17.6 If we close your Account, any positive real money balance available in your Account at the time of such closure will be refunded to you, **unless**:

(a) you have been involved in illegal activity and provided that we are permitted under applicable laws, regulations and public authority orders or directives to retain your balance; and

(b) if we have reasonable evidence that you have participated in any Prohibited Activity, we will withhold all or part of the Account balance and/or cancel or recover from deposits made to your Account, payments, Bonuses and/or any winnings (if any) in

each case, to the extent attributable to the relevant Prohibited Activity(ies).

18. Closing Your Account

If you wish to close your Account, please do so from our Account Closure page by [clicking here](#) or otherwise by [contacting us](#).

19. Your Equipment

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

19.2 Click [here](#) for more information regarding the accessibility requirements of the Services and technical issues relating to the use of the Services.

20. Software and Technology

20.1 In order to use certain elements of the Services, you may need to download software (the “**Software**”).

20.2 In addition, some third-party product providers may require you to agree to additional terms and conditions governing the use of their products. If you do not agree to these terms, do not use the applicable third-party software.

20.3 You may only use the Software for the purpose of using the Services as designed and, except to the extent permitted by applicable law, for no other purpose.

20.4 We grant you a personal, non-exclusive, non-transferable right to use the Software, for the sole purpose of using the bet365 Services, as designed to be used, in accordance with the provisions below.

(a) You may not: (i) install or launch the Software on any server or other networked device or take any other action to make the Software available to any other person through any "bulletin board," online service, remote connection, or network; (ii) sublicense, assign, rent, lease, loan, transfer, or copy (except as expressly provided in these Terms) your license to use the Software or make or distribute copies of the Software; (iii) enter, access, or attempt to enter, access, or circumvent our security system in any way or interfere in any way (including, but not limited to, through the use of robots or similar devices) with the applicable products or Services, or attempt to make changes to the Software and/or its functions or components; 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 computer program law, you may not: (a) translate, reverse engineer, decompile, disassemble, modify in any way the Software or create derivative works based on the Software; (b) reverse engineer, decompile, disassemble, modify, adapt, translate, attempt to discover the source code of the Software, or create derivative works based on all or any part of the Software.

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

(c) In the event of Communication or System Errors (as defined in Section 22 below) that occur in connection with the management of Accounts or other features or components of the Software, we reserve the right to remove all affected products from the Services and take any other action to correct such Errors.

(d) You acknowledge that your use of the Software is beyond our control and at your own risk.

(e) The Software may include confidential information that is secret and important to the Software Provider and/or to our company. You are permitted to use or disclose such confidential information only in strict accordance with these Terms.

20.5 You must not misuse the Services by introducing viruses, Trojan horses, worms, logic bombs or other malicious or technologically harmful content. In particular, you must not gain unauthorized access to, interfere with, damage, or disrupt all or any part of the Services; 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 any third party. You must not attack our Services by means of a denial-of-service attack. Except where we have not taken appropriate measures, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful content that may infect your computer programs, data and equipment or any other proprietary equipment, due to your use of the Services, of the Software or your downloading of any content posted on the Services or on any website linked to it, where such loss or damage results from a case of force majeure as defined in Article 1218 of the French Civil Code.

21. Third-Party Content

21.1 We receive news feeds, comments and content from a number of providers.

Some third-party product providers may require you to agree to additional terms and conditions governing the use of their news feeds, comments, and content. If you do not agree to the terms and conditions of the relevant third parties, do not use their news feeds, comments and content.

21.2 Where the Services contain links to third-party websites and resources, such links are provided to you for your information only. We have no control over the content of such sites or resources, and are not responsible 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's website does not constitute an endorsement of such third party's website, product or services (if any).

22. Malfunctions, Errors and Interruptions

22.1 We strive to provide you with a high quality betting and Poker platform, but we cannot guarantee that the Services will function properly at all times. Various kinds of errors may occur - technical, human or otherwise - and you understand and agree that we are providing the Services to you, and that you must accept them, in the condition in which we may from time to time make them available.

22.2 In this section, we describe the issues that may arise and the rights we have in such cases.

22.3 Here are some key definitions to help you understand this section:

A “**Malfunction**” means when an automated process does not function as designed or intended, such as when software has a variation from the intended specifications or performance parameters, or when two software packages fail to interface or communicate with each other in the intended or designed manner, in both cases in such a way as to produce a result that is not the one that was planned or designed. These malfunctions may or may not be apparent, either to you or to us. Inexcusable errors in accordance with French case law that are attributable to us are not considered to be malfunctions.

An “**Error**” refers to a technical or operational error but excludes all "inexcusable errors" within the meaning of French case law.

An “**Interruption**” refers to an interruption of a Game Transaction for any reason, such as an interruption caused by an internet or connectivity failure, severe latency in communications, or a technical failure due to a disaster or unforeseen event.

22.4 When any of the above occurs, it is important that you understand and agree to the following before using the Services, as we have set out in the "Important Information" section at the top of these Terms and Conditions of Use:

Malfunctions

22.5 If, as a result of a Malfunction, your Account is created If you have any winnings that you would not have received but for the Malfunction, we may cancel the relevant Transaction and any related Transactions and retain the winnings in question. This applies even if the gambling product or Bonus in question could have generated the same or a similar amount of winnings without the intervention of the Malfunction and this applies whether or not the Malfunction was apparent to you or ours. If you have withdrawn any such winnings, you agree to reimburse us for the amount thereof as soon as we ask you to do so.

22.6 Where a Malfunction is or becomes apparent or obvious to you, or where you suspect that a Malfunction may be occurring, you agree to immediately stop using the relevant Service(s) and to [Contact Us](#) immediately.

Errors

22.7 In the event of an Error, we may suspend the affected event/bet type while we investigate the issue, and we will settle Transactions as set out below:

- (a) **Incorrect Match** – where an incorrect player or team is quoted for a match, Transactions will be void.
- (b) **Incorrect Bet Type** – if an incorrect bet type is quoted for a match or event, Transactions placed on that bet type will be void and other types of bets may also be voided.
- (c) **Late Bets** – where a "Late Bet" (being a bet placed where the outcome is already known) is inadvertently accepted the Transaction will be cancelled.

22.8 If, as a result of an Error, your Account is credited with winnings that you would not have received without the Error, we reserve the right to cancel the relevant Transaction and any related Transaction(s) and to block the winnings in question. This applies even if the gambling product or Bonus in question could have generated the same or similar payout without the intervention of the Error, and this applies whether or not the Error was apparent to you or ours. If you have withdrawn any winnings credited as a result of an Error, you agree to refund the amount to us as soon as we ask you to do

so.

22.9 Where an Error is or becomes apparent or obvious to you or where you suspect that an Error may be occurring, you agree to immediately stop using the relevant Service(s) and to [Contact Us](#) immediately.

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

22.11 In relation to **betting activities**: we reserve the right to suspend bet types, cancel Transactions and return their stakes to customers.

22.12 In relation to Poker:

(a) where an Interruption occurs after receiving notification of your gaming activity and you can no longer influence the outcome of the event or gaming activity, the results of the gaming activity will stand;

(b) for games with multiple participants (equal odds or not), we will deal with this on a case-by-case basis according to the additional rules available in the Poker Rules.

23. Absence of Chance and Ambiguity

23.1 Chance is a constituent element of sports betting. Any bet on an event implies the randomness of its occurrence at the time it is placed. In the absence of chance, a Transaction cannot be validly placed and we will cancel the relevant Transaction and the stakes will be refunded to you. For example, we will cancel Transactions on known or impossible results.

23.2 If the wording or wording of a bet is unclear or ambiguous, such that the Transaction placed cannot give rise to a valid betting contract, we will cancel the relevant Transaction and the stakes will be refunded to you. In these situations, the exact purpose of the Transaction cannot be identified, and it is not possible to determine whether the bet is a winner or loser, and consequently the Transaction is void.

Art. 24. Your Liability to Us, Our Right to Set-Off

24.1 We may set off any credit balance in your Account against any monies you owe us.

24.2 You agree to indemnify us for any costs, fees or losses suffered or incurred as a result of any Prohibited Activity by you.

25. Responsible Gaming

25.1 We are committed to responsible gaming. We strive to promote gambling as an enjoyable leisure activity and we believe that gambling can only stay that way if you stay in control and gamble responsibly. However, we are aware that gambling may, for some people, cease to be a harmless hobby and become a problem.

25.2 We have a number of tools in place to help you stay in control of your gambling habits. For example, you have the options Pause, Deposit limits, Checks and checks, Self-exclusion, Budget calculation, Track your activity and Block access to the game. In particular, when you register and open your Account, you must enter certain information about yourself and control your ability to play by setting:

(a) a weekly limit for deposits made to your Account;

(b) a weekly limit (set at 7 consecutive days) for your bets; and

(c) an automatic withdrawal threshold.

25.3 For further information, advice and support, please [click here](#). Please note that you can change the game limit settings at any time by increasing or decreasing the limits.

26. Intellectual Property Rights

26.1 The Services and their content are protected by international copyright laws and other intellectual property rights. The owner of such rights is bet365, its affiliates and/or any other third party licensors.

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

26.3 Except to the extent required to place Transactions, no part of the Services may be reproduced or stored, modified, copied, republished, uploaded, displayed, 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 Your personal information is processed in accordance with our Privacy Policy, a copy of which can be found [here](#).

27.2 Our Cookie 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 do not take any action against you, we will still be able to exercise our rights and remedies in any other situation where you breach these Terms.

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

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

28.4 Subject to obtaining all necessary regulatory approvals, we may at any time transfer our rights and/or obligations under these Terms to another organisation. Without limiting the foregoing, we may wish to transfer our rights or obligations under these Terms to another company in our group or to any other legal entity, including in the event of a restructuring or sale of our business. You agree that we will do so provided that, in the event of any such transfer, after we have notified you of the date on which such transfer will occur, your rights under these Terms will be enforceable against the new legal entity. If you are not satisfied with this change, you may close your Account at any time.

28.5 These Terms are only as personal to you. You may not transfer your rights or obligations under these Terms, or your account, to any other person.

28.6 If we need to notify or contact you under these Terms, we will do so using the information registered in your Account or through a notice on our websites, applications and/or other parts of the Services. If you would like to contact us, you can do so by following the following link [Contact Us](#).

29. Claims and Disputes, Governing Law and Jurisdiction

29.1 In this Section 29:

(a) "**Gaming Dispute**" means a claim that relates to any Game Transaction (including the administration of the Transaction) or that is related to the management or operation of your Account and that has not been resolved in the first step of our claims procedure described below; and

(b) "**Consumer**" means any person acting wholly or mainly for purposes unrelated to his or her commercial, industrial, craft or liberal activity.

29.2 In the event of a claim or dispute arising out of a Transaction or in connection with the Services, please follow our internal complaints procedure which can be found [here](#).

29.3 If we are unable to resolve a gaming complaint or dispute following the published Complaint Procedure, you may contact the Gaming Mediator at the following postal address: Gaming Mediator, Immeuble TRIEO, 11 boulevard Galliéni, 92130 Issy-les-Moulineaux France, or at the following email address: mediation@anj.fr. The Gaming Mediator's website is available at www.mediateurdesjeux.fr.

29.4 These Terms, and any dispute or claim arising out of or relating to their subject matter, shall be governed by French law.

29.5 The French courts shall have exclusive jurisdiction to settle any dispute that may arise out of or in connection with these Terms, it being understood that the choice of French law shall not prevent you from bringing proceedings before the courts of your home country, if different. If the dispute is not a Gaming Dispute, legal action may also be brought by bet365, in its sole and absolute discretion, against any party breaching these Terms and Conditions, at its option, in the courts of the place of domicile of that party, and, if there are more than one party, in the court of the place of domicile of any of those parties, and all other parties shall submit to such jurisdiction.