# **NETBET - TERMS AND CONDITIONS**

Please read these Terms and Conditions carefully before you use the Services at NetBet and make sure that you understand its content. These Terms and Conditions, together with the Privacy Policy, constitute a binding agreement (the "Agreement") between you and NetBet.

By registering an Account at NetBet, you agree that you have read and understood these Terms and Conditions and the Privacy Policy and acknowledge that these shall apply to you.

If you do not agree to any of these Terms and Conditions or the Privacy Policy you must immediately stop using the Services.

If you have any doubts concerning your rights and obligations under this Agreement, please seek advice from an attorney in your jurisdiction. It is essential that you are aware of the laws in your jurisdiction prior to registering. Certain games of chance are restricted by law in some countries, and may be indefinitely prohibited by law in others. NetBet is not responsible for any liability to you relating to matters of jurisdiction.

Version 10.7 - 30/04/2018

## **SUMMARY OF OUR TERMS AND CONDITIONS**

The information set out below is a summary of our key terms for information purposes only. This does not replace the full Terms and Conditions set out below. You should read and agree to the full Terms and Conditions before registering and using our Services. In the event of any conflict between this summary and the full Terms and Conditions, the full Terms and Conditions will apply.

References to "us", "our", "we" or "NetBet" are references to NetBet Enterprises Limited, a company registered in Malta with a registered office at 209 Marina Street, Pieta, Malta and which is licensed and regulated by the Malta Gaming Authority, licence numbers: MGA/CL1/272/2006 (issued 21st February 2013); MGA/CL1/608/2009 (issued 15th March 2012); MGA/CL3/608/2009 (issued 5th September 2013); MGA/CL2/272/2012 (issued 10th July 2013); MGA/CL1/855/2012 (issued 23rd December 2013); MGA/CL1/1043/2014 (issued 18th December 2014); MGA/CL1/1995/2014 (issued 1st October 2014); MGA/CL1/1199/2016 (issued 1st September 2016).

To use our services, you must register and open an Account with us. By registering an Account with NetBet on Netbet.com, or any other URLs and subdomains belonging and licensed to us, you will enter into a legally binding agreement with us which incorporates the Terms and Conditions. See Clause 3.

You must be 18 years of age or older and meet the other eligibility and verification criteria to use our Services.

We may collect and use your personal information in accordance with our Privacy Policy.

You can only register one (1) Account with us.

We will need to complete our verification checks before allowing you to withdraw winnings from your Account.

We will not tolerate fraudulent activity or cheating. Where we close or suspend a Player's Account for reasons of fraud or cheating, we may withhold the funds in your Account.

We will not be responsible for any errors or events outside of our control, which may result in any bets being declared void.

Save in respect of any winnings lawfully due to you, our liability for fraud, death or personal injury or your statutory rights, our maximum liability to you is limited to the greater of:

- a) Where such liability relates to a specific bet, the value of such bet paid by you.
- b) Where such liability relates to the misapplication of funds in your Account, the amount that has been lost or misplaced.
- c) €/\$/£500.

Any complaints or disputes will be first handled by our Customer Care Team with a right to appeal to the Malta Gaming Authority.

We comply with the requirements of the Malta Gaming Authority ("MGA") with regards to safeguarding Players' money.

Bonuses are subject to these Terms, the respective Special Terms and Rules and any terms specific to such bonuses.

Please note that some of the games provided on this website originate from game providers which are not regulated by the Malta Gaming Authority.

When accessing these games, a pop-up will inform you that you are leaving the Maltese jurisdiction. The following is a complete list of all the game providers and the jurisdiction under which these games are provided.

Game Provider	Jurisdiction		
Ainsworth	Alderney		
Amaya / NYX Gaming	Malta		
Betradar	Belgium		
EGT	Belgium		
Evolution Gaming	Alderney		
Ezugi	Curaçao		
Gameart	Curaçao		
IGT	Alderney		
SoftBet	Romania		
Leander Games	Alderney		
Microgaming	Malta		
NetEnt	Malta		
Pariplay	Isle Of Man		
Playson	Netherlands		
Quickspin	Alderney		
Scientific Games Gibraltar	Gibraltar		

## 1.PURPOSE OF THESE TERMS AND CONDITIONS

1.1 The objective of these Terms and Conditions is to govern the legal relations between NetBet and a Player.

## 2.DEFINITIONS AND INTERPRETATION

- 2.1 The words and terms below, when used in this contract, have the meaning given here, unless the context clearly implies otherwise and will govern the Player's use of the Websites.
  - 2.1.1 Account: An account with NetBet on one of the Websites.
  - 2.1.3 **NetBet, Us or We:** NetBet Enterprises Limited, an online gaming operator using the trading name 'NetBet' offering services through the Websites.
  - 2.1.4 Content: As defined in Clause 20.1.
  - 2.1.5 Login and Password: The login ID and password that you chose upon registering an Account with one of the Websites.
  - 2.1.6 NetBet Group: NetBet, any subsidiary or parent company of NetBet, or any subsidiary of a parent company of NetBet.
  - 2.1.7 Player: A person who has an Account and who uses the Services.
  - 2.1.8 **Playthrough:** The number of times or the amount that has to be placed as a bet for each bonus, before any winnings can be withdrawn.
  - 2.1.9 Prohibited Acts: As defined in Clause 20.2.
  - 2.1.10 Privacy Policy: The privacy policy at <a href="https://help.netbet.com/en/casino/confidentiality">https://help.netbet.com/en/casino/confidentiality</a>.
  - 2.1.11 Representatives: Representatives, directors, agents and employees.
  - 2.1.12 Rules: The following rules for the Services:
    - 2.1.12.1 Rules for NetBet's online sports betting service, which can be accessed in the Help Centre section of the Websites.
    - 2.1.12.2 Rules for NetBet's online casino service, which can be accessed in the Help Centre section of the Websites.
    - 2.1.12.3 Rules for NetBet's online poker service, which can be accessed in the Help Centre of the Websites.
  - 2.1.13 **Service or Services**: All games, services and any related content or Software, whether or not in downloadable format, accessible or otherwise used by you through the Websites and allowing you to participate in the services provided by NetBet. The Services contains NetBet's own proprietary content as well as content of third party providers.
  - 2.1.14 **Software:** The software licensed by us including all programs and databases and any other derived content, requiring download, accessible or otherwise used by you through the Websites and allowing a Player to play online games.

- 2.1.15 **Special Terms:** The terms specific to the sports betting service, casino service and poker service on the Website, which are attached at Appendices A, B and C of these Terms.
- 2.1.16 Terms and Conditions: These terms and conditions.
- 2.1.17 **Websites:**Netbet.com and other URLs and subdomains belonging to and operated by NetBet under its Malta Gaming Authority licence and Website refers to any one of them.
- 2.2 In these Terms and Conditions, unless the context requires differently:
- 2.2.1 References to these Terms and Conditions include references to any amended Terms and Conditions, which supersede these Terms and Conditions.
- 2.2.2 Unless otherwise stated, in case of conflict between these Terms and Conditions and any other document referred to in these Terms and Conditions, these Terms and Conditions will prevail.
- 2.2.3 References to NetBet or any NetBet Group company shall be deemed to include their respective successors, beneficiaries or transferees.
- 2.2.4 Section headings are for reference only and shall not affect the interpretation of these Terms and Conditions.
- 2.2.5 References to a "person" include any individual, company, partnership, joint venture, association, organisation, institution, trust or agency, having a distinct legal character.
- 2.2.6 References to gender include every gender and references to the singular include the plural and vice versa.
- 2.2.7 References to "bets" includes a reference to "stakes" and/or "wagers".
- 2.2.8 References to servers or "our server" or "our servers", if appropriate, include a reference to a third party server or servers used to provide the Services or Websites.
- 2.2.9 Any sentence introduced by the words "comprising" or "including" or a similar expression is indicative and does not limit the meaning of words that follow, and will be considered "without limitation".

## 3.ACCEPTANCE OF TERMS AND CONDITIONS

- 3.1 By registering an Account with NetBet you confirm that you have read and understood these Terms and Conditions, which may be modified from time to time, and acknowledge that they will govern your use of the Services.
- 3.2 You acknowledge that these Terms and Conditions incorporate the Special Terms and the Rules.
- 3.3 Should there be any conflict between the Terms and Conditions and the Special Terms or the Rules, the order of precedence shall be as follows:
  - 3.3.1 The Rules.
  - 3.3.2 The Special Terms.
  - 3.3.3 These Terms and Conditions (excluding the Rules and Special Terms).
- 3.4 The Agreement applies to the usage of the Services and comes into force as soon as you tick the acceptance box during the registration process and create your Account. Ticking this box confirms to us that:
  - 3.4.1 You have read, understood and accept these Terms and Conditions.
  - 3.4.2 You certify that you are of legal age for gambling in the country from which you are accessing the Services.
- 3.5 By using the Services, you agree to the Terms and Conditions. Any changes to the Terms and Conditions will be communicated in writing, and accepted by you before such changes are implemented.
- 3.6 For information purposes, ease of understanding and ease of access by the Player these Terms and Conditions may be published in several languages. Each and every version will contain the same principles however it is only the English version that shall govern the legal relationship between you and us. Should any form of discrepancy arise between the non-English and the English version of these Terms and

Conditions, the English version shall prevail over the non-English version.

- 3.7 Any rights not expressly granted in these Terms and Conditions are reserved.
- 3.8 Gambling services provided by NetBet via the Websites are licensed and regulated by the Malta Gaming Authority, pursuant to the following licences: MGA/CL1/272/2006 (issued 21st February 2013); MGA/CL1/608/2009 (issued 15th March 2012); MGA/CL3/608/2009 (issued 5th September 2013); MGA/CL2/272/2012 (issued 10th July 2013); MGA/CL1/855/2012 (issued 23rd December 2013); MGA/CL1/1043/2014 (issued 18th December 2014); MGA/CL1/995/2014 (issued 1st October 2014); MGA/CL1/1199/2016 (issued 1st September 2016).
- 3.9 If you do not entirely agree with these Terms and Conditions, you shall immediately cease to use the Services.

#### 4. OPENING AN ACCOUNT

- 4.1 To register an Account at NetBet you must complete the online application form. You are required to enter your personal details during the Account registration process. Personal details include, but are not limited to: first name, surname, address and date of birth.
- 4.2 By agreeing to these Terms and Conditions, you agree and declare that you have entered your own correct personal details, and that the source of all funds used on the Websites are derived from legal activities and that you will not use the Websites for illegal or fraudulent activity, including (and without limitation) money laundering as provided by the governing law that applies to You and/or any NetBet Group company.
- 4.3 A Player cannot open an Account or use the Services if the Player or any member of their household is or has been, over the last 2 years, employed by any NetBet Group company. In this clause, "employed" includes third party contractors such as dealers, software vendors, developers or associates and any person affiliated with any NetBet Group companies.
- 4.4 A person cannot request to open an Account or hold an Account if such person will not be the Account holder or if they are acting on behalf of a third party.
- 4.5 A Player can only possess one Account with NetBet, and NetBet reserves the right to close all multiple Accounts that are open, under the same name or connected to the same person. If a person has opened multiple Accounts, NetBet will have the right to take any action permitted under these Terms and Conditions, including that NetBet may credit the first Account that the Player opened with NetBet with the balances from the other Accounts that would have been closed. If NetBet has reasonable grounds to believe that the Player has committed or attempted to commit any fraud, NetBet reserves the right to cancel any transaction pertaining to it, without prejudice to any other action.
- 4.6 A person's request to open an Account may be refused and an Account may be closed, at NetBet's sole discretion. Subject to these Terms and Conditions, including those terms which permit NetBet to withhold payment of winnings, any contractual obligations of either a Player or NetBet which have been made prior to an Account being closed will be honoured.
- 4.7 A Player must not authorise any third party to use their Account, but a Player will be entirely responsible for all losses which are incurred as a result of having a third party use their Account. The Player must immediately inform NetBet if they suspect that another person has obtained access to their Account, and the Player will offer their full support to NetBet while investigating this issue.
- 4.8 The Player understands and agrees that NetBet does not guarantee, in any capacity whatsoever, that the use of the Websites by the Player is legal in any given territory, and it is the Player's own responsibility to ensure the legality of his own actions. NetBet cannot provide a legal opinion on the legality of internet gaming in the Player's country, nor will it accept any responsibility for any punishment that could be imposed on the Player by the relevant authorities following the illegal use of the Websites.
- 4.9 The Player must not request or create an Account if they are in a jurisdiction in which the application for the opening of an Account and/or the use of our Services is illegal or against the law. It is the Player's responsibility to ensure that this is not the case. NetBet reserves the right to suspend a Player's Account immediately if NetBet discovers that the Player's Account has been opened in a country where it is illegal to access the Services.
- 4.10 None of the executives, managers, directors, employees, consultants, or agents in our branches or affiliated companies, or any of our providers or sellers, nor their relatives (in this clause, the term "relatives" means spouse, partner, parents, children or siblings of the people mentioned above) are authorised to open or hold an Account or use the Service directly or indirectly. If this clause is breached, NetBet reserves the right to close said Account immediately, void any bets and to cancel payments on any win.

## 5. PLAYER'S PERSONAL INFORMATION

- 5.1 The personal information that NetBet may request for registration includes but is not limited to: first name, surname, date of birth, home address, email address, telephone number, language, currency for any deposits or withdrawals or ID card number.
- 5.2The Player is also required to provide details of their Login and Password as part of their application for an Account or to log into their Account.
- 5.3 It is the Player's responsibility to ensure that all information provided to NetBet is accurate, precise and up to date.

- 5.4 A Player can edit his personal details by contacting Customer Service. The provision of documentation might be required.
- 5.5 A Player can also remove credit card details at any time, and/or register a new card. Any missing information with regards to such changes may lead to transactions being rejected by the bank, savings bank, or the Player's credit card provider, and NetBet is in no way responsible for anything connected to the cancellation of such transactions because of the failure of the Player to provide correct personal details.
- 5.6 It is the responsibility of the Player to protect their bank card against loss or theft, and the Player should immediately contact the NetBet customer services if the card is lost or stolen.
- 5.7 You acknowledge that changes cannot be made to your first name, surname and date of birth provided at registration, unless the Player provides NetBet satisfactory evidence that they, and all other personal details, have been legally changed under the laws of countries where the Player resides.
- 5.8 NetBet reserves the right to keep all personal information provided by the Player upon registration after the Account is closed.
- 5.9 The username that the Player chooses must not be obscene, threatening, racist, offensive, derogatory, defamatory or infringe any intellectual property right or property right of a third party and if NetBet considers, in its sole and absolute discretion, that the username chosen by the Player is inadequate, NetBet reserves the right to reject and prevent the Player from using such a username at any time and without his knowledge and/or consent.
- 5.10 After creating an Account, the Player will be asked to enter his Login and Password to login to his Account and use the Services. The Player's Login and Password should not be disclosed to third parties and the Player is solely responsible for all actions that take place due to having obtained access to the Service through the use of the Login and Password. Any breach of these Terms and Conditions by a third party having access to the Player's Login and Password will be treated as a breach committed by the Player.
- 5.11 If the Player forgets their Login or their Password, or if they could according to the Player become known to an unauthorised user, the Player must immediately notify NetBet.
- 5.12 After five consecutive incorrect entries of a combination of the Login and Password, the Player's Account will be temporarily suspended for security reasons and NetBet will require the Player to forward an official form of identity document that includes a photo (copy of an identity card or driving licence) before the Account can be reactivated.
- 5.13 NetBet presumes that all transactions made using the correct Login and Password are made by the rightful owner of the Account and are therefore valid. In no case is NetBet liable for losses incurred by the Player due to unauthorised use or misuse of their personal details. To protect NetBet and the Player against identity theft, NetBet reserves the right to ask a Player, at any time, for proof of identity including a photocopy of a valid identity card), and/or a copy of all cards used and/or proof of address (utility bill or recent bank statement). Failure to produce the requested documents will result in NetBet suspending the Player's Account.
- 5.14 NetBet will use strict security measures in order to protect Players' personal information against unauthorised access. The Player is solely responsible for securing their Login and Password and all actions that take place because of access to the Service via your Login and Password.
- 5.15 The Player's personal information is strictly confidential and will be used by NetBet and, if necessary, by one or more NetBet Group companies, established in a Member State of the European Union, to register and manage the Player's Account, to collect customer profiles and to provide Players with the opportunity of using the Services available on the Websites as well as providing details of promotions and services offered by NetBet Group companies.
- 5.16 If a Player clicks and agrees to receive direct marketing, any NetBet Group company can also use the Players' personal information to send direct marketing emails about new products and/or offers that such NetBet Group company considers to be interesting to the Player. The Player may receive these direct marketing emails after they register an Account with NetBet, even if the Player has never placed a bet or has not deposited any funds into their Account.
- 5.17 NetBet reserves the right to pass on personal information to third parties such as state owned services, if NetBet is requested or required to under any law, regulation, proceedings or summons.
- 5.18 The supply of personal data to third parties is on an opt-in basis.
- 5.19 Cookies are also used on the Websites to provide fast and efficient service.
- 5.20 Additional information about the use of the Player's personal information by NetBet can be found in our Privacy Policy.
- 5.21 You agree that NetBet may provide any relevant sport governing body with sufficient information to conduct an effective investigation if NetBet suspects that it has any information from whatever source that may: (a) lead the Malta Gaming Authority to consider making an order to void a bet; or (b) relate to a breach of a rule on betting applied by that sport governing body.

## 6. LICENCE TO USE THE SERVICES

- 6.1 We hereby grant you a personal non-exclusive, non-transferable licence to use the Services in accordance with these Terms and Conditions and subject to the following conditions:
  - 6.1.1 You are at least 18 years of age or the legal age required by the governing laws in the country where you reside, and that you are able to assume responsibility for your actions.
  - 6.1.2 All information included in the registration form submitted to NetBet is true, accurate, complete, and corresponds to the name(s) appearing on the bank cards used for the deposits and payments of winnings. We reserve the right to close your Account in the event that the information provided to NetBet is found to be false, inaccurate, deceitful or incomplete. It is your responsibility to inform us of any changes regarding the information you provided us with as soon as possible.
  - 6.1.3 The use of the Services is a right that is bestowed upon you personally to play games of chance on the internet. This right is given to you with a personal and not a commercial purpose.
  - 6.1.4 You may not under any circumstance authorise a third party to use your Account, your password or your identity to access the Services.
  - 6.1.5 You understand the Rules and procedures of all games offered on the Websites.
  - 6.1.6 It is your responsibility to note the payout rate or odds that apply to each game before you place a bet and you acknowledge that payout rates and odds change from time to time.
  - 6.1.7 When you update a loss or stake limit whilst playing a game on the Websites, you acknowledge that the loss or stake limit will not be updated until you close the current gaming session and start a new one.
  - 6.1.8 We reserve the right not to release any funds suspected to be connected to or proceeding from crime to you.
  - 6.1.9 You agree not to download, rent, lease, loan, distribute, create derivative works, copy, re-use, modify, adapt, attempt to decompile, decipher, disassemble, reverse engineer, decrypt or discover the source code of all or any portion of the Services or the games, create improvements, or seek to obtain intellectual property protection on the content of and intellectual property rights in the Services and the games.
  - 6.1.10 You acknowledge that when playing games of chance through the use of the Services that you are at risk of losing money. It is your sole responsibility to assume the losses suffered through your Account.
  - 6.1.11 Please be advised that our Services are consumed instantly when playing. Thus, we cannot provide returns of goods or refunds or, subject to any terms to the contrary, cancellation of your bets once they have been placed. If you play a game on the Websites with real money, the money will be drawn from your Account instantly.
  - 6.1.12 You understand and acknowledge that if there is a malfunction in a game or its interoperability, any bets made during such malfunctioning shall be void. Winnings obtained from a malfunctioning game shall be considered void, as well as any subsequent game rounds with said winnings, regardless of what games are played/Services are used, using such winnings.
  - 6.1.13 You acknowledge that the use of the Services is at your sole discretion and risk.
  - 6.1.14 You certify that the funds used by you on the Websites through the use of the Services are not from illegal sources, and that in no way will you use the Services with the purpose of transferring funds, including to another party or separate bank account. You will not use the Services for any illicit or fraudulent activity, or for any unlawful or fraudulent transaction (including money laundering), in accordance with the laws of all the jurisdictions having authority over you. NetBet reserves the right to discontinue or block the Account(s) of the Player, at any time, and until the matter has been resolved, if NetBet has reasonable suspicion as to the legality of the source of the funds used by the Player on the Websites.
  - 6.1.15 You certify that you will not violate or attempt to violate or manipulate NetBet's security measures in any way. If NetBet has reasonable suspicion with respect to this clause, NetBet reserves the right to suspend or block your Account immediately, to not credit you with the amount due on your Account, and to deny you access to all other Websites and Services offered by Us.
  - 6.1.16 You certify that in relation to the Services, you will not use or attempt to use any martingale betting strategy or software endowed, in our view, with artificial intelligence.
  - 6.1.17 Abuse of bonuses and other promotional offers, as well as all other abuse of the Services, is prohibited.
  - 6.1.18 You acknowledge that in the event that NetBet reasonably determines that you used or attempted to use a product endowed with artificial intelligence in conjunction with our Services, that NetBet has the right to rescind or block your Account immediately, to not reimburse the amount credited to your Account, and prohibit your access to all other Websites and Services offered by us.
  - 6.1.19 In the interest of fair play, our Websites prohibit the use of any recognised betting techniques with the aim of circumventing the standard house edge in our games. You acknowledge that if your Account shows any indication of deceptive game play through these betting techniques, that NetBet has the right to block your Account immediately and retain any funds from the Account in question.

- 6.1.20 Should we have any reason to believe that either an Account or group of Accounts are operating systematically, e.g. using specific betting techniques or group wagering, NetBet reserves the right to block or permanently close all Accounts. In these circumstances, you acknowledge that NetBet will not be under any obligation to refund you any money in your Account, with the exception of the amount you originally deposited should this amount still be present in your Account.
- 6.1.21 You acknowledge that NetBet reserves the right to request proof of deposit to a Player for all alternative payments.
- 6.1.22 You acknowledge that NetBet reserves the right to request its Players' bank account numbers at any time, in relation to any deposits or withdrawals.
- 6.1.23 You agree that any amounts deposited in your Account will not generate interest.
- 6.1.24 You agree that you will not open more than one Account. Each Player is only authorised to open one Account. If NetBet discovers a Player has more than one Account, we reserve the right to block all Accounts of that Player, including but not limited to all types of transactions related to the Player's Account, until this problem is resolved.
- 6.1.25 You certify that you will not abuse the ability of opening Accounts in order to benefit from bonus credits and promotional offers by NetBet (including the use of 100%, 20% of initial deposits, or use of certificates and promotional codes). NetBet reserves the right, in case of abusive behaviour on your part relating to NetBet bonus credits and/or promotional offers, at its sole discretion, to rescind or block Player Accounts created to that end, as well as the transactions on such Accounts.
- 6.1.26 You acknowledge upon registering that you are obliged to provide us with personal information including, but not limited to, information relating to methods of payment. You hereby acknowledge that we may be forced to disclose your information to third parties if deemed necessary.
- 6.1.27 In the event of winning an amount equal to €/\$/£250,000 or more through the use of the Services, you will be asked by NetBet to agree to give NetBet the exclusive, permanent, and irrevocable right and authorisation to use your name, photograph, and picture in all media as part of NetBet's marketing and promotional needs, and for its Website(s), on a worldwide level, and to be fully cooperative with NetBet's representatives. You will have the right to refuse.
- 6.1.28 You are solely responsible for all telecommunication networks or internet services and for all other authorisation or permit required in relation to accessing the Services.
- 6.1.29 You acknowledge that you alone are responsible for the security of your Login and Password. To optimise your password security, NetBet suggests that you choose a password with letters and numbers, as well as upper and lowercase letters, and that you do not show anyone the password/login used for the Account. NetBet recommends that you keep your password in a safe and secure place that only you have knowledge of and access to.
- 6.1.30 You acknowledge that it is strictly forbidden for a Player to sell, transfer and/or acquire Accounts to/from another Player or transfer funds from their Account to another Player's Account.
- 6.1.31 You shall not commit any act or adopt any kind of behaviour that could damage the reputation or brand image of any NetBet Group company.
- 6.1.32 You acknowledge that you will use the Services solely at your own discretion assuming all the risks and obligations related to it.
- 6.1.33 You represent that any bet placed on your Account will not be a breach of a rule on betting applied by the respective sport governing body.
- 6.1.34 You agree that you (and not NetBet) are responsible for reporting or declaring any funds withdrawn, including any winnings, if such reporting is required by local law, tax or other authorities and that NetBet is not responsible for any taxes that may be payable by you whether on any bets, on any winnings or otherwise.
- 6.1.35 By registering on a Website, the Player irrevocably authorises NetBet to limit the number of Accounts to a maximum of three (3) Accounts per IP address. The Player acknowledges and agrees that they shall not use an IP address that has more than three Accounts and that it is their sole responsibility to verify the number of Accounts with NetBet on such IP address prior to registering their own Account. In the event where a Player uses an IP address that has three or more Accounts with NetBet, the Player irrevocably agrees to authorise NetBet to block at its sole discretion any payment request(s) and to fully forfeit any amount in such Account(s) to NetBet.
- 6.1.36 Players are only permitted to register an Account with NetBet in their own personal capacity, no person can register on behalf of another and no third party registrations are allowed.

## 7. IDENTIFICATION AND AGE VERIFICATION

7.1 Please note that gambling by a person under the age of 18 years old is an offence in some jurisdictions. By agreeing to these Terms, you

confirm that you are at least 18 years old.

- 7.2 You can only use the Websites and the Services if you are at minimum the legal age for gambling in your jurisdiction.
- 7.3 If you are under 18 years of age, you cannot use the Websites and the Service.
- 7.4 NetBet reserves the right to request proof of age and identity of a Player, at any time, in order to prevent the access of the Websites by minors. Any Player who registers on the Websites must provide a valid form of identification, address, email address and telephone number.
- 7.5 By registering an Account and agreeing to these Terms and Conditions, you authorise us to verify and confirm your identity and age.
- 7.6 In order to verify a Player's identity and to ensure that they are of legal age for gambling, we will carry out regular checks.
- 7.7 Where these checks are unable to verify that any customer is 18 or over, NetBet reserves the right to ask for proof of age.
- 7.8 If on completion of the age verification process you are found to be underage, all deposits made on the Account will be returned, and the winnings and/or bonuses will be voided.
- 7.9 If we remain unable to verify your age through our regular checks, we will send an email to your registered email address requesting a copy of one of the following documents: birth certificate, driving licence, passport, signed credit agreement, citizen/national identity card.
- 7.10 In addition, you agree that if NetBet (in its absolute discretion) requires further verification of your identity that NetBet can send an email to your registered email address, requesting copies of two of the following documents, one of which must show your date of birth: birth certificate, driving license, passport, signed credit agreement, national identity card, utility bill or bank statement (less than 6 months old), which will need to be provided to NetBet in order to complete NetBet's verification process. If such documents are requested, no withdrawals may be made until such documents have been provided to NetBet.
- 7.11 To be approved, all documents must be in acceptable condition (as decided by NetBet in its discretion) and be readable. Your Account number/login ID must be included in the communication, to ensure the check is completed promptly.
- 7.12 All documents can easily be uploaded on the Websites after login, in the Preferences page. Alternatively, they can be emailed to NetBet's customer support.
- 7.13 Any breach concerning passports or visas, or if the identification documents/information provided by a Player cannot be verified, will lead to the cancellation of the welcome bonus package without any refund, be it financial or any other form of compensation.

## 8. OUR DECLARATIONS AND RESPONSIBILITIES

- 8.1 NetBet is committed to paying all winnings obtained by you, in accordance with these Terms and Conditions.
- 8.2 NetBet is not responsible for the potential access to a Player's Account by a third party and will not be held responsible for any potential loss suffered due to the illicit use of a Player's password by a third party without authorised access, and/or for any transaction in which the name and password of a Player were registered correctly.
- 8.3 NetBet is not responsible if a Player forgets, misplaces, or loses their password, except as a result of an error on the part of NetBet. NetBet is not responsible for storing passwords and logins belonging to the Player.
- 8.4 NetBet can at any time deduct a positive balance from the Player's Account equivalent to that which is owed by the Player.
- 8.5 NetBet reserves the right to limit or refuse any bet or any other type of gamble made by the Player or through their Account.
- 8.6 NetBet will investigate and follow up a complaint made by a Player against another for any reason.
- 8.7 Subject to the Special Terms, NetBet will refund any bets placed in the case of a game cancellation.
- 8.8 We will use your personal data to allow you to use the Services and to carry out operations relevant to your participation in the Services. We may also use your personal data to inform you of changes, new services and promotions that we think you may find interesting. If you do not wish to receive such direct marketing data, you may opt out of such a service. NetBet will not exchange and/or distribute email addresses or a Player's personal information with third parties.
- 8.9 Your personal data will not be disclosed to third parties, unless such disclosure is necessary to process your requests relating to your participation in the games or unless it is required by law. As NetBet's business partners or suppliers or service providers may be responsible for certain parts of the overall functioning or operation of the Website, personal data may be disclosed to them. Employees of NetBet, specifically customer support, the payment team and other employees shall also have access to your personal data for the purpose of executing their duties and providing you with assistance and the Service. You hereby consent to such disclosures.
- 8.10 In the event of any kind of software interruption due to any type of problem, NetBet reserves the exclusive and absolute right of requesting a screenshot that would allow to state at exactly which moment of the game the interruption of the service offered has affected

the game of the Player.

- 8.11 NetBet reserves the right to modify a Player's limits on the Service and to apply limits to Players in NetBet's absolute discretion.
- 8.12 We are required by the Malta Gaming Authority to segregate Players' funds into dedicated bank accounts. NetBet holds customer funds and ensures that these are held in a separate bank account(s). In this clause 'customer funds' means the aggregate value of funds held to the credit of Players. Arrangements have been made to ensure assets in these accounts are distributed to Players in the event of insolvency.
- 8.13 NetBet reserves the right to check all and any transactions to prevent money laundering. Criminal and/or civil proceedings may be brought against you and any other person linked to taking part in such activity.
- 8.14 NetBet reserves the right, at its sole discretion, to report any suspicious transaction and to transmit any information to the appropriate authorities and without notice to you. In such a case, you waive all rights of any nature that may be recognised anywhere of the communication of such information. In addition, NetBet reserves the right to withhold all the funds NetBet believes to be derived from cheating, fraudulent or unlawful activity and where required, without giving reason to you for withholding said funds.
- 8.15 NetBet reserves the right, at its sole discretion, to suspend, modify, end, revoke the use of and/or add elements to its Services, either temporarily or permanently, at any time without notice or compensation, subject to compliance with its regulatory obligations and subject to fulfilling all other commitments made under these Terms and Conditions.

## 9. FORBIDDEN JURISDICTIONS

- 9.1 Certain countries have not addressed the legality of games of chance on the internet, and others have specifically determined that such games are illegal. The use of the Services is in no way meant to be used by people who are forbidden by law to use it. The availability of the Services shall not be interpreted as an offer or invitation on our part to use the Services in a country where such use is illegal. NetBet shall not be liable for any breach of local, national, federal, state or other laws that may occur as a result of your using the Services.
- 9.2 In some countries games of chance on the Internet are illegal. By accessing the Services you confirm that you are not located in a country where it is illegal to play such games. Amongst others, NetBet will expressly not accept Players from the following countries: Aruba, Australia, Belgium, Bonaire, Curaçao, Hungary, Latvia, Portugal, Saba, Saint Martin, Sint Eustatius, Spain, Turkey, The United States of America and its Outlying Territories. The list is not exhaustive and may be updated. We may or may not be able to accept players from various jurisdictions based on the local laws and regulations. NetBet reserves the right to suspend a Player Account if it is used to access a Website from a country where it is illegal to play games of chance on the internet or which is listed in this Terms. If you are a resident of Italy, Greece, Romania, France or United Kingdom, you can play at one of NetBet's licensed websites.
- 9.3 You are entirely responsible for informing yourself of the laws in your jurisdiction in respect of the use of the Services.

# 10. GOVERNING LAW/JURISDICTION

- 10.1 This Agreement, its interpretation and its execution, as well as all other legal relations between the parties to this contract, is subject to the laws of Malta.
- 10.2 Each party irrevocably agrees, for the sole benefit of NetBet that, subject as provided below, the courts of Malta shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. Nothing in this clause shall limit the right of NetBet to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

# 11. TRANSACTIONS

- 11.1 You are responsible for all payments due to NetBet. In the event of an amount having been credited to your Account in respect of a deposit, you agree to not prevent the payment being made in any manner (including by refusing a payment or attempting to reverse payment), and you shall also be held liable to compensate NetBet with a sufficient amount, in the event NetBet were to suffer a loss in relation to your payments.
- 11.2 NetBet can, at its sole discretion, block a Player's access to the Service or refuse withdrawals being made using certain bank cards.
- 11.3 NetBet reserves the right to verify the financial solvency of any Player, through the information provided during registration and through third parties.
- 11.4 Any Player who takes part in NetBet promotions may have their first name, the first letter of their surname; their photo (if applicable) and their prize will be mentioned on the blog and on the Websites. Any Player is allowed the right of refusal on the publication of such information and one can exercise such a right by contacting NetBet.
- 11.5 You acknowledge that deposits and withdrawals may be verified and administered by third party electronic payment processors

companies and/or by independent financial institutions. By accepting these Terms and Conditions, you confirm to have been informed about this and consent to such verification and administration of transactions by third parties.

# 12. DEPOSITS

- 12.1 When a Player opens an Account, NetBet requires the Player to make a minimum deposit of €/\$/£10 before they can play or bet. All subsequent deposits will be subject to a minimum deposit amount of €/\$/£10. The Player can make a deposit online at any time and instantaneously, using their credit/debit card, or the other payment methods available in the Cashier page. The funds will be credited instantly on the Player's Account.
- 12.2 NetBet does not charge a fee for making a deposit. However, your bank/credit card may charge for deposits to the Player Account. In this case, the charge will be in the Player's name and will be debited from the Player's bank account/ credit card.
- 12.3 Upon registering an Account, there are no pre-set deposit limits. Limits will be imposed by the Player at the end of the registration process, on the total value of bets or through self-limits the Player sets.
- 12.4 All deposit transactions will be subject to NetBet carrying out "Know Your Client" verification processes to prevent money laundering. Suspicious transactions will be reported to the relevant authorities.
- 12.5 Deposits made to your NetBet Account should be commensurate with game play. Therefore, if in NetBet's discretion, there is suspicion of abuse of the Services (for instance, where a deposited amount has not been used for an appropriate level of game play and the Player then makes a withdrawal request in relation to that deposited amount), NetBet reserves the right, in its absolute discretion, to:
  - 12.5.1 Repay the respective deposit(s), less any costs that may have resulted in conjunction therewith, void any bets and deduct associated winnings and close your Account.
  - 12.5.2 Withhold such amounts until NetBet completes any requisite checks in order to comply with its internal, regulatory or legal requirements.

#### 13. WITHDRAWALS

- 13.1 Any withdrawal request is subjected to a minimum amount of €/\$/£10 and for a Player to withdraw money from his Account, a Player must have made a minimum deposit of €/\$/£10. If the amount of monies in a Player's Account, excluding bonus monies, is less than €/\$/£10, the Player must pay any associated payment processing fees which would be due in relation to the transfer of such amount.
- 13.2 Subject to compliance with these Terms and Conditions, all withdrawal payments shall be processed within the following working day. However, please be aware that the payment may be slightly delayed according to your bank's clearance time, especially during weekends and holidays, and it might take up to 7 days for you to receive the funds. To ensure smooth execution of your withdrawal requests, please ensure that you have provided us with all the necessary information regarding the validation of your payment.
- 13.3 NetBet shall pay any withdrawal to the bank account and using the method used for the Player's deposit. All withdrawal requests to another bank account will be approved at the discretion of NetBet, and NetBet reserves the right to reject such a request. Players have a variety of online withdrawal methods from which they may withdraw winnings. Players may use the following withdrawal methods: Bank Cards, Web Wallets, Wire Transfer, VISA credit cards and MasterCard.
  - 13.3.1 Please note that in order to avoid incomplete financial transactions to an expired credit/debit card, NetBet will not process payments on any credit/debit cards which are due to expire at the end of any given month, after the 20th day of that month.
- 13.4 Notwithstanding Clause 13.3, in order to receive your winnings via any of the Web Wallets you must first make at least one deposit using that payment method.
- 13.5 Notwithstanding the aforementioned, NetBet shall have the exclusive right, at its absolute discretion, to make any transfer to a Player using the payment method of NetBet's choice.
- 13.6 NetBet will only process a withdrawal request from a Player after:
  - 13.6.1 The Player's identity and the Player Account have been verified.
  - 13.6.2 Satisfactory proof of deposit has been provided if requested by NetBet.
  - 13.6.3 NetBet has checked that the Player has not made any chargeback with regards to NetBet.
- 13.7 Withdrawal transactions will be subject to NetBet carrying out a "Know Your Client" verification process to prevent money laundering. Suspicious transactions will be reported to the relevant authorities.

- 13.8 NetBet reserves the right to carry out additional verification procedures for the following reasons:
  - 13.8.1 When a Player deposits or stakes €/\$/£2,000 during any period of 24 hours.
  - 13.8.2 For any payout exceeding the equivalent of €/\$/£1,000 or cumulative withdrawals exceeding €/\$/£2,330, and the right is further reserved to carry out such verification procedures in case of lower payouts. Such verifications may for example include copies of a Player's passport and/or copies of a Player's utility bills.
  - 13.8.3 If total withdrawals exceeds your total deposits, you may be required to complete a further verification procedure via a 'Unique Verification Code' that will be posted to you, to verify your home address.
- 13.9 Should NetBet need to carry out additional verification processes pursuant to Clause 13.8, a withdrawals payment to a Player will only be made after the verification processes have been completed.
- 13.10 No withdrawal processing fees will be levied by NetBet for regular withdrawal requests.
- 13.11 The fees for withdrawals made other than to a credit or bank card, such as any Web Wallet, will be deducted directly from the Player's Account. These fees may be dependent on factors such as the currency used in the Account or the Player's place of residence. Notwithstanding the aforementioned, it is possible that your bank or the payment solution that you use charges your Account for transaction fees. Such fees are not dependent on us and we do not assume any responsibility. Should you require further information, please contact our customer services.
- 13.12 Refunds will only be processed with the payment method used for deposits on the Websites.
- 13.13 Withdrawals available from the Websites will be made from your Account free of charge from NetBet. However please note that your bank may charge for withdrawals from your Account. Please contact our customer service for any information.
- 13.14 Notwithstanding the aforementioned, withdrawal requests are subject to verification procedures and bonus Terms and Conditions. In the event where your Account is under investigation, we reserve the right to withhold any withdrawal request until such investigation is completed to our satisfaction. Each bonus is subject to Terms and Conditions which are listed in promotional emails and on our Website. If a Player requests a withdrawal before the Playthrough has been entirely met, NetBet will deduct the entire bonus amount as well as any winnings from the use of the bonus amount before approving any withdrawals.
- 13.15 During the process of NetBet validating a withdrawal, you have the possibility to cancel your withdrawal request at any time by accessing the "Pending Withdrawals" section of "My Account". By cancelling a pending withdrawal request, the amount will be transferred back to your Player Account balance. Once the withdrawal request has been validated and the payment is made no cancellations are allowed.
- 13.16 The Player is allowed to withdraw funds from their Account only if their Account has not been involved in what NetBet considers to constitute any suspicious activity. If suspicious activity is detected, the Account will be suspended until an investigation is carried out and any documentation required is collected from the Player. While the Account is suspended any funds on the Account will be frozen. Once the investigation is terminated, the Account may be restored to normal or it may be closed and any funds which are not in dispute, returned to the Player.
- 13.17 Before any withdrawals are processed, your usage of the Services will be reviewed for any irregular playing patterns. In the interests of fair gaming, equal, zero or low margin bets or hedge betting, will all be considered irregular playing patterns for bonus Playthrough requirement purposes. Other examples of irregular playing patterns play for bonus Playthrough requirement purposes include, but are not limited to, placing single bets equal to or in excess of 30% or more of the value of your total balance (including any given bonus) until such time as the wagering requirements for that bonus have been met. Should NetBet deem that irregular playing patterns have occurred, we reserve the right to withhold any withdrawals and/or confiscate all winnings and bonuses.
- 13.18 Players who deposit via E-Wallet must bet 20% of their deposit before being able to withdraw.
- 13.19 Notwithstanding the aforementioned clauses, a turnover of at least 1 time the value of deposits needs to be reached before a withdrawal can be requested. If the turnover is not met prior to the withdrawal, NetBet reserves the right at its own discretion to charge an administrative fee of 10% of the value of the deposit to cover all reasonable costs relating to both the deposit and withdrawal.
- 13.20 For players residing in Germany, in accordance with German Tax Laws, a 5% tax might be deducted from your total return on all settled bets. Please see the FAQ page for further details.

## 14. BONUS POLICY

- 14.1 Players may be eligible to participate in bonus programs, the conditions, amounts and releases of which will be set at the discretion of NetBet and are non-negotiable.
- 14.2 Each bonus, promotion and/or special offer is subject to its own specific terms and the respective Special Terms. The specific terms for all bonuses, promotions and/or special offer will state a version number, the date and time stamp, and the validity period of the promotion

itself.

- 14.3 Each Player agrees to read and understand the terms applicable to each bonus they collect.
- 14.4 NetBet reserves the right to rescind any bonus or special offer or promotion at any time
- 14.5 Except where otherwise stated, all bonuses offered on NetBet are limited to one per person, IP address, address and/or household.
  - 14.5.1 CASINO Registered players from the following countries are not eligible for any casino bonuses: Bosnia and Herzegovina, Burkina Faso, Benin, Ivory Coast, Czech Republic, Georgia, Hungary, Kyrgyzstan, Lebanon, Lithuania, Moldova, Macedonia, Nigeria, Poland, Slovakia, Uzbekistan, Zimbabwe. No Deposit Bonus: Croatia, Serbia, Slovenia and India.
  - 14.5.2 SPORT Registered players from the following countries are not eligible for any Sport bonuses: Australia, Bulgaria, Poland, Portugal, Bosnia and Herzegovina, Burkina Faso, Benin, Ivory Coast, Czech Republic, Georgia, Croatia, Hungary, India, Kyrgyzstan, Lebanon, Lithuania, Moldova, Macedonia, Nigeria, Serbia, Slovenia, Slovakia, Uzbekistan, Zimbabwe and Ukraine.
- 14.6 Any withdrawal request of monies linked to a bonus whose Playthrough has not been completed will completely invalidate the bonus including any winnings generated from that bonus.
- 14.7 You understand and agree that you will only be entitled to withdraw the winnings generated from bonuses after you have completed the Playthrough for all bonuses received.
- 14.8 You can only withdraw amounts you have won but excluding your bonus, which cannot be withdrawn.
- 14.9 You cannot activate an offer if your Account already contains a bonus in progress.
- 14.10 Pending offers can only be activated after you have met the Playthrough requirement for the current bonus.
- 14.11 If any funds are withdrawn from your Account (including initial deposit), or you attempt to withdraw such funds, before the Playthrough has been completed or any other terms of the bonus promotion have been satisfied, NetBet reserves the right to cancel any bonus amounts in your Account, including any winnings derived from the use of such bonus amounts.
- 14.12 A Playthrough is applied to every bonus: the amount of said Playthrough is mentioned on the specific promotional page. If no such Playthrough requirement is expressly mentioned, the Playthrough shall be:
  - 14.12.1 In respect of bonuses for sports betting the Playthrough requirements as set out at 1.3.2 of the Sports Betting Special Terms.
  - 14.12.2 In respect of bonuses for poker side games the Playthrough requirements as set out at 7.1.1 of the Poker Betting Special Terms.
  - 14.12.3 In respect of any other bets, including casino and poker (other than poker side games) placing the bonus as a bet twenty five times.
- 14.13 The terms for a particular bonus offer may be set in different languages however all versions should reflect the same principles. In the event of any conflict between the different language versions, the English version shall prevail.
- 14.14 Any interrupted or aborted game will result in any bets placed on such game being cancelled. Bets which are cancelled or refunded will not count towards the twenty five bets (Playthrough of bonus) needed to withdraw the bonus.
- 14.15 Deposits via Web-Wallets are not eligible to claim any deposits bonus including welcome offer or any other promotional reward code.
- 14.16 NetBet reserves the right to cancel a bonus offer at any time in case of misuse of the offer.
- 14.17 For Accounts credited with a bonus, a Player's bets will first be placed using the monies they have deposited in their NetBet Account, once such monies from your deposit have been used, bets will then be placed using any bonus amount in your Account.
- 14.18 If a Player attempts to withdraw a bonus amount after depositing monies into their NetBet Account but before having completed the Playthrough requirement, the bonus will not be credited and will be automatically cancelled.
- 14.19 Each Player acknowledges that they may only receive or benefit from offers that apply to their country of residence.
- 14.20 If NetBet credits an amount to a Player's Account as part of a promotion, the Player can only use the money to place bets on the Websites. The Player is not allowed to withdraw the money, unless otherwise specified in the rules of the promotion. NetBet reserves the right to take back such amounts if the Player does not use them to place one or more bets on the Websites during the period specified in the

promotion.

- 14.21 Promotions, cancelled withdrawals and bonuses do not count as deposits.
- 14.22 A Player can only use promotions if their last transaction with our Services was a deposit, unless the terms of such bonus expressly state that no deposit is required.
- 14.23 If a Player starts to withdraw cash from their Account, NetBet reserves the right to block the Player from receiving future promotions or bonuses and cancelling any existing bonus or associated winnings.
- 14.24 NetBet reserves the right to label a Player as a "Bonus Seeker" if NetBet in its absolute discretion considers a Player has abused a promotion offered by NetBet (including but not limited to our partners' promotions), including but not limited to the following instances:
  - 14.24.1 If a Player only uses bonus coupons to play on their Account.
  - 14.24.2 If the bonus coupon amount is more than the total amount deposited by the Player.
  - 14.24.3 If a Player plays with or tries to play with more than one bonus per 24 hour period.
  - 14.24.4 If a Player plays €/\$/£200 or more from a bonus coupon without making any deposits to his Account.
  - 14.24.5 A Player only plays with bonuses, while withdrawing all the minimum deposits made to access to the promotions.
  - 14.24.6 A Player repeatedly uses a promotion.
- 14.25 Once NetBet declares a Player as being a "Bonus Seeker", the Player will no longer benefit from any promotional bonuses and NetBet reserves the right to block and/or cancel their Account and any transactions associated with it.
- 14.26 For an Account balance that has been credited as a result of a NetBet promotion, the Player is aware that only one bonus will be awarded per email address and per credit card or Web Wallet Account.
- 14.27 NetBet will not give a bonus for a referral if the referrer and the referee have the same email address or credit card.
- 14.28 Every Player cannot in one month use bonuses which amount to more than €/\$/£500 and may not use more than 10 bonuses.

## 15. CUSTOMER SERVICE

- 15.1 A Player may contact NetBet customer service by phone on (+44) 203 608 6024 or by live chat for any questions or help. In order to optimize the quality of our services and better protection, telephone calls to our customer service may be recorded and/or monitored by staff.
- 15.2 Our customer service team will be available by phone and live chat at the following times:
  - -Monday to Friday, from 08:00am to 11:00pm (GMT time).
  - -Saturday and Sunday, from 08:00am to 10:00pm (GMT time).

Alternatively, the customer service team can be contacted any time at the following email address: <a href="mailto:support@netbet.com">support@netbet.com</a>.

15.3 NetBet does not tolerate abusive or violent behaviour towards its employees. NetBet considers that if a Player behaves in such a way, it has the right to suspend and/or close the Player's Account and/or take any other appropriate action.

# 16. CUSTOMER COMPLAINTS AND DISPUTES

- 16.1 Any complaint or claims of any nature, including with regard to the Account statements (statements regarding gameplay, transactions or other matters) or Account balance, should be communicated to us as soon as possible by contacting our customer support and no later than 6 months after the issue has occurred.
- 16.2 Any communication to NetBet's customer support in relation to a complaint must contain the following information:
  - 16.2.1 Account ID.
  - 16.2.2 Registered first name and surname.
  - 16.2.3 Explanation of the issue and the complaint/claim.

16.2.4 Specific dates and times associated with the complaint/claim (if applicable).

- 16.3 Failure to submit the communication as outlined above may result in a delay in our ability to identify and respond to your complaint in a timely manner.
- 16.4 In case of conflict between the result posted on the Websites and the result shown in our server, the result posted in our server shall take precedence. You understand and accept that the settlement of any conflict between the Player and NetBet will be determined based on the records kept by NetBet.
- 16.5 NetBet commits to respond to the complainants with the results of the inquiry within one month from the date of the lodgement of the complaint, and will endeavour to provide a prompt resolution of issues at hand.
- 16.6 If for any reason you are not satisfied with how NetBet has resolved your complaint, you may decide to report it to the Malta Gaming Authority:

Address: Building SCM02-03, Level 4, Smart City, Malta, Ricasoli, SCM1001

Telephone Number: +356 25469000

Email: support.mga@mga.org.mt

- 16.7 Alternatively, if you are located in the European Union, you may use the 'Online Dispute Resolution' platform to raise a complaint.
- 16.8 If a Player submits a complaint or claim, NetBet reserves the right at any time, without prior notice and without prejudice to any subsequent proceedings, to close the Player's Account, deny access to all or part of the Services, and in particular to refuse to accept a bet or transaction, or to withdraw promotional offers from NetBet pending the conclusion of any proceedings.

#### 17. TERMS AND CANCELLATION

- 17.1 This Agreement becomes effective immediately after clicking on "I Agree" and remains valid until it is cancelled in accordance to the conditions stated herein.
- 17.2 You can close your Account at any time. If you want to close your Account you can contact Customer Service, or use the "Close Account" tool when you are logged into your account.
- 17.3 Upon closing your Account, subject to any other term, you shall be sent any balance remaining in your Account by a method of payment determined by us. If you have placed any bets in relation to events which have not yet taken place at the time of you closing your Account such bets shall still stand, and if such bets subsequently win, the corresponding sums shall be sent to you once the outcome of the bet is known. If upon Account closure the remaining balance is below the minimum withdrawal amount of €/\$/£10, NetBet reserves the right to charge you for any transfer fees.
- 17.4 The closure of your Account and the cancellation of this Agreement only becomes effective after you have received a written notification from NetBet confirming the cancellation. Once this Agreement is terminated you will no longer be authorised to use the Services.
- 17.5 NetBet recommends that the Player prints all transaction data from the Websites in order to avoid future disputes.
- 17.6 If a Player does not access their Account by "logging in" to their Account for a period of 12 calendar months, their Account shall be deemed as "inactive".
- 17.7 At the discretion of NetBet, an inactive Account may forfeit any loyalty points accrued. NetBet is not obliged to give any further justification for this action or notification to the Player prior to the Account being made inactive. Unused loyalty points expire after 36 months from the date such loyalty points are acquired.
- 17.8 NetBet shall be entitled to charge an administrative fee of €5, or the equivalent amount in other currencies, to be charged at the end of every calendar month that the Player's Account remains inactive for and may be deducted from the Player's Account balance. The monthly charge will be deducted every month the Account stays inactive, until the balance is zero, after which no further charges will apply. The Account balance will never be negative. Once a Player's Account is deemed inactive, all bonus balances available in that Player's Account shall be lost and the same amount may immediately be deducted from their Player Account balance; the bonus balances will no longer be available if the Player's Account is reactivated. The administrative fee will no longer be charged if the Player's Account is reactivated prior to any monthly fee being deducted.
- 17.9 Notwithstanding Clause 17.6, if a Player does not access their Account by "logging in" to their Account for a total period of 30 calendar months, the account will be permanently closed. Any remaining balance on the Account shall be remitted to the Player, or if the Player cannot be satisfactorily located, to the Malta Gaming Authority, provided that no claim shall lie against NetBet after it has remitted the balance to the Malta Gaming Authority.

- 17.10 Without restricting our ability to rely on other remedies that may be available to NetBet, NetBet reserves the right to close or suspend your Account and/or void any associated bets and/or withhold any amounts in your Account at its absolute discretion if we have reason to believe any of the following, that:
  - 17.10.1 You have more than one Account at NetBet.
  - 17.10.2 You provided incorrect personal details while registering a NetBet Account, or you provide personal details belonging to another person.
  - 17.10.3 You are not of legal age for gambling..
  - 17.10.4 You have allowed another person to use your Account or you have otherwise misused your Account.
  - 17.10.5 You have played in tandem with other Players as part of a club, group, etc., or placed bets in a coordinated manner with other Players involving the same selections.
  - 17.10.6 NetBet receives a "charge back" and/or a "return" notification via a deposit mechanism used on your Account.
  - 17.10.7 You are found colluding, cheating, money laundering or undertaking any kind of fraudulent activity.
  - 17.10.8 It is determined that you have employed or made use of a system (including machines, computers, software or other automated systems such as bots etc.) designed specifically to defeat the gaming system on the Services, or have employed betting techniques with the aim of circumventing the standard house edge in the games on the Services.
  - 17.10.9 You are acting other than on your own behalf or otherwise in concert with others or engaging in illegal or fraudulent activity while interacting with the Services.
  - 17.10.10 You have breached any of these Terms and Conditions.
  - 17.10.11 You are acting in a manner that is detrimental to the conduct of our business.
  - 17.10.12 It is illegal for you to interact with the Services in any way.
  - 17.10.13 We are unable to verify your registered address or contact telephone number.
  - 17.10.14 There has been an abuse of a promotion; bonuses or any other offers promoted by us
  - 17.10.15 NetBet is required to do so by law.
  - 17.10.16 There is an ongoing dispute between NetBet and the Player.
- 17.11 Immediately following the cancellation of this Agreement by either party, NetBet will return the amount in your Account, after the deduction of any amount owed to NetBet and subject to any withdrawal fee as set out at Clause 13.1 if applicable.
- 17.12 For more information about procedures for recovering funds held in closed, blocked and excluded Accounts, please contact our customer service team.
- 17.13 All information collected during the registration process is kept even after an Account is closed. This information is kept for regulatory purposes, the prevention of fraud and money laundering. NetBet reserves the right to cooperate fully with law enforcement and justice and any other official authority for any investigation of illegal activity on the Websites.
- 17.14 Upon termination of your account, you agree and acknowledge that your rights to use the Website or the Services shall immediately terminate.
- 17.15 Your sole remedy in the event of termination of your Account by us for any reason related to clauses 17.10.1 to 17.10.16 shall be the re-imbursement of any undisputed Account balance you may then have and we shall have no further liability to you whatsoever.

# 18. MODIFICATION OF TERMS AND CONDITIONS

- 18.1 NetBet reserves the right to amend, modify and update these Terms, the Special Terms, Rules and Privacy Policy at any time. NetBet also reserves the right to modify either partially or completely the terms of any promotion. In the event the Terms and Conditions change, a notification prior to such a change will be issued to the Player. On issuing such a notification the Player will have to accept the new Terms and Conditions before being able to access our Services again.
- 18.2 It is your responsibility to accept: the updated version of the Terms and Conditions published on our Websites, the game rules and the Privacy Policy, before being able to play on our Services.

18.3 The version posted on NetBet's Website(s) is the effective version, and the one which users should use as reference. Notice of modification will be given to all Players. NetBet recommends that you visit the Terms and Conditions, Rules, and Privacy Policy regularly, or whenever you receive a notice of modification. Any changes to the Terms and Conditions will be communicated in writing to and accepted by the Player before such Terms and Conditions are implemented.

#### 19. INDEMNITY/SET OFF

- 19.1 By accepting the terms of this Agreement, you agree to indemnify us, to defend us and to exonerate each NetBet Group company and their Representatives on demand in respect of any claim, damage, loss (whether direct or indirect), loss of reputation, loss of profits, cost or expense suffered by a NetBet Group company or their Representatives, including but not limited to all legal fees, in relation to:
  - 19.1.1 Any breach by you of these Terms and Conditions, Rules, rights of a third party or any law or regulation.
  - 19.1.2 Any use of the Services (by you or another person) with your Login and Password, be it with your knowledge or without it, as well as any acceptance of profit on your part.
  - 19.1.3 Any action/legal proceedings, claims, demands, or complaints made by a third party against any NetBet Group company resulting from any breach by you of: these Terms and Conditions; any relevant laws or rights of third parties.
  - 19.1.4 Your fraud, dishonesty or criminal act.
- 19.2 Without limiting any other rights or remedies available to us, we may at any time set off any positive balance in your Account (and if you have created another Account in breach of this Agreement, such other Account) against any amount owed to us by you. You agree that any Account balance may be used to finance any costs incurred as a result of your fraudulent activity, such as chargebacks on associated Accounts or the reimbursement of funds back to the customer(s) who were colluded against.

#### 20. INTELLECTUAL PROPERTY RIGHTS

- 20.1 All rights, trademarks, patents and other intellectual property rights on any material or content (including but not limited to, software, data, applications, information, text, photographs, music, sounds, videos, graphics, logos, symbols, artwork and other material or moving images) contained on the Websites ("Content") belong to NetBet or have been granted for our benefit by the owners of the rights as part of the Service. No use of such Content and intellectual property rights relating thereto without the prior written consent and express consent of the owner is permitted. All rights are reserved.
- 20.2 In particular, as regards the Content (in whole or in part) the Player is forbidden, to engage in prohibited activities listed below (collectively, "Prohibited Acts"):
  - 20.2.1 The sale, transfer, lease or subcontract of Content.
  - 20.2.2To change, edit, modify, adapt or restructure the Content in any way.
  - 20.2.3 To copy, distribute, perform or attempt to access the source code of the Content for any purpose.
  - 20.2.4 To use the Websites for any unlawful or illegal purposes or that in any way in breach of these Terms and Conditions.
- 20.3 If the Player commits a Prohibited Act, the Player will be held entirely responsible for all damages, costs and expenses arising therefrom.
- 20.4 The Player may copy the Content in an unaltered form for private use on their own personal computer, mobile phone or other access device, if and to the extent that such a copy is required for appropriate use of NetBet Services.
- 20.5 The Player shall inform NetBet immediately if they are aware of any unauthorised use or copying of any Content or any part of the Websites or any unauthorised access to any site or other unauthorised activities, including but not limited to, any Prohibited Act related to the Services by any person or entity. The Player agrees to provide NetBet with all the assistance necessary for any search NetBet carries out in accordance with information that the Player provides to NetBet. The Player grants NetBet perpetual, irrevocable, free, worldwide permission to reproduce, transfer, modify, adapt and/or edit any Content provided by the Player to NetBet, by email or otherwise, on the Websites, however seems appropriate to NetBet, without informing the Player, unless otherwise stated to the Player.

# 21. PROMOTIONAL ACTIVITIES

21.1 By accepting prizes and/or winnings on the Websites, you irrevocably provide consent for the use of your username or your first name plus the initial of your last name for advertising and/or promotional purposes without any additional compensation. We may also contact you to ask permission to use additional personal details pertaining to yourself for advertising and/or promotional purposes.

# 22. RESPONSIBLE GAMING

- 22.1 NetBet is committed to providing a safe and responsible platform where Players can use the Services. NetBet is fully committed to help Players who show potential signs of problem gambling behaviour, or help customers that may be at risk of potentially becoming addicted in order to help face their problems and obtain the necessary advice and assistance that may be required.
- 22.2 The Player is provided with a range of self-protection tools available, including the right to set financial limits, the right to set limits on session times, the right to self-exclude for a definite period of time or permanently, and a cool down period of 7 days, starting from and applicable after NetBet has received notice from the Player.
- 22.3 The Player may request to be excluded from NetBet Services at any time after registration and to block their Account temporarily or permanently.
- 22.4 If you wish to restrict your gambling, you can do so by following our Cooling Down and Self-Exclusion procedures in the Help Centre section of the Website, on the Bets and Dependencies page.
- 22.5 Alternatively these facilities are available by contacting our Customer Support team. On completion of this process and upon your confirmation, we will close your Account and return any outstanding balance to you. Any outstanding bets that have already been placed shall be voided and your stakes will be returned.
- 22.6 Once the request is processed and the Account is blocked no further bets will be accepted and the Account will be frozen. The Player will not receive any more advertising from NetBet. When a Player contacts NetBet to apply for temporary self-exclusion, NetBet will ask the Player to choose between collecting the positive balance in their bank account/credit card (depending on the payment method used as a guarantee) or to leave it with NetBet during the period of exclusion.
- 22.7 You can self-exclude for a period of a minimum of six months and a maximum of 5 years or permanently self-exclude. If you elect to self-exclude, you may not open or utilise your Account during the period of self-exclusion. During the exclusion period all efforts will be made to exclude you from using the Services. However you must not attempt to use the Services with us, and we cannot be responsible or liable for any subsequent consequences or losses (howsoever caused) that you may suffer or incur if you continue to use the Services, including through additional Accounts where you have altered any of your registration details or you provide misleading, inaccurate or incomplete details or otherwise seek to circumvent the self-exclusion.
- 22.8 At the end of the self-exclusion period, you may reactivate your Account by contacting our customer support team on +44 203 608 6024. We will not re-open any self-excluded Account until the expiry of the exclusion period, when you may contact us to re-open your Account.
- 22.9 If NetBet concludes that the Player has a gambling addiction problem and that any further use of the NetBet services could prove to be detrimental to the Player's health and/or wellbeing then NetBet reserves the right at its discretion, to block or close the Player's Account and return any positive balances.
- 22.10 NetBet reserves the right to limit the amount of bets which can be made by a Player in order to protect Players and prevent gambling addictions.

# 23. EXCLUSION OF WARRANTY

- 23.1 You acknowledge that you have chosen to use the Services willingly and at your own risk and discretion.
- 23.2 NetBet offers the Services 'as is', with no warranties, assurance, commitments or any declaration explicit or implied, legal or other.
- 23.3 NetBet hereby excludes all terms, conditions, and warranties explicit or implied, including but not limited to implied warranties, commercial conditions, and/or matters of satisfactory quality, ability and adaptability to a specific end, completion or precision of service and of the application with regards to the failure to respect governing rules and laws.
- 23.4 It remains your responsibility to protect your system from all computer viruses and NetBet, under any circumstances, shall not be held responsible for any losses incurred in relation to any viruses. In case of viruses in our systems, we reserve the right to suspend the Services.
- 23.5 We do not guarantee that:
  - 23.5.1 The Services are entirely secure and exempt from error
  - 23.5.2 The Services are updated regularly.
  - 23.5.3 Any defects in the Services are regularly corrected.
  - 23.5.4 That access to the Services will be uninterrupted.
  - 23.5.5 The Services are virus or bug free.

- 23.5.6 The Services will be continually operational.
- 23.5.7 That the Services are adequate.
- 23.5.8 That the material on the Websites or obtained via the Websites, including results of matches, is adequate and reliable.
- 23.6 NetBet will not be held responsible for any act or omission by an internet service provider or of any other third party, including those with whom you may have contracted in order to have access to the Services. In case of litigation between the internet service provider and yourself, NetBet cannot be a party to the suit, and such suit shall in no way affect the Player's obligations under this contract.
- 23.7 In the event of errors relating to the generation or communication of any result, bet settlement or other element of the Services, including the random number generators used in certain games on the Services, we will not be liable to you as a result of any such errors and NetBet reserves the right to void all bets on the games affected and your bet will be returned.
- 23.8 Nothing in these Terms and Conditions will exclude or restrict NetBet's responsibility in any manner which is prohibited by relevant laws

## 24. LIMITATION OF LIABILITY

- 24.1 Nothing in these Terms and Conditions is intended to:
  - 24.1.1 Exclude or limit our liability for fraud or for death or personal injury resulting from our negligence.
  - 24.1.2 Limit your statutory rights (statutory rights include, for example, that we will provide our Services to a reasonable standard and within a reasonable time).
- 24.2 Except under Clause 24.1 above and save in respect of any winnings lawfully due to you in accordance with these Terms and Conditions, our maximum liability to you in relation to any one incident or series of related incidents is limited to the greater of:
  - 24.2.1 Where such liability relates to a specific bet, the value of such bet paid by you.
  - 24.2.2 Where such liability relates to the misapplication of funds in your Account, the amount that has been lost or misplaced.
  - 24.2.3 Five hundred Euros/Dollars/Pounds (€/\$/£500).
- 24.3 Subject always to Clauses 24.1 and 24.2, we will not be liable for any loss to you or a third party, that could not have been reasonably expected at the time you register or at the time you enter into a transaction for Services, such as any loss of income, business or profits or any information which is lost or corrupted, including but not limited to any damage or loss suffered or incurred by you as a result of:
  - 24.3.1 Any use of our Services in breach of these Terms and Conditions (including any use of our Services for commercial or business purposes).
  - 24.3.2 Failures caused by the equipment you use to access our Services, Websites, call centre or mobile applications or failures in any network (including failures by your internet service provider).
  - 24.3.3 Any incomplete, illegible, lost or delayed transactions (including as a result of technical failure).
  - 24.3.4 Damage to your equipment (e.g. desktop, laptop, TV, mobile, smartphone, tablet, games console or other internet-enabled device) or for any loss or corruption of data that results from your use of our Websites, Services or mobile applications (and we cannot and do not guarantee that any files that you download are free from viruses, contamination or destructive features).
  - 24.3.5 The accuracy, completeness or currency of any information services provided by us or third parties (including but not limited to prices, runners, times, results, live scores or general statistics).
  - 24.3.6 Any loss whatsoever arising from your abuse or misuse of your Account or our Services.
  - 24.3.7 Any failure on our part to interact with you where we may have concerns about your activities.
  - 24.3.8 Any event outside our control or instances of force majeure.
  - 24.3.9 Our closure or suspension of your Account in accordance with these Terms and Conditions.
  - 24.3.10 Your use or a third party's use of the Services the Content or any link on the Websites.
  - 24.3.11 Any modification, suspension or interruption of Services.

24.3.12 Any improper functioning of the Services.

24.4 In the event that any malfunction results in profit, whether it is collected or credited to your Account, NetBet reserves the right to claim all gains that you may have benefited from, as a result of one of those malfunctions, and you would be obliged to immediately reimburse NetBet the amount collected and inform NetBet of the malfunction. NetBet reserves the right, at its sole discretion, to directly deduct an amount equal to that which you may have received in error from your Account.

24.5 You acknowledge that in relation to the use of the Services that you will have no claims whatsoever against any Representatives of any NetBet Group company.

# 25. DISASTER RECOVERY

25.1 Although NetBet expects the Websites to always function in a manner that conforms to existing licences, NetBet reserves the right to transfer the running of the Websites to another territory at any time, including to emergency servers in case of disaster. In such a case one or more of the NetBet Group companies, located in other territories, may act as an agent or may provide services to NetBet in order to ensure than the Websites remain available for Players and is subject to the points in these Terms and Conditions and conforms to all licences.

#### 26. COOKIES

26.1 By using NetBet, you agree that we may install cookies on your computer; we use cookies mainly to identify and provide suitable customer service options to you. Customer service is a major priority for NetBet and to build an accurate image of user preferences, NetBet personalises its web services depending on each Player's interests.

26.2 NetBet may collect information about your computer including, where available, your IP address, operating system and browser type.

# 27. TRANSFER AND ASSIGNMENT

27.1 On occasion, we may require the ability to transfer, assign or sub-licence this Agreement to a third party, for example (but without limitation) in the case of a merger or acquisition. You hereby consent, and we reserve the right to, transfer, assign or sub-licence this Agreement, in whole or in part, to any person without requiring any additional consent and without notice, provided that any such assignment will be on the same terms or terms that are no less advantageous to you.

27.2 You may not assign, sub-licence or otherwise transfer in any manner whatsoever any of your rights or obligations under this Agreement without our prior written consent.

# 28. FINANCIAL INSTITUTION

- 28.1 NetBet is not a financial institution. Any deposits made into your account are not due any interest payments on the deposit(s) whatsoever.
- 28.2 NetBet does not provide advice regarding tax and/or legal matters. Customers who wish to obtain advice regarding tax and legal matters are advised to contact appropriate advisors. You cannot use NetBet and the Services to facilitate arbitrage through Currency Exchange transactions. Where NetBet deems that you have used the Services for financial gain through arbitrage, any gains will be forfeited and deducted from your balance without warning or notification.
- 28.3 Customers are strictly prohibited from using NetBet to facilitate any type of illegal money transfer. You must not use the Websites for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under the laws of any jurisdiction that applies to you. If we suspect that you may be engaging in, or have engaged in fraudulent, unlawful or improper activity, including, money laundering activities or any conduct which violates these Terms and Conditions, your access to NetBet will be terminated immediately and your account will be blocked, and NetBet will be under no obligation to refund to you any money that may be in your account. In addition NetBet shall be entitled to inform the relevant authorities, other online service providers, banks, credit card companies, electronic payment providers or other financial institution of your identity and of any suspected unlawful, fraudulent or improper activity. You will cooperate fully with any NetBet investigation into such activity.

## 29. GENERAL

- 29.1 Failure of NetBet to exercise their rights under these Terms and Conditions does not constitute a general waiver of those rights.
- 29.2 If any part of this Agreement is deemed invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that reflects as closely as possible the intent of the original provision and the remainder of this Agreement will continue to full effect.
- 29.3 This Agreement and any documents referred to herein represent the entire agreement between NetBet and you and supersede any

prior agreement, understanding or arrangement, whether oral or in writing. We each acknowledge that we have not relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us except as expressly stated in this Agreement.

# APPENDIX A: SPORTS BETTING SPECIAL TERMS

Capitalised terms not defined in these Special Terms shall have the same meaning as defined in the Terms.

#### 1. RULES OF BETS

# 1.1 Placing a Bet

- 1.1.1 All bets placed are between two parties: NetBet and the Player. Each bet is considered valid as soon as the Player confirms their bet on the Websites and as soon as the confirmed stake appears in the Player's Account. Once the bet is confirmed, the Player cannot cancel or change it.
- 1.1.2 NetBet reserves the right to refuse to accept bets without giving notice, justification or compensation.
- 1.1.3 NetBet will not be responsible for clerical errors of typing, transmission or odds.
- 1.1.4 NetBet reserves the right to correct later or void any bets, where there are obvious errors regarding odds or results or if there are unforeseen events or changes in events.
- 1.1.5 The Player agrees, when placing a bet that:
  - 1.1.5.1 The bet is not affected by an event in which the Player is actively involved in any capacity whatsoever. In such cases, NetBet reserves the right to void the bet(s) concerned.
  - 1.1.5.2 In cases where information on the likely outcome of a competition might be announced during the period that the bet is being confirmed, NetBet have the right to cancel the bet concerned. For individual bets, this means that NetBet will refund the stake to the Player's Account. For multiple bets, the bets will not be cancelled, but the odds will be calculated without taking into Account the odds of the bet which was declared void. The odds will be set at 1.00.
  - 1.1.5.3 NetBet has the right to void a bet which is made on an event in which the results had been fixed or predetermined.
  - 1.1.5.4 NetBet indicates the time and the time limit after which it is no longer possible to place a bet, regardless of the real start time of the event. NetBet enforces the rule that the winner of a specific competition is the person or team declared the winner at midnight on the day that the event ends. Any change of results or classification arising after this time limit, for example due to a disciplinary measure, has no impact on the outcome of the competition stated earlier.
  - 1.1.5.5 With the exception of bets placed on cricket, tennis and baseball matches, if an event (game or competition) is cancelled, postponed or pushed back to a later date, all bets already placed are still valid if the event takes place within 48 hours of its original commencement time. Otherwise, bets will be considered void. However, bets connected to results that have already been announced at the time of the suspension (for example: the result at half time) will be paid as usual.
  - 1.1.5.6 For all cancelled or postponed baseball games, all bets that have already been placed, remain valid if the event takes place within 12 hours of the original scheduled start time; all other bets will be cancelled.
  - 1.1.5.7 If competitions are presented incorrectly (for example: confusion between the home team/away team or an opponent who is not playing against the team shown), the relevant bets will be void.
  - 1.1.5.8 If at least two competitors are declared winners (tie), the odds will be recalculated so that the Player's winnings are divided by the number of tied winners. For example: In a Formula 1 race scenario in which Lewis Hamilton has odds of 6.00 to win and Fernando Alonso has odds of 3.00 to win. If the two cars cross the finish line at exactly the same time, both are winners. If the Player bets  $\frac{6}{5}$  on a Hamilton victory, the winnings will be calculated as follows:  $5 \times ((6-1) / 2) + 1) = \frac{6}{5}$  winnings. If the Player bets  $\frac{6}{5}$  on an Alonso victory, their winnings will be calculated as follows:  $10 \times ((3-1) / 2) + 1) = \frac{6}{5}$
  - 1.1.5.9 If there are any mistakes/discrepancies with names and numbers of a competitor, NetBet will take the name of the competitor accounted for, for results of bets.
  - 1.1.5.10 For bets placed on a tennis match, if a participant in the match abandons the match, the bet will be void and will be refunded. If it is a system or combination bet, the odds are reset to 1.
  - 1.1.5.11 NetBet's recordings are definitive proof of the validity and limits of all the bets that Players place and the circumstances in which they were made.

1.1.6 Although every effort is made to ensure that information displayed on the Websites with regards to an event is correct, it is to be used as a guide only. In the event of any particular information (score, time of game etc.) being incorrect we assume no liability for this.

## 1.2 Winnings from Sports Bets:

- 1.2.1 Winnings will be automatically paid into the Player's Account as soon as possible after the event is completed and they can be used immediately to place other bets. Bets on Outright/Winner markets will only be settled and paid after all games are played and the league/event is over.
- 1.2.2 NetBet reserves the right to correct any potential calculation errors in the Player's Account balance at any time, including in respect of bets where winnings have been awarded. NetBet will contact the Player with details of corrections made.
- 1.2.3 Maximum winnings from sports betting are exclusive of stake and, unless expressly permitted by the terms of any promotion, are as follows:
  - 1.2.3.1 In a 24 hour period €/\$/£20,000.
  - 1.2.3.2 In one week (Monday at 00:01 until the following Sunday at midnight (CET)) €/\$/£50,000.
- 1.2.4 Maximum winning limits apply to any one customer, or group of customers acting together, who have placed bets containing the same selections, including where placed in a series of bets.
- 1.2.5 A bet will not be taken, if a maximum winning could be reached with it, which guarantees the fairness of NetBet.
- 1.2.6 The minimum stake for pre-live bets is €/\$/£0.07 (or currency equivalent) and €/\$/£0.13 for live bets (or currency equivalent).
- 1.2.7 There is no maximum limit set for bets, however NetBet reserves the right to limit the maximum stake for some bets, without disclosing it on the Websites. If a Player places a bet with a stake that exceeds the limit set by NetBet, the system will accept the bet only up to the limit of the maximum limit and inform the Player.
- 1.2.8 If the Player has placed several identical bets (single bets or combination bets, single or multiple) and the winnings exceed NetBet's limits, NetBet reserves the right to reduce the stakes that the Player has placed on these bets so that the winnings are within NetBet's limits.
- 1.2.9 You understand and agree that you will only be entitled to withdraw the winnings generated from Free Bets after you have completed the Playthrough for all bonuses received.
- 1.2.10 You can only withdraw amounts you have won excluding your Free Bet, which cannot be withdrawn.

# 1.3 Sports Bets Promotions

- 1.3.1 A Player cannot use Free Bets to bet on combination bets unless a first deposit has first been made.
- 1.3.2 To withdraw winnings generated by using a bonus amount, the bonus (or other promotions) must be bet a certain number of times on one or more bets on different matches, in order to meet the playthrough requirements. The requirement will vary based on each single promotion. More information can be found in the Bonus section of our website.
- 1.3.3 Some promotions are restricted to customers who have received an email, SMS or push notification inviting them to participate. Those players that have not been contacted will not be eligible to take part.

# 2. USE OF ACCOUNT BY THE PLAYER

- 2.1 Bets are only valid if they are accepted by the NetBet servers. Until the bet is accepted by the NetBet server, all information regarding a bet or game simply represents an invitation to play and/or bet.
- 2.2 To place a bet, the Player must have sufficient funds in the Player's Account.
- 2.3 Only bets placed from the Player's Account will be accepted and all the winnings that the Player has obtained from the Services will be credited to the Player's Account. Subject to this, the Player can make deposits or withdrawals on the page "My Account".
- 2.4 NetBet reserves the right to cancel or limit any bet, at the sole discretion of NetBet, for any reason whatsoever. If a bet is considered or declared to be invalid by NetBet, the amounts deducted from the Player's Account for this bet will be credited to the Player's Account.

# APPENDIX B: CASINO SPECIAL TERMS

Capitalised terms not defined in these Special Terms shall have the same meaning as defined in the Terms.

## 1. INTRODUCTION

1.1 For more information about the contribution percentage (the percentage that a certain game contributes to the overall Playthrough requirement) of all our games, please consult the <u>Casino FAQ</u> section in the Help Centre.

#### 2. BONUS

- 2.1 Players who have an active bonus in their Account are not entitled to take part in Multiplayer Roulette.
- 2.2 If a Player registers a deposit in order to receive a bonus and/or to use a reward code and the deposit is then withdrawn all pending/queue bonuses will be cancelled.
- 2.3 Only real money wagers are accepted on NetBet Live Casino. Therefore, no bonuses can be claimed on NetBet Live Casino.

## 3. IGT MEGAJACKPOTS

3.1 Players of MegaJackpots games can click here to find dedicated Terms and Conditions.

# APPENDIX C: POKER SPECIAL TERMS

Capitalised terms not defined in these Special Terms shall have the same meaning as defined in the Terms.

# 1. INTRODUCTION

- 1.1 NetBet uses the Websites to enable Players to make bets between themselves in relation to poker games which they are playing. By means of this service we receive:
  - a. A commission (known under the name of 'rake') that is calculated in conformity with our internal rules and regulations, see <a href="here">here</a> for details.
  - b. A percentage of amounts of 'buy-in' for the tournaments.

# 2. YOUR DECLARATIONS AND RESPONSIBILITIES

- 2.1 Each Player caught using or attempting to use our online poker service in a collusive manner, either on his own or with several Players will be permanently banned from having access to the service and/or software our offered by any NetBet Group company. The Account of any Player suspected of collusion will immediately be cancelled and NetBet reserves the right to not refund the amount credited to those Accounts.
- 2.2 NetBet reserves the right, at its discretion, to take legal action against Players involved in acts of collusion relating to the use of our online poker service. NetBet, has developed and used sophisticated technology designed for research and the identification of users behaving in a collusive way. All measures regarding one or several Players suspected of collusion, cheating or any other form of fraud will be solely at the discretion of NetBet.

# 3. CHIP-DUMPING

- 3.1 'Chip-Dumping' occurs when a Player deliberately loses his hand with the purpose of transferring his chips to another Player participating at the same table.
- 3.2 Any Player practising 'Chip-Dumping' will be permanently banned from any use of the services of any NetBet Group company.

- 3.3 The Account of a Player involved in, suspected of, having attempted Chip-Dumping while using our online poker games, will immediately be cancelled and NetBet reserves the right to not refund the amount credited to those Accounts.
- 3.4 NetBet also reserves the right, at its discretion, to take legal action against Players who have taken part in or suspected of taking part in acts of Chip-Dumping.
- 3.5 All measures regarding one or several Players suspected of Chip- Dumping, cheating or any other form of fraud will be solely at the discretion of NetBet.

## 4. TABLE BLOCKING/HOGGING

- 4.1 In order to guarantee the optimum gaming conditions at NetBet tables, any Player who intentionally refuses to play against any particular Player ("Table Blocking") and/or intentionally play against weaker Players ("Hogging") will face disciplinary measures, which may include suspension or closure of an Account.
- 4.2 All measures taken against one or more Players suspected of Table Blocking and/or Hogging, cheating or any other forms of fraud, will solely be at NetBet's discretion.

## 5. NETPOINTS

- 5.1 NetPoints are attributed as part of the NetBet loyalty programme.
- 5.2 NetPoints are collected by playing on the NetBet real money tables, either tournaments, Sit & Go or cash game tables.
- 5.3 NetPoints can be used in promotions, NetBet online store and to register to certain tournaments.
- 5.4 NetPoints shall remain valid provided that the Player's Account has not become inactive. For the purpose of this Section, an "inactive" Account means any Player's Account where the Player has not logged into and has played with the poker services at least once over the last twelve month period. Any Player who's Account has become inactive shall automatically forfeit all his NetPoints and irrevocably authorizes NetBet to delete such NetPoints from his Account.

## 6. BONUS - POKER

6.1 NetBet offers many free bonuses, such as fidelity bonuses, Account reactivation bonuses and more which allow you to play without making a deposit beforehand. You can only withdraw the winnings generated from these poker bonuses after you have made a minimum deposit of €/\$/£20.

# 7. BONUS - SIDE GAMES

- 7.1 Unless explicitly stated otherwise in the terms specific to the promotion, the following conditions will apply by default to the "Side Games" bonuses:
  - 7.1.1 The Playthrough requirement for "Side Games" bonuses is that the bonus amount must be staked 50 times before a Player can make a withdrawal request.
  - 7.1.2 The contribution percentages vary according to the category of casino game played: 10% for table games and video poker, and 100% for all other games.
  - 7.1.3 Side Games bonuses are valid for 30 days from their date of issue unless explicitly stated otherwise. At the end of this period, all unused bonuses, or bonuses where the Playthrough has not been completed, as well as any resulting pending winnings will be automatically deducted from the Player's Account balance.
  - 7.1.4 If the Player makes a withdrawal request while a Side Games bonus is active, this bonus, along with any pending winnings will be cancelled and withdrawn from the bonus balance.
- 7.2 Please note that real money accumulated in your Account is available for poker as well as for the 'side games' offered by our service. The 'side games' bonus is only usable for the casino 'side games' and can only be used in the game when the money accumulated in your Account has completely run out.

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