



## ACCOUNT AND BETTING PLATFORM - TERMS OF USE

### 1. DEFINITIONS

1.1 In these Terms of Use, the following meanings apply unless a contrary intention appears:

- (a) 'Access Details' means the unique username and password that are assigned to you when you open an Account with us.
- (b) 'Account' means a betting account validly opened by the Client with NEDS for the purposes of placing Bets on sporting, racing and entertainment events and other contingencies offered by NEDS from time to time.
- (c) 'Agreement' means the legally binding contract between you and us on the Terms and Conditions.
- (d) 'Bet' means any bet, wager or stake (including multiple leg Bets/multi-Bets) placed by a Client with NEDS in regard to any contingency or Betting event offered by NEDS in consideration for being paid out the agreed dividend or winnings by NEDS if the contingency or Betting event eventuates.
- (e) 'Betting Platforms' means the NEDS bookmaker and betting software hosted on the Website or accessible via the Android/Apple smartphone application downloaded from the Website, or from any other authorised download location.
- (e) 'Client', 'Customer' or 'You' means you, being a person who is 18 years or older who has validly opened an Account in accordance with these Terms of Use.
- (f) 'Device' means any hardware by which you access, use or otherwise interact with your Account or our Betting Platforms, including mobile phones, smart phones, telephones, tablet computers, laptop computers and desktop computers.
- (g) 'Jurisdiction' means the jurisdiction in which you are domiciled or from which you access our Platform.
- (h) 'NEDS', 'we', 'us', or 'our' means GVC Australia Pty Ltd ABN 25 151 956 768 trading as NEDS AU and where applicable, includes NEDS employees and agents, NEDS' successors and assigns and NEDS' Related Bodies Corporate.
- (i) 'Related Body Corporate' has the same meaning that it has in the Corporations Act 2001 (Cth).
- (j) 'Self-Excluded Customer' means a Customer who has submitted a formal request to NEDS to be temporarily or permanently excluded from opening or accessing an Account and who has received formal notification from NEDS that their request to be excluded has been processed by NEDS, in accordance with the Self Exclusion Process contained in NEDS' Responsible Gambling Policy.
- (k) 'Telephone' means a voice activated telephone call made to an Operator for the purpose of placing a Bet, and includes Call Me function where a request is made by the Client via the Betting Platform to have a NEDS representative call the Client for the purpose of processing a Bet.



- (l) 'Terms and Conditions' includes these Account and Betting Platform Terms of Use, and the other documents listed in clause 3.3, as amended from time to time.
- (m) 'Website' means the websites located at [www.neds.com.au](http://www.neds.com.au) , [www.m.neds.com.au](http://www.m.neds.com.au) and any subpages contained therein and corresponding applications.

## **2. INTERPRETATION**

### **2.1 In the Terms and Conditions:**

- (a) headings are for convenience only and do not affect interpretation;
- (b) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (d) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) references to any legislation or to any section or provision of any legislation includes reference to that legislation as amended, re-enacted or replaced;
- (f) "includes" in any form is not a word of limitation; and
- (g) a reference to "\$" or "dollar" is to Australian currency. You acknowledge that all Account transactions will be in Australian dollars only, unless otherwise agreed by NEDS in writing.

## **3. INTRODUCTION**

### **3.1 You acknowledge and agree to be bound by the Terms and Conditions (as amended from time to time) each and every time you:**

- (a) access or use any section of our Website;
- (b) apply to open or open an Account with us;
- (c) access or use any of our Betting Platforms; and/or
- (d) place a Bet.

### **3.2 Please read the Terms and Conditions carefully. The Terms and Conditions constitute your Agreement with us. We reserve the right to change the Terms and Conditions .Any changes to the Terms and Conditions will be posted on the Website and will take effect from the date of such posting. Your continued use of the Website, your Account and/or our Betting Platform after such amendments to the Terms and Conditions are posted will be deemed acceptance by you of the changes that have been made. It is your responsibility to ensure that you make yourself aware of and understand any amendments to the Terms and Conditions.**

### **3.3 The Terms and Conditions include:**



- (a) these Account and Betting Platform Terms of Use;
- (b) our Betting Rules;
- (c) our Responsible Gambling Policy;
- (d) our General Promotional Terms and Conditions;
- (e) our NEDS Card Terms and Conditions;
- (f) our Cash In Terms and Conditions;
- (g) our Website Terms of Use;
- (h) our Privacy Policy; and
- (i) our Refund Policy.

3.4 If you do not accept the Terms and Conditions at any time, please do not access or use any section of our Website, apply to open or open an Account with us, use any of our Betting Platforms or place a Bet.

3.5 In the event of any conflict or inconsistency between any of the Terms and Conditions, the order of precedence will be as set out in clause 3.3.

3.6 You acknowledge that there is a risk of losing money when gambling through our Betting Platforms and you accept full responsibility for any such loss. Your use of our Betting Platforms and your Account are at your sole option, discretion and risk.

3.7 We are licensed and regulated by the Northern Territory Racing Commission. All Bets made with us are considered to be placed and received by NEDS in the Northern Territory and are processed by us on our servers in the Northern Territory, in accordance with our licence.

#### **4. OPENING AND USE OF AN ACCOUNT**

##### **4.1 Identification and Verification of Account Holders**

4.1.1 You acknowledge that the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (the "AML Act"), requires NEDS to verify your identity when you open an Account with NEDS.

4.1.2 You acknowledge that your Account will be blocked for withdrawals and that you cannot close your Account until your identity has been verified online or by completing and submitting the additional 'Know Your Customer (KYC) Identification Form' and supporting documentation to NEDS.

4.1.3 You agree that your Account will be frozen if your identity has not been verified online (via the electronic identification service on the Website) or the 'Know Your Customer (KYC) Identification Form' and supporting documentation are not received by us within 14 days from the day on which your Account was opened.

4.1.4 You acknowledge that your Account will only be unfrozen within a reasonable period of time after NEDS has been able to verify your identification. This may require further identification documentation or certified identification documentation.



4.1.5 Where NEDS is required to do so in accordance with its obligations under the KYC obligations under the AML Act, NEDS may:

- (a) request further information from you;
- (b) suspend your Account at any time, without prior notice to you; or
- (c) close your Account permanently, without prior notice to you.

4.1.6 You agree that in order to assist NEDS to make this assessment, NEDS may disclose your personal information to third parties, such as, but not limited to, regulatory bodies and law enforcement agencies, both in Australia and overseas, including third party online identity verification used by NEDS to verify your identity.

4.1.7 You agree that where NEDS elects to immediately suspend or close your Account, based on its assessment of your risk to NEDS' bookmaker business, NEDS will give you 30 days in which you can request that NEDS reverse its decision. Your request must be made in writing to

NEDS Regulatory & Responsible Gambling Officer, PO Box 3321, Newstead QLD 4006,

and must be accompanied by relevant supporting documentation.

4.1.8 You agree that the personal details that you provide in order to open an Account are true and correct and that they are your own personal details (and not details of another person). You agree to notify NEDS in writing, as soon as practical, if your address or other contact details change.

## **4.2 Authorised and Prohibited Use of your Account**

4.2.1 You acknowledge and agree that you are only authorised to have one (1) Account, unless otherwise agreed in writing by an authorised representative of NEDS.

4.2.2 You agree that as the named holder of the Account, you are the only person permitted to access and use your Account.

4.2.3 You are strictly prohibited from opening more than one Account, accessing more than one Account or placing Bets through more than one Account (being either an Account in your own name, using an alias or using a third party operating an Account under your direction or control (referred to herein as 'Linked Accounts'). If NEDS reasonably suspects that you are in breach of this Clause 4.2.3, then in addition to any other rights or remedies NEDS may have, NEDS may immediately suspend your Account and all suspected Linked Accounts, and freeze any funds in your Account and all suspected Linked Accounts, pending further investigation and enforcement action by NEDS.

4.2.4 If you have inadvertently opened more than one Account without any fraudulent intent or purpose and we have determined that there has been no breach of the Terms and Conditions, then NEDS may in its sole discretion, transfer the balances of all associated Accounts into the first-opened Account and if, after the transfers:

- (a) the first opened Account has a debit balance, then NEDS will be entitled to receive payment from the customer for the debit balance immediately; or
  - (b) there is a credit balance in the first-opened Account, the credit balance will be held in that Account.
- 4.2.5 You are strictly prohibited from:



- (a) opening an Account on behalf of, or at the request of a third party; or
- (b) receiving funds from a third party into your Account for the purpose (express or implied) of placing Bets using those third party funds; or
- (c) placing Bets through your Account under the direction, instructions or control of a third party; or
- (d) placing Bets through your Account while acting in conjunction with, or in collusion with one or more third parties who also hold an Account with NEDS (whether as part of a professional betting syndicate or otherwise); or
- (e) giving access to your Account to a third party to enable that them to place Bets or otherwise transact on your Account.

If NEDS reasonably suspects that you are in breach of this Clause 4.2.5, then in addition to any other rights or remedies NEDS may have, NEDS may suspend your Account, void all Bets placed through your Account, and freeze any funds in your Account pending further investigation and enforcement action by NEDS.

4.2.6 As part of such further investigation activities by NEDS into suspected prohibited conduct described in Clauses 4.2.3 and 4.2.5, or as part of investigations into any other suspected fraudulent activity or any breach of the Terms and Conditions, NEDS may require you to:

- (a) complete and return the 'Know Your Customer (KYC) Identification Form' as part of NEDS enhanced customer due diligence obligations under the AML Act;
- (b) provide certified copies of primary and secondary identification documents;
- (c) complete and swear a Statutory Declaration under oath in regard to the operation of your Account;
- (d) provide NEDS with certified copies of statements of all bank accounts or credit cards used to make deposits into your Account and receive withdrawals from your Account;
- (e) provide any other information reasonably required to verify where any deposit made into your Account originated from; and
- (f) provide any other information reasonably required to identify any third party who has funded or accessed your Account.

4.2.7 Until such time as you provide to NEDS the information requested pursuant to Clause 4.2.6, NEDS reserves the right to:

- (a) suspend access to your Account;
- (b) refuse to accept deposits into your Account;
- (c) refuse to accept Bets; and/or
- (d) refuse to permit withdrawal of funds from your Account.

4.2.8 In the event that you do not provide the information requested by NEDS pursuant to Clause 4.2.6 within the required timeframe, then NEDS may in its absolute discretion:



- (a) void all Bets placed through your Account;
- (b) return any deposits made into your Account to their originating source; and
- (c) permanently close your Account.

4.2.9 If NEDS reasonably believes that you are in breach of Clause 4.2.3 and/or 4.2.5, or that the information obtained by NEDS pursuant to Clause 4.2.6 constitutes evidence of a breach of Clause 4.2.4 and/or 4.2.5, then NEDS may in its absolute discretion:

- (a) void all Bets placed through your Account;
- (b) return any deposits made into your Account to their originating source; and
- (c) permanently close your Account.

For the purpose of this Clause, evidence that NEDS may rely on to form a reasonable belief, includes but is not limited to, technological means to identify and track information regarding the time, date, location and device from which you open, access or place Bets on your Account or a suspected Linked Account.

4.2.10 If NEDS reasonably suspects that a transaction on your Account has occurred by way of an automated, and/or computerised, system, NEDS may, at its absolute discretion:

- (a) void all Bets placed through your Account;
- (b) return any deposits made into your Account to their originating source; and
- (c) permanently close your Account.

4.2.11 If NEDS reasonably suspects that you:

- (a) are a professional gambler or otherwise not using your Account for recreational purposes only;
- (b) are a licensed bookmaker or other competitor of NEDS ('Competitor');
- (c) are a shareholder, director, officer, employee or authorised agent of a Competitor; or
- (d) have engaged in actual or attempted fraud against NEDS; or
- (e) represent a significant or unacceptable commercial risk to NEDS business,

then NEDS may, at its absolute discretion:

- (f) void all Bets placed through your Account;
- (g) return any deposits made into your Account to their originating source; and
- (h) permanently close your Account.

4.2.12 Any use of your Account and/or the Betting Platforms which violates any Federal, State or Local laws in the relevant Jurisdiction is strictly prohibited.

4.2.13 If NEDS reasonably suspects that you have been unlawfully or fraudulently accessing or using your Account, you acknowledge that NEDS may report such activity to one or more government agencies,



including regulatory bodies, law enforcement agencies and/or racing or sporting bodies without your consent and without prior notice to you.

### **4.3 DEPOSITS INTO YOUR ACCOUNT**

- 4.3.1 Subject to the Terms and Conditions, you can make deposits into your Account by Visa, Mastercard, BPAY, POLi, cheque or EFT or an approved cryptocurrency.
- 4.3.2 Your Account is not a separate bank account and is therefore not insured, guaranteed, sponsored or otherwise protected by any government backed deposit or banking insurance system or by any other similar insurance system.
- 4.3.3 Funds deposited to your Account are held by NEDS on trust for NEDS' clients in segregated bank account(s), separate from NEDS' working capital accounts. NEDS ensures that at all times these client trust accounts contain sufficient funds to cover all Account holders' current balances.
- 4.3.4 **Credit Card Deposits**
- 4.3.4.1. You may only make credit card deposits by Internet or telephone using MasterCard or VISA. We reserve the right to cease offering this credit card deposit facility to you at anytime and may require alternate deposit method such as cleared EFT funds transfer.
- 4.3.4.2. The credit card nominated for the deposit of credit card funds to your Account must be in the same name as your Account, unless NEDS otherwise agrees.
- 4.3.4.3. If NEDS agrees that you may use a third party's credit card (meaning a credit card that you are not the nominated holder of) you will be required to supply NEDS with the following:
- (a) A written and signed authority from the nominated card holder authorising the use of their credit card, and acknowledging and accepting these Terms and Conditions and NEDS's Privacy Policy;
  - (b) Photo Identification from the credit card holder, for example Drivers licence or passport; and
  - (c) A copy of the front and back of the third party credit card.
- 4.3.4.4 NEDS will process all credit card transactions in accordance with the Payment Card Industry Data Security Standard and International Standard ISO/IEC 27001:2015 – Information Security Management Standard, in regard to the collection, use, disclosure and storage of your credit card information.
- 4.3.4.5 You may make an unlimited number of credit card account transactions per day, subject to the maximum total deposit limits as referred to in Clause 4.3.8.
- 4.3.4.7 Deposits by credit card may be considered a cash advance by the issuer of your credit card and may attract interest from your issuer accordingly. You should contact your issuer for further information.
- 4.3.4.8 Unless expressly stated in these Terms and Conditions or at the time of receiving a credit card deposit, NEDS will not apply any additional fees for credit card deposits to your Account.
- 4.3.2.9 NEDS may determine whether to accept or reject any credit card transactions from any customer, for example if we reasonably consider that the transaction is or may be fraudulent.



4.3.2.10 NEDS may require you to verify (through any means) that you are the registered card holder prior to processing and allocating credit card deposits into your Account.

#### **4.3.5 No Cash / In Person Deposits**

4.3.5.1 NEDS cannot accept cash deposits to your Account in person. All deposits into your Account must be made via the various electronic payment methods available on the Website and/or the Betting Platforms.

#### **4.3.6 Dishonoured Deposits**

4.3.6.1 You agree and warrant that you will not charge-back a deposit to your Account made by credit card, recall a direct deposit made into your Account or otherwise cancel or reverse a deposit made into your Account by any other means, without NEDS' written consent ('Dishonoured Deposit').

4.3.6.2 In the event of a Dishonoured Deposit, you will be liable to compensate NEDS for any loss, damage, cost or expense it incurs as a result.

4.3.6.3 You acknowledge that any amounts owing under this clause as a result of a Dishonoured Deposit, will be a liquidated debt due and owing to NEDS and that we may deduct and recover all such amounts from your Account in payment of such debt, or if insufficient funds exist, initiate the appropriate debt recovery action.

4.3.6.4 In the event of a Dishonoured Deposit, then in addition to recovering any losses or damages incurred by NEDS, NEDS reserve the right in its sole and absolute discretion, to void all Bets placed on the Account, refund any deposits made that are not the subject of a Dishonoured Deposit and permanently close the Account.

#### **4.3.7 Deposits from third parties**

4.3.7.1 If NEDS determines that funds deposited into your Account are from a bank account, credit card or other funding instrument not in your name, or from funds loaned to you by a third party ('third party funded deposit'), then NEDS reserves the right to decline to credit the deposit to your Account and return the funds to the person from whom the third party funded deposit originated. If this determination takes place after Bets have been placed, NEDS reserves the right to void any resulted or pending Bets on your Account.

4.3.7.2 If NEDS determines that there is not enough information to prove the owner of a particular third party funded deposit, we reserve the right to request certified documentation as proof of ownership prior to making any decision.

4.3.7.3 NEDS reserves the right to check directly with the funding institution that facilitated the deposit into your Account to confirm that the details provided by the Client to NEDS are valid and correct and not in breach of this Clause 4.3.7.

#### **4.3.8 Minimum and Maximum Deposits**

4.3.8.1 NEDS may in its sole discretion, from time to time impose limitations on your Accounts. The limitations (if any) are shown on the Website and/or the Account interface. We will notify you of any or all of the following changes to limitations on deposits to your Account:

- (a) minimum deposits;



- (b) maximum deposits (including maximum total deposits over a particular period of time);
- (c) minimum balances; and
- (d) maximum balances (if we impose a maximum balance for your Account you must not make deposits which would take the balance of your Account beyond that maximum balance).

#### **4.3.9 Interest on Deposits**

4.3.9.1 No interest will be payable by us on funds standing to the credit of your Account.

#### **4.3.10 Erroneous Credits**

4.3.10.1 In the event that funds are credited to your Account in error, it is your responsibility to notify NEDS of the error at the earliest opportunity. Unless NEDS notify you to the contrary, any Bets or transactions facilitated by such erroneous deposit will be void.

### **4.4 REFUND POLICY**

4.4.1 Subject to the Refund Policy, you may request a refund of funds from your Account at any time.

4.4.2 To request a refund from your Account, you will need to contact the Customer Support team and outline the reason for requesting a refund and the amount of the refund sought.

4.4.3 Should the request be approved, then the refund will be processed within 48 hours of approval.

4.4.4 The amount of the refund will be limited to the lesser of the amount of the refund requested or the current credit balance in your Account.

4.4.5 All refunds from your Account will be issued via the same method that the deposits were made into the Account.

4.4.6 Refunds of unused credit card deposits cannot be withdrawn for cash (or cheque) and can only be refunded by transfer back to the card from which they were deposited.

4.4.7 In order to prevent potential money laundering activity or credit card arbitrage, you cannot request a refund of any amount deposited into your Account made by credit card until the total amount deposited has been turned over on Bets, except where either you are unable to turn over the deposited amount due to the closure or suspension of your Account or a restriction of the bookmaker services provided by NEDS, or as otherwise agreed by NEDS in writing.

4.4.8 Subject to any rights available to you under the law, NEDS may choose to not refund deposits made to your Account by the use of a credit card issued in the name of a third party.

4.4.9 NEDS may adjust the balance in your Account where a refund has miscalculated or processed in error.

4.4.10 In the event the refund request is not approved by NEDS, you will be notified as to the reasons why your request was declined.

4.4.11 If you are still dissatisfied, then you should contact the NEDS Customer Support team and attempt to resolve the issue, or alternatively through the Dispute Resolution Procedure set out in Clause 19.



## 4.5 WITHDRAWING FUNDS FROM YOUR ACCOUNT

- 4.5.1 Withdrawals from your Account must be made to your own (or a joint) bank account or other authorised facility we make available to you from time to time and in the manner stated on the Website and/or the Account interface.
- 4.5.2 Information regarding how to make withdrawals from your Account is provided on the Betting Platform and on the 'Withdraw Funds' option of your Account interface. .
- 4.5.3 If you request us to make payments directly to you, we will only make payments by cheque to your registered address or into your designated bank account, unless otherwise agreed by us. NEDS will not be liable for any delayed or lost mail, nor will we be liable if you do not receive your funds as a result of any incorrect information provided by you to us.
- 4.5.4 In order to prevent potential money laundering activity or credit card arbitrage, you cannot withdraw any amount deposited into your Account made by any means until the total amount deposited has been turned over on Bets, except where either you are unable to turn over the deposited amount due to the closure or suspension of your Account or a restriction of the bookmaker services by NEDS, or as otherwise agreed by NEDS in writing.
- 4.5.5 Unused credit card deposits cannot be withdrawn for cash (or cheque) and can only be transferred back to the card from which they were deposited. No other funds in your Account will be transferred back to your credit card.
- 4.5.6 If you deposit funds into your Account by credit card, you will not be permitted to withdraw funds (either the original credit card deposit or any winnings derived from such credit card deposits) unless and until you have provided NEDS with sufficient evidence (as determined by NEDS in its sole discretion) to verify that you are the registered account holder of the credit card used to make such deposits (or alternatively, if you are not the registered cardholder, that you provide NEDS with evidence that the third party cardholder has authorised you to make such deposits using their credit card in accordance with Clause 4.3.4.3 above).
- 4.5.7 In response to a withdrawal request by you, NEDS may:
- (a) refuse to process the withdrawal or place a stop payment on any cheque that has been issued to you;
  - (b) temporarily block your Account;
  - (c) withhold payments of any nature and void all your winnings,
- if we reasonably believe you have committed a breach of these Terms and Conditions, or a breach of law.
- 4.5.8 Without limitation, NEDS reserve the right to reject, withhold or delay the payment of withdrawals from your Account where:
- (a) they are made to a third party, including via third party bank accounts or withdrawal methods;
  - (b) we reasonably believe that the withdrawal is being made by another person and not by you;
  - (c) we reasonably believe that one or more deposits were made by another person and not by you;



- (d) moneys deposited in your Account have not been received in our bank account in clear funds; or
- (e) you have not met the Minimum Turnover requirements for your Account in accordance with Clause 3 of the General Promotional Terms and Conditions.

4.5.9 NEDS may from time to time impose limitations on withdrawals from your Accounts. The limitations (if any) are shown on the Betting Platform. We will notify you of any or all of the following changes to limitations on your Accounts:

- (a) minimum withdrawals;
- (b) maximum withdrawals;
- (c) minimum remaining balances; and
- (d) maximum remaining balances.

#### **4.6 ACCOUNT SECURITY AND ACCESS TO YOUR ACCOUNT**

- 4.6.1 You are solely responsible for the access to and use of your Account, including ensuring that your Account user name, password, and other personal information that NEDS may use to verify your identity are kept confidential and secure.
- 4.6.2 Any access to and use of your Account shall be deemed to have been undertaken by you or otherwise with your knowledge and consent (unless irrefutable evidence is provided to the contrary) and you shall be bound by any transactions (Bets placed, fund withdrawals, etc) undertaken through your Account.
- 4.6.3 You agree that until such time as you have notified NEDS of any unauthorised access and/or use of your Account, NEDS will assume that all Account activity has been conducted by you, and, therefore, you will be responsible for any losses suffered due to such unauthorised use. If you suspect that an unauthorised person has your user name and password, you should change your password and notify NEDS immediately. You can change or reset your password online through the 'Managing Your Account' section of your Account interface.
- 4.6.4 Clients should check their account balance each time they log into their Account or at the time they place their Bet via the Telephone. In the event of a Client identified discrepancy, it is the Client's responsibility to notify NEDS within 24 hours if they wish to dispute a particular transaction.

#### **5. REFERRAL/AFFILIATE COMMISSIONS**

- 5.1 If you have entered the Website by clicking through and being redirected from another third party website ('Affiliate') and you have opened an Account with NEDS as a result of this Affiliate referral, NEDS may pay a commission to that Affiliate in relation to the opening and/or use of your Account in accordance with the terms and conditions of NEDS Affiliate Agreement located at [www.nedsaffiliates.com.au](http://www.nedsaffiliates.com.au). You acknowledge and agree to this commission being paid.

#### **6. USE OF BETTING PLATFORMS**

- 6.1 You acknowledge and agree that use of NEDS Betting Platforms and all betting activity undertaken on or through your Account and the Betting Platforms is subject to these Terms and Conditions.



- 6.2 NEDS reserves the right to impose other conditions of use or vary the Terms and Conditions from time to time governing your use of the Betting Platform, for reasons including changes in regulatory requirements, changes in the law, changes in product types and changes in NEDS's systems.
- 6.3 Your access to and use of the Betting Platforms is permitted on a temporary basis, and NEDS reserves the right to restrict your use of the Betting Platform, withdraw, suspend or amend any aspect or feature of our Betting Platforms without notice. If the need arises, we may suspend access to our Betting Platforms, or part thereof, for maintenance or other purposes. We will not be liable if, for any reason, our Betting Platforms are unavailable at any time or for any period.
- 6.4 While NEDS uses all reasonable care to provide the Betting Platforms and associated facilities and services operated via the Betting Platforms, NEDS does not promise that the Betting Platforms will be error free or fault free or available for use at any particular time. NEDS is not liable to you for any loss or damage suffered by you as a result of your use of the Betting Platforms or inability to use the Betting Platforms, howsoever caused.
- 6.5 NEDS may, in our absolute discretion, change the content (including betting products or elements of the betting product) of our Betting Platforms at any time (provided such changes do not affect games and/or Bets already in progress).
- 6.6 You are only permitted to use our Betting Platforms for your own personal use. You are not permitted to use our Betting Platforms for commercial use, unless you have our express prior written consent. You must not provide access to, or reproduce our Betting Platforms, or any part of them, without our express prior written consent.
- 6.7 You must not use our Betting Platforms for any purpose which is or may be considered to be defamatory, abusive, obscene, unlawful, racist, sexist, discriminatory or otherwise offensive. We reserve the right to suspend or terminate your Account and/or your access to our Betting Platforms if your username or security question are offensive or inappropriate.
- 6.8 You must not misuse our Betting Platforms, for example by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Betting Platforms.
- 6.9 You are solely responsible for making all necessary arrangements for you to have access to our Betting Platforms, including covering all costs for accessing our Betting Platforms such as telecommunication and internet service provider charges. We will not be liable for any losses caused to you by the internet or any telecommunications service provider which you have engaged in order to access our Betting Platforms.
- 6.10 NEDS cannot guarantee that our Betting Platforms will be compatible or operate with any hardware or software that may be used by you.

## **7. ACCEPTING BETS**

### **7.1 Betting Platform**

- 7.1.1 By placing a Bet via the Betting Platform in the manner described on the Betting Platform, you acknowledge and agree that you are submitting a binding and irrevocable offer to place the Bet with NEDS according to the price, odds and any other specific terms stated on the Betting Platform at the time of placing the Bet.



7.1.2 As a condition of making the Betting Platforms available to you for placing a Bet, NEDS:

- (a) reserves the right at any time to refuse to accept any Bet;
- (b) may require you to transfer more funds before you are able to place any Bet if the balance in your Account will not cover the amount of the Bet;
- (c) does not guarantee that it will accept all Bets placed on the Betting Platforms or associated betting systems or Bets placed through any particular channel (e.g. internet or phone);
- (d) reserves the right to change the functionality or method of operating the Betting Platforms, associated betting systems or its method of receiving or accepting Bets at any time. Where practicable, NEDS may but is not obliged to notify you about any changes beforehand, such as posting a notice on the Website; and
- (e) reserves the right at any time to declare void any Bet that in any way contravene one or more of the Terms and Conditions.

## **7.2 Telephone Bets**

7.2.1 For Operator assist telephone Bets, the operator call back of any telephone Bets will be final and will serve as your receipt for the transaction. You accept full liability for any discrepancies not corrected during the call back. NEDS will not be responsible for lost dividends due to errors not corrected at the call back stage. A Bet cannot be cancelled due to errors not corrected at call back. A Bet may be corrected, meaning that a replacement Bet will be made, provided the request to correct the Bet is made during the same telephone call in which the Bet was placed and in a timely manner. NEDS may not correct any such Bet if the Bet in question is placed and then followed by a number of other Bets prior to correction. Your Bet has not been accepted until the NEDS telephone operator has stated "bet confirmed" or similar wording.

7.2.2 You acknowledge that all telephone calls made to NEDS may be recorded for regulatory, quality and verification purposes.

## **7.3 Bonus Bets/Complimentary Bets**

7.3.1 Bonus Bets/Complimentary Bets may be issued by NEDS to selected Clients from time to time as part of NEDS promotional activities ('Bonus Bets'). Eligibility for and redemption of all Bonus Bets will be determined in accordance with the Promotional Terms and Conditions located at [www.neds.com.au/promotions](http://www.neds.com.au/promotions)

## **7.4 Bets accepted in Error**

If a Bet is accepted in error by NEDS (whether human error or system failure) on an event or outcome, the Bet will be void and your stake refunded to your Account. Examples of these errors include, but are not limited to:

- (a) where a Bet is accepted at a price or dividend (which includes the odds, handicap provisions and other terms or details of the Bet) that is materially different from those available in the general market at the time the Bet was made or obviously incorrect given the chance of the event occurring at the time the Bet was made;



- (b) where a Bet is accepted in error after the race or event has started (other than nominated In-Play Bets);
- (c) where a Bet is accepted in error after the race or event has finished and the result has been determined. In such instances, NEDS will also consider Bets placed or attempted to be placed after the race or event result is determined as fraud and NEDS reserves the right to suspend or close the Client's Account accordingly.

## **8. WIN LIMITS/MAXIMUM PAYOUTS AND PAYMENT OF WINNINGS**

- 8.1 NEDS reserves the right to limit the net payout (the payout after the stake has been deducted) on any Bet or combination of Bets placed by one Client (or a group of Clients deemed by NEDS to be acting on behalf of or in conjunction with a particular individual Client) at **AUD \$200,000**. This payout limit may be lower for a specific race, sporting event, and/or type of bet offer. Further terms and conditions in regard to win limits and maximum payouts are set out in the Betting Rules.
- 8.2 Payments on winning Bets that are lawfully and validly placed by you and paid out in accordance with the Betting Rules, will be added to the balance of your Account once the bet has been settled. The payout funds will remain in your Account unless you submit a request that part, or all, of the outstanding balance be returned to you via the 'Withdrawal of Funds' procedure set out in Clause 4.5 above.
- 8.3 You are responsible for reporting your winnings and losses, if such reporting is required by your local laws, tax department or other authorities.

## **9. DIVIDEND/MARKET MANIPULATION, DIVIDEND/MARKET ERRORS & PAYOUT ERRORS**

- 9.1 NEDS reserves the right to cancel any bet made by you where it reasonably suspects that you or one of your associates has manipulated (or attempted to manipulate) the dividends payable from a pari-mutuel pool, or where NEDS reasonably suspects the dividends payable from a pari-mutuel pool have been manipulated by unknown persons.
- 9.2 NEDS may place a limit on the final dividend payable by NEDS, where NEDS has a reasonable suspicion that the odds of the relevant pool have been manipulated, in which case, NEDS reserves the right to cap the dividend it pays on Tote based best to be no greater than 100% higher than the next highest dividend payable on an Australian tote.
- 9.3 Where, in respect of any of our betting products or an event within a betting product, NEDS make an error (whether human or otherwise), we will be entitled to declare the transaction void and withhold any payments. If we wrongly pay an amount to you or we pay you more than the amount to which you are properly entitled, you agree to repay to us immediately upon request from us the amount which has been wrongly paid or overpaid to you.
- 9.4 You also give us permission to adjust your Account to rectify the error. An example of such an error might be where a price is incorrect, a Bet is late, a failure occurs in one of our systems or where we enter a result of an event incorrectly.
- 9.5 You agree to promptly notify us of any matter which comes to your attention from which it might reasonably be concluded that your Account has an incorrect balance for whatever reason or that wrong winnings or dividends have been applied to your Account. Failure to do so may be considered fraud and will be investigated accordingly.



## 10. PROHIBITED COUNTRIES

10.1 NEDS has restrictions in regards to opening accounts and taking bets from residents in certain Jurisdictions outside of Australia (known collectively as “Prohibited Countries”). You agree that you will not open an account, or attempt to use your Account, if you are within a Prohibited Country. Prohibited Countries are listed below, and may be updated from time to time.

Afghanistan	France	Luxembourg
Algeria	French Guiana	Macedonia
American Samoa	French Southern Territories	Malta
Anguilla	Georgia	Martinique
Austria	Germany	Mayotte
Bahamas	Ghana	Montserrat
Belgium	Gibraltar	Myanmar
Bermuda	Greece	Netherlands
Botswana	Greenland	New Caledonia
British Indian Ocean Territory	Guadeloupe	Nigeria
British Virgin Islands	Guam	North Korea
Bulgaria	Hong Kong	Northern Mariana Islands
Cayman Islands	Hungary	Pakistan
China	India	Philippines
Colombia	Iran	Pitcairn
Congo	Iraq	Poland
Cook Islands	Ireland	Portugal
Croatia	Isle of Man	Puerto Rico
Cyprus	Israel	Reunion
Czech Republic	Italy	Romania
Denmark	Kenya	Rwanda
Estonia	Latvia	Saint Barthelemy
Ethiopia	Lebanon	Saint Helena, Ascension and Tristan da Cunha
Falkland Islands	Liberia	Saint Martin
Finland	Lithuania	

Effective date 1 May 2019



Saint Pierre and Miquelon	Spain	United Kingdom
Serbia	Sri Lanka	United States Minor Outlying Islands
Sierra Leone	Sudan	United States of America
Singapore	Sweden	Uruguay
Slovakia	Syrian Arab Republic	US Virgin Islands
Slovenia	Tanzania	Venezuela
Somalia	Trinidad and Tobago	Wallis and Futuna
South Africa	Tunisia	Yemen
South Georgia and South Sandwich Islands	Turkey	Zimbabwe
	Turks and Caicos Islands	

10.2 In addition:

- (a) NEDS may refuse to allow persons located in certain countries, or regions within a country, from opening and/or operating an Account where, in NEDS's reasonable opinion, transacting with persons in such countries or regions may give rise to an unacceptable political, legal or commercial risk to NEDS; and
- (b) NEDS will observe sanctions imposed by the United Nations Security Council, bilateral sanctions and counter-terrorism requirements imposed by or maintained by the Australian Government.

As a result, this may require NEDS to refuse to open or restrict, suspend or close an Account, refuse to accept Bets or otherwise transact with certain individuals or entities.

10.3 NEDS reserves the right to reject any Bets placed from such jurisdictions, so that NEDS does not breach any such foreign or domestic laws.

**11. MINORS PROHIBITED/18 AND OVER ONLY**

- 11.1. You acknowledge and agree that to open an Account and to use the Betting Platform(s), the registered Account holder must be at least 18 years of age and must have agreed to be bound by these Terms and Conditions.
- 11.2. You must not allow any person under 18 years of age ('minor') to access or use your Account.
- 11.3. You must not disclose any of your Account details, and in particular, your security and login details (username and password) to any minor.
- 11.4. In the event that NEDS becomes aware or reasonably believes that you a minor has the ability to access or use your Account (however that has occurred, with or without your knowledge) NEDS reserves the right to immediately suspend your Account until NEDS has fully investigated the matter.
- 11.5. NEDS is not liable to you in any way as a result of your inability to place any Bets during any period of time during which your Account is suspended.



11.6 If NEDS has reasonable belief that a minor has used your Account, you acknowledge and agree that NEDS may cancel any such Bet and refund the stake to your Account.

## **12. INTOXICATION AND/OR UNDER THE INFLUENCE OF DRUGS**

12.1 You acknowledge and agree that you must not attempt to open an Account, access the Betting Platform, place any Bets or otherwise transact with your Account whilst you are intoxicated by alcohol and/or under the influence of drugs.

12.2 You acknowledge and agree that that you are fully liable for your actions and all activity on your Account if you chose to disobey this requirement and transact on your Account whilst you are intoxicated and/or under the influence of drugs.

12.3 In the event that despite this prohibition, you chose to open an Account, place a Bet or otherwise transact with your Account whilst you are intoxicated and/or under the influence of drugs, then you are responsible for all Bets placed and all Bets placed will stand.

12.4 NEDS reserves the right to refuse to allow you to open an Account, place a bet or otherwise transact with your Account over the telephone or on the internet, if it is the reasonable opinion of a NEDS operator that you are intoxicated and/or under the influence of drugs at the time of doing so. You acknowledge that for your protection, NEDS may suspend your Account for a 24 hour period following any decision that you are intoxicated and/or under the influence of drugs.

12.5 NEDS is not responsible for any failure by a NEDS representative to identify that you are in a state of intoxication and/or under the influence of drugs, and you will still be liable for any Bets that you are able to place whilst you are intoxicated and/or under the influence of drugs. This includes, but is not limited to, Bets placed over the Internet.

## **13. SELF-EXCLUSION**

13.1 You hereby acknowledge and agree that if you are a Self-Excluded Customer, you must not attempt to re-open your Account or open any other account with us (a duplicate account) or place any Bets using your Account (or duplicate account) or place any Bets with NEDS over the Telephone whilst you are a Self-Excluded Customer.

13.2 You hereby acknowledge and agree that You are fully responsible and solely liable for all Bets placed on your Account or duplicate account whilst you are a Self-Excluded Customer and all Bets placed will stand.

13.3 In the event that NEDS determines that you have deliberately attempted to circumvent our internal controls in order to open or access your Account or duplicate account whilst you are a Self-Excluded Customer, then:

- (a) any open/pending Bets will be voided and the original stake returned to your Account;
- (b) all resulted Bets will stand;
- (c) the balance of your Account (minus any credit owed) will be returned to you; and
- (d) Your Account and/or duplicate account will be permanently closed.



#### **14. MENTAL IMPAIRMENT**

- 14.1. You agree that you must not attempt to open an Account, use the Betting Platforms, place any Bets or otherwise attempt to transact on your Account using your Account whilst you suffer from a mental impairment and that you are fully liable for your actions and all activity on your Account whilst you are suffering from a mental impairment. In the event that you are able to open an Account or place a Bet, then you are responsible for all Bets placed and all Bets placed will stand.
- 14.2. NEDS reserves the right to suspend or close your Account, refuse to allow you to open an Account, place a Bet or otherwise transact on your Account, if it is the reasonable opinion of a NEDS representative that you suffer from a mental impairment at the time of doing so.
- 14.3. NEDS is not responsible for any failure by a NEDS representative to identify that you have a mental impairment and is not liable for any Bets that you are able to place.

#### **15. RESPONSIBLE GAMBLING**

- 15.1. NEDS is committed to promoting, monitoring and enforcing responsible gambling practices and to providing the Betting Platforms and associated services to you in accordance with its Responsible Gambling Policy located at [www.neds.com.au/responsiblegambling](http://www.neds.com.au/responsiblegambling).

#### **16. THREATENING BEHAVIOUR**

- 16.1. NEDS reserves the right to suspend or close your Account, refuse to allow you to use your Account, the Betting Platform(s) or otherwise place a Bet, if it is the reasonable opinion of NEDS that you have threatened harm to either a NEDS representative, NEDS property of any kind, yourself or any other person.
- 16.2. NEDS reserves the right to refer your threats, including any taped record of any such conversation with a NEDS representative, to any applicable government or law enforcement agency.

#### **17. CLOSURE, SUSPENSION OR RESTRICTION OF YOUR ACCOUNT AND INACTIVE ACCOUNTS**

##### **17.1 At the Client's request**

You may close, suspend or restrict your Account by notifying Customer Services by email, fax or telephone.

##### **17.2 At NEDS' election**

- 17.2.1 NEDS may elect to suspend the operation of your Account to investigate transactions in respect of your Account if NEDS:

- (a) becomes aware or reasonably believes that your Account has:
  - (i) unusual transactions which might be fraudulent;
  - (ii) errors;
  - (iii) been misused;
  - (iv) been subject to unauthorised use; or



- (b) becomes aware or reasonably believes that the person seeking to place Bets on or withdraw funds from your Account may not be you;
- (c) is directed by a government regulator or racing or sporting body to do so.

17.2.2 You acknowledge that NEDS has obligations to its employees to provide a safe work environment amongst other legal duties, and so you agree that NEDS may, at its election, close your Account in circumstances where NEDS forms the view that you have acted unreasonably towards NEDS and/or its employees or agents, in the course of betting transactions, which conduct, either singular or repeated, may include:

- (a) offensive language;
- (b) aggressive behaviour;
- (c) overt racial remarks;
- (d) overt sexual remarks;
- (e) harassing remarks;
- (f) attempted or actual bullying;
- (g) threatening remarks made against NEDS, its property, yourself and/or third persons;
- (h) other similarly unacceptable anti-social behaviour.

17.2.3 NEDS may:

- (a) restrict, suspend and/or close your Account where NEDS reasonably suspects that:
  - (i) you are under 18 years of age;
  - (ii) you are betting on behalf of another person (including someone who is under 18 years of age);
  - (iii) you have not acted in good faith in your dealings with your Account, including suspected fraudulent activity or collusion;
  - (iv) you are in breach of any laws;
  - (v) the person conducting transactions on your Account is not you;
  - (vi) you are transacting on your Account intoxicated and/or under the influence of drugs;
  - (vii) you are a self-excluded customer;
  - (viii) you suffer from a mental impairment;
  - (ix) based on statements made by you, either singular or repeated, you may not be gambling responsibly;
  - (x) you have acted unreasonably towards NEDS operators or representatives (including conduct set out at Clause 17.2.2 of these Terms and Conditions);



- (xi) your betting activity or intended betting activity will result in NEDS taking on an unreasonable commercial risk;
  - (xii) you are in material breach of these Terms and Conditions or the Betting Rules;
  - (xiii) you are a shareholder, director, officer or employee of a competing business of NEDS; or
  - (xiv) the use of your NEDS Account has given rise to an integrity concern.
- (b) close your Account if there has been no betting activity and a zero balance on your Account for a period of six (6) months or more. For the purposes of this clause, a period of no betting activity includes any period in which NEDS has refused to accept all Bets which you have sought to make.

### **17.3 Consequences of Suspension or Closure of your Account**

- 17.3.1 Subject to this Clause 17.3, you agree that we will not be liable to you for any loss or damage (including loss of profits or loss of opportunity) following any suspension or termination of your Account or your use of our Betting Platforms.
- 17.3.2 Your sole remedy in the event of termination of your Account will be the reimbursement of any undisputed funds in your Account and NEDS shall have no further liability to you whatsoever.
- 17.3.3 Where we terminate your Account due to you breaching any of our Terms and Conditions or where the Jurisdiction in which you reside is or becomes a Prohibited Country (in accordance with Clause 10) and you have placed any Bets in relation to events which have not yet taken place at the time of the termination of your Account, we reserve the right to treat such Bets as void, with the stake being returned to you. Where you have a cumulative/multi bet with concluded selections that have settled and selections that have yet to take place at the time at which the jurisdiction became a Prohibited Country, we reserve the right to remove those selections which have not settled from the betslip and settle the Bets as it stands by recalculating the odds accordingly. Any outstanding balance will be paid to you in accordance with the Depositing and Withdrawing Fund section of our Terms and Conditions and where this is not possible, by a method of payment determined by us.
- 17.3.4 Upon termination of your Account, you agree and acknowledge that your rights to use our Betting Platforms will immediately terminate and you will remove any software provided to you or downloaded from our Websites or Betting Platforms.
- 17.3.5 If we suspend or terminate your Account:
- (a) you are liable for any loss, damage or claims incurred or suffered by NEDS and you indemnify and hold NEDS harmless on demand for such loss, damage or claims; and
  - (b) we have the right to do any one or more of the following:
    - (i) refund the balance of your Account;
    - (ii) withhold payment to you of any disputed funds, regardless of whether the disputed funds are deposits, winnings, refunds, bonuses, free monies, credits, bonus Bets, payouts or the like;
    - (iii) treat as forfeited to us any disputed funds, whether such disputed funds are deposits, winnings, refunds, bonuses, free monies, credits, bonus Bets, payouts or the like;



- (iv) withhold payment to you of any amounts in your Account that have been deposited or won in breach of the Terms and Conditions;
  - (v) treat as forfeited to us of any amounts in your Account that have been deposited or won in breach of the Terms and Conditions;
  - (vi) exclude you from all of our other Betting Platforms and all products and services of NEDS;
  - (vii) solely determine what criteria you have to meet in order to establish a new Account with us;
  - (viii) in the case of fraudulent, illegal or similar misconduct by you or failure by you to pay any sums due to us:
    - A. furnish any relevant information about you to an intra-group database recording such conduct and, if necessary, hand over your Account details to a collection agency and/or law firm for the recovery of any sums that you owe us and you hereby irrevocably authorise us to do so in our absolute discretion; and
    - B. have forfeited to us, any contested funds that may be derived by you from fraudulent, illegal or similar misconduct.
- 17.3.6 If NEDS restricts, suspends and/or closes your Account, NEDS will make all reasonable efforts to notify you via the contact details registered with your Account and may provide its reasons for restricting, suspending and/or closing your Account.
- 17.3.7 You agree that where NEDS elects to restrict, suspend or close your Account, NEDS will give you 5 days to request that NEDS changes or reverses its decision. Your request must be made in writing to the Regulatory & Responsible Gambling Officer, PO Box 3321, Newstead QLD 4006, and be accompanied by relevant supporting documentation.
- 17.3.8 Effective as from 1 July 2019, if you have not used your Account to carry out any betting activity (either placing a Bet, making a deposit into your Account or making a withdrawal of eligible funds from your Account) for a period of 18 consecutive months, your Account will be deemed to be inactive ('Inactive Account'). We will notify you if your Account becomes an Inactive Account.
- 17.3.9 Inactive Accounts will be charged a fee of \$5.00 each month they are inactive ('Inactive Account Fee') in order to keep the Account open. The Inactive Account will be charged the Inactive Account Fee on the first business day of the calendar month after the Account became an Inactive Account, and thereafter on the first business day of every following calendar month until:
- (a) it ceases to be an Inactive Account (you use your Account to place a Bet, make a deposit or withdrawal of eligible funds); or
  - (b) the Account balance reaches zero.
- 17.3.10 To avoid the Inactive Account Fee, you can simply either place a Bet or withdraw eligible funds into your bank account. If this occurs your Account will no longer be deemed an Inactive Account. All withdrawals will be subject to the turnover requirements specified in Clause 4.3.4 and Clause 3 of the General Promotional Terms and Conditions.



17.3.11 We reserve the right to close any Inactive Account where the Account balance has been zero for a consecutive period of 6 months.

## **18. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING**

18.1 NEDS is the provider of designated gambling services pursuant to section 6 of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (the “AML/CTF Act”). NEDS is a reporting entity as that term is defined in section 5 of the AML/CTF Act.

18.2 The AML/CTF Act imposes an obligation upon us to report you to the federal or local authorities within such jurisdictions if we know, suspect or have reason to suspect that any of your transactions, amongst other things, involve funds derived from illegal activities or are intended to conceal funds derived from illegal activities or involve the use of our Betting Platforms and/or Accounts to facilitate criminal activity.

18.3 If we know or suspect that transactions made via your Account involve any of the activities set out above, we may:

- (a) immediately suspend or terminate your Account in accordance with Clause 17;
- (b) take any one or more of the actions permitted by Clause 17.3; and
- (c) at our sole discretion, not refund to you any funds held in your Account.

18.4 We reserve the right to report you to the aforementioned federal or local authorities should we, in our absolute discretion, determine that we are obligated, by law, to do so.

18.5 In order to assist in the prevention of money laundering, no substantial and/or exceptional withdrawals individually and cumulatively will be made unless notarised copies of at least 2 of the following are received:

- (a) your most recent bank statements for the bank account from which your Bets have been paid;
- (b) your Drivers licence;
- (c) another official identification document containing photographic identification of you;
- (d) a current and valid passport; or
- (e) a utility bill (e.g. gas, water, telephone, etc) bearing your name and your address registered with us.

18.6 We additionally reserve the right to require any of the above documentation at any time during our dealings with you for the purposes of identity verification.

## **19. DISPUTE RESOLUTION PROCEDURE**

19.1 If any dispute cannot be settled satisfactorily between NEDS and the customer, the customer may refer the dispute to an authorised representative of the NT Racing Commission at [gamblingdisputes@nt.gov.au](mailto:gamblingdisputes@nt.gov.au) for their final determination.

19.2 If a customer refers such a matter for resolution to the NT Racing Commission, NEDS will not further adjust any Bets until a decision has been made by an authorised representative of the NT Racing Commission or the matter has otherwise been settled between us.



19.3. If any term (or part of a term) in the Terms and Conditions is or becomes void or unenforceable, that term (or part of a term) will be taken to be removed and cease to form part of the Terms and Conditions. However, the remaining Terms and Conditions will continue to have full force and effect to the extent that they can operate independently from the void provisions.

## **20. PRIVACY COLLECTION STATEMENT & VOICE RECORDING**

20.1 When you access or use any section of our Website, apply to open or open an Account with us, use any of our Betting Platforms, place a Bet with us and/or transact with us, we collect your personal information. We collect your personal information to allow you to use our Betting Platforms, place Bets with us, to market our products and services to you and for compliance purposes. If we do not collect your personal information, you will not be able to open an Account with us, use any of our Betting Platforms or place Bets with us.

20.2 We may disclose your personal information to our Related Bodies Corporate, or other companies, organisations or sites with whom we have a relationship. Some of these sites may be co-branded with our logo, however, these sites are not operated or maintained by us on our behalf. We may also disclose information to service providers, contractors and other third parties who assist us in operating our business, for example to payment service providers, companies that provide identification verification services (such as Green ID and Equifax), credit reporting businesses, customer analytics providers, and organisations that we engage to deal with you on our behalf. We may also disclose your information to a government agency, the police, a regulatory, racing or sporting body, a court if requested or we are required to do so, or other organisations such as banks to verify compliance with our Terms and Conditions or the law. We may disclose your personal information overseas to organisations including our Related Bodies Corporate and contractors and providers of payment services, in countries including the US, the UK, New Zealand, Germany, India, Bulgaria, Israel, Austria and the Philippines.

20.3 NEDS formal Privacy Policy is available for viewing and downloading at [www.neds.com.au/privacy](http://www.neds.com.au/privacy) and contains information about how you can access or seek correction of your personal information, or make a complaint.

20.4 When accessing or using our Betting Platforms, we may collect your personal and other information using sophisticated tracking technologies for the purpose of ensuring that you are complying with our Terms and Conditions.

20.5 Calls to and from us may be recorded for security and compliance purposes, and your live chat history may be stored.

20.6 For the purposes of verifying your identification using the Document Verification Service you confirm that you are authorised to provide the details that you provide to us during the account sign-up and identity verification process. This information is sought and used for the purpose of undertaking an information match request in relation to relevant Official Record Holder information and that a corresponding information match result will be provided via the use of third party systems. You acknowledge and consent to the use of your information in this way.

## **21. NO WARRANTY**

21.1 We will endeavour to provide our Betting Platforms and any content within them (including information about live sporting events such as scores and form guides and other information) with all reasonable skill



and care, and take reasonable steps to ensure that our third party contractors who provide us with content or services also take reasonable skill and care. However, our Betting Platforms are provided “as is” and we do not make any warranty or representation, whether express or implied, about them. All implied warranties or conditions of satisfactory quality, fitness for purpose, completeness or accuracy are excluded except where we are unable to do so under the Australian Consumer Law.

- 21.2 Information published on the Website or the Betting Platforms are provided for your entertainment only. We provide no warranty as to the accuracy of this information and you should not rely on it without independent verification prior to placing your bet.
- 21.3 While we will try to correct reported faults or incorrect content as soon as we reasonably can, we make no warranty that our Betting Platforms and any content within them will meet your requirements or will be uninterrupted, timely, secure or error-free, or that defects will be corrected, or that our Betting Platforms (including our servers) are free from viruses or bugs or represent that they will be functional, accurate or reliable. We also make no warranty as to the accuracy of any information obtained by you through our Betting Platforms.
- 21.4 In the event of systems or communications errors relating to the generation of random numbers, bet settlement or other elements of the betting product, we will not be liable to you as a result of any such errors and we reserve the right to void all affected Bets.

## **22. INTELLECTUAL PROPERTY RIGHTS**

- 22.1 You acknowledge and agree that all intellectual property rights in our Betting Platforms, their contents (including any software), the content and data published on or in them, and all other items created by or for us such as our rules, terms and conditions and marketing materials, remains at all times vested in us or our licensors. These intellectual property rights include, without limitation, copyright, trade marks, the underlying software, the design, graphics, layout, the look and feel and structure of our Betting Platforms, database rights, design rights, domain names and rights to goodwill and/or to sue for passing off. You are not permitted to copy, reverse engineer or otherwise use our intellectual property, except with our prior express written consent.
- 22.2 You acknowledge and agree that our Betting Platforms and the material and content contained within them, is made available for your personal non-commercial use only. Any other use of our Betting Platforms and the material and content contained within them is strictly prohibited.
- 22.3 No data, file, graphics, images, documents, wording such as our terms and conditions, results or other content in our Betting Platforms, including content downloaded or otherwise accessed from our Betting Platforms, and material you may receive in connection with our Betting Platforms, may be copied, reproduced or distributed without our prior written consent. You agree not to, and agree not to assist or facilitate any third party to, in any manner copy, reproduce, transmit, publish, display, distribute, commercially exploit, tamper with, modify, adapt, develop, decompile, reverse engineer or create derivative works of such material and content, or our Betting Platforms or any part of them.

## **23. LINKS FROM OR TO OUR WEBSITE**

- 23.1 Where our Websites contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of these sites or resources,



and accept no responsibility for them or for any loss or damage that may arise from your use of them or their use of any information they may acquire about you (including personal data).

- 23.2 A link from our Website does not constitute an endorsement by us of the use of that link, the company or organisation behind that link or the contents of the website reached using that link.
- 23.3 You agree not to, and agree not to assist or facilitate any third party to, create a link to our Website without our prior express written consent.

## **24. PROMOTIONS AND COMPETITIONS**

- 24.1 We may, from time to time, offer certain promotions and competitions to you. These competitions and promotions may have separate terms and conditions that are specific to that promotion or competition. These Account and Betting Platform Terms of Use will apply to any such competitions or promotions. However, in the event of any conflict between the Terms and Conditions and the terms and conditions that are specific to that promotion or competition, the terms and conditions that are specific to that promotion or competition promotion will prevail but only to the extent of any conflict.

## **25. IT SYSTEM FAILURES**

- 25.1 We cannot be held responsible for a Bet not being placed or an offer not being matched for any reason or you being disconnected from our Betting Platforms, including but not limited to malfunction of your Device, failure of telecommunications services or internet connections or malfunction of our hardware, Betting Platforms or any other aspect of our information technology systems, regardless of whether the fault is within our control or not. The balance of your Account will at all times, be as it is recorded on our server.
- 25.2 The balance on the server when you access our Betting Platforms, after you have been disconnected, will reflect the balance after completion of the last Bet prior to the disconnection.
- 25.3 By placing any further Bets or offers on our Betting Platforms, you accept the results of any previous Bet. As such (at our discretion) the results of the previous Bet are no longer in dispute and no refund or other adjustments will be granted.

## **26. LIMITATION OF LIABILITY**

- 26.1 Subject to Clause 26.4, you agree to fully indemnify, defend and hold NEDS, its related bodies corporate and officers, employees and agents of those entities harmless immediately on demand, from and against all claims, arising out of:
  - (a) any breach of the Terms and Conditions by you; and
  - (b) any other claims arising out of your access, use or failed use of our Betting Platforms other than as expressly permitted by these Account and Betting Platform Terms of Use.
- 26.2 Subject to Clauses 26.3 and 26.4, our liability to you for any loss or damage (however caused, including by our negligence) incurred or suffered by you in connection with the Terms and Conditions or your use of our Betting Platforms is limited to the amount of the bet placed with NEDS or \$100, whichever is the lesser.



- 26.3 Subject to Clause 26.4, we are not liable to you for any indirect or consequential loss (even if such losses are foreseeable or if we have been notified by you of the possibility of such loss or damage occurring), including but not limited to loss of profits from potential winnings/payouts on Bets not taken by NEDS, Bets voided by NEDS, damage to or loss or destruction of, your Device or software or any other data or information of any nature whatsoever on your Device, as a result of you accessing, using, downloading or otherwise interacting with our Betting Platforms or us in any manner whatsoever.
- 26.4 If the Competition and Consumer Act 2010 (Cth) states that there is guarantee in relation to a product or service supplied to you by us, and our liability under that guarantee cannot be excluded but may be limited, then our liability for a breach of that guarantee is limited at our option to:
- (a) in the case of supply of a service, resupply of that service or paying the cost of having that service supplied again; or
  - (b) in the case of goods, repair or replacement of those goods, or paying the cost of having those goods supplied again.

## **27. FRAUD**

- 27.1 NEDS reserve the right to seek criminal and contractual remedies and sanctions against you if you are involved in fraud, dishonest or criminal acts and will make such reports as necessary to the authorities.
- 27.2 NEDS reserve the right (in its sole and absolute discretion) to void any Bets placed by you and/or withhold any payouts or refuse to process any request to withdraw funds from your Account, where you are suspected of engaging in any actual or attempted fraudulent, dishonest or criminal activities.
- 27.3 You indemnify and are liable to pay us, on demand, all costs, charges or losses sustained or incurred by us (including any direct, indirect or consequential losses, loss of profit and loss of reputation) arising directly or indirectly from your fraud, dishonesty or criminal actions.

## **28. COMPLIANCE WITH LAWS**

- 28.1 Our Betting Platforms may be used only for lawful purposes and in a lawful manner. You agree to comply at all times with all applicable laws, statutes and regulations when accessing or using our Betting Platforms, using your Account or placing a Bet.

## **29. WITHHOLDING PAYMENT AND OUR RIGHT TO OFFSET LIABILITY**

- 29.1 Without limitation, we reserve the right to withhold payment and to declare Bets on an event void if we have evidence that any of the following has occurred:
- (a) the integrity of the event has been called into question;
  - (b) the price(s) or pool has been manipulated;
  - (c) match rigging has taken place;
  - (d) you were under 18 years of age when you placed the Bet;
  - (e) you were in a jurisdiction (or a resident of a jurisdiction) that renders the provision of our products or services to you or your use of them illegal when you placed the Bet;



- (f) another person has made deposits into or withdrawals from your Account;
- (g) you are in breach of our Terms and Conditions; or
- (h) we have not been able to verify your identity and address.

29.2 Evidence of the above may be based on the size, volume or pattern of Bets placed with us across any or all of our betting channels. A decision given by the relevant governing body of the sport in question (if any) will be conclusive.

29.3 If you owe any money to us for any reason, we have the right to offset that against money in any of your Accounts with us or money that you have otherwise won, and take that into account before making any payments to you or permitting you to withdraw any funds from your Accounts.

### **30. SEVERABILITY**

30.1 If any of the Terms and Conditions (or part thereof) are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision (or part thereof) will to that extent be severed from the remaining Terms and Conditions which will continue to be valid to the fullest extent permitted by law.

### **31. WAIVER**

31.1 No failure or delay by us in exercising any right under these Terms and Conditions will operate as a waiver of this right. Similarly, any single or partial exercise of any right shall not preclude any further exercise of any of these rights or the exercise of any other right.

### **32. NO PARTNERSHIP OR AGENCY**

32.1 Nothing in the Terms and Conditions shall be construed as creating any agency, partnership or any other form of joint enterprise between you and us.

### **33. ASSIGNMENT**

33.1 You are not permitted to assign, transfer, charge or otherwise deal in your rights and/or obligations under the Terms and Conditions without our prior express written consent. We are entitled to assign, transfer, charge or otherwise deal in our rights under the Terms and Conditions as we see fit.

### **34. THIRD PARTIES**

34.1 Unless otherwise expressly stated, nothing in the Terms and Conditions creates or confers any rights on any persons not party to the Terms and Conditions.

### **35. CONSENT TO TRANSACT ELECTRONICALLY**

35.1 You provide your express consent for us to transact and communicate with you by electronic means.

### **36. LAW AND JURISDICTION**

36.1 The validity, construction and performance of the Terms and Conditions and our Agreement with you are governed by the laws of the Northern Territory and shall be subject to the non-exclusive jurisdiction of the Northern Territory, to which you submit, except that either you or we may seek an interim injunction in any court of competent jurisdiction.



**37. ENTIRE AGREEMENT**

- 37.1 The Terms and Conditions including any document expressly referred to in them, our Agreement with you, and any guidelines or rules posted on our Website or within our Betting Platforms, represent our entire agreement with you in relation to the subject matter of the Terms and Conditions and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 37.2 You agree that you will have no remedy in respect of any misrepresentation which has not become a term of the Terms and Conditions.

**38. LIMITATION OF ACTIONS**

- 38.1 You agree that any legal proceedings to enforce any Claim that you may against us must be initiated by you within a period of 6 months of the cause of action arising (the "Prescription Period"), failing which you hereby waive and abandon any right that you may have to enforce such claim after the Prescription Period and confirm that on the expiry of the Prescription Period the relevant claim shall be void, waived and abandoned in law.