



GENERAL PROMOTIONAL TERMS AND CONDITIONS

1. GENERAL

- 1.1 neds.com.au Pty Ltd ABN 90 619 150 837 (referred to herein as 'NEDS' or 'we' or 'us') may from time to time advertise, offer or otherwise provide to existing and/or potential new Customers, certain promotional offers and tools for use in conjunction with NEDS' sports and racing bookmaker services including:
- (a) Deposit Match Bonus, First Bet Match Bonus, Bonus Bet Coupons, Bonus Cash, and various other competitions and promotions (collectively referred to herein as 'Promotional Offers'); and
 - (b) proprietary betting tools, including Price Boost, Backup, Fluc-Up, Jump Off, (collectively referred to herein as the 'Promotional Tools').
- 1.2 By accessing, redeeming or using any of the Promotional Offers and/or Promotional Tools, you (the Customer) agree to be bound by these General Promotional Terms and Conditions and any additional terms and conditions attached to a specific Promotional Offer or Promotional Tool, as stated at <https://www.neds.com.au/promotions> or included with any advertisement for that Promotional Offer or Promotional Tool ('Specific Promotional Terms and Conditions').
- 1.3 These General Promotional Terms and Conditions apply to the Promotional Offers and Promotional Tools, in addition to and in conjunction with any Specific Promotional Terms and Conditions, the Account and Betting Platform Terms of Use and the Betting Rules (collectively referred to herein as the 'Terms and Conditions').
- 1.4 Defined terms contained herein shall have the same meaning as in the Terms and Conditions, unless the contrary intention appears.
- 1.5 Any reference to a time is Australian Eastern Daylight Time or AEDT.
- 1.6 All amounts related to Promotional Offers and Promotional Tools are in Australian dollars unless specifically stated otherwise.
- 1.7 All Promotional Offers and Promotional Tools may only be redeemed or used strictly in accordance with these General Promotional Terms and Conditions and the Specific Promotional Terms and Conditions (if applicable).

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2. GENERAL ELIGIBILITY REQUIREMENTS

- 2.1 The following conditions apply to all Promotional Offers and Promotional Tools.
- 2.2 Please check the terms and conditions of each Specific Promotional Offer for details of whether residents in your State are eligible to participate in a particular Promotional Offer or use a specific Promotional Tool.
- 2.3 Promotional Offers and Promotional Tools will only be available to persons who have validly opened an Account with NEDS after verifying their identity and location in accordance with the Account and Betting Platform Terms of Use.
- 2.4 Only one (1) of each type of Promotional Offer or Promotional Tool may be used and redeemed **per Household per day**. Multiple Account holders with the same residential address, IP address, credit card or bank account will be deemed to be from the same Household for the purpose of determining eligibility.
- 2.5 NEDS may in its sole and absolute discretion, allow more than one of each type of Promotional Offer or Promotional Tool to be redeemed **per Household per day** if the Customer can demonstrate that they are not part of the same family as another Account Holder in the Household (for example if you are living in a share house).
- 2.6 Only one (1) type of Promotional Offer or Promotional Tools can be used on an individual Bet (ie. multiple Promotional Offers or Promotional Tools cannot be used in conjunction with each other on the same Bet or same betting event or contingency).
- 2.7 NEDS reserves the right to withdraw or exclude or cancel certain Promotional Offers or Promotional Tools from a particular Customer, if NEDS believes in its sole and absolute discretion, that the Customer is acting in bad faith, abusing the Promotional Offer or Promotional Tool, or otherwise attempting to defraud NEDS.
- 2.8 NEDS reserves the right to withdraw or exclude or cancel any Promotional Offer or Promotional Tool from a particular Customer, if NEDS believes in its sole and absolute discretion, that the Customer transactions are solely or predominantly based on using Promotional Offers or Promotional Tools.
- 2.9 NEDS reserves the right to restrict or make any Promotional Offer or Promotional Tools unavailable to any Customer at any time.
- 2.10 Each specific Promotional Offer shall be limited to the first 1,000 Customers who accept and redeem the offer, unless otherwise expressly stated in the Specific Terms and Conditions for that Promotional Offer.

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- 2.11 Eligible customers will be allocated a fixed number of Promotional Tools per day and as determined by NEDS in its absolute discretion.
- 2.12 Promotional Offers and Promotional Tools are intended for recreational users only. Customers who hold multiple accounts, place duplicate bets to other accounts or are deemed by NEDS (in its sole and absolute discretion) to be professional gamblers or to be abusing the spirit of the Promotional Offers or Promotional Tools, will not be eligible to accept or redeem any Promotional Offers or Promotional Tools.
- 2.13 Promotional Offers and Promotional Tools are not available to NEDS employees, competitors of NEDS (ie. corporate bookmakers or their employees), professional gamblers (individuals or groups) or those deemed by NEDS (in its sole discretion) to be abusing Promotional Offers or Promotional Tools or otherwise attempting to defraud NEDS.
- 2.14 You are eligible to participate in a Promotional Offer or use a Promotional Tool when you satisfy these Promotional Terms and Conditions or any additional or replacement terms and conditions (including eligibility requirements), for example, those contained in our marketing, communications or online Betting Platforms for that type of Promotional Offer or Promotional Tool.
- 2.15 When you first open an Account with NEDS, you may be eligible to claim as a bonus, either a First Deposit Matched Bonus Deposit or a First Bet Matched Bonus Bet, but not both.
- 2.16 The Promotional Offers and/or Promotional Tools are not transferable or redeemable for cash.
- 2.17 If there is a discrepancy between the name associated with your Account and the name associated with your deposit method (e.g. credit card holder), you may be ineligible for a Promotional Offer or a Promotional Tool and the Promotional Offer or Promotional Tool may be withdrawn or invalidated.
- 2.18 NEDS reserves the right to cancel Bets placed which contravene NEDS Terms and Conditions.
- 2.19 Funds transfers made from a Customer's NEDS Card into the Customer's linked betting Account will not be eligible for deposit bonuses or any other Promotional Offers linked to deposits, as funds transfers from a NEDS Card are not considered as Cash Deposits.

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3. TURNOVER REQUIREMENTS

3.1 Subject to Clause 3.4, you will not be permitted to withdraw funds from your Account unless and until you have met the Turnover Requirements as calculated and determined in accordance with this Clause 3.

3.2 Calculation of the Turnover Requirements

3.2.1 The Turnover Requirements shall comprise of the '**Minimum Turnover Requirement**' calculated under Clause 3.2.2 and the '**Additional Turnover Requirement**' (if applicable) calculated under Clause 3.2.3 (collectively referred to herein as the '**Turnover Requirements**').

3.2.2 The Minimum Turnover Requirement is calculated as being the total of:

- (i) the amount of any deposits made into your Account ('Cash Deposits'); and
- (ii) the amount of any cash bonuses eg. Cash Back Refunds ('Cash Bonuses');
and
- (ii) the amount of any winnings (ie. payout less stake) derived from Bets placed using any Bonus Bet Coupons, Bonus Cash, or any other Promotional Offers issued ('Non-Cash Bonus Amounts')

(collectively referred to herein as the '**Minimum Turnover Requirement**').

3.2.3 If in NEDS reasonable opinion, you are using some or all of the Promotional Offers or Promotional Tools in bad faith (including but not limited to placing Bets solely or predominantly using Cash Bonuses or Non-Cash Bonus Amounts), then in addition to the Minimum Turnover Requirement calculated under Clause 3.2.2, you will also be subject to an additional turnover requirement equal to two times (2x) the winnings (ie. payout less stake) derived from Bets placed using Non-Cash Bonus Amounts ('**Additional Turnover Requirement**'). If NEDS determines that you are subject to this Additional Turnover Requirement, you will be notified by email.

3.3 Meeting the Turnover Requirements

3.3.1 Only that portion of your Bet stake that is funded from your Cash Balance will count towards meeting the Turnover Requirements calculated under Clauses 3.2.

3.3.2 For the purpose of these Terms and Conditions, 'Cash Balance' excludes Cash Bonuses and all other Non-Cash Bonus Amounts. Your Cash Balance amount shall be calculated and displayed in real time on your 'My Account' page of the Betting Platform.



3.3.3 If a Bet results at a dividend of \$1.50 or greater, then the Cash Balance funded portion of the Bet stake will count towards meeting the Turnover Requirements.

3.3.4 Only the first Bet on any particular event will count towards meeting the Turnover Requirements. Subsequent Bets on different outcomes in the same event (eg. Bets on both sides of a market), will not count toward meeting the Turnover Requirements.

3.4 **Withdrawal of Funds Subject to Meeting the Turnover Requirements**

3.4.1 NEDS reserves the right in its sole and absolute discretion to decline to process any funds withdrawal requests from your Account unless and until you have met the Turnover Requirements.

3.4.2 The amount which may be withdrawn by you at any particular time shall be displayed on the 'My Account' page of the Betting Platform under the heading '**Withdrawable Balance**'.

3.4.3 '**Withdrawable Balance**' shall be calculated from time to time as being:

(Current Cash Balance) **less** (Turnover Requirements as per Cl. 3.2) **plus** (Bets which count towards meeting Turnover Requirements as per Cl. 3.3).

3.4.4 NEDS may in its sole and absolute discretion and only in exceptional circumstances or on compassionate grounds, allow you to withdraw that part of your Cash Balance which exceeds your Withdrawable Balance, notwithstanding the Turnover Requirements have not been met. In such circumstances, then:

(a) any remaining Cash Bonuses and Non-Cash Bonus Amounts not redeemed, will be forfeited and deleted from your Account; and

(b) all Bets placed using Cash Bonuses and Non-Cash Bonus Amounts, shall be voided and all winnings derived from such Bets shall be deducted from your Account,

without any liability on the part of NEDS.

3.5 **Account Closed prior to Meeting the Turnover Requirements**

3.5.1 If the Turnover Requirements have not met prior to your Account being permanently closed for whatever reason, then:

(a) any remaining Cash Bonuses or Non-Cash Bonus Amounts not redeemed, will be forfeited and deleted from your Account; and



- (b) all Bets placed using Cash Bonuses and Non-Cash Bonus Amounts, shall be voided and all winnings derived from such Bets shall be deducted from your Account,

without any liability on the part of NEDS.

4. INELIGIBILITY AND IRREGULAR BETS

- 4.1 If at any time we determine that you are ineligible to participate in any Promotional Offer or use a Promotional Tool, or have breached, abused or undermined these Promotional Terms and Conditions (including eligibility requirements) or any other Terms and Conditions, or the spirit or intent of the Promotional Offer or Promotional Tool, we reserve the right to refuse your participation in that Promotional Offer or use a Promotional Tool, disqualify you from participating in that Promotional Offer or Promotional Tool, and cancel, void or reverse any bonuses or other benefits issued under the Promotional Offer or Promotional Tool, or any Bets placed under a Promotional Offer or using a Promotional Tool.
- 4.2 Irregular bets and irregular betting patterns include, but are not limited to, placing bets on all likely outcomes of an event, equal or zero margin bets, hedge betting and placing single bets using the entire (or majority) of your Account balance on a single bet where the majority of your Account balance is derived from Promotional Offers or using Promotional Tools.
- 4.3 Irregular Bet types and irregular betting patterns continue to evolve. NEDS reserve the right to determine what is or may constitute an irregular bet or irregular betting pattern in our sole discretion.
- 4.4 Before any withdrawals are processed from your Account, all Bets will be reviewed for any irregular bets and irregular betting patterns, where it is deemed that you have taken advantage of a Promotional Offer or Promotional Tool.
- 4.5 NEDS may withhold any withdrawal where an irregular bet or irregular betting pattern has been identified. If NEDS takes this action, you will be notified of this via email.
- 4.6 We reserve the right to cancel and void any bet, regardless of whether it relates to a Promotional Offer or not and regardless of whether it is pending or resulted, where we determine that the bet is an irregular bet or there is an irregular betting pattern. If you make a withdrawal request from your Account prior to the Bonus Bet or Bonus Bet Portions being consumed or resulted, the Bonus Bet or Bonus Bet Portions will be cancelled and forfeited.

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5. FIRST DEPOSIT MATCHED BONUS DEPOSIT

- 5.1 This offer is only available to new Customers.
- 5.2 Each Customer/Household shall only be eligible entitled to redeem either the First Deposit Match Bonus under this Clause 5 or the First Bet Match Bonus under Clause 6, but not both. If you have redeemed either the First Deposit Match Bonus or the First Bet Match Bonus, you will be excluded from redeeming the other sign up offer.
- 5.3 To participate in the offer, Customers must:
 - (a) have validly opened a Betting Account with NEDS; and
 - (b) deposited cleared funds into their Betting Account of the amount required under the terms of the promotion ('Qualifying Deposit')
- 5.4 Customers who validly redeem this offer using the correct redemption code, will receive from NEDS, a matched deposit into their Betting Account equal to the amount of the Qualifying Deposit (up to the maximum amount stated in the promotion) to be used as bonus Coupons ('Matched Deposit Bonus').
- 5.5 The Matched Deposit Bonus will be issued via multiple bet vouchers equal to the amount of the Matched Deposit Bonus. The number and value of each bet voucher to be issued shall be at NEDS sole and absolute discretion (for example a Matched Deposit Bonus of \$500 may be issued via 2 x \$250 or 5 x \$100 bonus bet vouchers or any other combination). Each bet voucher can be used to place a Bet on any racing or sporting event offered by NEDS within 30 days from the time the Matched Deposit Bonus bet vouchers appearing in the Customer's Betting Account, or the balance of the Matched Deposit funds will lapse and be deleted from the Customer's Account.
- 5.6 Only any winnings from Bets placed using the Matched Deposit Bonus (ie. payout less the stake) will be credited into the Customer's Account.

6. FIRST BET MATCHED BONUS BET

- 6.1 This offer is only available to new Customers.
- 6.2 Each Customer/Household shall only be eligible entitled to redeem either the First Bet Match Bonus under this Clause 6 or the First Deposit Match Bonus under Clause 5, but not both. If you have redeemed either the First Deposit Match Bonus or the First Bet Match Bonus, you will be excluded from redeeming the other sign up offer.
- 6.3 To participate in this offer, Customers must:

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- (a) have validly opened a Betting Account with NEDS and deposited cleared funds into their Betting Account;
- (b) use the deposited funds in their Betting Account to place their a first ever bet on the NEDS Betting Platform within 72 hours of opening their account ('Qualifying Bet').

- 6.4 Customers who validly redeem this offer using the correct redemption code, will receive from NEDS, a matched bonus bet equal to the amount of the Qualifying Bet (up to the nominated maximum amount stated in the promotion), which will be deposited into their Betting Account within 24 hours of the Qualifying Bet being resulted ('Matched Bonus Bet').
- 6.5 The Customer must use the Matched Bonus Bet on any racing or sporting event offered by NEDS within 30 days from the time the Matched Bonus Bet appears in the Customer's Betting Account, or the Matched Bonus Bet will lapse.
- 6.6 The Matched Bonus Bet cannot be transferred or redeemed for cash.
- 6.7 Only any winnings from Bets placed using the Matched Bonus Bet (ie. payout less the amount of the stake) will be credited into the Customer's Account. Once the Matched Bonus Bet Coupon is used to place a Bet, it will be deleted from your Account.

7. DEPOSIT BONUSES

- 7.1 This offer is only available to new Customers.
- 7.2 To participate in the offer, Customers must:
 - (c) have validly opened a Betting Account with NEDS; and
 - (d) deposited cleared funds into their Betting Account of the amount required under the terms of the promotion ('Qualifying Deposit')
- 7.3 Customers who validly redeem this offer using the correct redemption code, will receive from NEDS, a bonus deposit into their Betting Account for the amount stated in the promotion) in the form of bonus Coupons ('Deposit Bonus').
- 7.4 The Deposit Bonus will be issued via multiple bet vouchers equal to the amount of the Deposit Bonus. The number and value of each bet voucher to be issued shall be at NEDS sole and absolute discretion (for example a Matched Deposit Bonus of \$500 may be issued via 2 x \$250 or 5 x \$100 bonus bet vouchers or any other combination). Each bet voucher can be used to place a Bet on any racing or sporting event offered by NEDS within 30 days from the time the Matched Deposit Bonus bet vouchers appearing in the Customer's

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Betting Account, or the balance of the Deposit Bonus will lapse and be deleted from the Customer's Account.

7.5 Only any winnings from Bets placed using the Deposit Bonus (ie. payout less the stake) will be credited into the Customer's Account. Once the Deposit Bonus Bet Coupon is used to place a Bet, it will be deleted from your Account.

8. BONUS CASH

8.1 To participate in this offer, Customers must:

(c) have validly opened a Betting Account with NEDS and deposited cleared funds into their Betting Account;

(d) use the deposited funds in their Betting Account to place a Bet on the NEDS Betting Platform on a race or event that is nominated by NEDS as being eligible for the 'bonus cash' promotion ('Qualifying Bet').

8.2 Customers who validly redeem this offer using the correct redemption code, will receive from NEDS, a bonus cash deposit equal to the amount of the Qualifying Bet (up to the nominated maximum amount stated in the promotion), which will be allocated to the Bonus Cash section of the Customer's Account within 24 hours of the Qualifying Bet being resulted ('Bonus Cash').

8.3 The Customer may use any Bonus Cash credited to their Account on any racing or sporting event offered by NEDS within 30 days from the time the Bonus Cash appears in the Customer's Account, or the Bonus Cash will lapse.

8.4 The Bonus Cash cannot be transferred, withdrawn or redeemed for cash or cash equivalent.

8.5 Only winnings from Bets placed using Bonus Cash (ie. payout less the Bonus Cash used as the stake for the Bet) will be credited to your Account. Bonus Cash used to place a Bet will be deleted from your Account immediately after it is used.

8.6 For multiple selection Bets ('Exotic Bets') placed using Bonus Cash, only winnings from these Exotic Bets (ie. payout less the total Bonus Cash amount used as the stake) will be credited to your Account.

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9. 'JUMP OFF' TOOL

- 9.1 The use of the 'Jump Off' Tool as described herein, shall be governed by these General Promotional Terms and Conditions, in addition to the NEDS Account and Betting Platform Terms of Use and the Betting Rules.
- 9.2 NEDS may, in its absolute discretion, make the Jump Off Tool available to eligible Customers for use in selected markets, events or Bet types.
- 9.3 Subject to Clause 9.4, the Jump Off Tool is not available for use in conjunction with any other Promotional Offer or Promotional Tool.
- 9.4 If the Price Boost Tool (as described in Clause 10) has been used on a Bet, you may subsequently use the Jump Off Tool on that Bet (if the Bet is an eligible Bet), but the Price Boost Tool will be deemed to have been consumed and cannot be used on another Bet.
- 9.5 Only Bets placed from your Cash Balance (as defined in Clause 3.3 above) are eligible for use with the Jump Off Tool.
- 9.6 The Jump Off Tool is only available for use on single Fixed Odds 'Win-only' bets. The 'win' portion of an Each-Way bet is not eligible for use with the Jump Off Tool.
- 9.7 The Jump Off Tool is not available for use on 'Multi-Bets', 'Exotic Bets' or 'Future Bets' as defined in the NEDS Betting Rules.
- 9.8 The Jump Off Tool is only available for use on eligible Australian and New Zealand metropolitan thoroughbred racing events with a race distance of 1200 metres or more in length.
- 9.9 The Jump Off Tool is only available for Bets placed using the NEDS mobile telephone App and is not available on the desktop version of the Betting Platform or for Bets placed by telephone.
- 9.10 If Jump Off Tool is made available for use with your eligible Bet, then:
- (a) you will see Jump Off Tool icon underneath or beside your selection in your 'Quick Slip' on the Betting Platform;
 - (b) Once your Bet is placed and transferred to your Bet Slip, you will be able to view the Jump Off countdown timer bar, which will be visible before and during the eligible race;



- (c) If you wish to use the Jump Off Tool in connection with your Bet, you must click on the 'Jump Off' button/icon in order to submit your request to use the Jump Off Tool with your Bet ('Jump Off Request')
 - (d) A Jump Off Request must be made prior to the expiry of the period in which the Jump Off Tool can be used as indicated on the timer bar on your Bet Slip ('Jump Off Period');
 - (e) once Jump Off Period has expired, you will not be able to submit a Jump Off Request for that Bet.
- 9.11 The maximum eligible Bet that can be used with the Jump Off Tool is **\$500.00**, unless otherwise offered or agreed to by NEDS.
- 9.12 If a Jump Off Request is received and approved by NEDS, you will be entitled to get out of your Bet early and secure a return of your Bet stake (up to a maximum of \$500) ('Jump Off Refund').
- 9.13 Your Jump Off Refund will not be deemed to have been approved and processed by NEDS until you receive confirmation in your Bet Statement.
- 9.14 If there is a time out or other intermittent failure of your internet connection to the NEDS Betting Platform between the time you submit a Jump Off Request until when you receive confirmation that the Jump Off Request has been accepted or rejected ('Pending Request'), you may not be able to use Jump Off Tool on another Bet until such confirmation of the outcome of the Pending Request is displayed in your Bet Statement.
- 9.15 NEDS is not liable for any loss you may incur in connection with your use of the Jump Off Tool or NEDS accepting or denying your Jump Off Request (including due to a delay in NEDS accepting or denying a Jump Off Request or processing a Jump Off Refund).
- 9.16 Each eligible customer will be allocated a fixed quota they can use the Jump Off Tool in each 24 hour period, at NEDS' sole and absolute discretion. The allocated quota of uses of the Jump Off Tool will reset at midnight (AEST) each day and any unused quota for that day will expire and will not roll-over to the next day.
- 9.17 All Jump Off Refunds shall be processed as real cash and shall be deposited into and form part of your 'Cash Balance' as defined in Clause 3 above.
- 9.18 Notwithstanding Clause 9.4 above, if your Bet is subject to a Jump Off Refund, the Bet will not count towards meeting the Turnover Requirements as set out in Clause 3.3 above.
- 9.19 NEDS reserves the right to change, suspend or remove the availability of Jump Off Tool at any time.

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9.20 NEDS reserves the right to void any Bets placed using the Jump Off Tool if there has been an obvious and manifest error by NEDS and/or a breach of the Terms and Conditions by the Customer.

10. PRICE BOOST TOOL

10.1 NEDS proprietary instant odds enhancer known as the 'Price Boost Tool' if available, shall be governed by these General Promotional Terms and Conditions, in addition to the Account and Betting Platform Terms of Use and the Betting Rules.

10.2 NEDS may, in its absolute discretion, make the Price Boost Tool available to eligible Customers for use in selected markets, events or types of Bets.

10.3 The Price Boost is not available for use in conjunction with any other Promotional Offer or Promotional Tool.

10.4 The Price Boost Tool is only available for use with single 'win' only Bets. 'Win' portion of each-way Bets are not eligible for use with the Price Boost Tool.

10.5 The Price Boost Tool is not available for use on 'Multi-Bets', 'Exotic Bets' or 'Future Bets' as defined in the NEDS Betting Rules.

10.6 The Price Boost Tool is only available for use on Eligible Australian and New Zealand metropolitan racing events only (thoroughbred gallopers, trotters and greyhounds).

10.7 The Price Boost Tool is available for Bets placed on the NEDS Betting Platform or for Bets placed by telephone.

10.8 If the Price Boost Tool is made available for use in conjunction with your eligible Bet, then:

- (a) you will see the Price Boost Tool icon underneath or beside your selection in your 'Quick Slip' on the Betting Platform;
- (b) If you wish to use the Price Boost Tool in connection with your Bet, you must click on the Price Boost button/icon in order to activate the Price Boost Tool;
- (c) once the Price Boost Tool is selected, the enhanced odds which may be available to place your Bet at will appear in the Bet Slip;
- (d) If you wish to use the Price Boost Tool to place your Bet at the enhanced odds displayed, you must ensure that the Price Boost Tool button/icon is selected before proceeding to place your Bet ('Price Boost Request');

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- (e) Once your Price Boost Request is made and applied to your Bet, if your selection is a resulting/winning Bet, and you will be paid out at those enhanced odds.
- 10.9 The maximum eligible Bet that can be used with the Price Boost Tool is **\$1,000.00**, unless otherwise offered or agreed to by NEDS.
- 10.10 The Price Boost Request will not be deemed to have been accepted by NEDS and applied to your Bet until you receive confirmation in your Bet Statement.
- 10.11 If there is a time out or other intermittent failure of your connection to the NEDS Betting Platform between the time you submit a Price Boost Request until when you receive confirmation that the Price Boost Request has been accepted or rejected ('Pending Request'), you may not be able to use the Price Boost Tool on another Bet until such confirmation of the Pending Request is displayed in your Bet Statement.
- 10.12 Each eligible Customer will be allocated a fixed number of times they can use the Price Boost Tool in each 24 hour period at NEDS sole and absolute discretion. The allocated quota of uses of the Price Boost Tool will reset at midnight (AEST) each day and any unused quota for that day will expire and will not roll-over to the next day.
- 10.13 **Scratching's**
- (a) If the Price Boost Tool is used to place a Bet on a runner which is subsequently scratched, your Bet will be refunded in accordance with the scratching rules contained in the NEDS Betting Rules, and your Price Boost Tool allocation for that day may be used again on another race.
 - (b) Your Price Boost Tool allocation should reappear in your Account within 1 (one) hour of the scratching. If it has not been reallocated within this time frame, contact Customer Support for assistance.
- 10.14 **Abandoned Races**
- (a) If the Price Boost Tool is used to place a Bet on a runner in a race which is subsequently abandoned, then your Bet will be refunded as per NEDS Betting Rules and your Price Boost Tool allocation for that day may be used again on another race.
 - (b) Your Price Boost Tool allocation should reappear in your Account within 1 (one) hour of the race being abandoned. If it has not been reallocated within this time frame, contact Customer Support for assistance.

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- 10.15 NEDS reserves the right to change, suspend or remove the availability of Price Boost Tool at any time.
- 10.16 NEDS reserves the right to void any Bets placed using the Price Boost Tool if there has been an obvious and manifest error by NEDS (for example if Price Boost Tool incorrectly increases quoted odds by 100% instead of 10%) and/or a breach of any of the Terms and Conditions by the Customer.

11. **BACKUP TOOL**

- 11.1 The Backup Tool, and any Bets in respect of which Backup Tool if available, shall be governed by these General Promotional Terms and Conditions, in addition to the Account and Betting Platform Terms of Use and the Betting Rules.
- 11.2 NEDS may, in its absolute discretion, make the Backup Tool available to eligible Customers for use in selected markets, events or types of Bets.
- 11.3 The Backup Tool is not available for use in conjunction with any other Promotional Offer or Promotional Tool.
- 11.4 The Backup Tool is only available for use with single 'win' only Bets. 'Win' portion of each-way Bets are not eligible for use with the Backup Tool.
- 11.5 The Backup Tool is not available for use on 'Multi-Bets', 'Exotic Bets' or 'Future Bets' as those terms are defined in the NEDS Betting Rules.
- 11.6 The Backup Tool is only available for use on eligible racing events only where six (6) or more runners start the race.
- 11.7 The Backup Tool is available for Bets placed on the NEDS Betting Platform or for Bets placed by telephone.
- 11.8 If Backup Tool is made available for use with your eligible Bet, then:
- (a) you will see Backup Tool button/icon underneath your selection on your 'Quick Slip' displayed on the Betting Platform;
 - (b) Once your Bet is placed on your selection in the eligible race or event ('Selected Runner'), you will be able to select another runner in the same race as your Selected Runner ('Backup Runner') at no additional cost (other than the amount of the Bet stake placed on your Selected Runner);



- (c) If you wish to use the Backup Tool in connection with your Bet, you must click on the Backup Tool button/icon to submit your request to use the Backup Tool ('Backup Request');
 - (d) If your Backup Request is accepted by NEDS and your Selected Runner comes second, but your Backup Runner wins, then you will get a cash payout equal to the amount of the Bet on your Selected Runner (**up to maximum of \$500.00**) ('Backup Payout').
- 11.9 Your Backup Request cannot be cancelled or changed once it has been submitted by you, even if the amount of your Bet on your Selected Runner is partially accepted by NEDS after you have made the Backup Request.
- 11.10 Your Backup Request will not be deemed to have been approved and processed by NEDS until you receive confirmation in your Bet Statement.
- 11.11 If there is a time out or other intermittent failure of your connection to the NEDS Betting Platform between the time you submit a Backup Request until when you receive confirmation that the Backup Request has been accepted or rejected ('Pending Request'), you may not be able to use the Backup Tool on another Bet until such confirmation of the Pending Request is displayed in your Bet Statement.
- 11.12 Each eligible customer will be allocated a fixed number of times they can use the Backup Tool in each 24 hour period at NEDS' absolute discretion. The allocated quota of uses of the Backup Tool will reset at midnight (AEST) each day and any unused quota for that day will expire and will not roll-over to the next day.
- 11.13 All Backup Payouts are determined on final race results only and shall not be paid on interim results or results that are subject to a protest. Backup Payouts will be paid within 24 hours of the final results being determined.
- 11.14 All Backup Payouts shall be processed as real cash and shall be deposited into and form part of your 'Cash Balance' as that term is used in the Turnover Requirements set out in Clause 3 above.
- 11.15 **Scratchings**
- (a) If your Backup Runner is scratched, then your Bet on your Selected Runner stands, but your Backup Tool allocation for that day may be used again on another race.
 - (b) If your Selected Runner is scratched, your Bet will be refunded in accordance with the scratching rules contained in the NEDS Betting Rules, and your Backup Tool allocation for that day may be used again on another race.

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- (c) Your Backup Tool allocation should reappear in your Account within 1 (one) hour of the scratching. If it has not been reallocated within this time frame, contact NEDS Customer Support for assistance.

11.16 **Dead Heats**

- (a) If your Selected Runner and your Backup Runner tie for first place, then the Bet on your Selected Runner will be paid out in accordance with the Dead Heat Rules set out in Clause 2.15.3 and 2.15.4 of the Betting Rules, but no Backup Payout will be paid on the Backup Runner.
- (b) If there is a tie for first between your Backup Runner and another runner (ie. your Selected Runner finishes third or lower), no Backup Payout will be paid on your Backup Runner.

11.17 **Abandoned Races**

If the race featuring your Selected Runner and your Backup Runner is abandoned, then your Bet will be refunded as per NEDS Betting Rules and your Backup Tool allocation for that day may be used again on another race.

- 11.18 NEDS reserves the right to change, suspend or remove the availability of Backup Tool at any time.

- 11.19 NEDS reserves the right to void any Bets placed using the Backup Tool if there has been an obvious and manifest error by NEDS and/or a breach of any of the Terms and Conditions by the Customer.

12. **FLUC-UP TOOL**

- 12.1 The Fluc-Up Tool, and any Bets in respect of which Fluc-Up Tool is available, shall be governed by these General Promotional Terms and Conditions, in addition to the Account and Betting Platform Terms of Use and the Betting Rules.
- 12.2 NEDS may, in its absolute discretion, make the Fluc-Up Tool available to eligible Customers for use in selected markets, events or Bet types.
- 12.3 The Fluc-Up Tool is not available for use in conjunction with any other Promotional Offer or Promotional Tool.
- 12.4 The Fluc-Up Tool is only available for single 'win' only Bets. The 'win' portion of an each-way Bet is not eligible for use with the Fluc-Up Tool.

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- 12.5 The Fluc-Up Tool is not available for use on 'Multi-Bets', 'Exotic Bets' or 'Future Bets' as those terms are defined in the NEDS Betting Rules.
- 12.5 The maximum eligible Bet that can be used with the Fluc-Up Tool is **\$500.00**
- 12.6 The Fluc-Up Tool is only available for use on Eligible Australian and New Zealand metropolitan racing events only (thoroughbred gallopers, trotters and greyhounds).
- 12.7 The Fluc-Up Tool is only available for Bets placed on the Neds Betting Platform (either the desktop version or using the Neds smartphone App) and is not available in respect of Bets placed by telephone.
- 12.8 The Fluc- Up Tool is only available for use once per race.
- 12.9 If the Fluc-Up Tool is made available for use in conjunction with your eligible Bet, then:
- (a) you will see Fluc-Up Tool button/icon underneath your selection on your 'Quick Slip';
 - (b) Once the Bet on your selection is accepted and appears in your Bet Slip, you will have the option to use the Fluc-Up Tool on your selected runner, by clicking on the 'Fluc-Up' button/icon ('Fluc-Up Request');
 - (c) Your Fluc-Up Request must be made **within 5 minutes of your Bet being accepted** as indicated by the countdown timer displayed next to your selection in your Bet Slip ('Fluc-Up Activation Period');
 - (d) If your Fluc-Up Request is made within the Fluc-Up Activation Period , then **if** the market odds for your selected runner fluctuates out / upwards at any time during the Fluc-Up Activation Period (in accordance with the market fluctuation data displayed on the Betting Platform), then the odds for your selection will automatically be adjusted to the **next highest fluctuating odds** for your selection from those which were current when the Bet was placed, so that if your selection is a resulting/winning Bet, and you will be paid out at that next highest fluctuation odds, rather than the lower odds at which the Bet was placed.
- 12.10 Your Fluc-Up Request will not be deemed to have been approved and processed by NEDS until you receive confirmation in your Bet Statement.
- 12.11 Once a Fluc-Up Request is made and processed, your Fluc-Up Tool will be deemed to have been consumed, notwithstanding there is no market fluctuation out / upwards in the odds on your selection during the Fluc-Up Activation Period.

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- 12.12 If there is a time out or other intermittent failure of your connection to the NEDS Betting Platform between the time you submit a Fluc-Up Request until when you receive confirmation that the Fluc-Up Request has been accepted or rejected ('Pending Request'), you may not be able to use the Fluc-Up Tool on another Bet until such confirmation of the Pending Request is displayed in your Bet Statement.
- 12.13 Each eligible customer will be allocated a fixed number of times they can use the Fluc-Up Tool in each 24 hour period at NEDS' absolute discretion. The allocated quota of uses of the Fluc-Up Tool will reset at midnight (AEST) each day and any unused quota for that day will expire and will not roll-over to the next day.
- 12.14 You can only use of the Fluc-Up Tool once per race. The Fluc-Up Tool will be deemed to have been consumed and will not be available for use with any other Bets that day, if there is a time out or other intermittent failure of your connection to the Neds Betting Platform between the time you activate the Fluc-Up Tool for a race to when it is displayed in your Bet Slip as having been applied to your Bet.
- 12.15 NEDS reserves the right to change, suspend or remove the availability of Fluc-Up Tool at any time.
- 12.16 NEDS reserves the right to void any Bets placed using the Fluc-Up Tool if there has been an obvious and manifest error by NEDS and/or a breach of any of the Terms and Conditions by the Customer.