TERMS AND CONDITIONS

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TERMS OF USE

These Terms and Conditions govern how you are permitted to operate and interact with your Customer Record and Account. It is important that you are familiar with these Terms and Conditions (including any amendments) for the lifetime of your Customer Record or Account. Below is a summary of some requirements of our Terms of Use:

- In order to provide you with an Account, we are required by law to verify your identity. It is essential that your personal details which are provided to us on Creation of your Customer Record are accurate, and you update them with us whenever they change so that we can contact you. If you do not provide accurate details for your Customer Record, we will be unable to offer you an Account and you will be in breach of our Terms and Conditions.
- Only you are permitted to establish, access and use your Customer Record or Account. If you permit any other person to establish, access or use your Customer Record or Account, you will be in breach of our Terms and Conditions.
- You cannot have an Account with us if it is illegal or a breach of these terms for you to open an Account or bet with us based on your Jurisdiction. Please check clause 6 and the relevant laws in your Jurisdiction.
- Breaching the Terms and Conditions can have serious consequences. If you have any questions about our Terms and Conditions, you should contact our Customer Support Team. Contact details for Customer Support are available on the contact us section of the Website.

1. DEFINITIONS

In these Terms and Conditions, the terms "**we**", "**us**", or "**our**", refer to Entain Group Pty Ltd ABN 25 151 956 768 and the following meanings apply unless a contrary intention appears:

Access Details means the unique username and password that are assigned to you when you create a Customer Record with us.

Account means a unique betting account that has been issued to you by us at your request, being a Ladbrokes or Neds account, as applicable, and which has successfully satisfied identify verification requirements under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

Betting Activity means placing a bet with us, making a deposit into your Account, or making a withdrawal of eligible funds from your Account.

Claims includes all claims, losses, liabilities, damages, costs and expenses (including legal fees).

Corporations Act means the *Corporations Act 2001* (Cth).

Customer Record means the unique user record that is assigned to you by us at your request, but which does not include the provision of any designated gambling services as defined under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

Device means any hardware or equipment by which you access, use or otherwise interact with your Customer Record or Account or our Platforms, including mobile phones, smart phones, telephones, tablet computers, laptop computers and desktop computers.

Entain Group means LB Australia Holdings Pty Ltd (ABN 96 165 597 482) and its Related Bodies Corporate.

Indemnified Parties means the Entain Group and our respective officers, directors, employees, contractors, agents and suppliers.

Jurisdiction means the jurisdiction in which you live or from which you access our Platforms (as applicable).

North American Sports includes Baseball, American Football, Basketball and Ice Hockey and the competitions of these sports that primarily take place in North America.

NTRWC means Northern Territory Racing and Wagering Commission.

Official Starting Time is that time stated by the controlling body for the relevant event.

Platform means our telephone betting facilities (including Call Me), our Websites, our downloadable software applications, any other method by which we allow you to access or use your Account, or otherwise interact with us, and any derivative or white label version of any of these.

Related Body Corporate has the same meaning that it has in the Corporations Act.

Terms and Conditions includes these Terms of Use, and the other documents listed in clause 3.2, as amended from time to time.

Tote refers to one of the three Australian totalisator pools.

Website means the websites located at ladbrokes.com.au, neds.com.au and any derivative or white label version thereof, as applicable.

Win Limits includes all winnings derived from wagers placed by one individual or entity, or group deemed to be acting on behalf of any one individual or entity, on the individual events, regardless of whether the event is included as an element of a multiple, a group of multiples, or as a single wager.

2. INTERPRETATION

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.

3. INTRODUCTION

3.1 You agree that when you:

(a) access or use any section of our Website;

(b) apply to create a Customer Record with us;

(c) open an Account with us; and/or

(d) access, download or use any of our Platforms,

you are deemed to have read and understood, and agreed to be bound by, the Terms and Conditions.

3.2 Please read the Terms and Conditions carefully. The Terms and Conditions constitute your agreement with us and consist of:

(a) these Terms comprising:

(i) Terms of Use;

(ii) Promotional Terms and Conditions,

(b) Racing Rules;

(c) Sports Betting Rules;

(d) Privacy Policy;

(e) Statement of Notifiable Matters.

3.3 Your continued use of the Website or our Platforms will constitute acceptance of the Terms and Conditions. If you do not accept the Terms and Conditions, please do not access or use any section of our Website, apply to create a Customer Record or open an Account with us, or access, download or use any of our Platforms.

3.4 In the event of any conflict or inconsistency between the Terms and Conditions, the order of precedence is as set out in clause 3.2.

3.5 You acknowledge that when you create an Account and place a bet with us, there is a risk of losing money through our Platforms and you accept full responsibility for any such loss. Your use of our Platforms and your Account are at your sole option, discretion and risk. You may close your Account at any time in accordance with clause 21.1.

3.6 All bets made with us are considered to be placed and received in the Northern Territory and are processed by us on our servers in the Northern Territory, in accordance with our licence. We are licensed and regulated by the NTRWC.

4. CHANGING THE TERMS AND CONDITIONS

4.1 We reserve the right to make changes to our Terms and Conditions at any time in accordance with this clause.

4.2 Where there is a significant change to the Terms and Conditions that will be detrimental to you, we will notify you of the change by an appropriate method (for example, by email or via a notice in our newsletter) a reasonable time before the change comes into effect. If you do not accept the change notified you should close your Customer Record or Account before the change takes effect.

4.3 All other changes will be published on our Terms and Conditions webpage at or before the time the change(s) come into effect.

4.4 It is your responsibility to ensure that you agree with any changes made to the Terms and Conditions, and your continued use of our Platforms, your Customer Record or your Account once a change takes effect will be deemed to be your acceptance of that change.

5. ACCESS TO AND USE OF OUR PLATFORMS

5.1 Access to our Platforms is permitted on a temporary basis, and we reserve the right to withdraw, suspend or amend any aspect or feature of our Platforms at any time without notice, including for legal or commercial reasons, maintenance or other reasonable purposes. If the need arises, we may suspend access to our Platforms. Subject to your rights under the Australian Consumer Law, we will not be liable if, for any reason, our Platforms or any part thereof are unavailable at any time or for any period.

5.2 We may change the content (including betting products or elements of the betting product) of our Platforms at any time, provided such changes do not adversely affect events and/or bets already in progress.

5.3 You are only permitted to use our Platforms for your own personal use. You are not permitted to use our Platforms for commercial use, unless you have our express prior written consent. You must not provide access to, or reproduce our Platforms, or any part of them, without our express prior written consent.

5.4 You must not use our 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 Customer Record or Account and/or your access to our Platforms if we reasonably consider that you are in breach of this clause, for example, if your username or security question are offensive or inappropriate.

5.5 You must not misuse our Platforms or expose them to risk, 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 Platforms.

5.6 You are solely responsible for arranging your own access to our Platforms, including covering all costs for accessing our Platforms such as telecommunication and internet service provider charges. We will not be liable for any losses caused to you in connection with internet networks or any telecommunications service provider you have engaged or any equipment or facilities you use in order to access our Platforms.

5.7 We cannot guarantee that our Platforms will be compatible or operate with any hardware or software that may be used by you.

5.8 If you want to report an error in relation to a Platform or have any questions please contact our Customer Support Team.

5.9 Residents in Jurisdictions outside of Australia may not have access to all features of our Platforms or Accounts, including deposit and withdrawal methods.

6. RESTRICTED JURISDICTIONS

6.1 We have restrictions in regards to opening Accounts and taking bets from residents in certain Jurisdictions outside of Australia and New Zealand. You agree that you will not open an Account unless you are resident in either Australia or New Zealand.

6.2 You may only access or use our Platforms if it is legal for you to do so within the Jurisdiction you are physically present in. You warrant to us at all times that it is not illegal in the relevant Jurisdiction for you to access or use our Platforms.

6.3 It is your responsibility to ascertain whether it is legal to access or use your Account and our Platforms from any Jurisdiction that you are physically present in at the relevant time, and where relevant you must comply with the gambling laws of that Jurisdiction at all times in doing so.

6.4 We reserve the right to request proof of residence or location from you at any time, including if you wish to use a bank card issued in a foreign Jurisdiction.

6.5 The accessibility of your Account and our Platforms in any jurisdictions in which our products and services are illegal, does not constitute an offer, solicitation or invitation by us for the use of our Platforms or placing a bet with us. Under no circumstances will we be liable for any breach of law that may occur as a result of your ability to open an Account, access or use of our Platforms, or placing a bet with us where you have not complied with this clause 6.

6.6 We reserve the right to void any bets and close your Account if you open an Account or place any bets whilst physically located in a jurisdiction that has laws, regulations or other rules in place making it unlawful for you to do so. You are not entitled to any winnings that would otherwise accrue if you access or use our Platforms and/or place a bet whilst you are located in any Jurisdiction where it is illegal for you to take those actions.

7. YOUR CUSTOMER RECORD

7.1 In order to access our Platforms or to open an Account with us, you must first create a Customer Record.

7.2 Your Customer Record is not an Account. In order to open an Account with us and access our betting products and services, you must first allow us to verify your identity in accordance with our obligations under the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth). We may also be required to verify your identity at other times while you hold an Account and if so, we will explain the reasons for this.

7.3 You must ensure that the details you provide when you create your Customer Record (including but not limited to your address (meaning your usual place of residence), telephone numbers and email address) are accurate and complete, including the correct spelling of your details.

7.4 Where you send identification documents to us, they must be clear and legible. We may also require you to provide originals or certified copies. If the documents are not in English, we may request that they be translated in a manner that is suitable to us. You will be required to provide Primary and/or Secondary identification documents that satisfy the table below (and in some cases we may require additional documents):

Primary Photographic Identification		**Primary non-Photographic Identification**	**&**	**Secondary Identification**
Australian Driver's Licence	**Or**	Australian Birth Certificate		Utility bill (to be issued within the last 3 months)
Australian Passport		Australian Citizenship Certificate		Rates notice (to be issued within the last 3 months)
Foreign Passport		Australian Concession Card		Bank statement (to be issued within the last 3 months)
Australian Proof of Age Card		Foreign Birth Certificate*		Centrelink statement (to be issued within the last 3 months)
Australian National identity Card		Foreign Citizenship Certificate*		ATO assessment notice (to be issued within the last 12 months)
Foreign National Identity Card*				
Foreign Driver's Licence*				

Where a **Primary Photographic Identification** does not confirm your residential address, you may also be required to provide a copy of **Secondary Identification**.

*Foreign Identification Documents that are not in English must be accompanied by an English translation by an accredited Translator.

7.5 For the purpose of verifying identity, you consent to your personal information being disclosed to our verification agent(s), which will act as your intermediary, for the purpose of exercising your right under the *Australian Privacy Act 1988* (Cth), to access personal information lawfully held about you by third parties. You consent to those third parties using verification results for the purpose of monitoring and improving their verification services.

7.6 You must not create or attempt to Create a Customer Record using another person's identity (including but not limited to using another person's name, date of birth, address, telephone number, email address or debit card details) or incorrect details.

7.7 We do not permit more than one Customer Record per person per brand without our express approval. We may at our discretion restrict you to one Customer Record with us across our two brands, ladbrokes.com.au and neds.com.au.

7.8 Your Customer Record is for your own personal use. You must not permit another person to access your Customer Record.

7.9 You may close your Customer Record at any time in accordance with clause 22.1.

8. YOUR PARTICIPATION

8.1 You may only use our Platforms, create a Customer Record and/or open an Account with us if you are at least 18 years old and have attained the legal gambling age in your Jurisdiction.

8.2 If we discover that you are under 18 years old or under the legal gambling age in your Jurisdiction and have used our Platforms, we will not be obliged to pay any winnings which might otherwise have been payable to you in respect of any bet you placed.

8.3 If we are unable to verify your age, we may restrict you from withdrawing funds from your Account and/or prevent you accessing your Account and our Platforms until your age has been verified.

8.4 You must not access, operate or use or attempt to access, operate or use another person's Customer Record or Account.

8.5 You must ensure that the details you provide when you create your Customer Record are kept up to date with us. You can access your details via logging in to our Platforms. You can update your details by emailing the Customer Support Team.

8.6 On any transaction using a debit card, we may verify the card you are seeking to use by charging that card with a small authorisation amount and asking you to confirm the exact amount in accordance with our instructions. You will not be permitted to withdraw any funds from your Account until you have correctly verified the amount charged. If you do not successfully verify the authorisation amount charged to your card within 14 days, it will be released.

8.7 Where you have used a debit card in relation to your Account, we may also require you to provide us with a legible copy of both sides of the card.

8.8 We may not be able to verify other cards you seek to use on your Account until any previous verification issues have been resolved in accordance with our requirements. You will not be permitted to withdraw any funds from your Account until you have verified all debit cards you have sought to use on your Account in accordance with these Terms and Conditions.

8.9 You agree that you will not be abusive or threatening toward our staff when communicating with us.

9. YOUR ACCOUNT WITH US

9.1 We will only provide you with an Account once you have created a Customer Record and we have verified your identity in accordance with clause 7.

9.2 Your Account is for your own personal use. You must not permit another person to access your Account and you must not use your Account on behalf of or for the benefit of another person.

9.3 Your Account is not a bank account and is therefore not insured, guaranteed, sponsored or otherwise protected by any deposit or banking insurance system or by any other similar insurance system.

9.4 Interest is not paid on monies held in your Account.

9.5 Monies deposited to your Account are held in a normal bank account in our name, and are not held on trust for you. We maintain separate bank accounts which contains sufficient funds to cover all Account holders' funds.

9.6 We do not permit more than one Account per person per brand without our express approval. We may restrict you to one Account with us across our two brands: ladbrokes.com.au and neds.com.au.

9.7 If you have more than one Account in your name (including any Accounts you opened with misspellings or different variations of your name) and we reasonably believe that multiple Accounts have been opened or used in breach of these Terms and Conditions, we may close all of your Accounts, or close all of your Accounts except for one (1) (the Account you retain will be determined at our discretion). If we allow you to retain one Account, funds in that Account may be frozen by us for as long as it takes us to ascertain whether or not there has been any other breach of the Terms and Conditions. We will be entitled to declare all bets placed under any duplicate Account(s) as void and withhold any winning payments.

9.8 In order to comply with our "Know Your Customer" obligations we may request you to provide information about, and evidence of, how you fund your wagering Account (known as Source of Funds/Source of Wealth). After receiving such a request you will have a reasonable time (usually 14 days) to provide the information requested. If you fail to do so within the permitted timeframe, we reserve the right to temporarily suspend your Account/s until such time as the information is provided.

9.9 If you make a request under the minimum bet limits of a State or Territory, we may request additional documentation from you even if you have provided this previously.

9.10 We may impose any limits or conditions on any person who opens or attempts to open an Account where the Device or network is shared (including within a particular residential address) or otherwise unsecure where we reasonably believe that the shared Device or network have been used in breach of these Terms and Conditions.

9.11 We may require you to register your Devices to your Account and restrict the use of your Account to no more than two unique Devices at any time where we reasonably believe that multiple Devices have been used in breach of these Terms and Conditions.

9.12 If we reasonably believe that you have breached the Terms and Conditions or a relevant law, or there has been unusual activity on your Account, we may do one or a combination of the following:

(a) suspend or terminate your Account;

(b) restrict you from withdrawing funds from your Account;

(c) prevent you from accessing your Account and our Platforms;

(d) require you to go through an Account reactivation process; and

(e) require you to provide any additional information that is necessary for us to conduct an investigation and/or verify your compliance with the Terms and Conditions (including a statutory declaration, identification documentation or authority to verify information with your financial institution) even if you have provided this previously.

9.13 If your account has been introduced by an affiliate, a commission payment may be made to the affiliate.

9.14 You may close your Account at any time in accordance with clause 21.1.

10. SECURITY OF YOUR CUSTOMER RECORD & ACCOUNT

10.1 When you create your Customer Record, you select your Access Details. You must not disclose your Access Details to anyone and you must ensure they are stored securely.

10.2 If you lose or forget your Access Details, or if there is a possibility that your Access Details have been compromised or become known to a third party, you must contact our Customer Support Team immediately so that we can issue you with new Access Details.

10.3 If you lose your Device or believe that a third party has access to it, you must contact us immediately so that we can issue you with new Access Details.

10.4 You are solely responsible for all bets placed via your Account where your Access Details have been used to access or operate your Account. If another person accesses your Account using your Access Details, you are solely responsible for their actions and liable for any bets placed or other transactions conducted (such as withdrawals), whether or not their access was authorised by you. You agree to indemnify the Indemnified Parties from all Claims relating to the access or use of your Customer Record, your Account and our Platforms where your Account has been accessed with your Access Details, except to the extent caused by mistake, fraud, negligence or wilful misconduct of Entain Group.

10.5 If you have software on your Device that remembers or retains your Access Details (or part of your Access Details), or you select an option in our Platform that remembers or retains your Access Details (or part of

your Access Details) for a certain period of time or indefinitely, or keeps you logged into our Platforms for a certain period of time, or you do not manually log out of our Platforms, you remain solely responsible for any bets placed or other transactions conducted (such as withdrawals) using your Account on the basis that you have voluntarily chosen to accept the risk that this will occur.

11. YOUR WARRANTIES

11.1 By creating a Customer Record with us and every time you access or use our Platforms you warrant to us and agree that you:

(a) are at least 18 years of age and are above the legal gambling age in your Jurisdiction;

(b) are legally capable of entering into binding contracts, and have legal capacity to do so;

(c) are legally able to access and use our Platforms from your Jurisdiction;

(d) have not self-excluded from gambling with us or with any other wagering operator;

(e) will not allow any third party (including a minor) to, directly or indirectly, access or use your Customer Record or your Account including but not limited to, making deposits into or withdrawals from your Account or placing bets using your Account;

(f) will make every effort to prevent the use of your Customer Record or your Account by any third party;

(g) are operating your Account and placing bets on your own, without the direct or indirect assistance of any third party;

(h) will not use your Account on behalf of, under the instruction of, or for the benefit of any other party, and will not enter into any agreements (contractual or otherwise) with any third parties regarding the use of your Account;

(i) have furnished us with your personal details that are valid, accurate and complete in every respect and that you will advise us immediately should any such details change;

(j) are the true and lawful owner of the monies that you deposit into your Account, withdraw from your Account and wager with us, and that you are duly and properly authorised to utilise such monies for the aforementioned purposes;

(k) will not deposit or wager any monies with us that are derived from illegal activities;

(l) will pay all monies owed to us, and will not charge-back, deny, reverse or countermand any such payments;

(m) are wholly responsible for the security and confidentiality of your Access Details;

(n) will be wholly responsible and liable for any transactions (including bets, deposits and withdrawals) conducted using your Account;

(o) have not had an Account that has been previously limited, banned or closed by us or any of our Related Bodies Corporate;

(p) will only deposit funds in your Account from a bank card that is in your name;

(q) will not engage in any manipulation of any price or pools;

(r) are currently resident in either Australia or New Zealand.

11.2 It is a condition of our acceptance of bets from you, and by offering to place a bet with us you warrant that:

(a) you have not breached and will not breach any of the warranties set out in clause 11.1;

(b) you are not prohibited from entering into the bet by any term of your contract of employment or any rule of a racing or sport governing body which applies to you;

(c) you are not aware of any circumstances which would make the placing of the bet a breach of a rule on betting by a racing or sport governing body; and

(d) where the bet is placed on the outcome of a race, competition or other event or process or on the likelihood of anything occurring or not occurring, you do not know the outcome of the event.

11.3 In the event of any of the warranties set out in clause 11.1 or 11.2 proving to be false, or where we have reasonable grounds to believe a warranty is false, your stake(s) will be forfeited and we will not be obliged to pay any winnings which might otherwise have been payable to you or reimburse you for any loss incurred. We may also, acting reasonably, charge you a fee to reimburse us for our costs associated with your breach of a warranty of our Terms and Conditions. We may also report the matter to the police, your parent or guardian, and any appropriate regulatory or law enforcement authority.

12. DEPOSITING AND WITHDRAWING FUNDS

12.1 Account facilities are provided to you solely to enable you to place bets. Deposited funds will not be added to your Account/s until we have successfully verified your identity in accordance with clause 7.

12.2 You must turn over any deposited funds at least once before you can withdraw them. If you appear to be depositing or withdrawing money without genuinely betting, we may suspend your Account for as long as necessary to conduct an appropriate investigation to determine whether there has been a breach of the Terms and Conditions or a relevant law.

12.3 Your Account must not be used as a banking facility. Deposits into your account may only be made with the intention of placing a bet with us or clearing a debt owed to us. Should you make repeated deposits and withdrawals without commensurate bets being placed, we reserve the right to charge to your Account without prior notice, any bank or other charges that we have incurred.

12.4 Where we have incurred banking transaction fees as a result of actions on your Account and you have not bet through or turned over the entire value of your deposit, we will deduct from your Account any bank or other charges that we have incurred plus an administration fee based on a genuine pre-estimate of our staffing and other costs.

12.5 We reserve the right to reject and refund any type of payment presented by you to us as reasonably necessary for legal or commercial reasons without giving reason, irrespective of whether we have previously accepted the same type of payment from you or would usually accept that payment type from another customer.

12.6 If you request a withdrawal from your Account to a bank account in a jurisdiction other than Australia, we may incur a charge from your bank. For any withdrawal of less than $250 (Australian dollars) to such bank accounts, we will pass any charges that we incur from your bank on to you, and you agree that these charges will be withheld from the amount you have withdrawn.

12.7 It is your responsibility to ensure that your bank account details or other nominated withdrawal methods are kept up to date. Failure to maintain up to date details may result in our inability to provide payment of any winnings or other available balance through to you.

12.8 If you deposit funds using a debit card that is not your own, and without limiting our rights under clause 11.1(p) or clause 11.2, we may suspend your Account and request additional information and documentation from you to demonstrate that you are authorised to use the card. This may include the following information relating to the debit card holder:

(a) date of birth (bank card holder MUST be at least 18 years old);

(b) certified copy of ID (driver's licence or passport);

(c) front and back scan of the debit card;

(d) debit card statement;

(e) Medicare card;

(f) a statutory declaration confirming that the deposit was authorised by the card holder; and

(g) full contact details for the card holder.

Your Account may remain suspended until you provide the information requested. In no way does this limit the other remedies that may be available to us in the event that you did not have permission and authorisation to use another person's debit card.

12.9 We no longer accept Flexepin vouchers as a deposit method.

12.10 Withdrawals must be made to your own (or a joint) bank account or other authorised withdrawal method. We reserve the right to reject any withdrawals to a third party, including via third party bank accounts or withdrawal methods. We may suspend any Accounts, without notice, with third party payment details if we reasonably believe that you are in breach of these Terms and Conditions or the transfer may otherwise be in breach of a relevant law.

12.11 If we determine that a deposit into your Account is from a bank account or other funding instrument not in your name, or from monies provided to you by a third party to be used for wagering, then we may elect to refund the deposit directly back to its source. If this determination occurs after bets have been placed on your Account, your bets will be voided and we will not be obliged to pay any winnings which might otherwise have been payable to you or reimburse you for any loss incurred.

13. PLACEMENT OF BETS, INCLUDING REFUSAL AND CANCELLATION

13.1 You acknowledge that we have no obligation to accept any bet or wager that you may wish to place with us. We reserve the right to decline, refuse, or limit, any bet (or part of a bet) that a player wishes to place prior to its acceptance. You acknowledge that when you request a bet, you are providing a maximum value for the amount to be staked on that requested bet, being the stake value entered by you over the internet, or as verbally requested by you over the telephone and that the final amount accepted for your bet may be less than this amount.

13.2 You must exercise your own judgement in choosing to place a bet. You acknowledge that, in placing your bet, you are not relying on any statement of any of our employees or representatives relating to the subject matter of the bet. The terms of your bet may only be varied by oral or written notice given by you to our authorised representative. We reserve the right to refuse part or all of a bet.

13.3 Bets can only be made via telephone or on the internet. All bets placed on your Account must meet the minimum stake requirements below:

(a) a bet placed via the internet must be a minimum of $0.50;

(b) a bet placed via the telephone for live betting sporting events must be a minimum of $5.00;

(c) a bet placed via the telephone for any other sport or racing event must be a minimum of $10.00.

13.4 No bet stands until such time as:

(a) for bets placed via the telephone, the telephone operator has called it back to you and you have confirmed it; for such bets the bet will stand as called by the operator.

(b) you have received a bet confirmation after your bet is processed through our website or app. (If you are in doubt about whether or not a bet has been placed or not, you should check its status in the pending bets screen.)

13.5 No bet may be cancelled, changed, or modified by you, in any way or form once it has been received and accepted by us.

13.6 In the event that a telephone bet has been placed, and the operator has called it back to you, and you have not amended the details of the bet, the bet shall stand as read back to you by the operator. The responsibility to verify that the bet details are correct resides with you, and unless advised by you otherwise at the time of the bet confirmation, you will be deemed to have accepted the bet as repeated back to you by the operator.

13.7 In the case of a bet placed via the Internet, the responsibility to verify that the bet details are correct prior to the submission of a bet resides with you.

13.8 In the event of a system malfunction, all bets which are affected by the malfunction are void.

13.9 We keep a record of relevant information in case of obvious mechanical or human error, including odds, final scores, and related betting proposition statistics.

13.10 We reserve the right to void any or all wagers made by any individual or group of people acting together (or on behalf of another individual or group of people) in an attempt to gain financial benefit through the manipulation of tote based dividends or official starting prices, based on our reasonable suspicion. This can include persons, relatives, organisations, bookmakers and their employees.

13.11 Where we reasonably suspect there has been any form of pool manipulation on any of the Totes we reserve the right to void any or all wagers placed on associated tote based dividends. Where we reasonably suspect that there has been any form of pool manipulation, we reserve the right to limit the total payout to any individual account holder across all bet types to $500 in full settlement of all bets placed on that event.

14. WIN LIMITS

14.1 You acknowledge and agree that for certain bet types your accepted stake or bet may mean that you have the opportunity to win more than a win limit or maximum payout set out in this clause or in our other Terms and Conditions. Even where your approved stake or bet may give you the opportunity to win a higher

amount, you agree that we shall only be obliged to pay to you the win limit or maximum payout specified in this clause or in our other Terms and Conditions such as our Racing Rules. If we impose a win limit or maximum payout on your winning bet and payout, we may refund to you the portion of your stake or bet that, at the designated odds, may have resulted in a payout to you above a win limit or maximum payout.

14.2 Subject to our other Terms and Conditions and in particular other win limits, the maximum payout we shall be obliged to pay to you in respect of any bet is $500,000.

14.3 Subject to our other Terms and Conditions, the maximum payout that we shall be obliged to pay to you in respect of all legs of a winning multi bet (excluding same race multis) is $500,000, regardless of the number of legs included in that multi bet. The maximum payout for a Same Race Multi bet is $300,000 and maximum odds for a Same Race Multi are 10,001. Maximum payout rules apply where a customer places a Same Race Multi, and then subsequently places a duplicate Same Race Multi bet or bets.

14.4 The maximum payout for a Pick Your Own Odds (PYOO) bet is $25,000. The maximum stake for a PYOO bet is $10,000.

15. CASH OUT

15.1 'Cash Out' is a betting product which allows you to take a return on your bet prior to the market(s) in which you placed the bet finalising.

15.2 Cash Out may be available to customers via our Platforms on selected races, sporting events and multi bets (i.e. accumulators). It is not available to all customers, bet types or racing and sporting events.

15.3 In order to avoid the abuse of promotions offered by us from time to time, Cash Out may not be available in respect of bonus bets, bets placed using non-withdrawable funds or any bets placed which would qualify customers to receive a bonus bet, bonus or promotion.

15.4 Whilst we will endeavour to make the Cash Out functionality available wherever possible, it may be unavailable from time to time. We provide no guarantee as to its availability and will not be liable for any losses incurred due to the unavailability of the Cash Out function. We therefore recommend that you do not place bets with the intention of using the Cash Out function as a way of mitigating the liability of your bet. All bets will stand regardless of the availability of the Cash Out feature.

15.5 Following any request to Cash Out your bet, we will notify you whether such request was successful. Cash Out requests are not guaranteed and may be unsuccessful if for example there is a change in the market odds or the market suspends prior to the request being processed.

15.6 In the event that a Cash Out request is unsuccessful, a message will be shown advising this and a new Cash Out offer (if available) may be offered to you.

15.7 In the event that a Cash Out request is successful, a 'success' message will be displayed and your bet will be settled immediately and the Cash Out value returned to your account. Following a successful request, the value returned to your account will be the higher of i) the amount shown on the Cash Out button or ii) in circumstances where the Cash Out Value increases during the period between your initial request to use the Cash Out functionality and your subsequent Cash Out confirmation, the increased sum. The Cash Out value returned is inclusive of the original stake.

15.8 When customers successfully Cash Out this will constitute a settlement of the original bet and any subsequent events will have no impact on the amount returned to your account. All Cash Out transactions remain subject to our standard settlement and bet acceptance rules set out in our Terms of Use.

15.9 In the event that a Cash Out value (or a price relating to a Cash Out value) has been incorrectly offered, we reserve the right to take corrective measures to rectify such errors, including, where applicable, settling the Cash Out request for an amount equivalent to the Cash Out value which would have been available in the absence of such error.

15.10 We reserve the right to amend, suspend or remove Cash Out availability at any time on any market or to any customer.

16. PAYMENT OF WINNINGS

16.1 Returns due on bets placed in your Account will be added to your balance as winnings once the bet has been settled. This balance will remain in your Account unless you submit a request that part, or all, of the outstanding balance be returned to you, subject to clause 16.2. If your balance is zero, you will be required to transfer more funds into your Account before you are able to place any bet.

16.2 Without limitation, we reserve the right to withhold or delay the payment of withdrawals from your Account where:

(a) we reasonably believe that the withdrawal is being made by another person and not by you;

(b) we reasonably believe that one or more deposits were made by another person and not by you;

(c) moneys deposited in your Account have not been received in our bank account in clear funds;

(d) you have not bet through or turned over each amount deposited in your Account at least once (unless approved by us); or

(e) you have not verified your credit or debit cards in accordance with clause 8.

16.3 You are responsible for reporting your winnings and losses, if such reporting is required by your local law or tax or other authorities.

17. ACCOUNT CORRECTION

17.1 Where, in respect of any of our betting products or an event within a betting product, we make a material error (whether human or otherwise), we will be entitled to declare the transaction void and withhold any winning 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. You also give us permission to adjust your Account (or make a withdrawal from another account you have with us that we have access to) to reflect the true outcome, rectify the error and reclaim any funds paid to you erroneously.

17.2 You agree to promptly inform 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, including where funds are credited to your Account in error. Unless we notify you otherwise, any bets or transactions relating to funds that are in your Account due to error will be void.

18. ERRORS IN RELATION TO MARKETS

18.1 If a bet is accepted in error by us on an event or outcome and the error is material, the bet will be void and your stake returned. Examples of this include, but are not limited to, human errors or system problems where a bet is accepted at a price (which includes the odds, line, 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. A bet in this context includes a single bet and a multiple bet.

19. REFUSAL TO REGISTER, SUSPENSION AND TERMINATION OF CUSTOMER RECORD & ACCOUNT

19.1 We have no obligation to:

(a) accept or retain any person as a customer; or

(b) provide or continue to provide you with a Customer Record or an Account,

where we reasonably believe that there has been a breach of the Terms and Conditions by you, a breach of relevant law or where it is commercially unreasonable for us to do so.

19.2 We may suspend or terminate your Customer Record or Account at any time for legal reasons or where we have reason to believe that you are in breach or may be in breach of these Terms and Conditions. Without limiting the preceding sentence, we may close or suspend your Customer Record or Account if:

(a) you have permitted another person to use your Customer Record or Account or disclosed your Access Details to another person;

(b) you have permitted a minor to use your Customer Record or Account or have disclosed your Access Details to a minor;

(c) you are an employee or agent of a wagering operator;

(d) you become bankrupt;

(e) clause 23 applies;

(f) you have used our Platforms in a fraudulent manner or for illegal, unlawful or improper purposes;

(g) you have used our Platforms in an unfair manner or have deliberately cheated or taken unfair advantage of us or any of our customers;

(h) you have been abusive or threatening toward our staff;

(i) you have not provided us with identification we have requested;

(j) we are directed or requested to do so by a government agency, the police, a regulatory authority, a racing or sporting body, or a court; or

(k) we consider that any of the events referred to in (a) to (j) above may have occurred or are likely to occur.

19.3 If we close or suspend your Customer Record or Account for any of the reasons referred to above, then clause 21 applies.

20. CONSEQUENCES OF SUSPENSION OR TERMINATION

20.1 Subject to this clause 21, you agree that we shall not be liable to you for any termination of your Customer Record or Account or your use of our Platforms, except in the case of mistake, fraud, negligence or wilful misconduct by Entain Group.

20.2 Except in the case of mistake, fraud, negligence or wilful misconduct by Entain Group, your sole remedy in the event of termination of your Customer Record or Account shall be the reimbursement of any undisputed Account balance you may have and we shall have no further liability to you whatsoever. Where we suspend or terminate your Account in accordance with our Terms and Conditions and you have placed any bets in relation to events which have not yet taken place at the time of the suspension or termination of your Account, we reserve the right to treat such bets as void, with the stake being returned to you. Any outstanding balance will be paid to you in accordance with the Depositing and Withdrawing Funds section of our Terms and Conditions and where this is not possible, by a method of payment determined by us.

20.3 Upon termination of your Customer Record or Account, you agree and acknowledge that your rights to use our Platforms will immediately terminate and you will remove any software provided to you or downloaded from our Websites or Platforms.

20.4 If we suspend or terminate your Account we have the right to do any one or more of the following, acting reasonably:

(a) 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;

(b) treat as forfeited to us (for us to disburse to appropriate third parties, if required) any disputed funds, whether such disputed funds are deposits, winnings, refunds, bonuses, free monies, credits, bonus bets, payouts or the like;

(c) withhold payment to you of any amounts in your Account that have been deposited or won in breach of the Terms and Conditions;

(d) treat as forfeited to us (for us to disburse to appropriate third parties, if required) any amounts in your Account that have been deposited or won in breach of the Terms and Conditions;

(e) exclude you from all of our other Platforms and all products and services of the Entain Group;

(f) notify other members of the Entain Group of the suspension or termination of your Account and the relevant circumstances surrounding that action;

(g) solely determine what criteria you have to meet in order to establish a new Account with us;

(h) in the case of fraudulent, illegal or similar misconduct by you or failure by you to pay any sums due to us:

(i) 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 or law firm for the recovery of any sums that you owe us and you hereby irrevocably authorise us to do so in the case of such conduct; and

(ii) have forfeited to us (for us to disburse to appropriate third parties, if required), any contested funds that may be derived by you from fraudulent, illegal or similar misconduct.

20.5 Where a stake or other amount in your Account has been forfeited under these Terms and Conditions, we will retain that amount for a period of 18 months pending the finalisation of any dispute and comply with any reasonable direction from a court, regulator or other enforcement body in relation to the amount.

21. CLOSURE OF CUSTOMER RECORD, ACCOUNT AND INACTIVE ACCOUNTS

21.1 You may close your Customer Record or Account at any time via the 'My Account' section of our Website or Platform. You may also close your Customer Record or Account at any time by letting us know of your desire to close your Customer Record or Account in writing, via email or post using the contact details in the 'Contact Us' section of our Website. We will refund the balance of your Account by a method of payment determined by us. If you have placed any bets in relation to events which have not yet taken place at the time of you closing your Account such bets will still stand, and if such bets subsequently win, the corresponding sums will be paid to you within a reasonable time of the outcome of the bet becoming known.

21.2 If you have not used your Account to carry out any Betting Activity for a period of 18 consecutive months, your Account will be deemed to be inactive ("**Inactive Account**"). We will notify you by an appropriate method (for example, by email), if your Account becomes an Inactive Account.

21.3 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 carry out Betting Activity); or

(b) the Account balance reaches zero.

21.4 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 12.1 and the Promotional Terms and Conditions.

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

22. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING

22.1 The jurisdictions where we operate have strict laws on money laundering and terrorism financing that impose an obligation upon us to report you to the relevant authorities if we know, suspect on reasonable grounds that you are not who you claim to be, or that you or any of your transactions are linked to a crime.

22.2 If we know have a suspicion as set out above, we may:

(a) immediately suspend or terminate your Account in accordance with clause 20;

(b) take any one or more of the actions permitted by clause 21; and

(c) not refund to you any funds held in your Account.

22.3 We reserve the right to report you to the relevant authorities should we reasonably determine that we may be obligated by law to do so.

22.4 In order to assist in the prevention of money laundering, we may, acting reasonably, refuse to permit any substantial and/or unusual withdrawals individually and cumulatively 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 wagers have been paid;

(b) your driver's licence;

(c) another official identification document containing photographic identification of you;

(d) a current and valid passport; and

(e) a utility bill (e.g. gas, water, telephone, etc) bearing your name and your address registered with us.

23. PRIVACY COLLECTION STATEMENT & VOICE RECORDING

23.1 When you access or use any section of our Website, apply to create a Customer Record or or open an Account with us, use any of our 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 create a Customer Record, open an Account, use our 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 Platforms or place bets with us.

23.2 We may disclose your personal information to our Related Bodies Corporate, or other companies, organisations or sites that help us deliver our services. 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 professional advisors, 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 Datazoo), 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, including providers of payment services, in countries including the US, the UK, New Zealand, Germany, India, Bulgaria, Israel, Austria and the Philippines.

23.3 Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at privacy@entaingroup.com.au. By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and this collection notice.

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

23.5 Calls to and from us may be recorded for security and compliance purposes, and your live chat history and other communication with us may be stored.

23.6 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 Customer Record creation and identity verification processes. 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 and access of your information in this way.

24. NO WARRANTY

24.1 We will endeavour to provide our Platforms and any content within them (including information about sporting events such as scores and form guides and other information) with 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 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.

24.2 Information contained within Ladbrokes InfoHub, any featured bets and the live betting section of our 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.

24.3 While we will try to correct reported faults or incorrect content as soon as we reasonably can, we make no warranty that our 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 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 Platforms.

24.4 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.

25. INTELLECTUAL PROPERTY RIGHTS

25.1 You acknowledge and agree that all intellectual property rights in our 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 Platforms,

database rights, design rights, domain names and rights to goodwill and/or to sue for passing off. You are not permitted to copy or use our intellectual property, except with our prior express written consent.

25.2 You acknowledge and agree that our Platforms and the material and content contained within them, is made available for your personal non-commercial use only. Any other use of our Platforms and the material and content contained within them is strictly prohibited.

25.3 No data, file, graphics, images, documents, wording such as our Terms and Conditions, results or other content in our Platforms, including content downloaded or otherwise accessed from our Platforms, and material you may receive in connection with our 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 Platforms or any part of them.

26. LINKS FROM OR TO OUR WEBSITE

26.1 Where our Websites contain 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 (other than those owned or operated by a member of the Entain Group), 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), except in the case of mistake, fraud, negligence or wilful misconduct by Entain Group.

26.2 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.

26.3 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.

27. PROMOTIONS AND COMPETITIONS

27.1 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 Terms and Conditions 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 will prevail but only to the extent of any conflict.

27.2 We may, from time to time, offer certain loyalty bonuses or rewards to you. These loyalty bonuses/rewards may be conducted in accordance with published, separate terms and conditions that are specific to that loyalty bonus/reward. These Terms and Conditions will apply to any such loyalty bonuses or rewards, however, in the event of any conflict between these Terms and Conditions and the terms and conditions that are specific to the loyalty bonus or reward, the terms and conditions that are specific to that bonus/reward will prevail but only to the extent of any conflict. These loyalty bonuses/rewards offers will be proportionate to gambling activity (including non-monetary privileges attached to tiers in a stepped bonus/reward system) and may offer “high value customer” status to those customers who meet, and on periodic review, maintain high value betting activity.

28. IT FAILURES

28.1 We are not responsible for a bet not being placed or an offer not being matched for any reason or you being disconnected from our Platforms, including but not limited to malfunction of your Device, failure of telecommunications services or internet connections or malfunction of our hardware, Platforms or any other aspect of our information technology systems. Absent any verifiable evidence to the contrary, the balance of your Account will at all times be as is recorded on our server.

28.2 If you are disconnected from your Account, your balance when you next access our Platforms will reflect the balance after completion of the last bet placed by you prior to the disconnection.

28.3 If you feel the results of any of the games is unfair or incorrect, you should contact us immediately and report the incident before placing any further bets on our Platforms.

29. LIMITATION OF LIABILITY

29.1 You agree to fully indemnify, defend and hold the Indemnified Parties 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 Platforms other than as expressly permitted by the Terms and Conditions.

29.2 Subject to clauses 29.3, our liability to you for any loss or damage incurred or suffered by you in connection with the Terms of Conditions or your use of our Platforms is limited to $100.

29.3 Unless in the event of our mistake, error, negligence, fraud or wilful misconduct, 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 loss of profits, 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 Platforms or us.

30. FRAUD

30.1 We reserve the right to seek criminal and contractual remedies and sanctions against you if we reasonably believe that you are involved in fraudulent, dishonest or criminal acts and will make such reports as necessary to the authorities. We reserve the right to withhold any payment to you where you are reasonably suspected of engaging in fraudulent, dishonest or criminal activities.

30.2 You will indemnify and will be 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.

30.3 Where dishonest or fraudulent conduct by you results in you owing money to us or otherwise being in debt to us, we may disclose a default or a serious credit infringement about you to one or more credit reporting bodies.

31. DISPUTES & COMPLAINTS

31.1 We are committed to providing world-class Customer Service, and to dealing with disputes and complaints in a prompt, efficient, and fair manner. We will endeavour to provide our final response to your dispute or complaint within 21 days. We may require additional information from you about your dispute or complaint. If this applies, we will contact you.

31.2 Our dispute and complaint handling process is set out below.

(a) Contact Customer Service - As a first point of reference, you should direct your dispute or complaint (**Dispute**) to the Customer Support team via phone, livechat or email. Contact details are available on our website.

(b) Escalate to Management - If you are dissatisfied with the resolution provided by the Customer Support team you may request that your matter be escalated to a member of our Management Team. A member of management will then investigate your Dispute, and management's response will be provided to you via the Customer Support.

(c) Escalate to our licensing body - If your Dispute is not resolved to your satisfaction, you can escalate your concern to the NTRWC by completing the Gambling Dispute Form available here. Your Dispute must be lodged with the NTRWC within 14 days of the Dispute arising.

(d) Card disputes - If your Dispute is not resolved to your satisfaction and it is about a transaction on your Visa, Mastercard or EFTPOS card (but not a betting dispute), you can escalate your Dispute to the Australian Financial Complaints Authority. The Australian Financial Complaints Authority can be contacted on 1800 931 678 or at info@afca.org.au.

32. COMPLIANCE WITH LAWS

32.1 Our 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 Platforms, using your Account or placing a bet with us.

33. WITHHOLDING PAYMENT AND OUR RIGHT TO OFFSET LIABILITY

33.1 Without limitation, we reserve the right to withhold payment and to declare bets on an event void if we have a reasonable belief 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, or any credit or debit card used to place the bet.

33.2 A reasonable belief may be based on the size, volume or pattern of bets placed with us across any or all of our Platforms. A decision given by the relevant governing body of the racing or sport in question (if any) will be conclusive.

33.3 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 further payments to you or permitting you to withdraw any funds from your Account.

34. SEVERABILITY

34.1 Each clause within the Terms and Conditions (or part thereof) is severable from this document. If any terms 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.

35. WAIVER

35.1 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 will not preclude any further exercise of any of these rights or the exercise of any other right.

36. NO PARTNERSHIP OR AGENCY

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

37. ASSIGNMENT

37.1 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 these Terms and Conditions as we see fit.

38. THIRD PARTIES

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

39. CONSENT TO TRANSACT ELECTRONICALLY

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

40. LAW AND JURISDICTION

40.1 The validity, construction and performance of these 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.

41. ENTIRE AGREEMENT

41.1 The Terms and Conditions (including any document expressly referred to in them), and any guidelines or rules posted on our Website or within our 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.

PROMOTIONAL TERMS AND CONDITIONS

In addition to our other Terms and Conditions, the following terms and conditions apply to all Bet Match, Deposit Match, Deposit Bonus, Bonus Bets, Bonus Cash and other promotions or offers (collectively, "Promotional Offers") that we may, in our absolute discretion, offer or provide to you from time to time.

1. GENERAL

1.1 You agree to be bound by these Promotional Terms and Conditions and any additional terms and conditions (including eligibility requirements) by participating in any Promotional Offer or accepting any benefit from a Promotional Offer. Additional terms and conditions may apply to Promotional Offers from time to time and, if so, will be included with the offer or on our Website.

1.2 Any reference to a time in relation to a Promotional Offer is Australian Eastern Standard Time or AEST, unless otherwise specified.

1.3 All Promotional Offers are in Australian dollars unless specifically stated otherwise.

1.4 Any Promotional Offer conducted via Facebook, Twitter or other social media platform is not sponsored or endorsed by that social media platform.

1.5 Unless otherwise specified, all Promotional Offers are claimed by entering the relevant Promotional Offer code within your Account on our online Platforms.

1.6 Unless stated otherwise, if you do not redeem your Promotional Offer within 3 days after receiving your Promotional Offer, your Promotional Offer may expire and you will forfeit it without any liability on our part. Redeemed but unused Promotional Offers may expire after 7 days from the date and time they are redeemed and will be forfeited thereafter without any liability on our part.

2. GENERAL ELIGIBILITY REQUIREMENTS AND AVAILABILITY

2.1 You are eligible to participate in a Promotional Offer when you satisfy these Promotional Terms and Conditions and/or any additional or replacement terms and conditions (including eligibility requirements), for example, those contained in our marketing, communications or online Platforms for that type of Promotional Offer.

2.2 You can only be eligible for either one (1) Bet Match Offer, one (1) Deposit Match Offer or one (1) Deposit Bonus Offer per person, Account, household, residence, address (but not a PO Box or business address), internet connection, computer, mobile device and payment method (for example, a specific bank card or bank account.)

2.3 You are eligible for either one (1) Bet Match Offer, one (1) Deposit Match Offer or one (1) Deposit Bonus Offer across all of our brands, including but not limited to ladbrokes.com.au and neds.com.au.

2.4 A Bonus Bet or Bonus Cash may be awarded to your Account following the activation of a Bet Match Offer, Deposit Match Offer, Deposit Bonus Offer or other Promotional Offers including but not limited to Loyalty Bonus and Deposit Incentive.

2.5 You are eligible to redeem only one (1) Promotional Offer per day, subject to clause 2.6 of these Promotional Terms. In the event that you have received more than one (1) Promotional Offer, we may (in our absolute discretion) permit you to redeem only one (1) of those per day.

2.6 The number of Price Boosts, Jump Offs, Back Ups, Fluc Ups, Bet Backs and similar offers which may be made available to you in a particular 24 hour period will vary depending on a range of factors, and no correspondence will be entered into regarding this. The allocated quote of uses of the relevant tool will reset at midnight (AEST) each day and any unused quote for that day will expire and not roll-over to the next day. For the avoidance of doubt, at any time, a product or "tool" may not be available on certain days to certain customers. Availability varies between customers and can be confirmed by reviewing the available balance in the "Locker" or "Toolbox".

2.7 Unless otherwise specified, the total benefit claimable by any individual or Account holder under any Promotional Offer, either separately or as a combination of more than one Promotional Offers, is to a maximum of $500. Where you have any limits placed on your account such as a deposit limit or bet stake limit, the benefit claimable will be to a maximum of your relevant account setting. For example, if you have a bet stake limit of $10 on your account, despite any advertising to the contrary, if you are eligible for a Bet Match offer up to $20, the maximum benefit for this offer would be $10.

2.8 Promotional Offers are not transferable. If you receive a Promotional Offer, you are not permitted to transfer it to anyone else.

2.9 If there is a discrepancy between the name associated with your Account and the name associated with your deposit method (e.g. bank card holder), you may be ineligible for a Promotional Offer and the Promotional Offer may be withdrawn or invalidated.

2.10 To be eligible to participate in a Promotional Offer, you may be required to make a minimum cash deposit of the specified amount to your Account (including but not limited to by bank card, PayPal, electronic funds transfer and/or bank deposit). A transfer of funds from one Account to another Account and a transfer of funds from a Ladbrokes Card/account to an Account is not considered a cash deposit for the purposes of redeeming a Promotional Offer.

2.11 Only Australian and New Zealand residents are eligible to participate in Promotional Offers. 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.

2.12 Promotional Offers are only available to bona fide recreational gamblers who at all times act in good faith and without fraud. They are not available to arbitrage, professional punters or other gamblers considered to be abusing or undermining the spirit or intention of the Promotional Offer. Without limiting our other rights, we reserve the right, acting reasonably, to refuse your participation or disqualify you from participating in:

(a) creating a Customer Record with us;

(b) opening an Account with us;

(c) placing a bet with us;

(d) using any of our Platforms; or

(e) using any of the above features or products,

where your usage and volume indicates that you have breached, abused or undermined these Terms and Conditions, any additional terms and conditions, or the spirit or intent of our features and products. This includes the right to cancel, void or reserve any bet involving such conduct.

Irregular bets and irregular betting patterns that may provide an indication of the above include, but are not limited to, placing bets on all likely outcomes of an event, equal or zero margin bets, hedge betting, arbitrage 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.

Irregular bet types and irregular betting patterns continue to evolve. We reserve the right, acting reasonably, to determine what is or may constitute an irregular bet or irregular betting pattern from time to time.

We may withhold any withdrawal where an irregular bet or irregular betting pattern has been identified.

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.

2.13 We may, acting reasonably, determine that an account holder is no longer eligible to receive Promotional Offers.

2.14 We will use our best endeavours to advise an account holder should they be deemed ineligible to receive Promotional Offers.

2.15 We may modify or withdraw the types of Promotional Offers that we make available at any time and may withdraw any Promotional Offer at any time without prior notice, without any liability on our part.

2.16 In accordance with our Terms and Conditions, all cash deposits must be turned over at least once before any withdrawals from your Account are permitted.

2.17 From time to time, we may in our absolute discretion provide a customer with a Good Will Refund. Availability varies between customers and markets. No correspondence will be entered into regarding this. We reserve the right, acting reasonably, to amend, suspend or remove availability at any time on any market or to any customer.

3. BET MATCH

3.1 Bet Match Offers will only be made available to existing eligible Account holders.

3.2 If you are eligible, a Bet Match Offer may be activated when you make your next single, multi or same game multi bet (but excluding your next same race multi, Blended multi, Split multi or Exotic bet); in relation to multiple consecutive bets (for example, the total of your next five (5) bets); or when you make your a bet on a specific market or bet type, as specified in the particular Bet Match Offer.

3.3 To redeem your Bet Match Offer, you must make a cash deposit to your Account; enter an associated Bonus Code in the 'My Account' page of the website or app (if specified in the offer); and place a bet or bets in accordance with the terms of the offer, within 3 days of receiving the offer in your Account.

3.4 Only cash bets qualify for the Bet Match Offer. Bonus Bets and Bonus Cash do not qualify. Unless stated otherwise, other promotions (including, but not limited to Toolbox products) are not eligible to be used with Bet Match Offers.

3.5 If you redeem your Bet Match Offer, the qualifying bet, or specified number of bets in the offer, will be matched in your Account with a Bonus Bet or Bonus Cash (as relevant) equal to the value of those cash bets, or to the maximum value specified in the offer, whichever is lower. Value multipliers may apply and will be detailed on the relevant Bet Match Offer if they do.

3.6 Other requirements in relation to Bonus Bets and Bonus Cash are set out in sections 6 and 7 respectively.

4. DEPOSIT MATCH

4.1 Deposit Match Offers will only be made available to existing eligible Account holders.

4.2 If you are eligible, a Deposit Match Offer may be activated when you make a deposit with us.

4.3 To redeem the Deposit Match Offer, you must make and turn over a cash deposit to your Account.

4.4 Your deposit to your Account will either be matched with a Bonus Bet or Bonus Cash (as relevant) equal to the value of your deposit, or to the maximum value specified, whichever is lower. Value multipliers may apply and will be detailed on the relevant Deposit Match Offer if they do.

4.5 A Bonus Bet or Bonus Cash (as relevant) will be awarded upon receipt of clear funds into your Account. Other requirements in relation to Bonus Bets and Bonus Cash are set out in sections 6 and 7 respectively.

5. DEPOSIT BONUS

5.1 Deposit Bonus Offers will only be made available to existing eligible Account holders.

5.2 If you are eligible, a Deposit Bonus Offer may be activated on your Account with us.

5.3 To redeem the Deposit Bonus Offer, you must make and turn over a cash deposit to your Account equal to the value specified on the Deposit Bonus Offer.

5.4 Upon receipt of clear funds into your Account, a Bonus Bet or Bonus Cash (as relevant) will be credited to your Account equal to the value specified on the Deposit Bonus Offer. Other requirements in relation to Bonus Bets and Bonus Cash are set out in sections 6 and 7 respectively.

6. BONUS BETS

6.1 Unless specifically stated otherwise, a Bonus Bet will be credited to your Account within 24 hours.

6.2 Using a Bonus Bet or part thereof as any component of a 'no loss wagering proposition' is strictly prohibited. 'No loss wagering proposition' includes placing bets on all likely outcomes of an event, equal or zero margin bets and hedge betting. Bonus Bets wagered in this manner will be considered 'irregular bets' and may be cancelled and forfeited at our discretion.

6.3 A Bonus Bet may be used as a single bet or may be divided into smaller, equal valued portions ("Bonus Bet Portions") where this is available within our online Platforms. Bonus Bet Portions may not be modified.

6.4 Bonus Bet or Bonus Bet Portions may be available for use on eligible bet types.

6.5 Bonus Bet or Bonus Bet Portions cannot be used on promotional markets, dividends or odds.

6.6 Only one (1) Bonus Bet or Bonus Bet Portion can be redeemed per event.

6.7 Bonus Bets cannot be transferred, withdrawn or redeemed for cash or cash equivalent.

6.8 If you make a withdrawal request from your Account prior to the Bonus Bet or Bonus Bet Portions being consumed, the Bonus Bet or Bonus Bet Portions will be cancelled and forfeited.

6.9 If your Bonus Bet or Bonus Bet Portions result in payment of a dividend to you, these winnings (less the stake amount) will be deposited to your Account.

6.10 If you make a refund request from your Account prior to turning over your cash deposit(s), all unused Bonus Bets and Bonus Bet Portions, all pending bets placed using Bonus Bets, and all winnings derived from Bonus Bets, will be cancelled and forfeited.

6.11 Where a Promotional Offer offers Bonus Bets, this will be clearly stated in the advertising of the Promotional Offer or in the specific promotional offer terms and conditions.

7. BONUS CASH

7.1 Unless specifically stated otherwise, Bonus Cash will be credited to your Account within 24 hours.

7.2 Using Bonus Cash or part thereof as any component of a 'no loss wagering proposition' is strictly prohibited. 'No loss wagering proposition' includes placing bets on all likely outcomes of an event, equal or zero margin bets and hedge betting. Bonus Cash wagered in this manner will be considered 'irregular bets' and may be cancelled and forfeited at our discretion.

7.3 You may use any Bonus Cash credited to your Account on any racing or sporting event within 7 days from the time the Bonus Cash appears in your Account, unless a different expiration period is displayed in your Account. If unused, the Bonus Cash will expire after this time period.

7.4 Bonus Cash may be available for use on eligible bet types.

7.5 Bonus Cash cannot be used on promotional markets, dividends or odds.

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

7.7 If bets using Bonus Cash result in payment of a dividend to you, these winnings (less the stake amount) will be deposited to your Account.

7.8 If you make a refund request from your Account prior to the Bonus Cash being consumed, the Bonus Cash will be cancelled and forfeited.

7.9 If you make a withdrawal request from your Account prior to turning over your cash deposit(s), all unused Bonus Cash, all pending bets placed using Bonus Cash, and all winnings derived from Bonus Cash, will be cancelled and forfeited.

7.10 Unless stated otherwise, any general reference in Promotional Offers to the word "bonus" in isolation without being followed by the words "bet" or "cash", for example "receive a 'bonus back'", is taken to refer to Bonus Cash.

7.11 Bonus Cash is a product, not actual cash.

8. SWITCH

8.1 On selected events, you may be able to use the "Switch" product to choose between two Promotional Offers available for use on that market.

8.2 The Switch product (and in turn, the Promotional Offers available to switch between) are only available on your first fixed win bet.

8.3 You can only use the Switch product once per event. Once you have selected your Promotional Offer (through the use of the Switch product or not), and you have placed your bet, you will not be able to use any other Promotional Offer (including the Switch product) on that market.

8.4 The terms and conditions associated with the individual Promotional Offers still apply at all times.

9. ODDS BOOST, ODDS BOOST RACING EXTRA, ODDS BOOST SPORTS EXTRA, PRICE BOOST, BOOST MULTIS

9.1 'Odds Boost', 'Odds Boost Racing Extra', 'Odds Boost Sports Extra' and 'Price Boost' ("Boost Features") are features that allow you to offer to place a bet at better odds than you otherwise may have.

9.2 Boost Features may be available for you via our Platforms on certain events (where indicated). When you select Odds Boost, Odds Boost X or Price Boost, the boosted odds which may be available for you to offer to place your bet at will appear. If you wish to offer to place your bet at the boosted odds that appear, you must select to proceed with the bet. If you do not wish to offer to place your bet at the boosted odds that appear, you must deselect Odds Boost, Odds Boost X or Price Boost (as applicable).

9.3 The number of Boost Features which may be made available to you in a particular day will vary depending on a range of factors, and no correspondence will be entered into regarding this. Odds Boost Racing Extra may also be available on selected race(s) each day and Odds Boost Sports Extra may also be available on selected sporting event(s) each day.

9.4 A Boost Feature is available for single fixed-odds win bets on racing, fixed-odds and Tote racing exotic bets, and multi bets where each leg has a fixed price and the bet is placed on "All Selections Win". Odds Boost is available on exotic bet types. Price Boost is not available on exotic bet types.

9.5 Odds Boost is available on the following fixed-odds and Tote racing exotic bets (including boxed exotic bets) on selected race(s) in Australia, New Zealand, Hong Kong and Singapore only:

(a) Exacta;

(b) Quinella;

(c) Trifecta:

(d) First Four;

(e) Daily Double;

(f) Running Double;

(g) Treble;

(h) Early Quaddie;

(i) Quaddie; and

(j) Big6.

9.6 Bets placed using Odds Boost or Price Boost are subject to our Terms of Use, including but not limited to clause 13.1. The maximum stake for a single bet boosted with Odds Boost or Price Boost unaffected by clause 13.1 is $1,000 unless otherwise agreed by us.

9.7 The maximum stake for an exotic bet boosted with Odds Boost is $200 per combination.

9.8 The maximum stake for a multiple bet boosted with Odds Boost/Price Boost is $1,000. The maximum odds for a multiple bet (excluding same game multis and same race multis) boosted with Odds Boost/Price Boost are as follows:

(a) 2 legs – $2,000;

(b) 3 legs – $5,000;

(c) 4 legs – $10,000; and

(d) 5 or more legs – $50,000.

The maximum odds for a same game multi boosted with Odds Boost/Price Boost is $5,000.

9.9 Odds Boost/Price Boost is available to boost a leg contained in a multiple bet, Odds Boost/Price Boost can be used for a single bet as long as you have not historically boosted that contingency in a previous single bet or in a separate multiple bet. For example:

(a) Horse X can be boosted in a single bet, a multi bet and an exotic bet

(b) Horse X can be boosted in two or more separate multi bets, as long as they are not identical

(c) Horse X can be boosted in two or more separate exotic bets, as long as they are not identical

(d) Horse X cannot be boosted in two or more single bets

9.10 If Odds Boost Racing Extra is available on selected race(s) each day, the race(s) on which Odds Boost Racing Extra is available will be specified on our Platforms each day. Odds Boost Racing Extra is available for single fixed-odds win bets on racing. Odds Boost Racing Extra is not available for other bet types including bets on sporting events or multi bets (i.e. accumulators).

9.11 If Odds Boost Sports Extra is available on selected sporting event(s) each day, the sporting event(s) on which the Odds Boost Sports Extra function is available will be specified on our Platforms each day. Odds Boost Sports Extra is available for single win bets on sports. Odds Boost Sports Extra is not available for other bet types including bets on racing or multi bets (i.e. accumulators).

9.12 The size of the boosted odds which may be available to you via the Odds Boost/Price Boost Features will vary depending on a range of factors, and no correspondence will be entered into regarding this.

9.13 In order to avoid the abuse of promotions offered by us from time to time, Boost Features may not be available in conjunction with promotions including, but not limited to, bonus bets, bonus cash, bets placed using non-withdrawable funds or unless stated otherwise bets placed which would qualify customers to receive a bonus bet, bonus cash, bonus or promotion. Boost features are also not available on live bets or in conjunction with "Favourite vs Field" or "Pick Your Own Odds" promotions.

9.14 A bet placed in conjunction with Boost Features is not considered accepted until you receive a bet confirmation. In the event of any failure or malfunction, a bet may be paid at the regular odds.

9.15 Where Cash Out is available for a bet placed in conjunction with Odds Boost/Price Boost Features, the cash out settlement will be based on the original odds and not that of the boosted odds.

10. MONEY BACK ODDS

10.1 'Money Back Odds' is a feature that allows you to place a bet on a runner to win (at the listed reduced price) and if you select:

(a) Money Back 2nd, and your selected runner finishes second, you will receive your stake back;

(b) Money Back 3rd, and your selected runner finishes second or third, you will receive your stake back; or

(c) Money Back 4th, and your selected runner finishes second, third or fourth, you will receive your stake back.

10.2 Money Back Odds is available on eligible Australian and international thoroughbred, greyhound and harness races, as identified via the "MBO" tab on the race card when fixed odds win prices are available for the specific race.

10.3 Money Back Odds is only available for use where six (6) or more runners start the race.

10.4 In the event of a race being reduced to five (5) or less runners, all bets are void and will be refunded.

10.5 In the event of a selected runner being scratched or being withdrawn, the bet on that selected runner will be refunded. Bets on the remaining runners in the race will be subject to a deduction in accordance with normal Deduction rules.

10.6 In the event of a runner (other than the selected runner) being scratched after the customer has placed a Money Back Odds bet, normal Deduction rules will apply.

10.7 Dead heat rules apply (see Racing Rule 1.4).

10.8 Money Back Odds does not apply to exotic bets or bets placed via Pick Your Own Odds.

10.9 Cash Out and other promotions (including, but not limited to Odds Boost and Toolbox products) are not eligible to be used with Money Back Odds.

11. BET BACK TOOL

11.1 "Bet Back" tool is a feature that allows you to receive a return of your bet stake in Bonus Cash if your selected runner comes second or third, subject to these Terms.

11.2 The maximum refund provided with the Bet Back tool is:

(a) $25 for Bet Back on greyhound races

(b) $25 for Bet Back on harness races

(c) $50 for Bet Back on thoroughbred races

(d) $50 for a "generic" Bet Back, only as specifically labelled as such and notified by us.

11.3 Bet Back may be available for you via our Platforms on certain events (where indicated). If Bet Back is made available for use with your bet, then you will see the Bet Back icon underneath your selection in your betslip. If you wish to offer to place your bet with the Bet Back tool, you must select to proceed with the bet. If you do not wish to offer to place your bet with the Bet Back tool, you must deselect Bet Back.

11.4 Bet Back will only be available for:

(a) Thoroughbreds and harness racing, where eight (8) or more runners start the race, to receive the Bet Back for 2nd place, or either 2nd or 3rd placing

(b) Greyhounds, where between five (5) and seven (7) runners start the race in order to receive the Bet Back for 2nd place only; and where eight (8) or more runners start the race, to receive the Bet Back for 2nd placing, or either 2nd or 3rd placing, unless otherwise specified by us.

11.5 If your selected runner comes second, or either second or third (whatever is allowed for in your bet), then you will be credited with Bonus Cash equal to the amount of the stake on your selected runner, up to the maximums specified above.

11.6 Dead heat rules do not apply to Bet Backs. A tie for second or third between your selected runner and another runner will not affect your eligibility for a Bet Back refund.

11.7 All Bet Back refunds are determined on final race results only and will not be paid on interim results or results that are subject to a protest. Bet Back refunds will be paid within 24 hours of the final results being determined. Your Bet Back refund of stake will not be deemed to have been received or processed by us until you receive the refund in the Bonus Cash section of your account.

11.8 Your Bet Back 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 our Platforms after you have used the Bet Back Tool.

11.9 The Bet Back tool is:

Only available for	**Not available for**
Use on a bet that does not already benefit any other Promotional Offer or Promotional Tool.	Use in conjunction with any other Promotional Offer or Promotional Tool.
Use on single Fixed Odds 'Win-only' bets (note the 'win' portion of an Each-Way bet is not eligible for use with the Bet Back Tool.)	Use on 'Multi Bets', 'Exotic Bets' or 'Future Bets'
Use on eligible Australian and New Zealand thoroughbred, greyhound and harness racing events within 10 hours of the scheduled race time.	Use on any other events

12. JUMP OFF TOOL

12.1 "Jump Off" tool is a feature that allows you to get out of your bet early and secure a return of your bet stake, subject to these Terms.

12.2 The maximum eligible bet that can be used with the Jump Off tool is $500, unless otherwise offered or agreed to by us.

12.3 Jump Off may be available for you via our Neds Platforms on certain events (where indicated). If Jump Off is made available for use with your bet, then you will see Jump Off icon underneath or beside your selection in your betslip. If you wish to offer to place your bet with the ability to use the Jump Off tool, you must select to proceed with the bet. If you do not wish to offer to place your bet with the ability to use the Jump Off tool, you must deselect Jump Off.

12.4 Once you place a bet with Jump Off, you will be able to view the Jump Off countdown timer bar in the "My Bets This Race" section, which will be visible before and during the eligible race. The timer bar shows the amount of time available in which to activate the Jump Off tool. If you wish to use the Jump Off tool to get out of your bet you must click on the "Jump Off" icon prior to the timer bar expiring, and if we receive that request prior to the timer bar expiring, your bet stake will be returned.

12.5 Your Jump Off refund of stake will not be deemed to have been received or processed by Neds until you receive confirmation in your betting activity statement.

12.6 All Jump Off refunds will be processed as cash and returned to your account forming part of your balance. However any bet that is made and subsequently makes use of the Jump Off tool will not count towards meeting turnover requirements.

12.7 The Jump Off tool is:

Only available for	Not available for
Use in conjunction with the Price Boost Tool (if the Bet is an eligible Bet). If the Price Boost Tool 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.	Use in conjunction with any other Promotional Offer or Promotional Tool (including bonus bets), except Price Boost.
Use on single Fixed Odds 'Win-only' bets (note the 'win' portion of an Each-Way bet is not eligible for use with the Jump Off Tool.)	Use on 'Multi Bets', 'Exotic Bets' or 'Future Bets'
Use on eligible Australian and New Zealand metropolitan thoroughbred racing events with a race distance of 1200 metres or more in length.	Use on any other events

13. BACK UP TOOL

13.1 "Back Up" tool is a feature that allows you to choose a selected runner to win and a backup runner, where if your selected runner comes second and the backup runner wins, we will give you a cash payout equal to the amount of your stake on the selected runner, subject to these Terms.

13.2 If your selected runner and backup runner tie for first place, then you will be paid out based at half odds for your selected runner, and half odds for your backup runner. If there is a tie for first between your backup runner and another runner (ie your selected runner finishes third or lower), no BackUp return will be paid on your backup runner.

13.3 The maximum eligible bet that can be used with the Back Up tool is $500, unless otherwise offered or agreed to by us.

13.4 Back Up may be available for you via our Neds Platforms on certain events (where indicated). If Back Up is made available for use with your bet, then you will see the BackUp icon underneath or beside your selection in your betslip. If you wish to offer to place your bet with the ability to use the BackUp tool, you must select to proceed with the bet. If you do not wish to offer to place your bet with the ability to use the BackUp tool, you must deselect BackUp.

13.5 Once you place an eligible bet with BackUp, you will be able to select a backup runner at no additional cost (other than the amount of the bet stake originally placed). Your choice to use the BackUp tool cannot be cancelled or changed once it has been submitted, even if the amount of your bet is partially accepted.

13.6 All BackUp returns are determined on final race results only and will not be paid on interim results or results that are subject to a protest. BackUp returns will be paid within 24 hours of the final results being determined. Your Back Up return will not be deemed to have been received or processed by us until confirmation appears in your betting activity statement.

13.7 All BackUp refunds will be processed as cash and returned to your account forming part of your balance with the funds being considered 'turned over'.

13.8 The Backup Tool is:

Only available for	Not available for
Use on a bet that does not already benefit any other Promotional Offer or Promotional Tool (including bonus bets).	Use in conjunction with any other Promotional Offer or Promotional Tool.
Use on single Fixed Odds 'Win-only' bets (note the 'win' portion of an Each-Way bet is not eligible for use with the Backup Tool.)	Use on 'Multi Bets', 'Exotic Bets' or 'Future Bets'
Use on eligible racing events only where six (6) or more runners start the race.	Use on any other events

14. FLUC UP TOOL

14.1 "Fluc Up" tool is a feature that adjusts the odds for your selection (at the time the bet was placed) to the next highest fluctuating odds for the same selection that occur during the Fluc Up Activation Period, subject to these Terms.

14.2 The maximum eligible bet that can be used with the Fluc Up tool is $500, unless otherwise offered or agreed to by us.

14.3 Fluc Up may be available for you via our Neds Platforms on certain events (where indicated). If Fluc Up is made available for use with your bet, then you will see the Fluc Up icon underneath your selection in your betslip.

14.4 Once your bet is submitted and accepted, if you wish to use the Fluc Up tool, you must select the "Fluc Up" icon, within 5 minutes of your bet being accepted, as indicated by the countdown timer displayed next to your selection in your pending bets screen (Fluc Up Activation Period).

14.5 Once a valid Fluc Up request has been made, if the market odds for your selected runner fluctuates upwards at any time during the Fluc Up Actiation Period (in accordance with the market fluctuation data displayed on the Neds Platform) then the odds for your selection will automatically be adjusted to the next highest fluctuating odds, and you will be paid out at those higher odds should your selected runner win. Your Fluc Up tool will be consumed regardless of whether there is no market fluctuation upwards in the odds during the Fluc Up Activation Period.

14.6 Your request to use Fluc Up will not be deemed to have been received or processed by us until confirmation appears in your betting activity statement.

14.7 The Fluc Up Tool is:

Only available for	**Not available for**
Use on a bet that does not already benefit any other Promotional Offer or Promotional Tool (including bonus bets)	Use in conjunction with any other Promotional Offer or Promotional Tool (including bonus bets)
Use on Eligible Australian and New Zealand metropolitan racing events only (thoroughbred gallopers, trotters and greyhounds).	Use on any other events
Use on single Fixed Odds 'Win-only' bets (note the 'win' portion of an Each-Way bet is not eligible for use with the Fluc-Up Tool.)	Use on 'Multi Bets', 'Exotic Bets' or 'Future Bets'
Bets placed using the Neds smartphone application or the desktop version of the Platform.	Bets placed by telephone.

15. EXTRA NUDGE (FORMERLY REFERRED TO AS EXTRA HEAD)

15.1 "Extra Nudge" is a product that allows you to be paid out as a winner if your selection finishes second by less than or equal to 0.1 of a length from the winner, according to official race results as recorded at https://www.racingaustralia.horse/home.aspx, subject to these Terms.

15.2 The maximum eligible bet that can be used with the Extra Nudge Product is $200, unless otherwise offered or agreed to by us.

15.3 Extra Nudge may be available for you via our Neds Platforms on certain events (where indicated). If Extra Nudge is made available for use with your bet, then you will see the Extra Nudge icon underneath or beside your selection in your betslip. If you wish to offer to place your bet with the Extra Nudge tool, you must select to proceed with the bet. If you do not wish to offer to place your bet with the Extra Nudge tool, you must deselect Extra Nudge.

15.4 Once you place a bet with Extra Nudge:

(a) If your selection finishes second by less than or equal to 0.1 of a length from the winner, we will award you an "extra nudge" and your bet will be paid out as a winning bet

(b) If your selection finishes equal first (in a dead heat) your bet will paid out as a winning bet

(c) If your selection wins the race, your Extra Nudge product will be consumed.

15.5 Your selection of Extra Nudge will not be deemed to have been received or processed by us until you receive confirmation in your betting activity statement.

15.6 The Extra Nudge product is:

Only available for	**Not available for**
Use on a bet that does not already benefit any other Promotional Offer or Promotional Tool.	Use in conjunction with any other Promotional Offer or Promotional Tool.
Use on single Fixed Odds 'Win-only' bets (note the 'win' portion of an Each-Way bet is not eligible for use with the Extra Nudge Tool.)	Use on 'Multi Bets', 'Exotic Bets' or 'Future Bets,' (note the 'win' portion of an Each-Way bet is not eligible for use with the Extra Nudge product.)
Use on eligible Australian thoroughbred and harness racing events after the later of 9.30am (local track time for that days' racing) or following confirmation of final scratchings. Use once per race	Any other events

16. LEGENDS BOOST

16.1 Legends Boost is a product that can provide you with enhanced odds for eligible NRL and AFL games.

16.2 Legends Boost may be available for you via our Neds Platforms on certain events (where indicated). If Legends Boost is made available or use with your bet, then you will see a Legends Boost icon or banner which, when selected, may display a selection of Legends Boost Cards to choose from. You may then click on a single Legends Boost Card and confirm your selection to access the Legends Boost Tool associated with that Legends Boost Card. Once you have confirmed your choice of Legends Boost Card, you are unable to cancel this choice and/or select or confirm an alternative Legends Boost Card. Your chosen Legends Boost Card will then show you the enhanced odds available for you to choose from for eligible markets. You can only make use of one of the enhanced odds options displayed to you on the Legends Boost Card.

16.3 If you wish to use the Legends Boost Tool to place your bet at the enhanced odds displayed, you must ensure that the Legends Boost Tool button/icon is selected before proceeding to place your bet. Once your Legends Boost request is made and applied to your bet, if your selection is a resulting/winning bet, you will be paid out at those enhanced odds.

16.4 The Legends 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.

16.5 An eligible customer will be allocated a fixed number of the Legends Boost Tool that can be activated and used in each 7 day period at our sole and absolute discretion. Unless otherwise stated:

(a) the allocated quota of uses for the NRL Legends Boost Tool will reset at 18:15 (AEST) on Tuesday of each week (the Reset Date) and any unused quota (including unused Legends Boost Cards) will expire and will not roll-over to the next week; and

(b) the allocated quota of uses for the AFL Legends Boost Tool will reset at 18:15 (AEST) on Wednesday of each week (the Reset Date) and any unused quota (including unused Legends Boost Cards) will expire and will not roll-over to the next week.

16.6 We reserve the right to void any bets placed using the Legends Boost Tool if there has been a material error (for example if Legends Boost Tool incorrectly increases quoted odds by 100% instead of 10%) and/or a breach of any of the Terms and Conditions by you.

16.7 The Legends Boost Tool is:

Only available for	**Not available for**
Use on a bet that does not already benefit any other Promotional Offer or Promotional Tool.	Use in conjunction with any other Promotional Offer or Promotional Tool.
Use on Eligible Australian and New Zealand Rugby League matches.	Use on any other events
Use on single Fixed Odds 'Win-only' bets.	Use on 'Multi-Bets', 'Exotic Bets' or 'Future Bets.'

Bets placed using the Neds smartphone application, the desktop version of the Platform and by telephone.	Eligible Bets over **$100.00**, unless otherwise offered or agreed to by Neds.

17. 6 PACK

17.1 The 6 Pack is a product that incorporates 6 selections for the same market in one bet.

17.2 In the event that:

(a) One player in the selected 6 Pack are withdrawn from the event, the bet will stand, and an additional player will not be added to the 6 Pack to take their place;

(b) Two players in the selected 6 Pack are withdrawn from the event, the bet will stand, and additional players will not be added to the 6 Pack to take their place;

(c) Three players in the selected 6 Pack are withdrawn from the event, the bet will stand, and additional players will not be added to the 6 Pack to their place; or

(d) Four or more players in the selected 6 Pack are withdrawn from the event, the bet will be refunded.

17.3 The 6 Pack product is:

Only available for	**Not available for**
Use on a bet that does not already benefit any other Promotional Offer or Promotional Tool.	Use in conjunction with any other Promotional Offer or Promotional Tool.
Use on single Bets for selected markets.	Use on 'Multi Bets', 'Exotic Bets' or 'Future Bets'

17.4 The maximum eligible bet that can be used with the 6-pack product is **$500.00**, unless otherwise offered or agreed to by us.

18. RACE REFUNDS

18.1 Race Refund Offers will only be made available to existing eligible Account holders.

18.2 If you are eligible, a Race Refund Offer may be activated when you make a fixed odds, win bet on a specific race, as specified in the particular Race Refund Offer directly communicated to you. Race Refund Offers only apply to fixed odds win bets and do not apply to place bets or exotics.

18.3 Should your selection fail to win the specified race in which the Race Refund Offer is offered, a Bonus Bet or Bonus Cash (as relevant) will be credited to your Account equal to the value specified on the Race Refund Offer.

18.4 Only customer's first cash bets will qualify for the Race Refund Offer. Bonus Bets and Bonus Cash do not qualify. Race Refund Offers cannot be used in conjunction with other Promotional Offers.

18.5 Additional terms and conditions may apply to a Race Refund and, if so, will be included with the Race Refund Offer or on the Promotions page on the website and app.

18.6 Other requirements in relation to Bonus Bets and Bonus Cash are set out in sections 6 and 7 respectively.

19. NO PLACE TOOL

19.1 "No Place" tool is a feature that allows you to receive a return of your bet stake up to $50 in Bonus Cash if you place a fixed win bet on a runner and that runner finishes outside the top three (3) in the selected race where eight (8) or more runners start the race, or that runner finishes outside the top two (2) in the selected race where between five (5) and seven (7) runners start the race, subject to these Terms.

19.2 The maximum refund provided with the No Place tool is $50

19.3 No Place may be available for you via our Neds Platforms on certain events (where indicated). If No Place is made available for use with your bet, then you will see the No Place icon in your betslip (located after clicking on the Toolbox icon in your betslip). If you wish to offer to place your bet with the No Place

tool, you must select to proceed with the bet. If you do not wish to offer to place your bet with the No Place tool, you must deselect No Place.

19.4 No Place will only be available for:

(a) Australian and New Zealand thoroughbreds, greyhounds and harness racing, where five (5) or more runners start the race.

19.5 If your selected fixed win bet runner comes outside the first three (3) placings where eight (8) or more runners start the race, or outside the first two (2) placings where between five (5) and seven (7) runners start the race, then you will be credited with Bonus Cash equal to the amount of the stake on your selected runner, up to the maximum specified above.

19.6 Dead heat rules do not apply to No Place. A tie for second or third between your selected runner and another runner will not affect your eligibility for a No Place refund.

19.7 All No Place refunds are determined on final race results only and will not be paid on interim results or results that are subject to a protest. No Place refunds will be paid within 24 hours of the final results being determined. Your No Place refund of stake will not be deemed to have been received or processed by us until you receive the refund in the Bonus Cash section of your account.

19.8 Where a customer places a bet using the No Place tool, the customer will not be entitled to any other promotion or promotional offer. For the avoidance of doubt (and as an example) where a customer places a bet using the No Place tool on a race that also offers a 'bonus back' for coming second or third, the use of the No Place tool will take precedence and the 'bonus back' offer will not be available as well for that bet.

19.9 The No Place tool is:

Only available for	**Not available for**
Use on a bet that does not already benefit any other Promotional Offer or Promotional Tool.	Use in conjunction with any other Promotional Offer or Promotional Tool.
Use on single Fixed Odds 'Win-only' bets (note the 'win' portion of an Each-Way bet is not eligible for use with the No Place tool.)	Use on 'Multi Bets', 'Exotic Bets' or 'Future Bets'
	Use on any other events

20. MULTI RESCUE TOOL

20.1 "Multi Rescue" tool is a feature that allows you to receive a return of your bet stake up to $50 in Bonus Cash if you place a 4 or more leg multi on sport events and if one leg fails, subject to these Terms.

20.2 The maximum refund provided with the Multi Rescue tool is $50

20.3 Multi Rescue may be available for you via our Neds Platforms on certain events (where indicated). If Multi Rescue is made available for use with your bet, then you will see the Multi Rescue icon in your betslip (located after clicking on the Toolbox icon in your betslip). If you wish to offer to place your bet with the Multi Rescue tool, you must select to proceed with the bet. If you do not wish to offer to place your bet with the Multi Rescue tool, you must deselect Multi Rescue.

20.4 Multi Rescue will only be available for:

(a) Sport markets/events. For the avoidance of doubt Multi Rescue will not be available for use with markets/events relating to thoroughbreds, greyhounds and harness.

20.5 If your 4 or more leg sport multi only fails by one leg, then you will be credited with Bonus Cash equal to the amount of the stake, up to the maximum specified above.

20.6 All Multi Rescue refunds are determined on final results only. Multi Rescue refunds will be paid within 24 hours of the final results being determined. Your Multi Rescue refund of stake will not be deemed to have been received or processed by us until you receive the refund in the Bonus Cash section of your account.

20.7 The Multi Rescue tool is:

Only available for	Not available for
Use on a bet that does not already benefit any other Promotional Offer or Promotional Tool.	Use in conjunction with any other Promotional Offer or Promotional Tool.
Use on sport markets where Multis are permitted	Use on any thoroughbreds, greyhounds and harness events, including but not limited to exotics
Use on 'Multi Bets' that do contain a same game multi	Use on same game multi bets as either single bets or Multi bets containing a same game multi bet

21. MATES MODE, GROUPS (PRIVATE GROUPS)

21.1 Mates Mode allows you to create or join a Mates Mode Group, and then send messages to or receive messages from other members of the Mates Mode Group and participate in group bets (pots) with some or all of the members of the Mates Mode Group.

21.2 You must have a Ladbrokes or Neds Account that is not an Inactive Account to participate in a Mates Mode Group. If you access Mates Mode via Neds, it is called "Groups" not Mates Mode. This clause 21 applies to both Ladbrokes Mates Mode and Neds Groups (with any reference to Mates Mode Groups incorporating Neds Groups).

21.3 You must use your own Account when participating in a Mates Mode Group.

21.4 Using Mates Mode, you can create a Mates Mode Group and invite other people who have an eligible Account to join that Mates Mode Group. The person who creates the Mates Mode Group is called the Group Administrator.

21.5 The Group Administrator must select a unique group name and a group icon or emoji for the Mates Mode Group. The group name and group icon must not be offensive or infringe another's rights (such as another's trademark rights).

21.6 You must only invite friends to join a Mates Mode Group. You must not send unsolicited or unwanted invitations, send invitations to people who you do not know, publish invitations, or send invitations as spam. You should not join a Mates Mode Group with people you do not know. We have no obligation to inform you of the identity of other Mates Mode Group members, and if you ask us to do so, we have the right to deny such request.

21.7 When joining a Mates Mode Group, you must choose a display name for yourself. The display name will be displayed to other group members. The display name must not be offensive or infringe another's rights (such as another's trademark rights).

21.8 Think before you send. When sending messages using Mates Mode, your messages must:

(a) not be offensive or in breach of any law,

(b) be respectful, polite and appropriate,

(c) only say something that you would be comfortable saying face-to-face,

(d) not infringe another's rights (including copyright rights),

(e) not encourage illegal, violent, or unsocial conduct,

(f) not violate another's privacy rights,

(g) not threaten anyone,

(h) not encourage irresponsible gambling, and

(i) not encourage drinking while gambling.

21.9 We do not review, approve, or control the content of any messages sent using Mates Mode. We will not be able to provide you or any other person with access to the content of any messages sent using Mates Mode.

21.10 You must not copy or further distribute messages received via Mates Mode outside of Mates Mode. However, we cannot stop a person who receives a message using Mates Mode from further distributing that message.

21.11 It is the responsibility of all members of a Mates Mode Group to agree, follow and enforce a "social contract" between them relating to how the group will operate, which may include what events to bet on, which member(s) of the group will place bets and/or monetary limits for any betting activity.

21.12 If you do not wish to receive messages via Mates Mode, you should remove yourself from the Mates Mode Group. The Group Administrator can also remove you from the Mates Mode Group.

21.13 We will not get involved in any dispute about your or anyone else's participation in a Mates Mode Group, your removal from a Mates Mode Group, or messages sent via Mates Mode. We will not investigate complaints regarding Mates Mode that relate to the acts or omissions of a member or former member of a Mates Mode Group. Each member of a Mates Mode Group acknowledges and agrees that the behaviour of Mates Mode users towards each other, any acts or omissions that take place within the Mates Mode Group, and any complaints or disputes regarding a potential breach of this clause 21 are not within the jurisdiction of the NTRWC, and that the NTRWC and ourselves will not consider any complaint or dispute relating to conduct within a Mates Mode Group.

21.14 You may be a member of more than one Mates Mode Group. We may impose limits on the number of Mates Mode Groups which you can join. We also may impose limits on the number of members of a Mates Mode Group.

21.15 You can share information about bets you have made in your Ladbrokes Account with your Mates Mode Group or about bets you have made in your Neds Account with your Neds Groups.

21.16 You can add bets that have been shared with you via your Mates Mode Group to your Ladbrokes bet slip or your Neds bet slip (depending on which Account you are using to access Mates Mode). We are not responsible for the content or result of any shared bet, and we do not make any representation regarding any shared bets.

22. MATES MODE COMMUNITIES, OPEN GROUPS

Purpose

22.1 Communities are dedicated online groups that you can join via our platform to connect and interact with people who share similar interests, whether that be racing, sport or novelty markets such as politics.

22.2 You must have a Ladbrokes or Neds Account that is not an Inactive Account to participate in Communities. If you access Communities via Neds, it is called "Open Groups" not Communities. This clause 22 applies to both Ladbrokes Communities and Neds Open Groups (with any reference to Communities incorporating Open Groups).

22.3 Communities operate differently to Mates Mode private groups referred to in clause 21 which is for closed private groups made up of people who already know and are familiar with each other. In Communities, you can choose to join groups with people that you do not know.

22.4 We have designed Communities so that our customers can share their thoughts and be heard on topics related to racing, sport and wagering with a network of people who are also interested in those topics. The purpose of these groups is to provide fun and entertainment, but we will not compromise on our overarching commitment to customer safety.

Joining a group

22.5 When joining Communities, you must choose a display name for yourself. The display name will be displayed to other members of Community group. The display name must not be offensive or infringe another's rights (such as another's trademark rights).

22.6 You may be a member of more than one Community group, however we may impose limits on the number of Community groups which you can join. We also may impose limits on the number of members of a Community group.

Content rules

22.7 Communities should only ever be fun, and a positive experience for everyone involved. While there is always room for good-natured debate and differing opinions like who should have won the Ladbrokes Greatest Ever Cox Plate or who will win the NRL Grand Final, those ideas can and must always be communicated in a respectful and appropriate way. This is not a platform for any anti-social behaviour that is likely to offend or insult others and that type of behaviour will not be tolerated.

22.8 To ensure that everyone is having fun on this platform, we need to make sure that everyone feels safe and included.

22.9 Once you join a Community group you are able to send messages to or receive messages within that group. You must always be respectful and only post things that you would be comfortable saying face-to-face with someone.

22.10 When posting anything using Communities, your messages must not involve, or be reasonably perceived as involving:

(a) profanities, including misspellings or other representations of profanities;

(b) a breach of any laws, including infringement of another person's rights or something that could be considered defamatory;

(c) false or misleading information;

(d) content that does not relate to the purpose or subject matter of the Community group (as evidenced by the Community group's name);

(e) discriminatory or other offensive topics, including comments on matters such as race, ethnicity, age, religion, gender or disability;

(f) illegal, violent or unsocial conduct;

(g) violation of another person's privacy rights, including disclosing personal or sensitive information;

(h) a threat, intimidation, harassment or any kind of bullying;

(i) spam or deliberate duplicate messaging;

(j) encouragement of irresponsible gambling, or other irresponsible behaviour or activity such as drinking or drug-taking.

22.11 Any indications that you may not be in control of your gambling will be reviewed and forwarded to our responsible gambling team.

22.12 Certain items are not currently supported to be uploaded into Communities including foreign languages (non-English characters), videos, images and gifs.

22.13 If you choose to share tips or your bet selections via Communities, or follow tips or selections of others via Communities, we are not responsible for the content or result of any shared bet, and we do not make any representation regarding any shared bets.

22.14 You must not copy or further distribute messages received via a Community group outside of that group. However, you acknowledge that we cannot stop a person who receives a message using Communities from further distributing that message.

Reporting

22.15 If you see anything in Communities that you believe violates these terms, you are encouraged to report it to us by selecting the relevant message and pressing "Report Message".

Actions we can take

22.16 We may take any of the following actions in relation to content posted, or that is attempted to be posted, to Communities that we consider (in our sole discretion) is in breach of these terms.

In relation to messages, this includes:

(a) blocking the entire message and preventing it from posting ;

(b) editing the message, or permanently deleting the message, if it has been posted;

(c) blocking out particular words or phrases from the message so those parts can't be seen once posted,

(d) and these actions may be taken without any notice to the person posting or attempting to post the content.

(e) Depending on the seriousness of the conduct and taking into account any previous conduct by the same user, we may:

(f) contact the user to discuss our concerns with the content;

(g) provide the user with a warning in relation to any behaviour and the action that may be taken if behaviour continues;

(h) restrict access to Communities, either permanently or on a temporary basis;

(i) close the user's Account(s) permanently or on a temporary basis.

22.17 In exercising our rights under clause 22.16, you agree that we are not required to explain or justify our reasoning to you. In the interests of protecting each user of Communities, we have absolute discretion to remove, change and/or block any content that we deem inappropriate for any reason

22.18 Some of the above actions above may be taken as part of automated blocking and filtering processes. Other actions may be taken by our staff who will be reviewing what is posted on the platform. If you believe that these actions have been unreasonably applied having regard to these terms, please send details to Customer Support so that we can review and adjust if appropriate. While we will use our best efforts to consider your feedback, please note that we do not guarantee a response

Access

22.19 You must only use your own Account when participating in Communities.

22.20 If you do not wish to receive messages from a Community group, you can remove yourself at any time.

22.21 We reserve the right to remove you from a Community group if you have not accessed that group for a period of 90 days.

Updates

22.22 As Communities grow, the terms that apply as set out in this clause 22 may change. We remind you that we may change our terms from time to time (as explained in clause 4 of the Terms of Use), and strongly encourage any user of Communities to regularly review these terms.

23. MATES MODE, GROUPS: THE POT

23.1 A 'pot' (including Pot Lite and Pot Plus) is a product that allows some or all of the members of a Mates Mode Group to bet together.

23.2 The Pot is located within "Groups" for Neds, not Mates Mode. This clause 23 applies to The Pot for both Ladbrokes Mates Mode and Neds Groups (with any reference to Mates Mode Groups incorporating Neds Groups).

23.3 To join and participate in a pot, you must follow all onscreen directions.

23.4 A person who is a member of a Mates Mode Group may create a pot by inviting the other members of the Mates Mode Group to join the pot. The person creating the pot must select a pot type (Pot Lite or Pot Plus), specify the buy-in amount and may specify the maximum stake per bet amount.

23.5 The person creating the pot must select a unique pot name for the pot. The pot name must not be offensive or infringe another's rights (such as another's trademark rights).

23.6 A person who is a member of a Mates Mode Group may join a pot consisting of other members of that Mates Mode Group if the person receives an invitation to join a pot, accepts that invitation and pays the buy-in amount into the pot ("Pot Participant").

23.7 For each new pot, each Pot Participant must pay the same buy-in amount.

23.8 To join an existing Pot Plus pot, each new Pot Participant must buy-in at an equal share of the current group balance, which may be lower or higher than the original buy-in amount.

23.9 The person creating the pot also must pay the buy-in amount and is a Pot Participant.

23.10 The total amount of money in the pot is called the "Shared Balance".

23.11 There is no obligation or requirement to create or join a pot.

23.12 Pot Lite has three statuses, namely open, active and closed. Pot Plus has six statuses, namely open, active, top up, pay out, paused and closed.

23.13 An open pot is a pot that is open for joining by members of the Mates Mode Group, or when the person who created the pot elects to top up the Shared Balance. Bets cannot be placed from the Shared Balance when the pot is open.

23.14 An active pot is a pot where Pot Participants may bet from the Shared Balance. No one else can join the pot when the pot is active and no funds can be added to the Shared Balance.

23.15 Top up status exists for a Pot Plus pot where there is an ongoing top up. Bets cannot be placed from the Shared Balance when the pot is in top up status.

23.16 Pay out status exists for a Pot Plus pot where the pot owner may choose a portion or full amount of the Shared Balance to pay out to the Pot Participants. Bets cannot be placed from the Shared Balance when the pot is in pay out status.

23.17 Paused status exists for a Pot Plus pot where the pot has been paused. Bets cannot be placed from the Shared Balance when the pot is in paused status.

23.18 A closed pot is a pot that is closed by the person who created the pot. A pot may be closed by the person who created the pot at any time.

23.19 The Shared Balance is able to be topped up via the top up feature and only once the person who created or is the owner/ admin of the pot initiates the top up process.

23.20 The top up process for Pot Lite is as follows:

(a) The pot status is changed from active to open;

(b) Each pot recipient will be paid an equal share of the remaining Shared Balance (if any) into each Pot Participant's Account;

(c) The person who created the pot will pay a new buy-in amount into the pot; and

(d) Each Pot Participant must pay the same buy-in amount into the pot if they wish to join/participate.

23.21 The top up process for Pot Plus is as follows:

(a) The pot status is changed from active to top up;

(b) The top up amount is paid by the person initiated the top up;

(c) Each Pot Participant must pay the same top up amount into the pot if they wish to join/participate; and

(d) The person who created the pot can activate the pot before all members have participated in the top up, resulting in the removal of each member that has not contributed.

23.22 A pot cannot become an active pot unless it has at least two Pot Participants.

23.23 If a pot has at least two Pot Participants, only the person creating the pot can change the pot from open status to active status.

23.24 If a pot is not changed from open status to active status within a reasonable period of time, we reserve the right to close the pot. If so, all buy-in amounts will be returned to the Pot Participant's Account.

23.25 A Mates Mode Group can have more than one pot and more than one pot in any status.

23.26 A person can be a member of up to 10 open or active pots so long as each pot contains a unique combination of Pot Participants. We may impose further limits on the number of pots which you can join. We also may impose limits on the number of Pot Participants for each pot.

23.27 When the pot is active, a Pot Participant can place a bet using the Shared Balance. A Pot Participant cannot bet more than the Shared Balance or more than the specified maximum stake per bet amount (if any).

23.28 All bets placed from the Shared Balance are subject to approval and cancellation by us in accordance with clause 13 of the Terms and Conditions. A bet from the Shared Balance may be partially accepted by us.

23.29 If a bet placed by a Pot Participant from the Pot Lite Shared Balance is a winning bet, the winnings will be paid into the accounts of each Pot Participant in equal shares (including those who were Pot Participants at the time the bet was placed). If a bet placed by a Pot Participant from the Pot Plus Shared Balance is a winning bet, the winnings will be paid back into the pot, less any amounts owing to former Pot Participants which will be paid directly to their Account.

23.30 A Pot Participant may leave a pot at any time or be removed by the person who created the pot. If a Pot Participant leaves or is removed from an open pot, the buy-in amount will be returned to the Pot

Participant's Account in full. If a Pot Participant leaves an active pot, the Pot Participant will be paid an equal share of the Shared Balance into the Pot Participant's Account, and any pending bets placed from the Shared Balance made prior to the departure of the Pot Participant will be paid out in accordance with clause 23.29. The Shared Balance is reduced by the amount returned to the Pot Participant from the Shared Balance.

23.31 If a Pot Participant leaves or is removed from the corresponding Mates Mode Group, the Pot Participant is automatically removed from any open or active pots for that Mates Mode Group. If so, clause 23.29 will apply.

23.32 Once a Pot Participant leaves or is removed from a pot, that person is no longer a Pot Participant and can not place any bets from the Shared Balance.

23.33 We may close a pot if it is inactive for a period of time, if the number of Pot Participants drop below 2, or if we have other good reason for doing so. If we close a pot, we will inform all Pot Participants and clause 23.29 will apply with all Pot Participants deemed to be members leaving the pot at the same time.

23.34 If the person who created the pot leaves the pot or is otherwise removed from the pot or the Mates Mode Group, the pot will continue without that person, and clause 23.29 will apply. noting for Pot Plus, the next most senior Pot Participant (calculated by date joined) will become the owner/admin of the pot.

23.35 If a bet made from the Shared Balance is refunded (e.g. the horse is scratched), the refund will be paid as follows:

(a) for Pot Lite, into each of the Pot Participants' account, in equal shares; or

(b) for Pot Plus, into the pot, less the share owed to former Pot Participants which will be paid directly to their Account.

23.36 A Pot Participant has no obligation to place any bets from the Shared Balance.

23.37 By joining a pot, each Pot Participant **authorises** each other Pot Participant to place bets on behalf of all Pot Participants, up to the maximum stake per bet amount (if any). A Pot Participant does not otherwise have bet-by-bet approval rights.

23.38 **Important**: It is your responsibility to form or join a pot only with people you trust, who are responsible people and who you are happy to have place bets on your behalf using the Shared Balance. It is a good idea to set rules for your pot for all Pot Participants to follow. However, we are not responsible for ensuring compliance with any rules that you set with other Pot Participants, even if you inform us of the rules. You agree that you have no recourse against us or any other person in relation to the conduct or betting of Pot Participants including where a Pot Participant does not comply with rules that have been set or agreed with you, your expectations, or representations or inducements made to you. This includes where bets are placed which are not in accordance with any intended betting scheme, are more than intended limits (other than the maximum per stake per bet amount set in our system), are on different races or events than you expected, or where the Shared Balance decreases faster than you expect or you are not consulted on the bet. You cannot make any complaints against us to regulators or racing commissions in relation to the conduct of other Pot Participants. Except as expressly set out above, you cannot request that we refund all or any part of the buy-in amount to you if you are unhappy with the conduct of other Pot Participants.

23.39 We reserve the right to close any pot at any time, to prevent you forming or joining a pot, and to remove you from a pot, without having to give reasons. We may place limits on you regarding pots and pot betting.

23.40 All bets involving the pot are subject to the Terms and Conditions. For the purposes of Pot Lite, each bet from the Shared Balance will be treated as a single bet made by each Pot Participant for a stake that is equal to the Pot Participant's equal share of the stake. For example, if the bet from the Shared Balance is $100 and there are 5 Pot Participants, the bet will be entered into and shown in the Pot Participant's Account as a $20 bet. For the purposes of Pot Plus, each bet from the Shared Balance is treated as a single bet made on behalf of the pot and will not be reflected in the Pot Participant's Account.

23.41 Any settings you have applied within Punter Assist to your Account will apply to your share of bets placed from the Pot Lite Shared Balance, even bets placed by others. Other Pot Participants will not be expressly informed of your use of Punters Assist or any limits you have self-imposed, but they may be able to deduce that limits are in place for a Pot Participant. Pot Plus will not be available to those with a betting limit set, as limits cannot be enforced on the Pot Plus account.

23.42 If you have a block out period or curfew in place, you will not be able to access Mates Mode, including information about your Account including betting by others from the Shared Balance during the curfew or block out period. You may wish to leave the pot prior to any curfew or block out period.

23.43 We will not provide you with information about other Pot Participants if doing so is contrary to privacy laws or our Privacy Policy, or in our opinion violates another's privacy rights. Without limiting our other rights, you consent to us using your personal information to resolve any disputes with or complaints from Pot Participants. You should not join a pot with people you do not know. We have no obligation to inform you of the identity of other Pot Participants, and if you ask us to do so, you consent to us denying such request.

23.44 You must inform us if you become aware of another Pot Participant breaching the Terms and Conditions or otherwise acting illegally or inappropriately.

23.45 At the present time, Mates Mode and pot betting are available for Ladbrokes and Neds account holders only. Pot betting is not available for all events or bet types.

23.46 Mates Mode, Neds Groups and Pot betting are deemed to be Promotional Offers.

24. TAKE DOWN TOOL

24.1 "Take Down" tool is a feature that allows you to receive a return of your bet stake up to $50 in Bonus Cash if you place a head to head bet on a UFC event but your selected fighter loses by submission, subject to these Terms.

24.2 The maximum refund provided with the Take Down tool is $50

24.3 Take Down may be available for you via our Neds Platforms on certain events (where indicated). If Take Down is made available for use with your bet, then you will see the Take Down icon in your betslip (located after clicking on the Toolbox icon in your betslip). If you wish to offer to place your bet with the Take Down tool, you must select Take Down to proceed with the bet. If you do not wish to offer to place your bet with the Take Down tool, you must deselect Take Down.

24.4 Take Down will only be available for:

(a) UFC head to head markets/events.

24.5 If your selected UFC fighter head to head win bet loses by submission, then you will be credited with Bonus Cash equal to the amount of the stake on your selected fighter, up to the maximum specified above.

24.6 All Take Down refunds are determined on final results only. Take Down refunds will be paid within 24 hours of the final results being determined. Your Take Down refund of stake will not be deemed to have been received or processed by us until you receive the refund in the Bonus Cash section of your account.

24.7 The Take Down tool is:

Only available for	**Not available for**
Use on a bet that does not already benefit from any other Promotional Offer or Promotional Tool.	Use in conjunction with any other Promotional Offer or Promotional Tool.
Use on single UFC head to head markets.	Use on any other events or markets.
	Use on 'Multi Bets' or 'Future Bets'

25. QUADDIE COVER TOOL (FORMERLY REFERRED TO AS QUADDIE RESCUE)

25.1 "Quaddie Cover" tool is a feature that allows you to receive a return of your bet stake up to $50 in Bonus Cash if you place a quadrella ("quaddie") bet and if one leg fails, subject to these Terms.

25.2 The maximum refund provided with the Quaddie Cover tool is $50

25.3 Quaddie Cover may be available for you via our Neds Platforms on certain events (where indicated). If Quaddie Cover is made available for use with your bet, then you will see the Quaddie Cover icon in your betslip (located after clicking on the Toolbox icon in your betslip). If you wish to offer to place your bet with the Quaddie Cover tool, you must select to proceed with the bet. If you do not wish to offer to place your bet with the Quaddie Cover tool, you must deselect Quaddie Cover.

25.4 Quaddie Cover will only be available for:

(a) Bets placed on quadrella ("quaddie") legs on Australian thoroughbreds, greyhounds and harness races.

25.5 If your quaddie bet only fails by one leg, then you will be credited with Bonus Cash equal to the amount of the stake, up to the maximum specified above.

25.6 All Quaddie Cover refunds are determined on final race results only and will not be paid on interim results or results that are subject to a protest. Quaddie Cover refunds will be paid within 24 hours of the final results being determined. Your Quaddie Cover refund of stake will not be deemed to have been received or processed by us until you receive the refund in the Bonus Cash section of your account.

25.7 Standard quadrella ("quaddie") bet rules apply in line with our Racing Rules.

25.8 The Quaddie Cover tool is:

Only available for	**Not available for**
Use on a bet that does not already benefit from any other Promotional Offer or Promotional Tool apart from Best Tote Exotics.	Use in conjunction with any other Promotional Offer or Promotional Tool with the exception of Bet Tote Exotics.
Use on single quaddie bets, and early quaddie bets, including quaddie combinations	Use on 'Multi Bets', 'Exotic Bets' apart from quaddie and early quaddie bets or 'Future Bets'
	Use on any other events

26. TRIFECTA RESCUE TOOL

26.1 "Trifecta Rescue" tool is a feature that allows you to receive a return of your bet stake up to $50 in Bonus Cash if you place a trifecta bet and if one selection misses its designated finishing place subject to these Terms.

26.2 The maximum refund provided with the Trifecta Rescue tool is $50

26.3 Trifecta Rescue may be available for you via our Neds Platforms on certain events (where indicated). If Trifecta Rescue is made available for use with your bet, then you will see the Trifecta Rescue icon in your betslip (located after clicking on the Toolbox icon in your betslip). If you wish to offer to place your bet with the Trifecta Rescue tool, you must select to proceed with the bet. If you do not wish to offer to place your bet with the Trifecta Rescue tool, you must deselect Trifecta Rescue.

26.4 Trifecta Rescue will only be available for:

(a) Bets placed on trifecta bets on Australian, New Zealand and Hong Kong thoroughbreds, greyhounds and harness races.

26.5 If your trifecta bet only fails by one selection (i.e. one selection misses its selected place), then you will be credited with Bonus Cash equal to the amount of the stake, up to the maximum specified above.

26.6 All Trifecta Rescue refunds are determined on final race results only and will not be paid on interim results or results that are subject to a protest. Trifecta Rescue refunds will be paid within 24 hours of the final results being determined. Your Trifecta Rescue refund of stake will not be deemed to have been received or processed by us until you receive the refund in the Bonus Cash section of your account.

26.7 Standard trifecta bet rules apply in line with our Racing Rules.

26.8 The Trifecta Rescue tool is:

Only available for	**Not available for**
Use on a bet that does not already benefit from any other Promotional Offer or Promotional Tool apart from Best Tote Exotics.	Use in conjunction with any other Promotional Offer or Promotional Tool with the exception of Bet Tote Exotics.
Use on single trifecta bets, including trifecta combinations	Use on 'Multi Bets', 'Exotic Bets' apart from trifecta bets or 'Future Bets'
	Use on any other events

27. SAME GAME MULTI (SGM) COVER TOOL

27.1 "SGM Cover" tool is a feature that allows you to receive a return of your bet stake up to $50 in Bonus Cash if you place a 3 or more leg same game multi bet on a sport event and if one leg fails, subject to these Terms.

27.2 The maximum refund provided with the SGM Cover tool is $50.

27.3 SGM Cover may be available for you via our Neds Platforms on certain events (where indicated). If SGM Cover is made available for use with your bet, then you will see the SGM Cover button in your betslip. If you wish to offer to place your bet with the SGM Cover tool, you must select to proceed with the bet. If you do not wish to offer to place your bet with the SGM Cover tool, you must deselect SGM Cover.

27.4 SGM Cover will only be available for:

(a) Sport markets/events. For the avoidance of doubt SGM Cover will not be available for use with markets/events relating to thoroughbreds, greyhounds and harness.

27.5 If your 3 or more leg sport same game multi bet only fails by one leg, then you will be credited with Bonus Cash equal to the amount of the stake, up to the maximum specified above.

27.6 All SGM Cover refunds are determined on final results only. SGM Cover refunds will be paid within 24 hours of the final results being determined. Your SGM Cover refund of stake will not be deemed to have been received or processed by us until you receive the refund in the Bonus Cash section of your account.

27.7 For the avoidance of doubt, where one (or more) leg of a same game multi bet is deemed to be void, the whole same game multi bet will be void and the SGM Cover tool will be returned to you. You will not receive a refund for one leg failing.

27.8 The SGM Cover tool is:

Only available for	**Not available for**
Use on a bet that does not already benefit from any other Promotional Offer or Promotional Tool.	Use in conjunction with any other Promotional Offer or Promotional Tool.
Use on sport markets where same game multi bets are permitted	Use on any thoroughbreds, greyhounds and harness events, including but not limited to exotics
Use on same game multi bets on a single event	Use on 'Multi Bets' that do contain a same game multi

28. EXCLUSIVE ODDS

28.1 "Exclusive Odds" is a feature that offers increased odds on events, markets and/or selections as selected by us in our absolute discretion.

28.2 The Exclusive Odds feature is identified via the highlighted odds button on designated events/markets/selections.

28.3 The size of the odds which may be available to you via the Exclusive Odds feature will vary depending on a range of factors, and no correspondence will be entered into regarding this.

28.4 In a bet placed on thoroughbred, greyhound or harness races, in the event of a runner (other than the selected runner) being scratched after the customer has placed an Exclusive Odds bet, normal Deduction rules will apply.

28.5 Dead heat rules apply (see Racing Rule 1.4).

28.6 Exclusive Odds does not apply to multi bets, exotic bets, or bets placed via Pick Your Own Odds.

28.7 Bets placed using Exclusive Odds are subject to our Terms of Use, including but not limited to clause 13.1. The maximum stake for a single bet using Exclusive Odds unaffected by clause 13.1 is $1,000 unless otherwise agreed by us.

28.8 Cash Out and other promotions (including, but not limited to Odds Boost and Toolbox products) are not eligible to be used with Exclusive Odds.

29. SOCIAL PROFILES, SOCIAL FEED

29.1 Social Profiles allows you to create a social betting profile, follow other profiles and share bets to your Profile. If you access Social Profiles via Ladbrokes, it may be referenced as "Social Feed". This clause 29 applies to both Ladbrokes and Neds (with any reference to Social Profiles incorporating Ladbrokes Social Feed).

29.2 You must have a Ladbrokes or Neds Account that is not an Inactive Account in order to create and use your Social Profile.

29.3 You must use your own Account when creating and using your Social Profile.

29.4 When creating a Social Profile, you must choose a display name for yourself. The display name will be displayed on your Social Profile and be visible to others. The display name must not be offensive or infringe another's rights (such as another's trademark rights).

29.5 Social Profiles should only ever be fun, and a positive experience for everyone involved and you must at all times act in a respectful and appropriate way. This is not a platform for any anti-social behaviour that is likely to offend or insult others and that type of behaviour will not be tolerated.

29.6 To ensure that everyone is having fun on this platform, we need to make sure that everyone feels safe and included.

29.7 Once you create a Social Profile you are able to follow other Social Profiles and share bets. You must always be respectful and only say things that you would be comfortable saying face-to-face with someone.

29.8 When creating and using Social Profiles, your Social Profile name, bio and any comments must not involve, or be reasonably perceived as involving:

(a) profanities, including misspellings or other representations of profanities;

(b) a breach of any laws, including infringement of another person's rights or something that could be considered defamatory;

(c) false or misleading information;

(d) discriminatory or other offensive topics, including comments on matters such as race, ethnicity, age, religion, gender or disability;

(e) illegal, violent or unsocial conduct;

(f) violation of another person's privacy rights, including disclosing personal or sensitive information;

(g) a threat, intimidation, harassment or any kind of bullying;

(h) spam or deliberate duplicate messaging;

(i) encouragement of irresponsible gambling, or other irresponsible behaviour or activity such as drinking or drug-taking.

29.9 Any indications that you may not be in control of your gambling will be reviewed and forwarded to our responsible gambling team.

29.10 If you choose to share tips or your bet selections via Social Profiles, or follow tips or selections of others via Social Profiles, we are not responsible for the content or result of any shared bet, and we do not make any representation regarding any shared bets.

29.11 If you see anything in Social Profiles that you believe violates these terms, you are encouraged to report it to us by contacting our Customer Support team..

29.12 We may take any of the following actions in relation to content posted, or that is attempted to be posted, to Social Profiles that we consider (in our sole discretion) is in breach of these terms. This includes:

(a) blocking and preventing it from posting;

(b) editing, or permanently deleting the content, if it has been posted;

(c) blocking out particular words or phrases from the content so those parts can't be seen once posted,

and these actions may be taken without any notice to the person posting or attempting to post the content.

29.13 Depending on the seriousness of the conduct and taking into account any previous conduct by the same user, we may:

(a) contact the user to discuss our concerns with the content;

(b) provide the user with a warning in relation to any behaviour and the action that may be taken if behaviour continues;

(c) restrict access to Social Profiles and any other feature of our platform, either permanently or on a temporary basis;

(d) close the user's Account(s) permanently or on a temporary basis.

29.14 In exercising our rights under the above clause 29.13, you agree that we are not required to explain or justify our reasoning to you. In the interests of protecting each user of Social Profiles, we have absolute discretion to remove, change and/or block any content that we deem inappropriate for any reason

29.15 Some of the above actions above may be taken as part of automated blocking and filtering processes. Other actions may be taken by our staff who will be reviewing what is posted on the platform. If you believe that these actions have been unreasonably applied having regard to these terms, please send details to Customer Support so that we can review and adjust if appropriate. While we will use our best efforts to consider your feedback, please note that we do not guarantee a response

29.16 We reserve the right to remove you from Social Profiles if you have not accessed the Social Profiles platform for a period of 90 days.

29.17 As Social Profiles grow, the terms that apply as set out in this clause 29 may change. We remind you that we may change our terms from time to time (as explained in clause 4 of the Terms of Use), and strongly encourage any user of Social Profiles to regularly review these terms.

29.18 By using the Social Profiles feature you acknowledge the following:

(a) Once you create a Social Profile, all your bets will be automatically shared to your Social Profile, unless you select otherwise or change your user settings;

(b) Once you create a Social Profile, all social activity such as joining a Community/Group will be automatically shared to your Social Profile, unless you select otherwise or change your user settings.

(c) If your Social Profile is set to “public”, anything that you post to your profile will be available for any other Social Profiles customer to view, noting that your customer profile “bio” is able to be viewed by other Social Profiles customers even if your Social Profile is set to “private”.

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