

RACE & SPORTS BOOK

TERMS & CONDITIONS

1. INTRODUCTION

1. This set of terms and conditions govern the use of the Operator Sports Book (the “Sports Book Rules”). When placing a bet with the Operator’s Sports Book, the Account Holder agrees that they have read, understood and agree to be bound, by these Terms and Conditions in addition to the Operator’s general Terms and Conditions applicable at any time.
2. The use of the Operator’s Sports Book is subject to the regulations imposed by the Kentucky Horse Racing Commission. To the extent that any decision issued by the Kentucky Horse Racing Commission conflicts, or is inconsistent, with these Sports Book Rules, the decision issued by the Kentucky Horse Racing Commission will supersede any relevant clause(s) of these Sports Book rules.
3. The Operator reserves the right to make changes to betting limits and offerings.
4. Any reference in these Sports Book Rules, to words/objects that appear in singular, also applies to plural. References to gender are non-binding and to be treated for information purposes only. All references to “including” shall mean “including without limitation”.
5. Should it be applicable, any reference to the Operator’s website and its contents is also to be considered as applicable for property/offline/land-based environments, including Self-Service Terminals (SST), Over The Counter (OTC) and Bring Your Own Device (BYOD).

2. DEFINITIONS

1. “Error” is a [mistake, misprint, misinterpretation, mishearing, misreading, mistranslation, spelling mistake, technical hazard, registration error, transaction error, manifest error, force majeure and/or similar], which may or may not be apparent to the Operator and/or the Account Holder at the relevant time [which has caused or resulted in bets [being offered and/or accepted]].

Examples of errors include, but are not limited to:

- As a result of failure of established risk management controls.
 - As a result of inappropriate manipulation of offers or settlement procedures as well as any fraudulent activity.
 - Incorrect payouts.
 - Cyber attacks.
 - Bets accepted;
 - During technical problems that would otherwise not have been accepted; at odds/prices that have been increased, improved or enhanced from the odds/prices that would have otherwise been offered.
 - On events/offers that have already been decided or concluded, or in relation to which the Operator had suspended betting.
 - On events/offers after the event/match/offer has started (except for live betting bet types).
 - On markets/events containing participants that are not part of the event.
 - Otherwise than in accordance with the applicable laws.
 - At odds that are materially different from those available in the general betting industry at the time the bet was accepted, whereby the Operator will use a majority of betting industry operators, to determine whether odds offered were “materially different”.
 - At odds which reflect an incorrect score, standing or ranking situation, including where incorrect odds are offered, as a result of any errors or omissions made in respect of the announcing, publishing, or reporting of a score, standing or ranking situation.
 - At incorrect odds where it is clear that the actual chances of the event occurring at the time the bet was accepted were materially different, or
 - That the bet has been placed by someone other than the Account Holder (including where someone has gained access to the Account holders’ account) or where the Account Holder is victim of fraudulent activity.
2. “Influence Betting” is an act, prohibited by the Operator, where an Account Holder, or parties acting in association with an Account Holder, can influence, or have influenced, the outcome of a match or an event - directly or indirectly.
 3. “Syndicate Betting” is an act, prohibited by the Operator, where Account Holders act together to place a bet or series of bets on the same event or competition, or when an Account Holder places a bet on behalf, or for the intended benefit, of another individual or other individuals. Where there is evidence of Account Holders acting together in this manner the Operator reserves the right to make the relevant bets void and/or withhold payment of returns pending the outcome of subsequent investigations to determine whether (in the Operators’ sole opinion), Syndicate Betting has taken place.

3. BET ACCEPTANCE

1. Each bet constitutes a legally binding betting contract between the Account Holder and the Operator. The formation of such betting contract requires the following phases:
 - I. The advertisement of a betting market.
 - II. The request to place a bet or wager on the betting market by the Account Holder.
 - III. The acceptance and confirmation of the bet or wager by the Operator.
2. A bet is not accepted and confirmed until it shows in the Account Holder’s bet history. Once it does, the contract will be considered duly formed. In cases of uncertainty about whether a bet has been accepted, the Account Holder is requested to check the open (pending) bets or contact Customer Service for confirmation. No bet or wager will be considered as completed unless confirmed via the Account Holder’s bet history or Customer services.

Unless accepted in Error, once accepted, a bet cannot be withdrawn by the Account Holder. It is the responsibility of the Account Holder to ensure details of the bets placed are correct.
3. Should a dispute arise about the acceptance (or lack thereof) of any bet, or the time at which any bet was placed, the Operators’ transaction log database will be the ultimate authority in determining such matters.
4. The Operator may refuse to accept any bets [or wagers] at any time and for any reason including in order to:
 - a.) Preserve the viability of the offered market (for example, without limitation, in relation to events where there is an extraordinary or unbalanced number of bets on the same market).
 - b.) Protect the Account Holder (e.g., without limitation, in relation to the event in which the Account Holder displays pathological behavior and refuses to self-exclude).
 - c.) Protect other users (e.g., without limitation, in connection with the event in which the Account Holder has a betting pattern that could adversely affect the regular betting activity of other users).
 - d.) To protect the Operator (for example, without limitation, in the event that the Account Holder exhibits money laundering, collusive or fraudulent behavior, we suspect that Account Holder is using a third party’s account, is allowing a third party to use the account, or is using automated means, bots, software or similar means, or engaging in arbitrage).
5. The Operator, depending on the level of risk, instead of refusing a bet or a wager, may accept the bet request placed by the Account Holder up to a certain amount thereof.

4. BETTING AND PAYOUT LIMITATIONS

1. In order to guarantee the viability of each market, to avoid potential cases of fraud and match-fixing, and to be able to make a correct estimate of the risk involved in each product offered. Limits vary depending on the sport.
2. The Operator determines that the minimum bet stake accepted will be \$1 and the maximum stake accepted varies, notwithstanding potential exceptions, dependent on the markets and bets proposed.
3. The Operator reserves the right to decline, all, or part of, any bet requested. This includes the possibility that a “System bet” as defined in <Section B, Para 4> is not accepted in full, either in terms of stakes or combinations included in said “System bet”. All bets placed through any the Operator platform, also including bets requesting manual approval, may be subject to a time delay prior to acceptance, the length of which may vary.
4. All odds offered are subject to variation. Such fluctuation is determined by the Operator Bets are accepted only at the odds available in the betting grid, at the time the bet was accepted by the Operator, irrespective of any other claim or previous publication present on the website or any other media detailing otherwise.
5. All payout calculations when settling bets will be done based on Decimal odds, irrespective of any other format displayed/chosen at time of bet placement.

5. CANCELLATION (VOIDING) OF BETS

1. A bet can be declared void, under the circumstances described in clause 3 below. If a bet is voided, it will be settled with odds of 1.00.
2. A bet made as an accumulative bet shall remain valid, notwithstanding a match or an event which is part of the accumulative bet being void.
3. The Operator reserves the right, to declare a bet void, totally or partially, if any of the following, or similar, circumstances have occurred:
 - a.) Bets have been offered, placed and/or accepted due to an Error and/or at odds which significantly differ from those currently present elsewhere in the betting industry market (see Section A, Para 2, clause 1)
 - b.) Bets placed while the website was encountering technical problems, that would otherwise not have been accepted;
 - c.) Influence Betting;
 - d.) Syndicate Betting;
 - e.) A result has been affected by criminal actions - directly or indirectly;
 - f.) A public announcement has occurred in relation to the bet which significantly alters the odds.
 - g.) A bet has been offered on the relevant market in breach of the gambling regulation in the specific jurisdiction
4. Past-posting and other cancellations: While the Operator employs its most reasonable endeavors to ensure the best user-experience, should a market be available for betting when it should have been removed or else with incorrect odds, the Operator reserves the right to void all bets accepted within said circumstances in accordance with <Section A, Para 5.3>. Similar situations include, but are not limited to:
 - I. ‘Pre-match’ bets placed/accepted after the event has started;
 - II. ‘Live’ bets placed/accepted at incorrect odds due to delayed or failing ‘Live’ coverage, or on odds which represented a different score than the actual;
 - III. Bets placed following the last instance that a participant/outcome had any chance to influence the match/event scoring applicable to the relevant market and an eventual withdrawal/disqualification/cancellation/format change or anything which precludes the ability of the applicable participant/outcome to influence said scoring will be declared void;
 - IV. Bets placed with odds which do not reflect that a related event was underway and where conditions could have been altered in a direct and indisputable way, or else after an event which could normally be deemed as leading to the outcome is happening or has happened already.
5. Related contingencies: Unless placed via the Operator’s in-event combination functionality, or offered explicitly as a specific offering, the Operator prohibits accumulator bets that include two or more outcomes which might turn out to be related (e.g. Team X to become champions and Player Y to be Top Goal Scorer in the same league). Although the Operator takes all necessary steps to prevent such possibilities, in the eventuality that this would happen, the Operator reserves the right, to declare void all parts of the accumulative bet which include the correlated outcomes whose odds are not indicative of the related contingency.
6. Bets can be voided regardless of whether the event has been settled or not.

6. DISCLAIMER AND PRIORITY

1. The Operator reserves the right, to adjust a Payout credited to an Account Holder’s balance if the Payout has been credited to the Account due to an Error.
2. In order to adjust any inaccuracy in the Account Holder’s balance following amounts credited due to Error, the Operator reserves the right to take any necessary action, without prior notice and within reasonable limits, to adjust the Account Holder’s balance through the reversal, amendment or cancellation, of any subsequent transaction on the Account Holder’s account.
3. These rules are applicable to all transactions with the Operator Sports Book and may be supplemented with other Rules. In the event of ambiguity, priority should be considered in the following order:
 - I. Rules and conditions published in conjunction with an offer and/or campaign.
 - II. Sport-Specific Rules.
 - III. General Sports Book rules.
4. Should unforeseen circumstances occur for which settlement is not covered explicitly by these rules the Operator reserves the right, to settle affected bets on an individual basis on the basis of equity, attaining itself to generally accepted betting norms, customs and definitions.
5. Any data provided or accessible in, from, or related to the Sports Book, may be used by the Account Holder for private, non-commercial use only and any use or attempted use of such data for commercial purposes is strictly prohibited.
6. The Operator has the right to enforce a term of the contract relating to the Sports Book against any Account Holder.



Must be 21 to enter the gaming floor. Gambling Problem? Call 1-800-GAMBLER. Management reserves all rights.