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 agreed 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 or 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/office/land-based environments, including Self-Serve 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.
- Bets 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 changes 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 on that betting market.

   III. The acceptance and confirmation of the bet on the 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.

3. No 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, or 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.