

## **Introduction**

www.betmasters.co.za (Betmasters) is a secure web based (Online) Platform, that allows the public to transact online. Betmasters covers horse racing from South Africa and a variety of other countries and territories, as well major South African and International sporting and interest based events.

The Betmasters Online Platform is operated by Betmaster (Pty) Ltd (Reg. No. 2009/001858/07), of 45 Roeland Square, Roeland Street, Vredehoek, Cape Town, 8001, Republic of South Africa. Betmasters (Pty) Ltd is the holder of a bookmaker and fixed odds license as issued by The Western Cape Gambling and Racing Board (WCGRB).

In order to use the Betmasters Online Platform, users must complete the online registration process or an alternate process as agreed to and at the sole discretion of Betmasters. Upon registration and every time the Platform is used, the user, by "ticking" the acceptance box for Terms and Conditions, agrees and warrants that he/she has read, understood and is cognisant of these rules, regulations and Terms and Conditions, and that he/she further abide and are bound by them. Should the user disagree, he must not accept these Terms and Conditions. The user further warrants his/her compliance with all applicable laws, rules and regulations, gambling related or otherwise, within the jurisdiction of origin, including but not limited to those highlighted further in these Terms and Conditions.

All users have an equal opportunity to transact, subject to these Terms and Conditions herein.

The purpose of these Terms & Conditions and Betting Rules is to detail the conditions under which bets are accepted by the Betmasters Online service. These include the types of bets available, the betting markets, maximum winnings, settlement of any winnings and statutory requirements that Betmasters are required to adhere to. It is the customer's responsibility to ensure that they are fully acquainted and familiar with the rules, terms and conditions under which bets are transacted.

Any changes to these rules will be posted on the website and where possible, customers will be notified of such changes via e-mail however, it remains the responsibility of the customer to ensure that they are aware and understand the current rules. Betmasters reserves the right to amend these Terms and Conditions at its sole discretion and always with them becoming valid and effective with immediate effect. Should you have any query regarding these rules, require clarification or advice, kindly e-mail your request to [customer@betmasters.co.za](mailto:customer@betmasters.co.za)

Betmasters reserves the right, at its sole discretion to deny and refuse the opening of an account, without any further correspondence being entered into, or providing reasons therefore. In the event that an account is opened, Betmasters reserves the right to suspend or close any account if the user fails or refuses to comply with the Terms and Conditions herein contained or any other applicable law. In this eventuality, Betmasters will refund any credit balance in the user's account at that time.

## **FICA Requirements**

It is a legal requirement that Betmasters and its customers are subject to the Financial Intelligence Centre Act (FICA), therefore upon registration it is necessary for the customer to provide the following documentation to us in order to establish and maintain a relationship:

1. A copy of your ID and contact details.
2. A copy of your utility bill not older than 3 months, as proof of residence.
3. Settlements or payments will only be made in the name of the account holder and not by or to a third party in any circumstance.

The Act was enacted to establish a Financial Intelligence Centre and a Money Laundering Advisory Council in order to combat money laundering activities; to impose certain duties on institutions and other persons who might be used for money laundering purposes; to amend the Prevention of Organised Crime Act, 1998, and the Promotion Of Access to Information Act, 2000; and to provide for matters connected therewith.

More information regarding the FICA Act can be found at <http://www.fic.gov.za>

Regulations with regard to FICA requirements dictate that Betmasters identifies and validates customers that transact above certain limits. You will be requested to provide documentary evidence of identity and residency should your transactions require that Betmasters obtains this information. The customer hereby agrees to provide such information on demand.

## **Account Opening Procedure**

Accounts may be applied for and opened, online ([www.betmasters.co.za](http://www.betmasters.co.za)) or via the mobile application ([www.betmasters.mobi](http://www.betmasters.mobi)) and/or directly with Betmasters (Pty) Ltd. All account applications are processed at the sole discretion of Betmasters (Pty) Ltd.

After accessing [www.betmasters.co.za](http://www.betmasters.co.za) or [www.betmasters.mobi](http://www.betmasters.mobi) and clicking on the "Join Now" button, follow the onscreen quick registration process by filling in the required fields and submitting it.

Once the application is received by Betmasters (Pty) Ltd, a notification of account application will be sent to the client and a request for statutory FICA related documentation.

Once the related FICA related documentation is received and at the sole discretion of Betmasters (Pty) Ltd, the account will be officially opened and activated.

## **Dispute Resolution**

Whenever Betmasters refuses to pay alleged winnings to a customer or a customer refuses to pay an alleged debt to Betmasters, for any reason, and/or a dispute of any kind related to the fulfilment of a transaction by either party, and Betmasters and the customer are unable to resolve the dispute to the satisfaction of both parties: Betmasters will inform the customer that the dispute will be referred to the Board (Western Cape Gambling and Racing Board, Seafare House, 68 Orange Street, Cape Town, 8001, South Africa) for resolution, after which Betmasters

will, within forty-eight hours, refer the dispute to the Board. The customer is not precluded from lodging a complaint directly with the Board. The Board shall conduct whatever investigation it deems necessary to resolve the dispute and shall serve a written notice on Betmasters and the customer, informing them of the Board's resolution. The resolution of the Board shall become effective on the date when the parties receive a written notice of the resolution.

In every case, the parties further agree, through agreement of these Terms and Conditions that should the dispute be referred for Arbitration, the Arbitrator shall be the Manager for Horse Racing and Betting of the Board or his nominee and that the decision of the Arbitrator shall be final and binding on the parties. If the dispute happens in another province, the Arbitrator may, at his/her discretion refer the matter to a different Provincial Licensing Authority, and the parties agree hereto.

If the dispute has been referred to arbitration, then the user's account shall not be suspended, however the user will only be allowed to transact using the balance equal to the value of funds deposited less the amount of the transactions in dispute, until the dispute is resolved.

## **Maximum Winning**

A bet is accepted on the understanding that it is the transaction of one customer and the maximum amount that one customer may win on one days' trading, per event.

All amounts displayed, be they relevant to Fixed Odds or Open Bet, regardless of sport or event - event being a betting opportunity presented by Betmasters which does not fall within the realm of standard Horse Racing and "Sports "definition, i.e. Lotto, Elections, Contests, Competitions, Life events etc - reflect the maximum amount payable in relation to a single betting unit. The unit being R1.00

<b>Event</b>	<b>Limit Per Day</b>
<b>Horse Racing</b>	
Gauteng	R 100 000.00
Kwazulu Natal	R 100 000.00
Western Cape	R 100 000.00
Kimberley/Port Elizabeth	R 50 000.00
Mauritius	R 50 000.00
Zimbabwe	R 50 000.00
Head to Head (Match Bets)	R 10 000.00
<b>International</b>	
(U.K./Dubai/U.S.A./Australia/France/H.K./Other)	R 50 000.00
<b>Sports Betting</b>	
All Sports Codes	R 100 000.00

Multiples	R 100 000.00
Events	R 100 000.00
Open Bet	R 200 000.00

## **Acceptance Of Bets**

Bets or transactions must be made online at the Betmasters Online website. No bets via fax, telephone or any other medium will be accepted and should any bets be received via such mediums, they will be classed as "void" immaterial to whether they are of a winning or losing nature. In the event that Betmasters launches a service using such mediums of access, separate Terms and Conditions will be published and agreed to by both parties prior to the initiating of any transactions.

Upon Registration clients are provided with a username and password, which is required for system access and in order to transact. All transactions conducted on the Platform using the relevant username and password are deemed to have been transacted by the user.

Bets are only accepted as valid bets, placed according to these rules, once a transaction code / ticket has been logged in the Betmasters Online server. If you have any doubts as to whether a bet is valid, you should view your list of "pending" bets. Once a transaction code / ticket has been logged, bets may not be cancelled under any circumstance. It is therefore imperative that customers understand that it is their responsibility to ensure that the details of bets are correct. In the event of any dispute, both the customer and Betmasters agree that the transaction log database will act the final authority in determining the outcome of such dispute.

Betmasters reserves the right to cancel, limit or refuse transactions for any reason and at any time whatsoever, at its sole discretion.

In order to manage our liabilities, Betmasters reserves the right to suspend, close and notify any customer of duplicate accounts. Betmasters further reserves the right to refuse the whole or part of any bet without offering any explanation, and at its sole discretion.

Multiple bets are not accepted where the outcome of one part of the bet contributes or determines the outcome of another part of the bet. In the event that a bet is accepted in error, the stake of the bet will be divided equally on the respective markets. This is a practice know as "limit busting" and will not be allowed.

Example: Liverpool to win in 90 minutes (price even money 1/1) AND Liverpool to win with exact score of 2-0 (price 7 / 1) will erroneously return a multiple price of 15/1. A bet of 1500 / 100 will be corrected to two bets, namely R 50 on Liverpool to win in 90 minutes (price 1/1 bet would be 50 / 50 ) and a bet of R 50 for Liverpool to win with exact score 2-0 ( 350 / 50 ).

Any bet accepted after the start of an event and is not identified as "IN RUNNING" or "IN PLAY" will be made void. In the event of any dispute over the time at which a bet was placed, the time recorded in the Betmasters transaction log will be the determining factor.

The placing of bets by any person under the age of 18 is prohibited by law and the right to void any transactions with persons under this age is retained. When opening an account and each

time a customer logs on, he is required to accept the Terms and Conditions of Betmasters Online Platform. In accepting these Terms and Conditions, the customer accepts and certifies that he is NOT a minor and is of 18 years of age. The customer acknowledges that he cognisant and accepting of the full impact of the law regulating age restriction on the Betmasters Platform. He further accepts and acknowledges that he releases and indemnifies Betmasters of all responsibility related thereto.

In using this Platform and accepting these Terms and Conditions, the user further acknowledges that he may be transacting from a jurisdiction where it may be unlawful to transact on this Platform. The access to and/or betting and transacting on the Betmasters Online Platform may not be legal for some persons in certain countries. Betmasters does not intend that the Betmasters Online Platform should be used for betting, transacting or any other purpose in countries or jurisdictions where such activities are illegal. The web site does not constitute any offer, solicitation or invitation to any person for any service or transaction where such activities are prohibited by law. It is the responsibility of each individual to understand, enquire and determine the law that applies to the jurisdiction in which they are domiciled as well as the validity and legality of his interaction. Whilst Betmasters will take every possible precaution on a best effort basis to determine the legality of access by all customers, the responsibility lies solely on the user, who indemnifies Betmasters in full in this regard. Betmasters cannot accept any responsibility under any law in any jurisdiction other than that of South Africa and specifically the licensing jurisdiction of the Western Cape Gambling and Racing Board.

Betmasters make no guarantee to the availability of the web site, market, event or prices contained in this service.

All winning bets are subject to the relevant betting tax, as amended from time to time. Currently, as at the 1st October 2012, the relevant rate is 6%.

All transactions take place in South African Rand.

The minimum stake per transaction on the Betmasters Online Platform is R6.00 (Six rand).

### **Internet Maximum Liability Per Market**

The Liability for all Betmasters Online clients is as follows:

Straight win bets are subject to a R30 000 win limit per bet per client and multiple bets will be subject to a R50 000 win limit per bet per client .Should any bets be erroneously accepted over this limit , these bets will be adjusted to the limit at the same odds whether they are winning or losing bets.

Whilst Betmasters is cognisant that transactional needs change from time to time, any variations on the limits above as well as Maximum Winning Limits above, are at the sole discretion of the Betmasters and must be agreed to in writing by both parties.

### **Security and Legality**

Betmasters, employees, agents and shareholders accept no responsibility or liability for any damages or loss that may result, or be alleged to have resulted from the use of Betmasters Online Platform, or its contents including interruptions in transmission or operation, loss or corruption of data, failure of lines or any other communication medium, equipment and/or software failure - Betmasters or client's, any individual misuse of the site or its content, the customers inability to access the Platform or any error or omission in content, or any failure of the system in any way, or any cause whatsoever, including breaches of warranty by Betmasters and specifically of those warranties provided by the client in terms of his/her acceptance of these Terms and Conditions.

The client hereby indemnifies Betmasters, the owners and operators of the Betmasters Online Platform, any of its respective employees, officers, directors and any affiliated or associated persons or organizations, and hold them harmless against any claims, liabilities, damages, costs or expenses of any nature including any legal action taken by or against the client, of any nature whatsoever, including but not limited to criminalization of the transactions within the user's jurisdiction, that may be made against them arising, directly or indirectly from anything referred to in the preceding paragraph will also not be held liable for any losses incurred.

After your account has been opened, your user name, account number and password must remain confidential and secret to yourself. All transactions where your user name and password have correctly been entered will be regarded as valid. It is therefore the user's sole responsibility to protect the integrity of these details and he/she hereby indemnify Betmasters against any and all irregularities arising from the use thereof.

It is the customer responsibility to advise Betmasters of any change of address or contact detail. Betmasters requires the customer to do so without delay and reserves the right to close and/or suspend accounts which have not met with this requirement within a reasonable period of time.

Betmasters and the Betmasters Online web Platform are licensed under the Western Cape Gambling and Racing Board.

Excluded persons are not permitted to gamble. An excluded person: means a person who has registered ( National Register of Excluded Persons ) as such in terms of section 14 in order to be prevented from engaging in any gambling activity.

## **Settlements and Payments**

Bets are settled according to the odds / price displayed at the time the bet is transacted and where possible will be reflected on the transaction detail. Fixed price bets will be subject to the relevant run / deduction applicable to that particular event.

Settlement or payments will be made in the name of the account holder and not to any third party in any circumstance. Payments will be made electronically directly into the customer's account and although Betmasters endeavour to make real time payments, they may take up to 24 hours to reflect in the customer's account. Payments will be activated Monday to Friday during the hours of 09h00 to 16h00.

In the event that Settlement or payment is not made, for whatever reason, within the normal and standard period of payment and settlement, or as indicated in these terms and conditions, clients have 90 days to claim their winnings from the time and date from which results are known. Such claims are to be made in writing and supported by betting referent documentation, and addressed to [customer@betmasters.co.za](mailto:customer@betmasters.co.za) or to the companies registered postal address as published herein and amended from time to time.

Betmasters reserves the right to claim back any funds that have been mistakenly credited to a client's account.

## **Deposits**

Deposits will be accepted by Betmasters in the form, of Cash Deposits, EFT transfers, Cheque deposits, credit card deposits (Visa and MasterCard) and any other payment method agreed to and facilitated through the Betmasters Online Platform payment gateway, as advertised.

Deposits will be accepted into the following bank accounts in the name of Betmasters Online, and will be credited to the "on-line betting" account once funds have cleared. All deposits should use their account user name as a reference.

<b><u>ABSA</u></b>	Account Number	4075116745
	Branch Code	632005
<b><u>Standard Bank</u></b>	Account Number	70457891
	Branch Code	020009
<b><u>Nedbank</u></b>	Account Number	Coming
	Branch Code	Soon
<b><u>FNB</u></b>	Account Number	62380287534
	Branch Code	251650

Cheque deposits will only be credited to accounts, once cleared and "returned" cheque deposits will accrue an admin fee of R300.00.

Credit Card deposits will be subject to "verified by Visa" and "MasterCard Secure code", as well as any security verification methods imposed by the Betmaster Online Platform payment gateway and advertised from time to time.

To facilitate reconciliation and identification of deposits, it is recommended that depositors email or fax their respective proof of deposits to [customer@betmasters.co.za](mailto:customer@betmasters.co.za) or +27 21 461 9129.

In the event that funds are credited or allocated to a user account in error, it is incumbent on the user to notify Betmasters thereof without delay. Unless notification is received, any transaction resulting after and resulting from the error shall be declared void.

All account information and transaction records held by Betmasters, are housed in a secure data centre as well as off site facilities and remain confidential.

## **Competition and Promotional Rules**

Any competition prize awarded by Betmasters will not be redeemed for cash unless stated in the competitions own statement of Terms and Conditions. Every Competition, promotional or otherwise run by Betmasters will carry its own separate statement of Terms and Conditions.

Any promotion run by Betmasters, be it in the form of vouchers and/or other methods, including but not limited to "Cash-Back", "Refer a Friend", "Loose By", "Free Bets" or "Wooh", the incentives are offered for the purpose of betting and promoting the usage of Betmasters Online Platform. These offers will apply as per specific terms and Conditions offered. In the event that a particular promotion/offer is absent of specific Terms and Conditions, for whatever reason, then any amounts quoted will not be allowed to be drawn as cash, unless an amount equal or greater to that particular prize or incentive has been deposited or won on the Betmasters Online website. (IE: For every R 1 awarded/offered, the same amount must be either deposited into the winners account by the account holder or winnings totalling that amount must be gained).

## **Privacy Policy**

Betmasters respects our clients right to privacy and the Privacy Policy describes the type of information gathered and the reasons for holding such data. By visiting this website, you are accepting the practices described in this Privacy Policy. If we change our Privacy Policy we will post these changes on this page.

The information we collect from users of this site (usually by means of forms such as the registration and contact forms) is limited to personal details needed for the purpose of business communications, administration, and providing you with promotional offers, for example: your name, address, telephone number, and e-mail address. We will collect, store, process, transmit or otherwise handle private information only with your knowledge and consent, and we will to the best of our ability ensure such information is not made available to any third party except as required to by law. In particular the client agrees that access to the system is available to the regulators and as such information is disclosed to the gaming board as required by and envisage in the relevant Acts. Further information of a non-personal nature may be gathered in the form of cookies or log files (for example, the IP address of your computer, the date and time of your visit, which pages you browsed and whether the pages have been delivered successfully.) Your IP Address is automatically collected and used for purposes of quality control, diagnosing problems with our server, administration of our web site; to gather demographic information or judge the popularity of our site areas. Betmasters may also use this data in aggregate form to develop customized services If you require access to information on what data is held about you, this can be obtained by contacting us (in accordance with the Promotion of Access to Information Act No. 2 of 2000).

Thank you for reading the above, which is a requirement of the ECT Act of 2002.

## **General Disclaimer**

Betmasters via Faxes, Emails, the Online Platform, advertising or other communication collateral, branding the Betmasters logo or name in any format, accepts no responsibility for the accuracy of the information, in any form, presented, including but not limited to information related to sporting or racing fixtures, odds, locations, times, results, process, runners or commentary, of any kind (Data). Betmasters further accepts no responsibility for any use of the data by any person for whatever purpose. Betmasters does not accept any liability for any loss incurred, including financial and consequential, either directly or indirectly, on any part of the Data, displayed or available through the mediums described herein, inclusive of any errors and omissions.

Further Betmasters does not accept any liability or responsibility, and the user by agreeing to these Terms and Conditions indemnifies Betmasters thereto, for any damage, direct or indirect, arising from the negligence of its employees, 3rd party data providers and other suppliers of any kind, agents, associates or consultants.