

General Terms and Conditions for Accounts

1. Definitions and interpretation

1.1 In these General Terms, unless the context requires otherwise:

Account means an account established by the Board for the purpose of placing bets;

Account Details Form means the account details form used by the Board from time to time;

General Terms means these general terms and conditions and the Special Terms, as may be amended from time to time in writing by the Board;

Identification means such documentary evidence containing a photograph and specimen signature as the Board deems acceptable from time to time;

PIN means Personal Identification Number;

Rules means the Betting Rules for the administration and conduct of betting, the totalisator and the conduct and operation of Sports Betting passed on 11 August 2003, as amended from time to time;

Schedule means the schedule attached to these General Terms, as amended from time to time;

Special Terms means any special terms and conditions applying from time to time and includes the Special Terms for Internet Betting and the Special Terms for Skybet betting; and

TAB Representative means a representative of a Totalisator Agency or NZ Racing Board.

1.2 A reference to a statute is a reference to a New Zealand statute and includes all regulations under and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

1.3 Headings shall not affect the interpretation of these General Terms.

1.4 References to clauses are to clauses of these General Terms.

1.5 All amounts are in New Zealand dollars unless expressly stated otherwise.

1.6 The singular includes the plural and vice versa.

1.7 Any expression not defined in these General Terms but defined in the Rules shall bear the same meaning in these General Terms as in the Rules.

2. Establishment of your Account

2.1 The Board agrees to establish, and you agree to the establishment of, an Account for the purposes of allowing you to make bets subject to the terms and conditions contained in these General Terms, the Special Terms (if applicable) and the Rules.

2.2 To open an Account, you must:

- (a) be 18 years of age or older;
- (b) complete fully, and return to the Board, the Account Details Form together with a deposit of cleared funds of not less than the minimum specified by the Board from time to time;
- (c) prove your identity and age by producing Identification to a TAB representative; and
- (d) nominate a PIN or accept a system generated PIN. If you nominate a PIN your PIN should not be easily guessed or identified as relating to you, or an obvious combination of numbers (e.g. birth date).

2.3 You agree you will not:

- (a) make your PIN known to any other person;
- (b) keep any record of your PIN in a form that can be readily identified; or
- (c) store the PIN anywhere, in written or electronic form.

2.4 The Board may, at its discretion, issue you with an electronic card for Account access and identification.

3. **Account to be used solely for betting**

3.1 Your Account must be used solely for the purposes of betting with the Board.

3.2 If the Board believes, on reasonable grounds, that your Account has been, is being or will be used for purposes other than betting with the Board, the Board may:

- (a) make all necessary enquiries about the activity on your Account;
- (b) decline any request by you to withdraw funds from your Account while enquiries are made pursuant to paragraph (a) above;
- (c) refuse to accept any deposit of funds into your Account or, having accepted such a deposit, may refund that deposit or any balance of the deposit to you at its discretion;
- (d) close your Account, and retain any funds in your Account while enquiries are made pursuant to paragraph (a) above or remit those funds to you (less a reasonable administration fee) or retain those funds while enquiries are made pursuant to paragraph (a) above.

4. Deposits into your Account

- 4.1 You may deposit funds into your Account by any of the means and channels approved by the Board pursuant to the Rules, subject to any restrictions specified in the Schedule.
- 4.2 You or any other person wishing to deposit cash into your Account of an amount equal to or greater than the threshold specified in the Schedule must produce Identification to a TAB representative before the deposit will be accepted.
- 4.3 If a person (including the Board) deposits funds into your Account in error, the Board may, at any time, withdraw those funds from your Account without reference to you. If at the time the Board withdraws those funds, the balance of your Account is not sufficient to cover those funds, you will be liable for the shortfall in your Account and will be required to repay the funds deposited in error.
- 4.4 The Board will convert into New Zealand currency any funds that you deposit into your Account that are not denominated in New Zealand currency. The relevant funds will be converted in accordance with the rate of exchange between the New Zealand dollar and the relevant currency, being the mid-rate of the buy and sell quotes for the relevant exchange rate quoted by the Reserve Bank of New Zealand immediately prior to the close of business on the day of receipt of the funds. The Board will not be liable to you in any way for the exchange rate at which your nominated foreign currency is converted into New Zealand currency. The Board may charge you a reasonable administration fee to cover any costs it incurs in converting your funds into New Zealand currency.

5. Withdrawals from your Account

- 5.1 Provided that your Account has a credit balance, you may make withdrawals from your Account through the channels specified by the Board from time to time.
- 5.2 At your request, funds withdrawn from your Account may be converted from New Zealand dollars to any currency specified by you prior to the funds being sent to you. The withdrawn funds will be converted in accordance with the rate of exchange between the relevant currency and the New Zealand dollar, being the mid-rate of the buy and sell quotes for the relevant exchange rate quoted by the Reserve Bank of New Zealand immediately prior to the conversion on the day of the remittance. The Board will not be liable to you in any way for the exchange rate at which your New Zealand currency is converted into your nominated foreign currency. The Board may charge you an administration fee to cover any costs it incurs in converting your funds into another currency.
- 5.3 You may not overdraw your Account at any time.
- 5.4 The Board will not be liable for payment of any funds that are remitted to you by the Board but which you do not receive, unless the Board receives full and irrevocable value for those funds.
- 5.5 A certificate issued by the Board confirming that funds were remitted to you will be conclusive evidence of the relevant remittance for all purposes.

6. Administration of your Account

- 6.1 The Board may require you to submit written advice amending any or all of the details contained in your original Account Details Form.

- 6.2 You may revoke your original Accounts Details Form and replace it with a new Accounts Details Form if you satisfy the Board that this is reasonably necessary. Any credit in your Account will be transferred to your new Account.
- 6.3 The Board will not investigate any claim concerning an alleged discrepancy in the balance of your Account unless you have queried the balance of your Account at least once in the two weeks since the date the discrepancy is alleged to have arisen.
- 6.4 You may ask the Board to close your Account at any time.
- 6.5 The Board may close your Account at any time without giving you any reason.
- 6.6 On closure of your Account, the Board will at its discretion:
- (a) remit the whole or part of any credit balance to you;
 - (b) retain the whole or part of any credit balance pending receipt of your instructions as to disposal of the credit balance; or
 - (c) retain any credit balance while enquiries are made pursuant to clause 3.2(a) above.
- 6.7 If your Account has not been active for a period of one year or more, the Board may deem your Account to be dormant and, at its discretion, retain any credit amount in your Account or remit such amount to you less a reasonable administration fee.
- 6.8 You are not entitled to receive any interest on amounts held in your Account.
- 6.9 Account holders have the ability to request a statement of their Account.
- 7. Placing bets**
- 7.1 You may place bets through your Account if the Account has a credit balance. The value of your bet must not exceed the credit balance of your Account.
- 7.2 Subject to these General Terms, you are deemed to accept a bet issued to you as recorded by the Board against your Account.
- 7.3 The Board may refuse to accept any bet placed by you without giving any reason. The Board will use its best endeavours to communicate to you that it has not accepted the bet. The Board will not be liable to you for any loss you may suffer as a consequence of refusing to accept a bet made by you.
- 7.4 The Board will credit any Dividends, Returns and Refunds owed to you to your Account in accordance with the Rules. If a Dividend, Refund or Return is subsequently altered, then you will be liable to the Board for repayment of the Dividend, Refund or Return. The Board may withdraw the amount owed to it from your Account without reference to you. If at the time the Board withdraws those funds, the balance of your Account is not sufficient to cover those funds, you will be liable for the shortfall in your Account and will be required to repay the liability to the Board.

8. **Phonebet transactions**

- 8.1 Any bet you make through Phonebet must be not less than the current minimum value as specified in the Rules.
- 8.2 You must check the call back of your bet by a Phonebet Operator and ensure that it is accurate. If you fail to correct your bet details at the time of the call back, the bet recorded on the Board's computer system will be valid and conclusive. If you wish to cancel your bet, the Board will make all reasonable efforts to do this, subject always to the Rules.
- 8.3 The Board shall not be liable for any claim that is inconsistent with the bet recorded on the Board's computer system, or for any bet that is unable to be cancelled, where such bets have been placed through Phonebet.

9. **Touchtone transactions**

- 9.1 Any bet you make through the Touchtone channel must be not less than the current minimum value as specified in the Rules.
- 9.2 You must listen carefully to the Touchtone automated call back and ensure that it is accurate. If you fail to correct your bet details at the time of the call back, the bet recorded on the Board's computer system will be valid and conclusive.
- 9.3 If, after the call back you have confirmed your bet but then realise that it is incorrect, you may attempt to have the bet cancelled and corrected by ringing Phonebet. The time period for bet rectification of an error or omission is defined in the Rules. The Board makes no guarantee that an attempt to correct a Touchtone bet in these circumstances will be successful. If the bet is not corrected, the bet recorded on the Board's computer system will be valid and conclusive.
- 9.4 You agree that, by placing a bet via Touchtone, your bet, once it has been transmitted from your phone:
 - (a) if it is a fixed-odds Touchtone bet, is an irrevocable offer by you to accept whatever may be the betting odds calculated by the Board's fixed odds computer at the time the fixed odds Touchtone bet is processed by that computer;
 - (b) may be accepted in whole or in part, or declined, by the Board at its complete discretion; and
 - (c) subject to paragraph 9.5, will be accepted by the Board (thereby forming a betting contract) when the Board determines that the Board will accept the bet, with communication to you being unnecessary for this purpose.
- 9.5 You acknowledge that the fixed odds offered by the Board on an Authorised Event may change between the time that you transmit your Touchtone bet to the Board, and the time it is received by the Board, in which case the Board will endeavour to notify you of the change in your bet. You can accept the changed bet by taking no action following your receipt of the notification, or you can cancel the bet by following the Touchtone instructions.

9.6

10. Text betting

- 10.1 If you have a text capable phone, you can register for text betting. Details on how to register for text betting, and how to place text bets, are available from the website www.tab.co.nz. You are able to obtain certain information on races as specified by the Board from time to time.
- 10.2 You may also place certain bets via text betting. Details of these types of bets are available from the website www.tab.co.nz.
- 10.3 You may also request the balance of your Account be texted to your mobile phone.
- 10.4 Texts incur charges and will be charged to your mobile phone account or debited from your pre-paid balance. The Board is not liable for the cost of any text bets, balance inquiries, race information requests or any other associated costs.
- 10.5 Once you have submitted your text bet, and it has been received and accepted by the Board, the Board will send you a return text confirming your bet.
- 10.6 If, after the text confirmation you realise that the bet is incorrect, you may attempt to have the bet cancelled and corrected by ringing Phonebet. The time period for bet rectification of an error or omission is defined in the Rules. The Board makes no guarantee that an attempt to correct a text bet in these circumstances will be successful. If the bet is not corrected, the bet recorded on the Board's computer system will be valid and conclusive.
- 10.7 The Board will not be liable for any claim that is inconsistent with the bet recorded on the Board's computer system or confirmation text of the bet in question, or for any loss or damage (whether direct, indirect and/or consequential) arising out of, or in any way related to, the placing of bets by you through text betting.

11. Privacy Act 1993

- 11.1 When you open your Account, operate your Account, use the Board's website and/or place bets with the Board, the Board is collecting personal information from you for the purpose of establishing and maintaining the relationship between you and the Board. The Board may not be able to open an Account for you if all the requested information is not provided. Information collected and held by the Board about you may be used by the Board from time to time to:
 - (a) assess your credit-worthiness;
 - (b) confirm that your Account is being used in accordance with these General Terms (and, in particular, that it is being used solely for the purposes of betting with the Board);
 - (c) offer you products or services that the Board considers may be of interest to you; and
 - (d) comply with its obligations under the Racing Act relating to problem gambling, harm prevention and minimisation.

Under the Privacy Act, you have the right to access and correct personal information held by the Board.

- 11.2 The Board may disclose your personal information to particular organisations both within New Zealand and overseas for the purpose of investigating and/or detecting breaches of the Rules of Racing or any relevant legislation of New Zealand, or of another jurisdiction.
- 11.3 To obtain a list of the authorised bodies with whom the Board has an agreement to share information, contact the Board's Privacy Officer.

12. **General**

- 12.1 You are subject to these General Terms (including any Special Terms) and the Rules.
- 12.2 If there is an inconsistency between these General Terms and the Rules, the Rules prevail. A copy of the Rules are available at the New Zealand Racing Board's website www.tab.co.nz and you should check them regularly to ensure you are familiar with them, as they will change from time to time.
- 12.3 If there is any inconsistency between any Special Terms and these General Terms, the Special Terms prevail.
- 12.4 The Board will notify Account Holders of any amendments to these General Terms (except for amendments made to the Schedule) made from time to time through:
- (a) its website, www.tab.co.nz;
 - (b) Totalisator Agencies;
 - (c) advertisements in the NZ Herald, Dominion Post, Christchurch Press, Waikato Times and Otago Daily Times (or their respective successors) newspapers.

For the avoidance of doubt, amendments to the Schedule (including without limitation, maximum and minimum betting, deposit and withdrawal levels) will only be published on the Board's website.

- 12.5 These General Terms are governed by, and are to be construed in accordance with, New Zealand law. The parties submit to the exclusive jurisdiction of the New Zealand Courts.
- 12.6 Failure or omission by the Board at any time to enforce or require strict or timely compliance with any terms of these General Terms will not affect or impair that term in any way or the rights of the Board to avail itself of the remedies it may have in respect of that term. No waiver by the Board of any breach by you of any term of these General Terms at any time is to be deemed to be a waiver of any other breach of that term or any other term by you.
- 12.7 If any term of these General Terms is, or becomes, unenforceable, illegal or invalid for any reason, the relevant term is to be deemed modified to the extent necessary to remedy the unenforceability, illegality or invalidity. If this is not possible, the relevant term is to be severed from these General Terms, without affecting the enforceability, legality or validity of any other term of these General Terms.
- 12.8 These General Terms and the Rules constitute the entire agreement of the parties in respect of establishing and operating your Account and supersede all previous agreements in respect of those matters.

- 12.9 All liability of the Board to you or any other person for any loss or damage whatsoever suffered (including, but not limited to, direct, indirect and/or consequential loss), whether in tort (including negligence), contract or otherwise, is expressly excluded to the fullest extent permitted by law. In particular, the Board, and any employee, agent or contractor of the Board, will not be liable for any loss arising from the unauthorised use of your Account.
- 12.10 The Board does not warrant or imply that placing bets via your Account complies with the legal requirements of any country other than New Zealand. If you are domiciled in a country other than New Zealand, you must satisfy yourself of (and assume full responsibility for) the legality of the:
- (a) placement of bets with the Board or your use of the Board's gaming and wagering services;
 - (b) deposit of funds into your Account (by you, the Board or any other person); and
 - (c) withdrawal of funds from your Account (by you or the Board).
- 12.11 The Board will not be liable for any loss arising from the postage of remittances to an address supplied by you to the Board.