

# TRACK & BALL TERMS AND CONDITIONS

## 1 INTRODUCTION

- 1.1 We are licensed as a bookmaker by the KwaZulu-Natal Gaming and Betting Board ("the Board").
- 1.2 We may accept bets placed via the website on the terms and conditions recorded in this document.
- 1.3 We may amend these terms and conditions from time to time. We will endeavour to notify you of such changes, however it remains your responsibility to ensure that you are appraised of the terms and conditions in effect at the time when you place a bet.
- 1.4 Any queries regarding these terms and conditions can be sent to Track & Ball support.

## 2 BETTING ACCOUNT

- 2.1 Before you place any bets with us you will need to open a betting account with us. Before your account can be activated we will require from you documents necessary for us to comply with the Financial Intelligence Centre Act ("FICA"). The documents we would require include:
  - 2.1.1 a copy of your identity document and contact details;
  - 2.1.2 a copy of a utility bill (not older than 3 months), as proof as your residence.
- 2.2 The documents we require for the purposes of complying with FICA may change from time to time and we may in future request additional documents for these purposes. If we request additional documents from you by a specified date and you do not deliver those documents to us by the specified date, your betting account shall be suspended from the specified date and the account shall only be re-activated once we receive the requested documents.
- 2.3 Only individuals who hold active bank accounts within South Africa and in the currency of South African Rand may open a betting account with us.
- 2.4 You may not have more than one account with us. We reserve the right to suspend or close any account if we suspect that an account is a duplicate account.
- 2.5 It is your responsibility to advise us of any change of address or contact detail.
- 2.6 You may close your betting account with us at any point on written notice sent to Track and Ball support. Upon receipt of such a notice we will close your account and refund to you any money held in your betting account within 5 business days.

## 3 ACCEPTANCE OF BETS

- 3.1 Bets must be placed online via the website or via our telephone call centre. If you attempt to place a bet using any other method, that bet will not be accepted.
- 3.2 We reserve the right to refuse to accept any bet for any reason.
- 3.3 A bet is only accepted by us once a transaction code/ticket has been logged in our computerised betting system. The accepted bet will simultaneously reflect in your online betting slip.
- 3.4 If you have any doubts as to whether we have accepted a bet placed by you, you can review same on your online betting slip.
- 3.5 Once a bet has been accepted by us it cannot be cancelled by you for any reason. It is therefore imperative that you ensure that your bet is correct before you place the bet.
- 3.6 All bets are subject to our Betting Rules, from time to time, which are available on the website.
- 3.7 Any bet accepted after the start of an event and not identified on our website as "IN RUNNING" or "IN PLAY" will be made void. In the event of any dispute over the time at which a bet was accepted, the time recorded in our computerised betting system will be the determining factor.

#### **4 INTERNET MAXIMUM LIABILITY PER MARKET**

- 4.1 All bets placed via the website are subject to the following win limits per bet per client:
  - 4.1.1 R20 000 on straight win bets;
  - 4.1.2 R10 000 on first timers (horses that are running their first race);
  - 4.1.3 R30 000 on multiple bets.
- 4.2 Should we erroneously accept any bet that would result in a payout over the above limits, that bet and payout will be adjusted to the above limit at the same odds, whether it is a winning or losing bet. If it is a losing bet, that portion of the stake which caused the above limits to be exceeded will be refunded to you.

#### **5 SETTLEMENTS AND PAYMENTS**

- 5.1 Bets are settled according to the odds/price displayed on the website at the time the bet is accepted by us and where possible will be reflected on your online betting slip. Fixed-price bets will be subject to the relevant run/deduction applicable to that particular event.
- 5.2 Payments will only be made electronically and only directly into your betting account and may take up to 24 hours to reflect in your betting account. If you instruct us to pay money from your betting account into your bank account, such instruction will only be processed on weekdays between 09h00 and 16h00.
- 5.3 We reserve the right to claim back any funds that have been mistakenly credited to your betting account.
- 5.4 You may deposit money into your online betting account via any of the below bank accounts:

**First National Bank**

Account Number: 62531776047  
Branch Code: 221426

**Nedbank**

Account Number: 1098652584  
Branch Code: 198765

**Standard Bank**

Account Number: 050 667 351  
Branch Code: 040026

- 5.5 All account information and transaction records held by us remains confidential.
- 5.6 All winning bets are subject to the relevant betting tax.

#### **6 DISPUTE RESOLUTION**

- 6.1 In the event of a dispute between you and us and we are unable to resolve the dispute, we will refer the dispute to the Board within 48 hours for resolution.
- 6.2 You may lodge a complaint directly with the Board. The Board shall conduct whatever investigation it deems necessary to resolve the dispute in terms of the prevailing legislation.
- 6.3 In the event of any dispute regarding your bet, the transaction log database in our computerised betting system shall, in determining the dispute, serve as the record of you placing and us accepting the bet in dispute.

#### **7 LIMITATION OF LIABILITY**

- 7.1 We, our employees, our agents and our shareholders shall not be responsible or liable for any damages or loss that may result, or be alleged to have resulted from the website, its content and functionality, including interruptions in transmission or operation, loss or corruption of data, failure of lines or any other

communication medium, any individual use or misuse of the website or its content, or any error or omission in content.

## **8 SECURITY**

- 8.1 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 and you shall have no claim against us if your user name or password has been appropriated.

## **9 LEGALITY**

- 9.1 Excluded persons are not permitted to gamble. An excluded person means a person who has been registered as such in terms of section 14 of the National Gambling Act No. 7 of 2004 in order to be prevented from engaging in any gambling activity.
- 9.2 The placing of bets by any person under the age of 18 is prohibited by law and any bet so placed shall automatically be void.

## **10 RELATED EVENTS / CONTINGENCIES**

- 10.1 A related bet is a multiple bet where the outcome of one event in that bet contributes or determines the outcome of another event in that bet.
- 10.2 If we erroneously accept a related bet, the bet will be settled in accordance with the prevailing legislation.

## **11 BONUS TERMS AND CONDITIONS**

- 11.1 The bonus amount must be wagered four (4) times over to make a withdrawal. (For example, if you deposit R500 and receive R100 bonus, you will need to wager R400 before Track & Ball will process your withdrawal)
- 11.2 Bets with odds of 8/10 or higher will only be accepted.
- 11.5 Track & Ball Gaming reserves the right to close any account it may find suspicious or abusing bonus offers & has the right to change the terms & conditions of any promotion at any time.

## **12 DEFINITIONS**

- 12.1 “**We**” or “**us**” means Track & Ball (Pty) Ltd.
- 12.2 “**You**” means any punter who holds a betting account with us.
- 12.3 “**Track & Ball support**” means [onlinesupport@trackandball.co.za](mailto:onlinesupport@trackandball.co.za).

### 13 FICA GUIDELINES

Before your account can be activated we will require from you documents necessary for us to comply with the Financial Intelligence Centre Act ("FICA").

The documents we would require include:

- A copy of your identity document and contact details
- A copy of your proof as your residence not older than 3 months.

You can choose from the following:

1. Utility Bill
2. Letter from the local municipal councillor
3. Lease agreement
4. Retail statement

If you do not have a document that is on your name, you can send us a document from the person you live with, however you will also need to submit an affidavit written by them stating that you reside with them as well as a copy of their ID/ Driver's License.

### T'S & C'S

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- It is your responsibility to advise us of any change of address or contact detail.
- You may close your betting account with us at any point on written notice sent to [onlinesupport@trackandball.co.za](mailto:onlinesupport@trackandball.co.za) – Upon receipt of such a notice we will close your account and refund to you any money held in your betting account within 5 business days.