

## **Terms & Conditions Page (Legal)**

TOP BET S.A. Terms and Conditions: Part A

### **General Information**

#### **TOP BET S.A. (PTY) LTD'S (HEREINAFTER REFERRED TO AS "TOP BET") GENERAL INFORMATION CONCERNING ITS INTERNET BETTING SITE AND THE CONDUCT OF INTERNET BETTING TRANSACTIONS**

##### **1. COPYRIGHT**

1.1. Top Bet has caused to have the contents of this Part A and Parts B, C and D devised and created by legal counsel and it has thereby expended considerable time and financial resources in doing so.

1.2. By virtue of the recordal in 1.1, the contents of this Part A and Parts B, C and D and more particularly the text, the layout and general format constitutes the lawful intellectual property of Top Bet. Accordingly, Parts A, B C and D constitute work of a copyright nature which vest in Top Bet and accordingly may not be infringed through copying (outright and/or partially) by any other party. In the event of infringement of its intellectual property rights then Top Bet will be entitled to take legal steps to prohibit the continuation of such copyright infringement and to lodge the relevant criminal complaint (for prosecution proceedings to be initiated), always subject to their right to claim whatever damages that it is entitled to claim in law.

##### **2. ABOUT TOP BET AND ITS INTERNET AND MOBI BETTING SITE**

2.1. Top Bet is a private company duly registered and incorporated according to the Company Laws of the Republic of South Africa, and having registration number 2008/006710/07. Top Bet has operated as a licensed bookmaker since April 2008 and has strived to conduct itself in an honest and fair manner and more particularly has complied with all its obligations and more particularly the obligations imposed by the Gauteng [The Gambling Act](#) No 4 of 1995 ("[The Gambling Act](#)").

2.2. Top Bet has been issued with a bookmaker's licence by the Gauteng Gambling Board, (an authority which regulates and controls gambling in the geographical area of Gauteng in South Africa) (its contact details are indicated in paragraph 11.2.) which entitles it to transact betting transactions with members of the general public, such licence having been issued in terms of the provisions of section 54 read with section 32 of [The Gambling Act](#). [The Gambling Act](#), and more particularly in terms of section 37, entitles the Gauteng Gambling Board to suspend and/or revoke Top Bet's bookmaker's licence if it does not conduct itself and its business in a fit and proper manner.

2.3. The National Gambling Board of South Africa and the Gauteng Gambling Board has consented to Top Bet transacting betting transactions via the internet, which is possible as a result of the utilisation of an electronic agent in the nature of a computer software programme (which has been tested and approved by the South African Bureau of Standards) which in turn gives rise to the creation of an automated betting transaction and thus a legally binding contract (confirmation hereof is to be obtained from [www.ngb.org.za](http://www.ngb.org.za) or [info@ngb.org.za](mailto:info@ngb.org.za)).

2.4. The means by which betting transactions are created is through an electronic agent and more particularly a computer software programme. The computer software programme enables Top Bet to convey to its customers the existence of various sporting events on which various types of betting odds are offered by it. Although Top Bet will make every effort to ensure that the computer software programme is functioning to its optimum, and more particularly efficiently and correctly, this unfortunately can never be guaranteed. Furthermore, although Top Bet will make every effort to ensure that errors do not take place, the information in the nature of betting odds, and/or participants and/or dates and times of sporting events, and/or the amount available to be won on a specific betting transaction may for example be incorrectly "typed in" and thereby captured onto the internet betting site i.e. as a consequence of human error. When this occurs Top Bet will have the right at any time to amend and/or void any betting transactions which then arise and as a consequence of the error. Accordingly, and whenever it appears to a customer that an error exists (as a result of the obvious failure of the computer software programme and/or as a result of obvious human error), then the customer should immediately telephonically communicate with Top Bet so as to draw attention to the error and thereby to avoid disappointment.

2.5. Top Bet is a member of the Gauteng Off Course Bookmakers' Association, (commonly known as "GOBA") (its contact details are indicated in paragraph 11.1) which association has as its members all licensed bookmakers in the geographical area known as Gauteng in South Africa. Top Bet is bound by the GOBA Constitution and more particularly has undertaken to conduct itself professionally, honestly and with integrity.

2.6. Top Bet's contact details are as follows:

2.6.1. **Physical Address** (Head Office)

Office Suite 2  
Roof Level  
Northcliff Corner Shopping Centre  
Beyers Naude Drive  
Northcliff  
Johannesburg  
South Africa

2.6.2. **Registered Office Address**

Office Suite 2  
Roof Level  
Northcliff Corner Shopping Centre  
Beyers Naude Drive  
Northcliff  
Johannesburg  
South Africa

2.6.3. **Email Address**

info@topbet.co.za

2.6.4. **Telephone Numbers**

011 888 6454

011 782 8330

#### 2.6.5. **Telefax Number**

011 888 6455

2.7. Top Bet's liabilities and more particularly its financial ability to pay successful betting transactions are guaranteed as a result of it, through GOBA, having issued to the Gauteng Gambling Board guarantees (supported by cash resources) in terms of the provisions of section 32 (1) (b) of [The Gambling Act](#).

2.8. Top Bet supports responsible gaming. Top Bet urges its customers not to engage in betting transactions with it who financially cannot afford to indulge in betting transactions. Accordingly Top Bet invites its customers who have gambling problems and/or addictions to make use of the toll free contact number and being 0800 006 008 (South African contact number).

### **3. APPLICABLE LEGISLATION GOVERNING BETTING TRANSACTIONS WITH TOP BET AND THE TERMS AND CONDITIONS WHICH WILL REGULATE THE RELATIONSHIP BETWEEN TOP BET AND THE CUSTOMER**

3.1. The opening of an internet betting account and more particularly the conduct of betting transactions between Top Bet and its customers shall be exclusively governed by the Laws of the Republic of South Africa.

3.2. The Laws of the Republic of South Africa recorded in 3.1 are the following:-

3.2.1. [The National Gambling Act](#) No 33 of 1996 read with its regulations (as amended from time to time); and

3.2.2. [The Gauteng Gambling Act](#) No 4 of 1995 read with its regulations (as amended from time to time); and

3.2.3. the Financial Intelligence Centre Act No. 38 of 2001 read with its regulations (as amended from time to time); and

3.2.4. the Electronic Communications and Transactions Act No 25 of 2002 read with its regulations (as amended from time to time); and

3.3. Should any potential customer and/or existing customer of Top Bet not accept all of its trading terms and conditions then **such customer should not make application for the conduct of an account and/or should close their account.**

3.4. The terms and conditions in Parts B, C and D hereof shall be **the only** terms and conditions which regulate betting transactions between Top Bet and its customers, **which terms and conditions Top Bet reserves to itself to amend, alter, vary and/or cancel, which amendment, alteration, variation and/or cancellation will, from time to time, be posted on its home page** (being the primary entry point web page of Top Bet's website).

3.5. Certain countries prohibit their citizens from transacting betting transactions within internet betting providers such as Top Bet. It is accordingly the obligation of any potential customer of Top Bet to make their own enquiries with their relevant local authorities to establish whether they are permitted to transact betting transactions with Top Bet through its internet website.

### **4. AGE RESTRICTION**

In terms of section 78 of [The Gambling Act](#), no person under the age of 18 (eighteen) shall be permitted to conduct betting transactions with Top Bet. In the event that Top Bet ascertains that a customer is under the age of 18 years, then Top Bet shall immediately cancel the customer's internet betting account, and in its discretion shall be entitled to cancel all previous betting transactions and, where applicable, shall pay any credit amount in the internet betting account of the customer to the Gambling Board.

## **5. OPENING AND CONDUCTING OF AN INTERNET BETTING ACCOUNT WITH TOP BET**

5.1. In order to conduct betting transactions with Top Bet, it is necessary for the customer to provide all of the information sought in the account opening form which information the customer warrants is true and correct.

5.2. In terms of the provisions of the Financial Intelligence Centre Act of 2001 **and before your account can be activated** it will be necessary for the customer to furnish Top Bet with a copy of the customer's identity details (from an identity document/passport which must be valid) and proof of residence in the nature of a statement/invoice of account (rendered by a City Council or a bank in the case of mortgaged property) (which statements shall not be older than 3 (three) months).

5.3. At all times the customer must ensure that their details in the opening account form remains up to date and to change any details that have altered since the date when the account was opened.

5.4. The opening and the conduct of an internet betting account will result in the issuing of a password and user name (which name must at all times be retained by the customer in a manner to ensure that no other third party has access to the customer's account i.e. should the customer not adhere to this confidentiality request, Top Bet will not be liable for any unauthorised activity relative to the customer's account).

5.5. The customer shall not be entitled and undertakes not to conduct, (through another person as agent or otherwise), additional internet betting accounts and should Top Bet determine that the customer is doing so, it shall have the right to immediately terminate the accounts and to void and cancel all successful betting transactions since inception of one or all of the accounts concerned.

5.6. Any credit balances in the customer's account will be paid by Top Bet only in South African Rand (ZAR) and the request for the payment of credit balances will only be considered between 09h00 – 17h00 from Monday to Friday subject to such days not being a public holiday.

5.7. Any credit balances in the customer's account **will only be** paid into the customer's banking account (in the case of funds being paid into Top Bet's banking account by way of an internet banking transfer) or into the customer's credit card (in the case of funds being paid into Top Bet's banking account by way of a credit card payment).

5.8. Any request by a customer to withdraw credit amounts from an internet and mobi betting account must be in writing and the written request form of Top Bet must be completed and signed and thereafter telefaxed to Top Bet (it is suggested that after the telefaxing of the written request, the customer should communicate with our offices by way of telephone/email to confirm receipt of the written request). As regards the request for payment of credit amounts by a customer Top Bet will endeavour to process such request within 48 (forty eight) hours of receipt of such request - Top Bet will effect payment through the banking internet system **but cannot warrant that such system**

**will result in the credit transfer amount being reflected in the bank account concerned and within a specific time i.e. should there be a delay in the transfer of the credit amount, Top Bet will not be liable to the customer for any damages/losses from whatsoever cause arising.** All requests for withdrawal on non-transacted credit balances will be subject to an admin fee at the discretion of Top Bet.

5.9. Any credit balances in the customer's internet betting account will not accrue any interest.

5.10. Should the customer effect payment in the form of a cheque, the extent thereof will only be credited to the customer's account after the expiry of 10 (ten) business days and only then will the funds be available to the customer for betting transactions.

5.11. Top Bet shall not accept any offers by its customers to transact betting transactions with it through the medium of telefaxes and/or emails and/or short message services.

5.12. In the event that a customer transfers an amount into its account by way of a credit card payment and does not utilise any of the funds towards betting transactions and requests the repayment of such credit amount into his credit card account then Top Bet shall be entitled to deduct from the customer's account an amount of R100 (One Hundred Rand) as an administration fee.

5.13. Top Bet shall be entitled to deduct from the customer's account an amount equal to the credit card transaction fee amount that the credit card entity has charged Top Bet for all credit card deposits.

5.14. A minimum amount of R10.00 (Ten Rand) for all and any deposit transactions shall be required.

## **6. BETTING TAX**

Most successful betting transactions are not subject to a betting tax **save that betting tax** (currently and as March 2012 is equal to 6 (six) percent) shall apply to the winning amount in regard to horse racing events, which betting tax amount shall be deducted from each successful betting transaction. This betting tax shall also apply to multiple bets which combine a horse racing event with other sporting events

## **7. DEPOSITS INTO TOP BET'S BANKING ACCOUNTS**

7.1. Deposits into the customer's internet betting account may be effected, into Top Bet's banking accounts detailed in 7.4, either in cash, cheque or by way of an electronic funds transfer utilising a bank account, credit card or debit account. All deposits **must** reflect the customer's internet betting account. Should the customer fail to indicate its reference (being the relevant internet betting account number and/or reflect an incorrect internet betting account number or an internet betting account number which is illegible/cannot reasonably be determined) then Top Bet shall deposit the amount into a general holding account (in such event, Top Bet shall not be liable for any damages that the customer may suffer as a result of this fact).

7.2. The customer undertakes only to deposit funds into its internet betting account which funds in the case of credit card deposits and/or internet transfers and/or cheques shall emanate only from a bank account/credit card account in the name of the customer. In the event that the customer causes to have deposited into his internet

betting account funds from a source other than that registered in its name, and notwithstanding anything to the contrary contained in the agreement, Top Bet shall be entitled to refuse to credit the amount deposited into its bank account and to take steps to refund the amount into the banking account of the third party concerned.

7.3. The customer undertakes, once any deposit has been effected, to telefax and/or email proof of payment to Top Bet. Top Bet shall credit the amount deposited as soon as reasonably possible after receipt of the proof of the deposit payment and in the case of a cheque payment 10 (ten) business days after the depositing of the cheque.

7.4. Top Bet's South African banking details and more particularly its bank accounts are as follows:

<b>Bank</b>	<b>Branch</b>	<b>Branch Code</b>	<b>Account Number</b>
FNB	Northcliff	253705	62508666255
Standard Bank	Northcliff	006305	200115618
ABSA	Southdale	632005	4071766073
Nedbank	Randburg	198765	1286101158

7.5. In the event that a customer should deposit into the banking account of Top Bet cash then the extent of bank charges levied by Top Bet's bankers shall be deducted from the extent of the cash deposit amount **be subject to Top Bet's standard trading terms and conditions which are to be located in Part B, Part C and Part D.** (which terms and conditions may be altered, added to and/or varied from time to time by Top Bet, which alterations, additions and/or variations will be posted on its home page from time to time) subject to specific rules relative to specific sporting events which are to be located in Part C and the betting limits which are to be located in Part D.

## **8. BETTING TRANSACTIONS GENERALLY SUBJECT TO THE STANDARD TRADING TERMS AND CONDITIONS OF TOP BET**

8.1. All betting transactions between Top Bet and the customer shall **be subject to Top Bet's standard trading terms and conditions which are to be located in Part B, Part C and Part D.** (which terms and conditions may be altered, added to and/or varied from time to time by Top Bet, which alterations, additions and/or variations will be posted on its home page from time to time) subject to specific rules relative to specific sporting events which are to be located in Part C and the betting limits which are to be located in Part D.

### **CONCLUSION OF BETTING TRANSACTION**

8.2. Each time the customer makes an offer to conclude a specific betting transaction with Top Bet, the offer by the customer will be on the condition that the standard trading terms and conditions of Top Bet at that time shall be applicable and the acceptance of the offer by Top Bet shall likewise be subject to Top Bet's standard trading terms and conditions.

8.3. The conclusion of a successful betting transaction shall only be evidenced by the computer system and more particularly the computer software programme of Top Bet capturing the betting transaction. Once this has occurred, the customer cannot cancel and/or vary same in any manner whatsoever. All successful betting transactions may be viewed by the customer under the heading "Pending Bets" and the customer is urged to view same in order to confirm the status of its betting transactions. (**Note** that although a successful betting transaction may be confirmed, this does not mean that Top Bet will be thereafter precluded from voiding/or amending the betting transaction as a

consequence of any breach of its standard trading terms and conditions and/or any mistake by Top Bet of whatsoever nature that has taken place and/or as a consequence of any malfunction of Top Bet's computer hardware and/or software programme).

### **TELEPHONIC TRANSACTIONS**

8.4. Although Top Bet does not encourage its internet customers to transact betting transactions with it via the medium of a telephone, the internet customer agrees that should Top Bet, in its sole and unfettered discretion, agree to transact a telephonic betting transaction with the customer then in such event its standard terms and conditions as indicated in Part B and Parts C and D shall apply to the betting transaction.

### **UNLAWFUL USE OF AN INCORRECT CREDIT AMOUNT**

8.5. A customer shall on no account utilise any credit amount that has been incorrectly credited to his internet betting account e.g. the amount credited is R2000.00 whereas it should be R200.00 or where an amount is credited to the incorrect customer's internet betting account. In the event that a customer utilises an incorrect credit amount in his internet betting account, which does not accrue to him, Top Bet shall be entitled to void all and/or any betting transactions and to claim from the customer all amounts wagered (relative to unsuccessful betting transactions concerning the use of incorrect amount credited to the relevant internet betting account).

### **VOIDING / CANCELLATION AND/OR REPLACING / ALTERING OF BETTING TRANSACTIONS**

8.6. Top Bet shall be entitled at any time to void / cancel betting transactions under the following circumstances:-

8.6.1. The sporting event concerned has commenced and/or has been completed (this shall not apply to "in running" sporting events); and/or

8.6.2. the failure/inability by Top Bet's internet server to suspend betting and thereby ensuring that the software computer system does not accept the offers of customers and during the period that betting should have been suspended, betting transactions take place - for example where the internet server cannot be accessed by an employee of Top Bet as a result of the "freezing" of the system and/or the satellite "feed" malfunctioning in any respect, Top Bet's intention to suspend betting in order to change the betting odds as a consequence of the happening of an event e.g. a goal having been scored, a try having been scored, a wicket having fallen; and/or

8.6.3. the malfunctioning of the computer system (software and/or hardware) which results in the incorrect reflection of betting odds.

8.7. Top Bet shall be entitled, at any time, to alter/vary any betting transaction where the incorrect betting odds have been reflected on its betting site due to human and/or software and/or hardware error/s.

### **9. BETTING TRANSACTION WIN LIMITS**

9.1. By setting betting transaction limits (the maximum amount that can be won on any betting transaction whether it be a single bet or a multiple bet), Top Bet seeks to regulate and control its financial exposure as regards specific sporting events and/or specific bet types.

9.2. The customer's attention is drawn to the fact that it is possible that the computer software programme may possibly fail and may permit betting limits to be exceeded i.e. for example, if a horse racing betting limit is R10 000.00 but Top Bet's computer software programme permits a customer to take a bet to win R30 000.00 i.e. an excess of R20 000.00 over the permitted betting limit, then Top Bet shall be entitled, in its sole discretion, whether before, during or after the sporting event has taken place, to void the bet as regards the amount which exceeds the prescribed limit i.e. to replace the betting transaction with one that equals the limit amount that has been set and to adjust the amount staked.

9.3. In the event that a customer transacts a number of individual betting transactions which either constitute the same betting transactions and/or similar ones then these will be treated by Top Bet (at any time either before, during and/or after any one or more of the sporting events has occurred) as constituting one combined betting transaction. In the event, and as a result of the combining of the betting transactions, it should transpire that the maximum payout limit amount is exceeded, then Top Bet shall be entitled to adjust the betting transaction (combined) to bring same within the maximum payout limit (if necessary, Top Bet shall be entitled to void all betting transactions and to replace same with a single betting transaction)

9.4. The limits i.e. the maximum amount that a customer can win on any one betting transaction are those as indicated in [Part D.](#)

9.5. Although the maximum win limit amounts indicated in Part D limit the amount that a customer may win Top Bet, in its sole and unfettered discretion, shall be entitled to limit a customer's win limit amount. In the event that where a customer's win limit amount is fixed and this win limit amount is exceeded (due to human error and/or the malfunction of the computer hardware and/or the electronic software programme) Top Bet shall be entitled to adjust the betting transaction concerned, at any time, and in order to bring the betting transaction win limit amount within the customer's maximum win limit amount parameter.

## **10. WORD OF WARNING**

10.1. Top Bet draws specific attention to the fact that during the course of betting transactions between it and the customer, it is possible (Top Bet will obviously take all possible steps to prevent this occurring) that errors and/or omission may arise i.e. errors due to the failure of its computer hardware and/or software and/or due to human errors. By way of example, these include the failure by the computer system to reject/not permit certain betting transactions which are prohibited (multiple bets in the same event) or betting transactions which exceed limit impositions or the reflection of incorrect betting odds (due to miss typing). In all these events, Top Bet shall be entitled to correct all errors and/or omissions and more particularly to cancel a betting transaction/s i.e. either before the sporting event concerned takes place, or during or thereafter (Top Bet will endeavour to communicate with the customer in regard to any correction / cancellation that it effects and to the customer's email address, the failure by the customer to receive such email advice shall not entitle the customer to contend for the existence of a valid and binding betting transaction contract).

10.2. If the customer should realise that Top Bet's computer software programme / and/or hardware and/or its employees/agents may have made an error in accepting a betting transaction (which should not have taken place), then the customer is urged to communicate with Top Bet to determine whether in fact an error has taken place **and thereby to avoid the disappointment afterwards in being advised that the betting transaction concerned has been cancelled by Top Bet.**

10.3. The importance of this warning is to be borne out of a recent decision by the Gauteng Gambling Board (in a matter concerning BetXchange and three punters) which declared that the acceptance by BetXchange of betting offers, (and the subsequent issuing of confirmations), which betting transactions were prohibited by BetXchange's terms and conditions (multiple all to come bets in the same rugby sporting event) could be voided and cancelled by BetXchange even though the sporting events concerned had already taken place.

## **11. CONTACT DETAILS OF THE GAUTENG OFF COURSE BOOKMAKERS' ASSOCIATION AND THE GAUTENG GAMBLING BOARD**

### **11.1. GAUTENG OFF COURSE BOOKMAKERS' ASSOCIATION**

CNR MARCIA AND ERNEST OPPENHEIMER STREETS, BRUMA

GAUTENG

Private Bag X4, Bruma, 2026

#### **TELEPHONE NO:**

011 622 2009

#### **TELEFAX NO:**

011 616 0349

**EMAIL:** [goba@icon.co.za](mailto:goba@icon.co.za)

**NAME OF SECRETARY:** ANN FERREIRA

### **11.2. GAUTENG GAMBLING BOARD**

125 CORLETT DRIVE,  
BRAMLEY

2018

#### **TELEPHONE NO:**

011 581 4800

#### **TELEFAX NO:**

011 388 0783

**EMAIL:** [edwardl@ggb.org.za](mailto:edwardl@ggb.org.za)

**NAME OF REPRESENTATIVE:** EDWARD LALUMBE

TOP BET S.A. Terms and Conditions: Part B

# **INTERNET AND MOBI TERMS AND CONDITIONS OF TOP BET S.A. (PTY) LIMITED**

## **1. INTRODUCTION**

1.1. The terms and conditions that follow have been drafted in order to protect the interests of Top Bet S.A. (Pty) Limited and its customers who transact betting transactions with it.

1.2. Should any potential customer and/or existing customer of Top Bet S.A. (Pty) Limited not accept and/or understand all of its trading terms and conditions then such customer should not make application for the conduct of an account and/or should close their account.

1.3. The terms and conditions that follow in this Part B read with the contents of Parts C and D (which follow) shall be the only terms and conditions which regulate betting transactions between Top Bet S.A. (Pty) Limited and its customers, which terms and conditions Top Bet S.A. (Pty) Limited reserves to itself at any time to amend, alter, vary and/or cancel, which amendment, alteration, variation and/or cancellation will, from time to time, be posted on its home page (being the primary entry point web page of Top Bet S.A. (Pty) Limited's web site).

## **2. DEFINITIONS**

In these terms and conditions:-

2.1. The headings to the clauses are for the purpose of convenience and reference only and shall not aid in the interpretation of or modify the provisions of these terms and condition; and

2.2. words importing any one gender shall include the other two genders, words in the singular shall include the plural and vice versa and, unless the context clearly otherwise indicates, the following expressions shall have the following meanings respectively and cognate expressions shall bear corresponding meanings -

2.2.1. "ACCOUNT" means the specific account number designated by Top Bet to You , which account will serve to record all internet betting transactions between Top Bet and You) ; and

2.2.2. "ELECTRONIC ACT" means the Electronic Communications and Transactions Act no 25 of 2002; and

2.2.3. "ELECTRONIC AGENT" means the computer programme that Top Bet S.A. (Pty) Ltd utilises in order to enable it to permit the conclusion of betting transactions with its customers and which gives rise to the existence of an automated transaction, and as defined in the Electronic Act; and

2.2.4. "GAMBLING ACT" means The Gauteng Gambling Act no 4 of 1995; and

2.2.5. "GAMBLING BOARD" means the Gauteng Gambling Board, a juristic person established in terms of section 3 of the Gambling Act; and

2.2.6. "GOBA" means the Gauteng Off Course Bookmaker's Association, and Association of persons who constitute persons who are licensed bookmaker's and who operate in the geographical area known as Gauteng and in South Africa; and

2.2.7. "LAW" means the laws of the Republic of South Africa including, if applicable, the Gambling Act and/or the Electronic Act; and

2.2.8. "TOP BET" means Top Bet S.A. (Pty) Limited; and

2.2.9. "TRANSACTIONS" means the betting transactions transacted between You and Top Bet; and

2.2.10. "YOU" means You the customer/the client of Top Bet.

### **3. PROHIBITION AGAINST UNDERAGE GAMBLING**

3.1. The Gambling Act, in terms of section 78 (1), prohibits the gambling by any person under the age of 18 years.

3.2. You, if You are under the age of 18 years, shall not be entitled to engage in betting transactions with Top Bet.

3.3. In the event that Top Bet should establish that You are under the age of 18 years it shall immediately terminate your ability to utilise the Account and more particularly to transact further betting transactions and to cancel any betting transactions where the event concerned has not been completed and to report You to the Gambling Board and to pay to them the extent of any credit in your account. In addition, Top Bet shall be entitled to void and to cancel any successful betting transaction between the person concerned and it.

### **4. THE CONCLUSION OF A BETTING TRANSACTION**

4.1. Top Bet will display on its internet and Mobi website betting odds relative to the outcome of various sporting events.

4.2. Each time that You seek to place/take a bet with Top Bet through the Electronic Agent, this will constitute an offer by You to Top Bet to transact a particular betting transaction, which offer is then open for acceptance by Top Bet, which offer is always made by You on the express condition and understanding that You are doing so subject to Top Bet's standard terms and conditions which prevail at that time.

4.3. When Top Bet accepts the offer relative to a betting transaction made by You a binding agreement between You and Top Bet will occur which agreement You will not be able to change and/or cancel.

4.4. Even though Top Bet confirms that your offer relative to a betting transaction has been accepted by it this does not mean that Top Bet is bound by the betting transaction i.e. Top Bet whenever certain events arise (see Terms and Conditions numbers 7, 8, 9 and 10) is entitled to either amend and/or cancel the relevant betting transaction.

### **5. SPECIFIC RULES RELATIVE TO EACH SPORTING EVENT**

You agree and understand that each sporting event has its own rules, which rules determine whether the specific sporting event results in an outcome and more

particularly an outcome which may result in the success of a particular betting transaction. You hereby record and confirm that You have read and understood these rules which are available on Top Bet's internet betting site and more particularly under Part C.

## **6. LIMIT LIABILITY**

6.1. Top Bet records that its liability to You in regard to a betting transaction/s shall be limited to those amounts indicated in the win liability part, Part D, which part shall be incorporated by reference into this Part B.

6.2. Should the Electronic Agent, which has been instructed to automatically prevent betting transactions amounts to be won in excess of the win limits imposed in Part D then Top Bet shall be entitled to reduce its possible liability to the win liability amount indicated in Part B (if necessary Top Bet shall be entitled to cancel the betting transaction/s concerned and to replace it/them with a corrected betting transaction in order to bring it within the win limit amount i.e. before, during or after the sporting event concerned has taken place).

6.3. In the even that You should transact a number of betting transactions with Top Bet on the same/similar sporting events then Top Bet shall be entitled to treat the betting transactions as constituting one betting transaction and more particularly to ensure that the Customer does not exceed the win limit amount that applies e.g. if a Customer concludes a betting transaction in regard to a horse racing Pick 6 in more than one instance and the winning combination occurs in two or more of the betting transactions concerned then those betting transactions will be treated as being one betting transaction.

## **7. ERRORS GIVING RISE TO BETTING TRANSACTIONS BEING CHANGED**

7.1. In order for You to understand why Top Bet reserves to itself the right to change betting transactions transacted with You, it is necessary to again emphasise that the Electronic Agent may fail and/or there may exist an error attributable to human error e.g. the betting odds on a sporting event may be incorrectly typed into the website e.g. odds of Manchester United, playing Bafana Bafana, incorrectly captured, as a result of a mistype, as 10/1 instead of 1/10.

7.2. You agree that Top Bet shall be entitled to change any betting transaction with You (more particularly at any time and more particularly after the sporting event concerned has been completed) and as a consequence of any human error associated with incorrect betting odds. Top Bet shall be entitled to change the betting transaction by cancelling the existing betting transaction and replacing same with a substituted betting transaction and more particularly to reflect the correct odds that should have been available at the time that the betting transaction took place.

7.3. Top Bet, once it has exercised the right indicated in 7.2, shall be entitled to adjust the Account and will make every effort to advise You of this adjustment and more particularly to transmit to You an electronic message to this effect.

## **8. ERRORS AS TO TIME AND/OR DATE AND/OR PLACE AND/OR PARTICIPANTS IN A SPORTING EVENT**

8.1. Top Bet records that either due to a human error and/or as a consequence of the failure by the Electronic Agent, its betting site may incorrectly reflect data as regards a sporting event i.e. as to the time and/or the date and/or the place and/or the participants in the sporting event.

8.2. In the event that Top Bet's betting site incorrectly reflecting information as regards a specific sporting event, You shall not be entitled to cancel the betting transaction based on such incorrect information. You acknowledge that the onus will be on You to determine the correctness of any sporting event and furthermore that Top Bet will not be liable to You for any damages that You may allege you have suffered as a consequence of any incorrect information.

## **9. VOIDING / CANCELLATION AND/OR REPLACING /ALTERING OF BETTING TRANSACTIONS**

9.1. Top Bet shall be entitled at any time to void / cancel betting transactions under the following circumstances:-

9.1.1. the sporting event concerned has commenced and/or has been completed (this shall not apply to "in running" sporting events); and/or

9.1.2. the failure by Top Bet's internet server to suspend betting and thereby ensuring that the software computer system does not accept offers from You and during the period that betting should have been suspended, betting transactions with You having taken place - for example where the internet server cannot be accessed by Top Bet as a result of the "freezing" of the system and/or the satellite "feed" malfunctioning in any respect, Top Bet's intention to suspend betting in order to change the betting odds as a consequence of the happening of an event e.g. a goal having been scored, a try having been scored, a wicket having fallen; and/or

9.1.3. the malfunctioning of the computer system (software and/or hardware) which results in the incorrect reflection of betting odds.

## **10. MULTIPLE BETTING TRANSACTIONS**

10.1. Top Bet records that You shall be entitled to conclude multiple betting transactions and more particularly which involves the outcome of one or more sporting events which if successful result in the gross amount (the winnings and the amount staked) being taken forward to the sporting event that occurs next in time and date (commonly known as "all to comes").

10.2. You confirm and accept that You are prohibited from transacting multiple betting transactions (all to comes) where the outcome of one part of the betting transaction contributes to the outcome of another part of the betting transaction. An example of a prohibited multiple bet would be the Crusaders to win the rugby game and the Crusaders to win the rugby game by 1 point.

10.3. The prohibition as regards all to come betting transactions shall also extend to the same teams and/or the players in certain teams - for example a prohibitive multiple bet would be Liverpool FC to win the first round of the FA Cup and it to win the FA Cup.

10.4. In the event that the Electronic Agent should permit a prohibited multiple bet in the same event for any reason whatsoever, then Top Bet shall be entitled to cancel the

betting transaction and in which event it will refund the amount staked and credit the Account.

## **11. PROHIBITION AGAINST SYNDICATE TYPE OF BETTING TRANSACTIONS**

11.1. You undertake not to form or become part of any type of betting syndicate and more particularly for the purposes of circumventing these terms and conditions and by way of example the limit liability exposure of Top Bet.

11.2. In the event that Top Bet should determine that You have breached the undertaking indicated in 11.1 then it shall be entitled to immediately cancel and/or void any of your current betting transactions and to close the Account, subject always to it having the right to cancel all previous successful betting transaction and to institute proceedings to recover any amounts that Top Bet has paid to You.

## **12. BETTING TAX**

All successful betting transactions are not subject to betting tax save that betting tax being equal to 6% on the winning amount in regard to horse racing applies and where multiple betting transactions are transacted where one part of the transaction is a horse racing event. You confirm and agree that Top Bet shall be entitled to deduct betting tax on all winning betting transactions involving horse racing events.

## **13. PROHIBITION AGAINST CESSION OF THE ACCOUNT AND/OR ANY BETTING TRANSACTION/S**

13.1. You undertake in favour of Top Bet not to cede any of the credit proceeds of the Account and/or your rights to operate the account and more particularly to conclude betting transaction.

13.2. You undertake in favour of Top Bet not to cede any betting transaction or a part of any betting transaction.

13.3. In the event that You should contravene the undertakings indicated in 13.1 and/or 13.2, Top Bet shall be entitled to close the Account and in the case of a contravention of term 13.2 to cancel the betting transaction/s concerned.

## **14. TELEPHONIC CONVERSATIONS WITH YOU**

You agree that Top Bet may record any telephonic conversations between You and its employees, agents and/or service providers and that these telephonic conversations may be utilised by Top Bet in any proceedings including legal proceedings.

## **15. RESOLUTION OF DISPUTES**

15.1. Top Bet records that Chapter 5 of the Regulations promulgated in terms of The Gambling Act makes provision that a disputed claim for payment of a gambling debt may be resolved by the provincial Gambling Board, which dispute is referred in the first instance to its Chief Executive Officer and in the second instance (an appeal) to the provincial Gambling Board.

15.2. You agree that prior to referring any dispute, as contemplated in the recordal indicated in 15.1, to refer the dispute to the provincial Gambling Board, and in which event You agree as follows:-

15.2.1. to advise the provincial Gambling Board in writing, within 10 (ten) business days from the date that the dispute arose, of the nature of the dispute and to invite it to determine the dispute; and

15.2.2. to make yourself available at the hearing that the provincial Gambling Board convenes and more particularly to permit yourself to be questioned by the provincial Gambling Board and/or Top Bet (which shall extend to their legal representatives); and

15.2.3. to make available to the provincial Gambling Board any relevant document/s as may be directed by it; and

15.2.4. that the decision of the provincial Gambling Board shall be final and binding upon You; and

15.2.5. that the provincial Gambling Board shall be entitled to order that its costs and/or any other parties costs shall be paid by You and in the event that the dispute should be determined against You.

15.3. You agree that should You:-

15.3.1. fail to timeously notify the provincial Gambling Board of your dispute; and/or

15.3.2. fail to attend at the hearing convened by the provincial Gambling Board; and

15.3.3. fail to submit yourself to be questioned by the provincial Gambling Board and/or any other party including Top Bet, that has an interest in the dispute and/or fail to submit any document/s ordered to be produced, then You agree that your rights to proceed with the dispute shall be deemed to have automatically and immediately waived and more specifically abandoned or You shall not be entitled to refer the dispute in terms of the regulations promulgated in terms of The Gambling Act, i.e. until You have fully and satisfactorily permitted the hearing before the Gambling Board to be held and completed, and thereby permitting the provincial Gambling Board to issue a ruling thereon.

15.4. You agree to waive your right to have a disputed claim as regards the payment of a gambling debt by Top Bet referred to the Chief Executive Officer of the provincial Gambling Board itself.

## **16. CANCELLATION AND/OR TERMINATION OF ACCOUNTS**

16.1. You agree that Top Bet may, without giving You any notice, terminate your Account and to thereby cancel your ability to transact any further betting transactions with Top Bet and more particularly Top Bet shall be entitled to cancel any future betting transactions which relate to future sporting events.

16.2. You agree that Top Bet may take that action indicated in 16.1 if it should, in its absolute discretion deem that good cause exists to do so, without limiting the generality of the foregoing this shall include:-

16.2.1. any failure of the Electronic Agent; and

16.2.2. believe that You are engaging in illegal and/or fraudulent activities; and

16.2.3. believe that You have or are in the process of breaching these terms and conditions.

16.3. You agree that if Top Bet should take the action indicated in 16.1 it shall be entitled to immediately cancel all and any betting transaction including all to come betting transaction where all legs of such betting transactions have not been completed.

## **17. LIMITATION OF LIABILITY**

You agree that Top Bet shall not be liable for any losses and/or damages that You may sustain of whatsoever nature and from any cause whatsoever ("occurrences") arising from any betting transactions i.e. either betting transactions that have been concluded and/or betting transactions that You sought to conclude with Top Bet. Without limiting the generality of the foregoing, these occurrences shall include:-

17.1. an act of God; and/or

17.2. power failures; and/or

17.3. telecommunication failures; and/or

17.4. Electronic Agent failures; and/or

17.5. any other act and/or omission by any of Top Bet's employees, agents and/or service providers. Without limiting the generality of the foregoing, these shall include:-

17.5.1. the failure to credit the Account relative to any payment effected by You; and/or

17.5.2. the failure to credit the Account with an amount arising from a successful betting transaction/s amount; and/or

17.5.3. the incorrect details as regards a particular sporting event i.e. as to date and/or place and/or time and/or participants.

## **18. PAYMENT OF AMOUNTS FOR THE CREDIT OF THE ACCOUNT AND WITHDRAWAL OF CREDIT AMOUNTS FROM THE ACCOUNT**

18.1. You shall be entitled to deposit amounts to the credit of the Account, into Top Bet's banking accounts which are reflected in Part A, either in cash, from Your credit card account and/or Your banking account. You shall not be entitled to arrange for the crediting of amounts to the Account from a third parties' bank account and/or credit card facility account.

18.2. Top Bet will endeavour to credit the Account with the extent of the amount deposited and within a reasonable time of receipt of same (in the case of a cheque payment You acknowledge that the extent of the cheque will only be credited to the Account after a period of ten business days after the depositing of the cheque). Top Bet shall not be liable for any damages should there be any delay of whatsoever nature concerning the crediting of the Account with amounts that You have paid into / caused to have transferred into its banking account/s.

18.3. You acknowledge that should You deposit into the banking account/s of Top Bet a cash amount then the banking charges of Top Bet shall be deducted from such cash amount.

18.4. In the event that You cause to have deposited into the Account funds from a source other than that registered in its name, and notwithstanding anything to the contrary contained in these conditions, You acknowledge that Top Bet shall be entitled to refuse to credit the amount deposited into its bank account to the Account, and in such instance Top Bet shall be entitled to take steps to refund the amount into the banking account of the third party concerned.

18.5. You shall be entitled to withdraw winnings from the account and at any time. All deposited amounts must be transacted on. All requests for withdrawal on non-transacted credit balances will be subject to an admin fee (at a minimum of 10%) and done so at the discretion of Top Bet.

18.6. You agree that should You wish to withdraw credit amounts from the account then:-

18.6.1. You shall dispatch an electronic message to Top Bet to this effect, which electronic message Top Bet shall only be obliged to consider and during business days and during the period 09h00-15h30; and

18.6.2. You agree that Top Bet shall only be obliged to give effect to your instruction by depositing the amount requested into a bank account designated in your name; and

18.6.3. You confirm that the activation of this request may take at least 72 (seventy two) hours and that any delay in the transmission of the funds and more particularly the reflection thereof in the relevant banking account shall not give rise to any claim of whatsoever nature against Top Bet.

18.6.4. In the event that a customer transfers an amount into its account by way of a credit card payment and does not utilise any of the funds towards betting transactions and requests the repayment of such credit amount into his credit card account then Top Bet shall be entitled to deduct from the customer's account an amount of R100 (One Hundred Rand) as an administration fee.

18.6.5. Top Bet shall be entitled to deduct from the customer's account an amount equal to the credit card transaction fee amount that the credit card entity has charged Top Bet for all credit card deposits.

## **19. INCORRECT CREDITING OF AN AMOUNT / CREDIT EXTENSION OF AN AMOUNT TO THE ACCOUNT**

19.1. Top Bet records that due to human error and/or due to an error by its Electronic Agent it may happen that an amount is incorrectly credited to the Account / an amount in the nature of a credit extension to the Account is incorrectly applied to the Account. Examples of incorrect crediting to the Account are as follows:-

19.1.1. a payment into Top Bet's banking account is incorrectly credited to the wrong person's Account (in such event, You undertake to notify Top Bet of this fact and will in no way take advantage of this error); or

19.1.2. a payment by you into Top Bet's banking account which is then credited to the correct Account and which payment is subsequently reversed by the banking institution/s concerned; or

19.1.3. the incorrect result for a sporting event is entered into the system and which then gives rise to an incorrect credit being reflected in the Account whereas it should have reflected a debit amount; or

19.1.4. an amount is credited to the Account arising from a betting transaction which is either prohibited by Top Bet's Standard Terms and Conditions or arising from a betting transaction where a limit imposition has been transgressed.

19.2. In the event that an incorrect amount is credited to an Account, Top Bet shall be entitled to reverse the credit amount. In the event that the reversal of the credit amount/s results in the Account reflecting a debit balance, then You undertake to effect payment of the debit balance within 48 (forty-eight) hours of the reversal taking place.

19.3. In the event that You should utilise a credit amount incorrectly credited to your Account / utilise an incorrect credit extension amount afforded to your Account (by transacting betting transactions) then Top Bet shall be entitled to void and cancel all betting transactions which were successful and to cancel all current/pending betting transactions.

## **20. APPLICABILITY OF THE ELECTRONIC ACT**

20.1. It is recorded that in terms of section 20 (c) and (d) of the Electronic Act that You being a person utilising the Electronic Agent are not bound by these terms and conditions unless they were capable of being reviewed by You prior to each betting transaction and more particularly the conclusion thereof.

20.2. You agree that the provisions of section 20 (c) and (d) of the Electronic Act shall not apply to You and more specifically to the betting transactions that are concluded between You and Top Bet, You hereby confirming that these terms and conditions have in fact been reviewed, read and understood by You, and that these terms and conditions will form an integral part of each offer that You extend to Top Bet i.e. Top Bet will accept each betting transaction offer by You subject to these terms and conditions.

## **21. WAIVER**

You agree that no failure and/or delay by Top Bet in exercising any of its rights in these terms and conditions shall operate as a waiver by Top Bet as regards it exercising any of its rights in terms of these terms and conditions and at any time.

## **22. AMENDMENTS TO, VARIATIONS AND CANCELLATIONS OF TERMS AND CONDITIONS**

Top Bet reserves to itself to amend and/or vary and/or cancel these terms and conditions at any time in the future and as soon as these amendments and/or variations and/or cancellations have been displayed on its home page, then these terms and conditions shall automatically be amended and/or varied and/or cancelled taking into account the said changes.

## **23. CERTIFICATE**

A certificate signed by a representative and/or agent of Top Bet shall be prima facie proof of any indebtedness owed by You to Top Bet, the production of which certificate will discharge any onus on Top Bet to prove the existence and/or the extent of the indebtedness by You to Top Bet.

#### **24. LEGAL COSTS**

In the event that Top Bet is obliged to take any legal action against You and should it be successful with such legal action then You will be liable for all of Top Bet's legal costs and on the scale as between attorney and own client.

#### **25. ADDRESS FOR SERVICE OF NOTICES AND LEGAL PROCESSES BY TOP BET ON YOU**

You choose as an address for service of all notices and/or legal processes the address that You have furnished in the opening account section of Top Bet's internet betting site.

TOPBET SA Terms and Conditions: Part C

### **OPERATIONAL RULES: BOOKMAKERS**

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## **Introduction**

These rules are applicable to all bookmakers within the Republic of South Africa and seek to ensure uniformity, transparency, fairness and the protection of all participants to wagering transactions

### **Section A**

#### **1. Definitions**

1. In these rules, unless inconsistent with the context, the word and expressions used have the meaning assigned to them in the national or provincial laws, regulations and rules and “

**“Ante post bet”** means any bet on horseracing, sport or other event or contingency accepted by a bookmaker before the final field is declared;

**“Approved wagering system”** means any wagering system certified as compliant with the requirements of SANS 1718, Part IV, and approved by the relevant PLA;

**“Betting in running”** is when quotes or prices on selected events or contestants are updated during the event. Thus betting occurs after the official start but before the official end of an event;

**“Betting slip/ticket”** means a manual, mechanical or electronically generated document, making reference to details so as adequately to identify all information on betting transactions either physically concluded with a patron or appearing within the patron’s account information reflected on the wagering system;

**“Bookmaker”** means a person who directly or indirectly lays fixed-odds bets or open bets with members of the public or other bookmakers, or takes such bets with other bookmakers or with the holder of a totalisator licence;

**“A Contingency”** means an event or occurrence of which the outcome is uncertain or unknown to any person until it happens;

**“Connected bet”** means a bet where the same selection is picked for two or more different events;

**"Customer"** means a person who places a bet with a licensed bookmaker/totalisator operator. The words customer/punter/investor/bettor shall have a similar meaning;

**"Deduction"** - Refer to rule 18

**"Fixed-odds bet"** means a bet on one or more contingencies in which odds are agreed at the time the bet is placed;

**"Fixed Place bet"** means a place bet at fixed odds that are agreed upon prior to the event subject to there being no deductions or dead heats;

**"Fixed win bet"** means a win bet at fixed odds agreed upon prior to the event subject to there being no deductions or dead heats;

**"Lay a bet"** means the acceptance of a potential financial loss by a licensed bookmaker should the bet win;

A **"Key bet"** means a "place bet" where the 1st two positions count;

**"Match play"** means any sporting event limited to two participants;

**"Match race"** means a horse race limited to two participants;

**"Multiple bet" /or "Multiple event bet" /or "All to come (ATC)"** means more than one selection in different horse races, sporting events or contingencies, combined to form one bet; and is subject to Rule 4 and Rule 5.

**"Open bet"** means;

(a) a bet, other than a totalisator bet, taken by a bookmaker on one or more contingencies, in which no fixed-odds are agreed at the time the bet is placed; or

(b) a bet in respect of which the pay-out is determined after the outcome of the contingency on which such a bet is struck became known, with reference to dividends generated by a totalisator;

**"Other contingency"** means any lawful event or contingency other than horseracing or a sporting contest;

**"Provincial Licensing Authority (PLA)"** means a body established by provincial laws to regulate casinos, racing gambling or wagering;

**"Place a bet"** means to anticipate a financial gain should the bet win;

**"Place bet"** means a bet on a participant being placed in accordance with the rules of the particular race, sporting event or contingency;

**"Related bet"** means a bet where the outcome of one part of the bet contributes directly to the outcome of the other.

**"Scratching or withdrawal"** means a participant has been withdrawn from a particular race or event prior to the start thereof;

**“Single bet”** /or **“Single event bet”** is a selection of a single contestant for a bet in a horse race, sporting event, other event or contingency;

**“Society”** means any recognised Bookmakers’ Association or Society;

**“Starting Price Win”** (SP Win bet) means a bet where the odds are the official fixed price of the selected contestant at the time of commencement of the event and the bet is successful when the selection is placed first in the event. Official Fixed price may be subject to deductions and / or dead heats

**“Stake”** means the monetary outlay by the customer in placing a bet;

**“Totalisator bet”** means a bet placed with a licensed totalisator in a system of betting in which the aggregate amount staked on such event or combination of events, after deduction from such aggregate amount of any amounts which may in terms of legislation be deducted there from, is divided amongst those persons who have made winning bets on any event or combination of events in proportion to the amounts staked by such persons in respect of such winning;

**“Win”** means the profit portion of a winning bet;

**“Win bet”** means any bet where the person who placed the bet correctly predicted the result of the event or contingency or combination thereof in respect of which the bet was placed; and

**“With a run bet”** /or **“Given a run bet”** is any bet accepted by a bookmaker after the final field is declared;

**“Wooden Spoon bet”** means a fixed odds bet on a selection to finish last in a sporting event involving three or more participants and is not applicable to horse racing.

## **SECTION B**

### **General rules (*Incorporating Horse Racing, Sport Events & Other Contingencies*)**

#### **2. Cut-off time to accept and process bets**

(1) A bookmaker shall, subject to the provisions of the relevant legislation, close all betting on an event or a component within an event on which the bet is sought to be placed within thirty seconds after the event or component of the event has officially started, provided that where the event or component of the event is expected to last less than thirty seconds, betting shall be closed at the commencement of the event or component of the event.

(2) In the event that a bookmaker makes use of an independent service provider to execute such a command or instruction on its behalf, the onus shall remain on the relevant licence holder to ensure that the provisions of sub-rule (1) are complied with.

#### **3. Collection of winning bets**

(1) If any winning bet payable by a licensed bookmaker is not collected within a period of 90 days from the date on which the event or contingency, in respect of which such bet

was placed, took place, such a bet shall be payable at the discretion of the relevant licence holder provided that the tax on such a bet has been paid.

**(2) The holder of a bookmaker licence shall, in a prominent position within its licensed premises or its website, if applicable, display a notice informing the public that winnings in respect of any bet must be claimed within a period of 90 days from the date on which the winnings become payable or such longer period as the bookmaker may allow.**

#### **4. Connected bet**

If a connected bet is accepted the odds on that bet may be reduced by an amount agreed by the bookmaker and customer at the time the bet is struck

#### **5. Related bet**

If a related bet is accepted it will be settled by equally dividing the stake unit where related outcomes clash.

#### **6. Key bet**

(1) The odds for a key bet are calculated as a percentage of the bookmaker's fixed odds win price, depending on the number of runners.

(2) In the event of a scratching and the race has four runners or less:

(a) Key bets that do not form part of an ATC, are void.

(b) Key bets that are included in the ATC will be recalculated by excluding the key bet leg.

(3) A bookmaker laying key bet shall display his prices on a betting display indicator or his notice board.

#### **7. Confidentiality of betting transactions**

All betting transactions between a bookmaker and a customer or another bookmaker shall be strictly private and shall not be divulged to any third party other than an appointed officer, an inspector appointed in terms of the relevant legislation, a police official as defined in section 1 of the Criminal Procedure Act, 1977 (Act No. 51 of 1977), or a person specially authorised thereto in terms of any legislation, where this is done in terms of an order of a competent court or where the customer has consented thereto.

#### **8. Void bets**

(1) In the case of a void bet the stake money shall be returned to the customer.

(2) In the case of an invalid selection in a single bet, the bet shall be void.

(3) In the case of a scratched selection in a single bet, the bet shall be void except if the bet was ante post bet

(4) In the case of an invalid selection and subsequent scratching in a multiple bet, the selection shall be ignored and the stake shall run onto the other selection in the bet at

the price indicated on the ticket issued. These calculations are to be done at "Full Accumulative Multiple" odds.

### **9. Possibility to win**

(1) In all cases there must be a possibility for either party to win at the time the bet is made, failing which the bet or the affected selection, as the case may be, shall be void.

(2) All bets on contingencies which have already arisen shall be void.

### **10. Bets after official start of a race**

Bets placed contrary to Rule 2, shall be null and void, subject to the provisions of Rule 2.

### **11. Acceptance of bets**

(1) No bookmaker shall be compelled to accept any bet or any type of bet

(2) A cash bet shall be deemed to have been concluded once a bookmaker has issued a ticket to the customer in exchange for monetary value.

(3) A credit or deposit account bet shall be deemed to have been concluded by a bookmaker when a bookmaker has indicated to the customer that the bet has been accepted.

### **12. Error**

(1) Where due to a mutual error the parties to a bet are not *ad idem* (in agreement) as to the odds at which the bet is struck, the amount of the bet or the contingency on which the bet is placed, that bet shall be void.

(2) Where due to a unilateral (one-sided) error the parties to a bet are not *ad idem* (in agreement) as to the amount of the bet or the contingency or selection on which the bet is placed, the bet may be cancelled or renegotiated by the party that did not make the error.

(3) Should there be an official correction of a price which had earlier been wrongly transmitted, all bets struck at that price are settled at the corrected price or starting price, whichever is the greater

(4) Should a bookmaker misstate any odds of a bet to a customer as a result of a computer malfunction the bet or selection will be deemed to have taken place on the correct price/s which were available in the general market at the time the bet was struck.

### **13. Settling**

(1) Bookmakers shall pay out winning bets as follows:

(a) In respect of horseracing after the "all clear" has been given;

(b) In respect of other sporting events or contingencies once the medal ceremony, prize giving or podium presentation has been concluded; and

(c) subsequent disqualification, promotion of competitors, or any other change is irrelevant for the purposes of determining the betting result.

(2) Settling of all other bets not previously paid shall take place on demand, save that;

(a) Where a bookmaker has reason to doubt that a person who is the holder of a winning betting ticket is the person who purchased the said ticket, or where a bookmaker knows or reasonably ought to know that a person who is the holder of a winning betting ticket is not the person who purchased the said ticket, he shall require such person to furnish, in support of his or her claim for payment on the ticket, an affidavit setting out the grounds of the claim, and may thereupon withhold payment to such person until the expiry of 90 days calculated from the date upon which the winnings became payable, or such longer period as the bookmaker may allow;

(b) Where a person who makes a claim for payment on a winning bet taken with a bookmaker, alleges that the winning betting ticket has been lost or destroyed, the bookmaker concerned shall require such person to furnish, in support of his or her claim for payment on the ticket, an affidavit setting out the grounds of the claim and the factors on which it is alleged the ticket was lost, and may thereupon withhold payment to such person until the expiry of 90 days calculated from the date upon which the winnings became payable, or such longer period as the bookmaker may allow; and

(c) The bookmaker shall retain along with the records required to be retained in terms of the relevant legislation, all affidavits contemplated in terms of paragraphs (a) and (b).

#### **14. Rules for other contingencies**

In all betting relating to contingencies other than horseracing and sports the rules set out above shall apply with the necessary changes to all circumstances not specifically covered.

### **Section C**

#### **Betting Rules for Horse Racing**

##### **15. Ante post bets**

(1) With the exception of starting price bets, should any selection not run for any reason other than the abandonment of the race itself;

(a) An ante post bet shall be lost and the customer shall forfeit his stake; and

(b) Ante post bets struck on other horses/contestants in the race concerned shall not be subject to any adjustment in betting odds.

(2) Where a race is abandoned, all ante post bets that are still live or undetermined involving the race concerned, shall become void.

(3) Should a selected horse/contestant in any leg of a multiple event bet be scratched, withdrawn or not accepted prior to the bet becoming void or being won, the bet shall be regarded as lost, notwithstanding the fact that any included race is abandoned.

##### **16. Display of odds**

(1) A bookmaker laying ante post bets shall display the prices on the betting display indicator, whether on the physical bookmaker premises or an Internet Website, and indicate a price against the name of each and every horse/contestant in the race.

(2) In all races on which a bookmaker is laying bets a price shall be shown against each and every horse not officially scratched.

(3) Doubtful starters must be indicated as such.

#### **17. Betting "with a run" □**

(1) Where a single bet is made "with a run" and the selected horse/contestant is scratched the bet shall become void.

(2) All bets struck "with a run" on the remaining horses/contestants in a race where one or more horses/contestants have been scratched, shall be subject to the deductions detailed in rule 18.

(3) Where a deduction applies to remaining runners in any event of a multiple event bet "with a run", the relevant deduction in terms of rule 18 shall be applied to the runner/contestants of the event where the scratching occurred, and the entire bet recalculated in respect of the event from which the horse was scratched.

(4) Any bets "with a run" struck after the official announcement of the withdrawal of one or more horses/contestants shall not be subject to any deduction, unless there is a further withdrawal or withdrawals.

(5) Where a race is abandoned, all bets "with a run" on the race concerned shall become void.

(6) In starting price multiple bets "with a run", winnings on winning bets shall be calculated and paid at the official starting prices, subject to the provisions of rule 22.

#### **18. Deductions**

(1) Where a horse/contestant is withdrawn before or after coming under starter's orders, all fixed odds bets on that horse/contestant shall be void, and all bets struck as fixed odds on the remaining horses/contestants on the day of the race or "with a run" shall be subject to deduction calculated in accordance with the following table:

<b>20. ODDS OF WITHDRAWN HORSE OR CONTESTANT</b>	<b>21. DEDUCTIONS</b>
25 /1 and bigger	No deduction
13/1 to 20/1	5 %
9/1 to 12/1	10 %
6/1 to 8/1	15 %
4/1 to 11/2	20 %
3/1 to 7/2	25 %
22/10 to 28/10	30 %
16/10 to 2/1	35 %
13/10 to 15/10	40 %
11/10 to 12/10	45 %
1/1	50 %
8/10 to 9/10	55 %

<b>20. ODDS OF WITHDRAWN HORSE OR CONTESTANT</b>	<b>21. DEDUCTIONS</b>
6/10 to 7/10	60 %
5/10	65 %
4/10	70 %
1/3 and shorter	80 %
NB: Margins of odds not covered will default to the lower deduction amount %	

(2) Any bets struck "with a run" after the official announcement of the withdrawal of one of or more horses/contestants shall not be subject to any adjustment unless there are further withdrawals.

(3) Should two horses/contestants be withdrawn simultaneously and both are subject to a deduction on any winning bets, the deductions shall be applied separately and not simultaneously.

(4) Deductions shall not apply to starting price bets, unless a late withdrawal(s) occurs.

### **19. Postponed races**

Where a race advertised to be run on a certain date is postponed to any future date "â€"

#### **(1) All ante post bets on such race shall stand;**

(2) Within 48 hours after the original advertised date at the same venue, all bets "with a run" shall stand;

(3) More than 48 hours after its initial scheduling, the race shall be deemed to have been abandoned for betting purposes, and bets "with a run" shall be treated as described in rule 17.

### **20. Change of venue or track**

Where the venue of a race or track is changed from that originally advertised, the race shall be deemed to have been abandoned and such bets shall be treated as described in rule 19 *mutatis mutandis*.

### **21. Dead heats**

(1) In the case of a dead heat in a match race the bet shall be void, unless odds were offered on the outcome being a dead heat.

(2) In the case of a two horses/contestants dead heat in races other than "match races", and also in winning multiple event bets where one race results in a dead heat, the customer shall lose half of the amount staked and the entire bet is then recalculated as a result of the event where the dead heat occurred.

(3) In winning multiple events bets where two races result in dead heats, the customer shall win the odds to one quarter of the stake and lose the other three quarters, and so on for further dead heats.

(4) Notwithstanding the provisions of rule 21(2), in the case of a three horse/contestant dead heat in a multiple event bets, where one race/event results in a triple dead heat, the customer shall lose two thirds of the stake and the entire bet is recalculated as a result of the event where the dead heat occurred.

## **22. Starting prices and tote odds**

(1) In starting price bets, the starting price shall be the last official fixed price disseminated either from the race track or recognised dissemination facility, as displayed on the betting board indicator at the start of the event.

(2) In the event of a late withdrawal where no new betting is displayed before the start of a race, the starting price shall be the last price displayed, subject to the adjustment reflected in the deduction table in rule 18.

(3) Unless otherwise stipulated in the form of limits, any place betting at tote odds shall be settled in accordance with tote dividends. The bookmaker can however pay more than the official tote dividend, subject to this being agreed to at the time the bet is struck.

(4) In starting price bets and open bets, any limits to actual dividends, odds and payouts which apply, shall be prominently displayed and be made available at all times by the bookmaker.

## **23. Open bets**

The following shall apply to "open bets":

(1) All open bets offered by a bookmaker shall be subject to limits as determined by the bookmaker if any;

(2) The limits and conditions applicable to any bet type must be clearly displayed on the notice board, website or other relevant media of the bookmaker concerned.

## **24. Place betting at fixed odds**

The following shall apply to place betting at fixed odds:

(1) In races of 6-7 runners the 1st and 2nd place will be payable

(2) In races of 8 or more the 1st, 2nd and 3rd place will be payable;

(3) All place bets are subject to the rules relating scratching, deductions and dead heats;

(4) A bookmaker laying place bets shall display his prices on the betting display indicator or his notice board.

## **25. Races re-run**

In the event of any race being ordered to be re-run:

(1) "Starting price" bets shall be calculated and paid at the current price at the time the race is finally run;

(2) "With a run" bets on any horse/contestant, which started on the first occasion and which were subsequently scratched, that bet shall be void and the deductions in terms of rule 18 shall apply; and

(3) "ante-post" bets shall stand.

## **Section D**

### **Betting Rules for Sporting events (other than horse racing)**

#### **26. Application of this section**

- (1) In all betting relating to sports, other than horseracing, the rules relating to betting on horses/contestants shall apply *mutatis mutandis* to all circumstances not covered by the provisions of this section.
- (2) The "Deduction Table" as listed in rule 18 shall apply to this section.
- (3) "Betting in running" shall apply to all sports and other contingencies.
- (4) For settlement purposes in respect of sports event or contingencies the medal ceremony, prize giving or podium presentation will count as the official result.

#### **27. Void bets**

Unless otherwise specified in the rules applying to a specific sport, where a fixed odds bet is taken on an individual or team and such individual or team:

- (1) Is a "no show";
- (2) Is eliminated prior to the event through injury or sickness;
- (3) Is eliminated from the competition due to a technical infringement, excluding mechanical breakdown, crash, fall or injury during the event; such a bet will be void.

#### **28. Soccer (Football)**

The following shall apply to soccer (football):

- (1) All soccer bets shall be settled on the score at full time (90 minutes played plus referee's optional time). Extra-time, golden-goal and penalties do not count.
- (2) In the event of extra time, a new market will be created.
- (3) Where a bet is struck "to win outright", "lift the cup" or "to progress" there shall be no betting on the draw, as extra time, golden-goal or penalties may be required to decide the outcome.
- (4) Prices shall be displayed on both teams as well as the draw. The price on the home team should be displayed first and then the price on the away team or it must be clearly indicated which is the home team.
- (5) If a team plays a different opponent to that which is advertised, or if the venue of a match is the reverse of that displayed, or if the venue is changed to a neutral ground, all bets on that match shall become void. Multiple bets which include that match shall stand with that match being treated as void.

(6) (a) Where various betting opportunities are offered for the same match (e.g. correct score, first player to score, half-time or full-time result forecast) these cannot be combined in multiple bets where the outcome is related or where the result of one part of the bet contributes or assists in determining the outcome of another part of the bet. Where a multiple bet of this type has been accepted in error, it shall be settled by equally dividing the stake unit where the related outcomes clash; for example: Chelsea to win with the exact score 3-0 (10/1) and Chelsea to win in 90 minutes (1/1) is a related bet and therefore any bets placed on this double would be amended and the stake on the double split between the two individual bets; i.e. if R200 was placed on the double, the bet would be amended to read R100 on Chelsea to win 3-0 (1000/100) and R100 on Chelsea to win in 90 minutes (100/100).

(b) Where various betting opportunities are offered for the same tournament (e.g. pick the finalists, teams to or not to proceed to further stages of the tournament, a team to win a group) these cannot be combined in multiple bets where the outcome is related. When a multiple bet of this type has been accepted in error, it will be settled by equally dividing the stake unit where the related outcomes clash.

(7) (a) Should a match start and be abandoned prior to the completion of full time and an official result is declared by the governing association of the match or event within 24 hours, relevant bets will be determined on that result, notwithstanding any later changes to the result and/or error. However, in these circumstances, bets which are dependent upon the number of goals scored (including handicap bets) are void.

(b) If a soccer match is officially called off prior to its scheduled completion and an official match result is not declared by the relevant recognised governing body within 24 hours, bets not determined at the time the match is concluded are deemed void. This does not apply to bets already determined at the conclusion of the match (e.g. first goal scorer).

(8) (a) Settlement of "first or last player to score" bets shall be based on the goal scorer credited with the goal. Own goals do not count.

(b) "First player to score" bets shall become void if the selected player does not take part or takes the field as a substitute after the first goal has been scored.

(c) If a match is abandoned "first player to score" bets will stand provided a goal has been scored.

(d) In "first goal scorer" bets and "any other goal scorer" bets, it means any player besides those quoted (having betting next to their name) in the event. Only players NOT quoted in this event will be taken into account for the "any other player" bets.

(9) Bets on any matches that are postponed by more than 24 hours after the advertised date, or where there is a change of venue, shall become void.

(10) Bets are accepted up to kick-off time. Any bet inadvertently taken where the kick-off time was earlier than when the bet was accepted will be void.

(11) Bets struck "in running" must clearly state "in-running" on the ticket.

(12) (a) Bets relating to time will be settled according to the timing of the broadcaster's clock.

(b) Where no clock is available to use, or the game is not on television, then all related bets will be settled according to the information published on the internet or by the Press Association.

(13) All "soccer specials" are offered as one bet and should any part of the special not be determined for whatever reason, then the whole bet is void as the option was offered as one bet (e.g. Ryan Giggs to score the first goal and Manchester United to win - If Giggs does not play then the bet is void).

(14). When betting on "first goal scorer" own goals (goals accidentally scored by the opposition for the other team) do not count unless otherwise specified.

(15). For "time of first goal" bets (i.e. "first goal odds" markets), the first half is deemed to last 45minutes, regardless of stoppage time. Also for these markets, please note that the "0-10 Minutes" selection covers the first 10 minutes of the match. In other words, it runs from 0:00 until 09:59. The "11-20 minutes" selection runs from 10:00 until 19:59. The same principal applies to each of the other selections in this market.

(16). If a team is disqualified, thrown out or otherwise removed from a league, one of the following will apply:

a. If this happens before the relevant season has started, all bets on all affected markets will be void (except for those on markets which have been unconditionally determined);

b. If this happens after the relevant season has started, all affected markets will stand and the team will be deemed to be relegated and all bets on that team will be settled accordingly in all relevant markets (assuming, of course, that it is not subsequently reinstated before the end of the season);

The relevant season will be deemed to have started once the first league game has been played. For the purposes of this rule, markets relating to individual matches will not be deemed to be "affected markets".

(17). "Correct Score" bets will be refunded where the Final Score was not offered as a betting option.

(18). "Draw No Bet" markets are normal time bets. Single bets are refunded if the match is a draw at the end of normal time, whilst multiple Bets are recalculated excluding that leg.

(19) In certain circumstances, Top Bet may offer odds on a team to progress to the next round or to win a competition outright. In these instances no draw price will be quoted and replays, extra time goal difference and penalty shootout will count on determining settlement of the bet.

(20) Exotic markets including, but not limited to, "Correct Score", "HT/FT Doubles (Half time/Full Time)", "First Goal Scorer", "Total Goals", "Total Corners" and "Teams to Score" will all be resulted at the end of normal time.

## **29. Soccer Football (IN PLAY)**

(1). For everything other than horse racing if a market is not scheduled to be turned in-play but Top Bet fails to suspend the market at the relevant time, then:

(a) If the event has a scheduled "off" time, all bets matched after that scheduled off time will be void: and

(b) If the event does not have a scheduled "off" time, Top Bet will use its reasonable endeavours to ascertain the time of the actual "off" and all bets after the time of the "off" determined by Top Bet will be void.

(2). When live in play betting is offered, betting will be offered to the 80th minute in all local and international matches. Top Bet reserves the right not to offer any odds for live in play betting.

### **30. Athletics and Swimming**

(1). For settlement purposes the podium position or medal ceremony will count as the official result.

(2). Betting on the winner of an event is offered on an All-In basis. No refunds will be given for non-starters or for competitors who retire or are disqualified mid-meet.

(3). For head-to-head match-ups, both competitors must start the event.

(4). Top Bet does not recognize overturned decision, for betting purposes we will only pay on podium positions, if they overturn the decision at a later stage our result (on podium position) will stand.

### **31. Boxing**

The following shall apply to boxing:

(1) In the event of a contest being postponed for more than 24 hours or should there be a substitution for one of the boxers, all bets will be void.

(2) A price may be offered for a draw and in the event of that occurring; bets on either boxer to win will be losing bets.

(3) If either boxer fails to answer the bell, his opponent will be deemed to have won the contest in the previous round for betting purposes.

(4) A Points Decision is effective on completion of the scheduled number of rounds. Where for any reason a points decision is awarded before the full number of rounds is completed, bets will be settled on the round in which the fight was stopped.

(5) If for any reason the number of rounds scheduled is changed, all "round by round" bets will be void.

(6) Notwithstanding rule 27 (c), where a boxer is disqualified by reason of technical infringement such a low-blows, eye-gouging and head butting, such boxer will be deemed to have lost and all bets shall stand.

(7). For all wagers on a boxer to win by Points Decision, the full scheduled number of rounds must take place for the wagers to be deemed winners.

(8). All wagers on either fighter to win will be decided by the judges' decision, which includes points, technical knockout (TKO), knock out (KO) or disqualification.

(9). The official stopping of a round before the sounding of the bell does not constitute a full round. A full round is only considered for wagering purposes to have been completed when the bell sounds signifying the end of the round.

## **32. Cricket**

The following shall apply to cricket:

(1) Limited Overs (one day matches) -

(a) In any limited-overs match, all bets will be settled in accordance with official competition rules including matches where a reduction of overs takes place.

(b) If a match is abandoned due to outside interference and no official result is declared, all bets will be void.

(c) In a weather affected match, where the minimum number of overs necessary to declare a match or result, has not been bowled, all bets on the game will be void, except those bets where the contingency bet on has already been concluded.

(d) Bets on matches that are reduced in length but not abandoned, including "in-running" bets, will stand provided that the match has been completed and an official result declared. This applies whether the result is determined by the Duckworth/Lewis method or any other form of calculation used to determine the official result.

(e) All total runs bets on a single innings will stand regardless of how many overs have been bowled so long as an official result is declared.

(f) Bets will stand for all postponed matches so long as they are played within 24 hours. If there is a change of venue or team selection, bets will be declared void.

(g) When a match is tied;

(i) Top batsman, bowler and total bets shall stand;

(ii) Match bets are void unless tie betting is quoted.

(h) In "top batsman" and "top bowler" betting, and "runs scored by an individual batsman" or "wickets taken by individual bowlers":

(i) Bets on any player not in the starting eleven shall be void;

(ii) Bets shall become void in a match where at least one ball has not been bowled to both sides;

(iii) Top batsman and bowler bets will stand so long as the player is picked to play in the match irrespective of whether he bats/bowls or not and such players will be deemed to have scored zero runs and taken zero wickets respectively;

(iv) Head to head bets in this sub rule require at least one ball to have been bowled and a minimum of 25 overs to have been bowled or the relevant innings to have been completed to stand. Ties will be void;

(v) Bets on an individual batsman's runs will be void if he does not face at least one ball;

- (vi) Dead-heat rules apply for "top batsman/bowler" and "catches" betting;
- (vii) If a match is abandoned before a bowler can complete his allotted overs or take more wickets than the other bowler then bets are void
- (2). Five day matches -
- (a). Top batsman/bowler rules apply as for limited overs matches.
- (b). At least one ball must be bowled for bets to stand, otherwise affected bets are void.
- (c). If a match is officially abandoned due to outside interference and no official result is declared, then undecided bets on the match are void.
- (d). In the event of a tie, i.e. both teams have completed two innings each and have the same score, dead-heat rules will apply, and bets on the draw will be losing bets.
- (3). Series betting - test or one day:
- (a). Bets are void if the designated number of matches in the series is not completed, unless a sufficient number of matches have been played to determine the series.
- (b). Correct score bets shall become void if the stipulated number of matches is not played.
- (4). Tournament or Series -
- (a). In a tournament or series, where a bet on an outright winner has been taken and the trophy is shared due to a tie or a no result, dead-heat rules apply. However, bets on a team to win a final are void if the match ends in a tie.
- (5). For Twenty20 matches that end in a tie after the allotted number of overs, all bets on 'to win the match' shall be refunded, the super over does not count. For all other betting on the match (i.e. High Bats, Most Sixes, Most Run Outs, Batting and Bowling Match-ups, etc.) the tie breaker is not included.
- (7). If a match is transferred to a reserve day, all wagers will carry over. (Provision of the 24 hours)
- (8). For Limited Overs matches where the official result is a tie, (no tie quoted) bets will be refunds.
- (9). For Correct Series Score betting, all scheduled matches must have a winner declared. Otherwise all single wagers are void and bets refunded, while affected multiples will be recalculated excluding that leg.

### **33. Golf**

The following shall apply to golf:

- (1) (a) Where a tournament which is scheduled for 72 holes is abandoned for any reason, all bets on the outcome of the tournament are void, unless an official result is declared by the relevant recognised governing body within 48 hours.

(b) In the event that a tournament is abandoned prior to completion of the scheduled number of holes any bets placed after the point in the tournament where no further play occurred are deemed void

(2) Where a tournament is suspended by the recognised governing body and no official result declared under circumstances where the balance of the tournament is intended to be rescheduled, all bets not yet determined are to be held in trust by the bookmaker until a result is declared by the relevant recognised governing body. In these circumstances, if a result is not declared within 7 days of the original scheduled commencement date; all bets not yet determined are deemed void.

(3) (a) All outright bets are settled on the player who wins the trophy and any play-off holes will be taken into account when determining the winner of a tournament.

(b) In the case of place bets where there is a tie after completion of the predetermined number of holes (subject to rule 32 (1) and 32 (2) herein), the revised pay-out payable shall be calculated by the following method:

(i) Divide the face value of the sports bet (the original pay-out and the original stake) by the number of competitors involved in the tie, draw or dead-heat, then

(ii) Multiply the figure obtained in (i) by the number of official placings to be filled by the competitors involved in the tie, draw or dead-heat.

**Example 1:** Tiger Woods wins a tournament; Ernie Els finishes 2<sup>nd</sup>; and Adam Scott, Retief Goosen, Vijay Singh and Michael Campbell finish in a tie for 3<sup>rd</sup> place. If you have selected Scott to finish in the placings at 5/1 and you wagered 1000/2000, the original pay-out of 1000 would be divided by 4 leaving the face value of the bet at 250/50. The official placings filled by the competitors who have tied is 2 (assuming you are paying the top 4 places), viz: 3<sup>rd</sup> and 4<sup>th</sup> place, so the bet would become 500/100.

**Example 2:** Woods wins a tournament, Els and Scott tie for 2<sup>nd</sup>, Goosen, Singh, Campbell and Garcia tie for 4<sup>th</sup>. Your wager is 2000/500 on Garcia to finish in the top 4. Your bet would be 500/125.

(4) Bets shall become void on any player failing to tee off in the first round and subsequent withdrawals shall be deemed to be losers.

(5) A player who tees off is deemed "under orders" and all outright and match bets stand.

(6) The following applies to "make the cut" betting -

(a) For bet to stand the name player must play 36 holes (or 54 holes where the cut is made at that point);

(b) If a player is deemed to have made the cut if the player is eligible to play in the round after the cut has been made (even if he chooses not to). If a player is not eligible to do so (even if the rules for the cut have been changed during the tournament) that player is deemed to have missed the cut.

(7) The following applies to tournament group betting -

(a) This is the betting on specified groups of players to achieve the lowest individual aggregate (or the best placing) for the whole tournament irrespective of how far each player progresses;

(b) Bets shall become void on any player in that group who fails to start the tournament and deduction rules shall apply on the remaining players in that group; and

(c) Dead heat rules applicable to horse racing shall apply if 2 or more players tie for 1st place in the group.

(8) The following applies to tournament match betting -

(a) This is betting on specified pairings to achieve the higher placing (or the lowest individual aggregate score) for the whole tournament, on a selected day or a number of selected days;

(b) Prices are quoted for the tie in match betting (i.e. both players to achieve the same overall score after 72 holes, inclusive of when the number of holes has been reduced providing that it is not fewer than 36 holes and an official result has been declared by the recognised governing body);

(c) And if either player fails to take any part in the tournament, or if the specific round is abandoned, bets on that match shall become void; and

(d) Play-off holes do not count; unless the bet was made specifically to exclude the tie; i.e. one player to win outright against another in the tournament match betting scenario.

(9) The following applies to two, three and four balls matches -

(a) All bets are settled on the lowest single round score over the specified 18 holes play and all 18 holes must be completed;

(b) If a player starts a round but fails to complete it, all bets on that player will be deemed losers regardless of score;

(c) All bets shall become void if the specified round is abandoned or if any one of the players fails to start the round;

(d) Dead-heat rules applicable to horse racing shall apply for three and four balls if more than one player achieves the lowest score, unless a tie is quoted;

(e) A tie will be quoted for two-ball betting and where a tie occurs all bets on players are losers, unless it clearly states that betting is quoted with no tie;

(f) In the event of a player listed in a three or four-ball withdrawing before the event has started all bets on that specific three or four ball are void;

(g) If for any reason a player withdraws or is disqualified during the tournament after he has teed off (i.e. played one stroke), all bets will stand on that three or four ball;

(h) If 2 or 3 players are tied on the same score they will be settled as a dead heat for betting purposes, unless they are involved in a playoff, where the winner of the three or four ball is the golfer with the lowest finishing score. If all three or four golfers miss the cut the player with the lowest score will be deemed the winner.

(10). Wagers accepted after the conclusion of a day's play in a tournament where there is no further play which counts towards the result of a tournament, will be void and refunded whilst affected multiples will be recalculated excluding that leg.

(11). Where a game is abandoned with no official result:

a) If the market is being traded in running, the make-up will be the mid-point of the quote at the time at which play ceases. (Applicable for spread betting);

b) If the market is not being traded in running, all bets, whether open or closed, shall be void.

### **34. Motor racing**

The following shall apply to motor racing:

(1) In the case of championship betting -

(a) Bets stand on all drivers whether or not they participate; provided that drivers must start at least one race.

(b) Results will be determined based on the official points standings upon the initial declaration of the official result by the relevant recognised governing body of the final event for championship purposes. The championship result will not be affected by any subsequent protests, processes or amendments to placings.

(2) In the case of Grand Prix betting -

(a) For settlement purposes the podium position or medal ceremony immediately after the race shall count as the official result. The result will not be affected by any subsequent protests, processes or amendments to placing;

(b) In the event that the number of laps in the race is reduced for any reason, bets will stand and the podium finish applied to determine the outcome of the event;

(c) Bets will be void on any driver who withdraws from the race prior to the commencement of the warm-up lap (also referred to as the formation or practice lap). Once the warm-up lap is underway, all contestants are "under starter's orders" and all bets stand;

(d) In the case of "head-to-head" betting between two drivers or cars, if either or both fails to finish, the outcome will be determined in accordance with which car or driver completes the most laps, even if the number of laps is reduced for any reason. In the event that both are accredited with completing the same number of laps, dead heat rules apply;

(3) Any bets on the constructors' title will stand whether they participate or not provided that one of the constructors' cars must start at least one race.

(4). Betting on drivers, riders and constructors championships will be paid once the podium positions for the final listed championship event are known. Post-podium for the final race, TOPBET does not recognise overturned decisions for betting purposes.

### **35. Rugby**

The following shall apply to rugby:

- (1) All rugby bets shall be settled on the score at full time (80 minutes play), plus referees optional time. Extra-time and penalties do not count.
- (2) In the event of extra time, a new market will be created.
- (3) Where a bet is struck "to progress" or "lift the cup" or "to win outright" there shall be no betting on the draw, as extra time or penalties may be required to decide the outcome. In the event of both teams tied after extra time has been played, dead heat rules apply for betting purposes.
- (4) Prices shall be displayed on both teams as well as the draw if applicable, and it shall be clearly indicated which is the home team.
- (5) A handicap tie price if applicable will be quoted and if the game is a tie on handicap after 80 minutes, then all bets on both sides for the win will be deemed losers.
- (6) If a team plays a different opponent to that which is advertised, or if the venue of a match is the reverse of that displayed, all bets on that match shall become void.
- (7) Where various betting opportunities are offered for the same match (e.g. correct score, first player to score, half-time or full-time result forecast) these cannot be combined in multiple bets where the outcome is related or where the result of one part of the bet contributes or assists in determining the outcome of another part of the bet. Where a multiple bet of this type has been accepted in error, it shall be settled by equally dividing the stake unit where the related outcomes clash.
- (8) Where various betting opportunities are offered for the same tournament (e.g. a team to win a group, a team to progress or not to progress to further stages of the tournament, pick the finalists or semi-finalists) there cannot be combined in multiple bets where the outcome is related or where the result of part of the bet contributes or assists in determining the outcome of another part of the bet. Where a multiple bet of this type has been accepted in error, it shall be settled by equally dividing the stake unit where the related outcomes clash.
- (9) Should a match be incomplete, abandoned or postponed all bets shall become void, unless it is resumed or played within 24 hours of the original scheduled date.
- (10) In the case of "first try-scorer bets":
  - (a) Bets shall become void if the selected player does not take part in the starting line-up;
  - (b) If a match is abandoned "first player to score" bets shall stand provided a try has been scored;
  - (c) In cases where a price is offered on a penalty try within the relevant market, all bets on players to score the first try will be losers;
  - (d) In the event that betting on a penalty try is not included within the relevant market and the first try awarded is a penalty try, then the relevant bet will be determined on the basis of the try following the penalty try;

(e) Bets stand regardless of whether the player who is the subject of the bet or any other player takes or leaves the field or is dismissed from the game; and

(f) "any other try scorer" means any player besides those quoted (having betting next to their name) in the event. Only players NOT quoted in this event will be taken into account for the "any other player" bets.

(11) "Half-time/full-time" betting is applied to which team is winning at half-time and which team wins the match at full-time, with the option of the draw included in bet permutation.

(12) Any matches that are postponed by more than 24 hours after the advertised date or where there is a change of venue will be void for betting purposes.

(13) The provisions of rule 17 shall apply mutatis mutandis.

(14). Where markets on rugby matches or groups of matches are the same, in principle, as those on football matches or groups of matches, the principles set out in the section "Football" above will prevail. This applies equally to tournament markets. For example: in a market about time of the first try, where no try is scored the make-up will be 80 minutes (regulation time) regardless of any injury time added on.

(15). If a penalty try is awarded in a Rugby Union match, the shirt number of the try scorer will be deemed to be eight. If a penalty try is awarded in a Rugby League match, the shirt number of the try scorer will be deemed to be that of the player awarded the penalty try. In the case of no player being awarded a penalty try in a Rugby League match, the shirt number of the try scorer will be deemed to be seven.

(16). For "First to Score a Try" involving between 2 and 5 players, all players must be in the starting 13 for bets to stand. If any listed player does not play or starts the match on the bench, all single wagers on the non-starting player will be void and stakes refunded whilst affected multiples will be recalculated excluding that leg. Only regulation time, no extra time applies.

(17). For "First Try Scorer", "Last Try Scorer" to score a try and "First Team Try Scorer" markets, for any players not in the starting 15 on the day, the stakes will be refunded for single bets, whilst multiples will be recalculated excluding that leg. Only regulation time, no extra time applies.

(18). "Second Half" wagers relate solely to the score in the second half of regulation time, no extra time applies. (Scores start from 0-0 at half time).

(19). Six Nations betting, the grand slam refers to a victory against all other teams in the competition. Triple Crown betting refers to one of England, Ireland, Scotland and Wales defeating the three other teams in the market. For both of these betting options the no grand slam or no triple crown shall be deemed the winner if no team defeats all others. Draws are not considered as victories or as half face value for the purpose of these markets.

(20). For "Time of First Try" betting, pay outs are based on the official clock. Specifically the 8<sup>th</sup> minute ends at 08:00 (8 minutes and zero seconds) and the 9<sup>th</sup> minute begins at 08:01 (8 minutes and 1 second).

### **36. American Football**

The following shall apply to betting on American football:

- (1) The score at the end of play, including overtime, will be taken as the final result.
- (2) Notwithstanding the provisions of paragraph (a), "First half/Second half Double" bets shall be settled at the conclusion of regulation time.
- (3). "HT/NT Double betting (Half Time/Normal Time)" excludes overtime.
- (4). Games are considered official for betting purposes after 55 minutes of play.

### **37. Tennis**

The following shall apply to betting on tennis:

- (1) A tennis match is deemed to have commenced with the first serve. However, if a match ends prematurely due to either players' retirement or disqualification all "Match" bets are void.
- (2) If a match is postponed and rescheduled, all bets stand. If the match is not played within 24 hours, "Match" bets are void.
- (3) Bets stand regardless of any change of venue or court surface.
- (4) For "Sets" betting, if the match does not start or is unfinished due to either players' incapacity or disqualification, the bets are void.
- (5) In the event of a change in the total number of sets played, "Match" bets will stand but "Set" betting will be void.
- (6) "Ante Post" bets struck on an outright winner for any Grand Slam or Championship title will be subject to a three-day run and deduction rule, i.e. if a tournament starts on a Monday, bets taken from and including the Friday before the commencement of the tournament, should the player withdraw from that time (the Friday) until the Monday it commences and the balance of the field subject to existing horse-racing deduction rules. Any bets taken before the Friday (i.e. prior to three days before the scheduled start of the tournament) will be deemed losers should a player withdraw for any reason whatsoever.
- (7). For "Match Winner" and "Total Games Doubles", the match must run to full completion.
- (8). For "First Set Winner" and "Set Score" betting, the applicable set must be completed for bets to stand.
- (9). For "Sets Total" betting, a ball must be served in the third set of a best of three sets match and in the fifth set of a best of five sets match for bets to stand.
- (10). For "Most Aces" and "Most Double Faults" betting, the match must run to full completion.
- (11). For "Doubles Tennis" betting, all named players must play for bets to stand. Any player substitution will void the market.

(12). Affected multiples will be recalculated excluding that leg.

(13). For "Total Games" betting, the match must run to full completion (i.e. no retirement or disqualification), with the exception that at any time where the total has been exceeded the wager shall be considered complete.

(14). "Tournament Outright" betting is offered on an All-In basis. No refunds will be given for non-starters, or for competitors who retire or are disqualified mid-tournament. This includes, but is not limited to, "Tournament Winner", "Reach the Final" and "Reach the Semi Finals" betting.

### **38. Cycling**

(1). "Outright" markets are conducted on an All-In basis. No refunds will be given for non-starters. This will include any group betting where the number of competitors is 9 or more.

(2). For competitor head-to-heads (2 cyclists) and group betting involving 3 - 8 competitors, all competitors must cross the official starting line for wagers to stand. Should any competitor not cross the official starting line, single bets will be void and stakes refunded, whilst multiple bets will be recalculated excluding that leg. Should only one cyclist complete the applicable stage or race, they will be deemed the winner. Should no cyclist in the head-to-head or group complete the applicable stage or race, then bets will be deemed void.

(3). Cycling bets are settled as per the official classification listing at the time of the podium presentation. Post-podium, Top Bet does not recognise overturned decisions for betting purposes.

## **Section E**

### **Spread Betting**

#### **39. Betting rules for spread betting**

(1) In this rule, unless the context otherwise indicates, the term set out below shall have the following meanings:

a) "**Going high**" /or "**Buying**" means wagering that the result of a certain event will exceed the high point or offer price of the spread quote and "**has gone high**" or "**bought**" has a corresponding meaning;

b) "**Going low**" or "**Selling**" means wagering that the result of a certain event will be below the low point or bid price of the spread quote and "**has gone low**" or "**sold**" has a corresponding meaning;

c) "**Spread bet**" means a bet laid by a bookmaker on the contingency that the outcome of a certain event will fall outside a spread margin;

d) "**Spread margin**" /or "**Bid-offer price**" means the margin, expressed in points, set by a bookmaker between a low-high and a high-low point of predicted outcomes of a certain event; and

e) **"Stop loss/win"** means the maximum amount of points on a spread market that can be won or lost;

f) **"Make-up"** is the final settlement price of a spread bet;

g) **"Mid-point"** is the average of the bid and offer price, or the **"go-high"** and **"go-low"** price.

(2) A spread bet is placed by the customer staking a stated amount of money per point and going high or low (buying or selling) and the amount won or lost is directly related to the fixed amount per point wagered.

(3) Each spread bet shall be subject to the stop loss/win set by the bookmaker on each type of spread betting market offered by him.

(4) All stop losses/wins shall be displayed at all times in the betting room or displayed on the website of such a bookmaker and, at the request of the player, shall be read out to the player.

(5) A player shall lose if the outcome of the event falls within the spread margin or the side of spread margin opposite to that on which he wagered.

(6) The **size of a player's win** shall be determined by taking the lesser of;

a) The number of points difference between that point of the spread margin at which the player wagered and the stop loss/win on that side; and

b) The number of points difference between that point of the spread margin at which the player wagered and the outcome of the event.

(7) The size of the player's loss shall be determined by taking the lesser of;

a) The number of points difference between that point of the spread margin opposite to that on which the player wagered and the stop loss/win on that side; and

b) The number of points difference between that point of the spread margin opposite to that on which the player wagered and the outcome of the event.

(8) (a) In certain events the bookmaker may allow the player to close his bet by either taking a profit or cutting a loss.

(b) If a player has gone high and he takes his profit or cuts his loss, the size of the player's win or loss, as the case may be, shall be calculated not with reference to the actual outcome of the event, but with reference to the difference between:

(i) The high point of the spread margin applicable when the bet was struck;

(ii) and the low point of the spread margin applicable at the time that the profit is taken or the loss is cut, as the case may be.

(c) If a player has gone low and he takes his profit or cuts his loss, the size of the player's win or loss, as the case may be, shall be calculated not with reference to the actual outcome of the event, but with reference to the difference between;

- (i) The low point of the spread margin applicable when the bet was struck; and
- (ii) The high point of the spread margin applicable at the time that the profit is taken or the loss is cut, as the case may be.

#### **40. Sport provisions**

Notwithstanding the provisions of rule 28 to rule 36 the following provisions shall apply to Sports spread betting “

(1) In the case of football “

(a) For any bets on the time of an event (such as first goal, first throw) occurring in the match, settlement shall be determined by the official timing of the match where available, alternatively bets will be settled on market consensus.

(b) A bet on the total number of points that a team will attain during the season shall not be affected by any points deducted after the completion of the season; and

(c) In any bet on the total shirt numbers of the goal scorers in a match, the shirt number of any scorer of an own goal shall be added to the total of shirt numbers of the team which is credited with the goal.

2. In the case of cricket “

(a) All bets struck on the number of runs to be scored in the first innings of a one-day match shall be void if the side has not completed 90% of the original allocated overs or 90% of any reduction of overs, unless the team has been dismissed; and

(b) In respect of a bet on a match between two batsmen, each shall go in to bat, and at least one ball shall be bowled to each for the bet to be valid.

3. In the case of golf, in a bet on finishing positions where a position is tied, the average of the number of places allocated to the players involved in the tie for such position shall be used: Provided that in a playoff, the winner of the playoff shall be the winner.

4. In the case of motor racing in any bet involving the winning margin of a Grand Prix race, that margin shall be rounded up or down to the nearest 100<sup>th</sup> of a second.

5. In the case of rugby “

(a) Eight points shall be awarded for a penalty try on bets struck on the jersey numbers of try scorers; and

(b) Every player shall retain his original number for the duration of the match.

6. In the case of boxing in any bet involving the finishing time of the fight, all rounds shall be three minutes, and the finishing time shall be rounded up or down to the nearest minute.

7. In the case of horse racing, a bet on finishing positions across a race day shall be void should the race meeting be abandoned.

## TOP BET S.A. Terms and Conditions: Part D

### TOP BET Conditions

#### 1. INTRODUCTION

1.1. Top Bet imposes those win limit amounts as set out in the schedules in this Part D (in paragraphs 3, 4 and 5) (paragraph 4 contains win limit imposition schedules in regard to sporting events which have not yet commenced and in regard to paragraph 5 win limit imposition schedules these are relative to various types of betting transactions on various sporting events which constitute "in running" sporting events or a combination of in running sporting events and sporting events that are yet to commence).

1.2. The win limit amounts are imposed so as to limit the financial exposure of Top Bet.

1.3. Although the win limit amounts are imposed by Top Bet by it instructing the software computer programme to capture such impositions, it is unfortunately possible that this capturing does not take place and/or is captured incorrectly and/or these change without any outside influence examples whereof are:-

1.3.1. Human error / fraud (where the computer hardware operator changes the limits and/or instructs incorrect limits; and/or

1.3.2. The malfunctioning of the computer hardware and/or the software computer programme.

1.4. In the event the win limit impositions, (as indicated in the schedules herein under), are exceeded as a result of any of those matters indicated in 1.3 hereinabove, then Top Bet shall be entitled, at any time, to amend the betting transaction/s concerned in order to bring same within the win limit imposition/s – Top Bet shall furthermore have the right to reverse any credit that has been credited to the Account and where necessary to credit the Account with any amount wagered, which crediting is necessary as a result of the alteration of a betting transaction to bring it within the imposed win limit amount.

1.5. In many instances Top Bet does not "take back" totalisator betting transactions (commonly known as the "open bet") from the South African Tote Operator. Accordingly You have the added advantage of receiving a dividend higher than that dividend You would obtain from the Tote Operator if you had placed the betting transaction concerned with the Tote Operator. **However** notwithstanding the win limit impositions in regard to Totalisator betting transactions, a further limit is imposed in regard to such betting transactions i.e. You cannot receive a betting transaction totalisator dividend which exceeds the net pool relative to that particular betting transaction e.g. if the win pool on a horse racing event is R1000 (one thousand Rand) and You place a R1000 (one thousand Rand) stake on a particular horse which then wins at a Tote dividend win amount of R10 (ten Rand), You will **not** be paid R10 000 (ten thousand Rand) but rather R1000 (one thousand Rand).

#### 2. SPECIFIC TERMS AND CONDITIONS IN REGARD TO WIN LIMIT IMPOSITION

2.1. You acknowledge, agree and confirm that all betting transactions with Top Bet shall be subject to the win limit impositions indicated in this Part D.

2.2. You acknowledge and confirm that when communicating with the software computer programme of Top Bet that You are submitting an offer to transact a specific betting transaction.

2.3. You undertake not to submit any betting transaction offer which exceeds the win limit impositions indicated in the schedules in this Part D.

2.4. You acknowledge that it is possible that the computer software programme (due to an error/malfunction) of Top Bet and/or the conduct / misconduct of its employees and/or agents' conduct may result in Top Bet accepting your betting transaction offer (notwithstanding your undertaking indicated in 2.3) **notwithstanding that such offer exceeds the win limit impositions indicated in the schedules in this Part D.**

2.5. You agree that should You breach the undertaking indicated in 2.3 and should Top Bet accept a prohibited offer from you then in such event Top Bet, in its discretion, shall be entitled to void / cancel the betting transaction alternatively shall be entitled to reduce the betting transaction win limit amount so as to bring it within the maximum win limit imposition amount as indicated in the schedules in this Part D.

2.6. You agree that should Top Bet credit the Account with an amount relative to a successful betting transaction which exceeds the win limit imposition amount then Top Bet shall be entitled in its sole discretion to debit the Account with an amount by which the win limit amount has been exceeded or debit it with the entire win amount applicable to the betting transaction concerned.

### **3. BETTING TRANSACTIONS IN REGARD TO DIVIDENDS AS DECLARED BY THE TOTALISATOR / TOTE IN SOUTH AFRICA (COMMONLY KNOWN AS THE "OPEN BET")**

3.1. Notwithstanding what the dividend is declared by the South African Totalisator / Tote, the maximum amount payable by Top Bet shall be those amounts indicated in the schedule immediately indicated herein under and marked as paragraphs 3.3, 3.4 and 3.5.

3.2. In the event that no dividend or partial is declared by the South African Totalisator / Tote, then the dividend payable by Top Bet shall be the maximum amount indicated in the schedule immediately indicated herein under e.g. should there be no winner of the Pick Six and should the net amount of the pool be R1 million then the winning combination pay-out will be R500k (five hundred thousand Rand) for the R1 (one Rand) staked, and in the case that You should be successful with a 20% (twenty present) then the dividend payable by Top Bet shall be R100k (one hundred thousand Rand) and being 20% (twenty present) of the imposed win limit amount of R500k (five hundred thousand Rand).

#### **3.3. HORSE RACING**

<b>COUNTRY</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT PER TICKET APPLICABLE BUT ALWAYS SUBJECT TO THE CONDITION IMMEDIATELY BELOW THIS SCHEDULE</b>
SOUTH AFRICA	TOTE WIN	R500,000
SOUTH AFRICA	TOTE PLACE	R250,000
SOUTH AFRICA	TOTE DOUBLE	R250,000
SOUTH AFRICA	SWINGER	R250,000

SOUTH AFRICA	EXACTA	R250,000
SOUTH AFRICA	TRIFECTA	<b>R250,000</b>
SOUTH AFRICA	QUARTET	R250,000
SOUTH AFRICA	PLACE ACCUMULATOR	R500,000
SOUTH AFRICA	PICK 3	R500,000
SOUTH AFRICA	JACKPOT	R500,000
SOUTH AFRICA	PICK 6	R500,000
UNITED KINGDOM AND IRELAND	TOTE WIN	R500,000
UNITED KINGDOM AND IRELAND	TOTE PLACE	R250,000
UNITED KINGDOM AND IRELAND	TOTE DOUBLE	R250,000
UNITED KINGDOM AND IRELAND	SWINGER	R250,000
UNITED KINGDOM AND IRELAND	EXACTA	R250,000
UNITED KINGDOM AND IRELAND	TRIFECTA	R250,000
UNITED KINGDOM AND IRELAND	QUARTET	R250,000
UNITED KINGDOM AND IRELAND	PLACE ACCUMULATOR	R500,000
UNITED KINGDOM AND IRELAND	PICK 3	R500,000
UNITED KINGDOM AND IRELAND	JACKPOT	R500,000
UNITED KINGDOM AND IRELAND	PICK 6	R500,000
OTHER COUNTRIES	TOTE WIN	R500,000
OTHER COUNTRIES	TOTE PLACE	R250,000
OTHER COUNTRIES	TOTE DOUBLE	R250,000
OTHER COUNTRIES	SWINGER	R250,000
OTHER COUNTRIES	EXACTA	R250,000
OTHER COUNTRIES	TRIFECTA	R250,000
OTHER COUNTRIES	QUARTET	R250,000
OTHER COUNTRIES	PLACE ACCUMULATOR	R500,000
OTHER COUNTRIES	PICK 3	R500,000
OTHER COUNTRIES	JACKPOT	R500,000
OTHER COUNTRIES	PICK 6	R500,000

**The win limit imposition amounts indicated in the last column of the schedule appearing immediately hereinabove will be further subject to the net pool amount relative to the type of bet. See the example indicated in 1.5 of this Part D.**

### 3.4. **SOCCER**

<b>COUNTRY</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT PER TICKET APPLICABLE BUT ALWAYS SUBJECT TO THE</b>
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		<b>CONDITION IMMEDIATELY BELOW THIS SCHEDULE</b>
SOUTH AFRICA	SOCCER 6	R500,000
SOUTH AFRICA	SOCCER 7	N/A
SOUTH AFRICA	SOCCER 8	N/A
SOUTH AFRICA	SOCCER 9	N/A
SOUTH AFRICA	SOCCER 10	N/A

**The win limit imposition amounts indicated in the last column of the schedule appearing immediately herein above, will be further subject to the net pool amount relative to the type of bet. See the example indicated in 1.5 of this Part D**

### 3.5. **RUGBY**

<b>COUNTRY</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT PER TICKET APPLICABLE BUT ALWAYS SUBJECT TO THE CONDITION IMMEDIATELY BELOW THIS SCHEDULE</b>
SOUTH AFRICA	RUGBY 6	R500,000
SOUTH AFRICA	RUGBY 7	N/A
SOUTH AFRICA	RUGBY 8	N/A
	RUGBY 9	N/A
	RUGBY 10	N/A

**The win limit imposition amounts indicated in the last column of the schedule appearing immediately hereinabove, will be further subject to the net pool amount relative to the type of bet. See the example indicated in 1.5 of this Part D**

## **4. WIN LIMIT IMPOSITIONS IN REGARD TO BETTING TRANSACTIONS IN REGARD TO SPORTING EVENTS THAT ARE TO COMMENCE IN THE FUTURE**

### 4.1. **HORSE RACING**

**ANTE POST (ANY BET OR CONTINGENCY ACCEPTED BY THE BOOKMAKER BEFORE THE FINAL FIELD IS DECLARED THERE IS NO RUN AND DEDUCTION RULE**

<b>ANTE - POST</b>		
<b>COUNTRY</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
SOUTH AFRICA	WIN	<b>R10,000</b>
SOUTH AFRICA	PLACE	<b>R10,000</b>
SOUTH AFRICA	Multiple	<b>R100,000</b>
UNITED KINGDOM AND IRELAND	WIN	<b>R10,000</b>
UNITED KINGDOM AND IRELAND	PLACE	<b>R10,000</b>
UNITED KINGDOM AND IRELAND	Multiple	<b>R100,000</b>
OTHER COUNTRIES	WIN	<b>R10,000</b>

OTHER COUNTRIES	PLACE	<b>R10,000</b>
OTHER COUNTRIES	Multiple	<b>R100,000</b>
<b>FORECAST (BETTING THAT IS DISSEMINATED AFTER THE FINAL FIELD IS ANNOUNCED)</b>		
<b>COUNTRY</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
SOUTH AFRICA	WIN	<b>R10,000</b>
SOUTH AFRICA	PLACE	<b>R10,000</b>
SOUTH AFRICA	Multiple	<b>R100,000</b>
UNITED KINGDOM AND IRELAND	WIN	<b>R10,000</b>
UNITED KINGDOM AND IRELAND	PLACE	<b>R10,000</b>
UNITED KINGDOM AND IRELAND	Multiple	<b>R100,000</b>
OTHER COUNTRIES	WIN	<b>R10,000</b>
OTHER COUNTRIES	PLACE	<b>R10,000</b>
OTHER COUNTRIES	Multiple	<b>R100,000</b>

#### 4.2 **ATHLETICS, FIELD EVENTS, SWIMMING AND WINTER SPORTS**

<b>TYPES</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
OLYMPICS	SINGLE	<b>R10,000</b>
OLYMPICS	ALL MULTIPLES	<b>R100,000</b>
ALL OTHERS	SINGLE	<b>R10,000</b>
ALL OTHERS	ALL MULTIPLES	<b>R100,000</b>

#### 4.3 **BASEBALL AND BASKETBALL**

<b>TYPES</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
ALL	SINGLE	<b>R10,000</b>
ALL	ALL MULTIPLES	<b>R30,000</b>

#### 4.4 **CRICKET**

<b>TYPES</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
TEST MATCHES	SINGLE	<b>R10,000</b>
TEST MATCHES	MULTIPLE	<b>R100,000</b>
ODIS	SINGLE	<b>R10,000</b>
ODIS	MULTIPLE	<b>R100,000</b>
T 20S	SINGLE	<b>R10,000</b>
T 20S	MULTIPLE	<b>R100,000</b>
OTHER	SINGLE	<b>R10,000</b>
OTHER	MULTIPLE	<b>R30,000</b>

#### 4.5 **GOLF**

<b>EVENTS</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
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MAJORS AND US TOUR	SINGLE	<b>R20,000</b>
MAJORS AND US TOUR	ALL MULTIPLES	<b>R100,000</b>
EUROPEAN TOUR	SINGLE	<b>R20,000</b>
EUROPEAN TOUR	ALL MULTIPLES	<b>R100,000</b>
ALL OTHER GOLFING EVENTS	SINGLE	<b>R10,000</b>
ALL OTHER GOLFING EVENTS	ALL MULTIPLES	<b>R30,000</b>

#### 4.6 **FOOTBALL - AMERICAN (NFL) AND CANADIAN (CFL)**

<b>EVENTS</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
ALL	SINGLE	<b>R10,000</b>
ALL	ALL MULTIPLES	<b>R100,000</b>

#### 4.7 **FOOTBALL (AUSTRALIA – AUSSIE RULES)**

<b>EVENTS</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
ALL	SINGLE	<b>R10,000</b>
ALL	ALL MULTIPLES	<b>R100,000</b>

#### 4.8 **RUGBY**

<b>TYPES</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
RUGBY UNION	SINGLE	<b>R10,000</b>
RUGBY UNION	ALL MULTIPLES	<b>R100,000</b>
RUGBY LEAGUE	SINGLE	<b>R10,000</b>
RUGBY LEAGUE	ALL MULTIPLES	<b>R100,000</b>
SIX NATIONS	SINGLE	<b>R10,000</b>
SIX NATIONS	ALL MULTIPLES	<b>R100,000</b>
SUPER 15	SINGLE	<b>R10,000</b>
SUPER 15	ALL MULTIPLES	<b>R100,000</b>

#### 4.9 **SOCCER**

<b>DIVISION MATCHES</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
A DIVISION MATCHES	SINGLE	R10,000
A DIVISION MATCHES	MULTIPLE	R1,000,000
B DIVISION MATCHES	SINGLE	R10,000
B DIVISION MATCHES	MULTIPLE	R1,000,000
C DIVISION MATCHES	SINGLE	R10,000

C DIVISION MATCHES	MULTIPLE	R1,000,000
A DIVISION MATCHES	B DIVISION MATCHES	C DIVISION MATCHES
GERMAN BUNDESLIGA	GERMAN 2 BUNDESLIGA	GERMAN AMATEUR AND OBERLIGA
DUTCH EREDIVISIE	DUTCH EERSTE DIVISIE	Club friendlies
ENGLISH (UK) PREMIERSHIP	ENGLISH CONFERENCE NATIONAL	International friendlies
ENGLISH (UK) CHAMPIONSHIP	ENGLISH CONFERENCE NORTH/SOUTH	AUSTRALIA (ALL LEAGUES)
ENGLISH (UK) LEAGUE 1		ENGLISH NON LEAGUE PREMIER (ISTMIAN,SOUTHERN,NORTHERN)
ENGLISH (UK) LEAGUE 2	All Soccer Leagues and Cups not included in "A" DIVISION OR "C" DIVISION	IRAN
ENGLISH (UK) CUPS		IRAQ
EUROPEAN CHAMPIONS LEAGUE		THAILAND
EUROPEAN EUROPA LEAGUE		MACEDONIA
ITALY SERIE A	ITALY SERIE B	UZBEKISTAN
SPAIN PRIMERA DIVISION	SPAIN SEGUNDA DIVISION	MACEDONIA
FRANCE LE CHAMPIONNAT/LIGUE 1	FRANCE LIGUE 2	INDONESIA
PORTUGUESE PREMEIRA LIGA	PORTUGUESE LIGA DE HONRA	ICELAND
SCOTTISH PREMIER LEAGUE	SCOTTISH DIVISION 1,2,3	
SOUTH AFRICAN PSL	SA NFD	
TURKEY SUPER LIG	TURKEY 1 LIG	

**(Cash Outlet limits: Stake R5-9 Maximum Payout is R100, 000; Stake R10+ Maximum Payout is R1Million)**

#### 4.10 **TENNIS**

TYPES	TYPE OF BET	MAXIMUM PAYOUT (WIN) LIMIT
TOURNAMENTS (OUT RIGHT)	SINGLE	<b>R10,000</b>
TOURNAMENTS (OUT RIGHT)	ALL MULTIPLES	<b>R100,000</b>
TOURNAMENTS (INDIVIDUAL MATCHES)	SINGLE	<b>R10,000</b>
TOURNAMENTS (INDIVIDUAL MATCHES)	ALL MULTIPLES	<b>R100,000</b>

#### 4.11 **LOTTO (CRAZY NUMBERS)**

CATEGORY	TYPE OF BET	MAXIMUM PAYOUT (WIN) LIMIT
Crazy Lotto Numbers	One Number	<b>R1,000,000</b>
	Two Numbers	<b>R1,000,000</b>
	Three Numbers	<b>R1,000,000</b>
	Four Numbers	<b>R1,000,000</b>
	Bonus ball HI(26-49) / LO(1-24)	<b>R1,000,000</b>
	Bonus Ball Single Digit	<b>R1,000,000</b>
	Predict the Bonus Ball	<b>R1,000,000</b>

Crazy POWA Numbers	Single Bets	<b>R1,000,000</b>
	Two Numbers	<b>R1,000,000</b>
	Three Numbers	<b>R1,000,000</b>
	Predict the Powerball	<b>R1,000,000</b>
	One number + Powerball	
	Two numbers + Powerball	<b>R1,000,000</b>
Crazy Multi Numbers	Three numbers + Powerball	
	Pick One Number (Lotto = first 6)	<b>R1,000,000</b>
	Pick Bonus Ball (Lotto)	<b>R1,000,000</b>
	Pick One Number (Powerball = first 5)	<b>R1,000,000</b>
	Pick Powerball	<b>R1,000,000</b>

**(Cash Outlet limits: Stake R5-9 Maximum Pay-out is R100,000;  
Stake R10+ Maximum Pay-out is R1Million)**

**4.12 ALL OTHER SPORTING / NON SPORTING EVENTS NOT LISTED IN 4.1 TO 4.11 HEREINABOVE**

<b>TYPES</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
ALL	SINGLE	R10,000
ALL	ALL MULTIPLES	R50,000

**5. WIN LIMIT IMPOSITIONS IN REGARD TO BETTING TRANSACTIONS IN REGARD TO SPORTING EVENTS THAT CONSTITUTE "IN RUNNING" BETTING TRANSACTIONS**

**5.1. HORSE RACING**

<b>COUNTRY</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
SOUTH AFRICA	WIN	N/A
SOUTH AFRICA	PLACE	N/A
UNITED KINGDOM AND IRELAND	WIN	N/A
UNITED KINGDOM AND IRELAND	PLACE	N/A
OTHER COUNTRIES	WIN	N/A
OTHER COUNTRIES	PLACE	N/A

**5.2 ATHLETICS, FIELD EVENTS, SWIMMING AND WINTER SPORTS**

<b>TYPES</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
OLYMPICS	SINGLE	<b>R10,000</b>
OLYMPICS	ALL MULTIPLES	<b>R100,000</b>

ALL OTHERS	SINGLE	<b>R10,000</b>
ALL OTHERS	ALL MULTIPLES	<b>R100,000</b>

### 5.3 **BASEBALL AND BASKETBALL**

<b>TYPES</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
ALL	SINGLE	<b>R10,000</b>
ALL	ALL MULTIPLES	<b>R100,000</b>

### 5.4 **CRICKET**

<b>TYPES</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
TEST MATCHES	SINGLE	<b>R10,000</b>
TEST MATCHES	MULTIPLE	<b>R100,000</b>
ODIS	SINGLE	<b>R10,000</b>
ODIS	MULTIPLE	<b>R100,000</b>
T 20S	SINGLE	<b>R10,000</b>
T 20S	MULTIPLE	<b>R100,000</b>
OTHER	SINGLE	<b>R10,000</b>
OTHER	MULTIPLE	<b>R30,000</b>

### 5.5 **GOLF**

<b>EVENTS</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
MAJORS AND US TOUR	SINGLE	<b>R10,000</b>
MAJORS AND US TOUR	ALL MULTIPLES	<b>R100,000</b>
EUROPEAN TOUR	SINGLE	<b>R10,000</b>
EUROPEAN TOUR	ALL MULTIPLES	<b>R100,000</b>
ALL OTHER GOLFING EVENTS	SINGLE	<b>R10,000</b>
ALL OTHER GOLFING EVENTS	ALL MULTIPLES	<b>R30,000</b>

### 5.6 **FOOTBALL - AMERICAN (NFL) AND CANADIAN (CFL)**

<b>EVENTS</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
ALL	SINGLE	<b>R10,000</b>
ALL	ALL MULTIPLES	<b>R100,000</b>

### 5.7 **FOOTBALL (AUSTRALIA – AUSSIE RULES)**

<b>EVENTS</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
ALL	SINGLE	<b>R10,000</b>
ALL	ALL MULTIPLES	<b>R100,000</b>

## 5.8 **RUGBY**

<b>TYPES</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
RUGBY UNION	SINGLE	<b>R10,000</b>
RUGBY UNION	ALL MULTIPLES	<b>R100,000</b>
RUGBY LEAGUE	SINGLE	<b>R10,000</b>
RUGBY LEAGUE	ALL MULTIPLES	<b>R100,000</b>
SIX NATIONS	SINGLE	<b>R10,000</b>
SIX NATIONS	ALL MULTIPLES	<b>R100,000</b>
SUPER 15	SINGLE	<b>R10,000</b>
SUPER 15	ALL MULTIPLES	<b>R100,000</b>

## 5.9 **SOCCER**

<b>DIVISION MATCHES</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
A DIVISION MATCHES	SINGLE	R10,000
A DIVISION MATCHES	MULTIPLE	R100,000
B DIVISION MATCHES	SINGLE	R10,000
B DIVISION MATCHES	MULTIPLE	R100,000
C DIVISION MATCHES	SINGLE	R10,000
C DIVISION MATCHES	MULTIPLE	R100,000
A DIVISION MATCHES	B DIVISION MATCHES	C DIVISION MATCHES
GERMAN BUNDESLIGA	GERMAN 2 BUNDESLIGA	GERMAN AMATEUR AND OBERLIGA
DUTCH EREDIVISIE	DUTCH EERSTE DIVISIE	International friendlies
ENGLISH (UK) PREMIERSHIP	ENGLISH CONFERENCE NATIONAL	AUSTRALIA (ALL LEAGUES)
ENGLISH (UK) CHAMPIONSHIP	ENGLISH CONFERENCE NORTH/SOUTH	ENGLISH NON LEAGUE PREMIER (NORTHERN, SOUTHERN, ISTHMIAN)
ENGLISH (UK) LEAGUE 1		IRAN
ENGLISH (UK) LEAGUE 2	All Soccer Leagues and Cups not included in "A" Division and "C" Division	IRAQ
ENGLISH (UK) CUPS		THAILAND
EUROPEAN CHAMPIONS LEAGUE		MACEDONIA
EUROPEAN EUROPA LEAGUE		UZBEKISTAN
ITALY SERIE A	ITALY SERIE B	CLUB FRIENDLIES
SPAIN PRIMERA DIVISION	SPAIN SEGUNDA DIVISION	INDONESIA
FRANCE LE CHAMPIONNAT/LIGUE 1	FRANCE LIGUE 2	ICELAND
PORTUGUESE PREMEIRA LIGA	PORTUGUESE LIGA DE HONRA	
SCOTTISH PREMIER LEAGUE	SCOTTISH DIVISION 1,2,3	
SOUTH AFRICAN PSL	SA NFD	
TURKEY SUPER LIG	TURKEY 1 LIG	

5.10 **TENNIS**

<b>TYPES</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
TOURNAMENTS (OUT RIGHT)	SINGLE	<b>R10,000</b>
TOURNAMENTS (OUT RIGHT)	ALL MULTIPLES	<b>R50,000</b>
TOURNAMENTS (INDIVIDUAL MATCHES)	SINGLE	<b>R10,000</b>
TOURNAMENTS (INDIVIDUAL MATCHES)	ALL MULTIPLES	<b>R50,000</b>

5.11 **ALL OTHER SPORTING / NON SPORTING EVENTS NOT LISTED IN 5.1 TO 5.10 HEREINABOVE**

<b>TYPES</b>	<b>TYPE OF BET</b>	<b>MAXIMUM PAYOUT (WIN) LIMIT</b>
ALL	SINGLE	<b>R 10,000</b>
ALL	ALL MULTIPLES	<b>R 50,000</b>