

# Terms and Conditions

These are the Terms and Conditions for all bets offered by Gateway Sports Bet (PVT) LTD t/a Bet247, which shall hereafter be referred to as "Bet247".

## 1. General

The purpose of these Terms and Conditions is to record and explain the Terms and Conditions under which all bets are offered and accepted by BET247. These Terms and Conditions apply to all transactions between you and BET247. BET247 shall not be bound by any express or implied term, representation, warranty, promise, or the like not recorded herein.

Any bet offered and accepted by BET247 is accordingly subject to these Terms and Conditions. It is your responsibility to ensure that you are fully acquainted and familiar with them, as well as the relevant national legislation.

These Terms and Conditions may be changed from time to time by BET247 and it is your responsibility to ensure that you are acquainted and familiar with any such changes.

No failure on the part of BET247 to exercise, and no delay by BET247 in exercising, any right under and in terms of these Terms and Conditions will operate as a waiver of that right, nor will any single or partial exercise of any right under these Terms and Conditions preclude any further or other exercises of that right nor act to the exclusion of any other right.

Should BET247 fail or decline to enforce the whole or part of these Terms and Conditions or grant any indulgence to you, then that act or omission shall not be interpreted as a waiver of rights, nor shall it act as an estoppel against or otherwise prejudice BET247.

The customer accepts that it is his/her responsibility to be aware of the General Terms and Conditions relating to betting as contained in the relevant Act, as well as to be aware of BET247 unique policies regarding Horse Racing and Sports Betting. Copies of these documents are available for perusal from all BET247 branches.

All bets taken have to be accompanied by a cash payment, and we do not accept credits or cheques for any transactions.

### 1. Right of Admission

Right of Admission to BET247 betting premises is reserved. No persons under 18 years of age are permitted to bet, nor are they allowed inside the betting facility.

Customers enter BET247 betting premises at their own risk and BET247 will not be liable for any loss or damage caused to the customer or his property.

1. No persons shall be allowed to sell, supply, or consume any alcoholic liquor in the betting premises.

**2. Settlement of Winning Bets**

All betting wins will be paid within 5 days.

**3. Minimum Age to Place a Bet with BET247**

The minimum age to place a bet or open an account with BET247 is 18 years. The Betting Control Act prescribes that the placing of bets by persons under the age of 18 is an illegal transaction that is void in law.

**4. Account Closure**

BET247 aims to maintain a friendly business relationship with all our customers. BET247 does however reserve the right to refuse to accept a bet from you and to suspend or close any account if you refuse or fail to comply with these Terms and Conditions or The Betting Control Act, in which event BET247 will refund you any credit in your account at the time.

**5. Fraudulent Activity**

If BET247 suspects fraudulent activity about any bet or account, BET247 reserves the right to suspend the account and the processing of any transactions on that account until BET247 is satisfied that the transactions concerned are lawful. BET247 will report any fraudulent activities to the relevant authority. Persons attempting fraud will be prosecuted and any bets fraudulently placed with BET247 will be void.

Bets are accepted and payment of winnings can only be made into a Zimbabwean bank account in the name of the customer or paid in cash to the account holder at the head office.

To further limit the possibilities of money laundering or abuse of our deposit and withdrawal system, a 10% handling fee will be charged on funds that are withdrawn from an account that has not been used for betting. Funds that have rolled over on the account already and been used for betting will not be charged any amount.

**6. Governing Law/Jurisdiction/Foreign Exchange Regulations**

BET247 is governed by the laws of the Republic of Zimbabwe and all bets are offered and accepted by BET247 in the Republic of Zimbabwe in terms thereof.

All transactions and pay-outs are in Zimbabwean Bond Notes, RTGS and USD.

Betting with BET247 and access to BET247 Platforms may not be legal for some persons in certain countries. BET247 does not intend that its betting platforms should be used for betting or any other purpose in countries or jurisdictions where such activities are illegal. BET247 betting platforms do not constitute an offer, solicitation, or invitation to any person for any service or transaction where such activities are prohibited by law. It is your responsibility to understand and determine the law that applies to the jurisdiction in which you are present and BET247 does not accept any responsibility under any law in any jurisdiction other than that of Zimbabwe.

## **7. Confidentiality and Security**

BET247 will treat your bets and winnings as confidential and will not disclose any information in connection with your transactions to a third party unless and to the extent that it is obliged by law to do so.

If you open an account with BET247 your user name, account number and password must be kept confidential and secret by you. All transactions where your user name and password have correctly been entered will be deemed to have been placed and accepted by you and shall be for your account. It is your responsibility to advise BET247 of any changes in address or contact details.

BET247 and its directors, employees, agents, and shareholders accept no responsibility or liability for any damages or loss that may result or be alleged to have resulted, from BET247 betting platforms or its contents, including interruptions in transmission or operation, loss of or corruption of data, failure of lines or any other communication medium, any individual misuse of the site or its content or any error or omission in the content.

## **8. Use of Betting Platforms and Betting Platforms Material**

You agree to access and use the BET247 Platforms only for lawful reasons. You are responsible for knowing and complying with any laws, statutes, rules, and regulations about your use of these betting platforms. You are prohibited from using these betting platforms in any way that:

is threatening, violent, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, tortuous, indecent, vulgar, profane, obscene, or that BET247 seems in its sole discretion to be inappropriate for these BET247 Platforms;

violates any law, regulation, or court order;

accesses collects, or stores personal information about others;

violates or infringes upon the rights of anyone else, including, for example, another person's right to privacy;

impersonates any person, business, entity, or IP address (e.g., IP spoofing);

involves uploading, posting, emailing, transmitting, or otherwise making available any materials that you do not have a right to make available under any law;

is commercial, including, for example, advertising, promotional or marketing materials, or spam, phishing, or other unsolicited messages;

gains or tries to gain unauthorized access to these BET247 Platforms, its computers, and networks, or its user data, or that otherwise modifies or interferes with the use or operation of these BET247 Platforms;

alters, damages, or deletes any content posted on these BET247 Platforms;

contains or introduces computer viruses or other disruptive, damaging, or harmful files or programs;

or otherwise violates these General Terms and Conditions or any other guidelines or policies posted on these BET247 Platforms.

## **9. Third-Party Links**

BET247 is not responsible for the content of linked third-party platforms or the service offered therein, does not make any representations regarding the content or accuracy of materials on such third-party platforms, and will accept no liability for any direct or indirect damages arising out of your access and use of the information provided therein.

## **2. Actions We May Take**

### **1. Terminate Use**

BET247 reserves the right to terminate, suspend or cancel any bets or betting Accounts, suspected fraud of any type, any attempt to lay Account Betting bets by persons under the age of 18 years old, and for violations of any applicable rules, regulations, or state laws.

### **2. Inquiries**

By registering for and using the Betting Account, you acknowledge and agree that we may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity.

### **3. Payment Limitations**

To prevent financial loss to you or to us, such as if we suspect a data breach or that an unauthorized person may have accessed your Betting Account, we may place a delay on a payment for some time, or limit payment methods for a transaction, or limit your

ability to make a purchase, or deactivate your account. BET247 reserves the right to scrutinize and verify all winnings before payment.

#### **4. Sharing of Information**

We may contact your financial service provider, law enforcement, or affected third parties (including other users) and share details of any payments or transactions associated with your Betting Account if we believe doing so may prevent financial loss or a violation of the law.

#### **5. Withdrawal Fee**

To further limit the possibilities of money laundering or abuse of our deposit and withdrawal system, a 10% handling fee will be charged on funds that are withdrawn from an account that has not been used for betting. Funds that have rolled over on the account already and been used for betting will not be charged any amount.

### **3. General Betting Terms and Conditions**

#### **1. Right to Refuse/Limit Bets**

BET247 is not obliged to accept any bet or type of bet. Accordingly, BET247 reserves the right to refuse the whole or part of any bet without offering any explanation.

#### **2. Correction of Errors**

BET247 reserves the right to correct any errors in odds offered by BET247 at any time by substituting the corrected odds as determined by BET247, in its sole discretion in respect of the event concerned, for the original BET247 price, regardless of whether or not the bet has been struck, in which event you will be deemed to have been offered and where applicable, accepted and accordingly the bet to have been struck at the corrected odds.

BET247 reserves the right to correct results where they have been previously incorrectly processed and paid. BET247 accounts which have been incorrectly credited with incorrect winnings, as a result, will be adjusted to reflect the corrected position or where customers are incorrectly paid in cash with incorrect winnings, then the incorrect winnings will be deducted from customers' BET247 account, and account holders hereby authorize BET247 to do so and also waive all and any claim which they may have against BET247 for payment of any amount incorrectly credited to their accounts or incorrectly paid to them in cash.

Please check your tickets before the start of an event. Cancellations and amendments cannot be made once an event has started so refunds cannot be given. Please note that

once an event has started, that event is locked and regulations and cannot thereafter be activated. It is your responsibility to check that your ticket is correct immediately after processing. No bet may be accepted in respect of an event once that event has officially started. All bets placed on an event after the official start thereof shall be void.

### **3. Acceptance of Bets**

1. For a bet to be accepted by BET247, it must be a valid bet. A valid bet is
  1. one which has been offered by BET247;
  2. in respect of which BET247 has issued a transaction code or ticket;
  3. taken by a person of 18 years or older;
  4. not fraudulent;
  5. is not a credit bet;
  6. has been placed with BET247 using any one of the prescribed methods used by BET247 from time to time to offer bets to punters;
  7. is not a void bet as may be determined elsewhere in the T&C's. BET247 shall not be obliged to accept a bet or pay-out monies in respect of a bet that is not valid. If you have any doubts as to whether a bet has been accepted and is accordingly valid you should check with a member of BET247's staff.

### **4. Account Betting**

You must sign-up for a Betting account to lay account bets. The amount of account bets per day you are permitted to purchase is subject to limitations established by BET247. At any time, you may maintain only one (1) Betting Account. It is your responsibility to ensure that the details of all bets are correct when called to and confirmed by the operator. Once a bet is confirmed by an operator and agreed to by the client, it will be deemed as being the correct offer being made by the client. It is your responsibility to ensure that the details of all bets are correct. If you dispute the nature, type, and odds in respect of any bet BET247's transaction log database will be final and binding in determining the outcome of that dispute. Customers can only bet up to the amount held within their account. No credit bets will be accepted by BET247.

BET247 reserves the right to terminate, suspend or cancel any Betting Account for suspected fraud of any type, any attempt to lay bets by persons under the age of 18 years old, and for violations of any applicable rules, regulations, country laws; pending an investigation by the relative authorities and personal verification by BET247 or its appointed agents. In the event, a purchase is determined to have been placed by an individual under the age of 18, by someone other than the registered owner of the Betting Account, or through any fraudulent or unlawful means, the prize will be forfeited to BET247, and the Betting Account may be cancelled. You are solely responsible for the security and confidentiality of your account. In particular, you agree to keep your username, password, and/or PIN strictly confidential and you are responsible for any misuse of your password and/or PIN. Provided that we have been correctly supplied with the account information requested, we are entitled to assume that offers and payments are made by you. You should change your password regularly and never disclose it to any third party. You undertake to protect your username and password in the

same way that you would in respect of your bank cards and any failure to do so be at your sole risk and expense. If another person accesses your account, you are solely responsible for all their actions whether or not their access was authorized by you and you hereby indemnify us and hold us harmless against all costs, claims, expenses, and damages howsoever arising in connection with the use of or access to your account by any third party.

All bets on contingencies that have already arisen, or where you could have an indication of the outcome at the time of placing the bet, or where BET247 has continued to accept bets on an event that should have been suspended for any reason, shall be void. Any bet placed after the start of an event and not identified as "IN RUNNING" or "IN PLAY" shall also be void. If you dispute the time at which a bet was placed, the time recorded in the BET247 transaction log in respect of that bet will be binding and BET247's determination thereof will be final and binding on you. A bet placed with BET247 by SMS, fax or any other medium not prescribed and identified within these terms and conditions will not be accepted by BET247 and will be void ab initio.

## **1. Settlements and Payments**

Bets are settled according to the odds/price displayed at the time the bet is accepted by BET247. Bets may be subjected to the relevant run/deduction applicable to that particular bet. Settlement or payments in respect of the Betting Account will be made to the account holder only and not to any third party in any circumstance. The customer's right to settlement or payment is not transferable or negotiable.

Should funds be credited to your account in error, it is your responsibility to immediately notify BET247 of the deposit. Any winnings paid to you as a result of the error and before the notification of BET247, whether linked to the error or not, shall be deemed to be invalid and will be repayable by you to BET247 and you are deemed to agree and accordingly hereby authorize BET247 to deduct from your account the sum of the winnings incorrectly paid into your account.

## **2. Account Verification**

BET247 reserves the right to verify the identity of all account holders at any time and particularly on withdrawal of funds. BET247, in its sole discretion, may require a client withdrawing funds to affirm, by way of signed and notarized affidavit, that the bets recorded as taken on his/her name are, in fact, his/her bets and not bets for any third party.

Should funds be credited to your account in error, it is your responsibility to immediately notify BET247 of the deposit. Any winnings paid to you as a result of the error and before the notification of BET247, whether linked to the error or not, shall be deemed to be invalid and will be repayable by you to BET247 and you are deemed to agree and accordingly hereby authorize BET247 to deduct from your account the sum of the winnings incorrectly paid into your account.

### **3. Pay-out Limitations**

To prevent financial loss to you or to us, such as if we suspect a data breach or that an unauthorized person may have accessed your Betting Account, we may place a delay on a payment for some time, or limit payment methods for a transaction, or limit your ability to make a purchase, or deactivate your account. BET247 reserves the right to scrutinize and verify all winnings before payment.

### **4. Communications**

By registering for a Betting Account, you agree that we may communicate with you electronically to deliver any important information regarding your purchases or your account. We may also provide notices to you by posting them on our betting platforms, or by sending them to an email address or street address that you previously provided to us. BET247 Platforms and email notices shall be considered received by you within 24 hours of the time posted or sent; notices by postal mail shall be considered received within five (5) business days of the time sent.

### **5. Taxation**

All winning bets may be subject to betting tax by the law in which event it will be deducted from your winnings and the balance paid to you.

### **6. Void Bets and Right of Set-off**

BET247 reserves the right in its sole discretion to deem any bet that does not comply with these terms and conditions as void. In the event of a void bet, the bet will be declared void ab initio, and: BET247 will return all bets placed; all winnings paid under a void bet will be forfeited and refundable to BET247 on demand by BET247.

### **7. In-Running Betting**

“Betting In-Running” or “Live In-Running betting” refers to all bets that take place while an event is in progress, i.e. betting that occurs after the official start but before the official end of the event. The odds in respect thereof shall be continuously updated during the event to reflect the current status of the game. In-running betting is only available on certain sports. For all bets placed in-running, the rules before the start will apply except where otherwise offered by a difference in selections, prices or markets offered.

BET247 reserves the right to suspend (and re-open) in-running betting during the event concerned. No such bets will be accepted when the betting is suspended. In-running betting odds may be subject to a time delay (which may appear as a browser delay) before acceptance. If a price of a bet changes after it is requested but before the bet is accepted,



the bet will be re-offered at the new price. A further time delay will apply if a new price is subsequently requested. If the bet is suspended after the price is requested, but before acceptance of the bet, the transaction will be declined if you attempt to accept the bet.

Where a blatant or palpable error is made in transmission on any event on which there is live betting, bets will be settled at the correct price at the time at which the bets were placed. Where we have reason to believe that a bet was placed after the outcome of an event is known, we reserve the right to void the bet. Where any in-running bet has not been completed all bets on that event shall be void except bets where the contingency has already been determined. BET247 reserves the right to amend the odds on any bet if that bet was placed during the period when betting should have been suspended for any reason.

The betting is monitored remotely and has absolutely nothing to do with the counter clerk nor manager or supervisor on duty. Because of the nature of IN RUNNING betting, called bets cannot be entertained and a bet is only valid should a client have a ticket. Bets may not be cancelled. BET247 will, from time to time during a match, suspend an event and no prices can be guaranteed unless the customer has a ticket. Typically, but not restricted to, the betting will be suspended for free kicks, penalties, red cards, or a passage of play that could result in a drastic change of betting. The result of a soccer match will be posted on 90 minutes of play unless otherwise stated. There will be three available outcomes, home win, away win, and the draw.

## **8. Suspension of Markets**

BET247 reserves the right to suspend a market at any time. When a market has suspended any bets placed during that suspension will be rejected and any bet accepted will be void.

## **9. Multiple Bets**

If in a multiple bet, any selection becomes void, the entire bet in itself does not become void. The balance of the bet stands and the odds will be recalculated. Even if one bet of a multiple bet remains, the bet will stand as a single bet. All soccer bets will be settled on the score at full time (90mins), including normal injury time, but the extra time and penalty shootouts do not count. Where a bet is struck 'to lift the cup' or 'to progress' there shall be no betting on the draw as extra time or penalties may be required to decide the outcome.

## **10. Pay-outs**

Winnings must be collected within 60 days of the conclusion of the winning bet.

## **11. Related Bets**

No related bets, (where the outcome of one part of the bet contributes or determines another part of the bet), will be accepted. If a related bet is accepted, the stake of the single bet will be divided and applied, and paid equally over the respective events in the bet. BET247, in its

sole discretion, shall determine if a bet is a related bet, and BET247's decision in that regard shall be final and binding. Example: Manchester United to win in 90 minutes (price even money 1/1) AND Manchester United to win with an exact score of 2-0 (price 7/1) will erroneously return multiple prices of 15/1. A bet of 150/10 will be corrected to two bets, namely \$5 on Manchester United to win in 90 minutes (price 1/1 bet would be 5/5) and a bet of \$5 for Manchester United to win with an exact score of 2-0 (35/5).

## 12. **Time and Venue of Race**

No bet may be accepted in respect of a horse race once that race has officially started. All bets placed on a race after the actual start will be void.

## 13. **Sports Betting**

Any multiple bet that includes a sporting event will be limited to thirty events with a limit of \$100,000.

### 1. **Soccer**

If a scheduled match does not kick-off and a team is declared a winner by a walkover, by the governing association, then such a decision shall not be considered a result for betting purposes, and all bets on the match shall be void. All bets will be accepted until kick-off time. Any bet placed after kick-off time shall be void. That part of a multiple bet on a soccer event placed after kick-off time shall be void but all remaining selections which do not include the match in that multiple bets will stand. Bets placed on postponed matches will stand provided the match is played within 24 hours of the originally scheduled kick-off time and the venue remain the same, failing which those bets shall be void.

### 2. **Rugby**

All bets are for 80 minutes of play which includes time up until the referee blows the final whistle. 3-way betting includes a draw and 3 prices will be quoted. 2-way betting includes a half-point on the handicap and no draw is quoted.

Should several bets containing the same selections be placed by one or more customers and 10. BET247 reserves the right to adjust the prices offered for a fixed-odds place be.

Bet247 reserves the right to close any account, whether it be a result of more than one account opened by you , or malicious use and bet placement on your behalf. Bt247 also reserves the right to refuse any pending bet it finds malicious.