



TERMS AND CONDITIONS OF ALL BUSINESS AND INTERACTIONS WITH GMB GAMING (PTY) LTD

VERSION: 1.0

Date: 1 October 2017 // 00h00 South Africa Standard Time

- GG Gaming is the trading name of **GMB Gaming (Pty) Ltd** (Company Registration No: 2015/249909/07) with its licensed office at 19 Clifton Road, Clifton, Cape Town, Western Cape Province, South Africa.
- GG Gaming is licensed and regulated as a **Bookmaker** by the **Western Cape Gambling and Racing Board** under License Number: **10185541-001** issued upon 29 August 2017. GG Gaming will operate at all in accordance with the prevailing legislation and Rules to which it is subject in terms of such licence.
- GG Gaming is an accountable institution and operates in compliance with the requirements of the **Financial Intelligence Centre Act, 2001** ("FICA") which sets out, amongst other things, requirements in relation to customer registration and identification and anti-money laundering reporting requirements.
- Where FICA, or its associated regulations and instruments, specify such procedures and/or limits then GG Gaming will be operated in accordance with such procedures and/or limits.
- Where FICA does not specify such aforementioned procedures and/or limits then GG Gaming shall implement its own procedures and/or limits (subject always to any applicable legislation and/or regulations) in accordance with good corporate governance and the promotion of socially responsible gambling.
- GG Gaming reserves the right to suspend any account that has not met FICA requirements. In this regard, you are obliged to cooperate with GG Gaming in ongoing and periodic identity, address and payment verification processes.



- GG Gaming furthermore reserves the right to submit all personal information provided by you to a registered third party credit agency of GG Gaming's choosing, provided that such agency operates under all applicable laws surrounding its services.
- **IN TERMS OF CURRENT POLICY AND INTERPRETATION OF FICA, GG GAMING WILL NOT ALLOW YOU TO DEPOSIT FUNDS INTO YOUR ACCOUNT WITH US AND PLACE A BET UNTIL YOUR IDENTITY AND RESIDENTIAL ADDRESS PROVIDED HAVE BEEN VERIFIED IN TERMS OF FICA.**
- **Please note that all correspondence and telephone calls with GG Gaming are recorded.**

1. TERMS AND CONDITIONS

1.1 These terms and conditions govern the legal relationship between you and us (also referred to as "GG Gaming/we/our/us/the Company") and govern your **use of all of our services** and interactions in the betting arena, whether registering with us, depositing with us, placing or staking bets, losing bets, being paid out on winning bets and whether such interaction takes place online, on the telephone, in person or otherwise (the "Service."). By opening an account with us and/or using the Services, you agree to be bound by these terms and conditions and/or any other general rules or policies specifically mentioned and/or linked to these terms and conditions (collectively, the "Terms"):

1.2 We reserve the right to update these Terms, from time to time, for any reason whatsoever. Any changes to the terms will be made by posting them on our site with a **new version number in the header** and it is solely your responsibility to check our site from time to time to review any updated Terms. The updated Terms will be applicable to all our dealings from the date and time that they are posted to our site and in the event of any dispute, our server records shall be the sole determinant of such date and time. It is your responsibility to retain copies of transaction records and service policies and rules.



- 1.3 These Terms and any subsequent versions published as described in 1.2 above, represent the **complete, final and exclusive agreement between you and us**, and supersede and merge all prior agreements, representations and understandings between you and us with regards to use of our Services.

2 YOUR SUITABILITY TO USE OUR SERVICES

- 2.1 You must be of **legal age of majority** (in South Africa this is 18 years old) where you permanently live and the use of the Services must be allowed by law in such country that you make use of them from.
- 2.2 All bets are **void** where it is subsequently discovered that they are **prohibited** by the laws of the country that you live in, or make use of the Services from.
- 2.3 You accept that the use of our Services are at your sole option, discretion and risk. Furthermore, you agree that use of our Services are for your own personal entertainment and non-professional use (you specifically agree that we are entitled to monitor your use of our Services to detect any betting patterns indicative of professional, non-recreational use) and, in doing so, are acting on your own behalf and acknowledge that any activities in violation of these Terms are strictly prohibited.
- 2.4 By making use of the Services, you are fully aware that you are gambling or “taking a chance” on the outcome of an event that cannot be 100% accurately determined in advance, no matter how much of a “sure thing” it appears to be. There is a **real risk of losing money when gambling and you are fully responsible for the decision to gamble and any gains or losses as a result are solely for your consumption.** In relation to any losses, you shall have no claims whatsoever against us or anyone else.
- 2.5 By registering with us to make use of the Services or opening an account with us, you agree and warrant that you will comply with all laws and regulations in relation to your use of our Services that are applicable to you.



2.6 We will not be responsible for any illegal or unauthorised use of our Services. By accepting these Terms, you agree to assist us with your compliance to applicable laws and regulations. In this regard you agree that:

2.6.1 it is your sole responsibility to ensure that you are **fully compliant with all laws relating to gambling in the country from which you are making use of our Services;**

2.6.2 we shall in **no way accept liability** in situations where your use of the Services is in breach of any state, national or international laws;

2.6.3 we have the **right to close any customer account without prior notice to you** if we suspect that you are in violation of any laws or regulations applicable to you or **for any reason whatsoever.**

2.6.4 You are expected to abide by these Terms at all times and you accept that any breach of these Terms by you can lead to penalties including but not limited to account closure or suspension, cancelled bets and loss of winnings.

3 YOUR ACCOUNT

3.1 Opening a New Account:



3.1.1 To make use of the Services, you must **first register with us for an account**. During the account registration process, you will be required to enter your **personal details** including your personal mobile phone telephone number, email address, full name and address, date of birth and official identity number and/or any other personal, identifying information or details that we may require from time to time in order to identify you in accordance with prevailing laws and regulations applicable to the Services. If your registration information is inaccurate, false or incomplete, you will be required to update such information upon request and to the extent that you have already opened an account, the same **may be suspended** until we have received and/or verified such details.

3.1.2 We will keep all information provided by you to us **confidential**, however, you acknowledge that we may be required by prevailing laws and regulations to **disclose** any such information to the relevant authorities in accordance with such laws.

3.2 One account only:

3.2.1 You may only register and operate a **single betting account** with us and such account may only be linked with a **single bank account** and/or payment instrument. Such bank account may not be used by any other party and may only be linked to one betting account with us. If we detect a violation of such term, we will immediately suspend all non-compliant accounts.

3.2.2 You may **not** use the Services by means of **another** person's account.

3.2.3 Should you attempt to open more than one account, under your own name or under any other name, or attempt to access the Services by means of another person's account, we reserve the right to **immediately close** all your accounts and bar you from future use of the Services.

3.3 Passwords:



3.3.1 During the account registration process with us, you will be issued with an user name and password. You must keep this information **secret**. Any actions carried out through your account will be taken to be **yours**, if your username and password have been entered correctly.

3.3.2 We will **not be liable** for any claims that may result from **sharing** (which is prohibited) or loss of your username or password to a third party. Customers are solely responsible for their account transactions and should keep their account information strictly confidential.

3.4 Up-to-date

3.4.1 You are required to keep your account details up to date at all times. If you change your address, e-mail, phone number or any other contact or personal information, it must be **updated** with us.

3.4.2 Your account will be considered **dormant** if it has not had any activity for **6 months**. Account activity is defined as the following: making of a deposit or withdrawal; placement of a bet. We reserve the right to close dormant accounts.

3.5 Closure, Self-Exclusion & refusal to register

3.5.1 You may, at any time, request temporary or permanent closure of your account and/or exclusion from the Services.

3.5.2 We may refuse to register you as a customer or elect to de-register, exclude or suspend you as a customer from the Services at any time, for any reason whatsoever.

3.5.3 Your self-exclusion options if you feel that you have a gambling problem and upon informing us of the same are (in line with National Responsible Gambling Policy):

3.5.3.1 Brief break / Cooling-Off : the account is suspended for at least: **24 hours**;



- 3.5.3.2 Temporary Suspension: the account is suspended for at least: **1 month**;
- 3.5.3.3 Self-Exclusion: the account is suspended for at least: **3 months**
- 3.5.3.4 Permanent Self-Exclusion: **the account is permanently closed and you will not be allowed to re-open it**
- 3.5.4 You acknowledge that we have no obligation whatsoever to provide you with prior notice of our decision to refuse, de-register, exclude or suspend you as a customer, nor are we required to furnish you with any reasons for such decisions.

4 **BETTING**

- 4.1 You agree to pay us for all bets that are placed through the Services using your account and that upon placement of such bet you have incurred a **legally enforceable debt** to us.
- 4.2 We reserve the right to **refuse or limit any bets** whether limitations apply per sport, event or betting types or markets, in our sole discretion for any reason whatsoever. In this regard, we will publish **Betting Rules** from time to time and it is your sole responsibility to refer to such rules prior to placing any bet with us.
- 4.3 In circumstances where a bet is deemed to be or is declared void by us solely in our discretion any stake deducted from your account with respect to that bet shall be credited to your account.
- 4.4 All bets shall **only be valid once accepted by our wagering record keeping software system and once a valid bet slip is generated by such system** and subject to these Terms. Until acceptance, no communications from you shall be binding on us and all information displayed on this site constitutes an invitation to place a bet only.



- 4.5 Should we elect to waive any rule in the interest of fair play to you or for any reason whatsoever in our sole determination, it shall only be for that instance and shall not set a precedent for the future.
- 4.6 The honouring of any limits that we set on betting or pay-outs remains at all times subject to the exercise of our sole discretion as to whether to accept such bets prior to the same being staked. However, any bet struck will of course be honoured. If there is any change to limits (subject to WCGRB approval), you will be notified.
- 4.7 Without limiting our discretion to refuse or limit bets in our sole discretion, you agree that we may void any bets if:
- 4.7.1 We suspect you have engaged in any illegal activity or any prohibited activity.
 - 4.7.2 You have breached any of these Terms.
 - 4.7.3 We have reason to believe that your bet, or the event upon which you have bet, may be subject to manipulation, collusion, match fixing, or other unethical activity;
or
 - 4.7.4 where we are required to do so by law or regulation.

5 GENERAL PAYMENT & WITHDRAWAL RELATED TERMS

- 5.1 If you use a credit/debit card and/or a bank account for your transactions, the account holder's / cardholder's name **must be the same** as the name you used when registering your account. Should the name you registered on your account and the name that appears on your credit/debit card and/or bank account differ in any way, we reserve the right to immediately suspend your account.



- 5.2 Due to our legal obligations to prevent money laundering, any deposits made using **someone else's credit/debit card or bank account** will be refunded and any bets placed with funds from this card will be deemed void.
- 5.3 You may update payment details from time to time on our website or through our support but it remains your responsibility to make yourself aware of the terms upon which your payments are accepted. You are solely responsible to keep abreast of any changes.
- 5.4 The transfer of funds between your account and that of any other user of our Services is **strictly prohibited**.
- 5.5 Any funds held in your account in credit to you shall not attract interest.
- 5.6 **No credit** is offered by us to any punter in the ordinary course. It is your responsibility to maintain sufficient funds in your account and to stake your bets accordingly. GG Gaming reserve the right to void any bet that may be inadvertently accepted when your account does not have sufficient funds to cover the whole of any bets placed.
- 5.7 If you elect to fund your account by way of EFT (Electronic Funds Transfer) the processing time may be as long as **2 to 3 business days** before such funds become available for use in your account with us.
- 5.8 If we incur any chargebacks, payment reversals or other charges in connection with your account, we reserve the right to **recover** such amounts from you.
- 5.9 You represent, warrant and undertake that no chargebacks or other payment reversals or cancelations shall be sought by you from your financial institution without prior consultation with us and without our prior written consent pursuant thereto. In the event of any such chargeback, reversal or cancelation, you agree to indemnify and hold us harmless against any amounts, costs, claims, damages and expenses arising in connection with such chargebacks, reversals or cancellations, or in connection with our efforts to recover such sums from you.



- 5.10 We reserve the right to run **credit checks** on all users with duly registered third party credit agencies on the basis of the information provided on registration.
- 5.11 You are solely responsible for any **applicable taxes** on any winnings that you collect from your use of the Service over and above taxes collected by us on your behalf. We will deduct applicable taxes from any winnings prior to payment to you; as a result, you acknowledge and agree that any amounts you receive shall be net of such deductions. GG Gaming is obliged by law to deduct such betting tax at settlement and pay it to the Gambling authorities on your behalf. The current rates of tax (subject to change without prior notification) are as follows:
- 5.11.1 0% (zero percent) tax on all sports bets, including multiples made up solely of sports bets;
 - 5.11.2 6% (six percent) tax on winnings of any horseracing bets (including multiples of horseracing bets). Please note that this 6% (six percent) tax is made up of 3% (three percent) betting tax and a 3% (three percent) horse racing levy; and
 - 5.11.3 6% (six percent) tax on winnings of any multiple which includes a horseracing bet as part of the multiple.
- 5.12 You acknowledge that any withdrawals by you may require multiple transactions over a number of days, based on payment provider limitations.
- 5.13 There may be charges incurred for withdrawals which you will be clearly informed of upon requesting your withdrawal.
- 5.14 We reserve the right to undertake **reasonable due diligence** to verify the **validity** of any bets, wagers or winnings as a precondition to paying out any wins or permitting player withdrawals.



- 5.15 You agree that, in the event of any payment or credit that is made to your account as a result of our **error**, such amount(s) paid in error shall be held in trust by you for our benefit and shall not be withdrawn from our account. You shall return all amounts paid in error to us promptly upon our demand. **We reserve the right to recover all amounts paid to you in error.**
- 5.16 In the case of **suspected** or **fraudulent** payments, including use of stolen credit cards, or any other fraudulent activity (including any chargeback or other reversal of a payment), we reserve the right to close your account, reverse any pay-out made and recover any winnings. We shall be entitled to inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or otherwise unlawful activity, and may employ collection services to recover payments. However, under no circumstances shall we be liable for any unauthorised use of credit cards, irrespective of whether or not the credit cards were reported stolen.
- 5.17 You are strictly **prohibited** from utilising the Services to facilitate any type of illegal money transfer system. You will not use our Services for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under the laws of any country that apply to you. If we have a suspicion that you may be engaging in or have engaged in fraudulent, unlawful or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of these Terms, we reserve the right to close your account and block you from the Services without any further notice to you. If your account is terminated or blocked in such circumstances, we are under no obligation to refund to you any funds that may be in your account. In addition, we shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity and you will cooperate fully with us in the investigation of any such activity.
- 5.18 In the event we terminate your account as a result of suspicious or illegal activity, we reserve the right to pursue criminal charges or other criminal or civil sanctions against you.



6 INTELLECTUAL PROPERTY

- 6.1 You acknowledge and agree that all rights, title and interest in the Services, including but not limited to intellectual property rights are our absolute property, or duly licensed to us by third party providers.
- 6.2 The “GG Gaming” brand name and any other GG Gaming-related trademarks, service marks and/or trade names used in connection with the Service (the "Trademarks") are our Trademarks and we reserve all rights thereto.
- 6.3 You hereby acknowledge that by using the Services you obtain **no rights** in the Trademarks or the Services and any information disseminated in connection therewith and you may only use the same in complete accordance with these Terms. Any use of the intellectual property related to the Services without our prior written consent is not permitted. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, or tamper with the intellectual property related to the Services in any manner whatsoever.
- 6.4 You acknowledge and agree that the material and content contained within the Services or within any of our websites, software or other properties is made available for your **personal, non-commercial** use only. Any other use of such material and content is strictly prohibited.

7 WARRANTY DISCLAIMER, SYSTEM ERRORS & LIMITATION OF LIABILITY

- 7.1 THE SERVICES ARE PROVIDED '**AS IS**' AND WE MAKE NO WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE OR OTHERWISE) INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THAT REQUIRED BY THE GAMBLING AUTHORITIES IN TERMS OF OUR LICENCE CONDITIONS.



- 7.2 The **entire risk** of as to the use, quality and performance of the Services is yours. We make no warranty that the Service will meet your requirements, be uninterrupted, timely, secure or error-free, that defects will be corrected or that the software or server that makes it available are free from viruses or bugs or represents that the full functionality, accuracy and reliability of the Service as to results or accuracy of any information obtained by you.
- 7.3 We reserve the right to suspend, modify or remove or add to our website any betting types, events or options in our sole discretion with immediate effect and without notice. We shall not be liable to you for any loss suffered by you resulting from any changes made or for any modification or suspension of or discontinuance of the Services and you shall have no claims against us in such regard.
- 7.4 We shall not be liable for computer **malfunctions**, failure of telecommunications service or Internet connections.
- 7.5 We **cannot guarantee** that the Services will never be faulty but we will undertake efforts to correct reported faults as soon as we reasonably can. If a fault occurs, you should report the fault by e-mail or in writing to our customer service centre.
- 7.6 Although we take all reasonable measures to ensure that the Services are free from computer viruses, we cannot and do not guarantee that the Services are free of such problems. It is your responsibility to protect your systems and have in place the ability to reinstall any data or programs lost due to a virus.
- 7.7 We may temporarily suspend the whole or any part of the Services for any reason at any time whatsoever in our sole discretion. We may, but shall not be obliged to, give you as much notice as is reasonably practicable of such suspension. We will restore the Services, as soon as is reasonably practicable, after such temporary suspension.
- 7.8 Where a **manifest error**, mistake or system failure results in an incorrect odd, line or handicap taken in a bet, the bet, or that part of the bet if it is a multiple bet/parlay will be void.



- 7.9 In the event of a **website system malfunction** all bets are void. We reserve the right to void any winnings that were obtained as a result of hardware/software error or malfunction. We are not liable to you for any loss that you may incur as a result of such suspension or delay.
- 7.10 In the above instances, and all other instances previously mentioned where a bet may be voided, the bet event will be paid at a decimal value of 1. For single bets this means that the customer will be paid back the original bet amount. For multi-bets that the customer will be paid at an adjusted total decimal value where the voided game is adjusted to a decimal value of 1.
- 7.11 Anyone found to be abusing such errors/malfunctions are subject to having their account closed and any **winnings forfeited**. Instances of such abuse and indeed general abuse of the Services resulting in the voiding of bets and potential account closure include but are not limited to the misuse or abuse of bugs, glitches or errors of the Services; the use of bots or any other form of artificial intelligence; hacking, attacking or abusing the Services or any servers, software or other components of the Services; match fixing, cheating or collusion; participating in, aiding or facilitating criminal activity of any kind; fraudulent or illegal activity of any kind; attempting to disrupt the Services or circumvent the technical measures employed by us to ensure the security and fair play of the Services; any betting activity which we reasonably suspect to be irregular, unfair or in bad faith.
- 7.12 Our **total aggregate liability** to you in contract, delict, negligence or otherwise, for any loss or damage howsoever arising from any cause, whether direct or indirect, or for any amounts (even where we have been notified by you of the possibility of such loss or damage) shall not exceed the value of the bets and/or bets you placed via your account in respect of the relevant bet/bet or product that gave rise to the relevant liability.



- 7.13 We shall not be liable to you or any third party in contract, delict, negligence, or otherwise, for any indirect losses or damages, including, without limitation, damage for loss of business, loss of profits (including loss of or failure to receive anticipated winnings), business interruption, loss of business information, or any other pecuniary or consequential loss (even where we have been notified by you of the possibility of such loss or damage).
- 7.14 You agree to **indemnify** and hold harmless us, our directors, officers, employees, shareholders, agents and affiliates, against any and all costs, expenses, liabilities and damages (whether direct, indirect, special, consequential or punitive or other) arising from any participation in the Services by you, including but not limited to the use of the Services by you or anyone using your account; the use of the Services by means of telecommunication services; use or re-use of any materials at, or obtained from, the Services; facilitating or making a deposit into your account;

8 PROMOTIONAL OFFERS

- 8.1 We may from time to time offer you various promotional offers (“offers”)
- 8.2 All offers are **limited to one per person**.
- 8.3 All offers are intended for recreational, entertainment purposes only and we may, in our sole discretion, limit the eligibility of customers to participate in any given promotion. We reserve the right to withdraw the availability of any offer or all offers to any customer.
- 8.4 We reserve the right to reclaim all bonuses awarded and/or any winnings accrued if a customer is found to be tampering with or abusing any aspect of any promotion. Where there is evidence of a series of bets placed by a customer and/or group of customers which, as a result of enhanced payments through promotional offers, results in guaranteed customer profits irrespective of outcome, we reserve the right to ignore the bonus element of such offers and settle bets at the correct odds.



9 SUPPORT & MISCELLANEOUS

9.1 Customer support is available to you if you experience any difficulties. Customer support can be reached by email at support@gggaming.net. Any complaints or disputes may also be sent to this email address.

9.2 Upon receipt, best efforts will be made to resolve any reported matter promptly.

9.3 If you feel that we have not satisfactorily resolved your complaint, you should refer the matter to the **Western Cape Gambling and Racing Board** which will investigate any disputes and make a binding decision.

10 GOVERNING LAW AND JURISDICTION

10.1 These Terms are governed by, and interpreted in accordance with, the **laws of South Africa** and you irrevocably submit to the exclusive jurisdiction of the relevant **South African Court** to settle any disputes which may arise in connection the creation, validity, effect, interpretation or performance of, or the legal relationships established by or otherwise arising in connection with these Terms.

10.2 We do not provide advice regarding tax and/or legal matters. If you wish to obtain advice regarding tax and legal matters, you are advised to contact appropriate advisors.

11 FORCE MAJEURE

We shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control.

12 NO AGENCY



Nothing in these Terms shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between you and us.

13 **ASSIGNMENT**

In the event of a change of control, merger, acquisition, or sale of assets of the company, your customer account and associated data may be part of the assets transferred to the purchaser or acquiring party. In such an event, we will provide you with notice via email or notice on our web site explaining your options with regards to the transfer of your account.

14 **RESPONSIBLE GAMBLING NOTICE**

- 14.1 Take note that in terms of South African law no persons under the age of 18 years are permitted to gamble. Winners know when to stop. The contact details for the National Responsible Gambling Programme: 0800 006 008 or sms on 076 675 0710.
- 14.2 Information regarding your account activity will be provided by us to you on reasonable notice by requesting it from support@gggaming.net . The information may include: details about your account balance, gambling history (including bet amounts, winnings and losses), deposits, withdrawals and other related transactions.
- 14.3 Self-exclusion options are available to you as set out elsewhere in these Terms.