

TERMS & CONDITIONS FOR OPENING & OPERATING A SINGAPORE POOLS ACCOUNT (HORSE RACING) ("SPA (HR)")

OPENING OF SPA (HR)

1. In making this application ("the application") for a SPA (HR) the applicant ("the Account Holder") agrees to be bound by all applicable terms of the Company's Totalisator Scheme and the Rules and Regulations governing the conduct of Totalisator Betting posted via a link in the Company's website at: <http://www.singaporepools.com.sg/> and the SPA (HR) Terms and Conditions set out herein and as amended by the Company from time to time. Any amendments will be posted on the Company's website via a link for the Account Holder's attention. The Account Holder agrees that it is his responsibility to check the Company's website for any amendments to these Terms and Conditions. If the Account Holder continues to maintain or use the SPA (HR) after the amendments have been posted on the Company's website, the Account Holder is deemed to have accepted the revised Terms and Conditions.
2. The Account Holder must be aged 21 years and above. Joint or partnership SPA (HR) will not be accepted. The Account Holder shall open and operate only one (1) SPA (HR) with the Company.
3. To open the SPA (HR), the Account Holder shall:
 - a) bear any charges pertaining to funds transfer as stipulated by the Company from time to time,
 - b) pay any administrative cost(s) if imposed by the Company and maintain a minimum balance as stipulated by the Company from time to time,
 - c) provide all such personal particulars and references as required by the Company. The Account Holder further consents to the Company or its agents conducting any enquiries to verify the information and references provided in the application, and
 - d) provide details of a bank account in the sole name of the Account Holder which is to be linked to the SPA (HR).
 - e) warrant that the above personal particulars are correct and that until any change is received by the Company in writing, the Company shall be entitled to rely on the said particulars in its dealings with the Account Holder.
4. The Account Holder agrees that no interest will be paid on any deposit or on any credit balance in his SPA (HR).
5. The Company reserves the right to reject the application of any person at its absolute discretion without having to provide any reason for so doing.
6. The Account Holder represents and confirms that the SPA (HR) is not opened for the benefit of any other person, and the SPA (HR) is opened, maintained and used, at all times, for the sole benefit of the Account Holder. The Account Holder shall not allow a person under the age of 21 from using or accessing the SPA (HR) and undertakes to prevent a person who is below the age of 21 from accessing and/or using the SPA (HR).
7. Subsequent to the opening of the SPA (HR), the Account Holder agrees that it is his obligation to immediately inform the Company of any change(s) to the personal particulars (including Singapore residential address and Singapore contact number) and other references that were previously provided by the Account Holder to the Company.

DEPOSITS & WITHDRAWALS

8. The Company may from time to time stipulate the maximum credit balance permitted to be left in the SPA (HR). Any Credit balance in excess of the limit stipulated by the Company may be transferred to the bank account nominated by the Account Holder without any reference to the Account Holder. In the event that said bank account is closed or for any other reasons whatsoever unable to accept the deposit, the Company shall act in accordance with **Rule 11.3** herein and failing which in accordance with **Rule 11.4** herein.
- 8.1 Monies deposited with the Company to be credited into the Account Holder's SPA (HR) shall be available to pay for bets as follows:

- a) Deposits made by Cash: The funds shall be available for betting once an official receipt has been issued by the Company.
 - b) Deposits made by Cheque: Unless otherwise advised by the Company, the funds shall be available for betting after the cheque has been cleared and the money deposited with the Company, and an official receipt has been issued by the Company.
- 8.2 The Account Holder shall be deemed to be fully aware of the status of his SPA (HR) at all times. Unless there is sufficient credit in the SPA (HR) to pay for the bet placed by the Account Holder, such bet shall not constitute a valid bet notwithstanding that the instruction to process the bet has been acknowledged by the Company's agent, employee or computer.
- 8.3 The Company shall not be liable to the Account Holder for any delay on the part of the Company in crediting to the SPA (HR) any dividend, deposit or credit received by the Company, notwithstanding that the delay is due to the malfunctioning of the Company's equipment or the negligent, wilful or malicious act or omission of the Company's employee, agent or contractor.
- 8.4 Unless specifically approved by the Company, the Account Holder shall not demand the withdrawal of funds in his SPA (HR), in cash, at the Company's premises. The Company shall provide a facility for the Account Holder to withdraw funds from the SPA (HR) by transferring the funds to the Account Holder's nominated bank account in accordance with the procedures stipulated by the Company from time to time.
- 8.5 The Company shall not be liable to the Account Holder for any failure or delay in implementing the transfer of funds to the Account Holder's nominated bank account, notwithstanding that such failure or delay may be due to the malfunctioning of the Company's equipment or the negligent, wilful or malicious act or omission of the Company's employee, agent or contractor.

PERSONAL IDENTIFICATION NUMBER

- 9.1 Upon approval of the application by the Company, the Account Holder shall be issued with a Personal Identification Number ("PIN"). This PIN shall be used by the Account Holder to access SPA (HR) services provided by the Company to place bets or perform other transactions. The Account Holder shall keep his PIN confidential and shall not reveal his PIN to any person.
- 9.2 The Account Holder shall take all necessary measures to ensure that the PIN is not used by or revealed to any person, including any employee or agent of the Company. In the event of any allegation that an unauthorised transaction has been made through the SPA (HR), the Company shall be excluded and/or exonerated from any and all responsibilities and/or liabilities to the Account Holder or any third parties so long as the PIN was provided to the Company when the transaction was effected.
- 9.3 The Company reserves the right, at its absolute discretion, to invalidate, without any notice to the Account Holder, the PIN issued to the Account Holder without providing any reason therefor.

DISPUTES REGARDING RECORDING BETS & POSTING OF SPA (HR)

- 10.1 Any allegation regarding error in the recording of betting instructions shall be made in writing to the Company within 7 days following the date on which the error was made. The Account Holder shall provide all necessary assistance to the Company in its investigation of such allegation.
- 10.2 The information or data as recorded in the Company's Official Records shall determine the amount due to the Account Holder. The Company shall not be liable to pay for any loss, costs and/or damages suffered and/or incurred by the Account Holder even if any errors in recording of the Account Holder's instruction(s) were due to the malfunctioning of the Company's equipment or the negligent, wilful or malicious act or omission of the Company's employee, agent or contractor.
- 10.3 The Company may send, via ordinary mail, to the Account Holder, statements of the transactions made through the SPA (HR). The Company shall have full discretion regarding the frequency of such statements and may prescribe fees to be paid by the Account Holder for any other requests for information regarding the status of the SPA (HR).

- 10.4 It shall be the Account Holder's duty to:
- a) check all entries in the SPA (HR)'s statement of account;
 - b) report promptly to the Company any errors or omissions therein;
 - c) sign and return any confirmation slip, if requested to do so by the Company, including those related to auditing purposes; and
 - d) inform the Company that the Account Holder has not received the statement of account that is due.
- 10.5 Should the Account Holder fail to inform the Company, in writing, of any errors or omission within 7 days following which the error was made, the Company shall be discharged from all obligations to make adjustments to the Account Holder's SPA (HR).
- 10.6 The Company shall have the right to make adjustments to the SPA (HR) if any amount is erroneously credited into the SPA (HR).
- 10.7 In relation to the Account Holder's use of any of the Company's remote-communications platforms (including but not limited to the Company's websites, mobile software applications and telephone services), the Account Holder irrevocably agree that the Company shall not be liable for any losses or damages in relation to any error or failure in the information or data displayed on or recorded through such platforms, or the transmission of any data through such platforms, regardless of whether the error or failure arises from the Company's negligence, default or otherwise.
- 10.8 The Account Holder acknowledges and agree that, prior to the start of race, the Company shall only be obliged to display in the race-course, betting centres, and on the Company's websites and mobile software applications up to 3 bet combinations, with the highest aggregate pool of bets, in relation to any bet types, and the Account Holder agrees that this shall be deemed as the Company having provided full and complete information of a race to the Account Holder prior to the start of race.

CLOSURE OF SPA (HR)

- 11.1 The Company may in its absolute discretion suspend and/or close any SPA (HR) at any time, without having to provide any reason thereto. Without prejudice to the generality of the above, the Company may suspend and/or close an SPA (HR) if:
- a) inaccurate information and/or false declaration was given at the time of application to open the SPA (HR); or
 - b) the SPA (HR) is not operated for more than 3 months; or
 - c) the bank account nominated by the Account Holder is closed or is non-operational for any reason; or
 - d) the Account Holder does not respond in a timely or satisfactory manner upon any request by the Company for further information and documents from the Account Holder that is in relation to the Company's customer due diligence obligations under Singapore laws and regulations; or
 - e) the Account Holder is the subject of any of the following casino exclusions under the Casino Control Act (Cap. 33A), or any other problem-gambling measures that may be imposed by National Council on Problem Gambling ("NCPG") or any Singapore Government bodies and statutory organisations from time-to-time.
 - i) family exclusion order made under section 162 or section 165C of the Casino Control Act
 - ii) an order made under Section 165 or section 165C of the Casino Control Act
 - iii) by virtue of section 165A(1)(a) or (b) of the Casino Control Act
 - f) The Company is notified or becomes aware of any application or petition to declare the Account Holder bankrupt;
 - g) The Company is served a garnishee order or mareva injunction in relation to the SPA (HR).
- 11.2 In the event that an SPA (HR) is closed, the Company shall, within 7 days from the date of such closure, transfer any remaining credit balance to the bank account nominated by the Account Holder in his application or as notified, in writing, to the Company. Upon closure of the SPA (HR), any subscription to services and/or facilities and/or any mobile application(s) linked to the SPA (HR) shall immediately cease. No refund of the subscription shall be made by the Company to the Account Holder for the services and/or facilities and/or any mobile application(s) paid prior to termination of the SPA (HR) and subscription.
- 11.3 Should the nominated bank account be closed or be non-operational, the Company shall forward the payment of the credit balance by cheque to the correspondence address last notified to the Company.

- 11.4 In the event that the cheque so forwarded is not presented for payment within 6 months from the date written on the cheque, the Company shall have the power to cancel the said cheque and the Account Holder shall be deemed to have irrevocably authorised the Company to apply the credit balance in any manner the Company deems fit at its absolute discretion.

FUNDING LIMIT AND EXPENDITURE LIMIT

12. 'Daily Funding Limit' shall refer to the maximum aggregate amount in cash that the Account Holder can transfer or deposit into his SPA (HR) within one calendar day. 'Daily Expenditure Limit' shall refer to the maximum aggregate amount of credit balance that the Account Holder can use from his SPA (HR) to place bet(s) on race(s) within one calendar day. For the avoidance of doubt, one calendar day refers to the time from 00:00:00hrs to 23:59:59hrs of a calendar day, or end-of-day of a race day, whichever is later.
13. Prior to the opening of the SPA (HR), the prospective Account Holder shall inform the Company in writing and in accordance with the Company's form(s) of the prospective Account Holder's Daily Funding Limit and Daily Expenditure Limit.
14. The Account Holder shall inform the Company in writing and in accordance with the Company's form(s) of the Account Holder's Daily Funding Limit and Daily Expenditure Limit. If the Company does not receive any written notification in accordance with the Company's form(s), the Company shall in its absolute discretion set a Daily Funding Limit and Daily Expenditure Limit for the Account Holder.
15. The Account Holder agrees that the Daily Funding Limit and Daily Expenditure Limit shall apply to the usage of his SPA (HR). In the event that the Account Holder disagrees with the application of the Daily Funding Limit and Daily Expenditure Limit, the Account Holder shall inform the Company in writing and in accordance with the Company's form(s), and the Company will forthwith terminate and close the Account Holder's SPA (HR) in accordance with the Terms and Conditions herein.
16. The Account Holder agrees that after the SPA (HR)'s Daily Funding Limit is reached, the Account Holder may not deposit any more amounts into his SPA (HR) within the same calendar day, and the Company will not accept any such deposit to the Account holder's SPA (HR). All monies deposited by the Account Holder in excess of the Daily Funding Limit will be held by the Company and the Company will credit such monies to the Account Holder's SPA (HR) on the next calendar day, subject to the Account Holder's Daily Funding Limit of the next calendar day.
17. The Account Holder agrees that after the SPA (HR)'s Daily Expenditure Limit is reached, the Account Holder may not use any more credit balance in the Account Holder's SPA (HR) to place bet(s) on race(s) within the same calendar day, and the Company will not accept any such bet(s).
18. At any time, an Account Holder may notify the Company in writing or through telephone and in accordance with the Company's form(s) or protocol (as the case may be) of any change in the Account Holder's Daily Funding Limit and Daily Expenditure Limit. Upon the Company's receipt of the Account Holder's notification in writing or through telephone of change in Daily Funding Limit and Daily Expenditure limit, in accordance with the Company's form(s) or protocol (as the case may be), the Company shall effect the said change(s) within 2 working days from receiving such notification.
19. The Account Holder agrees that the Company shall be obliged to effect any change(s) in the Account Holder's Daily Funding Limit and Daily Expenditure Limit only upon receiving clear instruction in writing or through telephone and in accordance with the Company's form or protocol (as the case may be) from the Account Holder. The Company shall have the absolute discretion to determine whether the said protocol have been properly completed by the Account Holder.
20. The Account Holder agrees that the Company shall under no circumstances be responsible for the loss of monies and potential dividends that may be suffered by the Account Holder due to the Account Holder transferring or depositing monies into his SPA (HR) after the Account Holder's Daily Funding Limit has been reached.
21. The Account Holder agrees that the Company shall under no circumstances be responsible for any loss of dividends, or any other losses that may be suffered by the Account Holder due to the Account Holder being

prohibited from placing bet(s) on race(s) through his SPA (HR) after the Account Holder's Daily Expenditure Limit has been reached.

PERSONAL DATA AND AUTHORISATION TO DISCLOSE INFORMATION

22. The Account Holder expressly and irrevocably authorizes and agrees that the Company and each of its officers, agents, contractors or employees may collect, use and disclose the Account Holder's personal data as well as any and all particulars and information (that may be provided to or be kept by the Company in any form or through or on any medium) relating to the Account Holder and the SPA (HR), including without limitation statements of the transactions and Official Records, including and not limiting to the following purposes:
- a) For all government agencies and departments and authorities in Singapore and elsewhere where the disclosure is required by law;
 - b) Processing the Account Holder's application of the SPA (HR);
 - c) Operation and maintenance of the SPA (HR);
 - d) Conducting surveys, focus group discussions and to obtain feedback;
 - e) For any person that the Company in good faith considers to be appropriate for the purpose of providing the services to the SPA (HR) or of operating the SPA (HR) set out herein, including any agents or contractors which may have agreed to perform works or services for the Company in relation to the operation of the SPA (HR) or provision of any service to the Account Holder;
 - f) Purposes which are reasonably related to the aforesaid.
23. The Account Holder or Prospective Account Holder expressly and irrevocably consents to the Company collecting and using his personal data, and disclosing his personal data to NCPG and all Singapore Government bodies and statutory organisations for the following purposes: -
- a) screening to determine if the Account Holder or Prospective Account Holder is the subject of the following casino exclusions under the Casino Control Act (Cap. 33A), or any other problem-gambling measures that may be imposed by NCPG or any Singapore Government bodies and statutory organisations from time-to-time:
 - i) family exclusion order made under section 162 or section 165C of the Casino Control Act
 - ii) an order made under Section 165 or section 165C of the Casino Control Act
 - iii) by virtue of section 165A(1)(a) or (b) of the Casino Control Act; and
 - b) such screening(s) may be conducted at the time when the Account Holder opens his SPA (HR) with the Company, or such other time(s) as the Company deems fit and necessary.
24. The Company is not obliged to inform or consult the Account Holder or Prospective Account Holder of such collection, use and disclosure of his personal data as well as any and all particulars and information relating to the Account Holder, Prospective Account Holder and the SPA (HR).
25. The Account Holder or Prospective Account Holder expressly and irrevocably consents to NCPG collecting and using his personal data provided by the Company, and disclosing information to the Company for the following purposes: -
- a) screening to determine if the Account Holder or Prospective Account Holder is the subject of the following casino exclusions under the Casino Control Act (Cap. 33A), or any other problem-gambling measures that may be imposed by NCPG or any Singapore Government bodies and statutory organisations from time-to-time;
 - i) family exclusion order made under section 162 or section 165C of the Casino Control Act
 - ii) an order made under Section 165 or section 165C of the Casino Control Act
 - iii) by virtue of section 165A(1)(a) or (b) of the Casino Control Act; and
 - b) such screening(s) may be conducted at the time when the Account Holder opens the SPA (HR) with the Company, or such other time(s) as the Company deems fit and necessary. The Account Holder acknowledges and agrees that NCPG is not obliged to inform or consult him of such collection, use and disclosure.
26. The Company will in its discretion carry out screening of Account Holders and Prospective Account Holders from time-to-time. The Company is under no obligation whatsoever to implement any exclusion of the Account Holder or Prospective Account Holder pursuant to the Casino Control Act (Cap. 33A) until the screening of the Account Holder or Prospective Account Holder has been done.

DISSEMINATION OF MARKETING MATERIALS AND INFORMATION

27. The Account Holder shall in this application indicate specifically whether the following materials and information should be sent to the Account Holder whereupon the Company will be given absolute right by the Account Holder to send to the Account Holder:
- a) any and all marketing materials which shall include direct mailers, brochures, electronic direct mailers, information leaflets and flyers by mail, email and/or telefax; and
 - b) marketing information via calls, short message service ("sms") and/or multimedia messaging service ("mms") or any other messages or form of messages including those sent to the Account Holder through worldwide web platforms including "Whatsapp" and "WeChat".

DNC REGISTRY

28. The Account Holder notes that the Government of Singapore has implemented a Do-Not-Call Registry pursuant to the Personal Data Protection Act 2012 ("DNC Registry") and the Account Holder agrees, undertakes and waives all rights on the same and consents and allows the Company the absolute and sole discretion to call and/or sms the Account Holder.

VARIATION OF TERMS AND CONDITIONS

29. The Company may transfer or assign any or all of its rights and obligations herein to any party which has obtained the legal right to offer totalisator betting.
30. The Company has the right to change the terms and conditions at any time. Updated Terms and conditions shall be posted via a link in the Company's website at: <http://www.singaporepools.com.sg/>. If the Account Holder does not accept the changes, the Account Holder shall inform the Company in writing to close the SPA (HR). The Account Holder shall be deemed to have accepted the changes if the Account Holder continues to maintain and use the SPA (HR) after the updated Terms and Conditions have been posted in the Company's website.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

31. The Contracts (Rights of Third Parties) Act Cap.53B of Singapore shall not apply to these Terms and Conditions.

GOVERNING LAW AND JURISDICTION

32. The Account Holder agrees to be bound by the Laws of the Republic of Singapore and submits to the jurisdiction of the Singapore Courts. Any dispute, issue or matter relating to the SPA (HR) and/or the relationship between the Account Holder and the Company shall be referred for mediation in Singapore under the rules of the Singapore Mediation Centre and failing which shall be referred to the Singapore Courts.

APPLICATION FOR LIVE STREAMING OF RACES VIA MOBILE APPLICATION

33. The Account Holder may subscribe for streaming of races online ("Live Streaming Services") through the mobile application (currently known as iTote, or such name as the Company may designate in the future) provided by the Company at such monthly subscription fee rates to be determined by the Company at its absolute discretion from time to time. The monthly subscription fee rates shall be posted via a link in the Company's website at: <http://www.singaporepools.com.sg/>. A non-Account holder may not subscribe for this service.
34. Subscription fees are to be paid by the Account Holder in advance of the month of subscription to the Live Streaming Services. No subscription fee paid by the Account Holder shall be refundable by the Company to the Account Holder following the termination of an SPA (HR) and/or early termination of the subscription to the Live Streaming Services.

35. The Company shall not be liable to pay for any direct or indirect loss, costs, and/or damages, or refund any portion or all of the subscription fee to the Account Holder for any Live Streaming Services delays (latency or otherwise), disruptions, and/or cancellations of the transmission of live streaming of races for any reason whatsoever.
37. The Account Holder agrees that provision of the Live Streaming Services through the Company's mobile application shall occur at the Company's absolute discretion, and shall be available for selected meetings or races, during operating hours or race days as determined by the Company at its absolute discretion.
38. The Account Holder accepts that images or videos streamed through the Live Streaming Services are the exclusive intellectual property of the Company. No part of any video or image streamed through the Live Streaming Services may be reproduced, recorded, distributed, or transmitted in any form or by any means, without the prior written permission of the Company. In particular, the Account Holder agrees not to use the videos or images streamed through the Live Streaming Services for any illegal purposes, or for any purposes not expressly permitted by the Company in writing.
39. In the event that approval for Live Streaming Services provided by the Company is withdrawn by any such body or authority permitted to grant such approval, the subscription to Live Streaming Services shall immediately terminate. The Company shall refund the subscription fee paid on a *pro-rata* basis for the outstanding period of subscription following termination.