# **Terms and Conditions - SBK Betting Card**

#### GENERAL

- 1. A Betting Card in general term is defined as a card that can be top-up with a desired amount, for placing bets on the Self-Service Kiosks ("SBK) and for balance withdrawal on the Betting Card.
- 2. "Prohibited Purposes" refers to money laundering, terrorism or any other criminal or unlawful activity;
- 3. "PIN" refers to the Personal Identification Number that Betting Card holders use in conjunction with their Betting Card for facilities provided by Singapore Pools (Private) Limited ("Company"), mainly the Self-Betting Kiosk ("SBK"), SBK Self-Service Kiosk, and SBK Service Counter, to process the Betting Card holder's card services and/or other transactions.
- The Betting Card shall be registered with the card holder's details which are mandatory, and is protected by a PIN number for all withdrawals.
- 5. Each person shall be allowed to hold 01 Betting Card only.
- 6. All patrons of the Company aged 21 years old and above are eligible to be holder of a Betting Card.
- 7. The Betting Card holder represents and confirms that the Betting Card is not registered and held for the benefit of any other person, and the Betting Card is registered, held and used, at all times, for the sole benefit of the Betting Card holder. The Betting Card holder shall not allow a person under the age of 21 from using or accessing the Betting Card and undertakes to prevent a person who is below the age of 21 from accessing and/or using the Betting Card.
- 8. The Betting Card holder shall agree to be bound by all applicable terms of the Company's Totalisator Scheme and the rules and regulations governing the conduct of Totalisator betting found in the Company's website at: www.singaporepools.com.sg/ and the Betting Card rules set out herein and as amended by the Company from time to time. Any amendments will be posted at the Company's website for the Betting Card holder's attention. If the Betting Card holder continues to maintain or use the Betting Card after the amendments have been posted on the Company's website, the Betting Card Holder is deemed to have accepted the revised Terms and Conditions
- The Betting Card holder agrees that no interest will be paid on any deposit or on any balance in his Betting Card.

#### ISSUE OF NEW BETTING CARD

10. To be issued a Betting Card, the Betting Card holder shall:

- a. Bear any charges pertaining to issue of a new and/or top up of a Betting Card 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.
- Provide all such personal particulars (including Singapore address and contact number) and c. references as required by the Company. The Betting Card holder further consents to the Company or its agents conducting any enquiries to verify the information and references provided in the registration, and
- d. Warrant that the above personal particulars are correct and that until any change is received by the Company in person, the Company shall be entitled to rely on the said particulars in its dealings with the Betting Card holder
- 11. The Company reserves the right to reject the registration and issue of a Betting Card to any person at its absolute discretion without having to provide any reason for so doing.

#### BETTING CARD VALIDITY AND EXPIRY

- 12. The Betting Card shall have a card validity of <u>365</u> days, including holidays, from the date of issue of the Betting Card. Upon expiry of the Betting Card, the Betting Card holder shall do a full withdrawal of his Betting Card immediately.
- 13. Upon expiry of a Betting Card, the card shall be suspended from the functions to top-up and to place bets at the kiosks. Withdrawals can be performed over the SBK service counters available at the Singapore Racecourse and Off-Course Betting Centers/Outlets within 90 days after the expiry of the Betting Card. An expired Betting Card will be system-terminated after the 90 days grace period. No withdrawals/refunds can be made thereafter.
- 14. Unclaimed balances not withdrawn after the 90-day period from the expiry of the Betting Card shall be declared as part of the Company's excess to the Singapore Totalisator Board.

### DEPOSITS & WITHDRAWALS

- 15. The Company may from time to time stipulate the maximum balance permitted to be left in a Betting Card.
- 16. Monies deposited with the Company to be transferred into the Betting Card shall be available to pay for bets as follows:
- Deposits made by Cash: The funds shall be available for betting once an official receipt has been a. issued by SPPL.
- Deposits made by Nets: The funds shall be available for betting upon the successful transaction with b. the Nets host, and the money deposited with the Company.
- c. Deposits made by any other methods as made available by the Company
- 17. All funds are to be received in Singapore Dollars ("SGD").
- 18. The Company reserves the right to set thresholds and guidelines for deposit amounts from time to time, including but not limited to minimum top-up amounts, processing fees or other charges. These thresholds and guidelines shall be made known in publicly available media.

- 19. The Company shall not be liable to the Betting Card holder for any failure, error or delay on the part of the Company in processing deposit requests and/or the crediting of any funds to the Betting Card, and shall be entitled to correct any erroneous entry in the Company's computer systems, without advance notice to the Betting Card holder, and without any liability to the Betting Card holder thereof.
- 20. For the avoidance of doubt, the Betting Card holder shall bear any fees, costs or any other charges pertaining to the Betting Card as the Company may stipulate from time to time and bear the charges as may be imposed by any bank and/or any payment service provider (on the Betting Card holder and/or the Company) from time to time, regardless of whether the transaction is successful or not, in relation to the operation and use of the Betting Card.
- 21. Withdrawals are subjected to the withdrawal limit of \$20,000 at Off-Course Betting Centers, \$10,000 at Off-Course Betting Outlets and no limit for withdrawals at the Singapore Racecourse.
- 22. Unless specifically approved by the Company, the Betting Card holder shall not demand the withdrawal of funds in his Betting Card, in cash that is over the allowed maximum daily withdrawal limit, at the Company's premises. The Company shall provide a facility for the Betting Card holder to withdraw funds from his Betting Card in accordance with the procedures stipulated by the Company from time to time.
- 23. The Betting Card holder shall be deemed to be fully aware of the status of his Betting Card at all times. Unless there is sufficient value in the Betting Card to pay for the bet placed by the Betting Card holder, such bet shall not constitute a valid bet notwithstanding that the instruction to process the bet has been acknowledged by SPPL's agent, employee or computer.
- 24. The Company shall not be liable to the Betting Card holder for any delay on the part of the Company in crediting to the Betting Card 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, willful or malicious act or omission of the Company's employee, agent or contractor.

#### LOST/STOLEN BETTING CARDS

25. The Company shall not become involved in or become party to any dispute in relation to the ownership of a Betting Card.

#### PERSONAL IDENTIFICATION NUMBER (PIN) FOR BETTING CARD

- 26. Upon issuing/registering a Betting Card, the Betting Card holder shall enter and confirm a PIN.
- 27. The Betting Card holder shall take all necessary measures to ensure that the PIN is kept confidential, and in particular it must not be disclosed or made available to any employee or agent of the Company. In the event of any allegation that an unauthorized transaction has been made through the Betting Card, the Company shall be excluded and/or exonerated from any and all responsibilities and/or liabilities to the Betting Card holder or any third parties so long as the PIN was provided to the Company when the transaction was effected.
- 28. The Company reserves the right, at its absolute discretion, to invalidate, without any notice to the Betting Card holder and the PIN without providing any reason therefor.

#### **DISPUTES REGARDING RECORDING BETS & POSTING OF TRANSACTIONS**

- 29 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 Betting Card holder shall provide all necessary assistance to the Company in its investigation of such allegation.
- 30. The information or data as recorded in the Company's Official Records shall determine the amount due to the Betting Card holder. The Company shall not be liable to pay for any loss, costs and/or damages suffered and/or incurred by the Betting Card holder even if any errors in recording of the Betting Card holder's instruction(s) were due to the malfunctioning of the Company's equipment or the negligent, willful or malicious act or omission of the Company's employee, agent or contractor.
- 31. It shall be the Betting Card holder's duty to:
  - a. Check all entries in the self-betting kiosk's saved bets bucket before buying a bet;
  - b. Report promptly to the Company any errors or omissions therein;
  - c. Sign and return any confirmation slip/forms, if requested to do so by the Company, including those related for auditing purposes; and
  - d. Inform the Company that the Betting Card holder did not receive the transaction receipts whenever the option to print receipt option was selected.
- 32. Should the Betting Card 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.
- 33. The Company shall have the right to make adjustments to the Betting Card if any amount is erroneously credited into the Betting Card.

#### TERMINATION OF BETTING CARD

- 34. The Company may in its absolute discretion terminate any Betting Card without having to provide any reason thereto. Without prejudice to the generality of the above, The Company may terminate a Betting Card if:
  - Inaccurate information was given at the time of Betting Card registration or; a
  - b. The Betting Card has expired and passed the 90 days grace period;
  - c. The Company is notified or becomes aware of any application or petition to declare the Betting Card holder bankrupt:
  - The Company is served a garnishee order or mareva injunction in relation to the Betting Card. d.
- 35. In the event that a Betting Card is terminated due to expiry of the Betting Card, the Betting Card holder shall be deemed to have irrevocably authorized the Company to apply the remaining balance in any manner the Company deems fit at its absolute discretion.

#### PERSONAL DATA AND AUTHORISATION TO DISCLOSE INFORMATION

- is available on the Website.

### DISSEMINATION OF FACTUAL MATERIALS AND INFORMATION

- a.
- b.

## CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

- Conditions.

### GOVERNING LAW AND JUSTRISDICTION

of the Courts of Singapore.

## MONEY LAUNDERING AND OTHER OFFENCES

(Chapter 65A).

# For more information, you may approach our Customer Relations Officer.

36. The Betting Card holder agrees that the Company may collect, use and disclose his/her personal data, as obtained by the Company through the Betting Card registration procedures, for the following purposes in accordance with the Personal Data Protection Act 2012 and the Company's data protection policy which

a. Processing of the Betting Card registration;

b. Administration of the Betting Card;

c. Compliance with the Company's statutory and regulatory obligations, including but not limited to fraud investigation, anti-money laundering or preservation of horse racing integrity;

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 Betting Card or of using the Betting Card 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 Betting Card or provision of any service to the Betting Card holder; and f. Purposes which are reasonably related to the aforesaid.

37. The Betting Card holder agrees that the Company shall be entitled to conduct identification, credit and probity checks as part of the verification process from time to time as the Company may deem fit or as may be required by applicable laws, regulations or the relevant authorities (including but not limited to the National Council on Problem Gambling ("NCPG"). The Betting Card holder consents to the Company

using or disclosing his/her personal information for lawful purposes and in accordance with the Company's policies. The Betting Card holder further consents to the NCPG providing information relating to any exclusion orders made against him/her under sections 162, 165, 165A(1)(a), 165A(1)(b) and 165C of the Casino Control Act ("CCA") to the Company for such purposes. The Company is entitled to suspend or restrict the Betting Card in any manner the Company deems appropriate in its sole and absolute discretion, until such time as the relevant checks are completed to the Company's satisfaction. The Company shall be entitled to reject all applications and transactions from persons excluded.

a. under a family exclusion order made under section 162 or section 165C of the CCA;

b. by an order made under section 165 or section 165C of the CCA;

c. by virtue of section 165A(1)(a) or (b) of the CCA; or

d. Such screening(s) may be conducted at the time when the Betting Card holder registers for his Betting Card with the Company, or such other time(s) as the Company deems fit and necessary.

38. The Betting Card holder shall in his registration of a Betting Card indicate specifically whether the following materials and information should be sent to the Betting Card holder whereupon the Company will be given absolute right by the Betting Card holder to send to the Betting Card holder:

Any and all factual and/or responsible gaming materials which shall include direct mailers, brochures, electronic direct mailers, information leaflets and flyers by mail, email and/or telefax; and

Factual and/or responsible gaming via calls, short message service ("sms") and/or multimedia messaging service ("mms") or any other messages including those sent to the Betting Card holder through worldwide web platforms including "Whatsapp" and "WeChat".

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

40. A person who is not a party to this contract between the Betting Card holder and the Company under these Terms and Conditions, shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B).

41. The Betting Card and the operation thereof, and these Terms and Conditions shall be governed by the laws of Singapore, and the Betting Card holder hereby agrees to submit to the non-exclusive jurisdiction

42. The Betting Card holder shall not use the Betting Card for the Prohibited Purposes. The Company reserves the right to suspend and/or terminate the Betting Card without notice, and/or to refuse, discontinue or reverse any betting placed through the Betting Card should the Company have reasons to believe that the Betting Card has been used for the Prohibited Purposes. The Betting Card holder shall be deemed aware of the legal consequences of engaging in any activity relating to the Prohibited Purposes, including but not limited to criminal liability under the Penal Code (Cap 224), the Terrorism (Suppression of Financing) Act (Cap 325) and the Corruption, Drug Trafficking And Other Serious Crimes (Confiscation of Benefits) Act