



www.BataviaBets.com /Powered by eBet Technologies, Inc.

TERMS AND CONDITIONS

The New York State Gaming Commission, have approved this service. It is not intended to be an offer or solicitation in those states where prohibited. Please read the following thoroughly and with great care and attention. If you disagree with any of the terms and conditions, we ask that you do not use this site or service.

This website is powered by eBet Technologies, Inc. in conjunction with Western Regional Off Track Betting Corporation, www.BataviaBets.com ("BataviaBets.com"). It should be clear that BataviaBets is approved by the New York State Gaming Commission.

It is understood and agreed by you the reader that hereinafter the use of the verbiage BataviaBets, BataviaBets.com and/or eBet Technologies is one in the same, interchangeable and contain the same meaning.

Your access to and use of the web site is subject to the following terms and conditions of use and all applicable State and Federal laws. By accessing the web site, you accept, without limitation or qualification, these Terms and Conditions. Please note that section headings are for your convenience only and have no legal effect.

PRIVACY POLICY

For the privacy and protection of account holders, BataviaBets nor eBet Technologies, will not disclose any information regarding an account holder's betting activity unless required by law.

By law, each account holder must immediately notify BataviaBets of a change in the state of residency by calling 1 800 724 4000 and by submitting a signed change of information form. If an account holder moves to a state where the State of New York, or Federal law prohibits wagering activity for any reason, BataviaBets.com is required to terminate the account and return all remaining funds.

BataviaBets accounts are for the personal use of the registered individual account holder only and are not transferable. BataviaBets reserves the right to void any wager if there is reason to believe that someone other than the registered account holder placed a wager via the BataviaBets wagering system.

In order to protect your account from unauthorized access, repeated attempts to access an account with an incorrect PIN or account number will result in your account being locked. To unlock your account you will need to contact the business office at 1 800 724 4000 who will ask you a series of questions including your PIN to verify your identity. For your protection, do not disclose your PIN to anyone.

All BataviaBets, telephone conversations and transactions are recorded and confidentially stored to protect the customer. BataviaBets will resolve disputes, whether account or betting related, after a review of any recorded conversations and any record generated by BataviaBets, eBet Technologies and United Tote wagering systems. If the account holder is not satisfied with the determination of BataviaBets.com, the account holder may contact the New York State Gaming Commission at (518)388-3300.

APPLICATION REQUIREMENTS

Upon acceptance and completion of the application process, you will become an account holder. By becoming an account holder, you certify, agree and accept the following:

You have read and agree to use the account in accordance with the Terms and Conditions set forth and acknowledge any and all other agreements between you and BataviaBets, including BataviaBets Privacy Policy. You represent and warrant that you are at least 18 years of age.

You will provide BataviaBets with accurate and complete primary residential information including your full legal name, residential address, and email address.

Any changes to the above-mentioned account information must be reported in writing to BataviaBets within ten (10) days after such change. You will provide BataviaBets with your accurate and correct Social Security number and date of birth. You agree to pay all charges posted to your account for the services provided under this Agreement. Procedures for cancellation of this agreement are provided below. You authorize BataviaBets to verify account holder information provided using a third party consumer database. This authorization will remain in effect and BataviaBets may verify your account holder information periodically, until such time as you notify BataviaBets, in writing that you wish to cancel your account. You agree to allow BataviaBets to use your information to open an advance deposit wagering account on your behalf as required by Law or contract.

DEPOSITS

Deposits to your account can be made by cash, credit card, debit card, personal check, money order, cashier's check, bank wire transfer. As BataviaBets adds additional methods of deposit, we will notify our customers.

Cash is accepted for deposits at select E-Z Bet and full service Western Regional Off Track Betting locations, and Batavia Downs Simulcast Center.

BataviaBets accepts personal checks by mail or in person at a designated mutuel window located at select E-Z Bet and full service Western Regional Off Track Betting locations, and Batavia Downs Simulcast Center. All personal checks are subject to a 5 business day hold period to enable check clearance. In the event of a check is returned for any reason, all returned checks will be subject to a \$25.00 returned item service charge. If there are more than 2 occurrences for receiving a returned item from an account holder, only cash deposits will be accepted from this account holder.

BataviaBets accepts money orders and cashier's checks by mail or in person at a designated mutuel window located at select E-Z Bet and full service Western Regional Off Track Betting locations, and Batavia Downs Simulcast Center. All money orders and cashier's check are given immediate credit after confirmation of validity. In the event a check is returned for any reason, all returned checks will be subject to a \$25.00 returned item service charge.

Credit card deposits are credited upon authorization from the issuing bank. Please note that additional restrictions and regulations may apply for certain jurisdictions. BataviaBets reserves the right to enforce additional restrictions at its sole discretion. Deposits by credit or debit cards may be made only by the account holder.

BataviaBets utilizes the Admeris Payment Systems for debit/credit deposits. Admeris Payment Systems is a provider of secure electronic payment processing; specifically credit/debit card processing that is built-in to the current "Account Funding" section. Admeris may be utilized for deposits only, and only those account holders properly verified through our identification verification process will have access to this service, with a flat 4.5% fee levied on all deposits. Players will not have the option to store their credit information within the platform, and are responsible for depositing at least \$10 through this option. The information on the credit/debit card must match the player's official BataviaBets account information to successfully process.

Bank wires can be used by the account holder to facilitate a deposit. Once your BataviaBets account is open, you can make a deposit by sending us a wire from your bank by utilizing the following data to facilitate the wire:, Wire Routing #: Contact the Business Office, Account Name: Batavia Downs Racing, Inc. and Account #: Contact the Business Office.

Include account holder's full name and the BataviaBets account identification number. You will be charged a processing fee of \$35 by the BataviaBets bank which will be deducted from the amount you wired. When the business office is notified that the wire has been received, the funds will be immediately deposited into your account.

WITHDRAWALS

Withdrawal requests can be facilitated by mailing, faxing or hand delivering a withdrawal request form to the business office or at a designated mutuel window at select E-Z Bet and full service Western Regional Off Track Betting locations, and Batavia Downs Simulcast Center with acceptable photo ID. All mailed or faxed withdrawal requests are processed from the business office within five business days of request and drafted in the account holder's legal name, and sent to the account holder's official address on file. In addition to the above listed methods, the account holder can request a withdrawal by means of a bank wire.

For a bank wire, the account holder can make a withdrawal by utilizing the following procedures:

- Log into your wagering account.
- Click on the red "Fund" tag located in the upper right corner of the wagering interface.
- Under the withdrawal section click the option of "Bank Wire".
- You will then be prompted to acknowledge a fee. If you wish to pay the fee you will need to click on the "proceed" tab. If you do not wish to proceed, click "cancel" which will take you back to the list of withdrawal options.
- Upon proceeding you will be requested to provide a list of data including but not limited to your personal information, address, amount of wire, and bank name and address. All data requested must be completed.
- Click "Proceed".
- Verify information you entered. Once verified click "Proceed".
- Wait for the transaction confirmation page. (Print for your records)

Notes: A Customer Service Representative will process your wire request the next business day.

BataviaBets will deduct from your players account a \$ 20 wire transfer fee. If \$20 is not available in your account to cover this fee, the wire will not be processed. Also please check with your bank for any charges they may have.

Wires returned to transmitting entity will be charged \$25.

WAGERING

Account Holders may place wagers with BataviaBets.com through the internet at www.BataviaBets.com. Account holders may only wager up to the balance of their wagering accounts. All approved wagers are withdrawn from the account holder's wagering account prior to submission of the wager. Credits for winning wagers are deposited into the account holder's wagering account after the official results have been posted by the host track. BataviaBets reserves the right to reject any wager for any reason at its sole discretion. All wagers placed from non-betting jurisdictions shall be rejected.

All denied or rejected wagers requests due to tote error, track error, communications complications, pool merge failure, or any other technical difficulties shall be canceled, and the betting amount refunded to the account holder's account. BataviaBets reserves the right to cancel any bet and refund the bet amount to the account holder's account.

In the event the wagering information (wager) an account holder provides to BataviaBets via eBet Technologies is not transmitted to, received by, or otherwise accepted by the host racetrack for any reason (including, but not limited to mechanical, communication and human error or failure), no wager will have been placed (or deemed to have been placed) on behalf of the account holder at the track and no money will be debited from the account holder's account. Under no circumstances will BataviaBets.com or eBet Technologies, Inc. "book" the wager, or otherwise be held responsible for the information not being transmitted to, received by, or otherwise accepted by the racetrack. BataviaBets reserves the right to refuse any wager or terminate an account at any time and for any reason.

In the event multiple "official" prices are posted by the racetracks (as a result of miscalculation of payoffs by the track, an error by the state judges, or any other reason), BataviaBets will ascertain the final "official" prices from the racetrack and will make any adjustment to its account holders accounts necessary to correct any incorrect debits or credits made to the account holders account as a result of receiving the non-final "official" prices.

All wagers are made through the United Tote wagering system and are sent into combined pools at the host track. Minimum wagers are determined by the "host" track rules as offered by the host tracks tote system. Wagers cannot be cancelled once they have been verified and accepted by the account holder and/or once the phone call is terminated or submitted via the wagering interface. Proceeds from successful wagers will be credited into your account as soon as each race is posted as "official". BataviaBets customer accounts bear no interest.

Requests for information, questions, account reconciliation, withdrawals, etc. must be made to the Customer Service Representatives who can be reached at 1 800 724 4000.

TAX REPORTING'S AND WITHHOLDINGS

In accordance with IRS laws, any wager resulting in winnings of at least 300 times the amount wagered into a single pool must be reported to the Internal Revenue Service. All winnings subject to reporting and/or withholding shall be reported and/or withheld by BataviaBets.com and a copy of the W2-G Form summarizing the information shall be sent to the account holder for tax purposes.

USE OF THE SERVICE

Only authorized ACTIVE account holders shall have access to services provided by BataviaBets and eBet Technologies. Any wagers placed by a person other than the account holder is strictly prohibited and will give BataviaBets the right to terminate your account immediately. You are legally responsible for all wagers placed from your account using your account identification number and PIN over the phone or online with you bearing full responsibility for maintaining the confidentiality of your account number, PIN and password.

Account holders shall not use the service, or permit others to use the service, in any way that violates any Federal or State Laws or Regulations. Violations of Federal or State Laws may subject Account Holders to civil and/or criminal penalties.

Account Holders shall be responsible for all charges to their account. BataviaBets will not be responsible, under any circumstances, for any unauthorized usage of an Account Holder's Advance Deposit Wagering Account with BataviaBets.com 's licensed online wagering platform or the BataviaBets.com Mobile Wagering Application.

ACCOUNT HOLDERS ARE ADVISED THAT IN THE EVENT OF A CRIMINAL INVESTIGATION BY STATE OR FEDERAL AUTHORITIES OR REGULATORY INQUIRY PURSUANT TO BATAVIABETS.COM'S LICENSES, THE ACCOUNT HOLDER WAIVES ANY AND ALL RIGHTS TO ACCOUNT HOLDER INFORMATION AND DATA IN BATAVIABETS.COM'S POSSESSION, AND ACCOUNT HOLDER SPECIFICALLY AUTHORIZES BATAVIABETS.COM TO DISCLOSE SAID DATA AND INFORMATION TO LAW ENFORCEMENT AUTHORITIES. ACCOUNT HOLDER RELEASES BATAVIABETS.COM OF ALL LIABILITY IN THIS REGARD TO THE FULL EXTENT POSSIBLE BY LAW.

LIMITATION OF LIABILITY

Although BataviaBets diligently updates all track and wagering information periodically, in no way shall BataviaBets.com be liable for damages whether direct, indirect, incidental, exemplary, punitive, special or consequential, including, but not limited to loss of revenue, anticipated profits or other economic loss, whether foreseeable or not, in connection with or arising out of the availability, existence, furnishing or functioning of any services or information provided, including but not limited to omission or misstatements of track program, past performances and late changes of race information.

In addition with multiple processing of complex data and reliance upon information acquired from multiple sources errors and omissions can and do occur despite commercially reasonable efforts to avoid them. BataviaBets.com expressly disclaims any responsibility or liability for any loss or damages resulting to you the player or to any third party from errors or omissions in the data provided.

BataviaBets shall not be liable for any loss or damage, delay in performance or nonperformance caused by equipment malfunction or breakdown, information unavailability, strikes or other labor disputes, riots, fire, insurrection, war, failure of carriers, the elements, accidents, acts of God, or any other causes beyond BataviaBets.com's control whether or not similar to the foregoing.

BataviaBets may, in its sole discretion, modify, alter or discontinue the service or limit, terminate or suspend account holder use of the account as per New York State Gaming Commission Rules and Regulations.

BataviaBets encourages responsibility in gambling behavior. If you or anyone you know has a gambling problem, or suspect they may have a gambling problem please contact the National Council of Problem Gambling toll free at 1-800-522-4700.

All account wagering rules, policies, terms, conditions and procedures are subject to change by BataviaBets at any time. It is the account holder's responsibility to be aware of all betting rules, policies, terms, conditions and procedures, including any subsequent changes.

IF YOU DISAGREE WITH ANY OF THE TERMS OR CONDITIONS OF USE OF THIS SITE OR SERVICE DO NOT OPEN AN ACCOUNT OR WAGER ON THIS SITE!

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