



A service of eBet Technologies

## 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 web site is powered by eBet Technologies, Inc. in conjunction with Western Regional Off-Track Betting Corp. It should be clear that Western Regional Off-Track Betting Corp. 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 of BataviaBets, BataviaBets.com, Western Regional Off-Track Betting Corp 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 800-724-4000. If an account holder moves to a state where the State of New York or Federal law prohibits wagering activity for any reason, BataviaBets 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 on 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 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 Tote wagering systems. If the account holder is not satisfied with the determination of BataviaBets, the account holder may contact the New York State Gaming Commission at 1-518-388-3300.

## **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, telephone number and email address. Any changes to the above-mentioned Account information must be reported to BataviaBets within ten (10) days after such change. You will provide BataviaBets with an 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 credit card, debit card, personal check, PayNearMe, money order, cashiers check, wire transfer, EFT transfer and cash where available. As BataviaBets adds additional methods of deposit, we will notify our customers.

Credit card deposits are credited upon authorization from the issuing bank, and are limited to \$1,000 per day, \$3,000 per seven days, and \$5,000 per 30 days. Please note that additional restrictions and regulations may apply for certain jurisdictions. BataviaBets reserves the right to enforce additional restrictions at its sole discretion.

BataviaBets accepts personal checks by mail. All personal checks are subject to a hold period to enable check clearance (generally five [5] business day hold. In the event of a check being returned for insufficient funds, all returned checks or returned EFT (Electronic Checks) will be subject to a \$25.00 returned item service charge.

BataviaBets accepts money orders and cashiers checks by mail. All money orders and cashiers check are given immediate credit after confirmation of validity.

Wire transfers must be drawn on an account for which the Account Holder is an owner. All wire transfers are funded immediately upon receipt of confirmation. Account Holders may be held liable for any transfer fees imposed by the transmitting or receiving entity and the charges shall be deducted from the Account Holders Account. Wires returned to transmitting entity will be charged a \$100 processing fee.

In order to fund your Account using EFT transfers, Account Holders must complete the online EFT Deposit procedure located within the "Fund" section of the online wagering interface. All EFT deposits are subject to a predetermined processing/hold period of seven business days. Your funds will be deposited seven business days from the time the Business Office receives notification from your bank that the funds have been processed.

## **Withdrawals**

Withdrawal requests can be facilitated by using the BataviaBets' website or by calling the Business Office. In addition, you may mail or fax a Withdrawal Request Form to the Business Office. Account Holders must authenticate themselves prior to any withdrawal request. Withdrawals are available by check, wire or EFT transfer. All withdrawal requests are processed within five business days of request and drafted in the Account Holders legal name, and sent to the Account Holders residence address on file, or to the checking account designated in the EFT Authorization Form used to establish their EFT account.

## **Wagering**

Account Holders may place wagers with BataviaBets by telephone, or through the internet at [www.BataviaBets.com](http://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 Holders account. BataviaBets reserves the right to cancel any bet and refund the bet amount to the Account Holder 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 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 800-724-4000.

## **Tax Withholding's and Reporting**

In accordance with IRS laws, any wager resulting in winnings of \$600.00 or more must be reported to the Internal Revenue Service, if the amount of winnings is at least 300 times the amount wagered. In addition any wagers resulting in winnings over \$5,000.00, is subject to reporting and withholding if the amount of winnings is at least 300 times the amount wagered. All winnings subject to reporting and/or withholding shall be reported and/or withheld by BataviaBets and a copy of the W2-G Form summarizing the information shall be sent to the Account Holder for tax purposes.

## **Use of this 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 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' licensed online wagering platform, or the BataviaBets Mobile Wagering Application (when applicable).

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

## **Limitation of Liability continued**

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' 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 have 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 BataviaBets' 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!**