

GOLDCHIP LTD TERMS AND CONDITIONS

1 INTRODUCTION – PARTIES AND CONTRACT TERMS

- 1.1 The Terms and Conditions below, in conjunction with our Privacy Policy¹ and any rules applicable to specific betting products, set out the rules which govern the relationship between you as a customer (“you”/“your”) and Goldchip Limited (“we” / “us” / “Goldchip”).
- 1.2 The address for all correspondence with Lister House, Lister Hill, Horsforth, Leeds, LS18 5AZ . By completing and signing or accepting and filing the registration form with Goldchip, you confirm that you have read these Terms and Conditions and that you are entering a legally binding agreement with Goldchip as set out in these Terms and Conditions.
- 1.3 These Terms and Conditions may be varied from time to time by Goldchip. In case of amendment, Goldchip will publish the updated Terms and Conditions on our website. Your continued placing of bets after the revised Terms and Conditions are published will be deemed to be your acceptance of the revised Terms and Conditions.
- 1.4 Any other variation in these Terms and Conditions applying as between Goldchip and a specific customer will only be binding to the extent agreed in writing between those parties.
- 1.5 Goldchip is a bookmaker and is licensed as a betting operator by the UK Gambling Commission (000-02823). You must ensure when placing bets with Goldchip that at all times you are in compliance with the laws of any jurisdiction which applies to you. If you are spending time in a country where betting is prohibited or where internet or telephone gambling is illegal, you must not place bets with Goldchip during that time.

2 DEFINITIONS

- 2.1 Throughout these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the meanings given below:

“Administration Fee” means the fee levied on a Dormant Account that has a positive balance, calculated as 5% of the total balance at the time the fee becomes payable.

“Account” means the account which you may have at any time with Goldchip for the purpose of entering into a Bet or Bets.

“Ante Post Bet” means a Bet placed prior to the day of the event.

“Ante Post Prices” means those prices for horse racing or greyhound racing offered prior to the overnight declaration.

“Bet” means the hazarding of a stake on an event of uncertain outcome and includes all forms of betting transactions with Goldchip.

¹ Link to separate privacy policy and other ‘sportsbook’ rules/terms?

“Dormant Account”	means an account that has been Inactive for [180] consecutive days.
“Each Way Bet”	means a Bet comprising two wagers, in which the first wager is won if the selection you make wins the event outright, and the second wager is won if the selection you make finishes in a Placed Position.
“Inactive”	means any period where you fail to either make a successful deposit or place a bet with Goldchip.
“Placed Position”	means those finishing positions confirmed by Goldchip to you at the time that the bet is confirmed as positions in respect of which an Each Way Bet may be won.
“In Running Bet”	means a Bet in respect of a live event which is placed during that live event.
“Off-Time”	means the official off-time of the event or, where the official “off” is not announced, the advertised start time.
“Starting Price Bet”	means a Bet to which the odds declared as the official starting price in place at the Off-Time will be applied.
“Security Information”	means the customer’s confidential password and pin number.
“Services”	means the bookmaker’s services offered by Goldchip to you.

3 REGISTRATION AND YOUR RESPONSIBILITIES

- 3.1 When you open a Goldchip Account, you must provide all the necessary details required for us to comply with our “know you client” and anti-money laundering obligations including but not limited to: your full name, residential address, a contact telephone number and your bank details, a photo ID in the form of either passport or driving licence, a utility bill (or similar proof of address) dated during the last 3 months. Goldchip may also require further information from you for the purpose of verifying your details. All of the information that you provide will be held in confidence by Goldchip, except to the extent that disclosure is required by a regulator, through statutory requirement or as a result of legal proceedings.
- 3.2 Goldchip reserves the right to amend its verification procedure in clause 3.1 at any time.
- 3.3 Goldchip reserve the right to perform credit checks on clients requesting an account.
- 3.4 No person under the age of 18 years may open or hold an Account with Goldchip and by agreeing to these Terms and Conditions, you confirm that you are over the age of 18.
- 3.5 Goldchip reserves the right to refuse to open an Account or to terminate or suspend any Account in its discretion.
- 3.6 No person may have more than one Account.

- 3.7 You agree not to place bets on behalf of a third party, or as a result of collusion with a third party any other person's behalf. If Goldchip has reasonable grounds to suspect that you are acting in collusion with a third party or placing bets on behalf of a third party it reserves the right to take any of the actions specified in clause 14.4.

4 SECURITY

- 4.1 Upon registration, you will be issued with your Security Information for the purpose of ensuring that your Account is secure and can only be accessed by you. The Security Information must not be disclosed to any third party. Should you become aware that a third party has come into possession of the Security Information, you must inform Goldchip immediately.
- 4.2 Upon opening an account with Goldchip you will be provided with a designated telephone number to call or text when placing a bet. Goldchip then require you to identify yourself using your personal pin during each call or text to prevent unauthorised use of your account.
- 4.3 If another party has accessed your account and Goldchip are not immediately informed by you by telephone, your account may be frozen and stakes and monies on the account maybe withheld and forfeited.
- 4.4 If any of your personal bank account details or other relevant financial information changes, you agree to inform us immediately, as failure to do so may result in transactions being declined by your financial institution. Goldchip will not accept any liability or responsibility for transactions which are declined as a result of incorrect details. Should your debit or credit card be lost or stolen, you agree to notify us immediately by telephone.

5 RESPONSIBLE GAMBLING

- 5.1 Upon registration with Goldchip, you will be provided with information about how to engage in responsible betting behaviour. You should retain this information throughout the time that you are a customer.
- 5.2 Your registration with Goldchip is conditional upon responsible betting behaviour.
- 5.3 Goldchip reserves the right to close or suspend any Account if it has reason to believe that the Account is being used irresponsibly.

6 SELF EXCLUSION

- 6.1 At your request, Goldchip will suspend your Account for a minimum period of 6 months (the "Self Exclusion Period"). During the Self Exclusion Period, it will not be possible for you to place any Bets with Goldchip, or for the Account to be re-opened for any reason. Any funds in credit that are held in the Account will be returned to you at the start of the Self Exclusion Period. Monies owed by you to Goldchip will remain owing and must be paid at the commencement of the following month. Should you wish to re-open your Account at the end of the Self Exclusion Period, Goldchip will impose a 24-hour cooling-off period between receiving notice of your intention to re-open your Account, and confirming this action with you. Until such confirmation is received, the Account will remain suspended. Goldchip supports the work of Gamcare and makes regular donations to the Responsible Gambling Trust.

7 SEGREGATION OF CUSTOMER FUNDS

- 7.1 Goldchip is required under the terms of its operating licence to inform customers about the status of funds which Goldchip holds on account for you, and the extent to which funds are protected in the event of insolvency. Goldchip holds customer funds separate from company funds in a client account. These funds are not protected in the event of insolvency. This meets the Gambling Commission's requirements for the segregation of customer funds at the level of Basic Segregation. Before depositing money with Goldchip, you will be required to acknowledge that you have read and understood this condition.

8 ACCOUNT MANAGEMENT

- 8.1 Transactions to and from Goldchip and its Clients shall be made by means of cash, cheque, credit (a charge will be applied for credit card transactions) or debit card or BACS transfer. Any bank charges which Goldchip incur while processing payments will be deductible from the Account balance. Winnings will be paid directly to your Account. Goldchip reserve the right to deduct from those winnings any monies owed by you to Goldchip.
- 8.2 Goldchip may, at any time, undertake monitoring of any client to confirm that the Services are being used correctly in accordance with these Terms and Conditions and any applicable law. This may require the retention of information by Goldchip and its disclosure to third parties.
- 8.3 Goldchip reserves the right, in its absolute discretion, to refuse any payment or deposit from you at any time.
- 8.4 Account balances do not attract interest.

9 CREDIT ACCOUNTS

- 9.1 Goldchip may, at its absolute discretion, offer you credit for betting. These facilities and the terms on which credit is offered will be confirmed with you by Goldchip by telephone call or SMS communication before the facilities are made available. Should you reach the limit of the credit facility provided to you by Goldchip, you will be restricted from placing further bets with Goldchip until the balance has been reduced. By placing a bet with Goldchip, you acknowledge that you have entered into a legally binding obligation to pay the stake and to repay any credit facility made available to you by Goldchip. A customer will be able to decide whether to receive their statement by post, e-mail or SMS.
- 9.2 When a customer applies for a credit account, Goldchip will decide whether credit will be given and the amount of credit. The period over which it is to be extended ("Credit Period") is one month. Immediately following the expiry of any Credit Period, Goldchip shall provide a text message balance receipt. At the end of each calendar month, any winnings will be paid to you within 7 days and any losses must be paid to us within 7 days of your receipt of the above text message.
- 9.3 Any credit supplied to you in the context of this Agreement shall only be for the purpose of allowing you to make bets with Goldchip. If you wish to extend your credit limit, you must specifically request to do so and a decision will be taken on whether this application can be granted. If an extension to credit is approved, it cannot be implemented on your account for a period of twenty four hours. Goldchip will not allow clients to exceed their credit limits under any circumstances.
- 9.4 By applying for a credit account, you warrant and represent to Goldchip that:

- (a) you are skilled and experienced in placing bets similar to those which may be placed and settled through Goldchip and have not excluded yourself from betting at any gaming establishment of any sort within the last 5 years;
- (b) have access to readily realisable funds equivalent to the credit limit applicable to this credit agreement and our provision of credit to you; and
- (c) there is no matter currently in existence which to your knowledge is likely to adversely affect your ability to repay any credit sum lent to you under this credit agreement.

9.5 You agree to indemnify Goldchip on a pound for pound basis in respect of all losses, claims, costs and expenses arising directly or indirectly from your breach of this Credit Agreement or its enforcement or recovery of sums owed.

9.6 The Gambling Act 2005 makes gambling contracts enforceable by law. Should Goldchip offer you credit and you default on any monies owed, Goldchip will contact you requesting payment by a given date. Should Goldchip not receive payment by this date, or Goldchip do not enter into an agreement for the repayment of the debt, Goldchip reserve the right to charge 5% interest above the Bank of England Base Rate and/or pass the debt on to a third party that will collect the money on Goldchip's behalf plus any additional costs incurred. Goldchip also reserve the right to issue civil proceedings against you in the courts for the recovery of the monies owed plus any interest applicable, and all of our legal costs associated with this course of action.

9.7 Should you become uncomfortable with having a credit account, or wish to lower your limit, please let Goldchip know immediately. Goldchip reserve the right to withdraw a credit facility at any time without giving a reason.

10 BETS – SPECIFIC RULES

10.1 The maximum pay out on an individual single bet will be £50,000, £75,000 for doubles, £100,000 for trebles and £150,000 for accumulators unless otherwise advised by Goldchip.

10.2 Unless otherwise stated at the time of acceptance, Ante-Post Bets are accepted by Goldchip on an 'all-in run or not' and 'all in – enter or not' basis. Selections not taking part in the race or event will be considered losing selections. Ante-Post Bets placed after the overnight declaration stage or selections which do not take part in the race or event will be void and stakes will be returned. Ante Post Bets on horse racing will be rendered void and any selections involved in an accumulator will be considered to be a non-runner if any one or more of the following events occurs:

- (a) the race is abandoned;
- (b) the race is officially declared void;
- (c) the venue is altered;
- (d) a horse is balloted out under the Jockey Club's Rules of Racing; or
- (e) the conditions of the race are altered after the bet is placed as defined in Tattersall's Rules of Betting.

- 10.3 Bets made with Goldchip are placed on the basis of odds published by Goldchip at the time that the bet is placed. In the event of an incorrect price being quoted or attributed, Goldchip reserve the right to correct such errors by settling the bet at the price prevailing at the time of acceptance or at starting price whichever is greater.
- 10.4 The odds offered are subject to fluctuation until the Off-Time of the relevant event. Those odds notified to the Client at the time that the bet is accepted will apply to the bet unless the Client has confirmed to Goldchip that he wishes to place a Starting Price bet.
- 10.5 Excluding In-Running Bets, no bet will be accepted after the appropriate Off-Time and a bet placed after the Off-Time will be deemed void. To place an Each Way Bet, you must confirm this intention with Goldchip at the time that the bet is placed. No changes to any bet will be permitted once the bet has been confirmed by the Client and accepted by Goldchip.
- 10.6 Goldchip reserves the right to refuse to accept any Bet where in its absolute discretion it considers the Client to be in a position to influence the outcome of the Bet, whether directly or indirectly.
- 10.7 Goldchip reserves the right to void any Bet or other transaction where it considers, in its absolute discretion that the Client or any other individual is acting or seeking to act in conspiracy or concert to influence the outcome of the Bet.
- 10.8 Once a Bet has been received, Goldchip will send a "Bets On" message confirming that the Bet has been accepted.
- 10.9 In the event of any dispute as to time of placing or the content of any Bet, the transaction records kept by Goldchip shall be deemed to be conclusive except in respect of manifest error.

11 Rule 4

- 11.1 If a horse is withdrawn after the final declaration stage and before coming under starter's orders, or is officially deemed by the starter to have taken no part in the race, stakes will be returned on the withdrawn horse and winning bets will be subject to deductions in accordance with Tattersalls Rule 4.
- 11.2 The rate of deduction will be based on the following scale: -
- (a) 1/9 or shorter - 90p
 - (b) 2/11 to 2/17 - 85p
 - (c) 1/4 to 1/5 - 80p
 - (d) 3/10 to 2/7 75%
 - (e) 2/5 to 1/3 - 70p
 - (f) 8/15 to 4/9 - 65p
 - (g) 8/13 to 4/7 - 60p
 - (h) 4/5 to 4/6 - 55p

- (i) 20/21 to 5/6 - 50p
- (j) Evens to 6/5 - 45p
- (k) 5/4 to 6/4 - 40p
- (l) 13/8 to 7/4 - 35p
- (m) 15/8 to 9/4 - 30p
- (n) 5/2 to 3/1 - 25p
- (o) 10/3 to 4/1 - 20p
- (p) 9/2 to 11/2 - 15p
- (q) 6/1 to 9/1 - 10p
- (r) 10/1 to 14/1 - 5p
- (s) over 14/1 No deduction

11.3 In the event of there being two or more withdrawals in one event, the total deduction shall not exceed 75%.

11.4 Example

You take an early price of 10/1 with a £100 stake. After your bet has been made and accepted, a non-runner is declared at 5/1. Your horse wins. Had the non-runner not been declared you would have received back your stake £100 plus your winnings $£100 \times 10 = £1000$. However due to the reduction for the withdrawal of the other horse you must adjust your winnings by subtracting 15p in the pound. ie you only win 85% of what you would have. $£100 * (10 * 0.85) = £850$ If a horse is withdrawn and a new market is formed, all bets placed at show prices prior to the new market will be subject to the above deductions.

11.5 If two or more horses are withdrawn before coming under starter's orders, the total deductions shall not exceed 90p in the £.

11.6 If further horses are withdrawn after a new market has been formed, bets placed at show prices prior to a new market being formed will be subject to a further deduction based on the prices of all withdrawn horses. Bets placed in the new market will be subject to a deduction based on the current price.

11.7 If the total deduction on the market is 5p in the £ or less, the deduction will be waived.

11.8 All results shall be as published and confirmed by the Press Association. Computer Straight Forecasts are accepted in races of three or more runners. Forecasts will be made void if a non-runner is included. Tricast bets are available on all handicap races provided eight or more horses are declared to run and six actually run. In tricasts containing a non-runner the total stake will be invested as a straight forecast on the remaining two selections in the order given. With two non-runners the bet will be made void. If a tricast bet is accepted where fewer than four runners take part in the

race, it will be settled as a Computer Straight Forecast on the selections nominated to finish 1st and 2nd, with the selection nominated to finish 3rd ignored.

12 CORRECTION AND ERRORS

12.1 Account Correction

Where, in respect of any bet or an event within a bet, we make an error (whether human or otherwise), we will be entitled to declare the transaction void and withhold any payments.

If we wrongly pay an amount to you or we pay you more than the amount to which you are properly entitled you agree to repay to us immediately upon request from us the amount which has been wrongly paid or overpaid to you.

It is your responsibility to notify Goldchip of such an error without delay. We have the authority to adjust your account to reflect the true outcome and rectify the error. An example of such an error might be where a price is incorrect, a bet is late, a failure occurs in one of our systems or where we enter a result of an event incorrectly.

12.2 Errors in relation to Sportsbook markets

We make every effort to ensure that we do not make errors in accepting bets. However, if as a result of human error or system problems a bet is accepted at a price (which includes the odds, handicap provisions and other terms or details of the bet) that is either:

- (a) materially different from those available in the general market at the time the bet was made; or
- (b) clearly incorrect given the chance of the event occurring at the time the bet was made,

then we will pay winnings at the correct price.

To establish the correct price we will consider prices available in the general market at the time the bet was made, including the prices offered by other Bookmakers. For example of circumstances where this would apply are:

- (a) the price is recorded as 100-1 when the price on offer in the general market is 10-1; or
- (b) the margins for handicap betting have been reversed.

13 BONUSES

13.1 When opening a deposit account, you may be entitled to a bonus of up to 50%. The Terms and Conditions for this bonus are as follows:

- (a) The bonus will be applied on your first deposit from £1,000 to £10,000 and credited to your account.
- (b) You will need to turnover three times the amount of your deposit and bonus before a withdrawal can be made.

- (c) Bets that qualify towards the turnover requirements must be placed at odds of 4/6 or greater. Bets placed at odds that are lower than 4/6 will not count towards the turnover requirement.
- (d) Should you choose to withdraw your funds prior to the turnover requirements being met, any profit made and the bonus funds shall be made void.
- (e) Goldchip reserve the right to withdraw the availability of any offer or all offers to any customer or group of customers at any time and at Goldchip's sole and absolute discretion.
- (f) Goldchip reserve the right to amend the terms of or cancel any customer offer or promotion at any time.
- (g) Withdrawals for deposit accounts can only be requested on a Monday.

14 WITHHOLDING PAYMENT

- 14.1 We reserve the right to withhold payment and to declare bets on an event void if we have evidence that any of the following has occurred:
- (a) the integrity of the event has been formally called into question;
 - (b) the price(s) or pool has been manipulated;
 - (c) match rigging has taken place;
 - (d) reasonable suspicion or evidence of misuse of inside information;
 - (e) you were under 18 years of age when you placed the bet;
 - (f) you were in a jurisdiction (or a resident of a jurisdiction) that renders the provision of our products or services to you or your use of them illegal when you placed the bet; or
 - (g) we have not been able to verify your identity and address.
- 14.2 If at any time Goldchip has a reasonable basis to suspect that any activity taking place in relation to your account including without limitation the placing of bets or the transfer of money to or from your account is potentially fraudulent, collusive or otherwise suspicious, you may be requested to provide us with additional information and evidence of source of funds, information provided in relation to the betting, the overall circumstances of the gambling and further evidence of identity and address. Failure to provide such information in a timely fashion may lead to the suspension or closing of your account without further notice.
- 14.3 If you owe any money to us for any reason, we have the right to take that into account before making any payments to you or permitting you to withdraw any funds from your account.
- 14.4 At any time, Goldchip is permitted to suspend an Account and conduct a review of all transactions on that Account. If you are found to be in breach of any of the terms set out in these Terms and Conditions, Goldchip shall be entitled in its discretion (acting reasonably) to take one or more of the following courses of action:

- (a) close or suspend your Account ;
- (b) remove your rights to any bonus;
- (c) remove your rights to any promotional offer; and/or
- (d) confiscate any winnings.

15 LIABILITY

- 15.1 Nothing in these Terms and Conditions shall exclude or limit Goldchip's liability for: death or personal injury resulting from Goldchip's negligence; fraudulent misrepresentation; or liability that cannot be excluded or limited by law.
- 15.2 Goldchip provides the Services on an "as is" and "as available" basis and no representations or endorsements of any kind are made.
- 15.3 Goldchip will not be liable in contract, tort (including but not limited to negligence) or otherwise in connection with the Services for: loss of revenue, contracts, data, profits (direct or indirect), loss of opportunity, business or anticipated savings; any special or indirect or consequential loss; or any loss of goodwill or reputation.
- 15.4 In particular, Goldchip accepts no liability for harm or loss sustained as a consequence of system failure howsoever occurring preventing you from placing bets with or otherwise contacting Goldchip.
- 15.5 Goldchip accepts no liability to pay out on any bets placed by any third party as a result of disclosure of your Security Information or otherwise.
- 15.6 Goldchip makes every effort to ensure complete accuracy in its dealings with you but accepts no liability for harm or loss sustained as a consequence of errors or omissions in the disclosure of information in respect of selections, times or odds applicable to bets placed.
- 15.7 Should your instructions in respect of any bet contain ambiguity, Goldchip reserve the right to divide the stake between each of the possible outcomes. Goldchip's decision in this regard shall be final.
- 15.8 You accept sole responsibility for reporting any winnings or losses arising from the Services to the relevant tax or other authority as may be required by law.

16 DORMANT ACCOUNT POLICY

- 16.1 Where a Dormant Account has a balance of zero, the account will be closed and no fee shall apply.
- 16.2 Where a Dormant Account has a positive balance, Goldchip will take reasonable steps to notify you that the account has become dormant. Goldchip is entitled to rely on the most recent contact information provided by you.
- 16.3 Any account that remains dormant for 180 days following Goldchip's first attempt to notify you in accordance with clause 16.2, will be subject to a monthly Administration Fee.

- 16.4 The monthly Administration Fee shall become payable on the expiry of the 28 day period referred to in clause 16.3 and every 28 days thereafter until either:
- (a) the account balance reaches zero; or
 - (b) the account is reactivated.
- 16.5 Subject to clause 3.5, Dormant Accounts may be reactivated by either making a successful deposit or by placing a bet.

17 DATA PROTECTION

- 17.1 You acknowledge and agree that Goldchip will hold information as to your name, address, contact details, payment details, credit history and betting behaviour ("Client Information"). You agree that Goldchip may rely upon this information in providing the Services to you. All correspondence, including SMS messages, passing between you and Goldchip, its officers and its agents may be recorded for security purposes ("Correspondence Records"). These records are confidential and will not be released to any third party unless in the course of dispute proceedings between you and Goldchip or in circumstances in which Goldchip is compelled by law to disclose the records to a third party.
- 17.2 Goldchip will hold your Client Information and Correspondence Records in strictest confidence at all times. Goldchip will use your data to provide the Services, to administer Accounts, to process Client transactions, to conduct risk management and for the prevention and detection of crime.

18 COMPLAINTS PROCEDURE

- 18.1 Should you have any unresolved disputes with Goldchip or the Services, please write to Goldchip Limited at Lister House, Lister Hill, Horsforth, LS18 5AZ . Any disputes which cannot be resolved in discussions and correspondence between you and Goldchip will be referred to an independent third party for resolution.
- 18.2 In the event that a dispute cannot be mutually resolved Goldchip are registered with IBAS. If, at the conclusion of our internal process a client is still dissatisfied, the client may refer the dispute directly to IBAS at www.ibas-uk.com.

19 FORCE MAJEURE

- 19.1 Goldchip will not be liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including force majeure events such as natural disasters, failure of IT, telecommunication or internet equipment, electrical failures, or acts of government or any other competent authority.

20 SEVERABILITY

- 20.1 If any provision in these Terms and Conditions is deemed by a competent authority to be illegal, invalid or unenforceable in any jurisdiction, that provision will be severed from the remaining terms of the Agreement, the validity or enforceability of which shall not be affected to the fullest extent permitted by law.

21 WAIVER

21.1 No course of conduct or dealing, failure or delay in exercising any rights or remedies provided under these Terms and Conditions, or under any law, does not constitute a waiver of such or any rights and remedies. A waiver given by Goldchip is only applicable to the specific instance or provision for which it is given and will not be valid unless expressly agreed in writing.

22 ENTIRE AGREEMENT

22.1 These Terms and Conditions and any other documents expressly referred to in them constitute the entire agreement between you and Goldchip and supersede any prior agreement whatsoever, whether made orally or in writing.

23 GOVERNING LAW

23.1 These Terms and Conditions are governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.