

## **Casino Terms and Conditions**

Version 1: Effective as of 09.12.2019

### **APPLICABILITY OF THESE RULES**

The following rules (the "Casino Rules") govern the end user's use of all the Bet9Ja (the "Operator") interactive games betting products and services (the "Games") offered via the "CASINO" tab of [www.bet9ja.com](http://www.bet9ja.com) and/or as Casino product at the Operator's land-based locations. They form part of the Operator's General Terms & Conditions, which apply to all the Games. By placing the Games Bet the customer accepts these Casino Rules. All bets on the Games ("Games Bets") accepted by the Operator are subject to these Casino Rules. Throughout the Casino Rules, references to "we", "our", or "us" refer to the Operator and references to "the customer", "you" or "your" refer to the end user. In the case of any inconsistency between the General Terms and Conditions and any of these Casino Rules, the General Terms and Conditions shall prevail.

### **GENERAL GAMES RULES**

These General Games Rules are supplemented by (and are deemed to include) rules relating to each specific game ("Individual Game Betting Rules") if such are applicable for a specific Game. Where there is any inconsistency between these Casino Rules and Individual Game Betting Rules, the latter will apply.

#### **1. Effective date of the Casino Rules**

These Casino Rules are effective as of 01 May 2014.

#### **2. Interpretation of the Casino Rules**

If there is any dispute over the interpretation of the Casino Rules the Operator's interpretation shall prevail.

#### **3. Betting method**

The Operator will accept Games Bets that are made online via your Account and/or at the Operator's land-based location. Please note that some Games may not be available both online and at the land-based locations. You will not need to use your Account to place Games Bets at the land-based location and the General Terms and Conditions shall apply to your eligibility to receive the winnings. All winnings for the Game Bets placed via the land-based location can be received only at the same land-based location where the relevant Game Bet was made. Any other betting method (eg telephone betting) will not be accepted.

#### **4. Valid Games Bets**

A Games Bet is deemed accepted only when the Operator has allocated an identification number (a "Bet ID") to it.

## **5. Betting history**

If you wish to view details of your Games Bets at any time, you may check the Bet List available within the relevant Game.

## **6. Random number generator**

To ensure that the Games are completely fair, all results are produced by a random number generator ("RNG"). The methodology of the Operator's RNG has been evaluated and certified by an independent third party testing company.

## **7. Connection failures during game play**

A 'Draw' is the selection of a result for a game on a random basis. Our games are defined as either "Draw On Demand" or "Common Draw" games.

- Draw On Demand Games - A game where the result is unique to each player (eg slot machines, video poker, keno and single-player roulette).
- If connection is lost whilst playing a single-stage Draw On Demand game (eg a scratchcard), the game will be completed automatically for you.
- If connection is lost whilst playing a multi-stage Draw On Demand game (eg a slot machine that has a bonus round), if your game has not yet entered the second stage before loss of connection, the game will be completed automatically for you. Should you have proceeded to the second stage, where possible your game details will be retained so that you can log back in and continue play.
- If, for technical reasons it is not possible to allow game play to continue on your return, in the case of an unfinished Casino game (eg Blackjack), your hand will be completed as a STAND and you must accept the result of the STAND whatever the outcome of the House hand. In the case of a non Casino game (eg a keno game), the game will be completed automatically. All bets will be settled (win or lose) in the usual manner.
- When connection is lost during a Draw On Demand game, only the current game is handled. If Auto Play was used by the customer to specify further games, the pending games will be cancelled. No funds will be removed from the customer's account in relation to the cancelled pending games.
- Common Draw Games - A game where more than one player is able to bet on the outcome of a specific draw, and the draw determines the results for all players (eg. common table roulette). In the case of Common Draw games, draws will proceed even if you are not logged in. Therefore, all Games Bets that were placed successfully prior to connection loss will be honoured and will be settled (win or lose) in the usual manner. If you reconnect to the game before all Games Bets are settled, any remaining unsettled bets will be visible in the bet slip.

- NOTE: In the case of a connection loss in respect of either a Draw On Demand game or a Common Draw Game, you will be able to see your bet details via your Bet List in the specific Game once you are reconnected.

## **8. Playing for real**

To play the Games for real money, you must login to your account using your username and password, as required by the General Terms and Conditions.

## **9. Playing for fun**

To play the Games for fun, select the Play for Fun option. You will then be able to play with virtual money. All winnings or losses will also be virtual.

## **10. Void bets**

In the unlikely event of a Games Bet being declared void, your original stake will be returned. MALFUNCTION VOIDS ALL PAYS AND PLAY. Any technical malfunction of any sort, including but not exclusively software, hardware or connection malfunction, will result in all affected Games Bets being declared void, irrespective of any indicative result. We further reserve the right to declare a Games Bet to be void if;

- Only partial or incorrect bet details are available;
- We have any suspicion that the customer is participating in fraud, collusion, money laundering or other illegal activities;
- We believe the customer to be under the age of 18 or below the legal age required for gambling in his or her jurisdiction;
- Acceptance of the bet would exceed set game limits;
- The stake amount is not available in the customer's account;
- An error (human or otherwise) or system failure results in incorrect odds being used;
- Technical faults such as communication failures, defects, interruptions, delays, viruses, denial of service attacks, or data corruption occur; or
- If a technical defect produces excessive or irregular winnings.

Should a bet be settled incorrectly due to error (human or otherwise) or system failure, the settlement will be deemed as invalid and will be reversed. Should the customer have insufficient funds in their account to allow this, the customer will be required to return the necessary amount to the Operator.

## **11. Games use**

The Games are to be used solely for personal entertainment. Any other use of the Games or any related elements (eg graphics, text, etc), including but not exclusively any business or

professional use, is strictly prohibited and is a direct infringement of the proprietary and other rights of the Operator, who may take any legal action to enforce such rights.

## **12. Complaints**

If you have a complaint regarding the outcome of a bet on any Game, contact the Customer Service team within 72 hours via the email address [cs@mybet9ja.com](mailto:cs@mybet9ja.com), setting out your complaint in full, including detailed timings. The Operator will investigate the complaint using data from its own systems. You hereby agree that the ultimate complaint decision rests with the Operator acting reasonably in the light of all the available evidence, and is final.

## **13. Liability**

You hereby agree that you shall have no cause of action and you hereby waive any rights or claims against the software developer of the Games for any matter, cause or thing involving your participation in the Games or otherwise. You hereby agree that you shall have no cause of action and you hereby waive any rights or claims against the Operator in respect of the use, misuse or abuse by you or by any third party of your account, or in respect of the conduct of other customers, or in respect of any technical faults or defects, including but not exclusively those set out in section 12 (VOID BETS). Whilst the Operator will take reasonable steps to cooperate with a customer who wishes to self-exclude, the customer hereby agrees that the Operator will not be liable if a self-excluded customer gambles with another operator, or if the self-excluded customer continues to gamble with the Operator using accounts with different or rearranged registration details, or if the customer otherwise tries to evade the effect of the self-exclusion. The Operator's total liability to you at any time shall not exceed the amount of Game Bet and the amount of the winning.

## **14. Changes to these rules**

The Operator reserves the right to change any of the Games and these Casino Rules (including any Individual Game Betting Rules) at any time in accordance with the General Terms & Conditions.