

# ***SPORTING INDEX***

## ***RULES BOOK***

# SPORTS



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## **SECTION 1**

### **ACCOUNT OPERATING RULES**

*Effective Date: 13 November 2009*

#### **1. Application of these Account Operating Rules**

Sporting Index Limited is authorised and regulated by the Financial Services Authority ('FSA') with FSA registration number 150404. Our registered address is Brookfield House, Green Lane, Ivinghoe, Leighton Buzzard, Bedfordshire LU7 9ES. Our Customer Services team may be contacted 24 hours a day, 7 days a week by telephone on 08000 969607 (ex-UK +44 20 7840 4050) or by email on [enquiries@sportingindex.com](mailto:enquiries@sportingindex.com).

**1.1** These account operating rules, the general sports rules, the individual sports rules, the complaints handling procedure and the privacy policy (together the 'Rules'), shall govern all your spread bets entered into with us, whether trading as Sporting Index or Bethilo or under any other trading name, and to all your betting instructions that we accept on your account. These Rules may be changed by us from time to time in accordance with paragraph 26 below. References to 'we' and 'us' are references to Sporting Index Limited while 'you' refers to all clients of ours who hold an account with us.

**1.2** You should take good time to read and understand these Rules before you commence spread betting with us. The latest versions of these Rules are

published on our websites at [www.sportingindex.com](http://www.sportingindex.com) and [www.bethilo.com](http://www.bethilo.com) (our 'Websites'). You should only commence spread betting with us if you are in full agreement with them as they will govern all your bets and betting instructions on your account. In the event of a conflict between the account operating rules, the general sports rules and the individual sports rules, the provisions of the account operating rules shall prevail.

#### **2. Enforceability**

Bets placed with us are legally enforceable contracts under section 412 of the Financial Services and Markets Act 2000 ("the Act") and the statutory instruments made under the Act. Nothing in these Rules will exclude or restrict any duty we owe to you under the Act and if there is a conflict between these Rules and the Act, the Act shall prevail.

#### **3. Customer Classification**

Unless we inform you otherwise, we shall treat you as a retail client as defined in the FSA rules made under the Act. You are our client and are personally responsible for performing your obligations set out in these Rules irrespective of whether we accept instructions from you or your representative or your agent.

#### **4. Our Markets**

Our traditional markets are principally

based on actual sports events, political happenings and current affairs. We also offer markets on virtual games (see paragraph 19 below). We do not offer markets based on financial products that are regulated by the rules of any stock exchange or investment exchange.

#### **5. Execution-Only and Risk**

We act on an execution-only basis. This means that we simply carry out your betting instructions and that we owe you no duty in respect of the suitability of your betting with us or to provide any information related to your actual or intended bets. You rely solely on your own judgement in all aspects of your betting with us: all bets are made at your own risk.

**5.1** Please ensure you understand the risks with sports spread betting as it involves a higher level of risk and you can lose more than your original stake. Remember to bet responsibly.

**5.2** At paragraph 39 of these Rules there is reproduced a Risk Disclosure Notice. You should ensure that you read it carefully before you commence betting with us. If you have any queries concerning the contents of this Risk Disclosure Notice you should contact us before you commence betting with us.

#### **6. Bet Refusal/Size**

We reserve the right at our absolute discretion to: (a) refuse to accept any

opening bet on any ground whatsoever and/or (b) restrict the size of any opening bet you wish to open with us.

#### **7. Account Types; Volatility and Deposit/Credit Terms**

We offer five different account types (see paragraphs 7.1-7.4 below), each combining either deposit or credit facilities with stop loss or non-stop loss. Regardless of account type, it is possible that you may incur losses greater than any pre-set limit or deposit made.

##### **7.1 Non-Stop Loss Account**

We operate two types of Non-Stop Loss account: a deposit and a credit account. An account with a credit limit attached to it is a credit account (see paragraph 7.4, below). A deposit account normally requires a cash deposit into your account if your account balance, that is the sum of (cash held plus profit on your open bets) less (losses on your open bets) is insufficient to cover the volatility requirement (see paragraph 7.6.1, below) for the bet you wish to place. However, deposit terms in no way limit your losses or potential liability to us. If you hold a Non-Stop Loss Account you will not be required to attach a stop loss order to an opening bet. Though some markets have pre-set limits on profit and loss, on many markets the potential for that bet to realise profits or incur losses is therefore unlimited.

##### **7.2 Stop Loss Account**

We offer two types of Stop Loss Account: a deposit account and a

credit account. An account with a credit limit attached to it is a credit account (see paragraph 7.4, below). A deposit account normally requires a cash deposit into your account if your account balance, that is the sum of (cash held plus profit on your open bets) less (losses on your open bets) is insufficient to cover the volatility requirement (see paragraph 7.6.1, below) for the bet you wish to place. However, deposit terms in no way limit your losses or potential liability to us. A Stop Loss Account limits your exposure to losses and to profits by automatically attaching a 'stop' level to your sports bets at the time that they are opened. The effect of this is to place a pre-set limit on the profit and the loss that may arise from any given sports bet. You should check with us at the time when you open the sports bet what the limit being applied to the bet is. Please note that bets on Games (see paragraph 19, below) are not subject to this rule but the profit or loss on any bets on Games you may place is limited by a minimum and maximum result. Possession of a Stop Loss Account does not guarantee that your losses will not exceed any sums of yours that we may hold on deposit. You must also be aware that, whether you hold a deposit or credit type of Stop Loss Account, we may still require you to deposit additional funds with us in the circumstances set out in paragraphs 7.6 and/or paragraph 22 as a condition of maintaining your open bets.

### **7.3 Bethilo Account**

This is a specific type of deposit account

in which your losses are usually limited to the deposits held by us at the time of opening your bet(s). Profits are also limited to an equivalent sum. If you hold a Bethilo Account your bets are accepted on this basis. There may, however, be instances when your account will show a negative cash balance as a result of trading via our telephone service or adjustments made to your account in accordance with the provisions of these Rules. If your account does show a negative cash balance you will be required to pay that balance within 5 days of our informing you that it has arisen.

### **7.4 Credit Limit**

We may offer or agree to grant to you credit up to a stated limit ('credit limit'), which we shall confirm to you in writing. Any account to which a credit limit is attached is a credit account. Your credit limit is not a loan or an agreement to lend money and it in no way limits your losses or potential liability to us. The sole effect of your credit limit is that it may be offset against the volatility requirement applicable to your bets (see paragraph 7.6 below) and against losses on your open bets. Your credit limit cannot be offset against realised losses (i.e. losses that you have incurred on bets that have been closed) which are payable in full in accordance with paragraph 11.1 below regardless of the existence or size of any credit limit that you may have. You may apply for a credit limit, or an increased credit limit, at any time. Your application should be in writing stating the credit limit

required. We will decide in our own absolute discretion whether to grant you a credit limit and if so what the credit limit shall be. We may alter your credit limit downwards (or remove it altogether) at any time if we reasonably consider that this is necessary for our protection or your protection.

### **7.5 Change of Account Type**

We may reject your application for an account as we see fit without giving you reasons. We may change the type of account you hold to another type of account at any time upon giving you reasonable prior notice. If your account type is changed, any open bets will remain on your original account until those bets are closed in accordance with these Rules. You will remain liable to pay any losses incurred on those bets.

### **7.6 Volatility**

We shall normally require you to make a cash deposit into your deposit/credit account if your account balance, that is the sum of (cash held plus profit on your open bets, plus, if you are a credit account holder, your credit limit) less (losses on your open bets plus any existing volatility requirement applicable to your open bets) is insufficient to cover the volatility requirement (see paragraph 7.6.1 below) for the bet you wish to place. This deposit is known as a 'Volatility Payment'. A Volatility Payment will normally be due and payable before we agree to open a bet for you. A further Volatility Payment may also become due and payable in respect of your

open bets if: (a) the current value of any of your open bets alters with the result that your account balance is insufficient to cover the total volatility requirement for all of your open bets or (b) the volatility factor in respect of those bets increases while they are open (see paragraph 7.6.2 below). In the event that you are required by us to make a further Volatility Payment it shall be called for and shall be payable in accordance with the provisions of paragraph 22 dealing with margin calls and the payment of margin. Any failure to make a Volatility Payment when due and payable will be an Event of Default (see paragraph 13, below) and may give rise to all of your open bets being closed by us.

**7.6.1** The volatility requirement for each bet you place will be calculated by multiplying your stake with the volatility factor for the market you wish to trade. We set our volatility factors on an event-by-event basis. If you are in any doubt about the volatility factor that applies to the bet you wish to open, you should ask what the volatility factor for the market you wish to trade is before you open the bet.

**7.6.2** It may be necessary from time to time to increase without notice the volatility factors for one or more of the markets we offer. Such an increase or increases will apply to all bets opened after it is brought into effect, but will only apply to bets that are already open in the following circumstances: (i) where there occurs (or we reasonably

anticipate the occurrence of) excessive volatility in an underlying event upon which our markets are based and we reasonably consider the increase or increases to be necessary for your protection or our protection; or (ii) where having regard to changes in your financial position and/or having regard to the losses being sustained on your open positions, we reasonably consider that this is necessary for your protection or our protection.

**7.6.3** Changes to volatility factors may result in your having to make an additional cash deposit to cover the increased volatility requirement for a bet or bets you already have open. In the event that you are required by us to make a further cash deposit in these circumstances it shall be called for and shall be payable in accordance with the provisions of paragraph 22 dealing with margin calls and the payment of margin. A failure to make payment in the time and manner required will be an Event of Default (see paragraph 13 below) and may give rise to all of your open bets being closed by us.

## **8. Fraudulent Activity and Impersonation**

**8.1** Where we have reasonable grounds to believe that there has been fraudulent activity on your account, whether by you personally or by a third party, we shall be entitled but not obliged to suspend your account for the purposes of carrying out an investigation and close any open bets

in order to limit the potential for further losses to be incurred on those bets. We shall not release any cash balance on the account until we have completed our investigation, which we shall carry out as quickly as is reasonably practicable.

**8.2** Where we have reasonable grounds to believe that an account has been opened by a third party, and not for the named account holder's use, we shall be entitled but not obliged to immediately close that account and all bets open at that time.

## **9. Contract Notes**

If requested by you, we shall send to you on a daily basis by email (or by such other means of communication that may be agreed with you) contract notes detailing your opening and closing bets made on each trading day. We do, however, remind you that these details are available online. We strongly recommend that you keep your own records of your bets and betting instructions including details of the times, dates, stake, market and all other relevant details of your bets. These details may be important if there is a dispute.

## **10. Statements of Account**

You are able to access your statements of account online through our Websites. A link to our Websites will be sent to you via email weekly or fortnightly (depending on the type of account

operated) on Wednesdays, to cover all bets up to and including the preceding Tuesday. Although it is our current policy to send all emails on Wednesdays to cover all bets up to and including the preceding Tuesday, we may vary this policy at any time in the future. We shall notify you in advance of any change in policy relating to the dispatch of statements. Paper statements are available on request from our Customer Services team. You should notify us immediately if your statement is inaccurate in any way or you have any queries concerning the contents. If a statement or contract note contains an error or is otherwise inaccurate, that will not affect the validity of the relevant bet or betting instruction that is wrongly recorded.

## **11. Operation & Settlement of Accounts**

If you owe us money you may pay by cheque, direct bank transfer, credit or debit cards (see paragraph 12 below) or any other electronic payment methods that we currently accept. Where a credit card is used for any payment, we shall be entitled to (unless we agree with you otherwise) levy an administrative charge equivalent to 1.5% of the value of the payment. Cheques should be crossed and made payable to Sporting Index Ltd and the number of your account with us should be marked clearly on the front.

### **11.1 Money Payable**

Where the closing of a bet results in a

loss to you, the cash sum lost will be debited to the cash balance of your account. If a bet of yours is closed with the result that your account has a negative cash balance, you must pay to us within five days of the closing of the bet a sum sufficient to clear that negative balance. Negative cash balances may also arise as a result of other debits to the account (e.g. unpaid cheques or debit/credit card chargebacks). If such balances are not paid within five days we shall be entitled to charge interest on any balance due at the rate of 1 per cent per month, compounded monthly. You should not wait until you receive a statement of account from us before settling any negative cash balance. If you are in any doubt as to whether your account has a negative cash balance you should check your account summary online each time that an open bet of yours is closed. You are reminded that any credit limit that you may have cannot be set off against losses on closed bets. A failure to pay us within five days is an Event of Default (see paragraph 13). In the event that it becomes necessary to refer an unpaid negative cash balance to our solicitors for collection, you agree to indemnify us for our reasonable administrative and legal costs that we incur in seeking to recover that balance. We shall be entitled to refer any unpaid negative cash balance to a specialist third party collection agency. We shall be entitled to lodge a default with a credit reference agency should you avoid settlement of monies owed. A default may affect your credit rating.

### **11.2 Set Off**

All accounts held with us are operated, and statements are to be settled, on a net basis, whereby all amounts of any kind payable by you to us are set off against all amounts of any kind payable by us to you. You cannot set off any credit limit against sums payable by you. For the purposes of this paragraph 'accounts held with us' includes: (i) any account to which these Rules apply under paragraph 1; and (ii) any and/or any other account held with any company, business, trading name or other trading entity that is wholly or partly owned by the Sporting Index group of companies (whether by ownership of shares or otherwise), whether or not it trades under a name that includes the words 'Sporting Index' or 'Bethilo'.

### **12. Debit Cards**

You may authorise us to make automatic payments/withdrawals from your debit card. We are under no obligation to accept such an arrangement and may refuse to do so as we see fit. If you have elected to be managed in this way, you must advise us promptly of any change in the details of your debit card including (but not limited to) its number, its issue number, and its expiry date. Under these arrangements, your debit card will be automatically debited or credited (as appropriate) at the same time that your latest statement of account is posted online (see paragraph 10, above). In the case of a credit account, the sum

debited or credited will be equivalent to the amount that is required to return your account balance to zero. In the case of a deposit account, the sum debited or credited will be such amount as will return the balance of the account to its original paid-up deposit. We may terminate the debit card arrangement we have with you at any time upon our giving you prior notice. You will remain liable to pay any losses on your account irrespective of whether or not we receive payment from your card issuer; in particular, you will remain liable to repay any deductions from your cash account, which are attributable to 'chargebacks'. If a chargeback is made to your account this may constitute an Event of Default (see paragraph 13 below) and may result in the closure of your open bets. It is important that you communicate any query/dispute to us in the first instance before requesting a 'chargeback' from your card issuer. This will give us an opportunity to investigate and to resolve the matter.

#### **12.1 Card Charge Scheme**

Notes on Cardholder Protection: (a) By joining our card charge scheme you give us the authority to debit your card account with the amount owing to us when it becomes due. (b) Should you believe that any sum has been wrongly debited you must first contact us directly to challenge the debit, and not raise it with your card issuer. In the event that, having dealt with us, you are not satisfied that the amount has been debited correctly, you have the right to inform your card issuer of the

dispute and your debit card may be re-credited. In that event, we shall require you to make alternative arrangements to agree and settle direct any amount due to us. (c) You may cancel or vary our authority to take payments from your card by notice of cancellation or variation to us at any time. It is not necessary for you to notify your card issuer of such cancellation or variation. Such a move may cause delay in the action to be taken. (d) You are, of course, under no obligation to allow us to debit or credit your card and other means of settlement will continue to be available.

#### **12.2 Information Appearing on Debit or Credit Card Statements**

It is important that you note that any debit or credit entries appearing on your card statements will be identifiable by the words 'SPIN, SE11'. Any queries regarding entries on your card statements should be directed to us in the first instance as opposed to the debit/credit card company involved in order that we may have the opportunity to investigate.

#### **12.3 Bank Transfers**

If we arrange with you to pay such money as is due to you into your bank account directly instead of by cheque, you will be responsible for ensuring that we are in possession of your up-to-date bank details (i.e. your full name, account number and sort code). You must inform us of any change in your bank details in writing or by email. We shall not be responsible for any losses that you may incur as a result of your failure to advise

us of your up-to-date bank details. Any payments made by you into our bank account must contain your account reference so that we may identify the payment as having been made by you.

### **13. Events of Default**

The following are Events of Default (where the word 'material' is used in connection with an Event of Default, it means that the thing described as 'material' would, if it came to our attention, reasonably be considered by us (or, if it does come to our attention, is reasonably considered by us) to be relevant to any decision by us to close your open position/s):

- a) Any payment, including a Volatility Payment and margin (see paragraph 22 below) has become due to us from you and remains unpaid on the expiry of the time allowed for payment by these Rules;
- b) You make any statement to us that is not true and accurate, or that is misleading in any material way;
- c) Any statement previously made by you becomes untrue or inaccurate or misleading in any material way, and you fail to inform us of the true position as quickly as you reasonably can;
- d) You break any promise or undertaking to us to do or to refrain from doing anything material;
- e) A statutory demand is served on you, bankruptcy petition is presented against you, you enter into an arrangement with your creditors, or (if you are a company) a statutory demand is served on you, or a petition

is presented or a resolution is passed for your winding up, or an administrator or receiver or administrative receiver is appointed in respect of you or any of your assets or you enter into a voluntary arrangement with your creditors;

f) You are pursued for payment by any person who in our reasonably held view claims in good faith to be owed money by you;

g) You become unable to pay your debts as they fall due;

h) A Freezing Order is served on Us by a third party in relation to you;

i) We receive a certified copy of your death certificate;

j) You are treated by any medical practitioner for any mental illness, including depression;

k) Any cheque is dishonoured or other payment instruction given by you is returned unpaid;

l) Your card issuer makes a 'chargeback' on your account that we reasonably consider to be unjustified;

m) Any event occurs that is described anywhere in these Rules as an Event of Default;

n) You are being investigated by the Financial Services Authority;

o) You behave towards any of our staff in a way that we reasonably consider to be offensive;

p) You are or we have reason to believe that you are located permanently in the United States or in any other jurisdictions where spread betting is prohibited by law;

q) You breach any term of these Rules;

r) We believe on reasonable grounds that you are a problem gambler or you

declare yourself a problem gambler;

s) You have let someone who is found to be under 18 years of age trade on your account either directly or through you;

t) We believe on reasonable grounds that an Event of Default may occur before the expiry date of any open bet on your account;

u) An Event of Default has occurred and you do not draw it to our attention;

or

v) An Event of Default or any event analogous to any Event of Default described above occurs in any jurisdiction outside England and Wales.

#### **13.1 Consequences of an Event of Default**

If an Event of Default occurs, we may but will not be obliged to: (a) at any time without prior notice to you close all or any of your open positions, whether in loss or in profit, at our then prevailing market price, or if there is none, at a price that is fair and reasonable; and/ or (b) exercise our rights of set off; and/ or (c) close any accounts held by you with us trading under any name in your name and refuse to accept any further bets from you or carry on any dealing with you.

#### **13.2 Closure of Bets**

We will not be under any obligation to give you any opportunity to remedy an Event of Default before we close your bets. If, however, we do choose to do so, this in itself will not waive the Event of Default or our rights in relation to it.

**13.3** We will be entitled to require you to reimburse us for any losses and costs (including legal costs) we properly and reasonably incur as a result of your breach of these Rules.

#### **14. Credit Referencing and Data Protection**

In order to verify your identity for the purposes of processing your account application (to include assessing your suitability to be granted a credit limit); for ongoing account management; debt recovery and tracing purposes; and for the prevention of crime and money laundering, we may make searches with credit reference agencies and fraud prevention agencies who will provide us with information for these purposes. We may disclose the personal and financial information you provide to us to the following persons: (i) the FSA (ii) to any other person to whom we have a duty to disclose or to the extent that the law requires or permits us to disclose; and (iii) to any person we reasonably believe to be seeking a reference or credit reference in good faith to include, without limitation, other FSA regulated firms and non-regulated bookmakers. You have the right under the Data Protection Act 1988 to require us to provide the personal data that we hold for you and to ask us to specify the uses to which it is put.

#### **15. Client Details**

You must inform us immediately in writing or by email or telephone of

any changes to your contact details. We will not be held responsible for correspondence sent to you/messages left for you at a previous postal address, email address or telephone number, if the correspondence was sent to/ message left at the address or number we have for you on record, and you have not notified us in writing of any changes to that address or number. It is your responsibility to notify us of any significant time that may be spent away from your normal contact points, whether overseas or elsewhere in the United Kingdom. Alternative contact details must be provided. The address you provide us with at any given time should be (a) your primary home address, (b) current, (c) accurate. If you move abroad you must tell us immediately. You must notify us if you are legally domiciled somewhere contrary to your provided address and if where you are domiciled falls outside the jurisdiction of the courts of England and Wales. Failure to do so will lead to an Event of Default.

#### **16. Complaints and Queries**

All complaints and queries regarding statements, contract notes or accounts should either be made in writing or by telephone to the following addresses/ contact numbers.

##### **16.1 Non-Stop Loss and Stop Loss Accounts**

Sporting Index Limited, Gateway House, Milverton Street, London, SE11 4AP  
Freephone Tel: 08000 96 96 07

Email: [enquiries@sportingindex.com](mailto:enquiries@sportingindex.com)

### **16.2 Bethilo Accounts**

Bethilo, Gateway House, Milverton Street, London, SE11 4AP  
Freephone Tel: 08000 72 40 40  
Email: [enquiries@bethilo.com](mailto:enquiries@bethilo.com)

### **16.3 Time Limits etc.**

Any complaint or query should be communicated to us immediately it comes to your attention. Any delay in communication may prejudice our ability to investigate. Any complaint or queries regarding missing bets should be supported by (a) if the bet was placed by telephone or through your mobile phone details of the date/time of the call when the missing bet was placed, together with (if available) a print out of your telephone bill highlighting the call being relied upon or (b) if placed over the internet, a copy of the 'bet confirmation' print out (if available) together with full details of the missing bet.

**16.4** We may close any open bet on your account at our prevailing closing price if we are in dispute with you over that bet and we reasonably consider that this is necessary in order to minimize the amount in dispute.

### **16.5 Complaints Procedure and Financial Services Authority Compensation Scheme**

**16.5.1** A copy of our complaints procedures can be found on our Websites [www.sportingindex.com](http://www.sportingindex.com) or [www.bethilo.com](http://www.bethilo.com). If you are

dissatisfied with our final response to your complaint, you may refer your complaint to: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel: 0845 080 1800.

**16.5.2** In the unlikely event that we are unable to meet our obligations to you, the Financial Services Compensation Scheme ('FSCS') operated by the FSA may be available to you. This depends on your profile and the circumstances of the claim. Further information about compensation scheme arrangements is available on request or from the FSCS [www.fscs.org.uk](http://www.fscs.org.uk)

### **17. Betting**

Bets, or betting instructions, may only be accepted by telephone, mobile device or online during the trading hours for the market in which you are trading. Before you open a bet, you should therefore ensure that you are familiar with the trading hours for the market that you wish to trade, as restrictions on the times that you may trade in that market may apply. We are under no obligation to accept an offer by you to close a bet through any of our trading platforms outside of those trading hours.

**17.1** On opening an account with us, we shall provide you with security details that will enable you to access your account. It is important that you keep these security details confidential and that you store them in a place

that cannot be accessed by any other person. If you have reason to believe that any person has had access to your security details you should inform us immediately and we shall place a block on your account. You will be liable for any losses that are incurred on your account through the use of your security details unless those losses arise because of our negligence in accepting instructions on your account.

**17.2** We may limit your ability to trade on any one or more of our trading platforms upon giving you prior notice.

### **17.3 Telephone Betting only**

If you hold a Stop Loss, a Non-Stop Loss account or a telephone betting Bethilo account you may ask us for a quote to open or close a bet or otherwise give betting instructions by telephoning us on one of our designated trading lines. You should note that a quote given to you by one of our traders is not in law an offer to contract. By saying that you wish to bet at the price quoted you will be offering to bet at that price and our trader will have the right to decide whether to accept or reject your offer. No bet will come into existence unless and until our trader gives you confirmation to that effect. When you bet by telephone your instructions to open or close a bet must be given to our trader during the same telephone conversation in which the quote was given. We shall be under no obligation to repeat the quote in a subsequent conversation.

### **17.4 Betting through our Websites or Mobile Phone or other Handheld Internet Enabled Device (our 'Online Betting Platforms') only**

#### **17.4.1 Software**

In order to place a bet through your Mobile Phone or other Handheld Internet Enabled Device, you may be required to download a software application. This software is provided to you solely for use in connection with your account. You must not transfer or disseminate the software to any other person.

#### **17.4.2 Opening/closing bets**

To place an 'online bet' through our Online Betting Platforms you should select your desired market on the screen and input into the appropriate box the stake that you wish to bet and whether you wish to buy or sell. By confirming that information to us, you will be offering to contract on the terms indicated. There will then be a delay while we process your offer. If we accept it, we will send you a message that states 'bet confirmed' and give you a bet reference number. Until we send this message, the bet has not been placed. If we have sent a confirmation to you, the bet to which it relates will appear in our records as having been placed and will be produced by us in the event of a dispute. If you do not receive our confirmation within two minutes of sending your offer, or if you dispute the contents of any confirmation that you do receive, you must notify us by telephone immediately.

### **17.4.3 Bet acceptance**

A bet has not been placed unless a bet reference number for it can be seen in the Open Bets section of the screen. You should review your Open Bets screen after every bet to make sure that it reflects the position, as you understand it. Any queries should be notified to us immediately by telephone. Once bets have been placed and their acceptance confirmed they may not be cancelled or changed. All bets can be viewed by referring to the sections of the screen marked Account History. Statements can be viewed online and printed from the screen. Alternatively, (unless you hold a Bethilo account for which see paragraph 7.3 above) you may request that contract notes and statements to be sent by post.

### **17.4.4 Online bet referral**

Your request to open or close an online bet may be referred to us if we reasonably consider that this is necessary for your protection or our protection, for example because the market you wish to trade in is unavailable to trade in at that time or because the requested trade takes you over your agreed account limit. In the event that a bet is referred, the following applies:

#### **17.4.4.1 'Acceptable'**

If your bet is accepted and less than 10 seconds have elapsed since your request, you will be sent a 'bet confirmed' message, which will detail your bet reference number. If more than 10 seconds have elapsed, you will be

sent a 're-offer' message inviting you within a further 10 seconds to re-offer your bet at the price quoted, which may be different from the original price quoted to you (see below). Your bet will not be placed unless you receive a 'bet confirmed' message in respect of it.

#### **17.4.4.2 'Re-offer'**

In the case of a bet in respect of which we send you a 're-offer' message, the stake or price offered back to you may differ from that requested; therefore it is important to check the details carefully. It is for you to decide whether to re-offer or cancel at the re-offered price and/or stake. Again, the bet will not be placed unless we send you a 'bet confirmed' message. Failing to respond to the 're-offer' message inside the allocated 10 seconds will result in your request being automatically declined.

#### **17.4.4.3 'Declined'**

We may decline a bet request referred to us if we reasonably consider that this is necessary for your protection or our protection. Other bet requests will be declined for reasons associated with the underlying event taking place (e.g. a penalty is about to be taken, third umpire decision, etc). In either case, you will receive a standard bet decline message.

**17.4.5** It may be necessary from time to time to suspend one or more of our Online Betting Platforms in order to carry out upgrades, repairs and maintenance. We shall endeavour to give you prior notice of any such

occurrences, but this may not always be reasonably practicable.

### **18. Time**

All times referred to in any document or communication made by us or our staff relate to London (United Kingdom) time unless we specify otherwise.

### **19. Games**

As well as using your account to bet on real-life events, you can also use it to place spread bets on virtual games (the 'Games'). The Games are based on an independently audited 'Random Number Generator'. This randomly generates a sequence of numbers, which correspond to cricket scores, goals scored etc, used in the Games. The scores you bet on are therefore entirely virtual and have no relationship to any sporting or other fixture/event that actually takes place. If, in relation to any bet placed by you, the generation of random numbers is interfered with or otherwise fails by reason of any problem or error, whether technological or human, that bet shall be void and we shall: (a) void that bet in our records as soon as we become aware of the problem or error; (b) inform you as soon as reasonably practicable thereafter; and (c) return any money attaching to that bet to you. If for any reason a bet placed by you does not reach a visual conclusion due to a technological error or as a result of disconnection, the bet will auto-settle within half an hour of the bet being recorded in our database.

Any profit or loss relating to that bet will be applied to your account. Please note that whichever account type you possess (see paragraph 7 above) the profit or loss on any bets on Games you may place are limited by a minimum and maximum result.

### **20. Limitation on Winnings**

**20.1** The maximum payout per individual virtual game (as described in paragraph 19 above) to any individual client in a 24-hour period is £50,000 (fifty thousand pounds). The maximum payout in total to any individual client in a 24-hour period, on one or more of these virtual games, is £100,000 (one hundred thousand pounds). Once the maximum payouts set out above have been reached, we shall void any further virtual game bets on your account. You will be entitled to the return of any money deposited with us in relation to those voided bets.

**20.2** The maximum win on our My Super Bankers market is £250,000 (two hundred and fifty thousand pounds). This maximum win applies regardless of your stake and regardless of the closing price of the bet. Once the maximum payout set out above has been reached, we shall void any further bets on My Super Bankers market on your account. You will be entitled to the return of any money deposited with us in relation to those voided bets.

## 21. Tax

You are responsible for any taxes (UK or foreign) that may arise now or at any time in the future in relation to your spread betting with us. If you are in any doubt as to whether you are liable for tax, you should seek specialist tax advice. We do not under current legislation charge UK Betting Duty to our clients on any spread bet. This burden is met by us and paid direct to the relevant authorities. Changes in the basis of taxation or other factors may cause these policies to be altered.

## 22. Margin Calls

A margin call is a request by us to you for money to be paid into your account to support your open bets. The following rules apply to margin calls:

### 22.1 Meaning of 'Margin'

Margin is used in these Rules to describe a sum of money that we are entitled to demand from you if your account moves into deficit. Whether your account is in deficit, and if so to what extent, is calculated by reference to the following formula:

**Deposit Accounts** (including Stop Loss Accounts operated on a deposit basis): Your account will be in deficit to the extent that the aggregate of the net losses on your open bets (i.e. the result of offsetting the profits against losses) plus the total volatility requirement for all your open bets exceeds cash held.

**Credit Accounts** (including Stop Loss

Accounts operated with a credit limit): Your account will be in deficit to the extent that the aggregate of the net losses on your open bets (i.e. the result of offsetting the profits against losses) plus the total volatility requirement for all your open bets exceeds cash held plus your credit limit.

**22.1.1** We will be entitled to demand margin from you up to the sum of the deficit standing to your account. If we ask you for a lesser sum then this is the sum that will be due from you under that margin call.

**22.1.2** Credit and/or debit balances on any other accounts that you may hold with us (whether they be deposit or credit accounts, and whether they be held by us trading as Sporting Index or Bethilo or by another entity that is wholly or partly owned by the Sporting Index group of companies) are irrelevant for the purposes of calculating the deficit standing to your account.

**22.1.3** You should note that the fact that we call for a sum in a margin call does not mean that your losses are or will be limited to that sum or that we will not call for further margin subsequently, perhaps on the same day.

**22.1.4** If as a result of an error on our part we ask you for a sum greater than the sum that we are entitled to demand, we shall nonetheless be deemed to have made a margin call at the time when we made the margin call for the true sum by which your account was in

deficit at that time.

### 22.2 Manner of Calling for Margin

**22.2.1** We may make margin calls by (i) telephoning and/or (ii) emailing and/or (iii) writing to you by post at any address given to us by you. We will not be obliged to use all of these means of communication and the margin call will have been made even if we only use one of them. The margin call will for the purposes of these Rules be deemed to have been received by you in accordance with the following paragraphs, whether or not you in fact (i) received the margin call at the deemed times and/or (ii) received it at all. It is your responsibility to inform us in good time of any significant period that you spend away from the normal account address or contact point that you have given to us. If you are absent from the mailing address held on our database without notifying us of an alternative contact point we will not be responsible for the consequences if any communication fails to reach you in good time or at all.

**22.2.2** Margin calls by telephone: If we speak to you personally, a margin call for a particular sum is received by you on the first occasion that we ask you for that sum. If we are unable to speak to you and a person and/or an automated message taking service offers to take a message for you, we will in order to avoid embarrassment leave a message asking you to contact us. If we do that we will be deemed to have made a margin call for the deficit

outstanding on your account at the time when we left the message, and the time of leaving the message will be the time when it will be deemed to have been received by you. If, therefore, you receive a message from us asking us to contact you, you should assume that it is a margin call for the deficit on your account and you should contact us in order to ascertain the deficit and make the payment. If in order to make a margin call we ring the telephone number or numbers given to us by you and are given no opportunity to leave a message, either with an individual or with an automated message-taking service, we will nonetheless be deemed to have made a margin call for the deficit outstanding on your account at the time when we made the first call, or (if only one number is dialled) the call.

**22.2.3** Margin calls by email: These will be deemed to have been received by you one minute after the moment of sending by us.

**22.2.4** Margin calls by first class post: These will be deemed to have been received by you at 9.00am on the next weekday that is not a UK Bank Holiday. This will be the case unless you contact us in advance and advise us of disruption to your postal service, in which case we will use alternative means.

### 22.3 Obligation to Pay Margin

**22.3.1** If we demand margin you must within the time limit set out below pay to us the sum demanded PLUS OR

MINUS any sum by which the deficit on your account changes between the time when the margin call is received (or deemed to have been received) by you and the time when it is discharged. If you are unsure of the precise sum that is due from you at the time of payment, you should check your account summary online or telephone us and ask for the updated figure. A margin call is deemed to have been discharged if:

- (a) payment is made in accordance with the requirements in this paragraph; or
- (b) at any time after the call is made your account comes out of deficit, whether because of a payment made by you and/or for any other reason.

**22.3.2** Margin must be paid within five business days of the date when the margin call is first received (or deemed to have been received) by you. For example, if the margin call is received (or deemed to have been received) on a Monday, the margin must be paid by the following Monday (see paragraph 33 for worked example). The time for payment is unaffected by the subsequent receipt, or deemed receipt, of any other margin call for the same sum (by the same or other means).

**22.3.3** Margin may be paid by cash, debit or credit card, banker's draft, cheque or telegraphic transfer. Please note that if you pay by cheque or banker's draft we will treat receipt of these in our hands as payment of the sums in them subject to clearance. Merely posting them to us will not constitute receipt by us until we have

received them.

#### **22.4 Appropriation of Payments**

If at any time margin is due from you in respect of any one or more of your open bets and there are also unpaid losses on your account, whether or not the time for payment of these losses has expired, we shall be entitled to apply any money paid by you to these unpaid losses and to require that they be paid in full before any money received from you is applied to the payment of margin. You also acknowledge and agree that we may apply any funds standing to the credit of your account to the payment of margin due on your open bets.

#### **23. Telephone Calls**

All telephone calls you make to Sporting Index landlines are recorded for your own protection. These recordings are our property and may be used by us in the case of a dispute. You accept that such records constitute evidence of communications between us.

#### **24. Client Money**

Money that we receive from you in relation to your account will be subject to the protections (including segregation) contained in the FSA Client Money Rules, which are published on the [FSA website](#). You will not be entitled to interest on your money deposited with us unless we have otherwise agreed in writing to pay you interest.

#### **25. Force Majeure Events**

**25.1** We may, in our reasonable opinion,

determine that an emergency or an exceptional market condition exists (a 'Force Majeure Event'), in which case we will, as soon as reasonably practicable, inform the FSA and you. A Force Majeure Event shall include, but is not limited to, the following: (i) any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, interruption of power supply, electronic, communication equipment or supplier failure) which, in our reasonable opinion, prevents us from offering or continuing to offer one or more of our markets in an orderly manner; (ii) the suspension or closure of any market or the abandonment or failure of any event upon which we base, or to which we in any way relate, our markets, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event, which in our reasonable opinion, prevents us from offering or continuing to offer one or more of our markets in an orderly manner; or (iii) the occurrence of an excessive movement in the level of any of our prices and/or any corresponding market or our anticipation (acting reasonably) of the occurrence of such a movement, which in our reasonable opinion, prevents us from offering or continuing to offer one or more of our markets in an orderly manner.

**25.2** If we determine that a Force Majeure Event has occurred we may within a reasonable time of the Force Majeure Event having taken place take one or more of the following steps: (i)

increase the volatility factors on any or all your open bets; (ii) close any or all of your open bets permanently; (iii) suspend or modify the application of any or all of these Rules to the extent that the Force Majeure event makes it impossible or impractical for us to comply with the rule or rules in question. We will give you prior notice where it is possible for us to do so of the steps that we propose to take by reason of the Force Majeure Event; where we give effect to any of the above steps without giving you prior notice, we shall inform you of the action taken as soon as reasonably practicable thereafter.

#### **26. Amendment of the Rules**

These Rules may be amended by us at any time. The amendment will be made by publishing the new version of the Rules on our Websites and the new version(s) will apply to all bets placed with us as from ten business days after the date of publication unless it is impracticable in the circumstances for this length of notice to be given. In opening a bet you agree that the version of these Rules published on the Websites at the time of opening your bet governs that bet, unless that version has been on the Websites for less than ten business days, in which case the version previously on the Websites will apply. We will use reasonable endeavours to inform you of the publication of any new version of these Rules and the date they will come into effect. We will not send a paper copy of the new version to you

unless requested. It is therefore your responsibility to ensure that you are aware of the latest version of these Rules as published on the Websites before opening any new bet. If you do not have access to the Websites you must make sure before opening a bet that you are happy for that bet to be governed by the latest version of these Rules. You should do this by telephoning us and we will endeavour to answer any query you have.

### **27. 'In-play' Trading**

Where a market we offer is stated to be 'In-play' you will be able to open and close bets in that market whilst the underlying event is in progress, subject to the restrictions set out below. The underlying event may be short term (for example, a football match) or longer term (for example, cricket series runs or football season points totals). You will not be able to open and close bets in a market that is 'In-play' in the following circumstances: (a) the real-time television broadcast of the underlying event and its reception by us is interrupted for any reason beyond our reasonable control; or (b) an event material to the market in question is actually in progress or in our reasonable opinion is about to happen. An event will be considered material to the market in question if it is likely to have an upwards or downwards effect on the price we quote for that market. For example, a penalty is about to be taken in a football match; or (c) long term markets: markets relating to the

long term performance of individuals or teams may not be quoted when they or a rival or a related party are actually in-play. For example, season points, series runs, the FA Cup and Wimbledon indices etc, may be traded between, but not during, games, innings, ties etc respectively. If you are proposing to trade in an 'In-play' market you should ensure that you are familiar with the restrictions on the times when you will be able to open/close bets or otherwise give us betting instructions in that market before you open your bet.

### **28. Late Bets**

From time to time, because of technical failure or human error, we may erroneously accept a bet on a market that: (a) is not an 'In-play' market and the underlying event has already started or (b) is an 'In-play' market, but is not available to bet on because one of the circumstances set out in paragraph 27 above is present. Together these are known as 'Late Bets'. If we erroneously accept a Late Bet that bet shall be void and we shall: (a) void that bet in our records as soon as we become aware of the error; (b) inform you as soon as reasonably practicable thereafter; and (c) return any money attaching to that bet to you.

### **29. Pricing Errors**

A Pricing Error is defined as a quote by us to you where by reason of an error on our part the price we quote differs from our true market price (i.e. the price

we would have quoted but for the error) at the time it was quoted. If we accept an offer from you to open or close a bet based upon a Pricing Error that bet shall be void and we shall: (a) void that bet in our records as soon as we become aware of the error; (b) inform you as soon as reasonably practicable thereafter; and (c) return any money attaching to that bet to you.

### **30. Market Information**

As a matter of business practice we endeavour to keep you informed, whether through the internet, telephonically, through text services, newspaper advertisements, promotional materials or otherwise, of the status from time to time of certain sporting events around which we are making markets, and, on occasion, of prior historical statistics relevant to such events or markets. While we offer such information in good faith, we do so without any responsibility and make no claim as to the accuracy or otherwise of any such information. You are warned that any information given to you by us may be inaccurate and you warrant that in making decisions that relate to betting you will rely solely on your own information (obtained from sources other than us) and judgement.

### **31. Technological Failure and Exclusion of Liability**

**31.1** We do not in any way exclude or limit: (a) our liability for negligence or the negligence of our agents (b)

our liability for fraud or fraudulent misrepresentation or wilful default (c) any liability that cannot be excluded or limited under the Financial Services and Markets Act 2000.

**31.2** Subject to paragraph 31.1 above, we will not in any event be responsible or liable for any loss, loss of profit, revenue, business, contract, goodwill or data or any consequential loss or damage arising from the use or unavailability of our telephone and/or online trading platforms and/or our software and/or our Websites. Such loss and damage may result from (including but not limited to) the unavailability whether for technical reasons or otherwise of any one or more of our trading platforms and/or software and/or Websites so that you are unable to communicate or trade with us (including without limitation because, for example, all our telephone lines are busy or through the loss of internet communication); an inaccuracy or mistake in any information given to you or in carrying out your instructions; the avoidance of any bet in accordance with these Rules (including without limitation because, for example, of a Pricing Error or error in the generation of random numbers for use in Games); or as a result of any referral to our online bet referral team under paragraph 17.4 above; or as a result of the unauthorised access to our trading platforms by a third party or the corruption of data sent by you to us or by us to you.

**31.3** We shall not be responsible for

any delay or failure to carry out our responsibilities under these Rules that is caused by reasons beyond our reasonable control, including for example acts of God, exceptionally severe weather, industrial disputes both here and abroad, failure or shortage of power supplies, acts of terrorism, war, default or failure of a third party (including any network provider or service provider) or their telecommunications systems, or government actions.

**31.4** We take reasonable precautions to ensure that data generated and used by us has been swept for viruses, but it is your responsibility to ensure that the transmission, opening or use of such data to you will not adversely affect your systems or data. You should ensure that your computer has up-to-date virus detection software and that you carry out such virus and other checks, as you consider appropriate. No responsibility is accepted by us for losses that you may suffer as a result of the onward transmission of viruses from us to you.

**31.5** Each provision of this paragraph 31 operates separately. If any provision is disallowed or found to be ineffective by any Court or regulatory body the other provisions will continue to apply.

### **32. Account Number**

On opening an account with us, we shall provide you with an account number and/or password to access your account. Your account is for the use of

the designated account holder only and it is your responsibility to keep these details confidential and you should not reveal them to any person. If you have reason to believe that your account details may be in the possession a third party, or if they are lost, you should inform us immediately and we shall place a block on your account and issue you with replacement details. You will be liable for any losses that are incurred on your account through the use of your security details unless those losses arise because of our negligence in accepting instructions on your account.

### **33. Definitions: 'days' and 'business days'**

**33.1** Where in these Rules reference is made to a time limit expressed as a number of 'days', the days referred to include every day of the calendar year. Where a time limit is expressed as a number of 'business days', Saturdays, Sundays and official Bank Holidays are not to be counted as part of the number.

**33.2** In either case, any time limit will expire at 5.30 p.m. on the last complete day. Thus, for example, if margin, which is payable within five business days, becomes payable at 12 noon on Monday, 1 June, the client has all of Tuesday, Wednesday, Thursday, Friday and until 5.30 p.m. on Monday, 8 June to make the payment.

### **34. Termination**

Closure of an account for any reason shall not affect any rights or obligations of either of us which accrued prior to termination and, in particular, shall not limit or restrict your obligation to indemnify us in relation to any act, event, or omission occurring prior to termination (whether or not we have made any demand or the liability has arisen prior to termination). Amounts outstanding on your account will become due immediately if they have not already become due. Any long-term positions will remain open until they are closed by you, or left to expire naturally. The provisions regarding margin (see paragraph 22) will continue to apply whilst you have open positions. Once the open positions have expired monies are payable immediately by either party.

### **35. Cancellation**

You have the right to cancel this contract up to fourteen days after the contract is constituted (the 'Cancellation Period'). However, if you place a bet and/or deposit funds during such cancellation period you will have, by virtue of having requested that such bet be placed or having deposited funds, expressly requested that the contract be fully completed. Therefore, the right to cancel will fall away at the time the funds are deposited or the first bet is placed during the Cancellation Period or automatically at the end of the Cancellation Period if later.

### **36. Death of a Client**

On receipt of a certified copy of a Death Certificate or other news of a client's death that we in good faith believe to be true, we will within a reasonable time close all positions on the deceased's account at our prevailing price, or if none at a price that is fair and reasonable. A cheque will be issued for any credit balance (payable to personal representatives of the deceased) or demand made on the estate for payment of any debit balance.

### **37. Privacy**

By opening an account with us, and by betting with us, you will be providing us with personal data within the meaning of the Data Protection Act 1998. In order to explain to you how we collect, use and protect personal data that you provide to us we publish a Privacy Policy. A copy of our [Privacy Policy](#) is published on our Websites and forms part of these Rules.

### **38. General**

**38.1** No failure or delay in exercising or relaxation by either of us of any provision of these Rules shall operate as a general waiver of the relevant provision and no single or partial exercise of any provision of these Rules shall preclude any other or further exercise of other provisions of these Rules.

**38.2** If any provision of these Rules is held by any competent authority to be invalid or unenforceable in whole

or in part the validity of the other provisions of these Rules and any remainder of the provision in question shall not be affected thereby. In such circumstances the part deemed invalid or unenforceable shall be amended to the least extent necessary to render the provision enforceable, and in the event that the parties cannot agree on such amendment they shall submit their disagreement to the court for adjudication.

**38.3** These Rules and any bet placed under them shall be governed by the laws of England. The courts of England and Wales will have exclusive jurisdiction to settle any disputes in relation thereto.

**38.4** Headings in these Rules shall not affect its interpretation and are for ease of reference only.

**38.5** Where these Rules are issued in a language other than in English, the English language version shall take precedence in the event of any conflict.

**38.6** We may assign our rights and obligations under these Rules to a third party (in whole or part) subject to obtaining FSA approval. Notice of any such assignment will be given to you. Your rights under these Rules will not be prejudiced by the assignment.

**38.7** A person who is not a party to these Rules has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these

Rules, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**38.8** These Rules are intended to contain all the terms of our agreement with you in relation to your spread betting. If a member of staff has made a statement to you that is not covered by or is at variance with any provision of these Rules you should inform Customer Services immediately before you commence trading with us. We warn you that the law favours written terms and it is therefore important that you bring any such statements to our attention before you commence your trading with us.

### **39. Risk Disclosure Notice**

This notice is provided to you because you are proposing to undertake dealings in contracts for differences in the form of spread bets with us. It cannot disclose all of the risks and other significant aspects involved in dealing in spread bets. Engaging in these types of bets can carry a high risk. As these bets differ markedly from normal bets you should not engage in this form of betting unless you understand the nature of the transaction you are entering into and the true extent of your exposure to the risk of loss. The amount that you may win or lose will vary according to the extent of the fluctuations in the events of the underlying event on which the bet is based instead of a predeterminable sum as when a normal bet is placed.

Always remember that previous betting performance is no indicator of future betting performance. For many members of the public, spread bets are not suitable; you should, therefore, consider carefully whether they are suitable for you in the light of your circumstances and financial resources. In considering whether to engage in spread betting, you should be aware of the following:

(a) The high degree of 'gearing' or 'leverage' is a particular feature of this type of bet. This stems from the margining system applicable to such bets, which generally involves a comparatively modest deposit in terms of the overall contract value, so that a relatively small movement in the underlying market can have a disproportionately dramatic effect on your bet. If the underlying market movement is in your favour, you may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of your entire deposit, but may also expose you to a large additional loss.

(b) If you deal on a credit basis the extent of your agreed credit facility does not limit your loss or financial liability.

(c) Whether you hold a deposit or credit account, you may be called upon to deposit substantial additional margin at short notice to maintain your bet. If you do not provide such additional funds within the time required, your bet may be closed at a loss and you will be liable for the resulting deficit.

(d) As a result of Section 412 of the Financial Services and Markets Act

2000, the bets placed with us are legally enforceable.

## **SECTION 2 GENERAL SPORTS RULES**

*Effective from 13th November 2009.*

The members of the Spread Betting Association ('SBA') have agreed that the settlement of sports spread betting markets should be governed by the following conditions, save where the rules relating to a particular sport, market or type of market provide otherwise.

### **Interpretation**

Where there is a conflict between the following conditions and a particular individual sports rule, the individual sports rule prevails. In these rules 'we', 'us', 'our' and 'ours' (as appropriate) means Sporting Index Ltd, a company registered in England & Wales and having its address at Gateway House, Milverton Street, London SE11 4AP.

### **1. Event Not Taking Place or on Which There is No Play Following Placing of Bet**

Any bet, open or closed, which is: (i) on an event which does not take place; or (ii) on an event which has begun but in which there is no further activity after the bet is placed, shall be void.

### **2. Abandonment**

Where a market is traded in-play or at intervals (e.g. a football player performance index updated at half-time) and the underlying event is abandoned, then, if there is a tradeable

quote on the market when play ceases, the market will be settled at the midpoint of the quote. Where there is no tradeable quote at the time when play ceases, any bet on the market, open or closed, shall be void. Markets traded in-play where the result is known at the time of abandonment will be settled on the basis of that result. If markets are not traded in-play then, in the case of abandonment, all bets will be void irrespective of whether the markets have made up or not. Where play ceases at the start of an interval (e.g. half-time) in which a market is to be updated, and the market is then updated, the first tradeable quote following the cessation of play is to be treated as the tradeable quote on the market when play ceases for the purposes of this condition. It should be noted that the effect of abandonment of horse and greyhound race meetings is covered by rules specific to those sports.

### **3. Postponement**

Subject to any specific sports rule to the contrary, where an event which is scheduled to be completed within one day is not completed within 24 hours of the day on which it was scheduled to be completed, all bets on that event which have not yet made up, whether open or closed, shall be void, unless the market is being traded in-play or at intervals, in which case the market will be settled at the midpoint of the first updated quote following the last action to take place in the event. All bets placed after

the last completed action in the event will be void, whether open or closed. Where an event which is scheduled to be completed over a period of two or more days is not completed within three months of the day on which it was scheduled to be completed, all bets on that event which have not yet made up, whether open or closed, shall be void, unless the market is being traded in-play or at intervals, in which case the market will be settled at the midpoint of the first updated quote following the last action to take place in the event during that three month period. All bets placed after the last completed action in the event will be void, whether open or closed. For the avoidance of doubt, where an event is completed on the day scheduled for completion, but at a later time than scheduled, that does not affect the settlement of any bet on that event. Where an event such as a one-day cricket match is scheduled to be completed within one day, the fact that arrangements might be made in advance for the match to be completed on some other day in the event of rain or some other contingency does not alter the fact that the event is to be treated as being scheduled to be completed within one day.

### **4. Participation**

Any bet, whether open or closed, shall be void where: (i) the bet is placed on a participant who takes no part in the subject event; or (ii) the bet is placed on a participant who takes no further part in the subject event after the bet is

placed, unless it is possible for the make-up of that player to be affected by the performance of other participants who do take further part in the event after the bet is placed. Notwithstanding the foregoing, in the case of entertainment/other indices where participants are evicted or voted out, such participants will continue to be quoted and traded on until the final result of the programme is known. Where a bet is placed on a participant who proceeds to the next stage of an event by virtue of a walkover, that bet will be rebooked at the next tradeable price reflecting his progress to that next stage. Where a named participant in an index is withdrawn prior to the commencement of the event, bets on other participants in that event will be governed by the spread betting version of Tattersalls' Rule 4 (see Horse Racing rule (j)), which deals with deductions in the event of non-runners, unless otherwise stated.

### **5. Bets are Placed on Future Events**

Any bet placed when the price is based on an inaccurate 'score so far' may be re-rated so that it operates as a bet on the future. This means that, for instance, where a market is made in football bookings at 24 - 27 on the basis of no bookings at that stage, and where there has in fact been one booking scoring 10 points, any trade at that price is adjusted so that it becomes a trade at 34 - 37. This re-rating will always reflect the real impact of amending an inaccurate 'score so far'. The above provision is subject to our overriding discretion to void any bet made on the

basis of incorrect information. All bets should be bets on future events whose outcome is yet to be determined. If for whatever reason a bet is placed on an event whose outcome is capable of being known at the time at which the bet is being placed, the bet can be voided at our absolute discretion (whether the outcome is in fact known to the client or not). We also reserve the absolute right to void any bet placed on a market on an event after that event has begun, unless we are quoting prices on that particular market in-play, or the bet is placed during an interval in which the prices have been updated.

#### **6. The Result**

The official result is final for settlement purposes except where specific rules state the contrary. The official result will be determined according to our reasonable opinion, such opinion being formed by reference to all publicly available evidence. The podium position in Grand Prix racing and the medal ceremony in athletics and any similar official ceremony or presentation in other sports are to be treated as the official result. Any market which is deemed to be Opta Index Ltd ('Opta') adjudicated shall be settled by Opta's official verdict and their decision is final. Where in our reasonable judgement no official result is available, the result will be:

- (i) determined by an independent authority whose verdict shall be final for all purposes, or
- (ii) otherwise determined in accordance

with our reasonable opinion, such opinion to be formed by reference to all available evidence.

Bets will provisionally be settled by reference to all available evidence, but if the result which is determined as set out above differs from the result used for provisional settlement, settlement may be retrospectively adjusted so as to reflect the result so determined. Final settlement of bets will occur as follows:

- (i) bets on markets scheduled to be completed within one day will be finally settled within three days of the day on which the underlying event is completed;
- (ii) bets on markets scheduled to be completed over a period of two or more days will be finally settled as soon as is practicable after the underlying event is completed, and there will be no adjustment to the make-up of any such market after the final settlement.

#### **7. Periods of Time**

Bets on an individual event are bets on the period originally scheduled for the event including injury time but excluding extra time (but with specific exceptions for rules governing certain American sports). Where betting takes place in a particular unit of time about the duration of an event or the length of time until an occurrence in that event, all such bets will be settled as if the occurrence occurred at the end of the unit of time in which it occurred. So if there was betting on the duration of a boxing fight in minutes, and the fight ended after one minute and

seven seconds, the make-up would be two minutes. If an event occurs after scheduled time has elapsed, it will be treated as having occurred at the end of the scheduled period. So if a first half goal were scored once the 45th minute of the game had started, the make-up would be 45 minutes even if the goal was scored in injury time. The blowing of the whistle immediately following the ball crossing the line in football, or being touched down in rugby or American football, will be deemed to be the time of the occurrence of the event, notwithstanding any subsequent referral of the decision by the referee to a third party for confirmation or adjudication, as long as the event is confirmed.

#### **8. Non-Mainstream Markets; Unusual Situations**

Markets may be made in sports which we do not regularly cover and about political, reality TV shows and other events and results, and situations inevitably will arise from time to time which have not been specifically addressed herein. Such markets will be settled in accordance with the conditions published in the market explanation notes on our websites which can normally be found by clicking on the i graphic within the market listings ('Web Notes'). In the event of conflict between the Web Notes and any relevant conditions contained within the Rules, the Rules shall prevail. In the absence of relevant conditions within Web Notes such

markets and situations will be settled on a basis which conforms as closely as is reasonable to these conditions, and by reference to similar markets in regularly covered sports. Our decision as to where parallels may most fairly be drawn shall be final.

#### **9. Markets Involving Stipulations**

Certain markets involve stipulations which must be met if the market is to stand, e.g. that a batsman whose runs in a test series are being traded must play two tests. Where the stipulation or stipulations is/are not met, any bet on that market shall be void whether open or closed.

#### **10. Client's Responsibility**

The client must make himself aware of all conditions, rules and stipulations affecting any market in which he wishes to trade. Our staff will be pleased to answer any enquiry put to them, and the client will be deemed to know of any condition, rule or stipulation which would have been revealed by such enquiry.

#### **11. Exclusion of Liability**

All information is supplied in good faith, and we shall have no liability whatsoever for any error or inaccuracy in information so supplied.

## **12. Curtailment of Long-Term Markets**

If any long-term market is curtailed with no further play possible then the following settlement principles will be applied: (i) where an official result is declared, settlement will be based on the official result; (ii) where an official result is not declared, all bets that have not made up will be settled at the mid-market quote available immediately after the last completed game/play of the tournament. Closed bets will stand, but all bets, whether open or closed, placed after the last completed action will be void. Where further play is possible, e.g. a league season where one team does not fulfil its fixture commitments, a long-term market will be considered as curtailed where there is a change to the number of participants or games to be played compared with the structure scheduled when the market is first advertised. In such circumstances, all participants in the event will be settled at the mid-market quote available at the time of the announcement of the change. This will include any team removed from a league. Closed bets will stand, but all bets, whether open or closed, placed after the last completed action before the curtailment will be void. For the avoidance of doubt, all bets on a league season will stand where one or more club is subject to a take-over or merger, which may or may not involve a name change, provided their original fixture commitments are fulfilled.

## **13. Particular Rules for Particular Markets**

The above conditions, and the sports-specific rules which are set out below, may from time to time be displaced by rules and stipulations applied to particular markets or types of markets.

## **14. Disqualification**

Where a bet is offered about the performance of participants in an event, and one or more of the participants is disqualified, for the purposes of settlement of the bet the disqualified participant will be considered to have progressed further in the event than all those eliminated from the event prior to his or her disqualification, and will be deemed to have finished last of those still competing in the event. For the avoidance of doubt, disqualification will be considered to have taken place at the time of the participant's removal from the event, rather than at the time the event which caused disqualification occurred.

## **15. Maximum Shirt Number**

Where a bet is offered about the shirt numbers worn by participants in an event who achieve certain distinctions (e.g. scoring a goal or try, or being booked), unless specifically stated otherwise, the maximum shirt number for the purposes of the bet will be deemed to be 100. Where the number worn is greater than 100, it will be treated as 100. The minimum shirt number shall be deemed to be zero.

## **16. Enhanced Match Betting**

Where a match bet is offered which awards a certain number of points to a participant for winning the match, and extra points for the margin of victory, the maximum margin of victory will be considered to be that which would be reached if one participant won every constituent of the match, unless stated otherwise in the rules for that particular sport. Maximum make-ups for these enhanced match bets will be consistent with the individual sports rules. Where a player withdraws or is disqualified, settlement will be on the same basis as traditional match bets on the sport concerned. Where extra play (in holes, sets, legs, frames or other constituent parts) above that originally scheduled is required to determine the winner, the settlement of the match will award the winner the points for winning the match, but no additional points for his margin of victory. For example, an 18-hole golf match bet awarding 10 points to the winner and 3 points per hole won by which is won on the 21st hole will be settled as a victory by 10 points.

## **17. Groups of Matches**

Where a market is offered on a group of matches (e.g. homes/aways market) and one or more matches is cancelled or postponed, then, regardless whether such matches are rescheduled, the price will be adjusted by the mid-market quote of the cancelled/postponed game(s) at the time of cancellation/postponement. Should a match be abandoned the mid market quote at the

time of abandonment (or kick off/half time if not updated in-play) will be used. Where less than 50% of the matches within the group are completed, any bet on the market shall be void, whether open or closed.

## SECTION 3 INDIVIDUAL SPORTS RULES

### AMERICAN FOOTBALL

#### a) Overtime

For the purposes of individual matches and groups of games, overtime shall count for total points markets, markets involving superiority and markets involving other statistics. This includes Enhanced Match Bets, and overrides General Sports Rules Condition 16.

#### b) Statistics

Bets involving long-term individual performances or team records and certain short-term markets will be settled on the definitive statistics of the governing body (e.g. NFL) in line with their rules or as otherwise stipulated at the outset by us.

#### c) Abandoned Games

If a game traded in-play by us is abandoned at any stage, all bets, open or closed, will be treated in the same way as football bets (see Football (o)).

#### d) Performance Markets

For the purposes of Team Performance Markets, Sporting Index do not consider a muffed punt to be a turnover, regardless of how the event is officially recorded. A fumbled punt return that it is recovered by the kicking team is considered a turnover. The difference being that the receiving team never has possession of a muffed punt so there can be no turnover.

#### e) Player Performance

Where a market is offered about the performance of a player or group of players in American Football, then certain stipulations about player participation may need to be met for bets to stand. Please check with our dealers before placing your trade.

#### f) Trios and Other Player Performance Markets

Where a market awards points based on the performance of a player or group of players in an American Football match, featuring passing/rushing/receiving yardage, touchdowns, turnovers, or other events, the player or all players in the group must play in the first half of the match for bets to stand, unless otherwise stated.

### BASEBALL

#### a) Extra Innings

Extra innings count for all markets.

#### b) Pitcher Change

All bets on a baseball match will stand in the event of a pitcher change.

#### c) Supremacy

For supremacy, match supremacy and handicap bets, the game must last 5 full innings of play unless the home team is leading after 4 and a half innings, and be deemed to be an official result as per official MLB rules, for the bets to stand.

#### d) Single Game Total Runs, Team Runs, X-Runs and Win Indices

In relation to Total Runs Markets, nine full innings must be completed, or eight and a half innings if the home team is ahead, for bets to stand.

#### e) Group Markets

For Group markets (e.g. homes/aways), any games not deemed to have an official result as per baseball rule (c) above will be given an allocation based on General Sports Rules Condition 17. Where a match is abandoned/postponed, aggregate runs markets will be subject to an allocation. The allocation will be the mid-point of the last available quote of the game runs for the abandoned/postponed game. An abandoned match is any game that has not completed nine full innings, or eight and a half innings if the home team is ahead.

#### f) Pitcher Performance

For a pitcher performance to stand the named pitcher must start the relevant game otherwise all bets will be void.

#### g) In-play

Where a game is traded in-play the following rules apply. If the game is abandoned after it is deemed to be an official result as per Baseball rule (c), all bets on run and match supremacy will stand at the official result but bets on total runs will be settled at the midpoint of the last available price prior to abandonment. All other bets, open or closed, will be void. If the game is abandoned before it is deemed to be an

official result as per Baseball rule (c), all bets on supremacy and total runs will be settled at the midpoint of the last available price prior to abandonment. All other bets, open or closed, will be void.

#### h) Date

All Games must be played on the scheduled date and venue. Otherwise all bets on the game will be void.

### BASKETBALL

#### a) Overtime

For the purposes of individual matches and groups of games, overtime shall count for total points markets, markets involving superiority and markets involving other statistics. This includes Enhanced Match Bets, and overrides General Sports Rules Condition 16.

#### b) Statistics

Bets involving long-term individual performances or team records and certain short-term markets will be settled on the definitive statistics of the governing body (e.g. NBA) in line with their rules or as otherwise stipulated at the outset by us.

#### c) Abandoned Games

If a game traded in-play by us is abandoned at any stage, all bets, open or closed, will be treated in the same way as football bets (see Football (o)).

## BOXING

### a) End of bout

If a boxer fails to answer the bell for a round, then for Round, Total Minutes and Supremacy markets the bout will be deemed to have finished at the end of the previous round. For example if a boxer does not answer the bell at the start of the 9th round, for the purposes of Round betting the fight will have been won in the 8th; the Total Minutes will make up at 24 and for Supremacy there will be four remaining rounds in a 12 round fight i.e. 9th, 10th, 11th and 12th).

## CRICKET

### a) Limited Overs Matches – Innings Runs

In a limited overs match where a team's innings runs is traded in-play and the innings is curtailed or subject to any reduction in overs, then the innings runs market will be settled at the midpoint of the last available quote before the overs were reduced. If an innings becomes subject to a reduction, but resumes at a later time, a new market may be formed. If a client wants a position in the new market they are required to place a new trade. If there are any subsequent reductions in overs, exactly the same rules will continue to apply, i.e. the market is settled at the midpoint of the last available quote before the overs were reduced and a new market may be formed.

In the unlikely event that there is no tradeable quote at the time when the innings is reduced, or if the market is not being traded in-play then any bet on the market, open or closed, shall be void.

### b) Limited Overs Matches - Individual Batsmen Runs /25 Ups/50 Ups/ Partnerships

In a limited overs match where an individual batsman, 25 Ups, 50 Ups, or partnership runs are traded in-play and the innings is curtailed or subject to any reduction in overs, then these markets will be settled at the midpoint of the last available quote before the overs were reduced. If the innings resumes at a later time, a new market may be formed. If a client wants a position in the new market they are required to place a new trade. If there are any subsequent reductions in overs, exactly the same rules will continue to apply i.e. the market is settled at the midpoint of the last available quote before the overs were reduced and a new market may be formed.

In the unlikely event that there is no tradeable quote at the time when the innings is reduced, or if the market is not being traded in-play any bet on the market, open or closed, shall be void.

If a batsman in the relevant partnership runs market retires hurt, the partnership is treated as continuing between the remaining batsman and the batsman who comes to the wicket. A partnership is treated as being ended by the end of

an innings.

### c) Limited Overs Matches - Supremacy

A bet may be offered about the margin of victory in a match, awarding points for each run or wicket won by. The official result, in runs won by or wickets won by, will determine the make-up of the market where:

- (i) the game is completed, even if the scheduled number of overs for either side is reduced; or
- (ii) the game is abandoned, but an official result is declared by reference to the Duckworth-Lewis method, or such other method as is being applied by the relevant authority, on the basis of whether or not an adjusted target has been attained.

Where a game is abandoned with no official result:

- (i) if the market is being traded in-play, the make-up will be the midpoint of the quote at the time at which play ceases; or
- (ii) if the market is not being traded in-play, all bets, whether open or closed, shall be void.
- (iii) In the event of a tie or a draw, supremacy bets will be settled at zero irrespective of the fact that a tie may result in one team progressing further in a competition.

### d) Limited Overs Matches - Innings Increments

A bet may be offered about the number of runs scored in a certain stage of an innings e.g. first 15 overs in a 50 over match or the first 6 overs in a Twenty20

match. If the innings is abandoned prior to the completion of specified number of overs, the market will be settled at the midpoint of the quote at the time at which the innings is reduced.

In the unlikely event that there is no tradeable quote at the time when the innings is reduced or if the market is not being traded in-play then any bet on the market, open or closed, shall be void.

### e) Other Matches - Innings Runs

All bets, open or closed, on a team's innings runs shall be void if 50 full overs are not bowled unless one team has won, is dismissed or declares prior to that point.

### f) Other Matches - Individual Batsmen Runs / Partnerships

All bets, open or closed, on an individual batsman or partnership runs shall be void if 50 full overs are not bowled unless one team has won, is dismissed or declares prior to that point. Bets on partnership totals make up when the next wicket falls. If a batsman in the relevant partnership retires hurt, the partnership is treated as continuing between the remaining batsman and the batsman who comes to the wicket. A partnership is also treated as being ended by the end of an innings.

### g) Other Matches - Session Runs

All bets, open or closed, on a session runs shall be void if 20 full overs are not bowled.

#### **h) Other Matches - First Innings Supremacies**

1st, 2nd and 3rd innings must all start for bets to stand (i.e. at least one ball must be bowled in the third innings). The only exception to this rule is if a match is abandoned following the team batting 2nd being bowled out (not declared) but before the start of the 3rd innings.

#### **i) All Matches - Individual Player Performance Index**

From time to time a performance index may be offered based on the all-round performance of one or more individuals. Any bet, open or closed, shall be void where the player or (in the case of a match between two players) one of the players in the match takes no part in the match.

If an official result is not declared, then all open bets open or closed will be void unless the bet has already made up, e.g. a player has fielded and batted prior to the abandonment of play.

#### **j) All Matches - Retired Batsmen & Batsmen not Coming to the Crease**

Where a batsman retires and does not take the field again to bat in the same innings, his score for that innings will be settled at the number of runs he has scored.

Batsman runs are often quoted on the assumption that he is either opening the innings or next into bat. Where the batsman does not come out to bat and a price is quoted on a false assumption

that he would, all bets during this period on this batsman's runs will be void.

#### **k) All Matches - Markets Not Traded In-play**

On certain matches we will offer a selection of markets which are not traded in-play. If there is an official result then all bets on these markets will stand. If there is no official result then bets will be void unless that market has already made up. Examples of such markets are wides; multi-wides; total sixes; multi-sixes; total fours; multi-fours etc.

#### **l) All Matches - Declaration**

The act of a declaration does not constitute further action, so bets placed after the last delivery prior to a declaration shall be void pursuant with General Sports Rules Condition 1 (ii).

#### **m) All Matches - Batsmen Match Bets**

Where a bet consists of a match about the batting performance of two batsmen, both must go in to bat and at least one ball must be bowled (in the relevant innings) after the batsman concerned has gone in to bat (whether to the batsman concerned or not) for any bet, open or closed, to stand.

#### **n) All Matches - Adjustments**

Any subsequent official adjustments to the innings total runs or a batsman's runs after the innings has finished will be included for the purposes of the relevant market.

#### **o) Long Term Markets**

We often apply specific stipulations and allocations to Long Term markets which can found in the market explanation notes on our websites by clicking on the i graphic within the market listings ('Web Notes'). It is the client's responsibility to make himself aware of all rules and stipulations governing long-term cricket markets before trading, including within Web Notes. Where there are stipulations governing long-term cricket markets (for example, a player must play at least two tests) and they are not satisfied, all bets, open or closed, shall be void.

If a bet is struck on a player who takes no further part in a long-term market, that bet, whether open or closed, shall be void unless expressly stipulated otherwise when the market is first framed.

Where a limited overs match is abandoned with no official result, but has provision to start afresh on an allocated 'reserve day or days', all long term markets will be allocated points, runs and wickets based on performances in the last match that starts. However, markets with allocations for abandoned matches will still be settled as per their allocation if no official result is achieved.

#### **p) Official Result (Duckworth-Lewis)**

The official result, for example for matches determined under the Duckworth-Lewis method or other such mathematical formula, will be

determined according to our reasonable opinion, such opinion being formed by reference to all publicly available evidence. The television station which broadcast the underlying event shall be considered the official adjudicator, unless that television station's opinion differs from all publicly available information in which case www.ESPNcrinfo.com shall be considered the official adjudicator and their decision is final.

### **FOOTBALL**

#### **a) Individual Matches**

Bets on football matches are, unless otherwise stated, for the scheduled 90 minutes plus injury time, but excluding extra time. Extra time markets may be introduced at the end of the scheduled period. Bets on the amount of time before the first goal is scored will, in the case of a goalless draw, or of the first goal being scored in second half injury time, be settled at 90 minutes. Bets on the time of the last goal, in the event of a goalless draw, will be settled at zero minutes. If the venue of a game is changed, all bets will stand provided that the ground to which the game is moved is not the ground of either team involved in the match, in which case all bets on that individual game shall be void, whether open or closed.

#### **b) Shirt Numbers**

When a bet is about the aggregate of the shirt numbers of the goal scorers in a match or matches:

(i) if a goal is an own goal, the shirt number of the scorer of the own goal will be counted towards whichever side is credited with the goal;

(ii) in the event of uncertainty about who scored a goal, the opinion of the TV station which is broadcasting the game will be applied. If there is disagreement within the television station about who scored the goal, or if the game is being covered by more than one television station and the television stations disagree about who scored, or if the game is not televised at all, the scorer will be determined in accordance with General Sports Rules Condition 6.

For the purposes of any bet about shirt numbers, a player will be deemed to wear throughout the game the shirt worn at the start of play (or, in the case of a substitute, when he comes on to the pitch)

Any player whose shirt bears no number on his first joining the field of play will be allocated number 12.

### **c) Total Corners, Goal Kicks and Special Markets**

On certain games traded in-play, we will offer a market on the total number of corners taken and/or multi-corners and/or cross- corners and/or goal kicks and/or special markets for that match. For the avoidance of doubt, the settlement of such markets is governed by General Sports Rules Condition 6 (save where otherwise specifically provided).

### **d) Time Markets**

Where a market is to be offered on the time of a particular goal, yellow/red card, corner or any other event in a match, the make-up will be deemed to be that shown by the TV station broadcasting the match. If the game is being covered by more than one television station and the television stations disagree about the time of the goal or event, or if the game is not televised at all, the time will be determined in accordance with General Sports Rules Condition 6.

### **e) Player Bookings (Yellow and Red Cards)**

The settlement of markets involving the incidence of cards shown to players during an individual match will be determined in accordance with General Sports Rules Condition 6. Bets may be provisionally settled by reference to all available evidence but if the official result differs from the result used for provisional settlement, settlement will be retrospectively adjusted so as to reflect the official result, provided that the official result is available within the period for final settlement set out in General Sports Rules Condition 6. It should be noted that any bet taken on the basis of a wrong score so far will be re-rated to reflect the actual score so far (see General Sports Rules Condition 5). A player receiving a red card as a consequence of receiving a second yellow card will in all cases be deemed to have been shown one yellow card and one red card. Bookings markets are settled by reference to

cards shown during the first or second half of the match including injury time but excluding extra time. Cards will only count which are shown to players after they take the pitch for the first time and before they leave the pitch for the final time. Cards shown to non-players (e.g. managers) do not count. Any card shown after the full-time whistle has been blown shall be disregarded. If after the final whistle a card shown during a game is rescinded, or reduced to a yellow card from a red card, that will not affect the settlement of any markets involving bookings on the game in question. For markets involving the time of yellow and red cards, these markets will be settled by reference to the time at which the relevant card is shown.

For final settlement we will consult the following sources:

Spain - <http://www.rfef.es>

Germany - <http://www.bundesliga.de>

Italy - <http://www.gazzetta.it>

Netherlands - <http://www.knvb.nl>

France - <http://www.frenchleague.com>

Portugal - <http://www.fpf.pt>

Sweden - <http://www.svenskfotboll.se>

Norway - <http://www.glomdalen.no/fotball/live>

Denmark - <http://www.extrabladet.dk/sport/sportsresultater/>

[ligaprogram/?rid=71](http://www.ligaprogram/?rid=71)

Finland - <http://www.veikkausliiga.com>

### **f) Team Performance & Mini Team Performance Index**

Where we are quoting a team performance index, the individual

components will be determined in accordance with (a), (c), (d) and (e) above.

### **g) Player Performance Index**

Unless otherwise advised, these markets will be tracked and scored by Opta, whose decision will be final (see General Sports Rules Condition 6). For the purpose of this market the player must start the match for bets to stand. All opening or closing bets placed on a player at half time who does not play in the second half will be void (see General Sports Rules Condition 4).

### **h) Hotshots Index**

Where a market awards points for each goal scored by a selected group of players in a football match:

- (i) own goals by a named player do not count;
- (ii) in the event of any uncertainty about the identity of a goalscorer the settlement procedure set out in football (b) will apply;
- (iii) unless stated otherwise, a specified points allocation will be awarded to each of the named players who takes no part in the 90 minutes play;
- (iv) if none of the named players start, bets on this market will be voided;
- (v) in 'My Hotshots' markets, if any of the named players do not start, the market will be voided.

### **i) Cross Goals**

This market is offered on a group of matches and it is the total number of goals scored by the home sides multiplied by the total number of goals

scored by the away sides. Where one or more match is cancelled or postponed, regardless of their rescheduling, the home and away teams will be allocated a respective number of goals for that match according to individual goal supremacy and total goals quotes for the game where offered. Once an individual supremacy and total goals quote for the match has been obtained the teams will be allocated goals by adding the midpoints of the two quotes together and dividing by two. These goals will be allocated to the favourite for the match (regardless of whether the favourite is home or away) with the remainder of goals in the match being allocated to their opponent. Where no individual goal quote is available on the match then the make-up will be pro-rated from a Group of Goals total where available. If neither a goal allocation can be derived nor an individual supremacy market is available then the Cross Goals market will be void.

**j) Winning Distances, Premiership Pontoon, Certs, Mythical Matches**

Where one or more match is cancelled, postponed or abandoned, regardless of their rescheduling, these markets will be void. Both teams must play for mythical matches to stand.

**k) Going For Goals**

On a group of matches, where one or more match is cancelled, postponed or abandoned, regardless of their rescheduling, one point per cancelled, postponed or abandoned match will be allocated. Where less than 50%

of the matches within the group are completed, any bet on the market shall be void, whether open or closed. Should a season be curtailed for any reason, the season long 'Going For Goals' market would be settled in accordance with General Sports Rules Condition 12.

**l) Individual Player Goal Minutes**

Own goals do not count toward player goal minutes. Unless otherwise stated, a player must start a game for bets to stand. In the event of uncertainty about who scored the goal, the opinion of the TV station which is broadcasting the event will be applied. If the game is being covered by more than one television station and the television stations disagree about who scored, or if the game is not televised at all, the player will be determined in accordance with General Sports Rules Condition 6.

**m) Tournament Markets**

In the case of markets made about the total number of occurrences such as goals or yellow cards which occur in a competition or tournament, extra time will be ignored, except where the contrary is clearly stated. For example, totals of World Cup goals, yellow cards and red cards are calculated by reference to the result in normal time in each completed constituent match. This is by way of contrast to index markets which will be settled according to the ultimate result of the competition and so will be affected by what occurs in extra time.

**n) Divisional Points**

All Season Points bets will be settled solely according to points gained on the pitch and irrespective of any point deductions. Championship and Relegation Indices will be settled according to the final league placing.

**o) Abandoned Games**

General Sports Rules Condition 2 applies and is for convenience set out: Where a market is traded in-play or at intervals and the underlying event is abandoned, then, if there is a tradeable quote on the market when play ceases, the market will be settled at the midpoint of the quote. Where there is no tradeable quote at the time when play ceases, any bet on the market, open or closed, shall be void. Markets traded in-play where the result is known at the time of abandonment (e.g. times of team goals, times of cards) will be settled on the basis of that result. If markets are not traded in-play then, in the case of abandonment, all bets will be void irrespective of whether the markets have made up or not. Where play ceases at the start of an interval (e.g. half-time) in which a market is to be updated, and the market is then updated, the first tradeable quote following the cessation of play is to be treated as the tradeable quote on the market when play ceases for the purposes of this condition.

**p) Postponement**

Where a match is postponed, all bets on that event which have not yet made up, will be void whether open or closed,

unless the market is being traded in-play or at intervals, in which case the market will be settled at the midpoint of the first updated quote following the last action to take place. All bets placed after the last completed action in the event will be void, whether open or closed. Bets on football matches are, unless otherwise stated, for the scheduled 90 minutes plus injury time, but excluding extra time. Extra time markets may be introduced at the end of the scheduled period. Bets on the amount of time before the first goal is scored will, in the case of a goalless draw, or of the first goal being scored in second half injury time, be settled at 90 minutes. Bets on the time of the last goal, in the event of a goalless draw, will be settled at zero minutes. If the venue of a game is changed, all bets will stand provided that the ground to which the game is moved is not the ground of either team involved in the match, in which case all bets on that individual game shall be void, whether open or closed.

**GOLF**

**a) Match Bets Scheduled for 36 Holes or Less**

If neither player completes one round, all bets on the match, whether open or closed, shall be void. In the event of a player's withdrawal or disqualification after teeing off in the event, a five stroke victory in the match will be awarded to whichever player has progressed further in the tournament, where progress is

measured by full rounds completed. Where the bet concerns a matchplay tournament, if a player withdraws before playing a shot, all bets on the match, whether open or closed, shall be void. If a player has withdrawn or been disqualified during the match, the player whose opponent has withdrawn or been disqualified shall be settled at the highest winning hole margin achievable at time of withdrawal or disqualification, to a maximum of five holes. In the event of each player withdrawing or being disqualified during the same round, all bets shall be void, whether open or closed. Bets on a match involving a player who, for whatever reason, takes no further part in a tournament following the making of the bet shall, whether open or closed, be void. The maximum make-up in matches scheduled to take place over 36 holes or less is 15 shots. Extra holes are irrelevant for the purposes of match bets, unless stated otherwise (see General Sports Rules Condition 16, Enhanced Match Betting). In an 18-hole match bet, any penalty or disqualification will only affect the settlement of a match bet relating to the round in which it occurs if it is announced before the player tees off in his next round.

#### **b) Match Bets Scheduled for More Than 36 Holes**

The same principles governing match bets over 36 holes or less will also apply to match bets over more than 36 holes, except that the margin of victory allocated in the event of withdrawal

or disqualification will be ten strokes, provided the bet has not already been settled. The maximum make-up for matches over more than 36 holes is 25 shots. Extra holes (e.g. play-off holes) are irrelevant for the purposes of match bets, unless stated otherwise. If either player misses the cut, both players' scores will be doubled at that stage (or adjusted, pro rata, where the number of rounds originally scheduled to be played is other than four or where the cut(s) is not at the halfway stage of the tournament). In the event of a player(s) making the cut and not being allowed to participate in subsequent rounds, both players' scores will be adjusted pro rata at that stage. Where a match bet has been settled at the cut stage, it is not affected in any way by the subsequent performance of a player who has made the cut, even in the event of his disqualification. For the avoidance of doubt, this rule will also apply to circumstances where the cut is re-defined after the start of the tournament, which may result in an unequal number of rounds being played by participants in a match bet.

#### **c) Finishing Positions**

A player will be deemed to have finished in the exact position that he/she finished in the field with a maximum make-up of 70. If a player tees off but subsequently withdraws, is disqualified, or retires prior to the cut then that player's finishing position will make-up at 70, unless otherwise stated. If a player withdraws, is disqualified or retires after the cut then that player's

finishing position makes up at the number of players who made the cut (with a maximum of 70). In the event of a player making the cut and not being allowed to participate in subsequent rounds for whatever reason, then that player's finishing position will be settled according to the official result (with a maximum of 70). Bets on a player who fails to tee off in his first round shall be void as will all bets, whether opening or closing, on a player who takes no further part in a tournament following the placing of the bet. If there is a tie, the market will be settled at the average finishing position of the tied players (with a maximum of 70). For example, if three players tie for 10th position, the market will make up at 11  $((10+11+12)/3=11)$ . However, if there is a playoff for first place, that playoff will only count for the purposes of determining the winner. No other ties will be split as a result of that playoff, i.e. in a three-way playoff the eventual winner's finishing position will be 1, and those of the other two will be 2.5, regardless of when they were eliminated in the playoff. Where a market is offered on finishing positions with 'no maximums', a player will be deemed to have finished in the exact position that player finished in the field with no maximum make-up, with the same settlement rules for ties as above. If a player withdraws or is disqualified, that player will be deemed to finish last of those remaining in the tournament at the time of withdrawal, or that player at the time of the announcement of the disqualification.

#### **d) Tournament Index**

If a player quoted in a Tournament Index does not tee off for his first round, we will apply the spread betting version of Rule 4 outlined in Horse Racing (j), based on the midpoint of that player's price at the beginning of the first round. A player who, having teed off, fails to complete a round, withdraws, or is disqualified, will be deemed to have finished last of the players in the index still playing in the tournament. A player who makes the two-round cut is always deemed to have beaten a player who misses the two-round cut, whatever his subsequent score. Playoffs will count to split ties for first place only (as in Golf (c) above). If one or more rounds have been completed, and the prices have been updated, and a player takes no further part in a tournament owing to withdrawal or disqualification, all bets struck on that player at the updated prices, whether open or closed, shall be void.

#### **e) Reduced Tournament**

If a tournament is reduced in length then all markets on the tournament relating to the finishing order of the players will be settled by reference to the official result. The winning score and markets relating to the number of times certain events occur during the tournament will be adjusted pro rata. In the event of a player's withdrawal or disqualification in a reduced tournament, the number of strokes awarded to the winner of a match involving him will be based on the number of rounds originally

scheduled, rather than the number of rounds completed. In the event of the cut being changed from the original set of conditions when a market was first advertised, the original conditions will apply for settlement for all markets. All players who made the original cut, but not the re-scheduled cut, will be deemed to have made the cut.

#### **f) Hotshots**

Where a market awards points based on the performance of a group of players in a tournament: (i) all named players must start the tournament for bets to stand; (ii) in contrast to Golf (c) above, where points are awarded for a top 10 finish, a player tying for 10th place would receive the full points allocation; (iii) if a tournament is reduced in length and an official result is declared, then all bets will be settled with reference to that result. If no cut is possible, then the points awarded for all Hotshots making the cut will only be allocated if all named players have been officially placed tied 70th or better. If there is no official result declared, then all bets will be void.

### **GREYHOUND RACING**

#### **a) Multiplied Trap Numbers (Barking Mad)**

At specific greyhound meetings we may offer a market in the aggregate total of multiplied forecast trap numbers (e.g. Trap 4 beats Trap 6 = 24). In the event of a void race, six-dog races will be allocated 12 points and eight-dog races

will be allocated 20 points. Re-run races count as void.

#### **b) Trebled Trap Numbers (Bananas)**

At specific greyhound meetings we may offer a market in the aggregate total of multiplied tricast trap numbers (e.g. Trap 4 beats Trap 6 (2nd) and Trap 2 (3rd) -  $4 \times 6 \times 2 = 48$ ). In the event of a void race, six-dog races will be allocated 35 points and eight-dog races will be allocated 90 points. Re-run races count as void.

#### **c) Favourites Index & Racing Post Favourites**

The Favourites Index works on the principle that a returned favourite is awarded a specified number of points for winning a race and a specified number for finishing second. In the case of joint or co-favourites, the lowest trap number counts for the index. In the case of a void race or where the favourite does not run, the favourite will be awarded the points allocation for second place. Re-run races count as void.

#### **d) Abandoned Meetings**

The rules for abandoned meetings are substantially the same as those for horse race meetings (see Horse Racing condition (o)).

#### **e) Match Betting**

Where there is a bet about the distance between two specified greyhounds in a race at the finish, the rules are substantially the same as those for horse racing (See Horse Racing (d)),

except that the maximum distance shall be 10 lengths. A distance shall also be regarded as 10 lengths. The results as published in the following day's tabloid edition of Racing Post (i.e. not the Betting Shop Display edition or [www.racingpost.co.uk](http://www.racingpost.co.uk)) will be final for settlement.

#### **f) Aggregate Distances**

Where there is a market on aggregate winning distances at a Greyhound meeting, or the televised part of a meeting, the same rules will apply as in match betting above. In the case of a void race, a distance of two lengths will be awarded for that race.

#### **g) Individual Race Index**

Where there is a market on the performance of greyhounds in an individual race, the same rules will apply as in Horse Racing (j). However, where a reserve runs in the place of a non-runner, Rule 4 will be applied and the reserve excluded for the purposes of the race index.

#### **h) What A Picture**

Where there is a market based on the photo finishes at a Greyhound meeting, in the case of a void race, 0.3 points will be awarded for that race.

#### **i) Hobbs's Choice**

Where there is a market based on pre-defined selections at a Greyhound meeting, in the case of a void race, 5 points will be allocated and the selection will be deemed to have been placed.

#### **j) Trap Challenge**

We offer prices on which trap will win the most races at selected meetings. Points are awarded as follows: Winning trap = 50 points, Second = 25pts, Third = 10pts. In the event of an individual race being a dead heat for any position an average will be applied. Trap challenge bets are unaffected by reserves, vacant traps or void races. If the meeting is abandoned, then the Trap Challenge market will be settled at the midpoint of the last available quote.

#### **k) Stop at a Winner**

A prediction on the number of races on a racecard to lapse before the specified trap wins a race. The make-up is 10 times the number of that particular race. In the event of the specified trap not winning a race the make-up will be 10 times one more than the number of races, i.e. 130 on a twelve race card. In the event of a dead-heat then both traps will be deemed to have won that particular race. All bets are unaffected by reserves or vacant traps. If a race is void then the 10 points for that race will not be allocated to any trap. If the meeting is abandoned, the market will be settled at the midpoint of the quote at the time of abandonment.

### **HORSE RACING**

#### **a) Dead Heats**

If two or more horses dead heat for any place, an average will be applied. For example, if, in a bet involving the starting prices of the winners, two dead

heating horses had starting prices of 2/1 and 4/1, the starting price of the winner would be considered to be 3/1. The winning distance in a dead heat would be zero.

#### **b) Race Card Numbers**

This is a market about the total of the race card numbers of the winning horses at a race meeting, and the bet concerns the aggregate of the race card numbers, doubled for convenience. For example, if there were six races and the winning numbers had been 3, 4, 5, 6, 7 and 8, a total of 33, the result would be 66.

#### **c) Aggregate Starting Prices**

This is a market about the sum of the starting prices of the winners at a race meeting. Any starting price in excess of 100/1 shall be treated as a starting price of 100/1. Where a starting price is not a whole number, the price will be rounded to the nearest first decimal place (halves going up). For example 9/4, which is 2.25-to-1, counts as 2.3. Where no SP is returned the make-up for the race will be 1.

#### **d) Match Betting**

Where there is a bet about the distance between two specified horses in a race at the finish (but see under Horse Racing (e) for bets on aggregate distances) the maximum distances for the purpose of these bets will be 12 lengths in the case of Flat racing and 15 lengths for National Hunt races. For distances below a length, the following will be applied:

Nose	0.05
Short head	0.1
Head	0.2
Short-neck	0.25
Neck	0.3
Half a length	0.5
Three quarters of a length	0.75

For the purposes of such bets the distance between the horses will be the officially declared distance of those horses which have completed the race and followed the correct course. If any horse in a match bet does not come under starter's orders, any bets on that match, whether open or closed, shall be void. If one horse in a match fails to complete, or takes the wrong course, the other will be considered to have won the match by the maximum distance. If both horses fail to complete, or take the wrong course, all bets on that match, whether open or closed, shall be void. Any subsequent disqualification, stewards' enquiry or amendment shall affect bets only if (i) it determines that one or more horses failed to complete the correct course, or (ii) the official distances are amended by the judge. The settlement of bets will only be affected if such a disqualification or amendment takes place on the day of the race. If no official distances are declared, the distances between the horses will, subject to the maximum distances set out above, be determined by the number of places between them multiplied by two lengths per position.

#### **e) Aggregate Distances**

When there is a market on the aggregate of the winning distances on racing at a particular meeting, the same rules will apply as with match betting (see Horse Racing (d) above), except that the maximum winning distance shall in the case of a Flat race be considered to be 12 lengths and shall in the case of a National Hunt race be considered to be 30 lengths. In the case of a horse finishing alone, or winning by 'a distance', the distance will be settled as 12 lengths in a Flat race and 30 lengths in a National Hunt race. For the avoidance of doubt, the winning distance in a race will be the officially declared distance between the first two horses which have completed the race and followed the correct course.

#### **f) Favourites Index**

This is a market on the performance of the favourites for a day's racing at a particular meeting. Unless otherwise stated, the quotation is made on the basis that the horse which is the SP favourite is awarded 25 points if it wins, 10 points if it is second and 5 points if it is third. If there are joint or co-favourites in a race, the horse with the lowest race card number is considered, for the purposes of the bet, to be the favourite. If the returned favourite (as published in the following day's tabloid edition of the Racing Post) has not come under starter's orders then, for the purposes of the bet if its price at the time of withdrawal is: equal to or greater than 5/1, 5 points will be awarded. Less than 5/1 but greater than evens, 10

points will be awarded. Evens or less, 15 points will be awarded. If the returned favourite (as published in the following day's tabloid edition of the Racing Post) in the last race on the card does not come under starter's orders, bets on the favourites index struck subsequent to the previous race shall be void. In the event of no SP being returned the favourite will be deemed to be the shortest price horse in the tabloid edition of the Racing Post betting forecast to come under starter's orders.

#### **g) Jockey Index**

Unless otherwise stated, bets on the performance of a jockey at a race meeting work on the same principles as those on favourites (see Horse Racing (f) above). 25 points are awarded for a winner, 10 points for a runner up, and 5 points for a third. If for any reason the jockey on whom the bet was made does not ride his intended mount in a race, but the horse still runs, then, for the purposes of the bet, the horse still counts as if it had been ridden by the 'intended' jockey. The intended mount will be taken to be the horse published in the Racing Post on the day of the race as to be ridden by the jockey concerned. If the jockey rides any horse which, according to that day's tabloid edition of the Racing Post, he was not scheduled to ride, that ride does not count for the purpose of bets on that jockey. If the jockey has a non-runner then, if no betting show has been passed by SIS, if the SP forecast for that horse given by the Racing Post is: equal to or greater than 5/1, 5 points will be awarded. Less

than 5/1 but greater than evens, 10 points will be awarded. Evens or less, 15 points will be awarded. If a betting show has been passed by SIS, then points will be awarded as above according to the horse's price at the time of withdrawal. If the last intended mount of the jockey concerned does not come under starter's orders, bets on the jockey index placed subsequent to the previous race in which the jockey concerned had an intended mount shall be void, whether open or closed. The same principles will apply to trainers.

#### **h) Heavyweights**

This is a market on the performance of the Racecard Number 1's for a day's racing at a particular meeting. Unless otherwise stated, the quotation is made on the basis that the Racecard Number 1's in each race is awarded 25 points if it wins, 10 points if it is second, and 5 points if it is third. Bets on the performance of Racecard Number 1's at a race meeting work on the same principles as those on the Favourites Index and Jockey Index (see horse racing (f) and (g) above).

#### **i) Featherweights**

This is a market on the performance of the horse at the bottom of the racecard for a day's racing at a particular meeting. Unless otherwise stated, the quotation is made on the basis that the Featherweights in each race is awarded 25 points if it wins, 10 points if it is second, 5 points if it is third. Bets on the performance of Featherweights at a race meeting work on the same principles

as those on the Favourites Index and Jockey Index (see horse racing (f) and (g) above).

#### **j) Individual Race Index**

A bet may be offered about the performance of horses in individual races, awarding points according to official finishing positions. If a named horse, as opposed to a horse quoted as part of 'The Field', fails to come under starter's orders, there will apply the following spread betting version of Tattersalls' Rule 4 which deals with deductions from bets in the event of a non-runner. We take the midpoint of the horse's quote at the time of withdrawal and reduce the points awarded by that amount, scaling down the points awarded for each position in the appropriate proportion. Any resulting decimals will be rounded to the nearest decimal place (halves rounded up). So, in an index where 25 points were awarded to the winner, 10 points for second and 5 points for third, if a horse with a midpoint of 8 was withdrawn, the rule works as follows: There were (25+10+5) i.e. 40 points available, and this is reduced by 8, i.e. 20%. The new values for winner, second and third will be reduced by 20%, becoming 20, 8 and 4. If a horse quoted as part of 'The Field' fails to come under starter's orders, all bets will stand and there will be no deduction. Bets on any non-runner are void, whether open or closed.

#### **k) Stop At A Winner**

Where we offer a market on the earliest race on a card to be won by the

favourite, and the make-up is 10 times the number of that race, the make-up in the event of there being no winning favourite will be 10 times one more than the number of races, i.e. 80 on a seven race card. Where there are joint or co-favourites, the horse with the lowest racecard number is considered to be the favourite. A favourite which dead heats for first place is treated as an outright winner, by way of exception to Horse Racing (a). In the event of a void race or the returned favourite being withdrawn, the make-up will be deemed to be the midpoint of our quotation at the time. In this event all bets struck subsequent to the previous race shall be void, whether open or closed.

#### **l) Racing Post Favourites**

Where a bet is offered at a race meeting on the performance of the horses nominated as favourites by that day's Racing Post betting forecast, settlement will be based on the horse nominated as favourite by the tabloid edition of Racing Post (i.e. not the Betting Shop Display edition or racingpost.co.uk). In the event of joint or co-favourites being forecast by the Racing Post, settlement will be based on the first named horse in the Racing Post betting forecast. This is by exception to Favourites Index rule (f), which uses the lowest racecard number.

#### **m) Multi Mules**

This is a market based on multiplying the card number of the horse finishing first by the card number of the horse finishing second. In the event of only

one horse finishing the race, the make up for that race will be zero.

#### **n) Aggregate Racing Markets**

These markets are offered for our standard horse racing markets across a specified number of meetings. If any race meeting included in these aggregate markets becomes abandoned then the allocation for a particular market to the aggregates will be the mid-point of the last available quote for the individual meeting market.

#### **o) Abandoned Meetings**

If a meeting is abandoned after the completion of the first race all bets will stand, and will be settled as if the number concerned (e.g. race card numbers, aggregate distances, favourites index, jockey index or aggregate starting prices) was the mid-point of the first updated quotation after the conclusion of the last completed race prior to abandonment. In the event of certain races on a card being cancelled, if such races were originally scheduled to take place before the last completed race prior to abandonment, then points for each such race will be allocated as per Horse Racing Rule (p) Void Races. If such races were scheduled to take place after the last completed race prior to abandonment, then no points will be allocated, as the midpoint settlement will reflect the points allocation for those races yet to be run. All bets, whether open or closed, placed after the end of the last completed race shall

be void. If no race is completed all bets, whether open or closed, shall be void.

#### **p) Void Races**

In the event of a race being declared void, the following will be awarded for that race:

- (i) Racecard numbers: the number of declared runners for that race
- (ii) Match bets: void
- (iii) Aggregate distances: 2 lengths on the Flat; 10 lengths for National Hunt
- (iv) Jockeys: as for jockey non-runner (see (g) above)
- (v) Favourites, Racing Post Favourites, Heavyweights and Featherweights: as for jockey non-runner (see (g) above)
- (vi) SPs: half the number of declared runners

If there are no finishers in a race, it shall be treated as void.

#### **q) Walkovers**

Walkovers will be excluded from all markets unless created by the withdrawal of a horse after we have begun quoting a market concerning the race in question, in which case the make-ups will be as follows:

- (i) Racecard numbers: number of horse walking over, doubled
- (ii) Favourite: 20 points
- (iii) Starting price: 1 point
- (iv) Distances: Flat 5 lengths, National Hunt 12 lengths

## **MOTOR RACING AND MOTOR SPORT**

### **a) Podium Positions**

Podium positions are final for settlement of individual race markets. The first warm-up lap counts as the start of each race.

### **b) Curtailment or Abandonment**

If a race is curtailed or abandoned and no podium ceremony takes place (i.e. no official result is declared) then all bets, open and closed, shall be void, unless there is an official result in which case bets will be settled by reference to that result. For the purpose of 'yellow flag laps' in NASCAR and Indycar races, the full scheduled race distance must be completed for bets to stand.

### **c) Qualifying Markets**

Markets on qualifying performance will be settled according to the race grid prevailing at the start of the first practice session following the completion of qualifying. In a qualifying match bet each driver must complete at least one full lap for bets on that match to stand.

### **d) Seasonal Points Markets**

Seasonal points markets will be advertised on the basis of a specific number of races at the start of the season. If fewer than the stipulated number of races takes place then the drivers' and constructors' points will be adjusted pro rata. If additional races are added to the schedule, settlement will still be based on the number of races stipulated at the start of the season,

irrespective of where they are run. So, if markets are based on the expectation that 16 races will be run, but two additional races are added to the schedule, settlement will be based on the results of the first 16 races to be run irrespective of whether the first 16 races include either of the two additional races.

### **e) Abandonment; Long-Term Markets**

If any Grand Prix is abandoned, or where no official result is declared, then for the purposes of all long-term markets: (i) the race in question shall be disregarded, if the number of races completed in the season is not less than the number of races stipulated at the start of the season; or (ii) the market shall be adjusted pro rata, if the number of races completed in the season is less than the number of races stipulated at the start of the season.

### **f) FIA Rules**

The rules of the FIA apply. Settlement of seasonal markets will take into account any ruling (at first instance or on appeal) on drivers' or constructors' points, provided that the ruling is announced before the last race of the season which counts for the purposes of the market.

### **g) Settlement of Points Markets**

Podium positions for the final race of the season (or last of the stipulated number of races, where applicable), will be used for settlement of drivers' or constructors' points, and nothing occurring thereafter shall affect the settlement of those markets.

### **h) Settlement of Championship Markets**

For indices based on the drivers' and constructors' championship, settlement will be based on the podium positions at the last race of the season, and nothing occurring thereafter shall affect the settlement of those markets.

### **i) Winning Margin Markets**

Winning margins will be settled on the official winning margin as the first and second cars cross the winning line. Any time penalty or disqualification incurred after the race by any drivers who finished the race will not be taken into account for the purposes of this market. If only one car finishes, winning margin bets will be settled at the stipulated maximum make-up.

### **j) Other Motor Sports**

Markets relating to Formula 1, NASCAR, A1 and Indycar races are treated in accordance with Motor Racing.

## **RUGBY LEAGUE AND UNION**

### **a) Penalty Try**

If a penalty try is awarded in a Rugby Union match, the shirt number of the tryscorer will be deemed to be eight. If a penalty try is awarded in a Rugby League match, the shirt number of the tryscorer will be deemed to be that of the player awarded the penalty try (or the player who would have scored the try). In the case of no player being awarded a penalty try in a Rugby League match, the shirt number of the

tryscorer will be deemed to be seven.

### **b) Shirt Numbers**

For the purposes of any bet about shirt numbers, a player will be deemed to wear throughout the game the shirt worn at the start of play (or, in the case of a substitute, when he comes on to the pitch). Any player whose shirt number bears no number at the start (or, in the case of a substitute, when he comes on to the pitch) will be considered to be wearing the number allocated to that player on the team sheet. In the event of that player not being mentioned on the team sheet, the player will be allocated the number 16 for rugby union and 14 for rugby league. If any player wears a shirt with letters instead of numbers, the alphabet is taken to correspond with numbers 1 to 26 e.g. A=1, J=10 etc. In the event of any uncertainty about the identity of a tryscorer, the settlement procedure set out in Football (b) will apply.

### **c) Named Tryscorers**

Where a bet is offered about the identity of a specified number of tryscorers in a Rugby match: i) Penalty tries do not count in a Rugby Union match, notwithstanding a broadcaster's decision to award them to a named player. In a Rugby League match, the penalty try will be credited to the player who has been awarded the penalty try (or the player who would have scored the try). In the case of no player being awarded a penalty try in a Rugby League match, that penalty try will not count. ii) In the event of

uncertainty about the identity of a tryscorer, the settlement procedures set out in Football (b) will apply. iii) Unless otherwise stated, a specified point's allocation will be awarded to each of the named players who take no part in the 80 minutes play, plus injury time.

### **d) Hotshots**

For players who do not play any part in a match, an allocation of 8 points per non participating player will apply to Hotshots, unless otherwise stipulated. If none of the players participate the market shall be void.

### **e) Rugby Union Player Try Minutes**

Players must start the match for bets to stand, i.e. players starting from the bench will not count.

### **f) Rugby League Player Try Minutes**

Players do not need to start the match but must play some part of the match for bets to stand, i.e. players starting from the bench will count provided they come onto the pitch.

## **SNOOKER**

### **a) Official Result**

Where an official result is given by the tournament organisers all bets on a snooker match will be settled accordingly. Where either player fails for any reason to complete the match and no official result is given, markets traded in-play or at intervals will be settled at the mid-point of the of the last tradeable quote when play ceases,

whilst other markets will be void.

## **SPEEDWAY**

### **a) Domestic Speedway**

All supremacy trades (including any placed in-play) will stand provided an official result is declared and 12 out of a possible 15 heats are run.

### **b) Grand Prix Speedway**

Grand Prix outright indices and heat indices will be settled as per the official result. Rule 4's may apply to outright indices. In heat indices, all four riders must go to the tape for bets to stand. If any rider is replaced then all bets on that heat are void.

## **TENNIS**

### **a) Individual Matches**

(i) Duration of match reduced: If the maximum duration of a match is reduced (but not by reason of the disqualification or retirement of one of the players during the match, such scenario being dealt with in paragraph (ii) below), e.g. from five sets to three sets, all bets (including supremacy, total games and set supremacy bets), whether open or closed, shall be void. (ii) Player retires or is disqualified during match traded in-play:

Where the match is traded in-play, the player's retirement or disqualification will result in the game taken to be abandoned and the relevant in-play market will be dealt with and settled

according to General Sports Rules Condition 2.

(iii) Player retires or is disqualified during match not traded in-play:

Any match not traded in-play during which a player retires or is disqualified will be settled according to the following rules, which supersede General Sports Rules Condition 2: Match supremacy will be settled awarding the unfinished sets needed for victory to the player going through to the next round/winning the match. (For example if a player retires in the first set, his opponent will be deemed to have won a five set match 3-0).

All other markets will be void unless they have already made up (e.g. Stop At An Ace).

### **b) Special Markets**

Special markets may be offered from time to time about performances. Markets are settled in accordance with General Sports Rules Condition 6 unless otherwise stated. Where a market is offered which relates to the number of occurrences of certain events within a tournament, and the tournament is postponed or cancelled, or the length of the tournament is reduced, any bet on such markets, whether open or closed, shall be void.

## **OTHER SPORTS**

Any market for any other sport not listed with its own individual rules will be governed by General Sports Rules Condition 8.

## **SECTION 4 COMPLAINTS HANDLING PROCEDURE**

As a Financial Services Authority authorised and regulated firm, Sporting Index Limited is required to comply with the Financial Services Authority's rules for the handling of complaints. This section summarises our procedures for handling complaints.

### **a) Eligible Complainants**

Any applicants who have successfully opened an account in accordance with Sporting Index's procedures or past clients, where the complaint arises out of matters relevant to his/her having been a customer of Sporting Index.

### **b) Appropriate Complaints**

A formal complaint, received by email, telephone, fax or letter, about an aspect of the Sporting Index's service either offered or withheld. For clarification, day-to-day enquiries, for example about a make-up price or deal query, are excluded.

### **c) Investigation of Complaints**

Complaints will be handled or reviewed by staff of sufficient experience, competence and authority. Any complaint which has not been resolved satisfactorily by Sporting Index's Customer Services Team will, at the time of acknowledgement to the client, be referred to the Sporting Index's Compliance Department. Please note that Sporting Index reserve the right to suspend an account until investigations

into your complaint are concluded.

### **d) Exemptions to These Procedures If:**

- (i) The complaint does not involve an allegation that the complainant has suffered, or may suffer, material financial loss, stress or inconvenience; or
- (ii) The complaint has been resolved by the end of the following business day (the definition of business day for this purpose is between the hours of 9am and 5pm Monday to Friday); or
- (iii) The complaint does not relate to an activity of the firm that comes under the Financial Ombudsman Service then the procedures summarised in this section will not apply.

### **e) Time Limits**

A complaint will be acknowledged within 5 business days and include the name and job title of the relevant contact point together with summarised details of these internal complaint handling procedures. Within 4 weeks of receiving a complaint, the complainant will be sent:

EITHER

a final response which:

- (i) accepts the complaint and, where appropriate, offers redress (financial or otherwise), or
- (ii) offers redress without accepting the complaint, or
- (iii) rejects the complaint and gives reasons for doing so

OR

a holding response, which explains

why the firm is not yet in a position to resolve the complaint. This will give an indication of when further contact will be made which must, at the very latest, be within eight weeks of receipt of the complaint.

Within 8 weeks of the receipt of a complaint, or when the complainant is sent a final response, the person handling the complaint will:

- (i) inform the complainant that he may refer the matter to the Financial Ombudsman Service ('FOS') within 6 months, and
- (ii) include an explanatory leaflet about the FOS.

### **f) Offers of Redress**

Where a complainant has suffered a material financial loss and it is decided that redress is appropriate, the aim will be to provide the complainant with fair compensation for any acts or omissions where Sporting Index accepts responsibility.

## SECTION 5 PRIVACY POLICY

The privacy of any personal information you provide to Sporting Index is of the utmost importance to us because we know it is of the utmost importance to you. We endeavour not only to ensure that our business practices are compliant with all relevant privacy regulations but also to give you full confidence that we respect your privacy rights.

This website is operated by Sporting Index Ltd, a company registered in the UK and authorised and regulated by the UK's Financial Services Authority. Click here for our full contact details.

The following privacy policy will help you understand how we collect, use and protect personal information that you provide to us.

### **a) Information that we collect**

Personal information is collated and stored primarily during the account application process, but is also monitored and recorded when there is activity on your account and at other times when you use this website or communicate with us.

As with many other websites, we may use software known as cookies to store information relating to your preferences. We use cookies to store certain types of information each time you use our site. Cookies enable our system to recognise your computer, and to ensure that

your account is attributed to the user who inputs the correct username and password for that account. For further information about cookies please refer to [www.allaboutcookies.org](http://www.allaboutcookies.org).

The personal information that we collect may include data such as: contact information (including name, address, age, gender, telephone number and email address), billing information (including payment card details), transaction history and web site usage preferences. This information is held by us in secure form on servers based in the UK and elsewhere from time to time.

To ensure we deliver the best quality service we may monitor and record any communication you have with us whether in writing, by phone or by email. Email is not encrypted and we therefore recommend that you do not send us personal information by email.

### **b) Use of your information**

By providing your personal information and registering with us or logging on with us when you use our website, you explicitly consent to this Privacy Policy and you authorise us, our staff, affiliates, subsidiaries, agents and suppliers to use your personal data and to disclose your personal data to third parties for the purposes of validating the information you provide to us in the course of using this website, including where necessary the transfer of information outside of your country.

Personal information submitted by you

to us will only be used to the extent that it is strictly necessary for one of the following purposes:

- Assisting us in setting up and managing your account by carrying out identity, address verification and credit checks.
- To respond to any enquiry from you regarding any transaction that you have had with us.
- To provide a more personalised service.
- To run competitions and other promotional activities.
- To send you details of products, services and special offers that we, feel may be of interest to you.

Save in relation to paragraph c) below, only where we have your permission will we transfer your details to any other company within our group or a third-party organisation so that they can communicate with you.

We may however need to transfer a copy of your personal details to a company within the Sporting Index group of companies to facilitate quick and easy registration, but we will ask you to confirm you agree to this before we do it.

We reserve the right to conduct a security review at any time to validate your identity, age, any registration data provided by you and to verify your use of this website and your financial transactions for potential breach of our [account operating rules](#) and of applicable law.

Security reviews may include, but are not limited to, ordering a credit report and/or otherwise verifying the information you provide against third party databases. In addition, to facilitate these security reviews, you agree to provide such information or documentation as we may request.

The use of this website to collect and process personal information may involve the transfer of data internationally. All sensitive client details are protected in accordance with the UK's Data Protection Act 1998. In addition, we abide by EU privacy laws to ensure the protection of clients' privacy and trans-border data flow.

### **c) Disclosure of your information**

Sporting Index Ltd has access to your information for use in accordance with our [account operating rules](#). In addition to any disclosure detailed above, please note that personal information that you provide to us may be disclosed to the following parties:

- Our professional advisers or other appropriate third parties, if we believe your use of our service or this website is in breach of our terms and conditions; and
- Any competent legal, regulatory or law enforcement authority which makes a legally compliant request for its disclosure
- Otherwise, we will not disclose your name, address and other information which identifies you personally to any third party without your consent.

**d) Third-party practices**

We cannot ensure the protection of any information that you provide to a third party website that links to or from this website, or any information collected by any third party administering our affiliate program or any other program on our behalf, since these third party online websites are owned and operated independently of us.

Any information collected by these third parties is not governed by this privacy policy but by their own terms and conditions, if any, of such third party. If you have questions about a third party's information practices, please read its privacy policy. We assume no responsibility or liability whatsoever for the practices, actions or policies of such third parties. .

**e) Changes to your details**

If there are personal details you would like to update please contact our [Customer Services team](#).

**f) Changes to our privacy policy**

In accordance with our [account operating rules](#), Sporting Index reserves the right to alter the purposes for which it processes your personal information. If we consider it appropriate to make any such change, you will be notified as soon as practicable. You may at any time request a copy of your personal information held by the Sporting Index group of companies in accordance with subject access rules in the UK Data Protection Act 1998.