

TERMS OF USE
(Effective: November 2023)

IMPORTANT: PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

These Terms of Use ("TOU") describe the conditions for the usage of this website, www.bsports.ph ("Site"), which is operated by Skybet Gaming Corporation ("Corporation").

These TOU are issued on behalf of the Corporation and it is responsible for the establishment, maintenance, and management of this Site.

By visiting the Site and/or using the features made available to you on the Site, you are agreeing to its TOU.

The use of this Site is subject to the following TOU:

1. OPENING OR REGISTERING AN ACCOUNT

- 1.1. To utilize our products and services ("Services") and undertake any betting transactions on this Site, you must first register on the Site and open an Account.
- 1.2. In order to open your Account, you will be asked to provide us with your name, date of birth, and other details including, but not limited to, your address, telephone number, email address, and payment/bank details, as applicable ("Personal Information").
- 1.3. You agree to provide all relevant Personal Information to the Corporation for the opening of your Account and it is your responsibility to ensure that your Personal Information are kept up-to-date on the Site. You may update your Personal Information as required from time to time through the Account Page on the Site or by contacting our customer service.
- 1.4. For information relating to our collection and processing of your Personal Information, please refer to our Privacy Policy.
- 1.5. In opening an account on this Site, you warrant that:
 - 1.5.1. You agree that your use of this Site is at your sole risk and further understand and agree that by using the Site and/or the Services, you may lose money on bets and you accept full responsibility for any such loss;
 - 1.5.2. You are at least twenty-one (21) or above the age at which gambling or gaming activities are legal under the law or jurisdiction that applies to you;

- 1.5.3. Gambling is not illegal in the country in which you reside;
 - 1.5.4. You are not excluded or currently self-excluded from gambling, or otherwise prohibited under Malacañang Memorandum Circular No. 8 dated August 28, 2001;
 - 1.5.5. You accept and acknowledge that you are solely responsible for understanding and complying with any laws and regulations applicable in the country in which you reside;
 - 1.5.6. You have not previously had an Account closed by the Corporation for any reason; and
 - 1.5.7. You are opening an Account for your own personal use.
- 1.6. You may open only one Account with us. Any additional Account/s that are opened may, in our sole and absolute discretion, be closed in accordance with the TOU.
 - 1.7. You may not open an Account or operate an Account on behalf of a business or legal entity, or another person.
 - 1.8. Pursuant to existing laws and regulations, the following are prohibited from using this Site:
 - 1.8.1. Persons under 21 years of age or students of any school, college or university in the Philippines
 - 1.8.2. Government officials and employees connected directly with the operation of the government or any of its agencies
 - 1.8.3. Members of the Philippine National Police (PNP) and Armed Forces of the Philippines (AFP);
 - 1.8.4. PAGCOR officials and employees
 - 1.8.5. Gaming site Operators and employees
 - 1.8.6. Unregistered players;
 - 1.8.7. Banned individuals; or
 - 1.8.8. Spouse, common-law partner, children, parents of officials and persons mentioned in items (2), (3), and (4) above.

2. KNOW-YOUR-CUSTOMER POLICY AND VERIFICATION OF IDENTITY

- 2.1. By accepting these Terms and Conditions you warrant that the name and address you supply when opening Your Account are correct.
- 2.2. By agreeing to these Terms and Conditions you authorize us to undertake any such verification checks from time to time as we may require ourselves or may be required by third parties (including, but not limited to, regulatory bodies) to confirm these facts ("ID Checks"). You agree that from time to time, upon our request, you may be required to provide additional details in respect of any of such information you have provided us, including in relation to any deposits which you have made into your Account.
- 2.3. Whilst we are undertaking any ID Checks from time to time, we may restrict you from withdrawing funds from Your Account and/or prevent access to all or certain parts of the Website. Please note that we may from time to time re-perform the ID Checks for regulatory, security or other business reasons. If any such restrictions cause you a problem, please contact our customer service.
- 2.4. In accordance with our Privacy Policy, you accept that we may from time to time and at our sole discretion, utilize the services of third parties to validate the Personal Information. By accepting these Terms and Conditions you consent to the ID Checks being made by or with these third parties.
- 2.5. List of accepted IDs: National ID; Driver's License; Passport (only accepts Philippine Passport); UMID; Philhealth ID (NEW); BIR (TIN); Voter's ID; SSS (with date of birth); Postal ID; Overseas Workers Welfare Administration (OWWA) ID; Seaman's Book; Alien Certificate of Registration Immigrant Certificate of Registration; or Professional Regulation Commission (PRC) ID.

3. ACCOUNT DETAILS

- 3.1. As part of our security procedures, on opening an Account you may be required to provide us with a username and password ("Account Details"). You must treat your Account Details as confidential and must not disclose them to any third party.
- 3.2. You shall be responsible for any misuse and/or unauthorized disclosure of your Account Details. If you are concerned that your Account Details have been deliberately or unintentionally disclosed to a third party, or that your Account has been accessed by any third party without your knowledge or consent, you must notify customer service immediately to deactivate your Account.
- 3.3. Any bets or requests made online where the correct Account Details have been used will be considered valid and binding to you and us. Only after your notification

to us that your Account Details have been compromised and we have deactivated Your Account, will bets or requests made via the Website using your Account Details be deemed void.

- 3.4. We may require you to change your Account Details from time to time or we may suspend Your Account if we have reason to believe that there is likely to be a breach of security or misuse of the Website. We may, at our sole and absolute discretion, change your Account Details on prior notice to you.

4. OPT IN FOR COMMUNICATIONS

- 4.1. By opening an Account, you agree to receive communication materials including, but not limited to, administrative and legally-mandated announcements, projects, campaigns, or promotional materials via electronic mail, short message services, phone calls, and/or social media.\

5. RESPONSIBLE GAMING

- 5.1. As defined under the Responsible Gaming Code of Practice, Problem Gambling means an urge to continuously gamble despite harmful negative consequences or a desire to stop. It is often defined by whether harm is experienced by the gambler or others, as a result of the gambler's behavior.
- 5.2. You may be experiencing Gambling Addiction or Problem Gambling if you are experiencing any of the following:
 - 5.2.1. Being preoccupied with gambling, such as constantly planning gambling activities and how to get more gambling money;
 - 5.2.2. Needing to gamble with increasing amounts of money to get the same thrill;
 - 5.2.3. Trying to control, cut back or stop gambling, without success;
 - 5.2.4. Feeling restless or irritable when you try to cut down on gambling;
 - 5.2.5. Gambling to escape problems or relieve feelings of helplessness, guilt, anxiety or depression;
 - 5.2.6. Trying to get back lost money by gambling more (chasing losses);
 - 5.2.7. Lying to family members or others to hide the extent of your gambling;
 - 5.2.8. Risking or losing important relationships, a job, or school or work opportunities because of gambling; or

- 5.2.9. Asking others to bail you out of financial trouble because you gambled money away.
- 5.3. Gambling is meant to be a fun and entertaining activity if done responsibly. Gambling should never be a source of income. You should likewise not engage in gambling if you are using money which you cannot afford to lose.
- 5.4. If you feel you are experiencing any of the above signs, you may get in touch with the following organizations to seek help:
 - 5.4.1. Life Changer Recovery Center
Contact: (02) 415-7964/415-6529
Website: www.lifechangerecovery.ph
 - 5.4.2. Bridges of Hope Drugs and Alcohol Rehabilitation Foundation, Inc.
Contact: (02) 622-0193/0917-5098826
Website: www.bridgesofhope.ph
 - 5.4.3. You may also contact PAGCOR Self Exclusion Program: keepitfun@pagcor.ph; [Self-Exclusion Form](#)

6. INTELLECTUAL PROPERTY

- 6.1. The contents of the Website are protected by international copyright laws and other intellectual property rights. The owner of these rights is Rivalry or other third party licensors.
- 6.2. Except to the extent required to use a product for the purpose of placing Bets, no part of the Website may be reproduced or stored, modified, copied, republished, uploaded, posted, transmitted or distributed, by any means or in any manner, or included in any other website or in any public or private electronic retrieval system or service including text, graphics, video, messages, code and/or software without our express prior written consent.
- 6.3. Any commercial use or exploitation of the Website or its content is strictly prohibited.

7. LIMITATION OF LIABILITY

- 7.1. Winnings will be credited or losses reflected to your Account following confirmation of the final result from the relevant, reasonably appropriate, source (which in the case of a sporting event is most likely to be the sports governing body).

- 7.2. Should funds be credited to or debited from your Account in error, it is your responsibility to notify us of the error without delay. Any sums credited to you due to the error will be deemed invalid and must be returned to us. You may not dispose of or place bets using funds credited to your Account in error and we reserve the right to void any Bets involving such funds. You hereby agree to the return of any erroneously credited funds that you may have withdrawn and winnings from Bets placed using such funds.
- 7.3. We will not be held responsible for any typographical, technical, or human error in posting odds and/or handicaps. In the event of error, we reserve the right at its sole discretion to either void any affected bets at any time or to correct the error.
- 7.4. We will under no circumstances be held liable in equity, contract, tort, negligence, or otherwise (or any theory of law) for any damages or losses whether direct, indirect or any other nature, without limitation, that are deemed or alleged to have resulted from or been caused by the Services, the Website or its content including, but without limitation to, errors, inaccuracies or ambiguity in the Website or its contents, failures, malfunctions, delays or interruptions in operation or transmission, communication line failure, any persons, use or misuse of the Website or its content, any errors or omissions in content, damage for loss of business, loss of profits, business interruption, loss of business information, or any other pecuniary or consequential loss or damage (even where you have notified us of the possibility of such loss or damage).
- 7.5. We will not be responsible for any breach of these TOU caused by circumstances beyond our reasonable control.
- 7.6. We reserve the right to withdraw the Website or elements of the Website at any time, and save for any rights that you may have over deposited funds in its account, we will not be liable to you in any other way as a result of any such action.

8. INDEMNIFICATION

- 8.1. You agree to fully indemnify, defend and hold us, and our officers, directors, employees, consultants, advisors, agents and suppliers harmless, immediately upon demand, from and against all claims, liabilities, damages, losses, costs and expenses, including legal fees, (regardless of theory of law) arising out of your breach of any of the terms or the rules and regulations or any other liabilities arising out of your use of the Website or use by any other person accessing the Website using your Personal Information details.

9. GOVERNING LAW AND JURISDICTION

- 9.1. The construction, validity and performance of this agreement will be governed by the laws of the Republic of the Philippines. However, this shall not prevent us from bringing any action in the court of any other jurisdiction for injunctive or similar relief.