

## GENERAL TERMS & CONDITIONS

1. These general Terms and Conditions ("Terms and Conditions" or "T&C") shall be valid for all betting games offered by WakaBet registered and controlled under the Lagos State Lotteries (Amendment) Law 2008.
2. WakaBet shall offer betting services through various channels not limited to POS, SMS, USSD hereon referred to as 'the service'.
3. By using the service, you are bound by the following terms and conditions:
  - a. The General Terms and Conditions;
  - b. The Live Betting Rules;
  - c. The Privacy Policy;
  - d. The General Sport Betting Rules;
  - e. Any terms and conditions and/or rules concerning bonuses, promotions and special offers which may be advertised in any part of our website;
  - f. Any further terms and conditions contained in any of the software which you may download in order to be able to use the services we provide.
4. All the terms and conditions listed in this page shall together be referred to as "the Terms of Use" and/or "T&C". "User" and "Customer", "You" and "Your" refers to you, the person accessing the Service and accepting the Company's terms and conditions. Whenever the Customer uses the service such as to place a bet or to participate in any of the promotions offered, he agrees to be bound by the Terms of Use, including any amendment which may periodically take place.
5. The Terms and Conditions contained herein represent the complete, final and exclusive agreement between the Customer and the Company and supersede and merge all prior agreements, representations and understandings.
6. By using the service, the Customer confirms that he/she has reached the age of 18 or such legal age as he/she must have reached under the laws governing betting that are applicable to him/her. Irrespective of national regulations concerning the legal age, however, WakaBet does not accept any Users under the age of 18. WakaBet reserves the right to verify any Customer's statement of age and to exclude Customers from its services, if there are any doubts regarding the attainment of the minimum age required. Any Customer using our services, who is identified as underage, shall have all his winnings forfeited and his/her (betting) account (hereinafter referred to as the "Account") shall be blocked immediately.
7. Non-Commercial, non-professional purposes: the Customer's interest in using the service is of a personal nature, and is to be used purely for personal entertainment. Any commercial and professional interest shall not be allowed. WakaBet is not liable for any attempts to use the services offered by means or ways not intended by us.
8. WakaBet does not warrant the constant availability and functionality of all or any products offered by WakaBet. WakaBet may not be held liable and will be held harmless by the Customer for any damages, losses, costs, loss of profits or any other disadvantage a Customer may incur in connection with any disconnection from or the non-availability of any of the products offered by WakaBet for whatever reason.
9. WakaBet cannot be held liable in any case for any damage or loss caused directly or indirectly by the service or by its contents or by the contents provided by a third party, unless they are based on intentional or gross negligence.
10. WakaBet shall not be liable if the Customer is unable to place a bet due to congestion on the SMS system or any other electronic communication media used for the purposes of betting.
11. All indicated dates and times are based on WCAT (West Central Africa Time – GMT+1:00) unless stipulated otherwise.
12. Any exception to the existing Terms of Use will be communicated in written form to the Customer. Any verbal statement made by WakaBet employees or affiliates will not be considered in case of a dispute.
13. The betting contract, as well as any other legal relationship between the Customer and the Company, for every circumstance not regulated by the Terms of Use, is subject to Nigerian laws.

14. The betting service is available in Nigerian Naira (NGN) only.

## **AMENDMENTS TO THE TERMS OF USE**

1. The Terms of Use can be changed at any time by WakaBet at its own discretion. All changes will become effective on their publication on our website.
2. If you consider any amendment carried out to be intolerable, you may cease using the service.
3. The continued use of the Service after the date when the Terms of Use are meant to come into effect will correspond to a complete acceptance of the revision performed, whether or not the changes have been acknowledged.

## **MANAGING AN ACCOUNT**

1. Each Customer who wants to have access to services and products offered by WakaBet must open a Betting Account. By opening a WakaBet account and by placing a bet, the User warrants that he/she has reached the minimum legal age for participation. In addition, by opening a WakaBet account and by placing a bet, the User confirms that he or she retains the legal capacity to enter into an agreement with the Company. If one of these conditions is not respected the User's account will be closed and all other necessary measures will be implemented.
2. As you are aware, the right to access and/or use the Website (including any or all of the products offered via the Website) may be illegal in certain countries (including, for example, the USA). You are responsible for determining whether you're accessing and/or use of the Website is compliant with applicable laws in your jurisdiction and you attest that gambling is not illegal in the territory where you reside. The website does not constitute an offer, solicitation or invitation by WakaBet for the use of betting or other services in any Countries where such activities are deemed to be illegal. Each person should ensure that he/she would be acting legally in the Country where he/she is located while accepting Terms of Use as an individual Customer of WakaBet and betting through the website.
3. It is prohibited for Customers to buy, sell or transfer accounts to other Customers.
4. When a new account is opened the Customer is responsible for the accuracy and up-to-datedness of all the personal information and contact details provided. WakaBet reserves the right to close the Account when the information provided is deemed to be false or inaccurate.
5. All personal data is stored in the database of the company and will not be passed on to third parties unless recurring the terms set out in the Privacy Policy Section. WakaBet reserves the right to relay suspected offender's saved details to sporting bodies, authorities or any other third party, which deals with the investigation of offences concerning match or price manipulation. (For our Privacy Policy, please visit the specific section on the website).
6. Every Customer may only open one account with us. WakaBet retains the right to close the betting account of any Customer who has opened multiple betting accounts under his/her name or under different names. If we have reasonable grounds to believe that multiple betting accounts (also under different names) have been opened with the intention of defrauding the Company, we retain the right to cancel any transaction related to the said fraud attempt.
7. After opening an account, the Customer must keep username, password and/or account number a secret. All transactions where your username and password and /or account number have been entered correctly will be regarded as valid whether or not they have been authorized by the registered Account holder. Any account registration will be subject to KYC processes. The Company shall not be liable for any claims in the event that the Player gives away, tells, shares or loses his/her username, password or account number.
8. The Customer is entitled to apply for the closing of his Account whenever he/she wishes by requesting it to the Customer Service in written form. The effective closure of the Account will correspond to the termination of the Terms of Use. In case the reason behind the closure of the Account is related to concerns about possible gambling addiction the Customer shall indicate it.

9. In accordance with the legal period of warranty requested by law all the personal details saved in our system will only be deleted at your express request after the expiration of the requisite period of seven (7) years.
10. A closed Account may be reopened when requested by its owner and granted by the Company. In such circumstances, he/she will be subject to the Terms of Use that are in force at the date of the re-opening.
11. WakaBet retains the right to exclude Users from its services at its discretion. In this case we will refund the residual credit balance in the Account using the same payment method provided upon registration, or any other payment methods adopted subsequently by the customer upon their appropriate verification. If the Account has been closed due to an infringement pursuant to the Terms of Use or to a prohibited behaviour leading to collusion, Fraud or whatsoever Criminal Activity, the residual credit balance may be forfeited. The same procedure will be applied to open bets that result in winnings.
12. Customer is not allowed to transfer funds from his/her Account to other Users or to receive money from other Users into his Account, or to transfer, sell and/or acquire, user accounts.
13. If a Customer does not access his Account by "logging in" using his Account name and security details for any period of six calendar months, his account shall be deemed to be "Inactive".

## **DEPOSITS & WITHDRAWALS**

1. The Customer has the possibility to increase the credit balance of his Account with one of the payment methods made available by WakaBet. The Customer can similarly withdraw the residual credit balance using the same payment method provided upon registration, or any other payment method adopted subsequently by the customer once the full and appropriate verification has been completed.
2. Withdrawals will be remitted only to the same account from which funds paid into the player's account originated. No withdrawal will be authorized if it appears to be linked with transactions predominantly performed with the purpose of allowing the transfer of money from a payment means to another. If such a circumstance occurs, the relevant amount may only be remitted to the player through the same payment means from which the money deposited into the player's account originated.
3. In order to perform any transaction WakaBet may undertake any such verification checks as may be required by ourselves or by third parties (including, but not limited to, regulatory bodies) to confirm the legal ownership and the origin of the money implicated, the identity of the applicant and to comply with the relevant Anti-Money Laundering Provisions.
4. In order to withdraw your money successfully, you will be expected to fully comply with our requests as and when necessary.
5. All withdrawals from betting accounts will be subject to audit before being processed. If the audit shows that the Customer has violated the provisions of the Terms of Use, WakaBet may reclaim any bonuses or winnings previously attributed. Please allow up to 24 hrs for the winnings to be processed.
6. Pay-outs handled manually through an ordinary bank transfer are processed within 5 banking days. However, the Customer acknowledges that we are at the mercy of the banks and Payment service providers in this regard and cannot do anything to speed up this process. WakaBet reserves the right to carry out additional verification procedures for pay-outs exceeding a certain amount, or when there is a suspicion of misuse of accounts or money laundering.
7. Please note that additional carrier fees apply when processing withdrawal requests to your account.
8. The Customer agrees not to attempt any charge-backs, reversals or otherwise cancel any deposit previously made in his/her Account. Whenever any such event should occur the Customer commits to refund WakaBet for the unpaid deposits and for possible expenses resulting from the collection of the misplaced money.
9. WakaBet will hold the funds deposited in the Account as trustee for the Customer and not as his/her banker or debtor. Accordingly, there will be no obligation on the part of WakaBet to repay money to the Customer as his/her debtor.
10. WakaBet reserves the right to limit or to refuse bets.

11. Funds deposited in the Account, as well as winnings or other amounts not yet credited, shall not attract any interest.

## **LEGAL USE OF THE WEBSITE AND ITS COMPONENTS**

1. Under no circumstances shall the Website be used for any purpose different from personal entertainment without our express consent. WakaBet is not liable for any attempts to use the services offered by means or ways not intended by us.
2. All Trademarks, Domains, Terms of Use, Logos, Images and any other material used by or in WakaBet Nigeria's products (E.g. graphics, pictures, text etc.), as well as any other content or underlying idea that can be found within our Website, are owned by CamLake Limited and protected by copyright in their entirety and may not be modified, reproduced and redistributed, in whole or in part, without WakaBet Nigeria's express previous written permission. All necessary legal actions will be undertaken in order to ensure compliance with this policy.
3. Any action aimed to interfere with the normal functioning of the website including, but not limited to, releasing or propagating viruses, worms or logic bombs or similar is strictly prohibited and will be pursued to the fullest extent permitted by law.
4. The repeated placement of the same bet may be considered as an attempt to elude our controls and may result in the voidance of the repeated bet(s) as well as in the closure of the game account, even after said bets have been settled.
5. WakaBet reserves the right to restrict access to certain parts of the Website and to certain services offered, including, but not limited to Live Betting, Live Chat and Internal Messaging system.
6. WakaBet may at any time and without previous notice, remove or amend any product offered via the Website, as well as alter available prices where such alterations do not affect bets already in progress.
7. Under some circumstances WakaBet may provide its Customers with software designed internally or by third parties in order to optimize the functioning of the Website or to benefit from additional services. In such circumstances, the Customer may be asked to accept further Terms and Conditions related to the utilization of the new component. Any attempt to interfere with, modify or reverse engineer any software provided is strictly prohibited.
8. WakaBet is not liable for any possible IT failures caused by the electronic equipment used by the Customer while accessing the Website or for faults due to the internet service provider used by the Customer while accessing the Website.
9. WakaBet also assumes no liability for correctness, completeness or updating of the information services provided neither for the accuracy of live scores, statistics and intermediate results available in our website.

## **LINKING TO OUR WEBSITE AND FROM OUR WEBSITE**

1. The Customer may link to our home page, provided he does so in a website owned by him/her, and in a way, that is fair and legal and does not damage our reputation or take advantage of it. Links may not be established in such a way as to suggest any form of association, approval, sponsorship or endorsement on our part without our express written consent.
2. Where our Website contains links to other websites and resources provided by our partners or other third parties, these links are provided for information only and we do not make any representations regarding the accuracy and reliability of contents available on such third-party websites. We have no control over the contents of those websites and therefore accept no responsibility for them or for any loss or damage that may arise from their utilization.

## **BONUSES / PROMOTIONS**

1. The Bonus Conditions form part of the General Terms and Conditions.
2. We may at any moment offer you complimentary bonuses, which shall not be withdrawable, to be credited directly into your Account. Credited bonuses may only be used in relation to such services as may be specified when the bonus is offered to you. Acceptance of any Bonus results in implicit

acceptance of additional terms and conditions we may make available to you in respect of each such bonuses, promotions and special offerings. WakaBet reserves the right to withdraw at any moment any credited bonuses when a material infringement of the Terms of Use has been ascertained. Bonus will be availed for withdrawal only after the player circulates this 5 (five) times by placing bets on the platform.

3. WakaBet reserves the right to deny admission or to terminate admission to any of the bonuses, promotions and/or special offerings, as well as to modify, suspend or discontinue their validity at its sole discretion and without informing the Customer.
4. All bonuses and promotional offers are subject to the terms and conditions made available when communicating the bonus offer. If groups of customers acting in collusion or as a syndicate or individual customers who register several times, set up fictitious accounts or use front men attempting to rig bonus offers, WakaBet reserves the right to call in any bonus payments granted, cancel any winnings made with these bonus offers, refuse to pay out any amounts requested and close accounts. WakaBet reserves the right to terminate or change a bonus offer at any time. Furthermore, WakaBet takes no responsibility for the accuracy, completeness, or timeliness of the contents of the information services, including, but not limited to the result notifications delivered via email and SMS. Likewise, all data in the live scores, statistics and intermediate results of the live betting product are subject to change. For further information about the rules concerning promotion/bonus offers, please refer to the respective rules.

## **COMPLAINTS AND SUGGESTIONS**

1. If you wish to make a complaint or a suggestion regarding the Company, the Website or the services offered, as a first step you should contact our Customer Services or send us an email through [customercare@wakabet.ng](mailto:customercare@wakabet.ng). As second step, the complaint shall be assigned to an advisor to provide you with the appropriate response. Save as provided further under clause '3', should the complaint not be resolved as expected by you, a response shall be provided to you through a message or email by the Customer Service Advisor who will report the final decision to you.
2. All claims and suggestions should be forwarded to the Customer Service in written form via internal message, fax, mail or e-mail. No complaints with regard to the acceptance, settlement or resettlement of a bet will be heard by us if they are not raised through our Customer Services within 30 days from the event occurrence which the bet related to occurred.
3. Offensive or rude language, as well as malicious or damaging comments, will not be tolerated while contacting our staff or while discussing our products and services in any media, social network or forum. Any infringement of this policy will result in a suspension of the Account or in every additional action as may be required in order to ensure compliance.

## **WAIVER**

1. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under these Terms and Conditions or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

## **SEVERABILITY**

1. If any provision of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions which shall remain in full force and effect.
2. In such instances, the part declared invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, WakaBet's original intent.

## **RESPONSIBLE GAMING**

1. We believe in Responsible Gaming and take our responsibility in this matter seriously. Gambling should be an exciting pastime, and we urge our Customers to have fun, but not bet beyond their means. WakaBet is committed to endorsing responsible wagering among its Customers as well as promoting the awareness of problem gambling and improving prevention, intervention and treatment.
2. We undertake any effort in order to ensure your pleasant online gaming experience while playing in WakaBet, keeping full awareness of the financial harms associated with problem gambling. With regard to the purposes pointed out herewith, we do strongly suggest our Customers to try keeping clearly separate gambling from his/her daily activities; try establishing affordable deposit limits; try considering the lasting time of each gambling session before its commencing; not to understand gambling as an alternative source of income or a way to recoup debit;
3. At any time, the Customer may request to our Customer Service temporary or permanent self-exclusion from part or all of our services as well as the closure of his/her account. We will use all our reasonable endeavours to ensure compliance with self-exclusion; however, you accept that we are not liable if you manage to by-pass our security measures in circumstances which are beyond our reasonable control.
4. The Customer may request that our Customer Service activate stake limits on his/her account, or modify existing ones. WakaBet provides its users with the facilities to set their own stake limits on a daily, weekly or a monthly basis. We will use all our reasonable endeavours to ensure the effective enforcement of the stake limits; however, you accept that we are not liable if you manage to by-pass our security measures in circumstances which are beyond our reasonable control. Revocation of previously self-imposed limit shall come into effect only after seven days after the Company has received the request of Revocation.

## **APPLICABLE LAW AND PLACE OF JURISDICTION**

1. Any bet placed by the Customer shall be governed by the applicable provisions of the Lagos State Lotteries (Amendment) Law 2008 and any Regulations and Rules made in terms thereof, as amended from time to time. It shall be the responsibility of the Customer to ensure that he/she is aware of these provisions.
2. The betting contract, as well as any other legal relationship between the Customer and the Company, for every circumstance not regulated by the Terms of Use, is subject to Nigerian laws.
3. If the Customer places a bet from a location falling outside Nigeria, such bet shall be subject to all appropriate exchange control regulations and the laws of the foreign jurisdiction from which such communication originates and it shall be the responsibility of the Customer to ensure full compliance with same. WakaBet makes no warranties and shall not be liable to the Customer if it is not able to remit any monies held by it to any account held by the Customer in a foreign jurisdiction.

## **PALPABLE ERRORS**

1. Some circumstances may arise where a bet is confirmed, or a payment is performed, by us in error. The following is a non-exhaustive list of such circumstances:
  - a. Whenever the prices/spreads/terms offered by WakaBet are significantly dissimilar from those available in the general market,
  - b. Whenever the prices/spreads/terms offered at the time the bet is placed are clearly wrong given the probability of the forecast occurring,
  - c. Whenever a bet has been erroneously accepted on a market which should have been suspended or removed,
  - d. Where a bet containing incompatible events is accidentally accepted, because of human or technical error,
  - e. Whenever a settlement error is made while computing or crediting the amount of winnings,
  - f. Any other situation that may be referred to as an error.

In all these cases WakaBet reserves the right to cancel all the bets accepted containing such an error, or to correct the mistake made re-settling all the bets at the correct prices/spreads/terms that should have been available at the time that the bet was placed in the absence of the error.

2. The Customer has an obligation to inform WakaBet as soon as possible of any amount wrongly credited on his/her account. WakaBet may at any time set off any positive balance resulting from the erroneous operation, as well as cancel possible bets or transactions made with the erroneously credited funds.
3. Neither we (including our employees or agents) nor our partners or suppliers are liable for any loss resulting from any error made. Bets placed in order to cover flawed bets will stand valid if not impaired by errors.
4. In the event that, due to technical problems, the printed version of a document or of a coupon differs from the web version, the latter shall prevail.
5. In the event of any dispute the Customer agrees that the records of our server shall act as the final authority in determining the outcome of any claim.

## **INFREQUENT BETTOR PROMOTION**

### ***Infrequent Bettor Definition***

1. An infrequent bettor is anyone who has not placed a bet with WakaBet within a selected period of time.

### ***Eligibility***

1. The promo shall be available to infrequent bettors as determined by WakaBet.
2. Those eligible to the promo shall be informed through WakaBet's various communication channels e.g. SMS.

### ***Mechanics***

1. In this promo, every 100<sup>th</sup> bettor and 200<sup>th</sup> bettor within a defined period of time, shall be awarded NGN. 200 and NGN. 500 respectively.
2. The winners shall be determined by WakaBet at its own discretion.
3. The winners shall be informed through WakaBet's various communication channels e.g. SMS.
4. This amount shall be credited in the winners' gaming accounts.

### ***Terms and Conditions***

1. Only those eligible to the campaign shall be awarded.
2. The amount can be used to place bets
3. The amount is withdrawable
4. The amount has no expiry date

## **REFUND of NGN 100.00 PROMOTION FOR NEW REGISTRATIONS**

### ***Eligibility***

1. Those eligible for the promo shall be randomly picked and informed via WakaBet's SMS line.

### ***Mechanics***

1. In this promo, an SMS blast will be sent to people who are eligible for this promo.
2. Everyone, from this database, who registers, bets and places a bet worth over NGN. 100, within 24 hours of the blast, shall get a refund of NGN.100 back, irrespective of the bet amount placed. This amount shall be credited in the winners' gaming accounts.

### ***Terms and Conditions***

1. Only those eligible to the campaign shall be awarded.
2. Must have registered and placed a bet within 24 hours of the blast.
3. Must have placed a bet of at least NGN.100.

4. Refund of stake will be NGN.100 irrespective of bets above NGN.100.
5. Everyone eligible to this bonus shall be rewarded regardless of whether they lost or won their bet.
6. The refund amount has no expiry date.
7. Refund of stake will be within 48 hours of placing a bet.

## **TERMINATION**

WakaBet shall have the right prior to accepting any bet, temporarily to suspend or permanently to terminate, the provision of betting services to a Customer without providing any reason.

## **MULTIBET BONUS TERMS AND CONDITIONS**

1. Place a pre-match multibet with a minimum of 5 selections.
2. You can include selections from any sport, leagues, competitions and betting markets.
3. Minimum odds/price per selection should be 1.30 or higher to qualify for bonus.
4. Multibet bonus can only be applied to selections that take place on the same day.
5. The maximum extra winnings will be capped at N100,000 per customer.
6. Customers may not be eligible for bonus winnings, if in any case, a match or selection is cancelled, void or abandoned.
7. Bets must be placed on pre-match selections only. In-play live betting selections will not be considered for a bonus.
8. Wakabet Multibet Bonuses are only available to registered customers who have made a cash, card or bank deposit into their account.
9. Bets placed using any free bonuses, codes or promotion will not count.
10. This bonus offer is open to both new and existing customers and is subject to the Wakabet Terms and Conditions.
11. Wakabet reserves the right to change, amend or end this promotion at any time.