

## Betway Terms & Conditions

These Terms and Conditions apply to, and are binding upon You if You Participate at <https://www.betway.es> and <https://www.sports.betway.es>.

In addition to this document, our terms and conditions ("Terms and Conditions") include the following documents:

- Responsible Gambling Policy
- Privacy Policy
- Cookie Policy
- Withdrawal Policy
- Betting Rules
- General Bonus Terms and Conditions

By accepting the Terms and Conditions, You agree that You have read and understood these Terms and Conditions and You acknowledge that these Terms and Conditions shall apply to You.

If You do not agree to any of these Terms and Conditions, You should immediately stop using the Software and remove the Software from your computer / laptop / mobile device.

By marking the boxes labelled "I am of legal age to gamble", "I accept the Terms and Conditions" and "I accept the Privacy Policy" as part of the registration process You are entering into a 'Gaming Contract' with Betway Spain S.A. and are bound by these Terms and Conditions, our Privacy Policy and other rules and policies relevant to your Participation (all such rules and policies collectively referred to hereinafter as the "Rules"). By marking the referred boxes, You are also acknowledging that any promotions, bonuses or special credits ("Promotional Offers") which may be offered by time to time, have separate terms, conditions and rules that are competition- or promotion- specific and that must be expressly accepted by You to be applicable and a part of the Gaming Contract.

You are bound by the Gaming Contract in any event if You use the Service or the Software. In these Terms and Conditions:

**"Betting"** is the online and the mobile betting software and product;

**"Betway"** means the brand and all products offered 'Online' (accessed via a computer or laptop) and on 'Mobile' (accessed via a mobile phone or tablet) via <https://www.betway.es> and <https://www.sports.betway.es>;

**"Casino"** is the online and the mobile casino software and product;

**"Closed Account Customer"** means a Customer whose registered account has been closed, deregistered or excluded by either us or You;

**"Customer/s"** mean(s) a Registered Customer or a Closed Account Customer;

**"Customer funds"** refers to the aggregate value of funds held by Betway Spain S.A. for customer credit including, but not limited to: a) funds deposited in Betway by customers in order to provide shares in, or for, comply with the participation fees in relation to future bets; b) winnings or prizes for which the customer has decided to leave as a deposit in Betway or for which Betway must still account to the customer; and c) any loyalty program or bonuses obtained but not yet paid.

**"Games"** means any and all games / offerings by Betway;

**“Intellectual Property”** means trademarks and trade names, whether registered or not, including trademark applications and registered trademarks, with the goodwill which attaches in such trade names and trademarks, domain names, getup, trade dress and trading style including without limitation as presented in websites; domain name registrations and any variations thereof now and in the future; any other right over the presentation, trade dress or trading style, any right or license under copyright to use such presentation, trade dress or trading style, any software code, architecture of software, look and feel of software, or any other intellectual property, owned by or licensed to us, in each case in any part of the world;

**“Participate”** and any cognate thereof means, without limitation, any of the conduct described in 4.1.1 to 4.1.8 below, visiting Betway, playing any Games or using the Software in any manner whatsoever;

**“Registered Customer”** means a person who has registered with us in the manner as described in clause 3.3 and who has opened an account with us;

**“Service”** means the availability to and provision of Software that enables You to Participate;

**“Software”** means any software owned by or licensed to us in order for You to Participate or any downloadable/flash/HTML5, mobile game versions of the software offered by Betway;

**“We/us/our”** means Betway Spain S.A., in all matters pertaining to the Games, together with (where context permits) their holding companies and associated companies;

**“Website”** means <https://www.betway.es> and <https://www.sports.betway.es>.

**“You/Your”** and also referred to as “Customer”, means any person who enters Betway and Participates in any “Games” provided by Betway.

## **1. About Betway**

Betway is a brand managed by Betway Spain S.A. a Spanish registered company whose registered address is Calle Isabel Cabral, Número 2, 2ª planta, 51001 Ceuta, Spain and whose permanent representative address for notifications in Spain is at Avenida Jaime III, 1, Primera Planta, 07012 Palma de Mallorca, Balearic Islands, Spain.

## **2. Licencing and Regulatory Authority**

Betway Spain S.A. has been issued with the necessary licenses by the Directorate General for the Regulation of Gambling for Spain (hereinafter referred to as “DGOJ”) and the license numbers are as follows:

- General Licence OTHER GAMES: 75/GO/1011 (Issued on 01 June, 2012)
- General Licence BETTING: 350/GA/1011 (Issued on 23 June, 2015)
- Single Licence ROULETTE: 79/RLT/1011 (Issued on 01 June, 2012)
- Single Licence BLACKJACK: 80/BLJ/1011 (Issued on 01 June, 2012)
- Single Licence SLOTS: 387/MAZ/1011 (Issued on 23 June, 2015)
- Single Licence FIXED-ODDS SPORTS BETTING: 440/ADC/1011 (Issued on 14 August 2018)
- Single Licence FIXED-ODDS HORSE RACING BETTING: 442/AHC/1011 (Issued on 14 August 2018)
- Single Licence OTHER FIXED-ODDS BETTING: 441/AOC/1011 (Issued on 14 August 2018)

The DGOJ website is: <https://www.ordenacionjuego.es/>. You can find Betway licence information in the following link: <https://www.ordenacionjuego.es/operadores-juego/operadores-licencia/operadores/betway-spain-sa>

### **3. Your Participation at Betway**

#### **3.1 Gaming Platforms**

Betway's Gaming Services are offered in Internet via its website <https://www.betway.es> and <https://www.sports.betway.es>.

In addition to the Website, Betway may offer its Gaming Services via alternative platforms, such as the mobile gaming platform.

#### **3.2 Restrictions**

Betway prohibits the following persons from participating in the Games:

- a) Minors and persons who are legally or judicially incapacitated, in accordance with the provisions of civil law.
- b) Persons who have voluntarily requested to be prohibited from accessing the Games (registered in the General Registry of Gaming Access Bans; hereinafter referred to as "RGIAJ") or who have been prohibited from accessing the Games by a final judicial decision.
- c) Shareholders, owners, participants or significant owners of the gaming operator, their managers and employees directly involved in the development of the games, as well as their spouses or persons with whom they live, ascendants and descendants in the first degree, in the games managed or operated by them, regardless of whether the participation in the games by any of the above occurs directly or indirectly, through third parties, whether natural or legal persons.
- d) Athletes, coaches or other direct participants in the sporting event or activity on which the bet is placed.
- (e) The managers of the sporting entities participating in or organising the sporting event or activity on which the bet is placed.
- f) Judges or referees exercising their functions in respect of the sporting event or activity on which the bet is placed, as well as persons adjudicating appeals against decisions of judges or referees.
- g) The President, the directors, and advisors of the DGOJ, as well as their spouses or persons with whom they live, ascendants and descendants in the first degree and all DGOJ staff with gambling inspection and control functions.
- h) Any other persons that a regulation may establish.

**YOU MAY ONLY PARTICIPATE IF YOU ARE A SPANISH RESIDENT AND YOU PARTICIPATE FROM INSIDE THE SPANISH TERRITORY.**

#### **3.3 Registration process**

To play at Betway, You are required to enter Your personal details during the Customer registration process. Personal details include, but are not limited to: First Name, Surnames, Date of Birth, DNI/NIE, Address, Nationality, Email, Telephone number, etc.

Betway does not accept non-Spanish residents.

To carry out the registration of Your Customer account, Betway:

- verifies that You are not registered in the RGIAJ,

- checks the identification data provided through either the tool of Identity Verification System of the participants of the DGOJ or through other third party systems or alternative means of verification, and
- verifies the data provided by You through a documentary verification.

Acceptable identification documentation includes, but is not limited to:

- DNI, NIE or passport;
- copy of a recent utility bill confirming residence, such as an electricity bill, telephone bill etc. (important: the utility bill must not be older than 6 months); and
- copy of a recent credit / debit / bank account statement (note: the account statement must relate to a financial method used and must not be older than 3 months).

The registration process of Your Customer account is as follows:

- While Your identity has not been validated in the Identity Verification Service of the participants of the DGOJ or in any other identity verification service, You will not be able to participate in the Games, nor make deposits or withdrawals.
- Once You are correctly identified through any identity verification system and the documentary verification is pending, You may deposit, up to a joint limit of 150 euros, and participate in the Games, but may not withdraw the prizes, regardless of their amount or nature. The status of your gaming account will be considered as "pending verification of documentation".
- Once You are identified through documentary verification correctly, You may participate in the Games and make deposits and withdrawals. Thereafter, the status of Your gaming account shall be considered as active.

For the purposes of documentary verification, the following documents will be considered reliable:

- For individuals of Spanish nationality, the National Identity Document.
- For individuals of foreign nationality, the Residence Card, the Foreigner's Identity Card, the Passport or, in the case of citizens of the European Union or the European Economic Area, the document, letter or official personal identity card issued by the authorities of origin. The identity document issued by the Ministry of Foreign Affairs and Cooperation for the diplomatic and consular representatives of third countries in Spain will also be valid for the identification of foreigners.

## **4. Your Account**

### **4.1 The Gaming Contract**

By selecting "I accept the Terms and Conditions" and "I accept the Privacy Policy" as part of the registration process You expressly consent to the valid conclusion of the 'Gaming Contract' with Betway.

You may access the current version of these Terms and Conditions at any time for downloading. You may also request previous versions of these Terms and Conditions by sending an email to [soporte@betway.es](mailto:soporte@betway.es).

By selecting "I agree to receive marketing/promotional communications", You expressly consent to receive marketing/promotional communications from Betway. You can choose not to receive

marketing/promotional material and/or unsubscribe from promotional material sent electronically at any time following account registration by contacting us at soporte@betway.es.

If You expressly consent for Your name to be used for advertising and promotional purposes, this will be without compensation except where prohibited by law.

The 'Gaming Contract' entails the general rules applicable to Your relationship with Betway. However, each single bet or play entails a specific betting contract with Betway and as such it is comprised by the following stages:

- The advertising of a game/market/odd from Betway;
- Your stake or offer of the amount you wish to wager; and
- The acceptance and confirmation of Your betting offer by Betway.

No specific single bet or play contract shall be deemed as accepted, completed and performed until the relevant bet appears as 'confirmed'.

Confirmation of bets or the offer of the amount the Customer wishes to bet could be denied in order to:

- Protect the viability of the offered market (for instance, in relation to, but not limited to, events where there is an extraordinary or unbalanced number of stakes on the same market);
- Protect You (for instance, in relation to, but not limited to, the event in which You show a pathologic behaviour and You refuse to self-exclude);
- Protect other Customers (for instance, in relation to, but not limited to, the event You have a betting pattern that could negatively affect the regular betting activity of other Customers); or
- Protect us (for instance, in relation to, but not limited to, the event You show a money-laundering, collusive or fraudulent behaviour, we have the suspicion that You are using a third party's account, You are permitting the use of Your account by a third party, or You are making use of automated means, bots, software or similar means, or practicing arbitrage).

Depending on the level of risk, instead of denying a wager offer, we could accept a bet for an amount lower than the amount offered by you. In that case, You will always have the right to reject our counter-offer. Again, for the avoidance of doubt, no bet will be deemed as accepted, completed, and performed until it appears as 'confirmed'.

#### **4.2 Single User Registration**

You may only open and operate with a single user registration. If You hold more than one user registration, we will suspend those user registrations until all data and balances (belonging to You) are consolidated. Once consolidated, all other user registrations will be terminated, leaving only one active registration.

#### **4.3 Accuracy**

You must keep Your registration details up to date. If You change Your address, email address, telephone number or any other contact or personal information please contact us in order to update Your account information.

#### **4.4 Password**

When You activate Your Customer account You must choose Your own password combination. You are asked to keep this information confidential. Any actions carried out through Your account will stand if Your account number and password have been entered correctly.

The minimum length of the password shall be eight characters or digits and shall include at least elements from three of the following groups: numbers, lowercase letters, uppercase letters and other symbols. The password may not contain any of the following: the username, pseudonym, first or last name or date of birth of the participant.

Betway will provide you with a reminder to change your password at least once a year, but you are not required to change your password.

The login and password identification mechanism will be blocked if more than five incorrect login attempts are made on any one day, although Betway may set a lower limit than this requirement.

#### **4.5 Account Dormancy**

##### **4.5.1 Dormant / Suspended Accounts (after 24 months of inactivity)**

If You do not use Your gaming account for a period of 6 months, Betway will carry out further verification of Your identity in order for You to resume Your gaming activity.

Betway may suspend your gambling account after a period of 24 months (2 years) of uninterrupted inactivity. Your user registration may be activated upon prior request.

##### **4.5.2 Dormant / Closed Accounts (after 4 years since suspension)**

Any account suspended uninterruptedly for 4 years will be closed. If the account to be closed holds a positive balance, Betway shall return any remaining funds to the payment method used to make a deposit on the account if the traceability and verification of the payment method allows the refund.

##### **4.5.3 Administrative fee applicable to dormant accounts**

An administration fee of 5 € will be deducted from gaming accounts suspended for inactivity on a monthly basis until such a time as the account is no longer holding a positive balance, has become active once again, or has been closed.

#### **4.6 Inter-Account Transfers**

The transfer of funds between gaming accounts associated with different user registrations is strictly prohibited.

#### **4.7 Customer Account Suspension or Cancellation**

Betway may suspend or cancel Your gaming account if there is reasonable suspicion or evidence that You are using it in a fraudulent or collusive way, violating these Terms and Conditions, the Responsible Gaming, and Anti-Money Laundering Policies, the Applicable Law or, additionally, if You are damaging in any way the rights of other customers or of Betway or allowed third parties to access Your account; specifically, Betway may suspend or cancel Your account at any time in the following cases:

- If You have more than one user registration active at Betway;
- If the name on Your Betway account does not match the name on the financial/bank account and/or the credit/debit card(s) used to make deposits on the Betway account;

- If You provide incorrect or misleading information while creating a Real or Practice Play Customer Register with Betway;
- If You are not of legal age to gamble;
- If You have allowed or permitted (intentionally or unintentionally) someone else to play using Your Betway account;
- If You have played in a professional capacity or in tandem with other Player(s) as part of a club, group, etc. Betway is for sole use on an individual basis for personal entertainment only;
- If Betway has received a "charge back" and/or a "return" notification via a deposit mechanism used on Your account;
- If You are found colluding, cheating, money laundering or undertaking any kind of fraudulent activity at Betway
- If it is determined by Betway that You have employed or made use of a system (including machines, computers, software or other automated systems such as bots etc.) designed specifically to circumvent or prevent the normal functioning of bets, the gaming system or Betway;
- If You use our Website, software or Your account in bad faith;
- If You make statements that are sexually explicit or offensive while using our chat facility, this includes expressions of bigotry, racism, hatred or profanity;  
OR
- If Betway should become aware that You have played at any other online casino under any of the circumstances set out at above.

In the event that your gaming account has to be suspended or terminated for any of the above reasons, Betway reserves the right to recover from you any amounts, losses, damages, costs and/or expenses incurred or suffered thereby, and Betway may withhold any withdrawals and/or confiscate all winnings in order to pay such amounts.

#### **4.8 Voluntary Account Termination and Temporary Suspension**

You can terminate the Gaming Contract and, accordingly, close Your gaming account at any time. In case of having pending bets or having an active balance in the gaming account, You must wait for all pending events to be concluded and credit the eventual winnings or prizes.

Once the balance is credited and pending events are concluded, Betway will process the withdrawal order of the balance that the player has available and that Betway will process prior verification of the player's identity and their non-status as a Prohibited player. You are also entitled to suspend Your account at any time.

Barring any error, the gaming account will never have a negative balance. Any negative balance present in the gaming account, due to any error, will be immediately due and payable to Betway and your user registration will not be closed until the amount in question owed to Betway is paid in full.

If You wish to temporarily suspend or terminate Your account please contact Betway on soporte@betway.es. Should You wish to suspend Your account due to gaming addictive conduct, please check the Responsible Gaming policy in the Terms and Conditions.

#### **4.9 Contract Termination by Betway**

Pursuant to section 85.4 of the Royal Legislative Decree 1/2007, of 16 November, which approves the revised text of the General Law for the Defence of Consumers and Customers and other complementary laws, Betway may terminate the Gaming Contract and, consequently, close Your gaming account at any time, by giving You a 5-day prior notice. Any positive balance of Your account and the bets confirmed before the termination of the Gaming Contract and that are finally won, will be credited to the same payment method used to make a deposit on the account.

## **5. Deposits**

### **5.1 Available funds.**

You will need to deposit and have available funds in Your account to be able to play in the Real Account.

### **5.2 Identification Verification**

Deposits may only be made by active registered customer or accounts pending verification up to 150 euros. You hereby authorise us and our designated agents, as and when we require, to confirm Your identity and to confirm and verify Your right to use the money that You wager at Betway.

### **5.3 Verification of Bank Details**

If You use a debit/credit card and/or a financial/bank account for transactions at Betway, the account/cardholder's name MUST be the same as the name You used when registering a Betway account. Should the name You used when registering and the name that appears on Your debit/credit card and/or a financial/bank account differ in any way, Betway will block Your gaming account and suspend the financial transaction made in Your account with said debit / credit card and / or financial/bank account and a name mismatch explanation will be requested. Any withdrawals that are made by wire transfer will only be payable to the name used to open a Betway account.

### **5.4 Minimum amount and accepted currency.**

We only accept deposits made in Euros (EUR). Any exchange rate and other charges that may be imposed or charged to You by the relevant bank or financial institution to convert the deposit to Euros will be payable by You.

### **5.5 Deposit limits**

In compliance with applicable Spanish regulations, the following deposit limits are automatically implemented on Your Betway gaming account upon registration:

- Daily – maximum deposit limit: €600
- Weekly - maximum deposit limit: €1,500
- Monthly - maximum deposit limit: €3,000

At Your request, deposit limits can be decreased, increased or even removed. To do so, please click on the 'Limits' tab within the Responsible Gaming tools:

- Enter the new deposit limits in the 'Deposit Limits' section if You wish to decrease or increase Your deposit limits.
- Click on 'Remove all default limits' if You wish to remove all Your deposit limits.

Should you wish to increase or remove the deposit limits, above the amounts automatically applied, we will consider with your request provided that:



- Pass the test on Responsible Gambling and the prevention of addictive gambling behaviour
- If the test is passed, an analysis will be performed on your gaming history for the last 3 months based on the way the games are played and to ensure that there are no signs of addiction with regards to your behaviour and that you have not engaged in risky behaviour during that period
- If the test is not passed, you may request a new increase or removal of your deposit limits 90 days after taking the test

Should you pass the test, and our internal review suggests there are no signs of addiction. the new limits will come into force within 3 days after the analysis is resolved with a positive outcome.

It will not be possible to request an increase or removal on the limits set by a customer if 3 months have not passed since the last increase of his/her limits.

Decrease of deposit limits will be implemented immediately.

## **5.6 No Interest**

Betway is not a financial institution and thus any deposits made into Your account are not due any interest payments on the deposit(s) whatsoever.

## **5.7 Funds Still in Play**

Should You exit a game while there are still funds in play, a dialogue box reminding You to complete the game will appear each time You enter the casino for a period of up to 90 days. If, after 90 days, the game has not been completed, all funds still in play will be swept and transferred to Betway.

## **5.8 Dedicated Customer Bank Accounts.**

Betway holds Customers' accounts funds separate from its company funds in dedicated Customer Bank Accounts, in accordance with the provisions of the applicable regulations.

## **5.9 Money Laundering Prevention**

Players are strictly prohibited from using Betway and its systems to facilitate any type of illegal money transfers. You must not use the Website for any unlawful or fraudulent activity or prohibited transactions (including money laundering) under the laws of any jurisdiction that applies to You. If Betway suspects that You may be engaging in, or have engaged in fraudulent, unlawful or improper activity, including money laundering activities or any conduct which violates these Terms and Conditions, Your access to Betway will be terminated immediately and Your account may be blocked. If Your account is terminated or blocked under such circumstances, Betway is under no obligation to refund to You any money that may be in Your account. In addition, Betway shall be entitled to inform the relevant authorities, other online service providers, banks, credit card companies, electronic payment providers or other financial institution of Your identity and of any suspected unlawful, fraudulent or improper activity. You will cooperate fully with any Betway investigation into such activity.

To comply with Spanish anti-money laundering laws, Betway will request verification documents from all their customers once their profit in Betway reaches the AML threshold as a result of a single or multiple transactions.

## **6. Withdrawals**

### **6.1 Identification Checks**

Betway must have Your identity verified and the Gaming Contract accepted before You can withdraw from Your gaming account.

## **6.2 Credit Checks**

Betway may run credit checks on all cardholders, e-wallet and other payment methods with third party credit agencies on the basis of the information provided at registration.

## **6.3 Daily withdrawal limits**

Betway does not apply any limit on the number of daily funds withdrawals a Customer may apply for.

## **6.4 Withdrawals processing**

In accordance with Betway's Withdrawal Policy, all withdrawals will be processed back to the same payment method used to make a deposit on the account. As outlined in clause 4.5, if a financial account and/or credit/debit card has been used to deposit funds, the name registered on the account must correspond to the name registered on the account/card. In the case of a request to pay funds via Direct Bank Transfer (DBT), the acquiring bank account must be held in the same name as used during registration. Funds must be withdrawn to the same method used for depositing, up to the amount of the deposit.

Please note that although as a general rule Betway will order the transfer of funds within twenty-four hours via the appropriate payment method, any withdrawals may experience a slight delay due to our identity verification process. If Your account has not completely been verified, in order to be able to make a withdrawal, we will require You to send a copy of the relevant identity document with a photograph issued by the government, and a proof of address to complete the account registration and verification process. In special circumstances, additional information may be requested in order to process the withdrawal, specially to protect Your funds and avoid money-laundering practices.

## **6.5 Irregular Play**

Before any withdrawals are processed, Your play will be reviewed for any irregular playing patterns. In the interests of fair gaming; equal, zero or low margin bets or hedge betting, shall all be considered irregular gaming for bonus play-through requirement purposes. Other examples of irregular game play include but are not limited to, placing single bets equal to or in excess of 30% or more of the value of the Bonus credited to their account until such time as the wagering requirements for that Bonus have been met. Should Betway deem that You have indulged in irregular game play, we reserve the right to withhold any withdrawals and/or to confiscate all of Your winnings. Betway also reserves the right to reclaim from You any amounts, losses, damages, costs and/or expenses incurred or suffered by You as a result of such practices.

## **6.6 Updating Payment Details**

Updating or adding additional payment details may only be done by contacting soporte@betway.es.

## **6.7 Payment Reversals**

A new payment will be issued using the correct details upon notification from the end merchant that funds have been successfully returned to Betway.

## **7. Bonuses**

### **7.1 Separate Terms and Conditions**

We may, from time to time, offer certain promotions and competitions which may have separate terms, conditions and rules that are competition or promotion specific. All promotions, bonuses or special credits to Your account must be expressly accepted by You.

Betway's bonus general terms and conditions may be found at <https://betway.es/p/terminos-generales-de-bonos/en-es/>

Bonus Bets cannot be transferred or cashed-in.

## **7.2 Abuse of Bonus System**

If we suspect that You are abusing or attempting to abuse a bonus or promotion, we may deny, withhold or withdraw from You any bonus or promotion. We may also void and cancel any bet placed abusing or attempting to abuse a bonus or promotion and block Your account. Betway also reserves the right to reclaim from You any amounts, losses, damages, costs and/or expenses incurred or suffered by You as a result of such practices.

## **7.3 Right to Rescind**

Betway may cancel any promotion, bonus or special offer at any time. However, if You have already participated in a promotion, its own terms and conditions will still be applicable to You.

## **8. Privacy Policy**

The treatment of personal data held by Betway is detailed in the Privacy Policy, which is inseparably linked to these terms and conditions and whose express acceptance is a prerequisite to account registration by an individual.

For further information, please view our Privacy Policy.

## **9. Intellectual Property**

**9.1** You acknowledge and agree that all right, title and interest in the Intellectual Property is our absolute property and that we have received the required license for use. Any use of the Intellectual Property without our prior written consent is not permitted. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit, or tamper with the Intellectual Property in any manner whatsoever.

**9.2** You acknowledge and agree that the material and content contained within the Website is made available for Your personal, non-commercial use only. Any other use of such material and content is strictly prohibited.

**9.3** We hereby grant You a licence to download and use the Software in order to participate, subject to these Terms and Conditions, our other policies and with respect to the applicable regulations. All rights in the Software are reserved and You may use the Software only as licensed to You.

## **10. Interruptions in Play**

### **10.1 No warranties**

The Service and the Software are provided on an "as is" basis. To the extent permitted by the applicable law, we make no warranties or representations, whether express or implied, in relation to the satisfactory quality, fitness for purpose, completeness or accuracy of the Service or the Software, without prejudice to the technical systems having the guarantees required by Spanish legislation for their safety and availability.

### **10.2 Malfunctions**

To the extent permitted by the applicable law, we shall not be liable for computer malfunctions, failure of telecommunications service or Internet connections nor attempts by You to participate in games by methods, means or ways not intended by us.

During the use of the Gaming Services offered by Betway potential limitations on visualization, information and/or functionality of the Gaming Services may arise depending on the device or terminal the Customer may use to access them, such as mobile devices; Betway will not guarantee their correct functionality in those instances.

### **10.3 Reported Faults**

Although we shall take all reasonable measures to ensure that the Services are not faulty, we cannot guarantee that the Service will never be faulty, but we will correct reported faults as soon as we reasonably can. If a fault occurs You should report the fault by telephone, e-mail to [soporte@betway.es](mailto:soporte@betway.es).

### **10.4 Viruses**

Although we shall take all reasonable measures to ensure that the Software and files are free from computer viruses we cannot and do not guarantee that the Software and files are free of such problems. It is Your responsibility to protect Your systems and have in place the ability to reinstall any data or programs lost due to a virus.

### **10.5 Service Suspension**

We may temporarily suspend the whole or any part of the Service for any reason at our sole discretion. We may, but shall not be obliged to, give You as much notice as is reasonably practicable of such suspension. We will restore the Service as soon as is reasonably practicable after such temporary suspension.

### **10.6 Change**

Betway may suspend, modify or remove or add content to the Website or its software at its sole discretion with immediate effect and without notice. To the extent permitted by the applicable law, shall not be liable to You for any loss suffered resulting from any changes made or for any modification or suspension of or discontinuance of the Software or Services.

### **10.7 Obvious errors**

All odds are subject to fluctuation and are only valid at the time of bet acceptance.

Where an obvious error or system problem causes an incorrect odds, line or handicap to be offered on a bet, that bet, or that part of the bet if it is a multiple bet, will be void.

If the error is reported in a timely manner, Betway will make every effort to contact the customer and allow the customer to place another bet with the correct odds/line/handicap.

If this is not possible due to time constraints or for any other reason, the player may recover from Betway any amount overpaid.

Betway also has the right to adjust the player's account to reflect the true result and amend the error. Such errors may include, but are not limited to, an incorrect price, a bet placed out of time or an erroneous outcome.

## **11. Indemnity and Limitation of Liability**

### **11.1 Indemnity**

To the extent permitted by the applicable law, You agree to indemnify and hold harmless us, our directors, officers, employees, shareholders, agents and affiliates, our ultimate parent and parent companies and any of our subsidiaries against any and all costs, expenses, liabilities and damages (whether direct, indirect, special, consequential, exemplary or punitive or other) arising from any Participation by You, including without limitation:

- Visiting, use or re-use of Website;
- Use or re-use of the Website by means of telecommunication services;
- Use or re-use of any materials at, or obtained from, the Website or any other source whatsoever;
- Entry to, or use or re-use of the Website server;
- Facilitating or making a deposit into Your account at Betway;
- Wagering or gaming at Betway through any delivery mechanism offered;
- Acceptance and use of any win or prize at or from Betway; and
- Use or re-use of Betway software, by any means or through any medium.

## **11.2 Limitation of Liability**

To the extent permitted by the applicable law, in no circumstances shall we, our directors, officers, employees, shareholders, agents and affiliates, our ultimate parent and parent companies and any of our subsidiaries be liable to You in contract, tort, negligence or otherwise, for any loss or damage howsoever arising from any cause whatsoever, whether direct or indirect, or for any amounts whatsoever deemed or alleged to have arisen out of or in connection with Your Participation; including without limitation, its content or any errors or omissions in the Website's content (even where we have been notified by You of the possibility of such loss or damage).

## **11.3 Links**

To the extent permitted by the applicable law, Betway shall not be liable in contract, tort, negligence or otherwise, for any loss or damage whatsoever arising from or in any way connected with Your use, of any link contained on the Website. We are not responsible for the content contained on any Internet site linked to from the Websites or via the Services.

## **11.4 Negligence**

Nothing in these Terms and Conditions will operate so as to exclude any liability of the company for fraud, death or personal injury that is caused by the company's negligence.

## **12. Availability of Offers**

### **12.1 Eligibility**

Since the services rendered by Betway are purely recreational, betting rooms are strictly forbidden. Therefore, all offers are limited to one per person, household address, e-mail address, telephone number, same payment account number (e.g. debit or credit card, etc.) and shared computer. All Betway offers are intended for recreational players and Betway may limit the eligibility of players to participate in any promotion. We reserve the right to withdraw the availability of any offer or all offers to any player.

### **12.2 Offer Recall**

Betway may reclaim all bonuses awarded and any winnings accrued if players are found to be tampering with or abusing any aspect of a Betway promotion. Where there is evidence of a series of bets placed by a client or group of clients which, as a result of enhanced payments through promotional offers, results in guaranteed player profits irrespective of outcome, Betway may ignore the bonus element of such offers and settle bets at the correct odds. Betway may ask any player to provide sufficient documentation for us to be fully satisfied as to the player's identity prior to us crediting any bonus, free bet or offer to their account.

### **13. Responsible Gaming**

#### **13.1 Policy**

Betway is committed to offering its Customers a fun and friendly online gaming experience, whilst also recognising that gambling can cause problems for a minority of individuals. For this reason, Betway actively supports responsible gaming and encourages Customers to make use of a variety of responsible gaming features so as to better manage their account.

Please refer to our Responsible Gaming Policy for full details.

#### **13.2 Self-Exclusion and Self-Prohibition/ Inscription in the RGIAJ Policy**

You may, at any time, request temporary or permanent exclusion from play at Betway.

The Self-Exclusion options available are:

- Temporary exclusion – You may suspend Your account temporarily between 24 hours and 3 months
- Permanent exclusion – the account is suspended indefinitely and the request will be deemed irrevocable for the period of time indicated by You (note: at a customer's request, the account can be reactivated subject to verification by Betway and following an exclusion period of a minimum of 6 months)

Upon receipt of Your Self-Exclusion request, measures will be taken by Betway to ensure that within a maximum of forty-eight hours You cannot participate in any further game play or perform any deposits until the exclusion period expires.

In the case of a Permanent Self-Exclusion request, we recommend to also register Your details on RGIAJ.

During the period of self-exclusion, You will not receive promotions, marketing or any other commercial communication.

For full details about Betway's Self-Exclusion Policy, please refer to the Responsible Gaming Page.

You may also apply for registration with the RGIAJ or be registered with the RGIAJ in certain circumstances, in which case Betway will suspend Your gaming account and inform You of the consequences associated with such suspension.

For the duration of the suspension, You will not be able to make any deposits or participate. In addition, You may request the transfer of Your gaming account balance (including any winnings won prior to the suspension) as well as any winnings won during the suspension of the gaming account as a result of gaming participations made prior to the suspension.

Upon termination of your registration in the RGIAJ, Betway may, at your request, lift the suspension of your gaming account and allow you to play the games.

As long as you remain registered in the RGIAJ, you will not receive any promotions, marketing, or other commercial communications.

### **13.3. Safe Gambling Telephone Service**

Betway operates a telephone hotline to provide information and assistance regarding safe gaming. Through this service, which is provided in Spanish and at no extra charge, you will be adequately informed of the risks that gambling activity may generate, the possibility of taking the self-assessment test, the possibility of exercising the powers of self-prohibition or self-exclusion and the public services for the prevention and care of disorders associated with gambling. This telephone service shall be provided through the telephone number 910 470 240.

## **14. Game Rules**

### **14.1. Roulette**

In essence, roulette is a game of chance. Its greatest appeal is its simplicity: predicting which square the ball will land in. Before the wheel spins, You bet on the number, colour or pair/uneven. Then, the roulette wheel is turned and depending on the result, the winnings are paid.

For full details about Betway's Game Rules, please refer to Casino Online Page and Online Roulette Page.

### **14.2. Blackjack**

The most popular of all casino card games, some call them 21 or Pontoon, but this is pure old Blackjack. We have many variations of blackjack at Betway Casino, it's just a matter of the type of action You're looking for. Take a look at our selection of Blackjack games below. The objective in any hand of blackjack is to beat the banker. In order to do this, You should have a hand that scores more than the banker's hand, without exceeding a total value of 21.

For full details about Betway's Game Rules, please refer to Casino Online Page.

### **14.3. Slots**

Slots consists of placing Your bet and turning the rollers to receive rewards.

For full details about Betway's Game Rules, please refer to Casino Online Page.

### **14.4. Betting**

You should choose the available match or selections offered to bet on. Then, You should enter the amount of the bet and the potential return will be provided.

For full details about Betway's Game Rules, please refer to the Betting Rules page.

## **15. Player Protection**

We want to ensure that You can enjoy Your experience at Betway in a safe, responsible manner. We will deal with any issue affecting Your playing experience at Betway promptly. We have a detailed Responsible Gambling Policy, as well as a list of mechanisms which You can install to ensure a safer gaming experience.

## **16. Support, Disputes, complaints/grievances and disputes**

### **16.1 Support**

Customer support is available if You experience any difficulties. Customer support can be reached by e-mail on soporte@betway.es.

## **16.2 Complaints/Complaints**

Any complaint of any nature whatsoever must be submitted within 3 months from the time of the gaming session or game in which the incident occurred or from the time of the event on which the bet or wager was placed.

IMPORTANT: To ensure that your complaint/complaint is received and handled by the correct department, a written communication must be sent to Betway by one of the following means:

- E-mail: elgestor@betway.es

Postal mail: Betway Spain S.A., Avenida Jaime III, 1, Primera Planta, 07012 Palma de Mallorca, Balearic Islands, Spain.

In addition, the written communication must contain the following information:

1. a) your Customer name/account number with Betway.
2. b) your registered First and Last Name
3. c) a detailed explanation of the complaint/complaint
4. d) the specific dates and times associated with the complaint/claim (if applicable).

Note: Failure to submit the communication as indicated above will prevent your complaint/claim from being properly categorised and investigated for prompt resolution.

Upon receipt of communications, we will make every effort to resolve any reported issues as soon as possible, but no later than one month. If for any reason you are not satisfied with the resolution of your complaint/complaint, you may contact the DGOJ to file a complaint. The complaint may be submitted via the DGOJ's website, using the form "Gambling Complaints", or by post to the following address: C/ Atocha, nº 3, 28012, Madrid, Spain. However, if you are dissatisfied with any aspect of our site or your gaming experience, please contact Betway by e-mail at soporte@betway.es to inform us of any problems you may have. Alternatively, you can contact eCOGRA, the internationally recognised body dealing with customer standards and protection, and submit a Complaint Form.

## **16.3 Alternative Dispute Resolution (ADR)/Online Dispute Resolution (ODR) Services**

The current balance and transaction history of Your account may be viewed at any time. Should there be any claim or dispute arising from past or current transactions please contact us sending an email to soporte@betway.es.

We will try to resolve any claim or dispute received within one month of it being filed. Without prejudice of Your right to go to the ordinary Courts corresponding to Your address, should Your claim or dispute not be settled or You disagree with the resolution given, You may refer the matter to:

- The DGOJ, who will look to solve the matter within 2 months;
- Our ADR entity, eCOGRA, where its Dispute Form may be completed.
- The European Commission's Online Dispute Resolution (ODR) Platform, who will then forward it on to the relevant ADR entity. You can find more information at the following link: <https://ec.europa.eu/consumers/odr>



The DGOJ and the ADR entity will act as an impartial adjudicator on disputes that arise between Betway and a customer only when:

1. the customer has been through Betway's own internal customer complaint procedure; and
2. the customer does not agree with the response received by Betway or does not receive from Betway within one month.

## **17. Financial Institution**

Betway does not provide advice regarding tax and/or legal matters. Players who wish to obtain advice regarding tax and legal matters are advised to contact appropriate advisors.

## **18. Other**

### **18.1 Risk Acceptance**

By accepting these Terms and Conditions You are fully aware that there is a risk of losing money when gambling and You are fully responsible for any such loss. You agree that Your use of Betway is at Your sole option, discretion and risk. Furthermore, You agree that Participation at Betway is for Your own personal entertainment and non-professional use and, in doing so, are acting on Your own behalf.

### **18.2 Eligible Players**

Betway employees, their licensees, distributors, wholesalers, subsidiaries, advertising, promotion or other agencies, media partners, retailers and members of the immediate families of each are banned from participating in the games.

### **18.3 Acceptable Use**

You represent, warrant and agree that You will comply with all laws, statutes and regulations in relation to Your use of the Software and Service. We are not responsible for any illegal or unauthorised use of the Software or the Service by You. By accepting these Terms and Conditions You agree to assist us, to the extent that You are able, with the compliance with applicable laws and regulations.

### **18.4 Language**

The languages available to play in at Betway are Spanish and English.

### **18.5 Entire Agreement**

The Terms and Conditions contained herein, together with the Privacy Policy, Responsible Gaming Policy, Player Protection Policy and the special Laws of gaming represent the complete, final and exclusive agreement between You and Betway and supersede and merge all prior agreements, representations and understandings between You and Betway with regards to playing at Betway.

Betway may amend these Terms and Conditions or implement or amend any procedures at any time. A notification message advising that changes have been made to our Terms and Conditions will appear upon a Customer's next login to the Betway site/software, specifying the changes made with respect to the previous version. The Customer must expressly accept the changes to the Terms and Conditions before continuing to participate at Betway.

### **18.6 Contradictions**

In the event of contradictions between different clauses in the contractual documents, or between these and those contained in a promotion of the operator that has not been integrated into the gambling contract, the clauses that are more beneficial to the participant shall prevail.

#### **18.7 Final Decision and discrepancies**

In the event of a discrepancy between the result showing on Your software and Betway's server software, the result showing on the Betway server software (i.e. Betway's internal control system) shall be the official and governing result.

In the specific event that there are discrepancies as to the exact content of the bet, wager, play or forecast, both parties will accept as final the record of gaming operations and economic transactions that have been captured in accordance with the provisions of the gaming regulations in Betway's Internal Control System. This is without prejudice to Your right to resort to any of the legally and contractually available dispute resolution mechanisms for the protection of Your rights and legitimate interests against Betway's decisions.

#### **18.8 Tax**

You are solely responsible for any applicable taxes on any prizes and/or winnings that You collect from Betway.

#### **18.9 Force Majeure**

To the extent permitted by the applicable law, Betway shall not be liable or responsible in the event of breach of its obligations arising from the gaming contract (among other assumptions, and without limitation, in case of errors, delays or interruptions) when said breach has its origin in unforeseeable causes or events or that are unavoidable and outside the scope of action of Betway.

#### **18.10 No agency**

Nothing in these Terms and Conditions shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship or any other form of joint enterprise between You and us.

#### **18.11 Severability**

If any of the Terms & Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law. In such cases, the part deemed invalid or unenforceable shall be amended in a manner consistent with the applicable law to reflect, as closely as possible, Betway's original intent.

#### **18.12 Explanation of Terms and Conditions**

We consider these Terms and Conditions to be fair. Should You need any advice regarding these or any other part of our service or should You need any older version of these Terms and Conditions not available online, please contact on [soporte@betway.es](mailto:soporte@betway.es).

### **19. Effectiveness and Endurance**

These terms and conditions, related documents and any amendments thereto, shall take effect following Your express approval, and shall remain in effect indefinitely, unless either party notifies the other of its intent to terminate this agreement.

### **20. Rights and Obligations of the Customer**

#### **20.1 As a customer, You are entitled to:**

- Obtain clear and accurate information about the rules of the game in which You want to play.
- Collect winnings or the prizes that You are entitled to, in the time and manner established, in compliance with the specific rules of each game. In any case, this right shall expire within 3 months from the time when the gaming session or the game took place or from the time when the event on which the wager was placed took place.
- Play freely, without coercion and threats from other clients or third parties.
- Know at any time which is the amount that You have played, as well as Your player's account balance.
- Identify Yourself in a secure manner providing ID card, Passport or other official document, or a recognised electronic signature, as well as the protection of Your personal data in accordance with the applicable legislation for data protection.
- Know at any time our gaming operator's data, as well as to know, in case of complaints or possible infringements, the identity of the personnel with whom You have interacted.
- Receive information about responsible gaming practices and to access the RGIAJ whenever You consider it necessary, for which You may find more information at <https://www.ordenacionjuego.es/participantes-juego/juego-seguro/rgiaj> and in our Responsible Gaming section.
- Download the version in force of the Terms and Conditions and receive, upon Your request, a copy of the previous versions of the Terms and Conditions that You accepted.
- Terminate Your contractual relation with us in the event we fail to comply with the regulations and the rules established in the legislation applicable, as well as with these terms and conditions and those obligations that may arise under the legislation in force.

## **20.2 As a customer, You are obliged to:**

- Do not alter the normal flow of the games.
- Behave in an honest and respectful manner with the rest of the clients and Betway.
- Comply with the regulations and the rules established in the legislation applicable, as well as with these terms and conditions and those obligations that may arise under the legislation in force.
- Do not provide Your log in details to third parties, or facilitate unauthorized use of them.
- Do not transfer money to other Customer's accounts.
- Any other obligations established in these terms and conditions, and/or by the prevailing legislation.

## **21. Rights and Obligations of Betway**

### **21.1 Betway will have all the rights established in these Terms and Conditions.**

### **21.2 For our part, we are committed to:**

- Verify, with the frequency and procedures established in this regard by the Directorate General for the Regulation of Gambling, that the customer is not registered in the RGIAJ. Also, we will take specific control measures for those clients that requested to be banned from playing a specific game.

- Keep the gaming contract for a period of no less than six years since the cancelation of the Customer registration and take all necessary measures to protect Your data.
- Seek Your express consent for the extension of the contract in the circumstances of unilateral modification of the contract or subjective novation.
- Keep analytical detail of the movements related with the player's gaming account and of the games played for a period of no less than six years.
- Make, as frequent as it is established by the DGOJ, periodic verifications regarding the correct use of the gaming account, notifying the DGOJ and the Servicio Ejecutivo de la Comisión de Prevención del Blanqueo de Capitales e Infracciones Monetarias of possible violations or anomalies detected as soon as we know about it.
- Register immediately in the gaming account all the transactions made as debits and credits, including all their identifying elements and, in particular, those related to the game played, winnings, refunds, deposits, withdrawals or bonus received.
- Credit the prizes in accordance with the provisions of these Terms and Conditions, as long as they do not contradict the legislation applicable.
- Notify the DGOJ, of the identifying data of those clients that might be a risk of collusion or that have used in their gaming account credit cards in a fraudulent/unauthorized manner.
- Terminate our contractual relation with You in the event You fail to comply with the regulations and the rules established in the legislation applicable, as well as with these Terms and Conditions and those obligations that may arise under the legislation in force.

## **22. Ancillary Services**

The use of certain ancillary services that we can offer You shall be subject to the terms and conditions created for those specific services. Before the use of said services, the customer will be requested for an express acceptance.

## **23. Applicable Law and Competent Jurisdiction**

These terms and conditions shall be governed and construed in accordance with the Spanish legislation. The customer and Betway expressly submit to the competence of the Tribunals of Spain to resolve any disputes or claims that might arise as a consequence of the use of the website. The customer shall be able to resort to the relevant courts depending on their place of residence. Without limiting the foregoing, Betway reserves the right to start court proceedings in any jurisdiction where we believe that there has been a violation of our intellectual and/or industrial property rights or any infringements caused by non-residents in Spain.

To download a copy of this policy, please [click here](#).

***Last updated: 07/03/2025***