

## **General Terms and Conditions of Bet3000 Casino**

### General Provisions

These terms of service are important for customer access and use of the Bet3000 online casino website. Bet3000 Casino is operated by IBA Casino Ltd, a company founded and based in Malta (entered in the Maltese commercial register with the company number C 86463). Bet3000 Casino is subject to the conditions of the Malta Gaming Authority MGA as well as Maltese law.

In the case of casino games, the parties involved as contractual partners are IBA Casino Ltd, which has an official license issued by the Malta Gaming Authority (MGA), as well as the customer.

Casino games are offered via software from Microgaming Europe, Prima Networks Limited, C46476, Ground Floor, The George Complex, Triq Ball, San Giljan STJ3123, Malta, as well as Pariplay Malta Limited, C82425, Tower Gate Place, Tal-Qroqq Street, Msida, MSD 1703, Malta.

The live casino is provided by Evolution Gaming Malta Ltd, company no. C 48666, Level 1, THE CENTRE, Tigne Point, Sliema, TPO 0001, MALTA.

IBA Casino Ltd. will be referred to as "Bet3000" in the following terms and conditions whilst the Malta Gaming Authority is abbreviated to "MGA". All references to "customers" refer to the customers of [www.bet3000.com](http://www.bet3000.com).

IBA Casino Ltd. is responsible for all payment transactions between the customer and the two stated license holders.

Please read the General Terms and Conditions of the Bet3000 Casino carefully before using the Bet3000 Online Casino or downloading any software that may be provided by the Bet3000 Online Casino website. By participating on the Bet3000 Casino website, the customer confirms that he has read the T&Cs and agrees to be contractually bound to the conditions stated below.

These General Terms and Conditions represent the full, final, and exclusive contract between the customer and Bet3000 Casino with regard to Bet3000 Casino services and replace all previous contracts or agreements between the customer and Bet3000 Casino. The customer recognizes and confirms that this does not refer to any illustration, agreement, condition, or provision that is not set out in these Bet3000 Casino General Terms and Conditions.

Bet3000 Casino has the right to suspend services or close a customer's account if there is a suspicion that the relevant customer has infringed the provisions of these terms and conditions.

The existing terms of service are subject to Maltese law. The customer hereby irrevocably agrees to submit to the jurisdiction of Maltese law.

The customer confirms that this agreement between the customer and Bet3000 Casino (and its license suppliers) or usage of Bet3000 Casino services does not constitute a joint company, or a partnership, a working relationship, or brokerage activities.

Bet3000 reserves the right to change and update these terms and conditions at any time. This may take place either with or without prior customer notification. The customer is responsible for regularly checking these terms and conditions for any possible amendments. The current version of the terms and conditions can be seen by clicking on the [General Terms & Conditions](#) hypertext link on [www.bet3000.com](http://www.bet3000.com). If the customer continues to use the website after a change to the terms and conditions, this means that the customer accepts the corresponding change or update to these general terms of service.

The existing terms and conditions can be published in various languages for information purposes and to improve understanding.

## **1. Bet3000 Casino website services**

1.1 All Bet3000 website content is solely intended for non-commercial, personal use. The customer must only use the Bet3000 casino for private entertainment and personal use. Any other use, application, or multiple use of the Bet3000 Casino website is strictly forbidden. It is not necessary to place cash wagers to use the Bet3000 Casino; the customer can also play such games without wagering money. Wagering with money is the sole responsibility of the customer, and it is done at his own risk.

## **2. Customer account**

2.1 The customer is solely responsible for checking whether registration with Bet3000 Casino is legal with regard to the legislation on Internet gambling within the country in which he resides. Bet3000 Casino or casino employees, its license holders, intermediaries, wholesalers, affiliates, subsidiaries, advertising or other agencies, as well as media partners or brokers make no statement, either expressly or implied, or issue any authorization regarding whether or the customer is allowed to use Bet3000 Casino. The customer is not authorized to use anonymization services such as proxies, VPN, or similar to bypass country restrictions set by bet3000. In the event of any infringement of this regulation, bet3000 reserves the right to freeze and/or immediately close accounts; the customer forfeits all their winnings.

2.2 The customer must be at least 18 years of age to play in the casino or to wager stakes on the Bet3000 Casino website. Entering false information regarding age, name, and address may constitute a breach of law. Bet3000 Casino reserves the right to report those who have provided the Bet3000 Casino website with false information to the relevant authorities. If a player is identified as being underage, their account will be blocked immediately. However, should an underage player succeed in making a deposit, all payments and winnings will be forfeited to the MGA.

2.3 If using a service offering from Bet3000 Casino means that the customer must access it via a customer account, then the customer must open such an account by going through the necessary registration process before using such services. This includes entry of current, complete, and correct information, which also always includes the customer's email address.

2.4 The customer is also requested to select a username and password. The selected username must only be assigned once and must not be vulgar or offensive in any other way (at the discretion of Bet3000 Casino), nor should it infringe on third party rights to trademarks or other property rights.

2.5 Customer registration or membership is intended for the customer personally. For this reason, the customer is not allowed to make his username and password available to third parties. Third parties are also not authorized to use a customer's Bet3000 Casino account.

2.6 It is solely the responsibility of the customer to keep his account number and password secret. Furthermore, the customer is solely responsible for all activities in his account. The customer is liable for all losses incurred in his Bet3000 Casino account whether caused by himself or third parties.

2.7 The customer is entitled to set a wager limit or to exclude themselves from some or all products offered at [www.bet3000.com](http://www.bet3000.com) for a selected period of time by sending an email to [support@bet3000.com](mailto:support@bet3000.com). Exclusion is effective no later than 24 hours after receipt of the email. A customer request to increase or cancel the self-imposed limit, or to reduce exclusion from the offering will only be effective seven days after receipt by bet3000.

2.8 The customer hereby guarantees that all information provided to Bet3000 Casino is valid, correct, and complete (this also includes information regarding payment methods such as the credit card number and its validity period). The customer agrees to cover all fees and costs that arise from using the services provided by Bet3000 Casino as well as any applicable taxes. In addition, the customer also agrees to inform Bet3000 Casino immediately if there are any changes compared to the information provided during registration.

2.9 The customer must inform Bet3000 Casino immediately if his account was used by unauthorized third parties, if account data was stolen, or if any other kind of security breach

has taken place. The customer therefore agrees to provide evidence of such theft or unauthorized use if requested to do so by Bet3000 Casino. Bet3000 Casino is not liable for damage that the customer has suffered due to third party use of his password or account, regardless of whether such activities took place with or without the customer's knowledge.

2.10 Bet3000 Casino reserves the right to close a customer account without repayment of a credit balance if Bet3000 Casino becomes aware that the customer has passed on his account information and password to a third party.

2.11 The customer states that he exempts Bet3000 Casino from any claims, demands, and damages including reasonable attorney's fees invoked by third parties as a result of use of the Bet3000 Casino website via his customer account.

2.12 Employees of Bet3000 Casino, as well as its license holders, intermediaries, affiliates, subsidiaries, advertising or other agencies, as well as media partners or brokers, retailers and in the case of individuals from the above-stated groups of people also their direct family members, are not permitted to use the services offered by the Bet3000 Casino website. Bet3000 Casino reserves the right to refuse the opening of a customer account, or to delete a customer account without stating a reason and without informing the customer beforehand. Any potential balance that is in the customer account when such deletion takes place will be refunded to the customer using a repayment method of Bet3000 Casino's choice. However, Bet3000 Casino also reserves the right to cancel all winnings and to use any balance in a customer account at its own discretion should one of the following scenarios occur:

2.12.1. if the customer is in a country in which using Bet3000 Casino is legally forbidden

2.12.2. if the customer has provided false or misleading information during registration

2.12.3. if the customer ever rescinds or reverses a payment made by credit card or another available payment method to his Bet3000 Casino customer account

2.12.4. if the customer is underage,

2.12.5. if it becomes apparent that the customer is engaged in fraudulent activity or if Bet3000 Casino establishes that the customer is using a system (such as machines, computers, software, or other automated plants and systems) with the express aim of cheating Bet3000 Casino

2.12.6. if the customer does not use the services offered by Bet3000 Casino as a single person and not solely for private use (i.e. the customer is a professional gambler or uses Bet3000 Casino together with an additional player or several other players as a member of a club or group)

2.12.7. if the customer has more than one active account with Bet3000 Casino

2.12.8. if the name stated on the Bet3000 customer account does not match the name of the person making a payment to the customer's Bet3000 Casino account via a specific payment method

- 2.12.9. if the customer (whether intentionally or otherwise) has enabled a third party to access the website's services via his Bet3000 Casino account
- 2.12.10. if the customer takes part in a casino promotion and cashes in winnings before satisfying the participation restrictions for the relevant promotion
- 2.12.11. if the casino becomes aware that the customer also uses the services of another online casino via one of the illegal measures stated above.

### **3. Deposits and withdrawals/winnings**

3.1 Internet gaming may be illegal in the country in which the customer resides. If this is the case, then the customer is not authorized to use his payment method for making deposits to the website.

3.2 The customer can use just one payment method (payment card, bank transfer) at Bet3000 Casino and it must be in his own name.

All payment transactions (deposits and payouts of customer funds, provision of casino credit, and customer registration and customer account management) are carried out via the customer account at IBA Entertainment Ltd. via [www.bet3000.com](http://www.bet3000.com).

By using IBA Casino, the player agrees to the T&Cs and data protection guidelines of IBA Entertainment Ltd. The current version of the terms and conditions can be viewed by clicking on the "[General Terms and Conditions](#)" hypertext link at [www.bet3000.com](http://www.bet3000.com).

3.3 Bet3000 Casino is obliged to report suspicious transactions to the relevant authorities in accordance with Maltese money laundering legislation. This is the case, for instance, if Bet3000 Casino knows, suspects, or has a justified suspicion that the customer is using funds that may be derived from illegal activities, or where Bet3000 Casino suspects that an attempt is being made to hide the fact that such funds are derived from illegal activities, or if the customer is misusing the Bet3000 Casino for criminal activities. The customer confirms that money wagered at bet3000 does not originate from illegal sources, and that they are not using the account for unlawful or fraudulent activities. These include, but are not limited to, money laundering or the financing of terrorist activities under the laws of any jurisdiction that applies to the customer or any company in the bet3000 Group. In the event of suspected participation in any kind of money laundering or any activity related to money laundering bet3000 reserves the right to report such activities to the Malta Gaming Authority (MGA) and to the Financial Intelligence Analysis Unit (FIAU), based in Malta.

3.4 Any winnings are subject to Bet3000 Casino verification processes before a payout is made. Bet3000 Casino may levy a processing fee for payment transactions by check or bank transfer. The payout limit per user and week (00:00 CEST on Monday until 24:00 on Sunday) is €150,000 (one hundred and fifty thousand euros).

3.5 If the customer wins a cash prize on Bet3000 Casino that Bet3000 considers worthy of publication, then the customer hereby agrees to be available for events that Bet3000 organizes in connection with such a win.

3.6 It is the sole responsibility of the customer to pay tax on winnings or prizes that have been won on Bet3000 Casino, in accordance with applicable legislation.

3.7 If the customer wishes to dispute the result of a casino game, then his complaint must be submitted in writing to Bet3000 within fourteen (14) days. If the result from the customer's casino software does not match the result from the Bet3000 Casino gaming server software, then the result from the Bet3000 Casino gaming server software will be considered to be the official, final end result.

3.8 If a complaint submitted to Bet3000 Casino is not resolved to the customer's satisfaction then the customer also has the right to submit their complaint to the Malta Gaming Authority MGA by email: <https://www.mga.org.mt/support/online-gaming-support>

#### **4. Closing a customer account**

4.1. The customer can close their account at any time.

4.2. If no activity is recorded in the customer's account for twelve (12) months, then it is considered to be an unused account. Bet3000 will make every effort to refund all credit in the account back to the customer after this period has elapsed. If this is not possible, then any credit in this customer account is passed on to the Malta Gaming Authority MGA.

#### **5. Customer communication**

5.1 Bet3000 reserves the right to record telephone calls, Internet communication, and transaction data carried out on the website as well as to collect information regarding your visit to the website. Bet3000 cannot accept any responsibility within the limits of the law for contents that are provided on the website by a third party.

5.2. With regard to any material that a customer posts on the website, in whatever form or by whatever medium, the customer grants Bet3000 a non-exclusive, worldwide, royalty-free, perpetual, and irrevocable license for use, duplication, transfer, public announcement, reproduction, processing, translation, and formatting of his posting. Bet3000 is authorized to

delete customer postings at any time. The customer guarantees that he has all necessary rights to issue the above-stated license for each of his postings.

## **6. Responsible gaming**

Bet3000 is committed to ensuring that customers play responsibly and therefore provides the following options on its website: self-exclusion, links to Game Care, information on self-help and prevention, as well as measures aimed at preventing minors from accessing the Bet3000 website. Customers can request self-exclusion from Bet3000 services at any time.

## **7. Software license**

7.1 Copying or duplication of software is expressly forbidden, unless duplication or redistribution is explicitly permitted via the applicable licensing conditions. Bet3000 Casino and its license suppliers reserve the right to take legal action against customers who infringe license agreements.

7.2 Usage of the Bet3000 Casino website and its contents does not mean that the customer obtains any rights to the Bet3000 Casino company name, nor are any rights obtained regarding other names, graphics, texts, or concepts. The customer is merely granted a revocable, non-exclusive, non-transferable right to use the Bet3000 Casino software for entertainment purposes. All copyrights, rights to brand names, and all other intellectual property and content provided as part of the website remain the property of Bet3000. The customer is merely authorized to use the material in the Bet3000 Casino as explicitly stated in these Terms and Conditions.

7.3 Bet3000 Casino reserves the right to change or amend the website, the services offered, the software, and/or the system requirements necessary to use the service at any time and without prior notification.

7.4 The customer is forbidden from using Bet3000 Casino services in such a manner that may damage, block, or overload the Bet3000 Casino server on this connected network, impede the use of Bet3000 Casino services by other customers, or enable access to the Bet3000 Casino software.

## **8. Third-party contents**

8.1. The website may contain advertising, sponsorship, or other third-party material that is outside the control of Bet3000. Such third parties are responsible for ensuring that material made available on Bet3000 is in accordance with all legal provisions and regulations. Bet3000 does not accept liability for errors or inaccuracies that can be found in any material provided by a third party.

8.2. The website may contain links to other sites that are also outside the control of Bet3000 and are not subject to these General Terms and Conditions. Bet3000 accepts no liability for the contents of any third-party websites, nor does it accept liability for any acts or possible omissions on the part of the operator, nor for the contents of the advertising or sponsored material contained on these websites. If the customer accesses third-party websites, this is solely at the customer's own risk.

8.3. Bet3000 has the right, but is not obligated, to edit contents from third parties at its own discretion, to refuse to publish such content, or to remove such content.

## **9. Limitation of liability**

9.1. Services from the Bet3000 Casino are provided depending on availability. Bet3000 Casino accepts no responsibility or liability regarding the quality or specific purposes, the completeness or the accuracy of the services or the software unless such exemptions are not permitted by law.

9.2 In no circumstances shall Bet3000 Casino be liable to the customer in contract, tort, negligence, or otherwise, for any loss or damage whatever the cause, whether direct or indirect or for any amount whatsoever, that is in conjunction with usage of Bet3000 Casino services by the customer (even if the customer has made Bet3000 Casino aware of the possibility of such a loss or damage).

9.3 Bet3000 Casino cannot accept liability for computer malfunctions or for the failure of telecommunications services or Internet connections. The same applies if the customer tries to use the services offered by Bet3000 Casino using certain technologies, aids, or other tools which are not intended for this purpose.

9.4 Despite all efforts, Bet3000 cannot guarantee that its software and files are completely free of computer viruses and/or do not contain any program code of a destructive nature. It is solely the responsibility of the customer to protect his computer system and to restore data or programs that were lost as a result of viruses.

9.5 Bet3000 Casino may either wholly or partially discontinue operations at their own discretion without stating reasons for doing so. The casino will inform the customer of such

interruptions as far as possible without being obliged to do so. After such an interruption, Bet3000 Casino will restore all of its services once more as quickly as possible.

9.6 Exemption from liability for consequential damages or compensation for incidental damages is not permitted in some countries. The liability of Bet3000 Casino is limited to the maximum amount permitted by law in these countries.

## **10. Severability clause**

If it transpires that an integral part of these terms and conditions is invalid or unenforceable under applicable law, then the invalid or unenforceable condition is replaced by a valid, enforceable provision which is closest to the meaning of the condition that was invalid or could not be enforced. This covers, but is not restricted to, the above-stated exclusions and limitations to liability. All other provisions in this contract remain valid.

## **11. Data protection guidelines**

11.1. The customer acknowledges that it is necessary for Bet3000 Casino, as stated in the Privacy Policy, to collect, store and process the personal data of the customer that he submits during the registration process, in order to enable the customer to use the services offered by Bet3000 Casino. This information will be stored and processed by Bet3000 Casino as long as the customer account is active. Further storage will be carried out in accordance with the relevant regulatory requirements at this time. All collected data will be adequately protected in accordance with the General Data Protection Regulation and the Data Protection Laws of Malta.

11.2. The customer has the right to receive information about his data that is stored by Bet3000 Casino and to have it corrected, if needed, in case of inaccuracy.

11.3. If the customer has questions or objections regarding personal data recorded by Bet3000 Casino, then he can contact [support@bet3000.com](mailto:support@bet3000.com).

With regard to the recording and usage of personal data, please consult the [Bet3000 Privacy Policy](#). This is part of the current terms and conditions for Bet3000 Casino.

## **12. Special provisions**

12.1. Every game offered in the live casino or Bet3000 Casino has individual game rules. These can be seen in the browser window of every game via the “Rules” link or symbol. All these game rules are an integral part of the General Terms and Conditions.

12.2. The payout ratios stated in the respective rules (casino/live casino) or called up via the symbol (casino/live casino) apply to the games within the Bet3000 Casino or live casino. The payout ratio is understood to be the relationship between stakes and winnings that is achieved on average, over the long run, as the result of a corresponding setting of random generators. The payout ratios in the Bet3000 Casino and live casino generally exceed 94 %.

12.3. If a game is interrupted due to a connection error, then it will be continued from the point at which it was interrupted when the connection is restored.

12.4. Bet3000 staff are not permitted to wager real money on games. If Bet3000 staff win a jackpot, this will not be paid out.

12.5. Bet3000 is authorized by the live casino to represent, advertise, and market the services offered by the live casino.

12.6. Bet3000 is authorized by Evolution Gaming to handle all payment transactions that arise from use of the live casino.

12.7 Bet3000 does not accept any liability for transactions that were carried out from and/or with the live casino. Liability is only accepted for payment transactions that have been processed by Bet3000 for its customers for the live casino.

### **13. Legal validity**

These General Terms and Conditions of Bet3000 Casino take effect as of September 6<sup>th</sup>, 2019 at 0:00 [CET], replacing all earlier versions.