



# ACCOUNT WAGERING PROCEDURES, TERMS, AND CONDITIONS

## WELCOME TO TVG

This agreement describes the terms and conditions applicable to the use of the account wagering services provided by TVG. The use of our wagering system will be taken as your acceptance of all of these terms, conditions, and disclosures contained herein.

## SUBSCRIPTION ELIGIBILITY

To establish or maintain a wagering account, you must be:

- At least 21 years of age;
- A United States citizen or resident alien; and
- A resident of a state where wagering services are available.

## WAGERING ACCOUNT PROCEDURES

Simply go to [www.TVGnetwork.com](http://www.TVGnetwork.com) or call (US residents only) 1-888 TVG WAGER (1-888-884-9243) to access your account and place wagers.

For your protection and privacy, a wagering account can only be accessed by the registered account holder with a valid account number and Personal Identification Number (PIN).

Our wagering system accepts wager amounts ranging from \$1.00 to \$9,999.00 per wager, subject to host racetrack restrictions. In the case of multiple wagers such as a daily double or an exacta box, the base wager is multiplied by the number of combinations to determine the amount of the total wager.

For your benefit, all wagers are sent into combined (commingled) pools at the host racetrack and are subject to all host racetrack rules and restrictions.

All wagers are final (i.e., no refunds or cancellations) when confirmed or accepted by our wagering system. If for some reason we are unable to commingle your wager with the pools at the host racetrack, your wager will be refunded to your account.

We reserve the right to refuse any wagering transaction for any reason.

A fee of \$0.25 per wagering transaction, with a cap of \$19.95 (or approximately 80 transactions) a month will apply to all transactions processed by our wagering system, regardless of the dollar amount of each transaction.

Wagering transaction fees are automatically deducted from your account each day. If your account does not have sufficient funds for the deduction of wagering transaction fees, such fees will be deducted immediately from the next deposit into your account.

Proceeds from successful wagers will be deposited into your account as soon as each race is posted official and winning payouts are available from the host racetrack.

We reserve the right, at our sole discretion, to terminate an account at any time and for any reason. In the event an account is terminated, we shall return to you the balance of any funds in your account at the time of termination. If the balance of funds in your account at the time of termination is less than \$2.00, we will retain the balance as an account termination fee. If your account is inactive for 6 consecutive months, a \$1.75 per month account maintenance fee may be assessed until the balance reaches zero and the account is terminated.

We reserve the right, at our sole discretion, to refer any dishonored financial instruments to collection agencies, check registries and credit reporting agencies and to collect any fees or charges incurred due to dishonored financial instruments and expenses, incurred as a result of our collection efforts, from the responsible accountholder.

## TAX WITHHOLDING

By law, any wager which results in proceeds of \$600.00 or more must be reported to the Internal Revenue Service (IRS), if the amount of such proceeds is at least 300 times as large as the amount wagered. Any wager, which results in proceeds of more than \$5,000.00, is subject to reporting and withholding, if the amount of such proceeds is at least 300 times as large as the amount wagered. If you are subject to IRS reporting and/or withholding requirements, we will send you a Form W2-G summarizing information for tax purposes following the winning wager, less any applicable withholding, being deposited into your account. Upon written request, we will provide you with summarized tax information on your wagering activities.

## WAGERING ACCOUNT BALANCE, DEPOSIT, AND WITHDRAWAL PROCEDURES

Account deposits will be available in accordance with the deposit options listed in the Getting Started section of TVG's Guide to Interactive Wagering. Withdrawal requests will be processed within five business days after receipt. The availability of withdrawn funds is subject to standard banking restrictions. Account deposits by credit and or debit card are not available to Massachusetts' residents.

Your account balance bears no interest.

You can check account balances through our various wagering platforms or by calling our Customer Relationship Representatives at 1-888 PLAY TVG (1-888-752-9884).

For additional information, please refer to the **Getting Started** section of the Guide.

## DISCLOSURES AND POLICIES

**Please note:** Your wagering account is for your personal use and is non-transferable. We reserve the right to void any wagering transaction if there is reason to believe that someone other than you deposited funds in or placed a wager from your account. By law, you must immediately notify us of a change in your state of residency by calling 1-888 PLAY TVG (1-888-752-9884). Please note: If you move to a state where wagering services are not available, we are required to terminate the account and return to you all remaining funds. We reserve the right to terminate an account at any time and for any reason. For your information, the data we (or any of our suppliers, including Equibase Company LLC) provide or compile generally is accurate, but occasionally errors and omissions occur as a result of incorrect data received from others, mistakes in processing and other causes. Accordingly, we along with our data providers and suppliers, including Equibase Company LLC, disclaim responsibility for the consequences, if any, of such errors and omissions, but would appreciate notification of any errors.

TVG will report any activities that we reasonably believe constitute fraud or theft to the appropriate law enforcement authorities and may prosecute such activities to the full extent of the law. To the extent permitted by law, TVG will retain the proceeds resulting from such fraudulent activity or theft and use those funds to pay for damages and losses resulting from such fraudulent activity or theft.

## LIABILITY LIMIT

Except where provided otherwise by the Oregon Racing Commission, in no event will we or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our services (however arising, including negligence). Our liability, and the liability of our suppliers, to you and any third parties in any circumstance is limited to the greater of (A) the total amount of wagers made by you through your account in the month prior to the action giving rise to liability, and (B) \$100. Some states may not allow this limitation of liability, so the foregoing limitation may not apply to you.

## INDEMNIFICATION

You agree to defend, indemnify and hold harmless TVG, its suppliers, distributors, contractors, subcontractors and its affiliates and related entities and their respective directors, officers, employees and agents, from and against all claims, losses, damages, liabilities and costs (included but not limited to reasonable attorneys' fees and court costs), arising out of or relating to your breach of these Procedures, Terms and Conditions. The foregoing indemnification obligation shall survive termination of these Procedures, Terms and Conditions and your purchase of any product or service provided to you by TVG, its suppliers, distributors, contractors, subcontractors and its affiliates.

## ARBITRATION

Any claim alleging that a non-payment has occurred will be resolved under the rules issued by the Oregon Racing Commission. \* All other controversies or claims arising out of or relating to our services (including but not limited to our account wagering services) will be settled by binding arbitration in accordance with the rules of the American Arbitration Association. Any such controversy or claim will be arbitrated on an individual basis, and may not be consolidated in any arbitration with any claim or controversy or any other party. The arbitration will be conducted in Los Angeles, California and judgment on the arbitration award may be entered into any court having jurisdiction over the losing party. Any party to the arbitration may seek any interim or preliminary relief from a court of competent jurisdiction in Los Angeles, California necessary to protect the rights or property of such party pending the completion of arbitration.

\* Maryland Residents Only: Claims alleging that a non-payment has occurred or unresolved exceptions to an account activity report will be resolved under the Telephone Account Betting Rules issued by the Maryland Racing Commission and provided along with your new subscriber information.

## WARRANTIES

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## INFORMATION REQUESTS

All requests for information, questions, account reconciliation, wagering discrepancies, etc., must be made to our Customer Relations Department by calling toll free 1-888 PLAY TVG (1-888-752-9884). For your protection, all conversations with our Customer Relationship Representatives are recorded and archived.

## OTHER

Account wagering rules, policies, terms, conditions, and procedures are subject to change at any time. Changes will be posted on our Web site – [www.TVGnetwork.com](http://www.TVGnetwork.com) - or can be obtained by calling 1-888 PLAY TVG (1-888-752-9884). It is your responsibility to be aware of all wagering rules, policies, terms, conditions, and procedures, including any subsequent changes.

This service has been approved by the Oregon Racing Commission. All accounts are maintained and wagering information is processed at a licensed facility located in Oregon. It is not intended to be an offer or solicitation in those states where prohibited.

## PROTECTING YOUR PRIVACY

Protecting your privacy, along with financial transactions, is at the core of TVG's business. This notice describes the type of personally identifiable information we collect and how we use such information.

## TYPE OF PERSONALLY IDENTIFIABLE INFORMATION COLLECTED

We collect, retain and use information about you to protect and administer your account and funds; to comply with applicable state and federal laws and regulations; and to help us design, improve and provide products and services in order to better serve you. When you subscribe as a TVG customer or when you submit a request or electronically pass information to TVG, you are sometimes asked to provide certain information, such as your name, e-mail address, mailing address, telephone numbers, social security number, birth date, credit card or bank account information. We ask for this in order to facilitate your requests, provide personalized services and communicate separately with you. Without your written or electronic consent, we will not collect personal information over our system unless it is necessary to provide you with our services or to prevent unauthorized access to our services.

## DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

You have chosen to do business with us, and we recognize our obligation to keep the information you provide to us secure and confidential. In our continuous effort to provide services that we believe you may find useful or of value, we may make your records available to better facilitate your requests, provide more personalized services and communicate separately with you. From time to time, we will use the information we collect to coordinate data entry and payments with the company that provides you with handicapping information, to coordinate marketing/rewards programs with partner racetracks, and to offer other enhancements to the service. Any third party receiving such information will have an obligation to hold it confidential. Without your written or electronic consent or where necessary to provide our services, we will not disclose your personally identifiable data to other companies outside of TVG or our affiliated companies. TVG does not currently sell customer information to advertisers or third party marketers. If we choose to do so in the future, we will provide you with information about how to remove your name from such lists. You will be provided with at least thirty (30) days within which to remove your name from such lists.

If you would prefer that we not share any of your information with third parties, except under the circumstances where we are legally required, please contact us in writing at TVG Network, 19545 NW Von Neumann Drive, Suite 210, Beaverton, OR 97006-6935 to this effect.

In circumstances where we inadvertently obtain information that appears to pertain to the commission of a crime or where we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person exists, TVG may voluntarily disclose the record or the contents of your communications or other information about you to law enforcement agencies and governmental entities without providing you advance notice. Upon receipt of an applicable search warrant or administrative, grand jury or trial subpoena, TVG may be required to disclose to the government or law enforcement agencies, without advance notice to you, the content of

your communications and other records relating to your electronic communications, as well as the following records: your name and address; records of your online communication (including session times and duration); how long you have subscribed to our service(s) (including start date) and the type(s) of service(s) utilized; your telephone number or other subscriber account identifying number(s), including any Internet or network address(es) assigned to you by our network; and the means and source of your payment(s) (including any credit card or bank account number).

## PROTECTING ONLINE ACCOUNT INFORMATION AND TRANSACTIONS

When you apply online to establish an account, access services or utilize online wagering, you provide personal and confidential information that is necessary for us to process your request. To ensure that your information remains confidential, the information is sent to us in a "secure session." Using the industry standard, Secure Socket Layer (SSL)-capable web browsers support encryption technology that helps prevent unauthorized users from viewing or manipulating your account information as it travels over the Internet. We will permit only authorized parties, who are trained in the proper handling of customer information, to have access to that information. Employees who violate our privacy policy will be subject to our disciplinary process.

## RETENTION

We destroy customer information that is no longer necessary for the purpose for which it is collected unless there is a legitimate request or order to inspect the information still outstanding or the information remains in routine records that are periodically discarded under our document retention policies. The information that you have provided us is maintained in our management information system and billing systems, and is updated as new information is added. Accounting and billing records are retained for ten years for tax and accounting purposes or until the relevant income tax years for which the document was created have been closed for income tax purposes and/or all appeals have been exhausted. Records may remain on file even after you have terminated service. Subject to applicable law, we may also keep records to facilitate collection and to evaluate credit worthiness.

## YOUR RIGHTS AND RESPONSIBILITIES

It is extremely important that you keep your account number, Personal Identification Number and other confidential account data protected and secure. Do not share your PIN or leave your computer unattended during an online wagering session. Please make sure that all information you provide to TVG is accurate and complete. Contact us immediately by email at [comments@tvgnetwork.com](mailto:comments@tvgnetwork.com), or by calling 1-888-PLAY-TVG if you find any discrepancies in your account data or if you wish to inspect the records pertaining to you at our offices.

## THIRD PARTY WEB SITES

TVG's website contains links to other sites. TVG cannot be responsible for the privacy practices or the content of other web sites. When linking to other sites, please review their security and privacy policies.

## RESPONSIBLE WAGERING

TVG is a recognized leader in the area of responsible wagering. TVG does not solicit any information from or market our services to anyone under the age of 21.

## National Gambling Helpline: 1-800-522-4700

We reserve the right to revise this policy, or any part thereof. Use of our service following notice of such revisions constitutes your acceptance of the revised policy.

## How Much Does It Cost?

You pay just 25 cents per wagering transaction, regardless of the amount of the wager, and you'll never pay more than \$19.95 per month. A transaction can include multiple versions of the same wager such as boxes, keys, part wheels, etc. For example:

Wager	Bet	Horse	Transaction Fee
\$2	Win	#4	25 cents
\$2	Win, Place, Show	#4	25 cents
\$50	Win	#4	25 cents
\$2	Exacta Box	#5-6-7	25 cents
\$1	Trifecta Box	#2-3-4-5	25 cents

Individual bets on two horses = two transactions. For example:

Wager	Bet	Horse	Transaction Fee
\$2	Win	#4, #6	50 cents (two transactions)
\$10	Place	#5, #8	50 cents (two transactions)