

# TERMS AND CONDITIONS

The **New York State Gaming Commission** has approved this service. It is not intended to be an offer or solicitation in states where prohibited.

Please read the following carefully. If you disagree with any of these Terms and Conditions, please do not use this website or service.

This website is powered by **eBet Technologies, Inc.** in conjunction with **Western Regional Off Track Betting Corporation**, operating as [www.BataviaBets.com](http://www.BataviaBets.com) ("BataviaBets.com"). BataviaBets is approved by the New York State Gaming Commission.

It is understood and agreed that the terms **BataviaBets**, **BataviaBets.com**, and **eBet Technologies** are used interchangeably throughout this document and carry the same meaning.

Your access to and use of this website is subject to these Terms and Conditions, as well as all applicable state and federal laws. By accessing this website, you accept these Terms and Conditions without limitation or qualification.

*Section headings are provided for convenience only and have no legal effect.*

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## PRIVACY POLICY

To protect the privacy of account holders, **BataviaBets** and **eBet Technologies** will not disclose information regarding an account holder's betting activity unless required by law.

By law, each account holder must immediately notify BataviaBets of any change in state of residency by:

- Calling **1-800-724-4000**
- Submitting a signed Change of Information Form

If an account holder moves to a state where New York State or federal law prohibits wagering activity, BataviaBets.com is required to terminate the account and return any remaining funds.

BataviaBets accounts are for the **personal use of the registered account holder only** and are **not transferable**.

BataviaBets reserves the right to void any wager if there is reason to believe that someone other than the registered account holder placed the wager using the BataviaBets wagering system.

To protect your account from unauthorized access, repeated attempts to log in using incorrect credentials will result in your account being locked.

To unlock your account, contact the Business Office at **1-800-724-4000**. You will be asked a series of questions to verify your identity.

**For your protection, never disclose your Password or PIN with anyone.**

All BataviaBets telephone conversations and transactions are recorded and confidentially stored for customer protection.

BataviaBets will resolve account or wagering disputes after reviewing:

- Recorded telephone conversations
- Records generated by BataviaBets
- eBet Technologies records
- United Tote wagering system records

If an account holder is not satisfied with BataviaBets' determination, they may contact the **New York State Gaming Commission** at **(518) 388-3300**.

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## **APPLICATION REQUIREMENTS**

Upon acceptance and completion of the application process, you will become an account holder.

By becoming an account holder, you certify, agree, and acknowledge the following:

- You have read and agree to our Terms and Conditions.
- You agree to all other agreements between you and BataviaBets, including the BataviaBets Privacy Policy.
- You represent and warrant that you are at least **18 years of age**.
- You will provide accurate and complete information on our registration page, including:
  - Full legal name
  - Residential address
  - Email address
- Any changes to your account information must be reported to BataviaBets **in writing within ten (10) days** of the change.

- You will provide your correct:
  - Social Security Number
  - Date of Birth
- You agree to pay all charges posted to your account for services provided under this Agreement.
- Procedures for cancellation of this Agreement are provided below.
- You authorize BataviaBets to verify your account information through a third-party consumer database.

This authorization remains in effect until you notify BataviaBets **in writing** that you wish to close your account.

You also authorize BataviaBets to use your information to establish an **Advance Deposit Wagering Account** on your behalf, as required by law or contract.

## DEPOSITS

Deposits to your account may be made using the following methods:

- Cash
- Credit Card
- Debit Card
- Personal Check
- Money Order
- Cashier's Check
- ACH Transfer

BataviaBets reserves the right to change the offered deposit methods without notice.

### Cash Deposits

Cash deposits are accepted at:

- Select E-Z Bet locations
- Full-service Western Regional Off Track Betting locations
- Batavia Downs Simulcast Center

### Personal Checks

BataviaBets accepts personal checks by mail or in person at designated mutuel windows located at:

- Select E-Z Bet locations
- Full-service Western Regional Off Track Betting locations
- Batavia Downs Simulcast Center

Please note:

- Personal checks are subject to a **5-business-day hold** to allow for check clearance.
- Returned checks are subject to a **\$25.00 returned item service charge**.
- If an account holder has **more than two (2)** returned checks, only cash deposits will be accepted for that account going forward.

## Money Orders & Cashier's Checks

Money orders and cashier's checks are accepted by mail or in person at designated mutual windows located at:

- Select E-Z Bet locations
- Full-service Western Regional Off Track Betting locations
- Batavia Downs Simulcast Center

After confirmation of validity:

- Funds receive immediate credit.
- Any returned check is subject to a **\$25.00 returned item service charge**.

## Credit & Debit Card Deposits

Credit card deposits are credited upon authorization from the issuing bank.

Please note:

- Additional restrictions or regulations may apply depending on your jurisdiction.
- BataviaBets reserves the right to impose additional restrictions at its sole discretion.
- Credit and debit card deposits may only be made by the registered account holder.

BataviaBets utilizes [Trust Payments Ltd](#) for debit and credit card processing.

Trust Payments Ltd provides secure electronic payment processing through the Account Funding section of the wagering platform.

Additional information:

- Available only to account holders who have successfully completed the identity verification process.
- A **4.5% processing fee** is charged on all deposits.

- The minimum deposit through this method is **\$10.00**.
- Players cannot store credit card information within the platform.
- The information on the credit/debit card must exactly match the official BataviaBets account information.

## ACH Transfer Deposits

Account holders may also fund their accounts through ACH transfer. BataviaBets has partnered with financial services software company Aeropay to offer ACH payments.

When you create a **BataviaBets Account** and connect a bank to complete ACH payments, you will be creating an **Aeropay** account.

It is your responsibility to ensure that all information you provide is accurate and complete.

You must also comply with **Aeropay's Privacy Policy** (the "[Aeropay Privacy Policy](#)") when creating or using your BataviaBets Account. The Aeropay Privacy Policy may be modified from time to time, and the current governing version is incorporated by reference into this Privacy Policy.

After your BataviaBets account has been opened, you may initiate an ACH transfer. For security you must have a valid mobile phone number which will be verified via two factor authentication.

## WITHDRAWALS

Withdrawal requests may be submitted by:

- Mail
- Fax
- Hand-delivering a Withdrawal Request Form

Requests may be submitted to the **Business Office** or at a designated mutuel window located at:

- Select E-Z Bet locations
- Full-service Western Regional Off Track Betting locations
- Batavia Downs Simulcast Center

A valid photo ID is required.

## Standard Withdrawal Processing

- Mailed and faxed withdrawal requests are processed by the Business Office within **five (5) business days** of receipt.
- Checks are issued in the account holder's legal name.
- Payments are mailed to the official address on file.

In addition to the methods above, account holders may request a withdrawal by **bank wire transfer**.

## ACH Transfer Withdrawals

BataviaBets offers ACH withdrawals using Aeropay to withdraw winning funds directly into your linked bank account.

## WAGERING

Account holders may place wagers with **BataviaBets.com** through the internet at [www.BataviaBets.com](http://www.BataviaBets.com).

### General Wagering Rules

- Account holders may wager only up to the available balance in their wagering accounts.
- Approved wagers are deducted from the account balance prior to submission.
- Winnings are credited to the account after the host track posts the race as **Official**.
- BataviaBets reserves the right to reject any wager at its sole discretion.
- Wagers placed from non-betting jurisdictions will be rejected.

### Rejected or Cancelled Wagers

Wager requests that are denied or rejected due to:

- Tote errors
- Track errors
- Communication failures
- Pool merge failures
- Other technical difficulties

will be cancelled, and the wager amount will be refunded to the account holder's wagering account.

BataviaBets also reserves the right to cancel any wager and refund the wager amount at its sole discretion.

## Transmission of Wagers

If wagering information submitted through **eBet Technologies** is not transmitted to, received by, or accepted by the host racetrack for any reason—including, but not limited to:

- Mechanical failure
- Communication failure
- Human error
- System failure

then:

- No wager will be considered to have been placed.
- No funds will be deducted from the account holder's account.

Under no circumstances will **BataviaBets.com** or **eBet Technologies, Inc.** "book" the wager or be responsible for wagers that are not successfully transmitted to or accepted by the host racetrack.

BataviaBets reserves the right to refuse any wager or terminate an account at any time and for any reason.

## Official Payoffs

If multiple "official" prices are posted by a racetrack due to:

- Miscalculation of payoffs
- Errors by state judges
- Any other reason

BataviaBets will determine the final official prices from the host racetrack and make any necessary adjustments to account balances to correct incorrect credits or debits.

## Additional Wagering Information

- All wagers are processed through the **United Tote** wagering system.
- Wagers are entered into the combined wagering pools at the host track.
- Minimum wager amounts are determined by the host track's wagering rules and tote system.
- Wagers **cannot be cancelled** once they have been verified and accepted by the account holder and/or after the telephone call has ended or the wager has been submitted through the online wagering interface.
- Proceeds from winning wagers are credited to the account as soon as the race is declared **Official**.

- BataviaBets customer accounts **do not earn interest**.

## Customer Service

Requests for:

- Account information
- Questions
- Account reconciliation
- Withdrawals
- Other account services

must be directed to a **Customer Service Representative** at:

**1-800-724-4000**

## TAX REPORTING & WITHHOLDINGS

In accordance with **IRS** regulations, any wager resulting in winnings of **at least 300 times the amount wagered into a single pool** must be reported to the **Internal Revenue Service (IRS)**.

All winnings that are subject to IRS reporting and/or withholding will be:

- Reported by **BataviaBets.com**
- Subject to any required tax withholding
- Documented on a **Form W-2G**, which will be provided to the account holder for tax reporting purposes.

## USE OF THE SERVICE

Only **authorized, active account holders** may access the services provided by **BataviaBets** and **eBet Technologies**.

Any wager placed by someone other than the registered account holder is **strictly prohibited** and may result in the immediate termination of the account.

## Account Responsibility

You are legally responsible for all wagers placed using your:

- Account identification number

- Account login credentials (Email)
- PIN
- Password

Whether wagers are placed by telephone or online, you are solely responsible for maintaining the confidentiality and security of your account credentials.

## Compliance with Laws

Account holders may not use, or permit others to use, the service in any manner that violates applicable **federal or state laws or regulations**.

Violations of federal or state law may subject the account holder to **civil and/or criminal penalties**.

## Responsibility for Account Charges

Account holders are responsible for **all charges** posted to their accounts.

BataviaBets shall not be responsible, under any circumstances, for any unauthorized use of an account holder's **Advance Deposit Wagering Account**, including use through:

- The BataviaBets.com licensed online wagering platform
- The BataviaBets.com Mobile Wagering Application

# ACCOUNT INFORMATION, LIABILITY & TERMS OF USE

## Data Disclosure in Legal or Regulatory Matters

Account holders are advised that in the event of a criminal investigation by state or federal authorities, or a regulatory inquiry pursuant to BataviaBets.com's licenses:

- The account holder waives any and all rights to account information and data in BataviaBets.com's possession.
  - The account holder specifically authorizes BataviaBets.com to disclose such data and information to law enforcement authorities.
  - The account holder releases BataviaBets.com from all liability in this regard to the fullest extent permitted by law.
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# LIMITATION OF LIABILITY

Although BataviaBets makes reasonable efforts to update track and wagering information, BataviaBets.com shall not be liable for any damages, including but not limited to:

- Direct damages
- Indirect damages
- Incidental damages
- Special or consequential damages
- Punitive or exemplary damages
- Loss of revenue or anticipated profits
- Any other economic loss, whether foreseeable or not

This includes issues arising from:

- Availability or functionality of services
- Errors or omissions in track programs
- Past performance data
- Late race changes or updates
- Communication issues

Due to the complexity of data processing and reliance on multiple sources, errors and omissions may occur despite reasonable efforts to prevent them. BataviaBets expressly disclaims responsibility for any loss or damages resulting from such errors.

BataviaBets shall not be liable for any loss, damage, delay, or failure in performance caused by circumstances beyond its control, including but not limited to:

- Equipment malfunction or breakdown
- Information unavailability
- Strikes or labor disputes
- Riots or civil disturbances
- Fire or insurrection
- War
- Carrier failures
- Weather or natural disasters (acts of God)
- Any similar or related causes

BataviaBets may, at its sole discretion:

- Modify
- Alter
- Discontinue services
- Limit, suspend, or terminate account access

All actions are subject to **New York State Gaming Commission rules and regulations.**


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## **RESPONSIBLE GAMBLING NOTICE**

BataviaBets encourages responsible gambling behavior.

If you or someone you know may have a gambling problem, contact:

**National Council on Problem Gambling**

 1-800-522-4700

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## **TERMS SUBJECT TO CHANGE**

All account wagering rules, policies, terms, conditions, and procedures are subject to change at any time.

It is the account holder's responsibility to stay informed of all current rules and any updates.

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## **FINAL NOTICE**

**IF YOU DISAGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT OPEN AN ACCOUNT OR WAGER ON THIS SITE.**


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## **CONTACT INFORMATION**

**BataviaBets.com Business Office**

8315 Park Rd.

Batavia, NY 14020

 Telephone: 1-800-724-4000

 Fax: 585-343-1571

