

## Bet Share Rules

### 1. General Rules

**1.1** The Account Holder can decide on which items to use in order to personalise a betslip. The Account holder agrees and warrants that the items including but not limited to backgrounds, text, usernames, themes, images, symbols, icons, fonts, emojis shall not:

- a. mention, display, portray or visibly depict people under the age of 18;
- b. be defamatory, pornographic, unlawful, harmful, threatening, obscene, harassing, or racially, ethnically, or otherwise objectionable or discriminatory, violent, politically sensitive or otherwise controversial;
- c. be in violation or breach of the rights of any entity which is part of the group of companies of Kindred Group plc (the “Kindred Group”) (including but not limited to intellectual property rights);
- d. be in violation or breach of any third-party rights (including but not limited to intellectual property rights).

**1.2** By sharing a betslip on a social media platform, the Account Holder agrees and warrants to:

- a. comply with all applicable laws and regulations;
- b. comply with all applicable rules and terms and conditions of the social media platform;
- a. have not self-excluded from playing on the Kindred Group platform or are registered in any self-exclusion register or database;
- c. not be a (semi-) professional gambler;
- d. not be a contractor, agent or affiliate of Kindred Group;
- e. not share, post or in any other way display the betslip on platforms that (predominantly) focus on, service, centre or target minors;
- f. not share the betslip for commercial purposes;
- g. not share any personal data on the shared or displayed betslip, including (but not limited to) account number or payment details;
- h. not share, post or in any other way display the betslip on platforms used by or for (semi-) professional gamblers or platforms where gambling support/strategies/tricks are offered or discussed;
- i. not encourage or promote gambling to participants of a social media platform or in any other way incentivise such participants to start, continue or expand their gambling activities;
- j. not share, post or in any other way display the betslip on platforms that are acting in breach with of any (local) law, decree, regulation, guideline, directive or where the nature or content of such platform is deemed to be unlawful, either as a result of or independent of the use of the Bet Share tool.

**1.3** The Account Holder shall not in any way tamper with, modify or visually alter the betslip in such way that it no longer (accurately) displays or represents the odds or bets of their betslip.

**1.4** Kindred Group reserves the right to, at any time, disable the Bet Share tool, suspend or block the Account Holder’s Account if the Account Holder acts in violation of these Bet Share rules.

## 2. Intellectual Property

**2.1** All the materials made available in connection to or arising from the Bet Share tool are and remain to be the (exclusive) property of Kindred Group or any of its licensees. Except as expressly mentioned in these Bet Share Rules, the use of the Bet Share tool shall not constitute any licence, assignment, transfer or any other rights of intellectual property (whether registered or unregistered), including, without limitation, patents, trademarks, service marks, registered designs, copyrights, database rights, rights in designs, inventions and Confidential Information.

**2.2** By using the Bet Share tool, the Account Holder hereby agrees and declares to transfer absolutely and irrevocably to Kindred Group plc (where relevant by present transfer of future rights) with full title guarantee all goodwill and other intellectual property rights and related rights, included in and resulting from the use of the Bet Share tool, throughout the world absolutely for the full period or periods of protection conferred by law, including all renewals, extensions and revivals of such period(s). If by operation of the law, any such rights cannot be transferred to Kindred Group plc, the Account Holder hereby waives the right to exercise any such rights which are non-assignable, including any moral rights of copyright.

**2.3** By using the Bet Share tool, the Account Holder agrees and warrants to immediately bring to Kindred Group's attention any improper or wrongful use of Kindred Group's trademarks, emblems, designs, or other similar, intellectual, industrial or commercial property rights.

## 3. Indemnity

**3.1** The Account Holder shall defend, hold harmless and indemnify Kindred Group against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on an indemnity basis) and all other professional costs and expenses) suffered or incurred by Kindred Group, and arising out of or in connection with:

- a. any claim brought against Kindred Group for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with the use of the Bet Share tool; and
- b. any third party claim or litigation brought by any third party based on, arising out of, or in connection with the Account Holder's use of the Bet Share tool (including, but not limited to, damages claimed by social media platforms or its users).

## 4. Liability

**4.1** To the extent permitted by law, Kindred Group shall not, in connection to or as a result of the Account Holder's use of the Bet Share tool, be liable for any loss of actual or anticipated income or profits, for any (special, indirect or consequential) loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.