

# NEW HAMPSHIRE ACCOUNT WAGERING PLAN

FOR

NAME OF RACETRACK

DATE

## DESCRIPTION OF ACCOUNT WAGERING SYSTEM AND EQUIPMENT

This racetrack uses the following account wagering system and/or equipment for accepting wagers placed by account holders:

## CUSTOMER SUPPORT

1. This racetrack has a customer support office located at the racetrack to handle account openings, closings, deposits and withdrawals.
2. Other services provided by the customer support office:

3. The customer support office can be contacted at \_\_\_\_\_ on the following days and times

Telephone Number

Days and Hours of Operation

4. The customer support office consists of the following staff:

## ESTABLISHING AN ACCOUNT

1. A customer must establish an account with this racetrack prior to placing account wagers.
2. Each account shall have only one account holder and each account holder shall have only one account.
3. To be eligible for an account, the customer must be at least 18 years old. To verify age, the customer must provide a valid driver's license or official non-driver's identification issued by the state of the customer's residence or a photocopy.
4. A customer may establish an account either at the customer support office located at this racetrack or by mail to this racetrack.
5. A customer shall establish an account by completing a written form containing, at a minimum, the customer's full legal name, customer's physical address of the principal residence, customer's mailing address if different from physical address, customer's telephone number, customer's date of birth, customer's social security number or federal identification number, date of application and customer's signature.
6. The application shall contain the following language "A false statement made in regard to this applicaiton may subject you to prosecution under RSA 641:3. I have read and understand the limitation of liability statement." above the date of application and customer signature.
7. This racetrack, in its sole discretion, may accept or reject an application after receipt and review of the application for compliance with applicable statutes and rules.
8. If this racetrack accepts an application, this racetrack shall assign and provide to the account holder a unique identifying account number and alpha-numeric code to be used as a secure personal identification code. The account holder shall use the account number and code to place account wagers.
9. The account holder may change their assigned code at any time provided that the change is verified by this racetrack.
10. This racetrack shall, at the time the account is accepted and at any time the rules may be amended, provide the account holder with a copy of the account wagering rules and such other information and material that is pertinent to the operation of the account.
11. The account shall not be transferable.
12. This racetrack has established a restricted account with 

--

 Name and Address of Financial Institution which shall serve as partial security for all account wagering patrons.

## ACCOUNT CREDITS AND DEBITS

### Credits to an Account by Deposit

1. An account holder may make deposits by the following methods:  
 Cash       Check       Electronic Funds Transfer       Money Order
2. This racetrack shall credit an account within 24 hours from the time the deposit is received for deposits made by cash, electronic funds transfer or money order. Credits to an account from a deposit made by check may take up to 10 days from the date the check is received.
3. Transfer of funds from one account to another account is strictly prohibited.

### Credits to an Account from a Wager

1. Winnings from wagers placed with funds from an account and credit for account wagers on entries that are scratched or are refunded shall be posted to the account by this racetrack, subject to any withholding requirements.
2. Credits by this racetrack to an account for winning wagers on live races at this racetrack will be made at the time race is determined to be official.
3. Winning wagers on simulcast tracks are usually paid to this racetrack based on contractual conditions. In the event that an account holder has a winning wager on a simulcast track in excess of \$ \_\_\_\_\_, the funds to pay that wager may not be at this racetrack's facility but at the simulcast track. In that case, credit to an account for those wagers shall occur within 48 hours after the simulcast track settles its liabilities with this racetrack. Settlement with the simulcast track may take up to 40 days.

### **Debits to an Account from a Wager**

Upon receipt by this racetrack of a properly placed account wager, this racetrack shall debit the wagerer's account in the amount of the wager.

### **Debits to an Account by Withdrawal**

1. All requests for disbursement from an account shall only be made from funds that have been settled.
2. The withdrawal slip shall contain, at a minimum, the account holder's full name and account number, the amount to be withdrawn, the date of the withdrawal and the account holder's signature.
3. An account holder may withdraw funds from their account by presenting themselves at this racetrack's facility with proper identification and a fully completed withdrawal slip.
4. An account holder may mail a fully completed withdrawal slip to this racetrack. Upon receipt of the withdrawal slip and verification of sufficient funds in the account to cover the withdrawal, this racetrack shall within 2 business days of receipt send a check to the account holder at the mailing address specified in the application for the account. The check shall be payable to the account holder and in the amount of the requested withdrawal.

## **ACCOUNT CLOSURE**

1. This racetrack may close an account in its sole discretion as allowed for by RSA 284:39.
2. When an account is closed by this racetrack, this racetrack shall within 48 hours of settlement of any funds return to the account holder all monies then on deposit by sending a check payable to the account holder to the mailing address as listed on the application.
3. When an account is inactive for a period of 10 months or more, this racetrack shall send a notice to the account holder at the mailing address listed on the application requesting that the account holder take steps necessary to close the account or indicate that they wish to keep the account open.
4. If the account holder fails to notify this racetrack of their intent after 60 days, this racetrack shall close the account and return all monies then on deposit by sending a check payable to the account holder at said mailing address.
5. Any monies returned as undeliverable shall be considered "abandoned property" and subject to RSA 471. A list of such accounts and balances shall be forwarded by this racetrack to the Commission.

## **ACCOUNT WAGERING**

1. This racetrack may accept account wagers on any pari-mutuel pool the racetrack offers.
2. An account holder may place wagers to this racetrack's pari-mutuel system. Any wager placed by a person other than the account holder is prohibited.
3. All pari-mutuel wagers shall be reported as wagered through this racetrack's New Hampshire pari-mutuel computer system and the appropriate pari-mutuel tax and breakage shall be paid as required under RSA 284.
4. An account holder may place an account wager with this racetrack  in person  by telephone  other electronic media  
Account wagering by telephone or other electronic media is prohibited for residents of any states where such wagering is prohibited by state or federal law.
5. The account holder placing the wager shall provide this racetrack with the correct account number and person identification number.
6. A racetrack may not accept an account wager in an amount in excess of funds on deposit in the wagering account of the holder placing the wager.
7. All account wagers shall be recorded electronically or digitally, by voice in the case of a telephone wager. Such recordings shall be kept by this racetrack for at least 180 days after settlement.
8. Account wagers may be accepted during the following days and times:

9. Other account wagering information for this racetrack:

## **LIABILITY**

1. This racetrack shall not be liable for any unauthorized withdrawal of funds from an account that is not caused by the negligence of this racetrack. However, the racetrack shall take reasonable precautions to protect account security and confidentiality.
2. It is the account holder's responsibility to protect deposits in the account by keeping the password to their account strictly confidential between the account holder and this racetrack.
3. Under no circumstances will any claim for lost funds be considered unless the claim is made, in writing, to this racetrack within 60 days from the time the funds were removed from the account. For purposes of viewing account activity, the licensee shall provide a statement to the account holder with the following information and in the timeframe specified below:

4. The applicant shall acknowledge this limitation of liability at the time an account application is made.
5. The State of New Hampshire and the Racing and Charitable Gaming Commission shall not be held liable for any activities related to account wagering or account wagering accounts.

## **CONFIDENTIALITY**

This racetrack shall keep confidential, except from authorized governmental agencies

- a. the amount of money credited to, debited from, withdrawn from or present in any particular account holder's account,
- b. the amount of money wagered by a particular account holder on any race or series of races,
- c. the account number and secure personal identification code of a particular account holder,
- d. the identities of particular entries on which the account holder is wagering or has wagered, and
- e. unless otherwise authorized by the account holder in writing, the name, address and other information in the possession of this racetrack that would identify the account holder to anyone other than the Commission or this racetrack.

## **ACCEPTANCE**

1. This racetrack received acceptance from the New Hampshire Racing and Charitable Gaming Commission for this "New Hampshire Account Wagering Plan" on
2. Any changes or amendments to this Plan after it has been accepted must be resubmitted by this racetrack to the Commission for their acceptance. No changes or amendments will be effective until the Commission has accepted those changes or amendments.