

THIS DEED POLL is made on 12 February 2013

BY:

WILLIAM HILL AUSTRALIA PTY LIMITED, a company incorporated in the state of Victoria, Australia, with registered address c/o Ashurst Australia, Grosvenor Place, L36, 225 George Street, Sydney NSW 2000, Australia and registered number ACN161652973 (the "**Company**").

RECITALS

- (A) The Company, together with GVC, has made a recommended cash and share offer for the entire issued and to be issued share capital of Sportingbet pursuant to which all Sportingbet Convertible Bonds in issue will be redeemed.
- (B) Pursuant to clause 7.1 of the Transfer Agreement, the Company has undertaken, within 14 days of the Effective Date, to loan to Sportingbet funds equal to the cash payable to the Sportingbet Convertible Bondholders under the Offer and, as agent for and at the direction of Sportingbet, to pay such funds in redemption of the Sportingbet Convertible Bonds.
- (C) The Company, GVC and Sportingbet intend promptly following execution of this deed to release an announcement to the effect that, based on the technical interpretation of the terms and conditions of the Sportingbet Convertible Bonds and following agreement with the Takeover Panel, the cash payable to the Sportingbet Convertible Bondholders upon the redemption of the Sportingbet Convertible Bonds will be revised from the amount referred to in the scheme document published by Sportingbet on 25 January 2013 (the "**Scheme Document**").

BY THIS DEED, THE COMPANY DECLARES AND COVENANTS AS FOLLOWS:

1. INTERPRETATION

Unless otherwise defined in this deed, capitalised terms shall have the meanings ascribed to them in the Scheme Document.

2. REVISED BOND TERMS

The Company hereby undertakes that, if the Bondholder Resolution as set out in the notice of the Bondholder General Meeting contained in Part 11 of the Scheme Document is validly passed by the requisite majority at the Bondholder General Meeting and the Scheme subsequently becomes Effective (and notwithstanding that the Bondholder Resolution provides that Sportingbet Convertible Bondholders shall receive upon redemption pursuant to the mandatory redemption referred to in the Bondholder Resolution ("**Mandatory Redemption**") £134,146 in cash for each £100,000 in principal amount of Sportingbet Convertible Bonds held), the Company will procure that Sportingbet Convertible Bondholders shall upon such redemption receive an additional £6,854 for each £100,000 in principal amount of Sportingbet Convertible Bonds held and that, accordingly, if the Bondholder Resolution is validly passed and the Scheme subsequently becomes Effective, Sportingbet Convertible Bondholders shall, upon Mandatory Redemption and pursuant to the arrangements described in Recital (B) above, receive £141,000 in cash for each £100,000 in principal amount of Sportingbet Convertible Bonds held (the "**Revised Bond Terms**"). For this purpose the Company will in accordance with the Transfer Agreement provide sufficient additional funds, by way of loan, to Sportingbet so as to allow Mandatory Redemption upon the Revised Bond Terms, which loan will be set off, as provided in the Transfer Agreement, against the consideration payable by the Company pursuant to the Transfer Agreement for the transfer of the Regulated Assets and the grant of the call options over the Call Option Assets (which consideration will, pursuant to the Transfer Agreement, be increased correspondingly).

3. **GOVERNING LAW AND JURISDICTION**

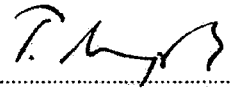
- (a) This deed, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this deed or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.
- (b) The courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in any way relate to this deed or its formation (respectively, "**Proceedings**" and "**Disputes**") and, for these purposes, the Company irrevocably submits to the jurisdiction of the courts of England.
- (c) The Company irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum for any such Proceedings or Disputes and further irrevocably agrees that a judgment in any Proceedings or Disputes brought in any court referred to in this clause shall be conclusive and binding upon the Company and may be enforced in the courts of any other jurisdiction.
- (d) The Company irrevocably consents to any process in any legal action being served in accordance with the provisions of the Transfer Agreement relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

Executed as a deed by

WILLIAM HILL AUSTRALIA PTY LIMITED

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Director


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Director