

HKJC Horse Race Betting Limited

HORSE RACE BETTING RULES

These Rules have been made by the Board of Directors of HKJC Horse Race Betting Limited in accordance with its Memorandum and Articles of Association to govern the conduct of all horse race betting, whether by means of a Totalisator or otherwise.

These Rules may be amended from time to time by the Board of Directors of HKJC Horse Race Betting Limited and such amendments will become effective upon approval thereof by the Board of Directors of HKJC Horse Race Betting Limited.

A notice advising of amendments to these Rules and/or determinations and/or declarations made pursuant to these Rules will be posted on the notice boards at the Operator's Headquarters and at the Betting Locations and no further notice will be given. A copy of these Rules is available for inspection on request at the Operator's Headquarters and at the Betting Locations, and for study at the Club's website.

All Backers tendering Bets with HKJC Horse Race Betting Limited are deemed to have agreed to accept and be bound by these Rules, all amendments to these Rules, and all determinations and all declarations made pursuant to these Rules from time to time.

These Rules are available in both Chinese and English versions. In the event of any inconsistency between the two versions, the English language version shall prevail.

1. DEFINITIONS

1.1 In these Rules, unless otherwise specified:

“1st”, “2nd”, “3rd” or “4th” means the horse(s) placed first, second, third or fourth, respectively, by authority of the Stewards when the “Weighed in Signal” is displayed.

“All Up Betting” means that system of Betting on the Win, Composite Win, Place, Quinella, Quinella Place or Trio Pools under these Rules where a Backer selects a horse or horses, or a Composite or Composites in races of his choice and requests the Operator to process any Dividend entitlement or Refund on subsequent races and selections in accordance with the Backer’s irrevocable instruction and such predetermined formulae which the Operator from time to time may permit.

“Backer” means any person who places a Bet.

“Banker” means a horse or horses nominated by a Backer to be in every permutation of a selected Bet Combination.

“Bet” includes reference to:

- (a) a Valid Bet; or
- (b) the tender by a Backer of his selection or selections in a particular horse race bet type either through the medium of a Betting Ticket or through Telephone Betting, Electronic Shroff Card, Customer Input Terminal, Internet Facility or any other means utilised by the Operator and which tender becomes eligible under these Rules to be processed by the Operator; or
- (c) a Random Bet.

“Bet Combination” means, in each case where the Bet type requires the selection of two or more horses or Composites in a race or the selection of the 1st, the 1st or 2nd, the 1st and 2nd or the 1st, 2nd and 3rd horses in each Leg of a multi-race Bet type, each individual Bet (including each Bet resulting from each possible permutation of a Backer’s selections) entered by means of a Multiple.

“Betting” is descriptive of a system by which a Backer may submit a Bet with the Operator in respect of horse races conducted by the Club in Hong Kong or in respect of Overseas Race.

“Betting Account” shall have the meaning as defined in the Betting Facilities Rules.

“Betting Day” means the operating hours for a day or days as advertised by the Operator from time to time.

“Betting Facilities Rules” means the Club's Betting Facilities Rules.

“Betting Locations” means the Club's Shatin and Happy Valley racecourses and off-site betting centres and such other locations for Betting approved by the Operator from time to time. Where the context permits, the definition shall include the Club's official website and those websites approved or operated by the Operator which allow for the making of a Bet over the Internet.

“Betting Terminal” shall have the meaning as defined in the Betting Facilities Rules.

“Betting Ticket” means a physical ticket issued to a Backer having been duly validated by a Betting Terminal; and for Telephone Betting, Electronic Shroff Card, Customer Input Terminal, Internet Facility or any other means utilised by the Operator, where no physical tickets are issued, the part of the Official Record detailing a specific Bet shall be the Betting Ticket.

“Cash” means notes or coins in the Hong Kong currency.

“Cash Voucher” shall have the meaning as defined in the Betting Facilities Rules.

“Club” means The Hong Kong Jockey Club.

“Composite” means a group of one or more Declared Starters under such description and in such race as determined by the Operator.

“Composite Win” means a type of Win Bet in which the Backer has to select a Composite which contains the 1st horse in that race. The “winning combination” is the selection of such Composite containing the 1st horse in that race.

“Computer Record” means the record or records produced by the computer system utilised by the Operator.

“Customer Input Terminal” shall have the meaning as defined in the Betting Facilities Rules.

“Declared Starter” means a horse declared to start in a race in accordance with the Rules of Racing.

“Defaced Ticket” means any physical Betting Ticket which has either been torn, damaged or defaced in such a way that in the Club’s opinion the information recorded thereon cannot be deciphered.

“Disqualified” or “Disqualification” shall have the meanings as defined respectively in the Rules of Racing.

“Dividend” means:

- (a) for Pari-mutuel Bets, the amount declared by the Operator to be paid on a Valid Bet in respect of the “winning combination”, “consolation combination” or “bonus combination”, as applied to each type of Pari-mutuel Bet; and
- (b) for Fixed Odds Bets, the winning stake of a Valid Bet multiplied by the Fixed Odds recorded in the Operator’s Official Record for such Valid Bet, subject to any maximum Dividend that the Operator may impose pursuant to Rule 2.15.

“Dividend Rounding Account” means the account which:

- (a) will be credited with that part of a Net Pool undistributed consequential upon the rounding down of a Dividend and/or Rebate pursuant to Rule 2.19 and/or Rule 3.7; and
- (b) will be debited to supplement a Net Pool when a Dividend and/or Rebate is rounded up pursuant to Rule 2.19 and/or Rule 3.7.

“Double” means a Bet in which the Backer has to select the 1st horse in each of two nominated races. The “winning combination” is the 1st horse in the 1st Leg coupled with the 1st horse in the 2nd Leg. The “consolation combination” is the 1st horse in the 1st Leg coupled with the 2nd horse in the 2nd Leg.

“Double Trio” means a Bet in which the Backer has to select the 1st, 2nd and 3rd horses, regardless of the finishing order, in each of two nominated races. The “winning combination” is the selection of the 1st, 2nd and 3rd horses, regardless of their finishing order, in both Legs.

“Echo” means the verbal repeat of a Bet by a Staff to a Backer at the time of the Backer making a Bet verbally using Telephone Betting as recorded in the Club's voice recording system.

“Electronic Funds Transfer” means the transfer of funds electronically using the Electronic Funds Transfer Terminal.

“Electronic Funds Transfer Terminal” shall have the meaning as defined in the Betting Facilities Rules.

“Electronic Shroff Card” shall have the meaning as defined in the Betting Facilities Rules.

“Facilities” means those equipment, network or system and related services provided by the Club pursuant to the Betting Facilities Rules and shall include such other equipment, network or system and related services as are described in these Rules. Where the context permits, the Facilities shall include the Betting Locations.

“False Start” means an occasion when a fair start has not been effected and the riders return to the starting post in accordance with the provisions of the Rules of Racing.

“Favourite”:

- (a) Subject to sub-rule (b) below, “Favourite”, “1st Favourite”, “2nd Favourite” and “3rd Favourite” in respect of each race mean:
 - (i) “Favourite” and “1st Favourite”: the horse which at the close of Betting for the race has the highest total of money staked on it in Valid Bets in the Win Pool (or where there are Composite Win Bets, the Merged Pool) as recorded by the Totalisator.
 - (ii) “2nd Favourite”: the horse which has the second highest total of money staked on it in Valid Bets in the Win Pool (or where there are Composite Win Bets, the Merged

Pool), as recorded by the Totalisator.

- (iii) “3rd Favourite”: the horse which has the third highest total of money staked on it in Valid Bets in the Win Pool (or where there are Composite Win Bets, the Merged Pool), as recorded by the Totalisator.
- (b) When pursuant to these Rules it is necessary to determine which horse in a particular race is the Favourite or 1st Favourite or 2nd Favourite or 3rd Favourite and two or more horses have an equal total of money staked on them in Valid Bets in the Win Pool (or where there are Composite Win Bets, the Merged Pool) as recorded by the Totalisator, as between those horses the horse with a number in the official race programme which is lower than the other horse or horses will be deemed to have the higher total of money staked on it.
- (c) When betting information is received from an overseas entity which is licensed by the Operator to accept bets on the equivalent of the Win (and Composite Win) Bet type in the race referred to in this definition, the total of money staked on each horse in the race shall include the total money received and accepted by such entity which corresponds to such betting information transmitted to and not restricted and/or declined or excluded by the Operator.

“Field Betting” means the system of Betting where:

- (a) for a Bet on one race: a Backer requires one or more of the Declared Starters whether singly or in permutation to be included in a combination with all other Declared Starters (at the time the Bet is accepted) for that race;
- (b) for a Bet involving multiple Legs: a Backer requires one or more of the Declared Starters in any Leg whether singly or in permutation to be included into a combination with all other Declared Starters (at the time the Bet is accepted) in that Leg.

“First 4” means a Bet in which the Backer has to select the 1st, 2nd, 3rd and 4th horses in a nominated race regardless of their finishing order. The “winning combination” is the selection of the 1st, 2nd, 3rd and 4th horses regardless of their finishing order.

“Fixed Odds” means a multiplier set by the Operator at the time of a

Bet being placed or a multiplier recorded in the Operator's Official Record for a Bet.

"Flexi Bet" means a system of Betting where a Backer specifies the total stake amount in relation to the Bet Combinations on each Betting Ticket and such total stake amount will be evenly divided for each Bet Combination. Where the total stake amount cannot be evenly divided, the resultant amount will be rounded to the nearest 1/10000th. The stake amount on each Bet Combination shall be a Flexi Bet Unit.

"Flexi Bet Unit" means the stake amount on each Bet Combination, acceptance of which shall be subject to any minimum amount the Operator may prescribe from time to time, placed by a Backer using Flexi Bet on a Betting Ticket.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Internet" shall have the meaning as defined in the Betting Facilities Rules.

"Internet Facility" shall have the meaning as defined in the Betting Facilities Rules.

"Jackpot" means such amount deducted from a Jackpot Pool (in respect of single Pools) or a Jackpot Reserve Pool (in respect of Merged Pools) and allocated to and to be aggregated with a Net Pool or a Merged Pool, as the case may be, as determined by the Operator.

"Jackpot Pool" means, in respect of each distinct Bet type, the accumulation of:

- (a) that part of each Net Pool for such distinct Bet type for which there are no Winning Tickets;
- (b) that part of each Net Pool for such distinct Bet type which, pursuant to these Rules, is not paid out or refunded; and
- (c) each Jackpot which has not been aggregated with a specified Net Pool for such distinct Bet type.

"Jackpot Reserve Deduction" means, in respect of each distinct Bet type, deductions from each Pool determined and credited to a Jackpot

Reserve Pool from time to time in accordance with Rules 3.3(a) and (b).

“Jackpot Reserve Pool” means (a) in respect of each distinct Bet type, the accumulated Jackpot Reserve Deduction; or (b) in respect of a Merged Pool, the accumulated Jackpot Reserve Deduction deducted from each Pool forming the Merged Pool.

“Jockey” shall have the meaning as defined in the Rules of Racing.

“Jockey Challenge” means a Bet in which the Backer has to select the Jockey who has collected the most Jockey Challenge Points at a race meeting.

“Jockey Challenge Points” means the points assigned to the Jockeys actually riding the 1st, 2nd and 3rd horses, respectively, on the Jockey’s Scheduled Rides.

“Leg” means each nominated race in those forms of Betting where selections are required in more than one race. The first of the nominated races to be run is the 1st Leg. The second of the nominated races to be run is the 2nd Leg, and so on, depending on the number of races incorporated in a particular Bet type.

"Losing Bet" means any Valid Bet that does not qualify for a Refund or a Dividend. In All Up Betting, the value of the "Losing Bet" shall also include any Dividend entitlement and/or Refund which has been carried forward and tendered as a Bet. For the avoidance of any doubt, when a Composite Win Bet becomes a Winning Bet, that part of the Bet which covers those horses in the Composite which did not come 1st in the race will not be considered a "Losing Bet".

“Merged Pool” means the combined dollar value of two or more Net Pools as may be selected by the Operator. For the purposes of these Rules, the Net Pool of Win and Composite Win Bets in a race shall be considered a Merged Pool.

“Multiple” means the system provided by the Operator whereby, in lieu of a Backer having to request each Bet he wishes to place, the Backer identifies the horses or Composites with respect to which he requires each possible permutation to constitute a Bet Combination thereby qualifying as a Valid Bet.

“Named Jockey” means a Jockey who has been engaged to ride in a

nominated race at a race meeting and individually named by the Operator for the purposes of offering a Jockey Challenge Bet to the Backers.

“Net Pool” means the relevant Pool less the Percentage Deduction and the Jackpot Reserve Deduction.

“Official Record” means:

- (a) subject to sub-rule (b) below, when applied to a Betting Ticket, a Cash Voucher or a transaction processed by a Betting Terminal or an Electronic Funds Transfer Terminal or a Customer Input Terminal or through the use of an Electronic Shroff Card or through the Internet Facility or through the Club's prescribed telephone system, the Computer Record; and
- (b) when applied to a Bet placed verbally by a Backer to a Staff through Telephone Betting, the detail of the Echo confirmed by the Backer as evidenced by the Club's voice recording system or where there is no such confirmation or voice recording, the Computer Record.

“Operator” means HKJC Horse Race Betting Limited.

“Operator's Headquarters” means the Operator's premises situated at No. 1 Sports Road, Happy Valley, Hong Kong.

“Other Jockeys” means any other individual Jockey actually riding in a nominated race at a race meeting, other than a Named Jockey.

“Overseas Race” means a race run under the rules of racing of an overseas racing authority.

“Pari-mutuel” means a system of Betting where Backers selecting correctly the “winning combination”, “consolation combination” or “bonus combination” shall share the Net Pool or the Merged Pool as the case may be, in proportion to their stakes or by such formulae as the Operator may determine from time to time, as applied to each type of Betting.

“Partial Unit Bet” means that fraction of a Unit Bet which the Operator announces it will accept with respect to certain Bet types when Bets are placed by means of a Multiple or by Banker Betting.

“Percentage Deduction” means the percentage of total value of Valid Bets to be deducted by the Operator from each Pool or any part thereof from time to time.

“Place” means a Bet in which the Backer has to select at least one of the Placed Horses. The Placed Horses form the “winning combination”.

“Placed Horses” means in respect of each type of Betting, the horses occupying the places which qualify for a Dividend or Dividends.

“Pool” means, in respect of each distinct Bet type, the total dollar value of the Valid Bets made by Backers for each such distinct Bet type.

“Quartet” means a Bet in which the Backer has to select the 1st, 2nd, 3rd and 4th horses in a nominated race in the correct finishing order. The “winning combination” is the 1st, 2nd, 3rd and 4th Placed Horses selected in the correct finishing order.

“Quick Pick Ticket” means a Betting ticket on which each Bet is a Random Bet.

“Quinella” means a Bet in which the Backer has to select the 1st and 2nd horses in a race regardless of the finishing order. The “winning combination” is the 1st horse coupled with the 2nd horse.

“Quinella Place” means a Bet in which the Backer has to select any two of the first three Placed Horses regardless of the finishing order. The “winning combination” is the selection of any two of the first three Placed Horses.

“Racecourse” means, respectively, the Club's buildings, enclosures and racetracks situated at Happy Valley and at Sha Tin or any other racecourse at which races take place.

“Random Bet” means a Bet in which the horse selections to comprise the Bet are generated randomly by the computer utilised by the Operator.

“Rebate” means, subject to Rule 2.13, the amount to be paid by the Operator to the Backer in respect of a Losing Bet at the rate prescribed by the Operator.

“Refund” means the amount staked on each Valid Bet but which is not eligible to participate in the Net Pool or any other amount of stake to be returned by the Operator to a Backer pursuant to these Rules.

“Rules” means the rules herein contained, as amended from time to time.

“Rules of Racing” means those rules of the Club now and hereafter made for the conduct and control of racing and includes Instructions By The Stewards of the Jockey Club.

“Scheduled Rides” means the rides that a Jockey is engaged to ride in the nominated races at a race meeting at the commencement of Betting on Jockey Challenge.

“Self-Vending Terminal” shall have the meaning as defined in the Betting Facilities Rules.

“Six Up” means a Bet in which the Backer has to select the 1st or 2nd horse in each of the races, being not less than 5 nor more than 6, nominated by the Operator as being the Legs to comprise a particular Six Up Bet. The “winning combination” is the selection of the 1st or 2nd horse in each of the nominated races.

“Six Win Bonus” means the amount declared to be paid in respect of each Unit Bet on the Six Up where the “winning combination” is the selection of the 1st horse in each of the nominated races.

“Staff” means employees of the Club and/or the Operator and includes an employee of any independent contractor having contractual arrangements with the Club and/or the Operator.

“Starter” means a horse declared to start in a race and which is not subsequently declared a non-starter or non-runner or otherwise withdrawn from a race pursuant to the Rules of Racing.

“Stewards” shall have the meaning as defined in the Rules of Racing.

“Stewards of the Jockey Club” shall have the meaning as defined in the Club's Articles of Association.

“Substitute Horse” means the Favourite, the 2nd Favourite or the 3rd Favourite, as these Rules may require.

“Suspension” shall have the meaning as defined in the Rules of Racing.

“Telephone Betting” shall have the meaning as defined in the Betting Facilities Rules.

“Tierce” means a Bet in which the Backer has to select the 1st, 2nd and 3rd horses in a nominated race in the correct finishing order. The “winning combination” is the 1st, 2nd & 3rd Placed Horses selected in the correct finishing order.

“Totalisator” means the automatic machine for Betting and related services operated by the Club.

“Trainer” shall have the meaning as defined in the Rules of Racing.

“Treble” means a Bet in which the Backer has to select the 1st horse in each of three nominated races. The “winning combination” is the selection of the 1st horse in each of the three Legs. The “consolation combination” is the selection of the 1st horse in the 1st two Legs with the 2nd horse in the 3rd Leg.

“Trio” means a Bet in which the Backer has to select the 1st, 2nd and 3rd horses in a nominated race regardless of their finishing order. The “winning combination” is the 1st, 2nd and 3rd Placed Horses selected regardless of their finishing order.

“Triple Trio” means a Bet in which the Backer has to select the 1st, 2nd and 3rd horses, regardless of the finishing order, in each of the three nominated races. The “winning combination” is the selection of the 1st, 2nd and 3rd horses, regardless of their finishing order, in each of the three Legs. The “consolation combination” is the selection of the 1st, 2nd and 3rd horses, regardless of their finishing order, in each of the first two Legs.

“Unit Bet” means in respect of each Bet type the minimum stake amount as the Operator may prescribe from time to time as the amount on which Dividends will be calculated, subject to a Flexi Bet Unit and a Partial Unit Bet.

“Valid Bet” means each Bet which has been duly processed in accordance with these Rules and which has been included in the Official Record and, in the case of a Pari-mutuel Bet, which has been

included in the Pool or Pools to which the Pari-mutuel Bet relates and which has not been subsequently excluded.

“Void Race” means a race that:

- (a) is declared void under the Rules of Racing; or
- (b) is abandoned either before or after the horses have been declared to start; or
- (c) is not run; or
- (d) no horses are placed in accordance with the Rules of Racing.

“Void Ticket” means any Betting Ticket which is declared void.

“Weighed in Signal” shall have the meaning as defined in the Rules of Racing.

“Win” means a Bet in which the Backer has to select the 1st horse in a race. The “winning combination” is the selection of the 1st horse in a race. Where Win and Composite Win Bets form a Merged Pool, reference to a Win Bet includes a Composite Win Bet.

“Winning Bet” means any Valid Bet which qualifies for a Dividend in accordance with these Rules.

“Winning Ticket” means any Betting Ticket which qualifies for a Dividend.

“Withdrawal” means a horse declared a non-starter or non-runner or otherwise withdrawn from a race pursuant to the Rules of Racing.

- 1.2 Unless the context expressly states otherwise, references to 1st, 2nd, 3rd and following positions of horses and references to the finishing order are references to the positions and finishing order as declared by the Club when the results are displayed on the Weighed in Signal.
- 1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.4 The heading of each Rule (and sub-rules) shall not be taken into account in the construction or interpretation of the Rule. Cross-

references may be made to any other Rule in the interpretation of any Rule.

2. GENERAL RULES

2.1 Operator's Decision or Determination

If any circumstance arises which is not provided for by these Rules, it shall be subject to the Operator's decision or determination.

2.2 Discretion

When in these Rules, the Operator is empowered to decide or determine an issue:

- (a) the decision or determination reached by the Operator shall be made in its absolute discretion;
- (b) it shall be under no obligation to give reasons for its decision or determination; and
- (c) its decision or determination shall be final.

2.3 Betting Facilities

- (a) For the purpose of conducting Betting, the Operator may use such Facilities as may be agreed between the Operator and the Club at or by which prospective Backers may tender Bets and at which Betting Tickets may be presented for the payment of Dividends, Refunds and/or Rebates.
- (b) The extent of such Facilities will be determined by the Operator and may be modified from time to time without notice.
- (c) A person who uses or applies to use, where appropriate, such Facilities is deemed to have accepted these Rules, the Betting Facilities Rules and such additional terms and conditions, as amended from time to time, as the Operator may determine shall apply to such Facilities.
- (d) The Facilities provided shall not extend to the making of Bets by any means of communication unless otherwise specifically provided in these Rules.

- (e) The times at which the Facilities provided shall be open to the public will be determined by the Club.
- (f) The types of Betting available at each Facility, the processes and procedures applicable to each Facility, including without limitation the processes and acceptance procedures required to constitute a Valid Bet for each Facility, and the times at which any particular type of Bet may be made will be determined by the Club and the Operator.
- (g) All Facilities applied for use by a Backer under these Rules shall be for the personal use of the Backer only.
- (h) The Operator and the Club shall deem the Betting Account holder or the individual presenting a Betting Ticket or Cash Voucher the only person having an interest in the Betting Account, the Betting Ticket or the Cash Voucher (as the case may be), despite any notice, whether actual, constructive or implied, which the Operator and/or the Club may have received that there may be joint or disputed interest in such Betting Account, Betting Ticket or Cash Voucher. The Betting Account holder or the individual presenting a Betting Ticket or Cash Voucher shall indemnify the Operator and the Club against any liability arising from any disputed interest in such Betting Account, Betting Ticket or Cash Voucher.

2.4 Betting Processes and Procedures

- (a) The Operator will determine, at any time before or during a Betting period, the types of Betting to be conducted and the formation of one or more Pools and/or Merged Pools or the splitting of one or more Merged Pools into one or more Pools and/or smaller Merged Pools for any race or meeting.
- (b) All Bets must be made and settled in Hong Kong currency.
- (c) Unless otherwise declared by the Operator, and subject to these Rules, all Bets must be paid by or through the following means:
 - (i) Cash;
 - (ii) Cash Voucher;

- (iii) Betting Account; and/or
 - (iv) Electronic Funds Transfer.
- (d) No Valid Bet may be withdrawn by a Backer.
- (e) A Bet shall only become a Valid Bet if it has been duly processed by the Club in accordance with these Rules as well as included in the Official Record. A Bet has not been duly processed unless the stake money for such Bet has been accepted by the Club and/or debited from a Betting Account of the Backer.
- (f) Any Bet or part of a Bet declined or not accepted by the Operator shall not constitute a Valid Bet.
- (g) Under no circumstances shall the Operator be liable to pay a Dividend to a Backer on a Bet for which the stake money has not been accepted by the Club and/or debited from a Betting Account of the Backer.

2.5 Betting Restrictions

- (a) The Operator may without giving any reason restrict the number and/or value of a Bet (whether Pari-mutuel or Fixed Odds) and/or decline or exclude the whole or any part of a Bet tendered by a Backer notwithstanding that the Club has processed the relevant Bet and/or the Operator has accepted the same.
- (b) Any Bet or part of a Bet declined or excluded pursuant to Rule 2.5(a) shall not constitute a Valid Bet.
- (c) The Operator's liability (if any) in respect of any declined or excluded Bet or part of a Bet is limited to a Refund of the money tendered and received by the Club for the Operator in respect of such declined or excluded Bet or part of a Bet.
- (d) For All Up Betting, the Operator may limit the amount of any Dividend entitlement which may be carried forward and tendered as a Bet on any subsequent race.
- (e) Any decision by the Operator made under Rule 2.5(a) or Rule 2.5(d) shall be binding on the Backer who shall have no claim against the Operator for any Dividend, Refund and/or Rebate

entitlement which would have arisen but for the restriction, limitation, refusal and/or exclusion.

2.6 Betting Tickets – Format

The Operator will decide the format of a Betting Ticket and will direct which form of Betting Ticket shall be used for any particular Bet. The Operator will also decide on the contents of the Official Record and the Computer Record recording a Betting Ticket or a particular Bet.

2.7 Betting Tickets and Betting Facilities – Charge

The Operator may decide whether or not any charge shall be made for a blank Betting Ticket or for using any of the Facilities procured by the Operator for Betting.

2.8 Physical Betting Tickets – Completion

- (a) When completing a physical Betting Ticket, the following provisions apply:
 - (i) The Betting Ticket should be marked with a blue ballpoint pen.
 - (ii) Each selection must be marked with a vertical stroke “|” which must be entirely within the margins of the box provided.
 - (iii) The Betting Ticket must not be folded.
 - (iv) No alteration or correction may be made on the Betting Ticket.
- (b) A Backer who purchases a Quick Pick Ticket shall be deemed to have selected the horses constituting each Random Bet on the Quick Pick Ticket.

2.9 Betting Tickets – Validity

- (a) Notwithstanding any information that may be recorded on or in a Betting Ticket, a Bet will only become a Valid Bet when it has been duly processed by the Club as well as included in the Official Record. In the case of a Pari-mutuel Bet, a Bet will only

become a Valid Bet when it has also been included in the Pool or Pools to which the Pari-mutuel Bet relates and which has not been subsequently excluded.

- (b) The eligibility for a Dividend, Refund and/or Rebate of a Valid Bet shall be determined by reference to the Official Record of the Bet in question and to whether it has been duly processed, to the exclusion of anything else, including the printing of any information on paper where there is a physical Betting Ticket.
- (c) A Pari-mutuel Bet made by means of a Betting Ticket will be eligible to be included in the Official Record and to participate in a Pool only after it has been duly printed and validated by a Betting Terminal or confirmed in accordance with the Betting Facilities Rules. A Fixed Odds Bet made by means of a Betting Ticket will be eligible to be included in the Official Record only after it has been duly printed and validated by a Betting Terminal or confirmed in accordance with the Betting Facilities Rules.
- (d) It is the sole responsibility of a Backer to ensure that the Betting Ticket issued or communicated to him correctly records all the details of the Bet tendered by him.
- (e) Once a Betting Ticket has been issued to or confirmed with a Backer, it will not be exchanged, cancelled or withdrawn for any reason by the Backer.
- (f) If the Official Record (or any part thereof) is declared void by the Operator, the relevant Betting Ticket will be deemed void and no Bets recorded on the Official Record (or any part thereof) which is declared void shall be eligible for a Dividend or Rebate. Subject to Rule 2.16, all affected Bets will be refunded.

2.10 Physical Betting Tickets – Loss and Defacement

- (a) The Operator authorises the Club to refuse payment to any Backer who cannot produce a Betting Ticket or who produces a Defaced Ticket, in both cases where a physical Betting Ticket was issued.
- (b) No Dividend, Refund or Rebate will be paid on a Betting Ticket (including a Defaced Ticket) unless it can be identified by its unique serial number.

- (c) A request by a Backer to identify a lost physical Betting Ticket must be made to the Club within 7 days after the date of the relevant race meeting. A request by a Backer to identify a Defaced Ticket must be made to the Club within 60 days after the date of the relevant race meeting.
- (d) Neither the Operator nor the Club is under any obligation to identify a lost Betting Ticket or a Defaced Ticket but if it does so it may prescribe such charges as it decides.
- (e) Where a lost Betting Ticket or Defaced Ticket can be identified by the Club, the Operator may instruct the Club to withhold payment until 60 days after the date of the relevant race meeting and may impose any condition for payment as it deems appropriate.

2.11 Betting Tickets – Voidance

- (a) The Operator may without giving any reason and at any time declare any Betting Ticket void notwithstanding that:
 - (i) the Bet thereon has been included in the Official Record; or
 - (ii) in the case of a Pari-mutuel Bet, the Pari-mutuel Bet thereon has already been included in the Pool; or
 - (iii) a Dividend has already been declared.
- (b) A declaration that a physical Betting Ticket is void may be published by a notice being displayed on the notice board at the Operator's Headquarters and/or the Betting Location at which the physical Betting Ticket was issued. Any such notice shall be displayed for a period of not less than 24 hours from the time of the declaration.
- (c) In the case of a Pari-mutuel Bet, upon such declaration under Rule 2.11(a) being made, the Pari-mutuel Bet received by the Operator may be excluded from the Pool to which it related.
- (d) Subject to Rule 2.16, all Bets so declared void will be refunded.

2.12 Betting with Insufficient Funds

- (a) A Backer shall be liable to pay in full for a Bet the moment a Bet is accepted or recorded by the Facilities for Betting or is entered into the Official Record, whichever is the earliest.
- (b) If Betting closes before the Backer has paid for a Bet, the Backer remains liable to pay for the full amount of the Bet.
- (c) If the Backer fails to pay in full for the Bet and the Bet is entitled to a Dividend, Refund or Rebate according to the Official Record, the Operator may declare the Betting Ticket void.
- (d) Notwithstanding Rule 2.12(c), the Operator may pay to the Backer a Dividend, Refund or Rebate calculated by reference to the value of the Bet or the actual amount of money received by the Operator if less than the value of the Bet.

2.13 Rebate - Eligibility

- (a) The Operator may from time to time prescribe such eligibility requirements on Rebate entitlement, including without limitation the minimum value of Losing Bet and the race(s), race meeting(s) and/or Pool(s) for which Rebate may be given.
- (b) The Operator may at any time without giving any reason restrict, suspend or cancel the offering of Rebate.
- (c) In the event of any dispute under this section, the Operator's decision shall be final.

2.14 Dividends – Determination and Announcement

- (a) The Operator may declare Dividends for the types of Betting in operation for the race, races or race meeting in question. Such Dividends will be made public at the places designated for that purpose or will otherwise be announced by the Operator as it may determine.
- (b) In relation to a race, where calculating and paying Dividends on any race, or where determining the 1st, 2nd, 3rd and/or 4th horses to calculate the qualification for a Dividend, the results declared when the Weighed in Signal is displayed shall be the final results

notwithstanding that all or any such declared results may subsequently be altered.

- (c) In relation to a race, where determining the places occupied by horses other than the 1st, 2nd, 3rd and 4th to calculate the qualification for a Dividend, the results declared by the Club upon completion of a race shall be the final results notwithstanding that all or any such declared results may subsequently be altered.
- (d) The Operator shall determine the formulae applicable for calculating Dividends on any race and may without giving any reason restrict and/or decline or exclude any information for calculating Dividends.

2.15 Maximum and/or Minimum Stake and Maximum Dividend in respect of Fixed Odds Bets

- (a) In respect of Fixed Odds Bets, the Operator may impose a maximum or minimum unit stake amount or total stake amount, or a maximum Dividend amount payable, on each Betting Ticket and/or each Bet and/or each Bet type for a Backer.
- (b) In respect of Fixed Odds Bets, the Operator may impose a maximum total stake amount that a Backer may invest in any one Betting Day.
- (c) In respect of Fixed Odds Bets, the Operator may impose a maximum Dividend amount payable to a Backer in any one Betting Day.
- (d) Where the Operator decides or determines that a Backer or a group of Backers acting together in placing Bets has exceeded any one or more of the limits stated in Rule 2.15(a), Rule 2.15(b) and Rule 2.15(c) in any manner, the total Dividend (if any) payable to that Backer or group of Backers shall be limited to one single maximum Dividend amount.
- (e) In respect of Fixed Odds Bets, if the winning stake of a Valid Bet multiplied by the Fixed Odds recorded in the Operator's Official Record for such Valid Bet exceeds the maximum Dividend imposed by the Operator on each Betting Ticket and/or each Bet and/or each Bet type and/or for each one Betting Day, the Backer

is only entitled to receive the relevant maximum Dividend imposed by the Operator at the time such Bet is placed in respect of his Bet.

- (f) Any limit stated in Rule 2.15(a), Rule 2.15(b) and Rule 2.15(c) may be changed by the Operator from time to time at its sole and absolute discretion without prior notice.

2.16 Dividends, Refunds and Rebate – Payment

- (a) Claims for Dividend, Refunds and/or Rebate must be made at a Betting Location on any business day within 60 days after the date of the relevant race meeting.
- (b) If a Dividend, Refund or Rebate is not collected within 60 days in compliance of Rule 2.16(a), it shall be forfeited.
- (c) The Operator may pay a Dividend, Refund or Rebate in Cash, cheque or Cash Voucher as it may determine.
- (d) Where there is a physical Betting Ticket, the physical Betting Ticket must be surrendered to the Club before the payment of any Dividend, Refund or Rebate.
- (e) Each physical Betting Ticket upon which a Dividend, Refund or Rebate has been paid becomes the property of the Operator.
- (f) If the Official Record shows that a Dividend, Refund or Rebate has been paid in respect of any Bet, that shall be conclusive evidence that payment has been made.
- (g) The Operator authorises the Club to pay a Dividend, Refund or Rebate to the person presenting the physical Betting Ticket corresponding to the Official Record. Neither the Operator nor the Club will be concerned as to any claim for or dispute in the division of the Dividend, Refund or Rebate of any other party claiming an interest in the Betting Ticket. As required in Rule 2.3(h) the person presenting the Betting Ticket shall indemnify the Operator and the Club against any liability arising from any disputed interest in such Betting Ticket or the corresponding Bet.
- (h) The Operator shall be under no obligation to pay a Dividend, Refund or Rebate within any specific time.

2.17 Dividends – Amendment

- (a) Where an error in or miscalculation of any Dividend is discovered, the Operator is empowered to declare a revised Dividend.
- (b) The power to revise a Dividend may be exercised by the Operator as an error or miscalculation is discovered.
- (c) Any holder of a Winning Ticket who has not previously been paid a Dividend shall thereafter be paid the revised Dividend.
- (d) Upon declaration by the Operator of a revised Dividend pursuant to Rule 2.17(a), any Backer eligible to receive a Rebate and has not previously been paid such Rebate shall thereafter be paid a revised Rebate.
- (e) Subject to Rules 2.17(g) to (i), any holder of a Winning Ticket who has been paid a Dividend shall be entitled to claim the difference between the original Dividend and the revised Dividend. Subject to Rule 2.13, any Backer eligible to receive a Rebate shall be entitled to claim the difference between the original Rebate and the revised Rebate.
- (f) On the declaration of a revised Dividend, the Operator shall advertise the same in one English and one Chinese language newspaper circulating in Hong Kong and shall post a notice of the declaration at the Operator's Headquarters and at each Betting Location.
- (g) The Operator may specify the time within which and the place(s) where Backers eligible to receive a revised Dividend or revised Rebate may claim payment.
- (h) The Operator may require any Backer allegedly eligible to receive a revised Dividend or revised Rebate to produce proof of identity and to provide a contact address to the Operator or the Club before payment is made. The Operator may impose any condition of payment of revised Dividend or revised Rebate.
- (i) If within 60 days after the date of the relevant race meeting, a holder of an eligible Betting Ticket has not presented himself for

collection of the revised Dividend or revised Rebate or has failed adequately to identify himself to the Operator's satisfaction or accept the Operator's condition of payment, the unclaimed Dividend or Rebate shall be forfeited.

- (j) Each Betting Account which has been credited with the original Dividend or original Rebate on a Bet which is subsequently revised will be debited or credited with the difference accordingly.
- (k) If a revised Dividend or revised Rebate represents a downward adjustment from the original Dividend or original Rebate (as the case may be), the Operator may waive its entitlement to seek to recover from previously paid Backers the excess Dividend and/or Rebate paid.

2.18 Dividends – Registration

- (a) The Operator may direct the Club that a Dividend will be paid to the holder of a Winning Ticket or credited to a Betting Account of an account holder who has placed a winning Valid Bet only if the holder or account holder respectively registers himself in such manner as the Operator may require.
- (b) In such circumstances, the Operator will announce through the Club the fact that registration is required and will specify the time, place and method of registering.
- (c) If the holder of a Winning Ticket or a Betting Account holder who has placed a winning Valid Bet fails to register with the Club within the time and in the manner specified, the Operator may refuse payment of the Dividend and the Dividend shall be forfeited.

2.19 Dividend, Refund and Rebate Rounding

- (a) Subject to Rules 2.19(b), 2.19(c) and 2.19(d), a Betting Ticket eligible for a Dividend and/or Refund and/or Rebate will be paid in multiples of 50 cents. Should the relevant amount not be an exact multiple of 50 cents, then such amount will be rounded up or rounded down to the nearest 50 cents.
- (b) In the case where a Betting Ticket is eligible for the minimum

Dividend for Place Bets as described in Rule 3.7(a), the total amount paid in respect of the Betting Ticket for a Dividend, Refund or Rebate may not be in multiples of 50 cents.

- (c) In respect to Fixed Odds Bets, the Dividend on each winning Bet shall be rounded up or rounded down to the nearest 10 cents.
- (d) Where a Pari-Mutuel Bet on a single race Pool placed by a Backer using Flexi Bet or Partial Unit Bet is eligible for a Refund, the Betting Ticket with such Pari-Mutuel Bet will be refunded or paid (as the case may be) in multiples of 10 cents. Should the relevant amount not be an exact multiple of 10 cents, then such amount will be rounded up or rounded down to the nearest 10 cents.
- (e) Any saving or deficiency arising from the rounding pursuant to Rule 2.19(a), 2.19(c) or 2.19(d) shall be credited or debited respectively to the Dividend Rounding Account or any account as the Operator shall determine.

2.20 Dividends, Refunds or Rebates – Validity of Claims

- (a) The Operator may instruct the Club to make such enquiries as it considers necessary to satisfy itself that a claim made for a Dividend, Refund or Rebate is a valid claim and the Backer presenting the claim must fully co-operate with the Club failing which Operator may withhold or refuse to make payment.
- (b) The Operator reserves the right to correct obvious errors before, during or after a race and/or race meeting. In cases of incorrect Fixed Odds, the Operator shall settle each affected Bet by reference to the correct prevailing Fixed Odds at the time when that Bet was accepted.
- (c) Notwithstanding any prior declaration that a Betting Ticket is void, upon receipt of a claim for payment of a Dividend or Rebate, the Club may make such enquiries as it thinks appropriate to determine how the Bet became to be declared void. Such enquiry shall not confer upon the holder of the Void Ticket any right to be paid a Dividend or Rebate. If so required by the Club, the relevant Backer shall provide the Club with all such assistance and co-operation as the Club may reasonably require in connection with such enquiries.

2.21 Dividends, Refunds and Rebates – Forfeiture

- (a) In respect of Pari-mutuel Bets, unless the Operator otherwise determines, any Dividend, Refund, Rebate or such other amount which by these Rules stands forfeited shall be deemed to have been directed by the person entitled thereto be paid to the Hong Kong Jockey Club Charities Trust as a charitable donation with any right to a receipt for such donation waived.
- (b) In respect of Fixed Odds Bets, any Dividend, Refund, Rebate or such other amount which by these Rules stands forfeited shall be disposed of in such manner as determined by the Operator.

2.22 Closure of Bet Type and/or Betting and/or Pool

- (a) The Operator may close any type of Bet, any selection available for Betting and/or Pool at any time without giving any reason.
- (b) All Valid Bets placed on such closed type of Bet, selection for Betting and/or Pool will be refunded in full.
- (c) The Operator shall have no liability in respect of any Bet in such closed type of Bet, selection for Betting and/or Pool other than a Refund.
- (d) For the avoidance of doubt, this Rule 2.22 shall apply to Merged Pools.

2.23 Racing – False Start

If a False Start is signalled before Betting on the race has been closed, Betting may remain open. If Betting has been closed prior to the False Start being signalled, Betting on the race may be reopened after notice of the False Start is received.

2.24 Racing – Postponements/Cancellations

Subject to Rule 2.16, a Refund will be made in respect of each Bet received by the Operator for a race meeting which is postponed or cancelled.

2.25 Staff – Assistance

Any Staff who helps a Backer to complete a Betting Ticket shall not be liable, nor shall the Operator and/or the Club be vicariously liable to the Backer in respect of any actual or alleged failure to comply with the Backer's wishes.

2.26 Staff – Betting

- (a) Unless otherwise agreed by the Club and/or the Operator, a member of the Staff shall not be permitted to:
 - (i) act as an agent for the Backer; or
 - (ii) tender a Bet or seek to receive payment of a Dividend, Refund or Rebate personally or with the assistance of a third party.
- (b) A Bet made in contravention of Rule 2.26(a) may result in the Bet being declared null and void. Any Dividend, Refund or Rebate earned by any such Bet shall first be applied towards the discharge of any money owing by the Staff member concerned to the Operator and the Club and then be forfeited.

2.27 Juveniles or Persons in School Uniform

- (a) No person under the age of 18 years or in school uniform shall or shall be permitted to:
 - (i) tender a Bet or to receive payment of a Dividend, Refund or Rebate; or
 - (ii) enter any Betting Location unless authorised by the Operator.
- (b) If it is established that a Backer is under 18 at the time of placing a Bet, such Backer's Bet may be declared void and any Dividend, Refund or Rebate to which such Backer would otherwise have been entitled shall be forfeited.
- (c) Both the Operator and the Club shall have the right to seek an indemnity from any person who is under the age of 18 years or in school uniform who contravenes this Rule 2.27 and/or from any individual who aided or abetted such contravention against all

liability, prosecution, claim, loss or damage which the Operator and/or the Club may suffer as a result of the contravention.

2.28 Authority of Person In Charge

The Operator authorises and all Backers acknowledge that the person in charge of a Betting Location may, without giving a reason:

- (a) refuse to accept any amount tendered by a person for a Bet;
- (b) cancel acceptance of a Bet; and
- (c) cause any person to be removed from the Betting Location.

2.29 Facility Failure

- (a) In the event of breakdown of any Facility for processing Bets, the Operator may declare such Dividends, order such Refunds or pay such Rebates in respect of any Valid Bets, and in the case of Valid Bets that are Pari-mutuel Bets, declare the Favourite for the race, as it may determine.
- (b) If due to any Facility disruption or failure, a Bet cannot be included in the Operator's Computer Record and, in the case of a Pari-mutuel Bet, the Pari-mutuel Bet cannot be included in the Pool or Pools to which it relates, the Operator's liability (if any) is limited to a Refund of the money tendered and received by the Club for the Operator in respect of such Bet regardless of how the disruption or failure was caused.
- (c) If after a Bet has become a Valid Bet, the Facility fails, is damaged or destroyed or if the Computer Record is damaged or destroyed, to the extent that the Valid Bet cannot be identified or traced, the Operator's only liability (if any) is limited to a Refund of the money tendered and received by the Club for the Operator in respect of such Bet regardless of how the failure, damage or destruction was caused.
- (d) The Operator may without giving any reason close a Merged Pool and:
 - (i) refund all or certain Bet types accepted in the Merged Pool; and/or

- (ii) continue with one or more of the Net Pools originally merged in the Merged Pool, for those Bet types which have not been refunded.

2.30 Application of Betting Facilities Rules

The Provisions of the Betting Facilities Rules shall be deemed incorporated in these Rules.

2.31 Exclusion of Liability

In the implementation of these Rules, neither the Operator nor the Club shall:

- (a) assume liability for any loss, whether direct or indirect, suffered by a Backer or any other person as a result of the wilful or negligent act or omission of the Operator and/or the Club, its employees, agents or contractors, including the employees of such agents or contractors, or any other person;
- (b) assume liability for any claim for loss or damage arising from any failure, disruption or breakdown of any of the Facilities howsoever caused; or
- (c) entertain any claim arising from any activities relating to Betting.

2.32 No Precedent

The exercise of the discretion of the Club or the Operator on one occasion shall not be considered a precedent in binding the Club or the Operator in exercising its discretion in the like or similar manner on another occasion.

2.33 Non-Waiver

No failure, delay, relaxation or forbearance on the part of the Operator to enforce any of these Rules shall operate as a waiver and no single or partial exercise or enforcement of these Rules by the Operator shall preclude the Operator from any future exercise or enforcement of these Rules.

2.34 Governing Law and Jurisdiction

These Rules are governed by the laws of Hong Kong, and each Backer shall submit to the exclusive jurisdiction of the courts of Hong Kong.

3. PARI-MUTUEL BETS

3.1 Pari-mutuel Betting

- (a) The Operator may decide from time to time to offer the types of Pari-mutuel Bets in relation to any race or races.
- (b) The Operator may decide from time to time the Unit Bet or Partial Unit Bet or the minimum stake amount for a Flexi Bet Unit for each Pari-mutuel Bet type.
- (c) The Operator may decide from time to time the Pari-mutuel Bet types for which Flexi Bet is available.
- (d) Dividends will be declared to the Unit Bet or Partial Unit Bet (if appropriate) for each Pari-mutuel Bet type.
- (e) To the extent where there are specific Rules for Merged Pools, those specific Rules for single Pools in respect of the same subject matter shall not apply.

3.2 Jackpot

- (a) In respect of single Pools:-
 - (i) The amount standing to the credit of a Jackpot Pool in respect of a particular Bet type will be carried forward and such amount as shall be determined by the Operator shall be deducted therefrom to be the Jackpot and allocated to and aggregated with a Net Pool in respect of the same Bet type to be specified by the Operator.
 - (ii) In the event that there is no subsequent Net Pool of the same Bet type available, the amount standing to the credit of a Jackpot Pool in respect of a particular Bet type will be allocated to and aggregated with the Net Pool(s) of an alternative Bet type to be determined by the Operator.
 - (iii) The period of time or the number of race meetings over which a Jackpot Pool may be carried forward shall be determined by the Operator.

- (iv) In the event that, in respect of the Net Pool to which a Jackpot has been allocated and is to be aggregated, the “winning combination” is unbacked or there is a Void Race or there are insufficient Starters or insufficient finishers, the Jackpot shall not be aggregated with that Net Pool but will be credited back to the Jackpot Pool from which it was deducted.
- (v) In the event that the amount standing to the credit of a Jackpot Pool in respect of a particular Bet type has reached or exceeded an amount as may be determined by the Operator from time to time, the Operator may announce before the commencement of Betting for a race meeting that, save where the “winning combination” is unbacked, in which event the amount of the Jackpot allocated to the Net Pool in respect of a particular Bet type will be credited back to the Jackpot Pool from which it was deducted, no deduction will be made from that Net Pool to the relevant Jackpot Pool and the entire Net Pool will be allocated for Dividend calculation.
- (vi) The Operator may announce before the commencement of Betting for a race meeting that no deduction will be made from a Net Pool in respect of a particular Bet type to the relevant Jackpot Pool and that the entire Net Pool and the amount of Jackpot, if any, allocated thereto will be allocated for Dividend calculation.
- (vii) Notwithstanding the fact that the Operator has made an announcement in accordance with Rules 3.2(a)(v) or 3.2(a)(vi), the following shall apply:
 - (a) if the “winning combination” deemed eligible for Dividend in respect of a particular Bet type in accordance with Rule 3.11 is unbacked, the entire Net Pool shall be credited to the Jackpot Pool;
 - (b) if there is only a Flexi Bet Unit (which is less than the Unit Bet amount) or a Partial Unit Bet on a “winning combination” or any of the “winning combinations” in a dead-heat, the unpaid balance of the declared Dividend shall be credited to the

Jackpot Pool; and

- (c) if any of the “winning combinations” in a dead-heat is unbacked, that part of the Net Pool allocated to such “winning combination” shall be credited to the Jackpot Pool.
 - (viii) The Jackpot for Triple Trio Betting is allocated to and aggregated with the 85% of the Net Pool for the “winning combination” for Dividend calculation.
 - (ix) The Jackpot for Six Up Betting is allocated to and aggregated with the 50% of the Net Pool for the “winning combination” of the Six Win Bonus for Dividend calculation.
- (b) In respect of Merged Pools:
- (i) In the event that a Jackpot has been allocated and is to be aggregated (such allocation and aggregation to be made to the respective Net Pools forming the Merged Pool in proportion to the total money value in each of those Net Pools or in such proportion as may be determined by the Operator), the “winning combination” is unbacked or there is a Void Race or there are insufficient Starters or insufficient finishers, the Jackpot (or the relevant proportion thereof) shall not be aggregated with that Merged Pool but will be credited back to the Jackpot Reserve Pool from which it was deducted.
 - (ii) The Operator may announce before the commencement of Betting for a race meeting that no Jackpot Reserve Deduction will be made.
 - (iii) The total amount of the Jackpot allocated shall be paid even if there is only a Flexi Bet Unit (which is less than the Unit Bet amount) or a Partial Unit Bet on a “winning combination” or any of the “winning combinations” in a dead-heat.
 - (iv) In the event that a Jackpot has been allocated and is to be aggregated, there is a dead-heat and there is any “winning

combination” involving a dead-heating horse which is unbacked, the Jackpot shall be aggregated with the Merged Pool for distribution to those “winning combinations” which have been backed in accordance with such formulae as the Operator may determine from time to time.

3.3 Jackpot Reserve Deduction and Jackpot Reserve Pool

The Operator may:

- (a) determine the percentage of any Jackpot Reserve Deduction;
- (b) credit to a Jackpot Reserve Pool the Jackpot Reserve Deduction of a Pool;
- (c) determine the period of time or the number of race meeting over which a Jackpot Reserve Pool may be carried forward and the limit, if any, to be imposed on the total amount which may be carried forward in the Jackpot Reserve Pool;
- (d) determine, in respect of a single Pool, the amount to be transferred from the Jackpot Reserve Pool to supplement the Jackpot Pool for a particular Bet type provided that no transfer shall be made if the relevant Jackpot Pool has already accumulated up to the Jackpot amount for that race meeting specified by the Operator in accordance with Rule 3.2; and
- (e) determine, in respect of a Merged Pool, if any amount standing to the credit of a Jackpot Reserve Pool in respect of a particular Bet type may be allocated to and aggregated with the Net Pool(s) of an alternative Bet type or the Merged Pool(s) of alternative Bet types.

3.4 Dividend Qualification

- (a) Dividends will be paid in accordance with the provisions of these Rules to Backers who have bet on the “winning combination” and, where provision is made in these Rules therefor, to Backers whose selections constitute the “bonus combination” or the “consolation combination”.
- (b) Subject to the provisions of Rule 3.7(a), provision may be made

for a Dividend to be declared to the nearest 50 cents or \$1 and for any consequential rounding up or rounding down of the amount calculated by dividing a Net Pool, or the prescribed percentage thereof, by the number of Unit Bets on the “winning combination”, “bonus combination” or “consolation combination” and for the savings from a rounding down and for the cost of a rounding up to be credited/or debited respectively to the Dividend Rounding Account.

3.5 Dividend Calculation

- (a) In respect of single Pools, subject to the provisions of Rule 3.7, the Dividend will be calculated by dividing the Net Pool by the number of Unit Bets on the “winning combination” save that for:
 - (i) Place Betting: the Net Pool will be divided into two or three parts, according to whether two Place Betting or three Place Betting is being conducted, then each such divided part will be divided by the number of Unit Bets on the horse to which the divided part relates.
 - (ii) Quinella Place Betting: the Net Pool will be divided into three parts, then each such divided part will be divided by the number of Unit Bets on the “winning combination” to which the divided part relates.
 - (iii) Double Betting and Treble Betting: 85% of the Net Pool will be divided by the number of Unit Bets on the “winning combination” and the remaining 15% of the Net Pool will be divided by the number of Unit Bets on the “consolation combination” subject to:
 - (a) any deficiency arising on the calculation of the Dividend for the “consolation combination”, whether by reason of a rounding up or the payment of a minimum Dividend, being deducted from the 85% of the Net Pool prior to the calculation of the Dividend for the “winning combination” and added to the “consolation combination”;
 - (b) any saving arising on the calculation of the Dividend for the “consolation combination”, by reason of a rounding down of the Dividend for the

“consolation combination”, being added to the 85% of the Net Pool prior to the calculation of the Dividend for the “winning combination”;

- (c) if there are no Unit Bets qualified to receive the Dividend for the “consolation combination” or when the Dividend for the “consolation combination” is not declared in accordance with these Rules, the division of the Net Pool provided for in this Rule shall not be made; and
 - (d) notwithstanding the foregoing, no Dividend of less than that required by Rule 3.7 will be declared.
- (iv) Six Up Betting: 50% of the Net Pool will be divided by the number of Unit Bets selecting the “winning combination” for the Six Up and 50% of the Net Pool will be divided by the number of Unit Bets selecting the “winning combination” for the Six Win Bonus subject to:
- (a) any deficiency arising on the calculation of the Dividend for the Six Up, whether by reason of a rounding up or the payment of a minimum Dividend, being deducted from that part of the Net Pool set aside for the payment of the Six Win Bonus prior to the calculation of the Six Win Bonus and added to the Six Up Pool;
 - (b) any saving arising on the calculation of the Dividend for the Six Up by reason of a rounding down of that Dividend being added to that part of the Net Pool set aside for the payment of the Six Win Bonus prior to the calculation of the Six Win Bonus;
 - (c) if there are less than two Starters, no finishers or a Void Race occurs in any Leg, the Jackpot allocated shall be credited back to the Jackpot Pool, there will be no Six Win Bonus and 100% of the Net Pool shall be paid to the Six Up Bets selecting the 1st or 2nd horse in the remaining Legs; and
 - (d) if there are no Unit Bets qualified to receive the

Six Win Bonus, the Jackpot and the part of the Net Pool allocated to the Six Win Bonus shall be credited to the Jackpot Pool.

- (v) Triple Trio Betting: 85% of the Net Pool will be divided by the number of Unit Bets selecting the “winning combination” and the remaining 15% of the Net Pool will be divided by the number of Unit Bets selecting the “consolation combination” subject to:
 - (a) any deficiency arising on the calculation of the Dividend for the “consolation combination”, whether by reason of a rounding up or the payment of a minimum Dividend, being deducted from the 85% of the Net Pool prior to the calculation of the Dividend for the “winning combination” and added to the “consolation combination”;
 - (b) any saving arising on the calculation of the Dividend for the “consolation combination”, by reason of a rounding down of that Dividend being added to the 85% of the Net Pool prior to the calculation of the Dividend for the “winning combination”;
 - (c) no Dividend of less than that required by Rule 3.7(b) being declared;
 - (d) the Dividend for the “consolation combination” at all times being limited to one-fiftieth (1/50) of the Dividend for the “winning combination”;
 - (e) any Bet which has selected the “winning combination” not being eligible to receive the Dividend for the “consolation combination”;
 - (f) if there are insufficient Starters, insufficient finishers or a Void Race in any one Leg or two Legs, the Jackpot allocated shall be credited back to the Jackpot Pool and there will be no Dividend for the “consolation combination” and 100% of the Net Pool shall be paid to Bets selecting the 1st, 2nd and 3rd horses in any order in each of the

remaining two Legs or in the remaining Leg, respectively; and

(g) if there are insufficient Starters, insufficient finishers or a Void Race for one of the three Legs and the winning selection of the 1st, 2nd and 3rd horses in any order in each of the remaining two Legs is unbacked, 85% of the Net Pool shall be credited to the Jackpot Pool and 15% of the Net Pool shall be paid to Bets selecting the 1st, 2nd and 3rd horses in any order in the first Leg of the remaining two Legs.

(b) In respect of Merged Pools, for the purpose of calculating the Dividend to be paid out:

(i) a Bet shall, upon placement, be divided and invested proportionately to each possible permutation involving the relevant horse or horses of the Bet in the race(s) as recognised by the Totalisator based on the ratio of the total money staked on each such possible permutation against the total money staked on all such possible permutations at the time such Bet is placed;

(ii) the ratio and corresponding investment referred to in Rule 3.5(b)(i) above shall, after the preliminary calculation upon placement, be adjusted so that the total Dividend entitlement from each possible permutation of the Bet involving the relevant horse or horses in the race(s) as recognised by the Totalisator (if such permutation becomes a “winning combination”) shall be the same;

(iii) the final calculation shall take into account the change upon the respective ratio and total stake money on each possible permutation impacted by the Bet and subsequent Bets; and

(iv) for each Unit Bet, the Dividend shall be calculated by dividing the total Dividend entitlement under the permutation which has become the “winning combination” by the number of Unit Bets on that “winning combination”.

- (c) For the purpose of calculating Dividends under this Rule 3.5, where betting information received from overseas entities which are licensed by the Operator to accept bets on races and Bet types designated by the Operator shall be included, the number of Unit Bets on the “winning combination” shall include those Unit Bets on the “winning combination” received and accepted by such entities corresponding to the information transmitted to and not restricted and/or declined or excluded by the Operator.

3.6 Dividends Pro-rata

- (a) Subject to Rule 3.6(b), Dividends will be declared to a Unit Bet and the Dividend for a Bet in excess of that Unit Bet will be paid by reference to the multiplicand provided that when the Operator has accepted a Flexi Bet Unit (which is less than the Unit Bet amount) or a Partial Unit Bet, and there is no Winning Ticket on which a Unit Bet has been placed and there is at least one Winning Ticket on which such Flexi Bet Unit (which is less than the Unit Bet amount) or such Partial Unit Bet has been placed, the Dividend will be declared to the minimum Partial Unit Bet and the Dividend for a Flexi Bet Unit or a Partial Unit Bet in excess of the minimum Partial Unit Bet will be paid by reference to the multiplicand.
- (b) For Double Trio Betting, Triple Trio Betting and Six Up Betting: the Dividend will always be declared to a Unit Bet and when there is a “winning combination” or “consolation combination” for which the total winning amount bet is less than the Unit Bet amount, the part of the Net Pool available will be declared as the Dividend for that “winning combination” or “consolation combination” and the Backer placing a Flexi Bet Unit (which is less than the Unit Bet amount) or a Partial Unit Bet on such “winning combination” or “consolation combination” will be paid such part of the declared Dividend as such Flexi Bet Unit or such Partial Unit Bet (as the case may be) bears to the Unit Bet and the unpaid balance of the declared Dividend shall be credited to the Jackpot Pool.

3.7 Declared Dividend & Minimum Dividend

- (a) For Win, Composite Win, Place, Quinella, Quinella Place and Double Bets, the Dividend on each Unit Bet will be declared in multiples of 50 cents. Should the calculated amount not be an

exact multiple of 50 cents, then the Dividend declared will be a Dividend rounded up or rounded down to the nearest 50 cents. Notwithstanding the foregoing, no Dividend of less than the Unit Bet plus 10 cents will be declared for Composite Win and Place Bets and no Dividend of less than the Unit Bet plus 50 cents will be declared for Win, Quinella, Quinella Place and Double Bets.

- (b) For all other Bet types the Dividend on each Unit Bet will be declared in multiples of \$1. Should the calculated amount not be an exact multiple of \$1 then the Dividend which will be declared will be a Dividend rounded up or rounded down to the nearest \$1. Notwithstanding the foregoing, no Dividend of less than the Unit Bet plus \$1 will be declared.

3.8 Minimum Number of Starters

- (a) The Operator from time to time may announce the minimum number of Declared Starters necessary for the conduct of each type of Betting. Unless otherwise announced by the Operator, in the case of Place Betting two Place Dividends will be paid when there are 4, 5 and 6 Declared Starters at the commencement of Betting and three Place Dividends if there are 7 or more Declared Starters at the commencement of Betting.
- (b) In respect of single race Pools, where as a result of Withdrawals either before or during a Betting period, there remains insufficient Starters as set out below, the Pool will be closed and all Bets refunded.

Pool	Insufficient Starters
Win	less than 2 Starters
Place (3 Dividends)	less than 4 Starters
(2 Dividends)	less than 3 Starters
Quinella	less than 3 Starters
Quinella Place	less than 7 Starters
Tierce	less than 3 Starters
Trio	less than 5 Starters
Quartet	less than 6 Starters
First 4	less than 6 Starters

- (c) In respect of multi-race Pools, where as a result of Withdrawals either before or during a Betting period, there remains

insufficient Starters as set out below, the Pool will be closed and all Bets refunded.

Pool	Insufficient Starters
Double	less than 2 in both Legs
Double Trio	less than 4 in both Legs
Triple Trio	less than 4 in all Legs
Treble	less than 2 in all Legs
Six Up	less than 3 in all Legs

- (d) In respect of Merged Pools, where as a result of Withdrawals either before or during a Betting period, there remains insufficient Starters as set out below, the Merged Pool will be closed and all Bets refunded save that for Win and Composite Win Merged Pool, the Operator may refund Composite Win Bets and proceed with Win Bets as a single race Pool subject to Rule 3.8(b).

Pool	Insufficient Starters
Win	less than 2 Starters
Composite Win	less than 7 Starters or there remains only 1 Composite with Starters and there is no other Starter outside the Composite
Quartet & First 4	less than 6 Starters

3.9 Withdrawals

The following Rules apply in the event of a Withdrawal(s) of any selection(s) for that race meeting.

- (a) Subject to Rule 3.9(e), in the event of a Withdrawal(s) in a single race Pool or a Merged Pool, Bets involving the Withdrawal will be refunded. For Multiple Bets a Refund will be made only in respect of Bets involving the Withdrawal and any remaining Bets will stand.
- (b) (i) In the event of a Withdrawal(s) in one or more Legs in a multi-race Pool in which only one horse is to count in

each Leg, no Refunds will be made and the Favourite in the Leg or Legs in which a Withdrawal(s) occurs will be substituted for each Withdrawal and such Favourite shall be deemed to be the Backer's original selection. If a Backer has originally selected more than one Withdrawal this substitution will be made for as many Withdrawals as the Backer has selected whereby a Backer who has originally selected the Favourite will be deemed to have made additional selections of the Favourite in respect of each Withdrawal.

- (ii) Rule 3.9(b)(i) shall not apply to Double Trio Betting and Triple Trio Betting.
- (iii) In the event of a Withdrawal(s) in any Leg or Legs of the Double Trio and Triple Trio, no Refunds will be made and each Withdrawal in a Leg will be substituted as follows:
 - (a) In the event of one Withdrawal: the Favourite in a Leg in which a Withdrawal occurs will be substituted for the Withdrawal in each pre-Withdrawal Bet Combination in which the Withdrawal has been selected other than those pre-Withdrawal Bet Combinations which included:
 - (1) the Withdrawal and the Favourite but not the 2nd Favourite: the Withdrawal will be substituted by the 2nd Favourite;
 - (2) the Withdrawal, the Favourite and the 2nd Favourite: the Withdrawal will be substituted by the 3rd Favourite.
 - (b) In the event of two Withdrawals: the Favourite in a Leg in which two Withdrawals occur will be substituted for each Withdrawal in each pre-Withdrawal Bet Combination in which one of the Withdrawals was selected other than those pre-Withdrawal Bet Combinations which included:
 - (1) a Withdrawal, the Favourite and neither the 2nd Favourite nor the 3rd Favourite: the

Withdrawal will be substituted by the 2nd Favourite;

- (2) a Withdrawal, the Favourite and the 2nd Favourite: the Withdrawal will be substituted by the 3rd Favourite;
- (3) a Withdrawal, the Favourite and the 3rd Favourite: the Withdrawal will be substituted by the 2nd Favourite.

(c) In the event of two Withdrawals: the Favourite and the 2nd Favourite will be substituted for both Withdrawals in each pre-Withdrawal Bet Combination in which both Withdrawals were selected other than the pre-Withdrawal Bet Combinations which included:

- (1) both Withdrawals and the Favourite: the Withdrawals will be substituted by the 2nd Favourite and the 3rd Favourite;
- (2) both Withdrawals and the 2nd Favourite: the Withdrawals will be substituted by the Favourite and the 3rd Favourite.

(d) In the event of three or more Withdrawals: the Favourite in a Leg in which three or more Withdrawals occur will be substituted for each Withdrawal in each pre-Withdrawal Bet Combination in which one of the Withdrawals was selected other than those pre-Withdrawal Bet Combinations which included:

- (1) one of the Withdrawals, the Favourite and not the 2nd Favourite: the Withdrawal will be substituted by the 2nd Favourite;
- (2) one of the Withdrawals, the Favourite and the 2nd Favourite: the Withdrawal will be substituted by the 3rd Favourite.

(e) In the event of three or more Withdrawals: the

Favourite and the 2nd Favourite will be substituted in each pre-Withdrawal Bet Combination in which any two of the Withdrawals were selected other than those pre-Withdrawal Bet Combinations which included:

- (1) two of the Withdrawals and the Favourite: the Withdrawals will be substituted by the 2nd Favourite and the 3rd Favourite;
 - (2) two of the Withdrawals and the 2nd Favourite: the Withdrawals will be substituted by the Favourite and the 3rd Favourite.
- (f) In the event of three or more Withdrawals: the Favourite, the 2nd Favourite and the 3rd Favourite will be substituted in each pre-Withdrawal Bet Combination in which all or any three of the Withdrawals were selected.
- (c) In the event of a Withdrawal(s) in a race included in a Backer's All Up Bet:
- (i) Subject to Rule 3.9(e), the Bet on a Withdrawal in a one-race combination will be refunded.
 - (ii) The Bet on a Withdrawal in a multi-Leg combination will be carried forward to the next Leg.
- (d) Whenever a Withdrawal has been declared, no further Bets of any Bet types including All Up Bets involving the Withdrawal will be accepted.
- (e) In the event of one or more Withdrawals, no Refund will be made to a Composite Win Bet unless either (i) all Starters in the Composite or (ii) all Starters outside the Composite selected by the Backer, have been withdrawn.

3.10 Dead-Heats

- (a) In respect of single Pools, subject to Rules 3.10(a)(i) to

3.10(a)(iv) in the event of a dead-heat the Net Pool will be subdivided into as many parts as there are “winning combinations” which have been backed. Each part will be divided by the number of Unit Bets on the “winning combination” to which it refers.

(i) For Place Betting the allocation of the Net Pool will be made as follows:

2 Place Betting	1st	2nd	3rd
Dead-heat 1st (2 horses)	1/2 each	N/A	N/A
Dead-heat 1st (3 horses)	1/3 each	N/A	N/A
Dead-heat 2nd (2 horses)	1/2	1/4 each	N/A
Dead-heat 2nd (3 horses)	1/2	1/6 each	N/A
3 Place Betting	1st	2nd	3rd
Dead-heat 1st (2 horses)	1/3 each	N/A	1/3
Dead-heat 1st (3 horses)	1/3 each	N/A	N/A
Dead-heat 2nd (2 horses)	1/3	1/3 each	N/A
Dead-heat 2nd (3 horses)	1/3	2/9 each	N/A
Dead-heat 3rd (2 horses)	1/3	1/3	1/6 each
Dead-heat 3rd (3 horses)	1/3	1/3	1/9 each

Dead-heat

1st (2 horses)

3rd (2 horses) 1/3 each N/A 1/6 each

If the number of horses involved in a dead-heat is not specified above, the division of the Net Pool between the “winning combinations” will be made on the same proportional basis set out above.

- (ii) For Quinella Place Betting: the Net Pool will be divided into as many parts as there are “winning combinations” which have been backed. Each part will then be subdivided by the number of Unit Bets on the “winning combination” to which it refers. The allocation of the Net Pool will be made to the “winning combinations” as follows:

(a) Dead-heat 1st

	<u>2 horses dead-heat</u>	<u>3 horses dead-heat</u>
1st & 1st	1/3	1/3 each
1st & 3rd	1/3 each	N/A

(b) Dead-heat 2nd

	<u>2 horses dead-heat</u>	<u>3 horses dead-heat</u>
1st & 2nd	1/3 each	1/6 each
2nd & 2nd	1/3	1/6 each

(c) Dead-heat 3rd

	<u>2 horses dead-heat</u>	<u>3 horses dead-heat</u>
1st & 2nd	1/3	1/3 each
1st & 3rd	2/15 each	2/27 each
2nd & 3rd	2/15 each	2/27 each
3rd & 3rd	2/15 each	2/27 each

(d) Dead-heat 1st and 3rd

	2 horses dead-heat <u>1st & 3rd</u>	2 horses dead-heat 1s and 3 horses <u>dead-heat 3rd</u>
1st & 1st	1/3	1/3
1st & 3rd	2/15 each	2/27 each
3rd & 3rd	2/15 each	2/27 each

If the number of horses involved in a dead-heat is not specified above, the division of the Net Pool between the “winning combinations” will be made on the same proportional basis set out above.

- (iii) No Dividend for the “consolation combination” will be paid if a dead-heat occurs for 1st place in the 2nd Leg of a Double or in the 3rd Leg of a Treble.
- (iv) The following shall apply to Six Up Betting, Double Trio Betting and Triple Trio Betting.
 - (a) Six Up Betting: In the event of a dead-heat for 1st place in any Leg of the Six Up each horse involved shall be deemed to have been placed 1st. In the event of a dead-heat for 2nd each horse involved shall be deemed to have been the only horse to have been placed 2nd.
 - (b) Double Trio Betting and Triple Trio Betting: In the event of a dead-heat for 2nd or 3rd in a Leg the “winning combination” will be:
 - (1) If the dead-heat is for 2nd: each Bet Combination selecting the horse placed 1st and both, or any two of, the horses dead-heating for and placed 2nd; or
 - (2) If the dead-heat is for 3rd: each Bet Combination selecting the horses placed 1st and 2nd with any horse placed 3rd.
 - (c) For Double Trio Betting, Triple Trio Betting and the

Six Win Bonus of Six Up Betting, in the event of a dead-heat, the part of the Net Pool allocated to the “winning combinations” will be divided into as many parts as there are “winning combinations”. Each part will then be divided by the number of Unit Bets on the “winning combination”. Where the total winning amount bet in any “winning combination” is less than the Unit Bet amount, the part of the Net Pool allocated to such “winning combination” will be declared as the Dividend for that “winning combination” and a Backer placing a Flexi Bet Unit (which is less than the Unit Bet amount) or a Partial Unit Bet on such “winning combination” will be paid such proportion of the declared Dividend as the relevant Flexi Bet Unit or Partial Unit Bet (as the case may be) bears to the Unit Bet, and the unpaid balance of the declared Dividend will be credited to the Jackpot Pool. If any of the “winning combinations” in a dead-heat is unbacked, that part of the Net Pool allocated to such “winning combination” will be credited to the Jackpot Pool. If all “winning combinations” in a dead-heat are unbacked, Rule 3.11(a)(x) for Double Trio Betting or Rule 3.11(a)(xi) for Triple Trio Betting or Rule 3.11(a)(xiii) for Six Up Betting will be applied.

- (d) For Triple Trio Betting, in the event of a dead-heat, the part of the Net Pool allocated to the “consolation combinations” will be divided into as many parts as there are “consolation combinations”. Each part will then be divided by the number of Unit Bets on the “consolation combination”. Where the total winning amount bet in any “consolation combination” is less than the Unit Bet amount, the part of the Net Pool allocated to such “consolation combination” will be declared as the Dividend for that “consolation combination” and a Backer placing a Flexi Bet Unit (which is less than the Unit Bet amount) or a Partial Unit Bet on such “consolation combination” will be paid such proportion of the declared Dividend as the relevant Flexi Bet Unit or Partial Unit Bet (as the case may be) bears to the Unit Bet, and the unpaid balance of the declared Dividend will be credited to

the Jackpot Pool. If any of the “consolation combinations” in a dead-heat is unbacked, that part of Net Pool allocated to such “consolation combination(s)” will be credited to the Jackpot Pool. If all “consolation combinations” in a dead-heat are unbacked, Rule 3.11(xi) will be applied.

- (b) In respect of Merged Pools, in the event of a dead-heat, the Dividend for a Winning Bet for a Bet type shall be the amount that would have been paid if there were no dead-heat divided by the number of “winning combinations” involving the horses in the dead-heat which have been backed, multiplied by the number of “winning combinations” in the Winning Bet where the Winning Bet includes more than one winning combination. In the case of a Merged Pool of Win and Composite Win Bets, ‘the number of “winning combinations” involving horses in the dead-heat which have been backed’ in the foregoing formula shall be replaced by ‘the number of horses involved in the dead-heat’.

3.11 Unbacked

- (a) In respect of single Pools, in the event of the “winning combination” being unbacked, the selection listed for each Bet type listed below shall be deemed the “winning combination” eligible for Dividend:
 - (i) Win Betting – 2nd horse or if unbacked the 3rd horse or if also unbacked refund all Bets.
 - (ii) Place Betting – Placed Horses which are backed share the Net Pool and if no Placed Horses are backed, refund all Bets.
 - (iii) Quinella Betting – 1st and 3rd horses or if unbacked 2nd and 3rd horses or if also unbacked refund all Bets.
 - (iv) Quinella Place Betting – “winning combinations” which are backed share the Net Pool and if all “winning combinations” are unbacked refund all Bets.
 - (v) Tierce Betting – 1st, 2nd, 3rd horses selected in any order or if unbacked refund all Bets.

- (vi) Trio Betting – no other combination shall be deemed the “winning combination” eligible for Dividend; refund all Bets.
- (vii) Quartet Betting – 1st, 2nd, 3rd, 4th horses selected in any order or if also unbacked refund all Bets.
- (viii) First 4 Betting – no other combination shall be deemed the “winning combination” eligible for Dividend; refund all Bets.
- (ix) Double Betting – No Dividend for the “consolation combination” will be paid. 1st (1st Leg) & 2nd (2nd Leg) horses, or if unbacked 1st (1st Leg) & 3rd (2nd Leg) horses, or if unbacked 1st horse (1st Leg) and ignore 2nd Leg, or if also unbacked refund all Bets.
- (x) Double Trio Betting – the Jackpot allocated and 50% of the Net Pool shall be credited to the Jackpot Pool and the balance of the Net Pool paid to the 1st, 2nd & 3rd horses in any order in the 1st Leg and ignore 2nd Leg, or if unbacked the entire Net Pool shall be credited to the Jackpot Pool.
- (xi) Triple Trio Betting – If the “winning combination” is unbacked, the Jackpot and the part of the Net Pool allocated to the “winning combination” shall be credited to the Jackpot Pool. If the “consolation combination” is unbacked, the part of the Net Pool allocated to the “consolation combination” shall be paid to the Bets selecting the 1st, 2nd & 3rd horses in any order in the 1st Leg, or if also unbacked, such part of the Net Pool shall be credited to the Jackpot Pool.
- (xii) Treble Betting – No Dividend for the “consolation combination” will be paid. 1st horses in the 1st & 2nd Legs and 2nd horse in the 3rd Leg, or if unbacked 1st horses in the 1st & 2nd Legs and 3rd horse in the 3rd Leg or if unbacked 1st horses in the 1st & 2nd Legs and ignore 3rd Leg, or if also unbacked refund all Bets.
- (xiii) Six Up Betting – 1st or 2nd in the 1st five Legs or if unbacked 1st or 2nd in the 1st four Legs or if also

unbacked credit the Jackpot pool.

- (b) In respect of Merged Pools, in the event of the “winning combination” being unbacked, any Jackpot allocated to the relevant Bet type where the “winning combination” is unbacked shall be credited back to the Jackpot Reserve Pool from which it was deducted and the selection listed for each Bet type listed below shall be deemed the “winning combination” eligible for Dividend:
 - (i) Win Betting – the “winning combination” of Composite Win Bets or if unbacked 2nd horse of Win and/or Composite Win or if also unbacked 3rd horse of Win and/or Composite Win or if still unbacked refund all Bets.
 - (ii) Composite Win Betting – the “winning combination” of Win Bets or if unbacked 2nd horse of Win and/or Composite Win or if also unbacked 3rd horse of Win and/or Composite Win or if still unbacked refund all Bets.
 - (iii) Quartet Betting – the “winning combination” of the first 4 horses (in any order) or if unbacked, refund all Quartet Bets. For the avoidance of doubt, First 4 Bets shall not be eligible to the Quartet Bet Net Pool where Quartet and First 4 form a Merged Pool and where the “winning combination” of Quartet is unbacked.
 - (iv) First 4 Betting – no other combination shall be deemed the “winning combination” eligible for Dividend; refund all First 4 Bets.

3.12 Insufficient Finishers

If, in any race, including any race which is a Leg of a multi-Leg Bet type, there are insufficient Placed Horses to enable a Backer's Bet Combination to qualify as a “winning combination”, Refunds will be made or Dividends declared as follows:

- (a) With respect to single race Pools:

WIN	If no finishers, refund all Bets.
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PLACE	If 2 finishers, pay 2 Place Dividends.
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If 1 finisher, pay 1 Place Dividend.

If no finishers, refund all Bets.

QUINELLA

If 1 finisher, pay all Bets including that horse.

If no finishers, refund all Bets.

QUINELLA PLACE

If 2 finishers, pay all Bets selecting 1st and 2nd.

If 1 finisher, pay all Bets including 1st.

If no finishers, refund all Bets.

TIERCE/TRIO

If less than 3 finishers, refund all Bets.

QUARTET/FIRST 4

If less than 4 finishers, refund all Bets.

(b) With respect to multi-race Pools:

DOUBLE

If no finishers in one Leg pay Bets selecting winner of the other Leg. If no finishers in both Legs, refund all Bets.

No Dividend for the “consolation combination” payable if there are insufficient finishers in either Leg.

DOUBLE TRIO

Jackpot allocated shall be credited back to the Jackpot Pool.

If less than three finishers in one Leg, pay all Bets selecting the 1st, 2nd and 3rd horses in any order in the other Leg.

If less than three finishers in both Legs, refund all Bets.

TREBLE

If no finishers in a Leg, pay winners of Legs where there were finishers.

If no finishers in all Legs, refund all Bets.

No Dividend for the “consolation combination” payable if there are insufficient finishers in any Leg.

TRIPLE TRIO

Jackpot allocated shall be credited back to the Jackpot Pool.

If less than three finishers in one Leg, 100% of the Net Pool shall be paid to Bets selecting the 1st, 2nd and 3rd horses in any order in the other two Legs.

If less than three finishers in two Legs, 100% of the Net Pool shall be paid to Bets selecting the 1st, 2nd and 3rd horses in any order in the remaining Leg.

If less than three finishers in all Legs, refund all Bets.

No Dividend for the “consolation combination” payable if there are insufficient finishers in any Leg.

SIX UP

Jackpot allocated shall be credited back to the Jackpot pool.

If no finisher in any Leg, no Six Win Bonus payable and 100% of the Net Pool shall be paid to the Bets selecting the 1st or 2nd horses in the remaining Legs.

If no finishers in all Legs, refund all Bets.

(c) With respect to Merged Pools:

WIN & COMPOSITE WIN	If no finishers, refund all Bets
QUARTET & FIRST 4	If less than 4 finishers, refund all Bets.

3.13 Field Betting

The Operator may offer a form of Betting known as Field Betting. For the avoidance of any doubt, in the event that one or more additional Declared Starters are added to a race after a Bet on Field Betting is accepted, such Bet shall not include Bet Combinations involving the additional Declared Starter(s) mentioned above.

3.14 Void Race

If a race is declared void, the following Rules shall apply:

- (a) For a single race Pool, Bets will be refunded in full.
- (b) For a multi-race Pool, should all Legs be declared void, Bets will be refunded in full. Should one or more of the Legs be run all Bets will continue valid and the “winning combination” will be the winning selections for the race or races actually run, disregarding the race or races declared void.
- (c) For Merged Pools, Bets will be refunded in full.

3.15 Subsequent Disqualification

- (a) If one or more horses is Disqualified before the Weighed in Signal is displayed, and unless the Stewards otherwise determine prior to the Weighed in Signal being displayed, such Disqualified horse or horses shall be deemed to have finished last.
- (b) The Disqualification of a horse subsequent to display of the Weighed in Signal shall not affect the result declared and the Dividends declared on such result remain valid.
- (c) The Disqualification or Suspension of a Jockey or Trainer subsequent to display of the Weighed in Signal shall not affect the result declared and the Dividends declared on such result remain valid.

4. BETTING ON OVERSEAS RACES

4.1 Conduct of Betting

- (a) The Operator may conduct Betting on an Overseas Race.
- (b) Betting on an Overseas Race shall be regulated by these Rules subject only to the modifications set out in this Rule 4.

4.2 Definitions Applicable to Betting on an Overseas Race

When the Operator conducts Betting on an Overseas Race, the following terms shall have the meaning set against them and to the exclusion, if appropriate, of any corresponding definition in Section 1 of these Rules:

- (a) “Bracket” means the inclusion of two or more Starters in a race under the same Starter Number.
- (b) “Bracketed Starter” means each and all of the Starters in a race allocated the same Starter Number by the Operator.
- (c) “Rules of Racing” in respect of Overseas Races means the rules of racing and instructions by the Stewards of the racing authority under whose authority the Overseas Race is run.
- (d) “Starter” means each horse, including each Bracketed Starter, declared pursuant to the Rules of Racing to start or to standby in a race.
- (e) “Starter Number” means the number which the Operator may decide to allocate to a Starter in an Overseas Race to the exclusion of any number allocated by the racing authority under whose Rules of Racing the race is to be run.
- (f) “Overseas Stewards” means the Stewards of the meeting at which the Overseas Race is run as defined by the applicable Rules of Racing.

In this Rule 4, a Win or Place Bet on a Bracketed Starter or the inclusion of a Bracketed Starter as one of the Backer’s selections for a

Quinella, Tierce or Trio Bet, notwithstanding the additional chances thereby afforded, shall be deemed to be the selection of one horse.

4.3 Race Number

The number to be allocated to each Overseas Race shall be determined by the Club and such allocation shall be to the exclusion of the race number allocated by the racing authority under whose Rules of Racing the Overseas Race is to be run.

4.4 Bracketing

In an Overseas Race in which there are twenty-five or more Starters, the number of Starter Numbers shall nevertheless be limited to no more than twenty-four and the Club shall determine which of the Starters are to be Bracketed Starters and which Starter Number to allocate to the Bracketed Starters.

4.5 Withdrawal of a Bracketed Starter

If one or more, but not all, Starters in the same Bracket is a Withdrawal all Bets shall remain valid, the Backer's selection being deemed to be the remaining Bracketed Starter(s) to the exclusion of the Withdrawal.

4.6 Win Dividend & Bracketed Starters

Win Betting:

- (a) If a Bracketed Starter wins, each Win Bet selecting the requisite Starter Number shall be eligible to participate in the Win Dividend.
- (b) If two or more of the Starters included in the same Bracket dead-heat for 1st, there will be one Win Dividend which will be payable with respect to each Win Bet selecting the Starter Number of the dead-heating Bracketed Starters.
- (c) If a Bracketed Starter dead-heats for 1st with one or more other Starters, the Net Pool available for Win Dividends will be divided into as many equal parts as there are Starters dead-heating for 1st and:
 - (i) one such equal part will be divided among the Win Bets

selecting the Starter Number of the Bracketed Starter dead-heating for 1st; and

- (ii) the other or each of the other such equal parts will be divided among the Win Bets selecting the Starter Number of the other Starter or Starters dead-heating for 1st.
- (d) If both Starters included in the same Bracket dead-heat for 1st with one or more other Starters, the Net Pool available for Win Dividends will be divided into as many equal parts as there are Starters dead-heating for 1st and:
- (i) two such equal parts will be divided among the Win Bets selecting the Starter Number of the Bracketed Starters dead-heating for 1st; and
 - (ii) the other or each of the other such equal parts will be divided among the Win Bets selecting the Starter Number of the other Starter or Starters dead-heating for 1st.
- (e) If both Starters included in the same Bracket dead-heat for 1st with both Starters included in another Bracket, the Net Pool available for Win Dividends will be divided into two equal parts. One such equal part will be divided among the Win Bets selecting the Starter Number of one of the Bracketed Starters dead-heating for 1st and the other among the Win Bets selecting the Starter Number of the other Bracketed Starters dead-heating for 1st.
- (f) If both Starters included in the same Bracket dead-heat for 1st with both Starters included in another Bracket and one or more other Starters, the Net Pool available for Win Dividends will be divided into as many equal parts as there are Starters dead-heating for 1st and:
- (i) two such equal parts will be divided among the Win Bets selecting the Starter Number of one of the Bracketed Starters dead-heating for 1st;
 - (ii) two such equal parts will be divided among the Win Bets selecting the Starter Number of the other Bracketed Starters dead-heating for 1st; and

- (iii) the other or each of the other such equal parts will be divided among the Win Bets selecting the Starter Number of the other Starter or Starters dead-heating for 1st.
- (g) In any race in which there are three or more sets of Bracketed Starters and there is a dead-heat for 1st between some or all of the Starters in three or more of the Brackets, whether with or without another Starter dead-heating for 1st, the principles for payment of Win Dividends will follow the principles set out in this Rule 4.6.

4.7 Place Dividend & Bracketed Starters

Place Betting:

- (a) If a Bracketed Starter is placed 1st, 2nd or 3rd, each Place Bet selecting the Starter Number of that Bracketed Starter shall be eligible to participate in the Place Dividend.
- (b) If the Starters included in the same Bracket are placed 1st and 2nd, 1st and 3rd, 2nd and 3rd, or dead-heat for 1st or 2nd, two-thirds of the Net Pool available for Place Dividends will be divided among the Place Bets selecting that Starter Number and the remaining one-third will be divided among the Place Bets selecting the other placed Starter Number or, in the case of a dead-heat for the other place, Starter Numbers.
- (c) If both Starters included in the same Bracket dead-heat for 1st with one or more other Starters, the Net Pool available for Place Dividends will be divided into as many equal parts as there are Starters dead-heating for 1st. Two such equal parts will be divided among the Place Bets selecting the Starter Number of the Bracketed Starters dead-heating for 1st and the other or each of the other equal parts will be divided among the Place Bets selecting the Starter Number of the other Starter or Starters dead-heating for 1st.
- (d) If both Starters included in the same Bracket dead-heat for 1st with both Starters included in another Bracket, the Net Pool available for Place Dividends will be divided into two equal parts. One such equal part will be divided among the Place Bets selecting the Starter Number of one of the Bracketed Starters dead-heating for 1st and the other part will be divided among the

Place Bets selecting the Starter Number of the other Bracketed Starters dead-heating for 1st.

- (e) If both Starters included in the same Bracket dead-heat for 1st with both Starters included in another Bracket and one or more other Starters, the Net Pool available for Place Dividends will be divided into as many equal parts as there are Starters dead-heating for 1st and:
 - (i) two such equal parts will be divided among the Place Bets selecting the Starter Number of one of the Bracketed Starters dead-heating for 1st;
 - (ii) two such equal parts will be divided among the Place Bets selecting the Starter Number of the other Bracketed Starters dead-heating for 1st; and
 - (iii) the other or each of the other such equal parts will be divided among the Place Bets selecting the Starter Number of the other Starter or Starters dead-heating for 1st.
- (f) If both Starters included in the same Bracket dead-heat for 2nd with one or more other Starters, two-thirds of the Net Pool available for Place Dividends will be divided into as many equal parts as there are Starters dead-heating for 2nd. Two such equal parts will be divided among the Place Bets selecting the Starter Number of the Bracketed Starters dead-heating for 2nd and the other or each of the other equal parts will be divided among the Place Bets selecting the Starter Number of the other Starter or Starters dead-heating for 2nd.
- (g) If both Starters included in the same Bracket dead-heat for 2nd with both Starters included in another Bracket, one half of two-thirds of the Net Pool available for Place Dividends will be divided among the Place Bets selecting the Starter Number of one of the Bracketed Starters dead-heating for 2nd and the other half among the Place Bets selecting the Starter Number of the other Bracketed Starters dead-heating for 2nd.
- (h) If both Starters included in the same Bracket dead-heat for 2nd with both Starters included in another Bracket and one or more other Starters, two-thirds of the Net Pool available for Place

Dividends will be divided into as many equal parts as there are Starters dead-heating for 2nd and:

- (i) two such equal parts will be divided among the Place Bets selecting the Starter Number of one of the Bracketed Starters dead-heating for 2nd;
 - (ii) two such equal parts will be divided among the Place Bets selecting the Starter Number of the other Bracketed Starters dead-heating for 2nd; and
 - (iii) the other or each of the other equal parts will be divided among the Place Bets selecting the Starter Number of the other Starter or Starters dead-heating for 2nd.
- (i) If the Starters included in the same Bracket dead-heat for 3rd, one-third of the Net Pool available for Place Dividends will be divided among the Place Bets selecting the Starter Number of those Bracketed Starters.
- (j) If both Starters included in the same Bracket dead-heat for 3rd with one or more other Starters, one-third of the Net Pool available for Place Dividends will be divided into as many equal parts as there are Starters dead-heating for 3rd. Two such equal parts will be divided among the Place Bets selecting the Starter Number of the Bracketed Starters dead-heating for 3rd and the other or each of the other equal parts will be divided among the Place Bets selecting the Starter Number of the other or each of the other Starter or Starters dead-heating for 3rd.
- (k) If both Starters included in the same Bracket dead-heat for 3rd with both Starters included in another Bracket, one half of one-third of the Net Pool available for Place Dividends will be divided among the Place Bets selecting the Starter Number of one of the Bracketed Starters dead-heating for 3rd and the other half among the Place Bets selecting the Starter Number of the other Bracketed Starters dead-heating for 3rd.
- (l) If both Starters included in the same Bracket dead-heat for 3rd with both Starters included in another Bracket and one or more other Starters, one- third of the Net Pool available for Place Dividends will be divided into as many equal parts as there are Starters dead-heating for 3rd and:

- (i) two such equal parts will be divided among the Place Bets selecting the Starter Number of one of the Bracketed Starters dead-heating for 3rd;
 - (ii) two such equal parts will be divided among the Place Bets selecting the Starter Number of the other Bracketed Starters dead-heating for 3rd; and
 - (iii) the other or each of the other equal parts will be divided among the Place Bets selecting the Starter Number of the other Starter or Starters dead-heating for 3rd.
- (m) In any race in which there are three or more sets of Bracketed Starters and there is a dead-heat between some or all of the Starters in three or more of the Brackets, whether with or without another Starter, the principles for payment of Place Dividends shall follow the principles set out in this Rule 4.7.

4.8 Quinella Dividend & Bracketed Starters

Quinella Betting:

- (a) If two of the Starters in the same Bracket are placed respectively 1st and 2nd or dead-heat for 1st, the Bet Combination of that Starter Number with any other Starter Number will be the “winning combination”.
- (b) If a Bracketed Starter and another Starter dead-heat for 1st, the Bet Combination of the two Starter Numbers will be the “winning combination”.
- (c) If a Bracketed Starter is placed 1st or 2nd, the Bet Combination of its Starter Number with the Starter Number of the Starter placed 2nd or 1st will be the “winning combination”.
- (d) If a Bracketed Starter is placed 1st and the other Starter in the same Bracket dead-heats with one or more other Starters for 2nd, the Net Pool available for Quinella Dividends will be divided into as many equal parts as there are Starters placed 2nd. One such equal part will be divided among the Bet Combinations of the Starter Number of the Starter placed 1st with any other Starter Number and the other such equal part or parts will be

divided among the Bet Combinations of the Starter Number of the Starter placed 1st with the Starter Number or Starter Numbers of the other Starter(s) dead-heating for 2nd. Each Bet Combination which qualifies for more than one of the foregoing Dividends will be paid those Dividends.

- (e) If both Starters in the same Bracket dead-heat for 2nd, the Net Pool available for Quinella Dividends will be divided among the Quinella Bets selecting the Starter Number of the Starter placed 1st and the Starter Number of the Bracketed Starters.
- (f) If both Starters in the same Bracket dead-heat for 2nd with one or more other Starters, the Net Pool available for Quinella Dividends will be divided into as many equal parts as there are Starters dead-heating for 2nd. Two such equal parts will be divided among the Quinella Bets selecting the Starter Number of the Starter placed 1st with the Starter Number of the Bracketed Starters dead-heating for 2nd and the other such equal part or parts will be divided among the Quinella Bets selecting the Starter Number of the Starter placed 1st with the Starter Number of the Starter or Starters dead-heating for 2nd.
- (g) In any race in which there are two or more sets of Bracketed Starters and there is a dead-heat for 1st or 2nd between some or all of the Starters in two or more of the Brackets, the principles for payment of Quinella Dividends shall follow the principles set out in this Rule 4.8.

4.9 Tierce and Trio Dividend & Bracketed Starters

Tierce Betting and Trio Betting: if two or more Starters in the same Bracket are placed 1st and 2nd or 1st and 3rd or 2nd and 3rd or 1st, 2nd and 3rd or dead-heat for 1st or 2nd or 3rd, the following shall apply:

- (a) If a Bracketed Starter is placed 1st or 2nd and some or all of the other Starters in the same Bracket dead-heat for 3rd with another Starter or Starters, the “winning combination(s)” will be the Starter Numbers of the Starters placed 1st and 2nd with the Starter Number(s) of the Starter(s) dead-heating for 3rd other than the Starter(s) in the same Bracket as the Starter placed 1st or 2nd.
- (b) If a Bracketed Starter is placed 1st or 2nd and a Starter in another

Bracket is placed 2nd or 1st and some or all of the other Starters in the same Brackets as the Starters placed 1st and 2nd dead-heat for 3rd with another Starter or Starters, the “winning combination(s)” will be the Starter Number(s) of the Bracketed Starters placed 1st and 2nd with the Starter Number(s) of the Starter(s) dead-heating for 3rd other than the Starter(s) in the same Brackets as the Starters placed 1st and 2nd.

- (c) If a Bracketed Starter dead-heats for 1st with a Starter other than a Starter in the same Bracket and there is a dead-heat for 3rd between one or more of the Starters in the same Bracket as the Starter dead-heating for 1st and another Starter or Starters, the “winning combination(s)” will be the Starter Numbers of the Starters dead-heating for 1st with the Starter Number(s) of the Starter(s) placed 3rd other than the Starters in the same Bracket as the Starter dead-heating for 1st.
- (d) If a Bracketed Starter dead-heats for 1st with a Starter in another Bracket and there is a dead-heat for 3rd between Starters in the same Brackets as the Starters dead-heating for 1st and another Starter or Starters, the “winning combination(s)” will be the Starter Numbers of the Bracketed Starters dead-heating for 1st with the Starter Number(s) of the Starter(s) placed 3rd other than the Starters in the same Brackets as the Starters dead-heating for 1st.
- (e) If one or more Starters in the same Bracket dead-heat for 2nd with one or more other Starters, the “winning combination” will be the Starter Number of the Starter placed 1st, the Starter Number of the Bracketed Starters dead-heating for 2nd and the Starter Number(s) of the other Starter(s) dead-heating for 2nd.
- (f) If one or more Starters in the same Bracket dead-heat for 2nd with one or more Starters in another Bracket, the “winning combination” will be the Starter Number of the Starter placed 1st and the Starter Numbers of the Bracketed Starters dead-heating for 2nd.
- (g) If one or more Starters in the same Bracket dead-heat for 2nd with one or more Starters in another Bracket and one or more other Starters, the “winning combination(s)” will be:
 - (i) the Starter Number of the Starter placed 1st with the

Starter Numbers of the Bracketed Starters dead-heating for 2nd;

- (ii) the Starter Number of the Starter placed 1st with the Starter Number of one of the Bracketed Starters dead-heating for 2nd and the Starter Number of the other Starter or Starters dead-heating for 2nd;
 - (iii) the Starter Number of the Starter placed 1st with the Starter Number of the other Bracketed Starter dead-heating for 2nd and the Starter Number of the other Starter or Starters dead-heating for 2nd; and
 - (iv) the Starter Number of the Starter placed 1st with each permutation of two of the Starter Numbers of the other Starters dead-heating for 2nd.
- (h) If two or more Starters in the same Bracket dead-heat for 3rd and there is no other Starter dead-heating for 3rd, the “winning combination” will be the Starter Numbers of the Starters placed 1st and 2nd and the Starter Number of the Bracketed Starters dead-heating for 3rd.
- (i) If two or more Starters in the same Bracket dead-heat for 3rd with another Starter or Starters the “winning combination(s)” will be:
- (i) the Starter Numbers of the Starters placed 1st and 2nd with the Starter Number of the Bracketed Starters dead-heating for 3rd; and
 - (ii) the Starter Numbers of the Starter placed 1st and 2nd with the Starter Number(s) of each of the other Starter(s) dead-heating for 3rd.
- (j) If one or more Starters in the same Bracket dead-heat for 3rd with one or more Starters in another Bracket, the “winning combination(s)” will be the Starter Numbers of the Starters placed 1st and 2nd with the Starter Numbers of each of the Bracketed Starters dead-heating for 3rd.
- (k) If one or more Starters in the same Bracket dead-heat for 3rd with one or more Starters in another Bracket and one or more

other Starters, the “winning combination(s)” will be:

- (i) the Starter Numbers of the Starters placed 1st and 2nd with the Starter Number of one of the Bracketed Starters dead-heating for 3rd;
 - (ii) the Starter Numbers of the Starters placed 1st and 2nd with the Starter Number of the other Bracketed Starter dead-heating for 3rd; and
 - (iii) the Starter Numbers of the Starters placed 1st and 2nd with the Starter Number of the other Starter or Starters dead-heating for 3rd.
- (l) If the result of a race is not covered by the foregoing provisions of this Rule 4.9, the “winning combination” shall be deemed to have been unbacked and all Bets will be refunded.

4.10 Void Races and Re-runs

- (a) If an Overseas Race is declared void, all Bets will be refunded pursuant to Rule 3.14 notwithstanding the Overseas Stewards order the race to be re-run.
- (b) If an Overseas Race or the Official results thereof are delayed for whatever reason, the Operator may cancel all Betting on that race and all Bets will be refunded pursuant to Rule 3.14.
- (c) If there is a dead-heat in an Overseas Race and the Overseas Stewards order the dead-heaters to re-run the race, such run-off shall be treated as a separate race the result of which shall not affect the Dividend(s) on the original race.

5. FIXED ODDS BETS

5.1 Fixed Odds Betting

- (a) The Operator may decide from time to time to offer the types of Fixed Odds Bets in relation to any race, races or race meeting.
- (b) The Operator may, at its discretion, offer live Betting for any Fixed Odds Bets at any time during any race meeting.
- (c) At the time a Backer places a Fixed Odds Bet, the Operator will indicate where applicable the Fixed Odds by which the stake will be multiplied in the case of a winning selection. The Operator may change the Fixed Odds for a particular Bet type at any time.
- (d) Subject to Rule 2.20(b), the Fixed Odds recorded for each Bet in the Operator's Official Record shall be the odds for Dividend calculation for the relevant Bet.
- (e) Subject to Rule 2.20(b), neither the Operator nor the Backer may change the Fixed Odds recorded for a Valid Bet irrespective of subsequent Fixed Odds changes.
- (f) In the event of a dead-heat for the winning selection of a particular Fixed Odds Bet type, the stake money on a winning selection will be divided into as many equal parts as the number of selections involved in the dead-heat. Dividend will be calculated by multiplying one part of the stake money with the relevant Fixed Odds, with the remainder of the stake money treated as Losing Bets.

5.2 Jockey Challenge

- (a) Form of Betting
 - (i) A Backer may bet on the Jockey who will collect the most Jockey Challenge Points at a race meeting. The following selections will be available:
 - (a) A Named Jockey; or

(b) Other Jockeys.

- (ii) Subject to Rule 5.2(a)(iii) and Rule 5.2(a)(iv), Jockey Challenge Points are assigned to the Jockeys actually riding the 1st, 2nd and 3rd horses, as the case may be, on their Scheduled Rides at a race meeting, as follows:

Jockey actually riding the 1st horse on his Scheduled Ride: 12 points

Jockey actually riding the 2nd horse on his Scheduled Ride: 6 points

Jockey actually riding the 3rd horse on his Scheduled Ride: 4 points.

- (iii) In the event of a dead-heat in a race, the Jockey Challenge Points to be assigned to the Jockeys actually riding the 1st, 2nd and 3rd horses, as the case may be, in that race as a Scheduled Ride shall be as follows:

	1st	2nd	3rd
Dead-heat 1st (2 horses)	9 each	N/A	4
Dead-heat 1st (3 horses)	7.3 each	N/A	N/A
Dead-heat 2nd (2 horses)	12	5 each	N/A
Dead-heat 2nd (3 horses)	12	3.3 each	N/A
Dead-heat 3rd (2 horses)	12	6	2 each

Dead-heat 3rd (3 horses)	12	6	1.3 each
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Dead-heat 1st (2 horses)	9	N/A	2
3rd (2 horses)	each		each

If the number of horses involved in a dead-heat is not specified above, the Jockey Challenge Points assigned to the Jockeys actually riding the 1st, 2nd and 3rd horses on their Scheduled Rides will be made on the same proportional basis set out above.

- (iv) For the avoidance of doubt, Jockey Challenge Points will not be assigned to: (i) any Jockey engaged to ride, but not actually riding, the 1st, 2nd or 3rd horse in a nominated race; and/or (ii) any Jockey actually riding the 1st, 2nd or 3rd horse in a nominated race but the ride is not one of the Jockey's Scheduled Rides.

(b) Dividend Qualification

- (i) Subject to Rule 5.2(b)(iii), a selection by a Backer of a Named Jockey in a Jockey Challenge Bet will qualify for a Dividend when the Named Jockey selected by the Backer has collected the most Jockey Challenge Points at a race meeting.
- (ii) Subject to Rule 5.2(b)(iii), a selection by a Backer of Other Jockeys in a Jockey Challenge Bet will qualify for a Dividend when an individual Jockey other than a Named Jockey has collected the most Jockey Challenge Points at a race meeting.
- (iii) In the event that, at a race meeting, where none of the nominated races is a Void Race, there is more than one Jockey who has collected the most Jockey Challenge Points, then the first four places occupied by horses actually ridden by such Jockeys on their Scheduled Rides at the relevant race meeting shall be considered, in determining which Jockey has collected the most Jockey Challenge Points for the purpose of Rule 5.2(b)(i) and

Rule 5.2(b)(ii).

Where more than one Jockey has collected the most Jockey Challenge Points at a race meeting, the Jockey who has ridden the most number of 1st horses on his Scheduled Rides will be considered as having collected the most Jockey Challenge Points. If there is more than one Jockey riding the most number of 1st horses on their Scheduled Rides, then, of these Jockeys, the Jockey who has ridden the most number of 2nd horses on his Scheduled Rides will be considered as having collected the most Jockey Challenge Points. If there is more than one Jockey riding the most number of 1st and 2nd horses on their Scheduled Rides, then, of these Jockeys, the Jockey who has ridden the most number of 3rd horses on his Scheduled Rides will be considered as having collected the most Jockey Challenge Points. If there is more than one Jockey riding the most number of 1st, 2nd and 3rd horses on their Scheduled Rides, then, of these Jockeys, the Jockey who has ridden the most number of 4th horses on his Scheduled Rides will be considered as having collected the most Jockey Challenge Points.

In the event it is not possible to determine one final Jockey as having collected the most Jockey Challenge Points pursuant to the aforementioned paragraph in this Rule 5.2(b)(iii), then the winning selection for the Jockey Challenge Bet at the relevant race meeting will be treated as a dead-heat, and the Operator shall perform the Dividend calculation in accordance with Rule 5.1(f).

- (iv) If a Named Jockey does not actually ride any of his Scheduled Rides at a race meeting, and, at the time of announcement by the Club and/or the Operator of the same, the Fixed Odds set by the Operator in respect of the Named Jockey is equal to or less than 5.0, all Jockey Challenge Bets placed relating to that race meeting will be refunded.
- (v) If a Named Jockey does not actually ride any of his Scheduled Rides at a race meeting, and, at the time of announcement by the Club and/or the Operator of the same, the Fixed Odds set by the Operator in respect of the

Named Jockey is greater than 5.0, all Jockey Challenge Bets on that Named Jockey will be refunded. All Jockey Challenge Bets on other Named Jockeys or on Other Jockeys shall stand and be unaffected.

- (vi) Subject to Rule 5.2(b)(iv) and Rule 5.2(b)(v), if a horse ridden by a Jockey in a particular race at a race meeting is declared a non-runner in accordance with the Rules of Racing, that Jockey shall, for the purpose of this Rule, be considered not to have actually ridden in that race. For the avoidance of doubt, all Jockey Challenge Bets on that Jockey (whether as a Named Jockey or as an Other Jockey) shall continue to stand and be unaffected.
- (vii) Where a Jockey actually rides one or more of his Scheduled Rides at a race meeting, all Jockey Challenge Bets on that Jockey (whether as a Named Jockey or as an Other Jockey) shall stand and be unaffected, notwithstanding (without limitation) the following events:
 - (a) the Jockey is Disqualified prior to the display of the Weighed in Signal for that nominated race or other race at the race meeting; or
 - (b) the Jockey is suspended from riding any of the subsequent race(s) at the race meeting; or
 - (c) the Jockey is substituted for whatever reason in any of the subsequent race(s) at the race meeting.
- (viii) Subject always to Rule 5.2(b)(iv) and Rule 5.2(b)(v), in the event a nominated race at a race meeting becomes a Void Race, all Jockey Challenge Bets placed relating to that race meeting will be refunded, unless, at the time the relevant nominated race becomes a Void Race, one individual Jockey has collected the most Jockey Challenge Points in accordance with Rule 5.2(a)(ii), Rule 5.2(a)(iii) and Rule 5.2(a)(iv), and no other Jockey could have collected more Jockey Challenge Points even if all the nominated races at that race meeting had been completed. In such circumstances:
 - (a) a selection by a Backer of a Named Jockey will

qualify for a Dividend when the Named Jockey is the individual Jockey with the most Jockey Challenge Points referred to in this Rule 5.2(b)(viii);

- (b) a selection by a Backer of Other Jockeys will qualify for a Dividend when the individual Jockey with the most Jockey Challenge Points referred to in this Rule 5.2(b)(viii) is not a Named Jockey; and
- (c) all other Jockey Challenge Bets placed and standing in relation to that race meeting shall be treated as Losing Bets.

ILLUSTRATION: DIVIDEND CALCULATION SINGLE RACE POOLS

Pool	Dividend Qualification	Withdrawals	Dead Heat	Unbacked	Insufficient Starters	Insufficient Finishers	Void Races
Win (Unit Bet \$10)	1st in a race.	Refund.	Net Pool shared between horses in dead-heat for 1st place.	Pay 2nd or if unbacked pay 3rd or if also unbacked refund.	If there are less than 2 Starters, the Pool will be terminated.	If no finisher, refund.	Refund.
Place (Unit Bet \$10)	At the commencement of betting: 1st, 2nd or 3rd in a race of 7 or more Declared Starters, 1st, 2nd in a race of 4, 5 or 6 Declared Starters.	Refund.	Net Pool shared between horses in a dead-heat for Place but where there are additional horses eligible for Dividend, the Net Pool will be shared proportionally.	Share Net Pool amongst Placed Horses backed. If no Placed Horses are backed, refund all Bets.	(3 Dividends) If there are less than 4 Starters, the Pool will be terminated. (2 Dividends) If there are less than 3 Starters, the Pool will be terminated.	2 finishers – pay 1st & 2nd. 1 finisher – pay 1st. No finisher – refund.	Refund.
Quinella (Unit Bet \$10)	1st & 2nd in either order.	Refund.	Net Pool shared between “winning combinations”.	Pay 1st & 3rd or if unbacked pay 2nd & 3rd or if also unbacked refund.	If there are less than 3 Starters, the Pool will be terminated.	1 finisher – pay 1st. No finisher – refund.	Refund.
Quinella Place (Unit Bet \$10)	Selecting any two of the first three Placed Horses in any finishing order.	Refund.	Net Pool shared between “winning combinations”, but where there are additional “winning combinations” eligible for Dividend, the Net Pool will be shared proportionally.	Share Net Pool amongst “winning combinations” backed. If all “winning combinations” are unbacked, refund all Bets.	If there are less than 7 Starters, the Pool will be terminated.	2 finishers – pay 1st & 2nd. 1 finisher – pay 1st. No finisher – refund.	Refund.
Tierce (Unit Bet \$10)	1st, 2nd & 3rd in correct order.	Refund affected combinations, other Bets stand.	Net Pool shared between “winning combinations”.	Pay first three Placed Horses in any order or if unbacked refund.	If there are less than 3 Starters, the Pool will be terminated.	If less than 3 finishers, refund.	Refund.
Trio (Unit Bet \$10)	1st, 2nd & 3rd in any order.	Refund affected combinations, other Bets stand.	Net Pool shared between “winning combinations”.	Refund.	If there are less than 5 Starters, the Pool will be terminated.	If less than 3 finishers, refund.	Refund.
Quartet (Unit Bet \$10)	1st, 2nd, 3rd & 4th in correct order.	Refund affected combinations, other Bets stand.	Net Pool shared between “winning combinations”.	Pay first four Placed Horses in any order or if unbacked refund.	If there are less than 6 Starters, the Pool will be terminated.	If less than 4 finishers, refund.	Refund.
First 4 (Unit Bet \$10)	1st, 2nd, 3rd & 4th in any order.	Refund affected combinations, other Bets stand.	Net Pool shared between “winning combinations”.	Refund.	If there are less than 6 Starters, the Pool will be terminated.	If less than 4 finishers, refund.	Refund.

ILLUSTRATION: DIVIDEND CALCULATION MULTI-RACE POOLS

Pool	Dividend Qualification	Withdrawals	Dead Heat	Unbacked	Insufficient Starters	Insufficient Finishers	Void Races
Double (Unit Bet \$10)	1st in both Legs.	Substitute Favourite for each withdrawn horse notwithstanding prior selection of Favourite.	85% of the Net Pool shared between "winning combinations". If dead-heat 1st occurs in the second Leg, the entire Net Pool shall be shared between the "winning combinations" and no Dividend for "consolation combination".	Pay 1st & 2nd, then 1st & 3rd, then 1st & any selection, then refund.	If there are less than 2 Starters in both Legs, the Pool will be terminated.	If no finisher in a Leg pay winner of other Leg or if no finisher in both Legs, refund.	Both races void refund. 1 race void pay as a Win Bet on 1 Leg.
Consolation	1st in first Leg & 2nd in second Leg.	As above.	15% of the Net Pool shared between "consolation combinations".	No Dividend for "consolation combination" payable.	As above.	No Dividend for "consolation combination" payable.	No Dividend for "consolation combination" payable.
Treble (Unit Bet \$10)	1st in the three Legs.	Substitute Favourite for each withdrawn horse notwithstanding prior selection of Favourite.	85% of the Net Pool shared between "winning combinations". If dead-heat 1st occurs in the third Leg, the entire Net Pool shall be shared between the "winning combinations" and no Dividend for "consolation combination".	Pay 1st in first and second Legs & 2nd in third Leg, then pay 1st in first and second Legs & 3rd in third Leg, then 1st in first and second Legs & any selection in third Leg, or if unbacked, refund.	If there are less than 2 Starters in all Legs, the Pool will be terminated. If there are insufficient Starters in a Leg, pay 1st in each remaining Legs.	If no finisher in all Legs, refund. If no finisher in a Leg, pay winners of Legs where there were finishers.	All races void, refund. 2 races void, pay 1st in remaining Leg. 1 race void, pay 1st in each remaining Legs.
Consolation	1st in first two Legs & 2nd in third Leg.	As above	15% of the Net Pool shared between "consolation combinations".	No Dividend for "consolation combination" payable.	If there are insufficient Starters in any Leg, no Dividend for "consolation combination" payable.	If there are insufficient finishers in any Leg, no Dividend for "consolation combination" payable.	If there is a void race in any Leg, no Dividend for "consolation combination" payable.

ILLUSTRATION: DIVIDEND CALCULATION MULTI-RACE POOLS

Pool	Dividend Qualification	Total Winning Amount Bet Less Than One Unit Bet (\$10)	Withdrawals	Dead Heat	Unbacked	Insufficient Starters	Insufficient Finishers	Void Races	Jackpot Pool/Jackpot
Double Trio (Unit Bet \$10)	1st, 2nd & 3rd in any order in both Legs.	If the total winning amount bet is less than one Unit Bet amount in a "winning combination", the Net Pool will be declared as the Dividend. The Backer of the "winning combination" will be paid such part of the Dividend as the Partial Unit Bet bears to the Unit Bet. The remaining balance of the Dividend shall be credited to the Jackpot Pool.	For each Bet combination, one withdrawal substitute the Favourite, or 2nd Favourite if the Favourite is already a selection, or 3rd Favourite if both 1st & 2nd Favourites are already the selections. Two withdrawals substitute the Favourite & 2nd Favourite, or the 2nd Favourite & 3rd Favourite or the Favourite & 3rd Favourite as the case may be if the Favourite or 2nd Favourite is already a selection. Three withdrawals substitute the Favourite, 2nd Favourite & 3rd Favourite.	Net Pool shared between "winning combinations". If any of the dead-heat "winning combinations" is unbacked, the part of the Net Pool attributed to the unbacked "winning combination(s)" shall be credited to the Jackpot Pool. If none of the dead-heat "winning combinations" are backed, the "Unbacked" provisions will apply.	Jackpot allocated shall be credited back to the Jackpot Pool. 50% of the Net Pool shall be credited to the Jackpot Pool and balance of the Net Pool paid to the 1st, 2nd & 3rd horses in any order in 1st Leg and ignore 2nd Leg or if unbacked the entire Net Pool shall be credited to the Jackpot Pool.	If there are less than 4 Starters in any Leg, Jackpot allocated shall be credited back to the Jackpot Pool. If there are less than 4 Starters in both Legs, the Pool will be terminated.	Jackpot allocated shall be credited back to the Jackpot Pool. If less than 3 finishers in one Leg, pay 1st, 2nd & 3rd horses in any order in the other Leg. If less than 3 finishers in both Legs, refund.	Jackpot allocated shall be credited back to the Jackpot Pool. 1 Leg void, pay 1st, 2nd & 3rd horses in any order in the other Leg. Both races void, refund.	Jackpot from the Jackpot Pool allocated to such subsequent day or night meeting as decided by the Club. The Club shall determine the size of the Jackpot or the period of time the Jackpot Pool may be carried forward.

ILLUSTRATION: DIVIDEND CALCULATION MULTI-RACE POOLS

Pool	Dividend Qualification	Total Winning Amount Bet Less Than One Unit Bet (\$10)	Withdrawals	Dead Heat	Unbacked	Insufficient Starters	Insufficient Finishers	Void Races	Jackpot Pool/Jackpot
Triple Trio (Unit Bet \$10)	1st, 2nd & 3rd in any order in the three Legs.	If the total winning amount bet is less than one Unit Bet amount in a "winning combination", the part of the Net Pool allocated to such "winning combination" will be declared as the Dividend. The Backer of such "winning combination" will be paid such part of the Dividend as the Partial Unit Bet bears to the Unit Bet. The remaining balance of the Dividend shall be credited to the Jackpot Pool.	For each Bet combination, one withdrawal substitute the Favourite, or 2nd Favourite if the Favourite is already a selection, or 3rd Favourite if both 1st & 2nd Favourites are already the selections. Two withdrawals substitute the Favourite & 2nd Favourite, or the 2nd Favourite & 3rd Favourite or the Favourite & 3rd Favourite as the case may be if the Favourite or 2nd Favourite is already a selection. Three withdrawals substitute the Favourite, 2nd Favourite & 3rd Favourite.	85% of the Net Pool shared between "winning combinations". If any of the dead-heat "winning combinations" is unbacked, the part of the Net Pool attributed to the unbacked "winning combination(s)" shall be credited to the Jackpot Pool. If none of the dead-heat "winning combinations" are backed, the "Unbacked" provisions will apply.	The Jackpot allocated and the 85% of the Net Pool shall be credited to the Jackpot Pool.	Jackpot allocated shall be credited back to the Jackpot Pool. If there are less than 4 Starters in all Legs, the Pool will be terminated. If there are less than 4 Starters in two Legs, 100% of the Net Pool shall be paid to the 1st, 2nd & 3rd horses in any order in the remaining Leg. If there are less than 4 Starters in one Leg, 100% of the Net Pool shall be paid to the 1st, 2nd & 3rd horses in any order in the other two Legs.	Jackpot allocated shall be credited back to the Jackpot Pool. If less than 3 finishers in all Legs, refund. If less than 3 finishers in two Legs, 100% of the Net Pool shall be paid to the 1st, 2nd & 3rd horses in any order in the remaining Leg. If less than 3 finishers in one Leg, 100% of the Net Pool shall be paid to the 1st, 2nd & 3rd horses in any order in the other two Legs.	Jackpot allocated shall be credited back to the Jackpot Pool. All races void, refund. Two Legs void, 100% of the Net Pool shall be paid to the 1st, 2nd & 3rd horses in any order in the remaining Leg. One Leg void, 100% of the Net Pool shall be paid to the 1st, 2nd & 3rd horses in any order in the other two Legs.	The Jackpot from the Jackpot Pool allocated to such subsequent day or night meeting as decided by the Club. The Club shall determine the size of the Jackpot or the period of time the Jackpot Pool may be carried forward.

ILLUSTRATION: DIVIDEND CALCULATION MULTI-RACE POOLS

Pool	Dividend Qualification	Total Winning Amount Bet Less Than One Unit Bet (\$10)	Withdrawals	Dead Heat	Unbacked	Insufficient Starters	Insufficient Finishers	Void Races
Triple Trio Consolation	1st, 2nd & 3rd in any order in first two Legs.	If the total winning amount bet is less than one Unit Bet amount in a "consolation combination", the part of the Net Pool allocated to such "consolation combination" will be declared as the Dividend. The Backer of such "consolation combination" will be paid such part of the Dividend as the Partial Unit Bet bears to the Unit Bet. The remaining balance of the Dividend shall be credited to the Jackpot Pool.	For each Bet combination, one withdrawal substitute the Favourite, or 2nd Favourite if the Favourite is already a selection, or 3rd Favourite if both 1st & 2nd Favourites are already the selections. Two withdrawals substitute the Favourite & 2nd Favourite, or the 2nd Favourite & 3rd Favourite or the Favourite & 3rd Favourite as the case may be if the Favourite or 2nd Favourite is already a selection. Three withdrawals substitute the Favourite, 2nd Favourite & 3rd Favourite.	15% of the Net Pool shared between "consolation combinations". If any of the dead heat "consolation combinations" is unbacked, the part of the Net Pool attributed to the unbacked "consolation combination(s)" shall be credited to the Jackpot Pool. If none of the dead heat "consolation combinations" are backed, the "Unbacked" provisions will apply.	15% of the Net Pool shall be paid to the 1st, 2nd & 3rd horses in any order in first Leg and ignore second leg, or if also unbacked 15% of the Net Pool shall be credited to the Jackpot Pool.	No Dividend for "consolation combination" payable.	No Dividend for "consolation combination" payable.	No Dividend for "consolation combination" payable.

ILLUSTRATION: DIVIDEND CALCULATION MULTI-RACE POOLS

Pool	Dividend Qualification	Total Winning Amount Bet Less Than One Unit Bet (\$10)	Withdrawals	Dead Heat	Unbacked	Insufficient Starters	Insufficient Finishers	Void Races
Six Up (Unit Bet \$10)	1st or 2nd in each of the Legs nominated to comprise the Six Up.	If the total winning amount bet is less than one Unit Bet amount in a “winning combination”, the part of the Net Pool allocated to such “winning combination” will be declared as the Dividend. The Backer of such “winning combination” will be paid such part of the Dividend as the Partial Unit Bet bears to the Unit Bet. The remaining balance of the Dividend shall be credited to the Jackpot Pool.	Substitute each withdrawn horse with the Favourite.	Any horse dead-heating for 1st or 2nd place will be considered as forming part of “winning combination” but no subdivision of that part of the Net Pool allocated will be made.	Pay 50% of the Net Pool to 1st or 2nd horses in first five Legs, or if unbacked, pay 1st or 2nd horses in first four Legs, or if also unbacked, credit the 50% of the Net Pool to the Jackpot Pool.	If less than 3 Starters in all Legs, the Pool will be terminated. If less than 2 Starters in any Leg, pay 100% of the Net Pool to 1st or 2nd horses in remaining Legs.	If no finisher in all Legs, refund. If no finisher in any Leg, pay 100% of the Net Pool to the 1st or 2nd horses in remaining Legs.	All races void, refund. Any Leg voids, pay 100% of the Net Pool to the 1st or 2nd horses in remaining Legs.

ILLUSTRATION: DIVIDEND CALCULATION MULTI-RACE POOLS

Pool	Dividend Qualification	Total Winning Amount Bet Less Than One Unit Bet (\$10)	Withdrawals	Dead Heat	Unbacked	Insufficient Starters	Insufficient Finishers	Void Races	Jackpot Pool/Jackpot
Six Up Six Win Bonus	1st in each of the Legs nominated to comprise the Six Up.	If the total winning amount bet is less than one Unit Bet amount in a "winning combination", the part of the Net Pool allocated to such "winning combination" will be declared as the Dividend. The Backer of such "winning combination" will be paid such part of the Dividend as the Partial Unit Bet bears to the Unit Bet. The remaining balance of the Dividend shall be credited to the Jackpot Pool.	Substitute each withdrawn horse with the Favourite.	<p>50% of the Net Pool shared between "winning combinations".</p> <p>If any of the dead-heat "winning combinations" is unbacked, credit the part of the Net Pool attributed to the unbacked "winning combination(s)" to the Jackpot Pool.</p> <p>If none of the dead-heat "winning combinations" are backed, apply the "Unbacked" provisions.</p>	<p>Credit Jackpot allocated to the Six Win Bonus back to the Jackpot Pool.</p> <p>Credit 50% of the Net Pool attributed to the Six Win Bonus to the Jackpot Pool.</p>	<p>Credit Jackpot allocated to the Six Win Bonus back to the Jackpot Pool.</p> <p>If less than 2 Starters in any Leg, no Dividend for "Six Win Bonus combination"</p>	<p>Credit Jackpot allocated to the Six Win Bonus back to the Jackpot Pool.</p> <p>If no finisher in any Leg, no Dividend for "Six Win Bonus combination"</p>	<p>Credit Jackpot allocated to the Six Win Bonus back to the Jackpot Pool.</p> <p>If any Leg void, no Dividend for "Six Win Bonus combination"</p>	The Club shall decide which day or night meeting to allocate a Jackpot from the Jackpot Pool or the size of the Jackpot or the period of time the Jackpot Pool may be carried forward.

ILLUSTRATION: DIVIDEND CALCULATION

MERGED POOLS

Merged Pool	Dividend Qualification	Withdrawals	Dead Heat	Unbacked	Insufficient Starters	Insufficient Finishers	Void Races
Win (Unit Bet \$10) & Composite Win (Unit Bet \$10)	Win - 1st in a race Composite Win - Composite which has the 1 st horse in a race	Win - Refund Composite Win - Either (i) all Starters in the same Composite or (ii) all Starters outside the Composite selected by the Backer, have been withdrawn - Refund.	Both Win & Composite Win - Dividend for a Winning Bet shall be the amount that would have been paid if there were no dead-heat divided by the number of horses involved in the dead-heat which have been backed, multiplied by the number of "winning combinations" in the Winning Bet where the Winning Bet includes more than one winning combination.	Win - The "winning combination" of Composite Win Bets or if unbacked 2 nd horse of Win and/or Composite Win or if also unbacked 3 rd horse of Win and/or Composite Win or if still unbacked, refund all Win Bets. Composite Win - The "winning combination" of Win Bets or if unbacked 2 nd horse of Win and/or Composite Win or if also unbacked 3 rd horse of Win and/or Composite Win or if still unbacked, refund all Composite Win Bets.	Win - If there are less than 2 Starters, refund all Win Bets. Composite Win - If there are less than 7 Starters or there remains only 1 Composite with Starters and there is no other Starter outside the Composite, refund all Composite Win Bets.	Both Win & Composite Win - If no finisher, refund all Win & Composite Win Bets.	Both Win & Composite Win - Refund all Win & Composite Win Bets

ILLUSTRATION: DIVIDEND CALCULATION

MERGED POOLS

Merged Pool	Dividend Qualification	Withdrawals	Dead Heat	Unbacked	Insufficient Starters	Insufficient Finishers	Void Races
<p>Quartet (Unit Bet \$10) & First 4 (Unit Bet \$10)</p>	<p>Quartet - 1st, 2nd, 3rd & 4th in correct order.</p> <p>First 4 - 1st, 2nd, 3rd & 4th in any order.</p>	<p>Both Quartet & First 4 - Refund affected combinations, other Bets stand.</p>	<p>Both Quartet & First 4 - Dividend for a Winning Bet shall be the amount that would have been paid if there were no dead-heat divided by the number of “winning combinations” involving the horses in the dead-heat which have been backed, multiplied by the number of “winning combinations” in the Winning Bet where the Winning Bet includes more than one winning combination.</p> <p>The total amount of the Jackpot allocated shall be paid even if any of the “winning combinations” in a dead-heat is unbacked.</p>	<p>Quartet - The “winning combination” of the first 4 horses (in any order) or if still unbacked, refund all Quartet Bets. For the avoidance of doubt, First 4 Bets shall not be eligible to the Quartet Bet Net Pool where Quartet and First 4 form a Merged Pool and where the “winning combination” of Quartet is unbacked.</p> <p>First 4 - Refund all First 4 Bets.</p> <p>In the event that a Jackpot has been allocated and is to be aggregated (such allocation and aggregation to be made to the respective Net Pools forming the Quartet & First 4 Merged Pool in proportion to the total money value in each of those Net Pools or in such proportion as may be determined by the Operator), the “winning combination” is unbacked, the Jackpot (or the relevant proportion thereof) shall not be aggregated with that Quartet & First 4 Merged Pool but will be credited back to the Jackpot Reserve Pool from which it was deducted.</p>	<p>Both Quartet & First 4 - If there are less than 6 Starters, refund all Quartet & First 4 Bets.</p> <p>In the event that a Jackpot has been allocated and is to be aggregated, there are insufficient Starters, the Jackpot shall not be aggregated with that Quartet & First 4 Merged Pool but will be credited back to the Jackpot Reserve Pool from which it was deducted.</p>	<p>Both Quartet & First 4 - If less than 4 finishers, refund all Quartet & First 4 Bets.</p> <p>In the event that a Jackpot has been allocated and is to be aggregated, there are insufficient finishers, the Jackpot shall not be aggregated with that Quartet & First 4 Merged Pool but will be credited back to the Jackpot Reserve Pool from which it was deducted.</p>	<p>Both Quartet & First 4 -Refund all Quartet & First 4 Bets.</p> <p>In the event that a Jackpot has been allocated and is to be aggregated, there is a Void Race, the Jackpot shall not be aggregated with that Quartet & First 4 Merged Pool but will be credited back to the Jackpot Reserve Pool from which it was deducted.</p>

The Hong Kong Jockey Club

BETTING FACILITIES RULES

The Club may provide certain Facilities to Operators who are authorised by or under the laws of Hong Kong to respectively conduct Betting on horse races, football matches and Lotteries in Hong Kong. These Rules have been made by the Stewards of the Jockey Club in accordance with the Club's Memorandum of Association to govern the provision of the Facilities.

These Rules may be amended from time to time by the Stewards of the Jockey Club and such amendments will become effective upon approval thereof by the Stewards of the Jockey Club and shall be binding upon all Backers and Operators who utilise the Facilities in connection with any Betting Activities.

A notice advising of amendments to these Rules and/or declarations made pursuant to these Rules will be posted on the notice boards at the Club's Headquarters and at the Club's website and no further notice will be given. A copy of these Rules is available for inspection on request at the Club's Headquarters and at the Betting Locations, and for study at the Club's website.

All Backers and Operators are deemed to have made themselves acquainted with and to have agreed to accept and be bound by these Rules and all amendments thereto.

These Rules are available in both Chinese and English versions. In the event of any inconsistency between the two versions, the English language version shall prevail.

1. DEFINITIONS

1.1 In these Rules (formerly known as or referred to as the Betting Rules):

“Backer” means any person who places a Bet. For the avoidance of doubt, the definition of Backer includes a Participant.

“Bet” means a bet for Betting on horse races or football matches or an entry for a Lottery which is placed with an Operator via the Facilities and includes, as the case may be, reference to :

- (a) a Bet as defined in the Horse Race Betting Rules;
- (b) a Football Bet as defined in the Football Betting Rules; and/or
- (c) an Entry as defined in the Lotteries Rules.

“Betting” is descriptive of a system by which a Backer may submit a Bet. For the avoidance of doubt, Betting includes a system by which a Participant may tender an Entry.

“Betting Account” means an account which the Club arranges for opening or maintaining for a Backer to enable the Backer to place Bets through the Facilities.

“Betting Activities” mean collectively lawful Betting connected with horse races, football matches and Lotteries conducted by the Operators in Hong Kong.

“Betting Locations” means the Club's Shatin and Happy Valley racecourses and off-site betting centres and such other locations for Betting as may be approved by an Operator from time to time. Where the context permits, the definition shall include the Club's official website and those websites approved or operated by an Operator which allow for Internet Betting under these Rules.

“Betting Terminal” means the equipment which issues and/or processes a Betting Ticket, Bet or Cash Voucher.

“Betting Ticket” means a physical ticket issued to a Backer having been

duly validated by a Betting Terminal; and for Telephone Betting, Electronic Shroff Card, Customer Input Terminal, Internet Facility or any other means utilised by an Operator, where no physical tickets are issued, the part of the Official Record detailing a specific Bet shall be the Betting Ticket. For the avoidance of doubt, the definition of "Betting Ticket" includes a Lottery Ticket as defined in the Lotteries Rules.

"Cash" means notes or coins in the Hong Kong currency.

"Cash Voucher" means a voucher issued by the Club recording an amount of money held by the Club for order of the holder of the voucher which may be used, in accordance with these Rules, for Betting with the Operators or for encashment by the Club.

"Club" means The Hong Kong Jockey Club.

"Club's Headquarters" means the Club's premises situated at No. 1 Sports Road, Happy Valley, Hong Kong.

"Computer Record" means the record or records produced by the computer system utilised by an Operator.

"Customer Input Terminal" means the equipment owned or leased by the Club or the equipment of a third party approved by the Club and issued, for the purposes of facilitating a Bet, to a Betting Account holder to enable the Betting Account holder to use the Facility provided by the Club and the services offered by an Operator as described in Rule 5.

"Defaced Cash Voucher" means any Cash Voucher which has either been torn, damaged or defaced in such a way that in the Club's opinion the information recorded thereon cannot be deciphered.

"Defaced Ticket" means any physical Betting Ticket which has either been torn, damaged or defaced in such a way that in the Club's opinion the information recorded thereon cannot be deciphered.

"Dividend" includes reference to:

- (a) Dividend as defined in the Horse Race Betting Rules;

- (b) Dividend as defined in the Football Betting Rules; and/or
- (c) Prize as defined in the Lotteries Rules.

“Echo” means the verbal repeat of a Bet by a Staff to a Backer at the time of the Backer making a Bet verbally using Telephone Betting as recorded in the Club's voice recording system;

“Electronic Funds Transfer” means the transfer of funds electronically using the Electronic Funds Transfer Terminal.

“Electronic Funds Transfer Terminal” means the equipment and programs owned or leased by the Club or the equipment of a third party approved by the Club which enables a person to use the Facility provided by the Club and the services offered by an Operator as described in Rule 6.

“Electronic Shroff Card” or “the Card” means a card issued by the Club to a Betting Account holder which enables the Betting Account holder to use the Facility provided by the Club and the services offered by an Operator as described in Rule 8.

“Entry” shall have the meaning as defined in the Lotteries Rules.

“Facilities” means those equipment, network or system which may be provided by the Club pursuant to these Rules to facilitate the placing of Bets with the Operators, including all related services as may be provided by the Club. Where the context permits, the Facilities shall include the Betting Locations.

“Football Betting Rules” means those rules which are made and may be amended from time to time by the Board of Directors of HKJC Football Betting Limited to govern the conduct of Betting on football matches.

“Hong Kong” means the Hong Kong Special Administrative Region of the People's Republic of China.

“Horse Race Betting Rules” means those rules which are made and may be amended from time to time by the Board of Directors of HKJC Horse Race Betting Limited to govern the conduct of Betting on horse races.

“Internet” means the shared global computing network which enables communication, data transmission and reception between all connected computing devices, including but not limited to computers, personal digital assistants, fixed-line phones, mobile phones, hand-held devices, set-top boxes or decoders or decompressors for televisions.

“Internet Facility” means the equipment and programs operated by the Club which, when access is granted to a Betting Account holder, enables the Betting Account holder to use the Facilities provided by the Club and the services offered by an Operator as described in Rule 9.

“Investment” shall have the meaning as defined in the Lotteries Rules.

“Lotteries” shall have the meaning as defined in the Lotteries Rules.

“Lotteries Rules” means those rules which are made and may be amended from time to time by the Board of Directors of HKJC Lotteries Limited to govern the conduct of Lotteries.

“Lottery Ticket” shall have the meaning as defined in the Lotteries Rules.

“Nominated Bank Account” means one or more personal bank accounts opened and maintained in Hong Kong by a Backer applying for a Betting Account or a Betting Account holder (as the case may be) in his sole name with banks which hold banking licences and provide banking services in Hong Kong, and nominated by the applicant Backer or the Betting Account holder to operate with his Betting Account from which funds may be transferred to the Club's bank account for credit to such Betting Account.

“Official Record” means:

- (a) subject to sub-rule (b) below, when applied to a Betting Ticket, a Cash Voucher or a transaction processed by a Betting Terminal or an Electronic Funds Transfer Terminal or a Customer Input Terminal or through the use of an Electronic Shroff Card or through the Internet Facility or through the Club's prescribed telephone system, the Computer Record; and
- (b) when applied to a Bet placed verbally by a Backer to a Staff through Telephone Betting, the detail of the Echo confirmed by

the Backer as evidenced by the Club's voice recording system or where there is no such confirmation or voice recording, the Computer Record.

“Operator” means as the case may be:

- (a) HKJC Horse Race Betting Limited;
- (b) HKJC Football Betting Limited; and/or
- (c) HKJC Lotteries Limited.

“Participant” shall have the meaning as defined in the Lotteries Rules.

“PIN” means, as the context may require:

- (a) the personal identification number allocated by a bank to enable a Backer to use a “cash point card” issued to him by his bank; or
- (b) the personal identification number allocated by the Club to a Betting Account holder to whom a Customer Input Terminal has been issued; or
- (c) the personal identification number allocated by the Club to a person to whom an Electronic Shroff Card has been issued; or
- (d) the personal identification number either allocated by the Club or issued by a recognized certification authority to a Betting Account holder to whom access to the Internet Facility has been granted; or
- (e) the “Security Code” allocated by the Club to a Betting Account holder to whom access to Telephone Betting has been granted; or
- (f) the web password and web login answers devised, selected and/or provided by a Betting Account holder and accepted by the Club to enable the Betting Account holder to access the Internet Facility; or
- (g) such personal identification number, Security Code or web password and web login answers identified in sub-rules (a) – (f) above which has been selected, nominated or altered by the

Betting Account holder.

“Primary Nominated Bank Account” means a Nominated Bank Account specified by a Backer applying for a Betting Account or a Betting Account holder (as the case may be) and accepted by the Club to which the Club may transfer any credit balance in the Betting Account successfully opened by the applicant Backer or maintained by the Betting Account holder or transfer any amount pursuant to these Rules. If there is only one Nominated Bank Account provided by the applicant Backer or the Betting Account holder, the sole Nominated Bank Account shall be deemed and remain the Primary Nominated Bank Account unless otherwise instructed by the Betting Account holder and accepted by the Club.

“Prize” shall have the meaning as defined in the Lotteries Rules.

“Rebate” shall have the meaning as defined in the Horse Race Betting Rules.

“Refund” includes references to the same term as respectively defined in the Horse Race Betting Rules, the Football Betting Rules and the Lotteries Rules, as the case may be.

“Rules” means the rules herein contained, as amended from time to time.

“Rules of Racing” means those rules of the Club now and hereafter made for the conduct and control of racing and includes Instructions By The Stewards of the Jockey Club.

“Self Vending Terminal” means the equipment provided by the Club with which:

- (a) a Backer may tender a Bet using a Cash Voucher or Winning Ticket or an Electronic Shroff Card together with, in each case, a pre-marked Betting Ticket;
- (b) a Backer may collect a Dividend, Refund or Rebate in the form of a Cash Voucher or by crediting the sum to a Betting Account through an Electronic Shroff Card; and
- (c) a Backer may transfer funds from his Nominated Bank Account

to the Club's bank account.

“Staff” means employees of the Club and/or the Operator and includes an employee of any independent contractor having contractual arrangements with the Club and/or the Operator.

“Stewards” shall have the meaning as defined in the Rules of Racing.

“Stewards of the Jockey Club” shall have the meaning as defined in the Club's Articles of Association.

“Telephone Betting” means the facility provided by the Club which enables a Betting Account holder to use the services offered by the Operator as described in Rule 4, and shall include any telephone system prescribed by the Club.

“Valid Bet” includes reference to:

- (a) a Valid Bet as defined in the Horse Racing Betting Rules;
- (b) a Valid Football Bet as defined in the Football Betting Rules;
and/or
- (c) a Valid Entry as defined in the Lotteries Rules.

“Void Ticket” means any Betting Ticket which is declared void.

“Winning Bet” means any Valid Bet which qualifies for a Dividend and includes a Winning Chance as defined in the Lotteries Rules.

“Winning Chance” shall have the meaning as defined in the Lotteries Rules.

“Winning Ticket” means any Betting Ticket which qualifies for a Dividend and includes a Lottery Ticket containing a Winning Chance.

- 1.2 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.3 The heading of each Rule (and sub-rules) shall not be taken into account in the construction or interpretation of the Rule. Cross-references may be made to any other Rule in the interpretation to any

Rule.

2. GENERAL RULES

2.1 Power of the Stewards of the Jockey Club

- (a) The Stewards of the Jockey Club may delegate such of their functions pursuant to these Rules as they may determine.
- (b) If any circumstance arises which is not provided for by these Rules, it shall be referred to the Stewards of the Jockey Club whose determination shall be final and may be applied with retrospective effect.

2.2 Application of the Rules

- (a) By utilising the Facilities in connection with the offering of Betting Activities, the Operators agree to be bound by these Rules.
- (b) By placing a Bet through any of the Facilities, the Backer agrees to be bound by these Rules.
- (c) The Operators and the Backers acknowledge and agree that these Rules form part of the contract between the Operator and a Backer when a Backer places a Bet or when a Backer applies for use of or uses any of the Facilities provided under these Rules.
- (d) An Operator may prescribe such additional terms and conditions upon a Backer in the use of any Facilities. In case there is any inconsistency between these Rules and any additional term or condition imposed by the Operator, these Rules shall prevail unless the Stewards of the Jockey Club declares otherwise.

2.3 Use of Betting Facilities

- (a) The Operator may utilise, in connection with its provision of Betting services, any of the Facilities at or by which prospective Backers may tender Bets and at which Betting Tickets may be presented for the payment of Dividends, Refunds and/or Rebates.
- (b) The types of Betting available at each Facility, the processes and procedures applicable to each Facility, including without limitation

the processes and acceptance procedures required to constitute a Valid Bet for each Facility, and the times at which any particular type of Bet may be made will be determined by the Club and the Operator.

- (c) All Facilities and services applied for use by a Backer under these Rules shall be for the personal use of the Backer only.
- (d) Where the Facilities can only be accessed via a PIN, the PIN holder shall take all precautions to maintain the secrecy of the PIN. The PIN holder shall immediately change the PIN and report to the Club of any suspected unauthorised use of his PIN. Notwithstanding the foregoing, all transactions completed through use of the PIN, whether or not by the PIN holder himself shall be conclusively binding on the PIN holder.
- (e) The Club and the Operator shall deem the Betting Account holder or the individual presenting a Betting Ticket or Cash Voucher the only person having an interest in the Betting Account, the Betting Ticket or the Cash Voucher (as the case may be), despite any notice, whether actual, constructive or implied, which the Club and/or the Operator may have received that there may be joint or disputed interest in such Betting Account, Betting Ticket or Cash Voucher. The Betting Account holder or the individual presenting a Betting Ticket or Cash Voucher shall indemnify the Club and the Operator against any liability arising from any disputed interest in such Betting Account, Betting Ticket or Cash Voucher.
- (f) The Club may refuse to provide any Facility to any Backer, process or accept a Bet, or withdraw or transfer funds via any Facility without giving any reason to the Backer or the Operator.

2.4 Receipt of Bets

- (a) The Operator will determine the types of Betting to be conducted through the use of the Facilities.
- (b) The Club will process and accept Bets for the Operator.
- (c) All Bets shall be made and settled in Hong Kong currency.
- (d) Unless otherwise declared by all Operators, and subject to these

Rules, Bets shall be paid by or through the following means:

- (i) Cash;
- (ii) Cash Voucher;
- (iii) Betting Account; and/or
- (iv) Electronic Funds Transfer.

2.5 Club's Role

- (a) Subject to these Rules, the Club shall:
 - (i) provide such Facilities as described under these Rules;
 - (ii) promote Betting Activities to the extent as may be agreed with the Operator;
 - (iii) process and accept Bets for the Operator;
 - (iv) transmit a Bet to the Operator in accordance with the Backer's instructions;
 - (v) receive monies from Backer for the purpose of utilising the Facilities or Betting between Backers and the Operator;
 - (vi) transmit to the Backers on behalf of the Operator, the Dividends, Refund and/or Rebate;
 - (vii) arrange for the Backer's utilization of any of the Facilities, including without limitation the opening and maintenance of Betting Accounts.
- (b) Subject to these Rules, the Club will follow an Operator's decision on:
 - (i) the format and validity of a Betting Ticket;
 - (ii) the form of Betting Ticket to be used for any particular Bet;
 - (iii) the contents and validity of the Official Record or part

- thereof;
- (iv) how a physical Betting Ticket should be considered properly completed;
 - (v) what constitutes a Valid Bet and a Winning Bet;
 - (vi) the eligibility for a Dividend, Refund or Rebate of any Bet;
 - (vii) when to pay a Dividend, Refund or Rebate;
 - (viii) whether a Dividend, Refund or Rebate shall be paid in Cash, cheque or Cash Voucher;
 - (ix) the procedure for the exchange, cancellation or withdrawal of any Bet;
 - (x) the revision of any Dividend or Rebate, and the time, place and condition of such payment;
 - (xi) the acceptance or rejection of any Defaced Ticket;
 - (xii) the declaration of any Void Ticket;
 - (xiii) the tracking of any Bet;
 - (xiv) determination of any Dividend, Refund or Rebate in the event of a Facility failure or disruption or the loss of any Official Record.
- (c) With the Operator's authorization, the Club will pay on a Valid Bet a Dividend, Refund or Rebate to a person presenting the physical Betting Ticket corresponding to the Official Record. Neither the Club nor the Operator will be concerned as to any claim for or dispute in the division of the Dividend, Refund or Rebate of any other party claiming an interest in the Betting Ticket. As required in Rule 2.3(e), the person presenting the Betting Ticket shall indemnify the Club and the Operator against any liability arising from any disputed interest in such Betting Ticket or the corresponding Bet.
- (d) Under no circumstances shall the Club be liable to pay any

Dividend, Refund or Rebate to any Backer unless such Dividend, Refund or Rebate has been received from the relevant Operator in payment to the Backer.

2.6 Physical Betting Tickets – Voidance

Upon the Operator's declaration that a physical Betting Ticket is void, the Club may publish such declaration by a notice being displayed on the notice board at the Club's Headquarters and/or the Betting Location at which the physical Betting Ticket was issued. Any such notice shall be displayed for a period of not less than 24 hours from the time of the declaration.

2.7 Search of Official Record

- (a) A Backer may make a request for a search of the Official Record:
 - (i) to confirm if certain Bet has been placed with an Operator as a Valid Bet;
 - (ii) to confirm if certain Betting Ticket has been issued or confirmed; or
 - (iii) to identify a lost physical Betting Ticket;

provided that such request is made within 7 days after the date of the relevant race meeting, football match or lottery draw (as the case may be) and the Backer must provide such particulars as the Club may require to assist in searching the Official Record.

- (b) A Backer may make a request for a search of the Official Record to identify a Defaced Ticket provided that such request is made within 60 days after the date of the relevant race meeting, football match or lottery draw (as the case may be) and the Backer must provide such particulars as the Club may require to assist in searching the Official Record.
- (c) Neither the Club nor any Operator is under any obligation to search the Official Record to locate or identify a Bet, a Betting Ticket or a Defaced Ticket but if it does so, it may prescribe such charges as it decides.

2.8 Dividends – Amendment

- (a) On the declaration of a revised Dividend by an Operator, upon the Operator's request, the Club shall advertise the same in one English and one Chinese language newspaper circulating in Hong Kong and shall post a notice of the declaration at the Club's Headquarters and at each Betting Location.
- (b) The Operator may specify the time within which and the place(s) where Backers eligible to receive a revised Dividend or revised Rebate may claim payment.
- (c) If the Operator requires any Backer allegedly eligible to receive a revised Dividend or revised Rebate to produce proof of identity, to provide a contact address or to accept any condition of payment before payment of the revised Dividend or revised Rebate is made, the Backer shall comply with such requirement when seeking payment with the Club.
- (d) If at the expiration of the time specified by the Operator for the payment of a revised Dividend or revised Rebate, a holder of an eligible Betting Ticket has not presented himself for collection of the revised Dividend or revised Rebate or has failed to identify himself to the Operator's satisfaction or accept the Operator's condition of payment, the unclaimed Dividend or Rebate shall be forfeited.
- (e) The Operator will instruct the Club to debit or credit each Betting Account which has been credited with the original Dividend or original Rebate on a Bet which is subsequently revised with the difference accordingly.
- (f) If a revised Dividend or revised Rebate represents a downward adjustment from the original Dividend or original Rebate (as the case may be), the Operator may waive its entitlement to seek to recover from previously paid Backers the excess Dividend and/or Rebate paid.

2.9 Dividends – Registration

- (a) The Operator may direct the Club that a Dividend will be paid to the holder of a Winning Ticket or credited to the Betting Account

of an account holder who has placed a winning Valid Bet only if the holder or account holder respectively registers himself in such manner as the Operator may require.

- (b) In such circumstances, the Operator will announce through the Club the fact that registration is required and will specify the time, place and method of registering.
- (c) If the holder of a Winning Ticket or a Betting Account holder who has placed a winning Valid Bet fails to register with the Club within the time and in the manner specified, the Operator may refuse payment of the Dividend and the Dividend shall be forfeited.

2.10 Dividends, Refunds or Rebates – Validity of Claims

- (a) The Operator may instruct the Club to make such enquiries as the Operator considers necessary to satisfy itself that a claim made for a Dividend, Refund or Rebate is a valid claim and the Backer presenting the claim must fully co-operate with the Club failing which the Operator may withhold or refuse to make payment.
- (b) Notwithstanding any prior declaration that a Betting Ticket is void, upon receipt of a claim for payment of a Dividend or Rebate, the Club may make such enquiries as the Club thinks appropriate to determine how the Bet became to be declared void. Such enquiry shall not confer upon the holder of the Void Ticket any right to be paid a Dividend or Rebate.

2.11 Dividends, Refunds and Rebates – Forfeiture

Any Dividend, Refund, Rebate or such other amount which by these Rules stands forfeited shall be disposed of in such manner as prescribed in the Horse Race Betting Rules, Football Betting Rules or Lotteries Rules (as the case may be).

2.12 Staff – Assistance

Any Staff who helps a Backer to complete a Betting Ticket shall not be liable, nor shall the Club and/or the Operator be vicariously liable to the Backer in respect of any actual or alleged failure to comply with the Backer's wishes.

2.13 Staff – Betting

- (a) Unless otherwise agreed by the Club and/or the Operator, a member of the Staff shall not be permitted to:
 - (i) act as an agent for the Backer;
 - (ii) tender a Bet or seek to receive payment of a Dividend, Refund or Rebate personally or with the assistance of a third party;
 - (iii) purchase, possess, encash or use a Cash Voucher;
 - (iv) open, fund or use a Betting Account; or
 - (v) apply for, possess or use either an Electronic Shroff Card, a Customer Input Terminal or access the Internet Facility.
- (b) A Bet made in contravention of Rule 2.13(a) may result in the Bet being declared void. Any Dividend, Refund or Rebate earned by any such Bet shall first be applied towards the discharge of any money owing by the Staff member concerned to the Operator and the Club, and then be forfeited.
- (c) If it is established the purchaser or holder of Cash Voucher is a Staff member, the Cash Voucher shall be declared void and the amount thereof shall be forfeited.
- (d) If it is established the user either of an Electronic Shroff Card or a Customer Input Terminal or the Internet Facility is a Staff member, the Betting Account, the Card, the Customer Input Terminal, the Internet Facility (as the case may be) provided to the Staff member shall be cancelled by the Club and any residual balance in the relevant Betting Account and the deposit paid in respect of the Card or the Customer Input Terminal shall be forfeited.
- (e) This Rule 2.13 shall not apply to Lotteries.

2.14 Juveniles or Persons in School Uniform

- (a) No person under the age of 18 years or in school uniform shall or

shall be permitted to:

- (i) tender a Bet or to receive payment of a Dividend, Refund or Rebate;
 - (ii) purchase, encash or use a Cash Voucher;
 - (iii) open, fund or use a Betting Account;
 - (iv) apply for or use an Electronic Shroff Card or a Customer Input Terminal or access to the Internet Facility;
 - (v) use a Self-Vending Terminal or Electronic Funds Transfer Terminal; or
 - (vi) enter any Betting Location unless authorised by the Club or an Operator.
- (b) If it is established that a Backer is under 18 at the time of placing a Bet, such Backer's Bet may be declared void and any Dividend, Refund or Rebate to which such Backer would otherwise have been entitled shall be forfeited.
- (c) If it is established that the purchaser or holder of a Cash Voucher is under 18 at the time the Cash Voucher is purchased or when the Cash Voucher is presented for use, the Cash Voucher may be declared void and the amount thereof may be forfeited.
- (d) If it is established that the user either of an Electronic Shroff Card or a Customer Input Terminal or the Internet Facility is under 18 at the time the user uses or proposes to use such facilities, the Operator shall direct the Club to cancel the Betting Account, the Card, the Customer Input Terminal, the Internet Facility (as the case may be) and forfeit any residual balance in the Betting Account and the deposit paid in respect of the Card or the Customer Input Terminal.
- (e) Both the Club and the Operator shall have the right to seek an indemnity from any person who is under the age of 18 years or in school uniform who contravenes this Rule 2.14 and/or from any individual who aided or abetted such contravention against all liability, prosecution, claim, loss or damage which the Club and/or

the Operator may suffer as a result of the contravention.

2.15 Authority of Person In Charge

The Operator authorises and all Backers acknowledge that the person in charge of a Betting Location may, without giving a reason:

- (a) refuse to accept any amount tendered by a person for a Bet;
- (b) cancel acceptance of a Bet; and
- (c) cause any person to be removed from the Betting Location.

2.16 Facility Failure

- (a) If due to Facility failure, no Betting Ticket is printed after the inputting of a tendered Bet through a Self-Vending Terminal whether by debiting the stake money to a Cash Voucher or a Dividend, Refund or Rebate due on a Betting Ticket, the eligibility of such Bet for a Dividend, Refund or Rebate will be determined by reference to the Official Record.
- (b) If due to Facility failure, a Cash Voucher for the Dividend, Refund or Rebate on a Betting Ticket or a replacement Cash Voucher to which a Backer is entitled is not issued through a Self-Vending Terminal, the entitlement of the Backer to the Cash Voucher will be determined by reference to the Official Record.
- (c) If due to Facility failure the Dividend, Refund or Rebate on a Betting Ticket or the amount of the value of a Cash Voucher is not credited to the balance of a Betting Account or the amount of the stake money of a tendered Bet or a balance withdrawal is not debited from the balance of a Betting Account through the use of an Electronic Shroff Card at a Betting Terminal, the actual balance of the Betting Account will be determined by reference to the Official Record.
- (d) In the event of Facility failure specified in Rules 2.16(a), (b) or (c), the Backer must immediately report the same to the Club.
- (e) The Operator may require the Backer to provide such information as it may require to satisfy itself that the Backer tendered the

alleged Bet, is entitled to the Dividend, Refund or Rebate or a Cash Voucher as claimed.

2.17 Discretion

When in these Rules, the Club is empowered to decide or determine an issue:

- (a) the decision or determination reached by the Club shall be made in its absolute discretion;
- (b) it shall be under no obligation to give reasons for its decision or determination; and
- (c) its decision or determination shall be final.

2.18 Exclusion of Liability

- (a) In the implementation of these Rules and the provision of the Facilities, the Club shall not:
 - (i) assume liability for any loss, whether direct or indirect, suffered by a Backer or any other person as a result of any act or omission, whether negligent or wilful, of the Club and/or the Operator, its employees, agents or contractors, including the employees of such agents or contractors, or any other person;
 - (ii) assume liability for any claim for loss or damage arising from any failure, disruption or breakdown of any of the Facilities howsoever caused; or
 - (iii) entertain any claim arising from any activities relating to Betting.
- (b) All Backers irrevocably waive and shall not lodge any complaint or make any claim against the Club for the Club's compliance with an Operator's decisions on any matters as provided under these Rules.

2.19 No Precedent

The exercise of the discretion of the Club on one occasion shall not be considered a precedent in binding the Club in exercising its discretion in the like or similar manner on another occasion.

2.20 Application of the Horse Race Betting Rules, Football Betting Rules and the Lotteries Rules

Unless otherwise declared by the Stewards of the Jockey Club, the Horse Race Betting Rules, Football Betting Rules and the Lotteries Rules are deemed incorporated in these Rules.

2.21 Non-Waiver

No failure, delay, relaxation or forbearance on the part of the Club to enforce any of these Rules shall operate as a waiver and no single or partial exercise or enforcement of these Rules by the Club shall preclude the Club from any future exercise or enforcement of these Rules.

2.22 Governing Law and Jurisdiction

These Rules are governed by the laws of Hong Kong, and each Operator and Backer shall submit to the exclusive jurisdiction of the courts of Hong Kong.

3. BETTING ACCOUNT

3.1 The Facility

- (a) The Club may provide a facility whereby a Backer may place such Bets as an Operator may determine by using one or more Betting Accounts opened and maintained by the Backer through the means arranged and utilised by the Club.
- (b) The Club shall comply with and implement the Operator's requirements in arranging the opening and maintenance of a Betting Account, including but not limited to:
 - (i) any identification and other information requirements in opening of a Betting Account or transactions through the Betting Account;
 - (ii) any security or guarantee requirement; and
 - (iii) any minimum/maximum deposit or credit balance requirement.
- (c) The Club may refuse to open or maintain a Betting Account and may suspend or close a Betting Account without giving any reason to the applicant Backer, the Betting Account holder or the Operator.

3.2 Account Opening

A Backer who wishes to open a Betting Account must apply with the Club on the appropriate form in accordance with the Club's requirements, and submit with such application the deposit and /or guarantee prescribed by the Club.

3.3 Restrictions on Accounts Opening

- (a) The Operator may prescribe the minimum and/or maximum amount to be deposited on the opening of a Betting Account.
- (b) The Operator may permit a Backer to open a Betting Account

either by paying the prescribed deposit and/or by lodging with the Club a guarantee given by such institution as the Operator may determine.

- (c) A Betting Account holder shall provide to the Club such personal particulars as the Operator may require and notify the Club of any subsequent changes to those particulars.
- (d) Betting Accounts must be opened in an individual's name only. No joint, syndicate, corporate or group applications will be accepted.

3.4 Nominated Bank Account

- (a) An applicant Backer, when applying to open a Betting Account, or a Betting Account holder in order to maintain his Betting Account, may be required to provide particulars of his Nominated Bank Account and to specify a Primary Nominated Bank Account. In the absence of such nomination and specification or in case the Primary Nominated Bank Account is no longer maintained or operable in the Betting Account holder's sole name, the Operator may instruct the Club to, or the Club may on its own volition, accept or reject the application, or subsequently suspend or close the Betting Account as provided in Rule 3.1(c) after it has been opened.
- (b) The Nominated Bank Account shall remain in the sole name of the Betting Account holder and in effect until a notice of alteration is given to the Club by the Betting Account holder and such notice has become effective by the amendment of the Operator's records. The Operator may instruct the Club to or the Club may on its own volition, close the Betting Account on the ground that the alteration is not acceptable.

3.5 Account Operation

- (a) A Betting Account is for the personal use of the Betting Account holder only.
- (b) The Operator agrees and authorises that the Club may at any time refuse to accept any transfer of funds or any deposit into or any request for withdrawal of money out of a Betting Account without giving any reason to the Betting Account holder or the Operator.

- (c) The Club may levy a charge as it may determine in its discretion from time to time on each Betting Account that has not been operated for a period of 365 days or falls less than the minimum credit amount in Rule 3.6(a).
- (d) The Betting Account holder authorises the Club and/or the Operator to report, reveal or disclose any transactions or activities which are operated through the Betting Account to any law enforcement authority where money-laundering or illegal activity is suspected or the Betting Account holder is under any investigation by law enforcement authority.

3.6 Credit Amount

- (a) The Operator may prescribe the minimum and/or maximum credit amount to be maintained in a Betting Account.
- (b) If a Betting Account has a credit balance in excess of the prescribed maximum credit amount, the Club may transfer such balance to the Betting Account holder's Primary Nominated Bank Account without the Betting Account holder's or the Operator's prior instructions.
- (c) If for any reason the Club cannot transfer the excess credit balance, the Club may close such Betting Account and shall notify the Betting Account holder and the Operator accordingly.
- (d) No interest will be paid on credit balances in Betting Accounts.

3.7 Sufficient Credit

- (a) No Bet placed through a Betting Account shall be a Valid Bet unless the Betting Account in question is in sufficient credit to cover the amount staked at the time the Bet is placed. The Club shall not be liable to either the Operator or the Betting Account holder for placing a Bet through a Betting Account with insufficient credit to cover the amount of such Bet as aforesaid.
- (b) Each Betting Account holder shall be deemed to be aware of the status of his account at all times.

- (c) By placing a Bet, a Betting Account holder warrants to the Club and the Operator that the Betting Account he uses to place the Bet is in sufficient credit to meet such Bet and in default thereof the Club is entitled to debit such account with the amount of such Bet and recover from the Betting Account holder the deficit of such account for the benefit of the Operator.
- (d) Such right of recovery shall apply notwithstanding that the Bet shall be a Winning Bet in which event the Operator will not credit the Dividend for any such Winning Bet to the account of the Betting Account holder. The Operator is not bound to notify a Betting Account holder that a Bet has been dealt with pursuant to this Rule.
- (e) The Operator may waive the strict application of Rules 3.7(c) and 3.7(d) and instruct the Club to credit to the account of a Betting Account holder any Dividend, Refund or Rebate which the Operator may deem appropriate after the deduction therefrom of all amounts due from the Betting Account holder to the Operator.

3.8 Deposits

- (a) Any amount paid to the Club to be credited to a Betting Account shall be available to pay for Bets as instructed by the Betting Account holder only when that amount has been credited by the Club to the nominated Betting Account (regardless of the time of receipt of the funds) or be available to pay any monies owing to an Operator or the Club under these Rules. The Club shall not be liable to the Betting Account holder or an Operator for any delay in crediting the said amount to the Betting Account howsoever caused.
- (b) Any receipt issued in respect of an amount paid to the Club to be credited to a Betting Account shall simply be an acknowledgment of receipt of the funds and shall not constitute evidence of the time when the credit is made by the Club to the nominated Betting Account.
- (c) Any document issued or acknowledgment displayed by an Electronic Funds Transfer Terminal or a Customer Input Terminal or Internet Facility or through other means or Facilities provided by the Club and utilised by the Operator when a person instructs

his bank to transfer funds to the Club's bank account shall be an acknowledgment of those instructions and shall not constitute evidence as to the amount of or the time when the credit is received by the Club or made by the Club to the nominated Betting Account.

- (d) A person making a deposit shall provide such personal particulars and other information as the Operator and/or the Club may require failing which the Club may not accept the deposit.

3.9 Withdrawals and Transfers

- (a) The Club may prescribe the frequency of withdrawals and the minimum and maximum amounts capable of being withdrawn from a Betting Account at any one time, on any one occasion, on any one day or for any one period of time.
- (b) The Operator may instruct the Club to, or the Club may on its own volition, defer implementation of a Betting Account holder's instruction to transfer funds or effect a withdrawal from a Betting Account for a period of 90 days from the day the instruction is given without giving any reason.
- (c) The Operator may instruct the Club to, or the Club may on its own volition, and at their absolute discretion, allow requests for transfers between different Betting Accounts opened and held by the same Betting Account holder.

3.10 Credit of Dividends, Refunds and Rebates

- (a) Where a Betting Account holder is entitled to a Dividend, Refund or Rebate then, subject to any rules as may be imposed by the Club and/or the Operator, the Dividend, Refund or Rebate will be credited to the Betting Account he used to place the relevant Bet.
- (b) Such Dividend, Refund or Rebate will not be available for making further Bets, until authorised by the Operator.
- (c) It is the responsibility of each Betting Account holder to satisfy himself that any Dividend, Refund or Rebate to be credited to his Betting Account has been made.

3.11 Errors in Posting

- (a) The Club may supply a Betting Account holder with a statement of his Betting Account for a period not exceeding three years upon request and at such fee as the Club may prescribe which fee may be debited to the Betting Account or be required to be paid by any other means at the time the request is placed.
- (b) When an error of accounting (which includes an error in relation to a transfer or a deposit of funds, or a payment of a Dividend, Refund or Rebate) is located by an Operator or the Club in a Betting Account, the Operator may instruct the Club to or the Club, may on its own volition, adjust the account balance at any time without prior notification to the Betting Account holder. If the effect of a debiting of the Betting Account results in a debit balance, upon the Club's notification, the Betting Account holder shall immediately pay into the account an amount to eliminate the debit balance, failing which the Club may suspend or close the account.
- (c) If a Betting Account holder identifies an error in his account but fails to notify the Club of such error within 60 days after the day the error was made, the Club and the Operator shall be discharged from any obligation to adjust the holder's Betting Account. No claim will be considered unless submitted in writing to the Club and accompanied by supporting evidence.

3.12 Suspension or Closure of Accounts

- (a) At any time, the Operator may instruct the Club to, or the Club may, as provided in Rule 3.1(c), suspend or close any Betting Account without giving any reason.
- (b) Without prejudice to the generality of Rule 3.12(a), the Operator or the Club may suspend or close a Betting Account if:
 - (i) the guarantee tendered by the Betting Account holder under Rule 3.2 expires and the Betting Account holder fails to renew the guarantee or tender a substitute guarantee; or
 - (ii) any of the Betting Account holder's Nominated Bank Accounts turns out not to be in his sole name or becomes an

account other than in his sole name.

- (c) Upon the closure of a Betting Account, after settlement of any monies owed by the Betting Account holder to the Operator and/or the Club under these Rules, the Club will transfer any remaining credit balance to the Betting Account holder's Primary Nominated Bank Account.
- (d) For the purposes of Rule 3.12(c), in the event that there is no Primary Nominated Bank Account or that bank account is closed or otherwise not in operation for whatever reason, the Club will transfer any remaining credit balance to a suspense account held by the Club. Any credit balance which is not claimed by the Betting Account holder within 365 days from the date of closure of his Betting Account shall be forfeited and shall be deemed to have been directed by the Betting Account holder to be paid to The Hong Kong Jockey Club Charities Trust as a charitable donation with any right to a receipt for such donation waived.
- (e) The Club's internal record or the Official Record recording the Operator's and/or the Club's decision to suspend or close the Betting Account shall be conclusive evidence as to the time the suspension or closure becomes effective. Where the Operator and the Club shall separately decide to suspend or close a Betting Account, the first decision shall be deemed the time when the suspension or closure becomes effective.

3.13 Exclusion of Liability

Neither the Club nor the Operator shall be under any liability to any person for any failure by the Club and/or the Operator to process a tendered Bet through a Betting Account.

4. TELEPHONE BETTING

4.1 The Facility

- (a) The Club may provide a facility whereby a Betting Account holder may through the telephone:
 - (i) place a Bet with an Operator;
 - (ii) enquire the balance of his Betting Account;
 - (iii) request that his Betting Account be debited with an amount to be credited to his Primary Nominated Bank Account;
 - (iv) obtain in a readable form information, if any, as may be provided by the Operator or the Club.
- (b) The Club may refuse to provide Telephone Betting Facility to any Betting Account holder, accept a Bet, or withdraw or transfer funds via Telephone Betting without giving any reason to the Betting Account holder or the Operator.

4.2 Scope and Extent of Service

- (a) The Club may provide the facility as described in Rule 4.1 to allow the Operator to make use of such facility to enable use of Telephone Betting as the Operator may determine.
- (b) The Club and the Operator shall together determine the transactions capable of being done by Telephone Betting.
- (c) The Club may restrict the times of use and the services available on Telephone Betting.
- (d) The Club may limit the frequency of use of Telephone Betting by a Betting Account holder and the amount involved in any transaction on any day or over any period of time.
- (e) The Club and the Operator may agree on and prescribe such charge for the use of the Club's Facility for Telephone Betting.

4.3 Application

A Backer who wishes to use the services of Telephone Betting must first have a Betting Account.

4.4 Restrictions on Issue

Only a Betting Account holder may apply to use Telephone Betting.

4.5 Use

- (a) The Club will allocate a PIN to each Betting Account holder who is allowed to use Telephone Betting. The Betting Account holder may choose his own PIN and change the PIN allocated to him by the Club at a Self-Vending Terminal subsequently.
- (b) A Betting Account holder must provide his account number and his PIN when using Telephone Betting.
- (c) A Betting Account holder must keep his PIN confidential.
- (d) In addition to Rule 4.5(b), the Club may on any occasion require a Betting Account holder to provide such other information as the Club may determine so that the Club may confirm the identity of the caller being the Betting Account holder, the validity of a call or transaction.
- (e) At any time, the Operator may instruct the Club to, or the Club may, pursuant to Rule 4.1(b), refuse to accept a Bet, withdraw or transfer funds via Telephone Betting without giving any reason.
- (f) Once an instruction through Telephone Betting has been given to place a Bet or to withdraw or transfer funds, it may not be altered or withdrawn.
- (g) Notwithstanding Rule 4.5(b) and (d) above, the Club shall be under no obligation to either the Operator or to a Betting Account holder to inquire or verify whether the person using Telephone Betting with a PIN of a Betting Account holder is the Betting Account holder himself. Any Bet placed via a Betting Account shall be deemed to have been placed by the holder of that Betting

Account.

- (h) Following confirmation of the Echo by the Backer, the Bet must be duly processed by the Club in accordance with the Horse Race Betting Rules, the Football Betting Rules or the Lotteries Rules, as the case may be, as well as included in the Official Records before it constitutes a Valid Bet.

4.6 Errors in Recording

- (a) If a Backer alleges that his Bet was incorrectly given or incorrectly recorded whereby a Bet other than the Bet allegedly intended becomes a Valid Bet, the detail of that Bet shall be that recorded in the Official Record and the Backer shall suffer the loss or receive the benefit as the case may be. For all intent and purposes, the Official Record shall be conclusive evidence of a Bet tendered by a Backer.
- (b) Where the Backer tenders a Bet verbally to a Staff using Telephone Betting and alleges that the error was due to the mistake or other default of the Staff and such alleged error has resulted in a loss to the Backer, the Club may enquire into the circumstances but, regardless of the outcome of the enquiry, neither the Club nor the Operator shall be liable to pay any Dividend, Refund or Rebate which would have been payable had the allegedly intended Bet become a Valid Bet.
- (c) Notwithstanding Rule 4.6(b), the Operator may, at its absolute discretion, instruct the Club to credit to the Betting Account part or all of the Dividend, Refund or Rebate which it is alleged would have been due had the allegedly intended Bet become a Valid Bet.
- (d) Any claim under this Rule 4.6 must be made in writing to the Club and accompanied by supporting evidence and such other information as the Club or the Operator may require within 60 days after the day on which the error took place.

4.7 Closure

- (a) The right to use Telephone Betting terminates immediately on the closure of the corresponding Betting Account.

- (b) Upon the closure of a Betting Account, the PIN will be invalidated.
- (c) Any Bet placed through Telephone Betting after the corresponding Betting Account has been closed will not be a Valid Bet.

4.8 Exclusion of Liability

Neither the Club nor the Operator shall be under any liability to any person for:

- (a) any failure by the Club and/or the Operator to process a Bet through Telephone Betting;
- (b) any failure by the Club and/or the Operator to accept a withdrawal or transfer of funds instructed through Telephone Betting;
- (c) any loss sustained as a result of failure or malfunction of any equipment, network or system associated with Telephone Betting or any equipment, network or system inter-connected with it whether such equipment, network or system belongs to or is operated by the Club, the Operator or a third party;
- (d) any loss sustained as a result of the incorrect, delayed or omitted repeat of information by the Club's prescribed telephone system;
- (e) any loss sustained arising out of the acts or omissions of any Staff or any third party providing services associated with the operation of Telephone Betting or any equipment, network or system inter-connected with it whether such equipment, network or system belongs to or is operated by the Club, the Operator or a third party; and
- (f) any loss sustained by a Betting Account holder whose Betting Account is accessed by a third party via Telephone Betting.

5. CUSTOMER INPUT TERMINAL

5.1 The Facility

- (a) The Club may provide a facility whereby a Betting Account holder may by using a Customer Input Terminal:
 - (i) place a Bet with an Operator;
 - (ii) enquire the balance of his Betting Account;
 - (iii) request that his Betting Account be debited with an amount to be credited to his Primary Nominated Bank Account;
 - (iv) transfer funds from his Nominated Bank Account to the Club's bank account for credit of his Betting Account or, subject to the provision of the facility by his bank, enquire the balance of his bank account; and
 - (v) obtain in a readable form information, if any, as may be provided by the Operator or the Club.
- (b) The Club may refuse to provide a Customer Input Terminal, accept a Bet, or withdraw or transfer funds via a Customer Input Terminal without giving any reason to the Betting Account holder or the Operator.

5.2 Scope and Extent of Service

- (a) The Club may provide the facility as described in Rule 5.1 to allow the Operator to make use of such facility to enable use of a Customer Input Terminal as the Operator may determine.
- (b) The Club and the Operator shall together determine the transactions capable of being done by using a Customer Input Terminal.
- (c) The Club may restrict the times of use and the services available on a Customer Input Terminal.

- (d) The Club may limit the frequency of use of a Customer Input Terminal by a Betting Account Holder and the amount involved in any transaction on any day or over any period of time.
- (e) The Club and the Operator may agree on and prescribe such deposit for the issue of or such charge for the use of a Customer Input Terminal.

5.3 Application

A Betting Account holder who wishes to be issued with a Customer Input Terminal must apply on the appropriate form in writing to the Club and submit with such application the prescribed deposit or charges, if any.

5.4 Restrictions on Issue

- (a) Only a Betting Account holder may apply for the issue of and use a Customer Input Terminal.
- (b) The Club and/or the Operator may refuse to issue a Customer Input Terminal to any person without giving any reason.

5.5 Use

- (a) The Club will allocate a PIN to each Betting Account holder to whom a Customer Input Terminal is issued.
- (b) Whenever a Customer Input Terminal is used, the PIN must be entered into the Club's system.
- (c) A Betting Account holder must keep the PIN confidential.
- (d) Once an instruction has been given by a Customer Input Terminal to place a Bet or to withdraw or transfer funds, it may not be altered or withdrawn.
- (e) At any time, the Operator may instruct the Club to, or the Club may, pursuant to Rule 5.1(b), refuse to accept a Bet, withdraw or transfer funds via a Customer Input Terminal without giving any reason.

- (f) Neither the Club nor the Operator shall be under any obligation to inquire or verify whether the person giving instructions via a Customer Input Terminal is the Betting Account holder to whom the Customer Input Terminal was issued. Any Bet placed via a Customer Input Terminal shall be deemed to have been placed by the Betting Account holder who has been issued the Customer Input Terminal.

5.6 Closure

- (a) The right to use a Customer Input Terminal terminates immediately on the closure of the corresponding Betting Account.
- (b) On the closure of his Betting Account, the Betting Account holder must immediately return the Customer Input Terminal to a designated Betting Location if the equipment is owned or leased by the Club.
- (c) Upon the closure of a Betting Account, the PIN will be invalidated.
- (d) Any Bet placed through a Customer Input Terminal after the corresponding Betting Account has been closed will not be a Valid Bet.

5.7 Exclusion of Liability

Neither the Club nor the Operator shall be under any liability to any person for:

- (a) any failure by the Club to accept a withdrawal or transfer of funds instructed by use of a Customer Input Terminal notwithstanding that the Customer Input Terminal has confirmed receipt of the funds;
- (b) any failure by the Club to implement a withdrawal or transfer of funds instructed by use of a Customer Input Terminal notwithstanding that the Customer Input Terminal has confirmed receipt of the instruction;
- (c) any failure by the Club and/or the Operator to process a Bet placed via a Customer Input Terminal;

- (d) any loss sustained by a person whose bank account or Betting Account is accessed by a third party via a Customer Input Terminal;
- (e) any loss sustained as a result of the incorrect, delayed or omitted transmission from or display of information on a Customer Input Terminal;
- (f) any loss sustained as a result of failure or malfunction of a Customer Input Terminal or of any equipment, network or system inter-connected with it whether such equipment, network or system belongs to or is operated by the Club, the Operator or a third party; or
- (g) any loss sustained arising out of the acts or omissions of any Staff or any third party providing services associated with the operation of a Customer Input Terminal or any equipment, network or system inter-connected with it whether such equipment, network or system belongs to or is operated by the Club, the Operator or a third party.

6. ELECTRONIC FUNDS TRANSFER

6.1 The Facility

- (a) The Club may provide a facility known as an Electronic Funds Transfer Terminal whereby a person may:
 - (i) transfer funds from his bank account to the Club's bank account for credit of his or a nominated Betting Account or, subject to the provision of the facility by his bank, enquire the balance of his bank account;
 - (ii) transfer funds from his bank account to the Club's bank account for issuance of a Cash Voucher;
 - (iii) if he is a Betting Account holder request that his Betting Account be debited with an amount to be credited to his Primary Nominated Bank Account; and
 - (iv) if he is a Betting Account holder enquire the balance of his Betting Account.
- (b) The Club may refuse any person to use an Electronic Funds Transfer Terminal, or the transfer of funds via use of an Electronic Funds Transfer Terminal without giving any reason to the prospective Backer, the Betting Account holder or the Operator.

6.2 Scope and Extent of Service

- (a) Electronic Funds Transfer Terminals will be provided at such Betting Locations and at such times as the Club may determine.
- (b) The Club and the Operator shall together determine the transactions capable of being carried out by using an Electronic Funds Transfer Terminal.
- (c) The Club may restrict the availability of any Electronic Funds Transfer Terminal and limit the frequency of usage thereof and the amount involved in any transaction on any day or over any period of time.

- (d) The Operator may instruct the Club to, or the Club may, pursuant to Rule 6.1(b), refuse to permit any person to use an Electronic Funds Transfer Terminal without giving any reason.
- (e) The Club and the Operator may together prescribe such charge for the use of an Electronic Funds Transfer Terminal.

6.3 Withdrawals and Transfers

If an Electronic Funds Transfer Terminal is used to request a withdrawal or transfer of money from a Betting Account, such request may not be altered or withdrawn. The Operator authorises that the Club may require a Betting Account holder making the aforesaid request to provide such other information as the Club may determine so that the Club may confirm the identity of the Betting Account holder. Notwithstanding the foregoing, the Club shall be under no obligation to inquire or verify whether the person making a request via an Electronic Funds Transfer Terminal to make transactions through a Betting Account is the Betting Account holder.

6.4 Exclusion of Liability

Neither the Club nor the Operator shall be under any liability to any person for:

- (a) any failure by the Club to accept a transfer of funds instructed by use of an Electronic Funds Transfer Terminal notwithstanding that the Electronic Funds Transfer Terminal has confirmed receipt of the instruction;
- (b) any failure by the Club to implement a transfer of funds instructed by use of an Electronic Funds Transfer Terminal notwithstanding that the Electronic Funds Transfer Terminal has confirmed receipt of the instruction;
- (c) any loss sustained by a person whose bank account or Betting Account is accessed by a third party via an Electronic Funds Transfer Terminal;
- (d) any loss sustained as a result of the incorrect, delayed or omitted transmission from or display of information on an Electronic

Funds Transfer Terminal;

- (e) any loss sustained as a result of failure or malfunction of an Electronic Funds Transfer Terminal or of any equipment, network or system associated or inter-connected with the operation of the Electronic Funds Transfer Terminal whether such equipment, network or system belongs to or is operated by the Club, the Operator or a third party; and
- (f) any loss sustained arising out of the acts or omissions of any Staff or any third party providing services associated with the operation of an Electronic Funds Transfer Terminal or any equipment, network or system inter-connected with it whether such equipment, network or system belongs to or is operated by the Club, the Operator or a third party.

7. CASH VOUCHERS

7.1 The Facility

The Club may provide a facility whereby:

- (a) a prospective Backer may purchase from the Club a Cash Voucher which may be used to pay the stake money for any Bet;
- (b) a prospective Participant may purchase from the Club a Cash Voucher which may be used to pay the Investment in a Lottery; and
- (c) the Operator may pay the amount of any Dividend, Refund, Rebate or Prize by Cash Voucher in lieu of the Operator's obligation to pay Cash, issue a cheque therefor or make a credit to the Backer's Betting Account.

7.2 Format and Validity

- (a) The format of a Cash Voucher and the denominations which shall be available shall be decided by the Club.
- (b) Each Cash Voucher issued by a Betting Terminal or an Electronic Funds Transfer Terminal will have printed on it the value of the Cash Voucher, the date on which the Cash Voucher was issued and the unique serial number allocated to that Cash Voucher.
- (c) The validity of each Cash Voucher shall be determined by reference to the Official Record to the exclusion of anything written or marked on the Cash Voucher and to the exclusion of the information printed thereon by the Betting Terminal or the Electronic Funds Transfer Terminal.
- (d) It is the sole responsibility of a Backer to ensure that the Cash Voucher issued to him whether by a Betting Terminal or an Electronic Funds Transfer Terminal is for the correct amount.

7.3 Sale

- (a) Cash Vouchers may be sold at such Betting Locations and at such times as the Club may determine.
- (b) The Club may require a purchaser of a Cash Voucher to provide such personal particulars or other information as the Club may determine.
- (c) The Club may refuse to sell a Cash Voucher or may limit, by reference to their number and/or their cumulative face value, the number of Cash Vouchers it will sell to any one individual at any one time or at any one Betting Location without giving any reason.

7.4 Use

- (a) Cash Vouchers may be used to place Bets at such Betting Locations and at such times as the Operator may determine.
- (b) The Operator may instruct the Club to, or the Club may on its own volition, refuse to accept a Cash Voucher in payment of a Bet or may instruct the Club to limit, by reference to their number and/or their cumulative face value, the number of Cash Vouchers it will accept from any one individual in payment of a Bet at any one time or at any one Betting Location without giving any reason.
- (c) The Operator may instruct the Club to, or the Club may on its own volition, refuse to accept a Cash Voucher in payment of a Bet if the stake money exceeds the value of the Cash Voucher notwithstanding the tender by a Backer of the difference in Cash.
- (d) The Operator agrees that the Club may accept a Cash Voucher in payment of a Bet where the value of the Cash Voucher exceeds the stake money, and issue a Cash Voucher in payment of the difference.
- (e) A Cash Voucher used to pay for a Bet with an Operator or which is encashed becomes the property of the Operator and must be surrendered to the Club.

7.5 Encashment

- (a) Cash Vouchers may be encashed at such Betting Locations and at such times as the Club may determine.

- (b) The Club may require the holder of a Cash Voucher for encashment to provide such personal particulars as it may determine.
- (c) The Club may refuse to encash a Cash Voucher or may limit, by reference to their number and/or their cumulative face value, the number of Cash Vouchers it will encash for any one individual at any one time or at any one Betting Location without giving any reason.
- (d) An individual who is refused encashment of any one or more Cash Vouchers pursuant to Rule 7.5(c) may present the Cash Voucher(s) for claim at the Club's Headquarters during normal business hours on any weekday within 180 days from the day on which it was purchased or issued and the Club may make inquiries into the circumstances of such refusal.
- (e) If a Cash Voucher is not used to place a Bet with an Operator or encashed with the Club within 180 days after the date of its issue, it shall be forfeited and the proceeds of the Cash Voucher shall be deemed to have been directed by the person entitled thereto to be paid to The Hong Kong Jockey Club Charities Trust as a charitable donation with any right to a receipt for such donation waived.
- (f) On encashment of a Cash Voucher, the Club may pay either by Cash or cheque.
- (g) If the Official Record shows that a Cash Voucher has been used either to place a Bet or has been encashed, that shall be conclusive evidence of such use or encashment.
- (h) The Club will encash a Cash Voucher for the person presenting a Cash Voucher corresponding to the Official Record. The Club will not be concerned as to the division or dispute of the amount encashed among those claiming an interest in the Cash Voucher. As required in Rule 2.3(e), the person presenting a Cash Voucher shall indemnify the Club and the Operator against any liability arising from any disputed interest in such Cash Voucher.
- (i) The Club may make such enquiries as it considers necessary to satisfy itself that a claim for encashment of a Cash Voucher is a

valid claim.

- (j) The Club shall be under no obligation to pay the value of a Cash Voucher within any specific time.

7.6 Interest

No interest will be payable by the Club on any sum received at the time of purchase of a Cash Voucher or retained at the time a Cash Voucher is issued in payment of a Dividend, Refund or Rebate.

7.7 Loss and Defacement

- (a) The Club may refuse a request for encashment to any person who cannot produce a Cash Voucher or who produces a Defaced Cash Voucher.
- (b) Without prejudice to the generality of Rule 7.7(a), the Club will not encash a Defaced Cash Voucher unless it can be identified by its unique serial number.
- (c) A request by a person to identify a lost Cash Voucher must be made within 7 days from the day on which it was issued and the person must provide such particulars as the Club may require to assist in identifying the lost Cash Voucher.
- (d) The Club is under no obligation to identify a lost Cash Voucher but if it does so, it may prescribe such charges as it decides.
- (e) Where a lost Cash Voucher or Defaced Cash Voucher can be identified by the Club, the Club may withhold payment until at least 180 days after the day on which the Cash Voucher was issued. The Club may impose any condition for encashment as it deems appropriate.

7.8 Voidance

- (a) The Club may without giving any reason at any time declare void a Cash Voucher notwithstanding that the Bet with the Operator purchased by use of that Cash Voucher has been confirmed.
- (b) Upon the declaration that a Cash Voucher is void, the Operator

may declare the Bet purchased by use of that Cash Voucher to be void notwithstanding that such Bet has been confirmed.

7.9 Search of Official Record

- (a) A request by a person for a search of the Official Record may be made to the Club to verify whether a particular Cash Voucher has been issued within 7 days from the date the Cash Voucher was allegedly issued and the person must provide such particulars as the Club may require to assist in searching the Official Record.
- (b) The Club is under no obligation to search the Official Record to verify if a Cash Voucher has been issued but if it does so, it may prescribe such charges as it decides.

7.10 Discharge of Obligation

The receipt by a Backer of a Cash Voucher in payment of a Dividend, Refund or Rebate shall discharge the Operator from any further obligation in respect of that Dividend, Refund or Rebate.

7.11 Exclusion of Liability

Neither the Club nor the Operator shall be under any liability to any person for:

- (a) any failure by the Club and/or the Operator to process a tendered Bet through the use of a Cash Voucher;
- (b) any loss sustained by a person as a result of failure of any equipment, network or system used to process Cash Vouchers, whether such equipment, network or system belongs to or is operated by the Club, the Operator or a third party;
- (c) payment of any Cash Voucher that has not been encashed within 180 days after the date of its issue;
- (d) any declaration by the Club that a Cash Voucher is void even if such declaration is subsequently proven to be unjustified or incorrect; or
- (e) reporting, revealing or disclosing any transactions relating to the

purchase, use or encashment of any Cash Voucher or for offering or releasing any personal data of any persons relating to such transactions to law enforcement authorities.

8. ELECTRONIC SHROFF CARD

8.1 The Facility

- (a) The Club may provide a facility whereby a Betting Account holder may, by using an Electronic Shroff Card (the Card):
 - (i) place a Bet with an Operator at a Betting Terminal;
 - (ii) enquire the balance of his Betting Account;
 - (iii) request that his Betting Account be debited with an amount to be credited to his Primary Nominated Bank Account;
 - (iv) transfer funds from his Nominated Bank Account to the Club's bank account for credit of his Betting Account or, subject to the provision of the facility by his bank, enquire the balance of his bank account;
 - (v) make a Cash withdrawal from his Betting Account; or
 - (vi) change his PIN for the Card.
- (b) The Club may refuse to issue a Card to any Betting Account holder, accept a Bet, or withdraw or transfer funds via use of a Card without giving any reason to the Betting Account holder or the Operator.

8.2 Scope and Extent of Service

- (a) The Club may operate the systems required to enable use of the Card as it and the Operator may determine.
- (b) The Club and the Operator shall together determine the transactions capable of being done by using the Card.
- (c) The Club may restrict the times of use and the services available on the Card.
- (d) The Club may limit the frequency of use of the Card by any

individual and the amount involved in any transaction on any day or over a specified period of time.

- (e) The Club and the Operator may agree on and prescribe such deposit for the issue for or such charge for the use of the Card.

8.3 Application

A Betting Account holder who wishes to be issued with the Card must apply to the Club on the appropriate form in writing and submit with such application the prescribed deposit and charges, if any.

8.4 Restrictions on Issue

- (a) Only a Betting Account holder may apply for the issue of and use the Card.
- (b) A Betting Account holder may apply for the issue of the Card as determined by the Club.
- (c) The Operator may instruct the Club to, or the Club may, pursuant to Rule 8.1(b), refuse to issue the Card to any person without giving any reason.

8.5 Validity

- (a) Each Card will bear a unique identity number.
- (b) The period of validity of the Card shall be decided by the Club.
- (c) If the Card is not used for 365 days or more, the Club may suspend or cancel it without further notice to the Card holder and any residual balance in the Betting Account and the deposit of the Card shall be forfeited. Such residual balance shall be deemed to have been directed by the person entitled thereto to be paid to The Hong Kong Jockey Club Charities Trust as a charitable donation with any right to a receipt for such donation waived.

8.6 Use

- (a) The Card remains the property of the Club and must be immediately returned to the Club on demand.

- (b) The Card is not transferable and shall be used only by the Betting Account holder to whom it is issued.
- (c) The Club will allocate a PIN to each Betting Account holder to whom the Card is issued. The Betting Account holder may choose his own PIN thereafter.
- (d) Whenever the Card is used, the PIN must be entered in the Club's Betting Terminal.
- (e) A Betting Account holder must keep the PIN confidential.
- (f) Once an instruction has been given by the Card to place a Bet or to withdraw or transfer funds, it may not be altered or withdrawn.
- (g) At any time, the Operator may instruct the Club to, or the Club may, pursuant to Rule 8.1(b), refuse to accept a Bet or to withdraw or transfer funds via use of the Card without giving any reason.
- (h) Neither the Club nor the Operator shall be under any obligation to inquire or verify whether the person giving instructions via a Card is the Betting Account holder to whom the Card was issued. Any instruction given via the Card shall be deemed to have been given by the Betting Account holder to whom the Card was issued.

8.7 Loss and Damage

- (a) The loss of the Card must be immediately reported in writing to the Club.
- (b) If a Card is damaged, it must be immediately returned to the Club for the issue of a replacement.
- (c) The Club may refuse to allow a damaged Card to be used for any purpose.
- (d) The Club may prescribe such charge for the issue of a replacement Card as it may determine.

8.8 Closure

- (a) The right to use the Card terminates immediately on the closure of the corresponding Betting Account.
- (b) On the closure of a Betting Account, the Betting Account holder must immediately return the Card to the Club.
- (c) Upon the closure of a Betting Account, the PIN will be invalidated.
- (d) Any Bet placed through the Card after the corresponding Betting Account has been closed will not be a Valid Bet.

8.9 Exclusion of Liability

Neither the Club nor the Operator shall be under any liability to any person for:

- (a) any failure by the Club and/or the Operator to process a Bet tendered through the use of a Card;
- (b) any failure by the Club to accept a withdrawal or transfer of funds via use of a Card;
- (c) any failure by the Club to implement a withdrawal or transfer of funds via use of a Card;
- (d) any loss sustained as a result of failure or malfunction of any equipment, network or system associated with the use of a Card whether such equipment, network or system belongs to or is operated by the Club, the Operator or a third party;
- (e) any loss sustained by a Betting Account holder whose bank account or Betting Account is accessed by a third party via a Card;
or
- (f) any loss sustained arising out of the acts or omissions of any Staff or third party providing services associated with the operation of the Card or any equipment, network or system inter-connected with it whether such equipment, network or system belongs to or is operated by the Club, the Operator or a third party.

9. INTERNET BETTING

9.1 The Facility

- (a) The Club may provide a facility whereby a Betting Account holder may, by using the Internet:
 - (i) place a Bet with an Operator;
 - (ii) enquire the balance of his Betting Account;
 - (iii) request that his Betting Account be debited with an amount to be credited to his Primary Nominated Bank Account;
 - (iv) transfer funds from his Nominated Bank Account to the Club's bank account for credit of his Betting Account or, subject to the provision of the facility by his bank, enquire the balance of his bank account; and
 - (v) obtain in a readable form information, if any, as may be provided by the Operator or the Club.
- (b) The Club may refuse to provide or grant access to the Internet Facility to any Betting Account holder, accept a Bet, or withdraw or transfer funds via Internet Facility without giving any reason to the Betting Account holder or the Operator.

9.2 Scope and Extent of Service

- (a) The Club may operate the systems required to enable use of the Internet Facility;
- (b) The Club and the Operator shall together determine the transactions capable of being carried out by using the Internet Facility;
- (c) The Club may restrict the times of use and the services available on the Internet Facility;
- (d) The Club may limit the frequency of use of the Internet Facility by

any individual users and the amount involved in any transaction on any day or over any period of time; and

- (e) The Club and the Operator may agree on and prescribe such charge for the use of the Internet Facility.

9.3 Application

- (a) A Betting Account holder who wishes to have access to the Internet Facility must apply to the Club and with such application pay the prescribed charge (if any).
- (b) The application may be made on the appropriate written form or through an on-line facility as the Club may determine.
- (c) The application will be subject to such on-line disclaimers as the Club and/or the Operator may prescribe for the use of the Internet Facility.

9.4 Restrictions on Issue

- (a) Only a Betting Account holder may apply for access to and use the Internet Facility.
- (b) The Operator may instruct the Club to, or the Club may, pursuant to Rule 9.1(b), refuse to grant access to the Internet Facility to any person without giving any reason.
- (c) The Internet Facility is intended and provided for access and use only in Hong Kong. Access to and use of the Internet Facility is granted on the condition that the Betting Account holder will only access and use the Internet Facility in Hong Kong.
- (d) It is the sole responsibility of any Betting Account holder who is located outside Hong Kong to check and comply with all applicable laws and regulations before accessing or using the Internet Facility.
- (e) All Bets placed and all transactions conducted on or through the use of the Internet Facility are deemed to have been made in Hong Kong and are subject to the laws of Hong Kong.

9.5 Use

- (a) Each Betting Account holder to whom access to the Internet Facility is granted will be identified by his account number or web user name and his PIN.
- (b) Once an instruction has been given through the Internet Facility to place a Bet or to withdraw or transfer funds, it may not be altered or withdrawn.
- (c) Neither the Club nor the Operator shall be under any obligation to inquire or verify whether the person giving instructions via the Internet Facility is the Betting Account holder to whom access to the Internet Facility was granted; such instructions shall be deemed to be given by the Betting Account holder holding the PIN.

9.6 Closure

- (a) The right to access the Internet Facility terminates immediately on the closure of the corresponding Betting Account.
- (b) Any Bet placed via the Internet Facility after the corresponding Betting Account has been closed will not be a Valid Bet.

9.7 Exclusion of Liability

Neither the Club nor the Operator shall be under any liability to any person for:

- (a) any failure by the Club and/or the Operator to process a Bet tendered through the use of the Internet Facility;
- (b) any failure by the Club to accept a withdrawal or transfer of funds instructed by use of the Internet Facility notwithstanding that the Internet Facility has confirmed receipt of the funds;
- (c) any failure by the Club to implement a withdrawal or transfer of funds instructed by use of the Internet Facility notwithstanding that the Internet Facility has confirmed receipt of the instruction;
- (d) any loss sustained by a person whose bank account or Betting Account is accessed by a third party via the Internet Facility;

- (e) any loss sustained as a result of the incorrect, delayed or omitted transmission via or display of information on the Internet Facility;
- (f) any loss sustained as a result of any equipment, network or system failure or malfunction, whether such equipment, network or system belongs to or is operated by the Club, the Operator or a third party, through or by which the Internet Facility is provided;
- (g) any loss sustained arising out of the acts or omissions of any Staff or third parties providing services associated with the operation of the Internet Facility or any equipment, network or system interconnected with it whether such equipment, network or system belongs to or is operated by the Club, the Operator or a third party;
and
- (h) any consequences arising from any use of the Internet Facility outside Hong Kong and the Betting Account holder shall bear all risks and liabilities of making any Bets outside Hong Kong.