

SUPPLEMENTARY GAZETTE



**THE SOUTH AUSTRALIAN
GOVERNMENT GAZETTE**

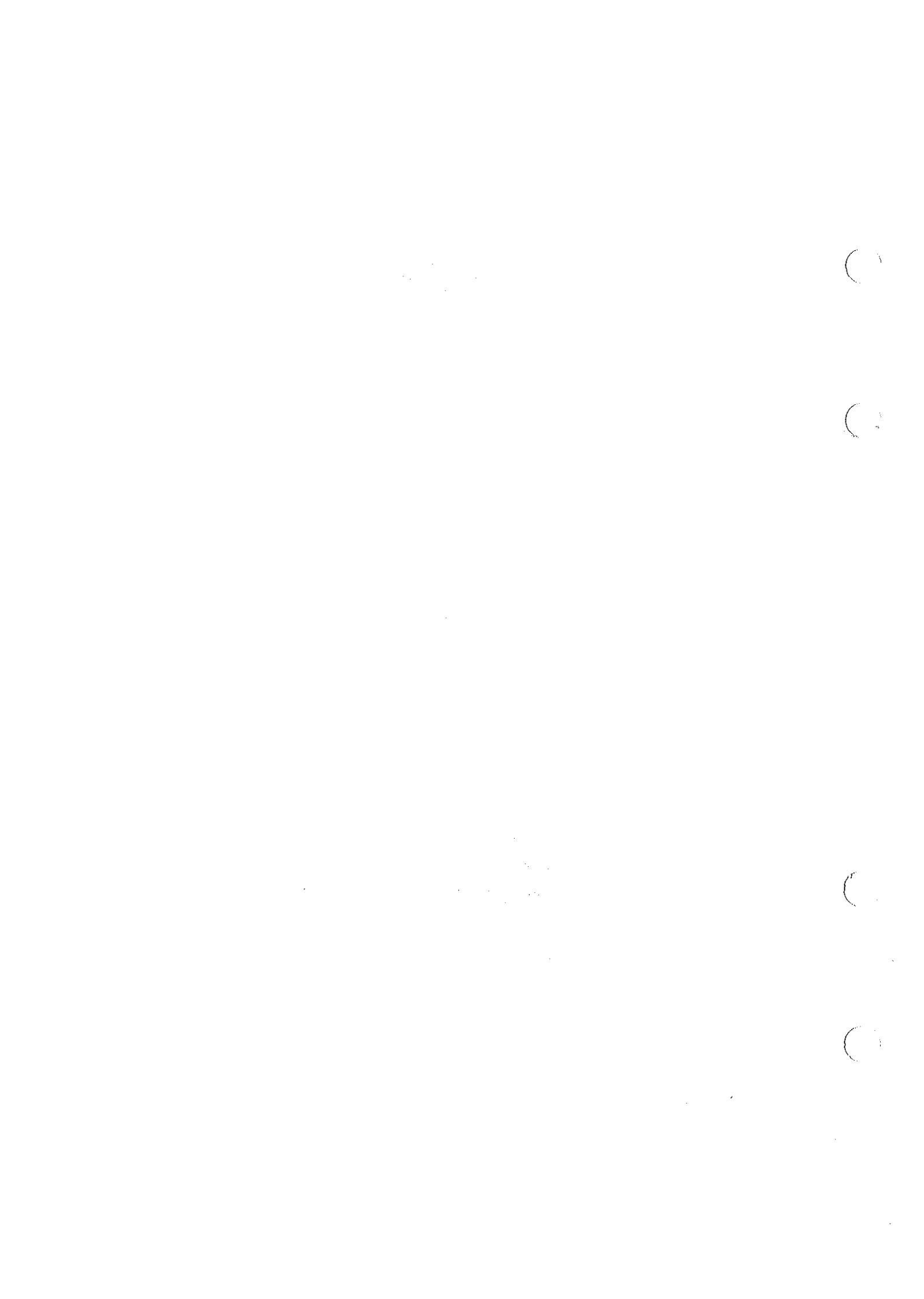
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ADELAIDE, THURSDAY, 13 DECEMBER 2001

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SA TAB Pty Ltd ACN 096 604 170

BETTING OPERATIONS RULES 2001

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BETTING OPERATIONS RULES PART I - GENERAL CONDITIONS

The following rules governing the betting operations of SA TAB Pty Ltd 096 604 170, being the holder of the major betting operations licence under the Act, have been approved by the Liquor and Gambling Commissioner of South Australia.

1. GENERAL

1.1 Citation

These Rules may be referred to as the 'Betting Operations Rules 2001'.

1.2 Commencement

These rules shall come into operation on the date on which section 41(1)(a) of the Act is proclaimed.

1.3 Application of Rules

- (a) Subject to Rule 1.2(b) and Rule 10, these Rules form a term and condition of each Bet made by an Investor with the Licensee.
- (b) Unless otherwise stated to the contrary in these Rules:
 - (i) Part I of these Rules contains general provisions applicable to all Bets made by an Investor with the Licensee;
 - (ii) Part II of these Rules contains the procedures by which the Licensee will calculate Dividends payable in relation to Totalizator Bets made on Contingencies relating to Races;
 - (iii) Part III of these Rules contains the procedures by which the Licensee will calculate Dividends relating to fixed odds Bets in relation to Contingencies on which the Licensee conducts fixed odds betting.

1.4 Definitions

In these Rules, unless the context requires otherwise:

'**Acceptor**' means any Participant that is accepted for any event upon which the Licensee is receiving Bets.

'**Act**' means the *Authorised Betting Operations Act 2000* as in force from time to time and includes any regulations in force at any time under the Act.

'**Agency**' means an office, place or other site established by the Licensee for the receipt of Bets and includes any site at which the Licensee accepts Bets via any Telecommunications Device.

'**All-up**' means a Bet on a Participant in a Race in a particular Pool which is reinvested with any Dividend or Refund entitlement in accordance with the Investor's irrevocable

instructions given at the time of the initial Bet in subsequent Pools in subsequent Races in a manner allowed by the Licensee.

'Amount Available for Dividend' in respect of any Pool means the greater of:

- (a) the amount of any Seed Funding guaranteed by the Licensee; and
- (b) the total amount invested by all Investors in the Pool less Deductions and Refunds (if applicable) in relation to the Pool.

'Approved Contingency' means any contingency approved by the Authority from time to time for the purposes of section 4 of the Act on which the Licensee may conduct Totalizator Betting or fixed odds betting.

'Authority' means the Independent Gambling Authority established under the *Independent Gambling Authority Act 1995 (as amended)*.

'Bet' means a bet or wager laid by an Investor with the Licensee on the chance that a particular Contingency will occur, on the terms set out in these Rules.

'Brackets' means the inclusion of two or more Acceptors with a common List Number.

'Card' means eight different Races designated by the Licensee held at the same or different Race Meetings.

'Club' means an entity that conducts Race Meetings.

'Contingency' means any type of contingency (including Approved Contingencies) on which a Bet is accepted by the Licensee and on which a Dividend is payable in accordance with these Rules if the contingency occurs.

'Deduction' means, in relation to any Pool the amount or percentage described in Schedule 1, being the proportion of money invested that will be retained by the Licensee (excluding Fractions and Unclaimed Dividends) as varied by the Licensee from time to time by notice in writing to the Commissioner.

'Depositor' means a person who establishes or who has established a deposit account with the Licensee for the purpose of making a Bet.

'Dividend' means in relation to a Bet, the amount payable by the Licensee pursuant to these Rules following the occurrence of the Contingency on which the Bet was made to the Investor(s) who correctly selected that Contingency, calculated as an amount payable per Unit of the Bet.

'Double' means a Bet by the nomination of a combination of two Participants on the chance that such Participants will respectively finish first in two Races designated by the Licensee at the same or different Race meetings held on the same day.

'Feature All-In Double' means a Feature Double expressed as being 'All-In'.

'Feature Double' means a Bet by the nomination of a combination of two Participants on the chance that such Participants will respectively finish first in two Races designated by the Licensee at different Race meetings held on different days.

'Forecast' means a Bet by the nomination of a combination of two Participants on the chance that such Participants will finish (in correct order of finishing) first and second in the same Race designated by the Licensee at any Race meeting; such Participants may not be two Participants included in the same bracket.

'Fortune 8' means a Bet by the nomination of a combination of eight Participants on the chance that such Participants will respectively finish first in eight Races designated by the Licensee at the same or at different Race Meetings.

'Fourtrella' means a Bet by the nomination of a combination of four Participants on the chance that such Participants will respectively finish first in four Races designated by the Licensee at the same or at different Race meetings.

'Fractions' means any amounts resulting from rounding down dividends calculated under these Rules by the minimum amount required to express the calculated dividend as an amount that is divisible by the lowest unit of currency in circulation in Australia at that time.

'Greyhound Race' or **'Greyhound Racing'** means a race or racing between greyhounds in pursuit of a quarry or lure that is not a live animal.

'Harness Race' or **'Harness Racing'** means a pacing race or trotting race for harness racing horses.

'Horse Race' or **'Horse Racing'** means a race for galloping horses.

'Internet' means the world wide connection of computer networks providing for the transmission of electronic mail, on-line information, information retrieval, and file transfer protocols.

'Investor' means a person who makes or offers to make a Bet with the Licensee.

'Licensed Entity' means:

- (a) the holder of an on-course totalisator betting licence under section 34(1)(a) of the Act; and
- (b) any other person authorised to conduct betting operations in a jurisdiction other than South Australia under the laws of that jurisdiction.

'Licensee' means SA TAB Pty Ltd ACN 096 604 170 being the holder of the major betting operations licence under the Act or any person to whom the major betting operations licence is transferred, or re-issued, pursuant to the Act. Where the context requires, the expression the Licensee includes the Licensee's employees and agents.

'List Number' is the number given to a Participant for the purpose of identifying the Participant.

'Minimum Bet' means the amount from time to time determined by the Licensee as the minimum amount that constitutes a Bet for the purpose of Totalizator Betting in accordance with these Rules.

'Mystery Bet' means a Trifecta Bet where the Investor agrees with the Licensee that the Licensee will select Participants on behalf of the Investor in accordance with Rule 7.

'Mystery Fortune 8' means a Fortune 8 Bet where the Investor agrees with the Licensee that the Licensee will select Participants on behalf of the Investor in accordance with Rule 8.

'Notice' means a notice in accordance with Rule 3.2.

'Official Scratching Time' means the time specified in the conditions of the Race as the time after which a Participant will not be scratched from that Race except by order or permission of the Stewards.

'On-course' means a place where a Race Meeting is or can be held.

'Participant' means:

- (a) in the context of a Horse Race, a galloping horse which has been entered for a Horse Race conducted by a Club;
- (b) in the context of a Harness Race, a harness racing horse which has been entered for a Harness Race conducted by a Club;
- (c) in the context of a Greyhound Race, a greyhound which has been entered for a Greyhound Race conducted by a Club;
- (d) in the context of any other Race on which Totalizator Betting is conducted pursuant to these Rules, an entrant in that Race.

'Pick 4' means a Bet by the nomination of a combination of four Participants on the chance that such Participants will finish (in correct order of finishing) first, second, third and fourth in the same Race, designated by the Licensee at any Race meeting.

'Place' means a Bet by the nomination of a Participant on the chance such Participant will finish either first, second or third in a Race.

'Placed Participant' means a Participant which finishes first, second or third in a Race except in the case of a Pick 4 where it means a Participant finishing first, second, third or fourth in a Race.

'Pool' means a group of Contingencies comprising all those Contingencies in respect of which the happening of any one such Contingency within that group would render it impossible (with the exception of dead heats) that any other Contingency in the group could occur, and includes without limitation, all possible Contingencies selected by Investors for each of the following categories in a particular Race or Races (as the case may be):

- (a) a Win;
- (b) a Place;
- (c) a Quinella (either jackpotting or non jackpotting);
- (d) a Forecast (either jackpotting or non jackpotting);
- (e) a Trio;
- (f) a Trifecta (either jackpotting or non jackpotting);

- (g) a Double, Feature Double or Feature All-In Double;
- (h) a Treble;
- (i) a Fourtrella;
- (j) a Pick 4;
- (k) an All-Up;
- (l) a Fortune 8.

'Pooling Agreement' means an agreement between the Licensee and a Licensed Entity to pool Totalizator Bets of the same type for the purpose of calculating and paying Dividends to investors.

'Principal' means any person authorised to conduct betting operations in or outside Australia on whose behalf the Licensee is acting as agent for the purpose of accepting bets or wagers.

'Quinella' means a Bet by the nomination of a combination of two Participants on the chance that such Participants will finish (irrespective of order) first and second in the same Race designated by the Licensee at any Race meeting.

'Race' means any:

- (a) Horse Race;
- (b) Harness Race;
- (c) Greyhound Race; or
- (d) other race or event,

on which the Licensee is authorised to conduct Totalizator Betting in accordance with these Rules for the purposes of the Act.

'Race Meeting' means a race meeting at which any Race(s) is or are conducted.

'Refund' means the amount of a Bet that is repayable to an Investor in accordance with these Rules (less Deductions, if applicable).

'Rules' means these Betting Operations Rules 2001.

'Rules of Racing' means the rules for the time being in force at the particular Race Meeting at which the relevant Race is being conducted whether or not such Race Meeting is held in the State of South Australia or elsewhere.

'Seed Funding' means a guarantee by the Licensee to fund any Pool so that the Amount Available for Dividend will not be less than an amount specified by the Licensee.

'Scratchings' includes withdrawal and a non-starter.

'Starter' means and includes every Participant which is declared a starter by the Stewards pursuant to the relevant Rules of Racing.

'Stewards' means the stewards or other representatives of the Club responsible under the Rules of Racing for conducting the Race Meeting or Races in respect of which the Licensee is receiving Bets.

'Telecommunications Device' means:

- (a) a computer adapted for communicating by way of the Internet or other communications network;
- (b) a television receiver adapted to allow the viewer to transmit information by way of a cable network or another communications network;
- (c) a telephone;
- (d) any other electronic device or thing for communicating at a distance.

'Ticket' means the receipt or certificate issued to an Investor by any cash Agency on which is recorded details of the Bet made by the Investor.

'Totalizator Bet' or **'Totalizator Betting'** means betting on the principle that the amount of the Dividend in respect of any Contingency is calculated by dividing the Amount Available for Dividend by the number of winning Units invested on the Contingency.

'Treble' means a Bet by the nomination of a combination of three Participants on the chance that such Participants will respectively finish first in three different Races designated by the Licensee at the same or at different Race meetings.

'Trifecta' means a Bet by the nomination of a combination of three Participants on the chance that such Participants will finish (in correct order of finishing) first, second and third in the same Race, designated by the Licensee at any Race meeting.

'Trio' means a Bet by the nomination of a combination of three Participants on the chance that such Participants will finish (irrespective of order of finishing) first, second and third in the same Race, designated by the Licensee at any Race meeting.

'Unit' means the amount(s) designated from time to time by the Licensee as being the amount(s) in respect of which any Bet(s) or class of Bet(s) must be denominated.

'Unclaimed Dividends' means dividends that are payable by the Licensee on a winning Bet which are not claimed by the person entitled to the dividend within the period specified in these Rules.

'Win' means a Bet by the nomination of a Participant on the chance that such a Participant will finish first in a Race.

'Winner' means the Participant placed first in any Race.

1.5 Interpretation

In the interpretation of these Rules, unless a contrary intention appears, words importing the masculine gender will include the feminine gender, words importing the plural will include the singular and words importing the singular will include the plural and person will include a body corporate.

2. BETS AT OR THROUGH AGENCIES

2.1 Licensee Rules

By making a Bet or offering to make a Bet with the Licensee each Investor accepts and agrees to be bound by the relevant provisions of these Rules, copies of which will be available at all Agencies for perusal on request.

2.2 Rules of Racing

Bets are accepted on Contingencies related to Races (except in so far as they may be inconsistent with these Rules) subject to the Rules of Racing, including, without limitation any provisions in the Rules of Racing in respect of the entry, acceptance, bracketing, withdrawal or disqualification of Participants, to the running of Races, to the powers of the Stewards or any other tribunal authorised under the Rules of Racing and to the procedures governing the operation of Totalizator Betting.

2.3 Minors

- (a) The Licensee will not accept Bets from any person that is under the age of eighteen (18) years of age or cannot reliably identify themselves as being over the age of eighteen (18) years of age upon request by the Licensee.
- (b) If a person making a Bet is subsequently determined to be under the age of eighteen (18) years of age, no Dividend, withdrawal or Refund payments of money will be made by or to or on behalf of such person and the amount of the Bet will be forfeited to the Licensee.

2.4 Unit of Bets

- (a) The Unit of Bet for all types of Bet will be the amount for the time being fixed by the Licensee.
- (b) The Licensee may fix different Units of Bet for different types of Bets and method of placement of such Bets.
- (c) The Licensee may, at its discretion, fix different minimum Units in respect of Bets for different Pools.

2.5 Dividends

- (a) The Dividend declared will be an amount calculated in relation to a Unit and no Dividend will be paid except on a Placed Participant as declared by the Stewards.
- (b) No Investor on any other Participant in that Race will be entitled to receive a Dividend on that Race notwithstanding that by subsequent order of the Club, of any Court or otherwise, any other Participant will be declared a Placed Participant.

2.6 Contingencies for which Bets will be Accepted

Notwithstanding any other provision of these Rules, Bets will only be accepted by the Licensee on such Contingencies as may be determined from time to time by the Licensee as Contingencies on which the Licensee wishes to accept Bets.

2.7 Information as to Contingencies

Notwithstanding any other provision in these Rules, Investors must satisfy themselves as to the Starters in any Race, and as to any other information displayed or given by the Licensee concerning any Contingency, and to the maximum extent permitted by law the Licensee will not be responsible for or under any liability in respect of:

- (a) the incorrect omission or inclusion of a Starter in any Race;
- (b) the fact that any Participant is shown or given as scratched when it is not scratched or the fact that any Participant is not shown or given as scratched when in fact it has been scratched; or
- (c) any other information whatsoever displayed or given by the Licensee concerning any Race or Contingency.

2.8 Closing Time for Bets

- (a) The closing time for the receipt of Bets by the Licensee will be as determined from time to time by the Licensee either generally or in respect of any Agency or any Race or Contingency, but unless otherwise specified in these Rules, will be the start of any Race or Contingency.
- (b) The Licensee will not accept Bets from Investors after the closing time for acceptance of Bets as determined by the Licensee.
- (c) Where a Bet is accepted in error by the Licensee after the closing time for acceptance of Bets, the Licensee may, in its absolute discretion, decide to not recognise such Bet, in which case the Investor will be entitled to a Refund of the amount invested.

2.9 Methods of Investing

Subject to these Rules and any other applicable laws, Bets may be made by Investors in any of the following manners:

- (a) cash payment at any Agency;
- (b) instructions conveyed by any Telecommunications Device nominated by the Licensee from time to time against a deposit account previously established with the Licensee, or by Dividends credited to such an account; or
- (c) valid postal instructions in accordance with Rule 5.

2.10 Rejection of Bets

The Licensee and each employee or agent of the Licensee are under no obligation to accept any Bet and may at any time and without giving any reason refuse to accept part or the whole of any Bet.

2.11 Refunds of Bet

- (a) For the purposes of this Rule 2.11, 'nominated time' in respect of a Bet means:

- (i) subject to Rule 2.11(b), in the case of any Contingency the last time falling before the commencement of a specified period nominated from time to time by the Licensee that precedes the advertised or actual commencement of the event from which the Contingency may arise; and
 - (ii) in the case of a Double, Feature Double, Treble, Fourtrella, Fortune 8 or All-Up Bet, a time that precedes the advertised time of commencement of the first Race of that Bet by a period nominated from time to time by the Licensee.
- (b) The Licensee may select different nominated times for different Contingencies.
 - (c) Subject to any notification by the Licensee to the contrary, with the exception of a Feature All-In Double, an Investor may cancel and obtain a Refund of any Bet before the nominated time.
 - (d) A Bet may only be exchanged after the nominated time applicable to that Bet in accordance with procedures set by the Licensee from time to time.
 - (e) Subject to these Rules, if a Participant is scratched, the Investor is entitled to request and be paid a Refund in accordance with the procedures set out in these Rules.

2.12 Pick the Field

Notwithstanding any other provision of these Rules, where:

- (a) an Investor selects the 'field' as part of any Bet; and
- (b) the Ticket representing the Bet is endorsed with the word 'field'; and
- (c) there is at least one emergency Participant for that Race; and
- (d) any Participant is withdrawn and an emergency Participant starts in the Race;

then the Bets on any Participants that are withdrawn will be transferred to emergency Participants in the following order:

- (i) the Bets on the first Participant appearing on the Licensee's list of runners will be transferred to the first emergency Participant which the Licensee is advised will be starting in the Race;
 - (ii) the Bets on the second Participant appearing on the Licensee's list of runners will be transferred to the second emergency Participant which the Licensee is advised will be starting in the Race; and so on, and
- (e) with respect to the Bets on any withdrawn Participants that are not transferred to emergency Participants in accordance with Rule 2.12(d):
 - (i) in the case of Win, Place, Quinella, Forecast, Trio, Trifecta and Pick 4 and All-Up Bets, the Licensee will pay a Refund to the Investor at the request of the Investor in accordance with the procedures set by the Licensee from time to time;

- (ii) in the case of Double and Feature Double, Treble, Fourtrella or Fortune 8 Bets, the Bets will be transferred to the substitute, in accordance with Rules 22.5, 24.5, 25.4, or 27.5 respectively;
- (iii) in the case of Feature All-In Double Bets, the Bets will be forfeited.

2.13 Bets Received in Respect of a Postponed or Abandoned Race or Race Meeting

- (a) Subject to these Rules, if a Race or a number of Races are postponed to a later date or abandoned then all Bets made on such Race or Races will be Refunded by the Licensee.
- (b) If after sales have opened on a Race, the number of Participants in that Race is reduced by Scratchings to one, that Race will be regarded as being abandoned.

2.14 Brackets and Alterations

Subject to these Rules, the following provisions apply to Bets made with the Licensee on any Participant included in a bracket on any Race list promulgated by the Licensee:

- (a) Where Acceptors are bracketed all Bets received by the Licensee in respect of any Acceptor in the bracket will be invested on the List Number allocated to the bracket in which such Acceptor is included.
- (b) Bracketed Participants will be treated as one Participant in the computation of Dividends.
- (c) Where one Acceptor in a Bracket is scratched, the Bet will remain on the List Number allocated, and the Investor will be entitled to be paid any Dividend that may be payable in respect of the Acceptor remaining in the said bracket, unless the Investor applies for a Refund as provided in Rule 2.11.
- (d) For Win, Place, Quinella, Forecast, Trio, Trifecta and Pick 4 betting, if all Acceptors included in a bracket are scratched, the Investor will be entitled to a Refund in full of any Bet made in respect of any Participant included in the bracket.

2.15 Failure to Record Bets

Subject to the application of any other Rule which may apply, where details of a Bet otherwise properly received by the Licensee have, for any reason (including failure in the means of or error in transmission or to other circumstances beyond the control of the Licensee) not been taken into account in calculating the Dividend for which the Bet was made and the Dividend has been declared then, notwithstanding such declaration of Dividend, the Licensee may at its discretion re-calculate the Dividend taking into account all Bets (including those not previously taken into account) and the re-calculated Dividend will be the Dividend payable by the Licensee.

2.16 Fractions

- (a) Notwithstanding any other provision of these Rules, in calculating any Dividend, the Licensee may round down the Dividend calculated under these Rules by the minimum amount required to express the calculated dividend as an amount that is divisible by the lowest unit of currency in circulation in Australia at that time.

- (b) The Licensee will round down each Dividend calculated in respect of a Totalizator Pool under these Rules (as described in Rule 2.16(a)) prior to multiplying such Dividend by the number of winning Units invested by an Investor for the purpose of determining the amount payable to that Investor on a winning Totalizator Bet.
- (c) For the avoidance of doubt, but subject to any other legal obligation to the contrary:
 - (i) these Rules do not require the Licensee to pay Fractions to winning Investors; and
 - (ii) the Licensee is entitled to retain Fractions in addition to Deductions, Unclaimed Dividends and any other amount permitted to be retained by the Licensee out of Bets made by Investors pursuant to these Rules.

2.17 Unclaimed Dividends

Notwithstanding any other provision of these Rules:

- (a) the Licensee will cease to be under an obligation to pay a Dividend to an Investor if that Dividend remains unclaimed at the expiry of six months after the date on which that Dividend first became payable; and
- (b) Unclaimed Dividends will become the property of the Licensee at the expiry of the six month period referred to in Rule 2.17(a) and may be retained by the Licensee in addition to Deductions, Fractions and any other amount permitted to be retained by the Licensee out of Bets made by Investors pursuant to these Rules.

2.18 Mistaken Dividends or Refunds

Any Dividend or Refund miscalculated by the Licensee is void and the incorrect amount of the Dividend or Refund constitutes a debt owed by, or credit due to, the Investor (as the case may be) and the Licensee reserves the right to make appropriate amendments to the Investor's deposit account without notice to the Investor or other wise take action to recover money owing to the Licensee.

3. BETS BY CASH

3.1 General Provision

- (a) Cash Bets will be accepted only during the hours advertised at each Agency for the acceptance of such Bets but the Licensee or employee or Agency of the Licensee may declare at any time that the Agency is closed for receiving cash Bets.
- (b) Only bank notes or coins which are legal tender in the Commonwealth of Australia will be accepted.

3.2 Bet Information

- (a) For the purpose of identifying Participants, the Licensee will where reasonably practicable display information at its Agencies showing the following information ('Notices'):

- (i) the Acceptors known to have nominated or accepted or declared for those Race Meetings for which the Licensee will be receiving Bets;
 - (ii) the date and code letter or abbreviation of each such Race Meeting;
 - (iii) the numbers of the respective Races and the List Numbers allotted to the Acceptors or declarations in such Races;
 - (iv) such other distinguishing mark as may be necessary or desirable for the proper identification of Participants or Bets; and
 - (v) such other information as the Licensee determines for identifying Participants for the purpose of making a Bet.
- (b) Subject to these rules, Bets may be received by the Licensee in respect of those Races and Race Meetings and Participants nominated or accepted or declared in respect of which a Notice is displayed. If a Bet is received in respect of a Participant for which no Notice is exhibited then to the maximum extent permitted by law, the Bet will be at risk of the Investor and the Licensee will not be responsible for any loss suffered by the Investor howsoever arising whether by reason of erroneous or different encoding of the Participant or any error or omission of any servant or agent of the Licensee or otherwise.

3.3 Procedures for Investing on Races

- (a) Except in the case of a Mystery Bet or Mystery Fortune 8 Bet, before a Bet will be accepted by the Licensee the Investor must indicate clearly:
- (i) the code letter or abbreviation for the Race Meeting concerned;
 - (ii) the Race Number (if required);
 - (iii) the List Number or numbers allocated by the Licensee to the Participant(s);
 - (iv) the amount and type of the Bet; and
 - (v) such other information as may be required by the Licensee to identify the Bet to be made.
- (b) On acceptance of the Bet the Investor will be issued with a Ticket which must be presented when claiming any Dividend or Refund due in respect of such Bet.

3.4 Issue of Tickets

- (a) Each Ticket will show:
- (i) the Units or amount invested on each type of Bet; and
 - (ii) such other information as may be necessary to identify the Bet recorded.
- (b) When a Ticket is issued and the amount of the Bet is indicated by a numeral, the numeral will mean the number of Units invested. A Ticket will not be issued for less than the Minimum Bet.

3.6 Lost Tickets

- (a) A Dividend or Refund in respect of a lost Ticket will only be payable at the discretion of the Licensee. The Licensee may require the person making the claim to verify the claim in such manner as the Licensee requires including by making a statutory declaration.
- (b) If the Licensee is able to verify any claim, it may at its discretion pay the Dividend or Refund to which the claim relates to the Investor.
- (c) A processing fee of an amount determined from time to time by the Licensee in connection with the establishment and payment of a claim in respect of a lost Ticket for the Dividend or Refund may be deducted from the amount of any Dividend or Refund due to the Investor or, at the Licensee's discretion, may be charged by the Licensee before the claim is processed.

4. BETS BY TELECOMMUNICATIONS DEVICE

4.1 General

- (a) Bets by Telecommunications Device will be accepted at such Agencies as may be nominated by the Licensee for that purpose and only against a deposit account previously established at such Agency or against Dividends credited to the deposit account.
- (b) An Investor who has established such an account must only use the Telecommunications Device number or details notified to him by the Agency to place Bets by Telecommunications Device.
- (c) The Licensee or any officer or employee of the Licensee may refuse to accept any amount as a deposit or, having accepted such, may at any time refund the deposit or any balance of the account at their discretion and without giving any reason.
- (d) Bets may be made by Telecommunications Device at any time during business hours of the Agency concerned up to the closing time of that Agency for the type of Bet concerned.
- (e) A separate record will be kept of the account of each Depositor and of the Bets made against it.
- (f) Subject to Rule 3.5(e), Dividends and Refunds will be credited to the Depositor's account as soon as practicable following declaration of a Dividend by the Licensee.
- (g) No instructions or amendments to previous instructions will be acted upon unless received by Telecommunications Device or letter signed by the Depositor.
- (h) The Licensee may in its absolute discretion close any account without giving any reasons and without prejudice to the generality of the foregoing may exercise discretion if:
 - (A) the account has not been used for a period as determined by the Licensee; or

- (B) the account has been operated in breach of any Rules or terms and conditions and in particular if the account has been used for purposes other than betting
- (i) The Licensee may charge an administrative fee for the keeping of an account or the closing of the account with such fee being deducted from the balance of the account.

4.2 Procedure for Opening and Operating a Deposit Account

- (a) An application to open a deposit account must be in writing giving the information required and be in the form required by the Licensee and must be signed by the applicant.
- (b) New applications must be accompanied by the minimum deposit as nominated by the Licensee.
- (c) Where a cheque is received as a deposit, no Bet against the deposit will be accepted until the cheque is cleared unless the cheque is a bank cheque. Cheques drawn in favour of the Licensee may be accepted (subject to clearance) only when drawn on an account of the Depositor unless otherwise approved by the Licensee. Cheques issued by the Licensee may be accepted provided they are in favour of the Depositor.
- (d) The Depositor will be given an acknowledgment of the amount deposited and will be notified in writing of his account number together with any other information relating to the Depositor's access and use of the deposit account that the Licensee directs from time to time.
- (e) Any Depositor so desiring to increase the balance of his account may do so by forwarding or paying an additional amount at any Agency authorised to receive deposits, or by using any direct debit or like arrangements made available by the Licensee from time to time, and by advising his account number and code and name if applicable.
- (f) At the discretion of the Licensee any Depositor may be required at any time to submit a further application amending any or all of the particulars required to be given in relation to the account. The Depositor may similarly revoke the original application and replace it by a new one on satisfying the Licensee that there is reasonable need of it for his own protection. In either case any balance remaining in the account of the Depositor will be transferred to the new account which may be created in lieu of the previous account.
- (g) An Investor must only access and use the deposit account using the account number and any other numbers notified to the Investor by the Licensee from time to time.

4.3 Procedure for Investing

- (a) The Depositor must state his account number and code if applicable.
- (b) Except in the case of a Mystery Bet or Mystery Fortune 8 Bet, the Depositor is required to supply the following information:

- (i) the code letter or abbreviation for the Race Meeting concerned;
 - (ii) the Race Number (if required);
 - (iii) the List Number or numbers allocated by the Licensee to the Participant(s);
 - (iv) the amount and type of the Bet; and
 - (v) such other information as may be required by the Licensee to identify the Bet to be made.
- (c) The Licensee may provide a facility whereby the Licensee shall repeat the Bet details back to the Investor for verification (a 'call back') prior to accepting the Bet. The Investor must correct any inaccurate or omitted Bet details at the conclusion of the call back. The Investor is not entitled to claim a Refund or Dividend that might otherwise have been paid if he or she fails to correct an inaccurate or omitted Bet.
- (d) If a call back facility is not provided by the Licensee under Rule 4.3(c), or the Investor requests that no call back be given, the Bet details received by the Licensee will constitute the Bet made by the Investor. The Investor will not have any opportunity to check or amend any inaccurate or omitted Bet details after the Bet details have been transmitted to the Licensee. The Licensee will entertain no claims in respect of such inaccurate or omitted Bets, provided that nothing in this Rule prevents an Investor from cancelling a Bet in accordance with these Rules.
- (e) The Bet will not be accepted by the Licensee until the Licensee has checked that the balance of the Depositor's account is equal to or exceeds the Bet made.
- (f) Where through omission or error by the Licensee or employee or agent a Depositor's account runs into a debit balance, whether such debit balance arises as a result of a Bet made by the Depositor at a time when there is insufficient credit balance in his account properly to accommodate such Bet or otherwise:
- (i) the Depositor must immediately upon demand pay to the Licensee the amount of such debit; and
 - (ii) the Licensee is entitled to set off such amount against any Dividend or Refund to which the Depositor would otherwise be entitled.

4.4 Crediting and Payment of Dividends and Refunds

- (a) All Dividends and Refunds will be credited to the Depositor's account.
- (b) The balance at any time standing to the Depositor's account will be disposed of in accordance with the instructions of the Depositor. The instruction will be in such form as the Licensee from time to time may require.
- (c) In the absence of such instructions the balance may be retained pending receipt of instructions or the whole or part of the balance may be remitted to the

Depositor at any time at the discretion of the person in charge at the Agency at which the account is held.

4.5 Errors in Giving or Recording Bets made via a Telecommunications Device

- (a) Where an error is made in giving or recording the details of a Bet made via a Telecommunications Device, and the error results in an incorrect Bet being made, the Bet will be deemed to be that which is recorded at the Agency so that the Depositor will suffer the loss or receive the benefit as the case may be.
- (b) Where the error results in a loss to the Depositor and he alleges that the error was due to the mistake or other default of the Licensee or employee or agent, the Licensee will inquire into the circumstances and if in its absolute discretion the Licensee is satisfied that such error was due either to the default or to the negligence of its employee or agent, the Licensee will refund the amount invested but the Licensee will not be liable to pay any Dividend which would have been payable had the correct Bet been made. Application for a Refund must be made not later than fourteen days after the date of the event in relation to which the Bet was made. Notwithstanding the foregoing, the Licensee will have an absolute discretion, if it sees fit, to pay part or all of the Dividend which it is alleged would have been due but for the error.

4.6 Other Conditions Applicable to Bets made via Telecommunications Devices

- (a) To the maximum extent permitted by law, neither the Licensee nor any employee or agent of the Licensee will be responsible for any loss or damage suffered by an Investor or any other person arising from or in connection with Bets made via a Telecommunications Device using a deposit account.
- (b) Any claim in respect of an alleged inaccurate entry in a Depositor's account must be made in writing within fourteen days of the date on which the alleged inaccurate entry occurred.
- (c) Any remittance required to be sent in respect of any balance of a deposit account will be paid at the discretion of the Licensee by cheque, or any other means acceptable to the Licensee to the address registered for that deposit account or into an account identifiable to the account holder.
- (d) Any duty, tax or postage payable on any such remittance other than by cheque will be payable by the Investor and may be debited against his account.
- (e) The receipt of any cheque at the address given by the Depositor will be at the sole risk of the Depositor. The Licensee will be under no obligation to send any remittances by registered post or certified mail.
- (f) Unless requested by the Depositor, statements of account will not be forwarded. Where statements of account are requested, costs incurred by the Licensee, including postage will be debited against the account.
- (g) The Licensee's record of Bet instructions received from an Investor will be deemed to be the true and correct record of such instructions.

5. BETS BY POST

5.1 General Provisions

- (a) Bets by post may be made, subject to instructions given by the Licensee as to the address or addresses to which letters should be sent, as follows:
 - (i) by written instructions accompanied by a remittance of the amounts to be invested; and
 - (ii) by written instructions against a deposit account previously established or Dividends or Refunds credited to the Depositor's account.
- (b) Bets by post and the lodging of written instructions against deposit accounts will be accepted only at such Agencies as the Licensee may from time to time nominate, and for such period as the Licensee deems fit, and the Licensee may at any time direct that Bets posted from any particular area, district or locality will be addressed to a particular address.
- (c) Except as provided in Rule 5.1(d) instructions or amendments to previous instructions must be in writing and signed by the Depositor.
- (d) Where a postal deposit account has been established Bets may also be made by Telecommunications Device against the deposit account provided the procedures relating to Bets by Telecommunications Device set out in Rule 4.3 are followed.
- (e) All remittances will be by bank draft, cheque, postal order, money order or by bank note which is legal tender in the Commonwealth of Australia. Cheques signed by the Depositor will be accepted as a deposit for future Bets but will not be credited to the Depositor's account or be available for betting until cleared.
- (f) In respect of remittances or correspondence passing to and from the Licensee and an Investor, the Investor will accept all risks, losses, delays, errors or omissions which may occur in the ordinary course of post.
- (g) If a remittance, other than a deposit, is received for a Bet or an amount net to the Licensee which is inconsistent with Rules of the Licensee, the Licensee may in its sole discretion either reject the Bet altogether or accept it up to the multiple next below the net amount so received by the Licensee. At the discretion of the Licensee, the balance due to the Depositor may be refunded to the Depositor by the Licensee less expenses incurred by the Licensee, if any, or credited to a deposit account.
- (h) Where instructions for a Bet are received by the Licensee and the Investor's instructions are for a Bet exceeding the amount remitted with the instructions or the amount standing to the credit of the Investor's deposit account (as the case may be) the Licensee may in its absolute discretion apply the amount remitted or standing to the credit of the account or any part thereof to a Bet or Bets on any one or more of the Participants selected by the Investor and the application of such amount by the Licensee will be final and conclusive and binding on the Licensee and the Investor.

5.2 Method of Betting

- (a) Except as provided in Rule 5.1(d) instructions must be in writing and be accompanied by a remittance for the Bets required. Instructions relating to Bets against a deposit account must also be in writing signed by the Depositor.
- (b) The instructions as to Bets must record clearly:
 - (i) the surname, initials and postal address of the Depositor, all in block letters;
 - (ii) where the Bet is not a Mystery Bet or Mystery Fortune 8 Bet, the information listed in Rule 3.3(a);
 - (iii) the amount to be invested on each separate Bet and the total amount enclosed (if applicable);
 - (iv) the usual signature of the Depositor.
- (c) Instructions will not be accepted for alternative Bets to be made in the event of a nominated Participant being scratched. The Investor will be bound by the particulars and instructions supplied by him, and by these Rules.
- (d) Where instructions are incomplete or are in its opinion not sufficiently clear, the Licensee may, in its discretion, reject the Bet or accept the Bet according to what is believed to be the intention of the Depositor. The Depositor will be bound by any such decision.
- (e) Subject to the provisions of Rule 5.3, Bets against Dividends or Refunds payable or to become payable on previous Bets will not be accepted.
- (f) The Licensee may, in its discretion, accept part of any Bet instructions where the acceptance of the whole is not permitted under these Rules. The Depositor will be bound by the Licensee's action.
- (g) The Licensee will accept Bets and instructions received in respect of Bets up to a reasonable period (as determined by the Licensee from time to time) prior to the commencement of the event from which the relevant Contingency may arise. Instructions received by the Licensee at any time later will not be accepted unless the Licensee, in its sole discretion accepts the instructions.
- (h) The Licensee will not be bound to acknowledge receipt of or compliance with instructions for a Bet.

5.3 Crediting and Payment of Dividends and Refunds

- (a) In the case of deposit accounts to be operated against by written postal instructions, Dividends and Refunds will be credited to the Depositor's account as soon as is practicable after Dividends have been declared by the Licensee. In the absence of written instructions, the balance of the deposit account may be retained pending receipt of written instructions or remitted to the Depositor at the discretion of the Licensee.
- (b) Dividends and Refunds due will be posted on the earliest convenient week day next after the day on which Dividends were declared and will be paid at the

discretion of the Licensee by cheque, or any other means acceptable to the Licensee to the address given on the current instructions relating to the Bet or credit in respect of which the Dividend or Refund or other remittance is payable. The posting of the remittance at any Post Office in the State of South Australia will be deemed delivery to the Depositor. The Licensee will be under no obligation to send any remittances by registered post or certified mail.

- (c) Any duty, tax or postage payable on any such remittance other than by cheque will be payable by the Depositor.
- (d) The Licensee will not be bound to submit a statement of account when forwarding any remittance.
- (e) If in any case the Licensee is in doubt to whom or what address any Dividend, Refund or other remittance from the Licensee should be sent, the Licensee will retain the amount payable and the person who claims to be entitled thereto must apply in writing, or if so required, in person to the Agency to which the Bet was sent, and submit proof to the satisfaction of the Licensee of his right to receive the amount held by the Licensee.
- (f) Any Depositor who claims he has not received the full Dividend or Refund to which he is entitled, or who alleges that there is an inaccurate entry in his account statement, must apply in writing to the Agency where the Bet was made within fourteen days of the day on which the Race concerned was run, and the application must be accompanied by all relevant information supporting the claim. The Licensee will notify the Depositor of the decision regarding the claim. The decision of the Licensee is final and binding.
- (g) Where a Bet or deposit has not been accepted a Refund may be made at the discretion of the Licensee by the return of the remittance in the same form and manner as it was forwarded by the Investor.

6. CONDUCT OF INVESTORS

6.1 Discretion to refuse entry or to accept Bets

Without limiting any other provision of these Rules, the Act or any other right or privilege of the Licensee at law or equity, the Licensee reserves the right in its absolute discretion to refuse entry or access to its Agencies or eject any person already on its premises or refuse to accept Bets from any person who:

- (a) is under, or appears to be under the age of eighteen (18) years of age;
- (b) is prohibited under or by virtue of the Rules of Racing from entering upon any premises of any race course;
- (c) behaves or has behaved in a manner which is disorderly or offensive;
- (d) is or appears to be under the influence of intoxicating liquor, drugs or other intoxicating substances;
- (e) causes, has caused, or is likely to cause annoyance, disturbance or distress to any person;
- (f) offends or is likely to offend any person; or

- (g) is otherwise in breach of any law including the Act.

6.2 Barring Order

Without limiting Rule 6.1, pursuant to section 50 of the Act, if the Licensee is satisfied that the welfare of a person, or the welfare of a persons dependants, is seriously at risk as a result of excessive gambling, the Licensee may, by written order served on the person do one or more of the following:

- (a) bar the person from entering or remaining in a specified Agency;
- (b) bar the person from making Bets at a specified Agency; and
- (c) bar the person from making any Bets by Telecommunications Device, post or other means not requiring attendance at an Agency.

6.3 Variation of barring order

The Licensee may, by further written order served on a person, vary or revoke an order made under Rule 6.2.

7. MYSTERY BETS

7.1 Provisions applying to Mystery Bets

The following provisions apply to Mystery Bets:

- (a) If the Investor selects a Contingency on which the Mystery Bet is to be placed, it will be placed on the next Contingency on which Trifecta betting is available.
- (b) If the Investor selects a Race meeting on which a Mystery Bet is to be placed, it will be placed on the next Race at that meeting on which Trifecta betting is available.
- (c) If the Investor selects a Race Meeting and a specific Race on which the Mystery Bet is to be placed, it will be placed on that specific Race providing Trifecta betting is available.
- (d) If the Investor does not select either the Contingency, Race Meeting or specific Race, the Bet is to be placed on the next Race to be run on which Trifecta betting is available.
- (e) Selection of a Participant by the Licensee for the purposes of a Mystery Bet on behalf of an Investor will be made at random by means of a computer.
- (f) In the case of a Mystery Bet on a Race:
 - (i) the Participant selected to finish first will be selected from the five most favoured runners in the Race based on Bets in the Win Pool processed by the Licensee at the time the Bet is placed; and
 - (ii) two Participants must be selected to finish either second or third from all the Participants entered in the Race that have not been scratched excluding the Participant selected to finish first; and

- (iii) notwithstanding Rules 7.1(f)(i) and (ii), if the Investor so chooses, the Participants determined by the Licensee may be grouped together to cover all possible combinations.

8. MYSTERY FORTUNE 8 BETS

The following provisions apply to Mystery Fortune 8 Bets:

- (a) If the Investor selects the code letter or abbreviation for the Race Meeting(s) on which a Mystery Fortune 8 Bet is to be placed, it will be placed on the Card for that Race Meeting(s).
- (b) Selection of a Participant by the Licensee on behalf of an Investor will be made at random by means of a computer.
- (c) The Participants selected will be selected from all the Participants entered in the respective Races that have not been scratched at the time the Bet is made.
- (d) If an Investor invests more than two Units on a Mystery Fortune 8 Bet, the Licensee will select the number of different combinations of Participants that corresponds to the multiples of two Units selected by the Investor.

9. SEED FUNDING

Notwithstanding any other provision of these Rules, the Licensee may at its discretion Seed Fund any Pool, either with or without prior notification to Investors.

10. AGENCY AND POOLING

10.1 Agency

Subject to the Act, the Licensee may from time to time:

- (a) accept Bets as agent for another Licensed Entity; or
- (b) accept Bets through another Licensed Entity that is acting as the agent of the Licensee,

whether under a Pooling Agreement or otherwise.

10.2 Pooling Agreements

Subject to the Act and without limiting Rule 10.1, the Licensee may also from time to time enter into Pooling Agreements under which the Licensee agrees:

- (a) to re-invest certain Totalizator Bets made with the Licensee with another Licensed Entity; or
- (b) to accept for reinvestment by another Licensed Entity, Totalizator Bets made with that Licensed Entity.

10.3 Application of Rules

- (a) If the Licensee accepts a Bet as agent for another Licensed Entity (whether under a Pooling Agreement or otherwise) or re-invests Totalizator Bets made with the Licensee with another Licensed Entity (pursuant to a Pooling Agreement) then:
- (i) the rules governing the betting operations of that Licensed Entity will apply to the Bet, including without limitation, the provisions for calculating and paying Dividends and Refunds; and
 - (ii) these Rules will otherwise continue to apply but only to the extent that they are not inconsistent with the rules governing the betting operations of that Licensed Entity,

subject to anything to the contrary in the relevant Pooling Agreement or any other relevant agreement between the Licensee and the Licensed Entity.

- (b) If the Licensee accepts Bets through another Licensed Entity that is acting as the agent of the Licensee (whether under a Pooling Agreement or otherwise) or accepts for reinvestment by another Licensed Entity, Totalizator Bets made with that Licensed Entity (pursuant to a Pooling Agreement), then:
- (i) these Rules will apply to the Bet, including without limitation, the provisions for calculating and paying Dividends and Refunds; and
 - (ii) the rules governing the betting operations of the Licensed Entity will otherwise continue to apply but only to the extent that they are not inconsistent with these Rules,

subject to anything to the contrary in the relevant Pooling Agreement or any other relevant agreement between the Licensee and the Licensed Entity.

10.4 Notification

- (a) The Licensee must take reasonable steps to inform Investors of:
- (i) the basis on which it is accepting Bets (ie whether Rule 10.1(a) or (b) or Rule 10.2(a) or (b) is applicable) and therefore whether, pursuant to Rule 10.3(a) or (b), these Rules or the rules of another Licensed Entity will principally apply to the relevant Bet; and
 - (ii) anything in a Pooling Agreement or other agreement that is contrary to the provisions of Rule 10.3(a) and (b) or otherwise modifies the operation of those provisions,

including by providing an Investor on request with a copy of the relevant rules of another Licensed Entity and/or a summary of any modification to the provisions of Rule 10.3(a) and (b) arising as a result of anything in a Pooling Agreement or other relevant agreement.

- (b) The Licensee must:
- (i) notify the Commissioner as soon as practical if it commences or ceases to conduct betting operations in accordance with Rule 10.1 or

10.2 or if there is a material change in the way in which those betting operations are conducted;

- (ii) provide the Commissioner with a current copy of the rules of any relevant Licensed Entity referred to in Rules 10.1 or 10.2 and details of anything in any Pooling Agreement or other agreement that is contrary to the provisions of Rules 10.3(a) and (b) or otherwise modifies the operation of those provisions; and
- (iii) notify the Commissioner as soon as practical if there is any material change to information previously provided to the Commissioner under Rules 10.4(b)(ii).

11. AMENDMENT OF THE RULES

Pursuant to the Act, any amendment of these Rules must be approved by the Commissioner.

PART II - CALCULATION OF DIVIDENDS

Part II of these Rules sets out the procedures by which the Licensee will calculate Dividends and (if applicable) offer Refunds in respect of the Totalizator Bets described in Rules 12 to 28 (inclusive) relating to Races on which the Licensee accepts Bets.

12. CALCULATION OF DIVIDENDS

12.1 General provisions

Subject to anything to the contrary in these Rules, the following provisions will apply to the calculation of Dividends on the types of Contingencies described in this Part II on which the Licensee accepts Bets:

- (a) A Dividend will be payable to an Investor upon the happening of a Contingency that is correctly selected by the Investor. Whether or not a Contingency has occurred is to be determined in accordance with these Rules and in all cases at the sole discretion of the Licensee.
- (b) The total amount payable to a particular Investor on a winning Bet will be equal to the calculated Dividend for that Contingency multiplied by the number of Units invested by the Investor on the relevant Contingency.
- (c) Subject to Rule 12.1(d), if the Dividend calculated is less than the Unit of Bet, the Dividend declared will be the Unit of Bet. If the Amount Available for Dividend is insufficient to enable a minimum Dividend equal to the Unit of Bet to be declared, an amount sufficient to enable that Dividend to be declared will be deducted from Deductions applicable to that Race and Pool.
- (d) In the event of a dead-heat:
 - (i) subject to any other Rule relating to the calculation of Dividends, the Dividend so ascertained in respect of each Participant running the dead-heat will be a minimum of 50% of the value of a Unit, provided that where the Amount Available for Dividend is insufficient to enable a minimum Dividend of 50% of the value of a Unit to be declared an amount sufficient to enable that Dividend to be declared will be deducted from Deductions;
 - (ii) if the Amount Available for Dividend is, in accordance with these Rules, divided into such number of equal parts as determined by the number of Participants running the dead-heat, each such part so ascertained will be treated separately and divided amongst and paid to the Investors selecting each such Participants or combination of Participants; and
 - (iii) in all cases the Amount Available for Dividend in respect of one of the dead-heaters must not be greater than the Amount Available for Dividend in respect of the other Placed Participants.

13. PROVISIONS RELATING TO WIN

13.1 Win

This Rule 13 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Win Bets.

13.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst the Investors selecting the Participant finishing first in the Race, or if there are no Investors on that Participant, Bets less Deductions will be Refunded to the Investors.
- (b) In the event of two or more Participants running a dead-heat for first place the whole of the Amount Available for Dividend will be divided into as many equal parts as there are dead-heaters on which there are Investors and each such part will be divided amongst those Investors who selected each such dead-heater.

13.3 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

13.4 Brackets

If a Participant included in a Bracket finishes first, the whole of the Amount Available for Dividend will be divided amongst the Investors selecting that Participant number.

14. PROVISIONS RELATING TO PLACE**14.1 Place**

This Rule 14 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Place Bets.

14.2 Number of Dividends to be paid

The following provisions apply to determine the number of Dividends to be paid:

- (a) If immediately after Official Scratching Time there are eight or more Starters in any Race, Dividends will be paid to Investors on the Participants finishing first, second and third in the Race. Any subsequent withdrawal or withdrawals ordered or permitted by the Stewards after the Official Scratching Time will not affect the number of Dividends payable notwithstanding Rule 14.2(c).
- (b) If immediately after Official Scratching Time there are more than four and not more than seven Starters in any Race, Dividends will be paid to Investors on the Participants finishing first and second only. Any subsequent withdrawal or withdrawals ordered or permitted by the Stewards after the Official Scratching

Time will not affect the number of Dividends payable notwithstanding Rule 14.2(c).

- (c) If immediately after Official Scratching Time, there are more than four Starters in a Race and if in consequence of any withdrawal or withdrawals ordered or permitted by the Stewards after the Official Scratching Time, the number of Participants which start in such Race is three or less, then all Bets for a Place on that Race will be Refunded to the Investor.
- (d) If immediately after Official Scratching Time, there are four or less Starters in any Race no Place Totalizator Betting will be operated and all Bets for a Place on that Race will be Refunded to the Investor.

14.3 Method of Calculating Dividends

- (a) The following provisions apply to a two Dividend Race:
 - (i) The Amount Available for Dividend will be divided into two equal parts. One part will be divided amongst the Investors on the first placed Participant and the other amongst the Investors on the second placed Participant.
 - (ii) In the event of a dead-heat for first place the Amount Available for Dividend will be divided into as many equal parts as there are dead-heaters. Each such part will be divided amongst the Investors on each such dead-heater.
 - (iii) In the event of a dead-heat for second place one half of the Amount Available for Dividend will be divided into as many equal parts as there are dead-heaters. Each such part will be divided amongst the Investors on each such dead-heater.
- (b) The following provisions apply to a three Dividend Race:
 - (i) The Amount Available for Dividend will be divided into three equal parts. One part will be divided amongst the Investors on the first placed Participant, one part amongst the Investors on the second placed Participant and one part amongst the Investors on the third placed Participant;
 - (ii) In the event of two Participants running a dead-heat for first place, two-thirds of the Amount Available for Dividend will be divided into two equal parts one of which will be divided amongst the Investors on one of the dead-heaters and the other part amongst the Investors on the other dead-heater;
 - (iii) In the event of three or more Participants running a dead-heat for first place the Amount Available for Dividend will be divided into as many equal parts as there are dead-heaters. Each such part will be divided amongst the Investors on each such dead-heater;
 - (iv) In the event of two Participants running a dead-heat for second place, two-thirds of the Amount Available for Dividend will be divided into two equal parts one of which will be divided amongst the Investors on

one of the dead-heaters and the other part amongst the Investors on the other dead-heater;

- (v) In the event of three or more Participants running a dead-heat for second place, two-thirds of the Amount Available for Dividend will be divided into as many equal parts as there are dead-heaters. Each such part will be divided amongst the Investors on each such dead-heater;
 - (vi) In the event of two or more Participants running a dead-heat for third place, one-third of the Amount Available for Dividend will be divided into as many equal parts as there are dead-heaters. Each such part will be divided amongst the Investors on each such dead-heater.
- (c) Notwithstanding anything to the contrary in Rules 14.3(a) or (b), if any part of the Amount Available for Dividend is insufficient to enable a Dividend equal to or more than the Unit of Bet to be declared in respect to that part, an amount sufficient to enable a Dividend equal to the Unit of Bet to be declared will be deducted from, firstly, the Deductions applicable to that Race and Pool, and if this is insufficient an amount will be deducted from the remaining part or in equal proportions from the remaining parts before any Dividend based on such part or parts is calculated and will be added to the first mentioned part.
- (d) The following provisions apply when there are no Bets on Placed Participants:
- (i) **Two Dividend Race**

If there are no Bets on one of the first or second Placed Participants in such a Race the Amount Available for Dividend will be divided amongst the Investors on the remaining Participant in first or second place. If there are no Bets on both the first or second placed Participant, Bets (less Deductions) will be Refunded to the Investors.
 - (ii) **Three Dividend Race**
 - (A) If there are no Bets on one of the Placed Participants in any such Race the Amount Available for Dividend will be divided into two equal parts. Each such part will be divided respectively amongst the Investors on the remaining two Placed Participants.
 - (B) If there are no Bets on two of the Placed Participants in any such Race the Amount Available for Dividend will be divided amongst Investors on the remaining Placed Participant.
 - (C) If there are no Bets on any of the Placed Participants, Bets (less Deductions) will be Refunded to the Investors.

14.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.

- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

14.5 Brackets

If Participants bracketed together finish first and second or first and third or second and third or run a dead-heat for first or second place, two-thirds of the Amount Available for Dividend will be divided amongst Investors on the bracketed Participants. If Participants bracketed together run a dead-heat for third Place one-third of the Amount Available for Dividend will be divided amongst the Investors on the bracketed Participants.

15. PROVISIONS RELATING TO QUINELLA (NON JACKPOTTING)

15.1 Quinella (non-jackpotting)

This rule 15 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Quinella Bets taken on Races on which the Licensee, at its discretion, decides that jackpotting does not apply. In that case, this rule will apply to the exclusion of the provisions in Rule 16.

15.2 Dividends

The whole of the Amount Available for Dividend will be divided amongst the Investors selecting the following combinations:

- (a) first and second placed Participant (irrespective of order); or if there are no Investors with this combination;
- (b) first and third placed Participant (irrespective of order); or if there are no Investors with this combination;
- (c) second and third placed Participant (irrespective of order); or if there are no Investors with this combination Bets (less Deductions) will be Refunded to Investors; and
- (d) where there are not enough Starters officially Placed to give a result, Bets will be Refunded to the Investors.

15.3 Dead Heats

If two or more Participants run a dead heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 15.2, the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors on each such combination. Each such part will be divided amongst the Investors on each such combination.

15.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

15.5 Brackets

Where a Dividend is declared solely in respect of two Placed Participant included in a common bracket number, all of the Investors who have combined that bracket number with any other Starter in the Race will be entitled to receive such Dividend.

16. PROVISIONS RELATING TO QUINELLA (JACKPOTTING)**16.1 Quinella (jackpotting)**

This Rule 16 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Quinella Bets taken on Races on which the Licensee, at its discretion, decides that jackpotting does apply. In that case, this rule will apply to the exclusion of the provisions in Rule 15.

16.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst the Investors nominating the Participants finishing first and second, irrespective of order.
- (b) If there are no Investors with the combination of Participants prescribed in Rule 16.2(a) the whole of the Amount Available for Dividend (the jackpot amount) will carry-over to form part of the Amount Available for Dividend at the same, or a subsequent, Race Meeting (of the same code) determined by the Licensee and will continue to be carried over in the same manner until distributed in accordance with Rule 16.2(a).
- (c) Where there are not enough Starters officially Placed to give a result, Bets will be Refunded to the Investors.

16.3 Dead-Heat

- (a) If two or more Participants run a dead-heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 16.2(a) the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors on each such combination.
- (b) If there is a winning combination that was not selected the Licensee will carry forward the amount of the portion provided for that winning combination and add it to the Amount Available for Dividend at the same, or a subsequent, Race

Meeting determined by the Licensee and will continue to carry it over in the same manner until distributed in accordance with Rule 16.2(a).

16.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

16.5 Brackets

Where a Dividend is declared solely in respect of two Placed Participants included in a common bracket number, all of the Investors who have combined that bracket number with any other Starter in the Race will be entitled to receive such Dividend.

17. PROVISIONS RELATING TO FORECAST (NON JACKPOTTING)

17.1 Forecast (non jackpotting)

This Rule 17 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Forecast Bets taken on Races on which the Licensee, at its discretion, decides that jackpotting does not apply. In that case, this rule will apply to the exclusion of Rule 18.

17.2 Dividends

The whole of the Amount Available for Dividend will be divided amongst the Investors with the following combinations:

- (a) first and second placed Participant in the correct order of finishing; or if there are no Investors with that combination;
- (b) first and second placed Participant but in the incorrect order of finishing; or if there are no Investors with that combination;
- (c) first and third placed Participant in the correct order of finishing; or if there are no Investors with that combination;
- (d) first and third placed Participant but in the incorrect order of finishing; or if there are no Investors with that combination;
- (e) second and third placed Participant in the correct order of finishing; or if there are no Investors with that combination;
- (f) second and third placed Participant but in the incorrect order of finishing; or if there are no Investors with this combination, Bets less Deductions will be Refunded to the Investor; and

- (g) where there are not enough Starters officially Placed to give a result, Bets will be Refunded to the Investors.

17.3 Dead Heats

If two or more Participants run a dead heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 17.2, the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors on each such combination. Each such part will be divided amongst the Investors on each such combination.

17.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

17.5 Brackets

Where a Dividend is declared solely in respect of two Placed Participants included in a common bracket number, all of the Investors who have combined that bracket number with any other Starter in the Race will be entitled to receive such Dividend.

18. PROVISIONS RELATING TO FORECAST (JACKPOTTING)

18.1 Forecast (jackpotting)

This Rule 18 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Forecast Bets taken on Races on which the Licensee, at its discretion, decides that jackpotting does apply. In that case, this rule will apply to the exclusion of Rule 17.

18.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst the Investors nominating the Participants finishing first and second, in the correct order of finishing.
- (b) If there are no Investors with the combination of Participants prescribed in Rule 18.2(a), the whole of the Amount Available for Dividend (the jackpot amount) will carry-over to form part of the Amount Available for Dividend at the same, or a subsequent, Race Meeting (of the same code) determined by the Licensee and will continue to be carried over in the same manner until distributed in accordance with Rule 18.2(a).

- (c) Where there are not enough Starters officially placed to give a result, Bets will be Refunded to the Investors.

18.3 Dead-Heat

- (a) In the event of two or more Participants running a dead-heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 18.2(a), the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations.
- (b) If there is a winning combination that was not selected the Licensee will carry forward the amount of the portion provided for that winning combination and add it to the Amount Available for Dividend at the same, or a subsequent, Race Meeting determined by the Licensee and will continue to be carried over in the same manner until distributed in accordance with Rule 18.2(a).

18.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

18.5 Brackets

Where a Dividend is declared solely in respect of two Placed Participants included in a common bracket number, all of the Investors who have combined that bracket number with any other Starter in the Race will be entitled to receive such Dividend.

19. PROVISIONS RELATING TO TRIO

19.1 Trio

This Rule 19 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Trio Bets.

19.2 Dividends

The whole of the Amount Available for Dividend will be divided amongst the Investors who correctly select:

- (a) the first, second and third placed Participants irrespective of order of finishing; or if there are no Investors with this combination;
- (b) any two of the Participants placed first, second and third with any other Starter in the Race irrespective of order of finishing; or if there are no Investors with this combination;

- (c) any Participant placed first, second or third with any other two Starters in the Race irrespective of order of finishing; or if there are no Investors with this combination Bets less Deductions will be Refunded to the Investors.
- (d) Where there are not enough runners officially placed to give a result, Bets will be Refunded to the Investors.

19.3 Dead Heat

If two or more Participants run a dead-heat so that Investors on two or more combinations become entitled to a Dividend under Rule 19.2 then in any such case the whole of the Amount Available for Dividend will be divided into such a number of equal parts as there are such different combinations on which there are Investors. Each such part will be divided amongst the Investors on each such combination.

19.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

19.5 Brackets

- (a) In the event of two Participants included in a common bracket number finishing first and second, first and third or second and third the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with the other Placed Participant and any other Starter in the Race.
- (b) In the event of three or more Participants included in a common bracket number finishing first, second and third the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with any two other Starters in the Race.

20. PROVISIONS RELATING TO TRIFECTA (NON JACKPOTTING)

20.1 Trifecta (Non Jackpotting)

This Rule 20 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Trifecta Bets taken on Races on which the Licensee, at its discretion, decides that jackpotting does not apply. In that case this rule will apply to the exclusion of the provisions in Rule 21.

20.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst the Investors nominating first, second and third placed Participants in the correct order of finishing.

- (b) Subject to Rule 20.3, in the event of there being no Investor for the combination described in 20.2(a), the whole of the Amount Available for Dividend will be divided amongst Investors with the following combinations:
- (i) the first, second and third placed Participants irrespective of order; or if there are no Investors with this combination;
 - (ii) any two of the first, second or third placed Participants with any other Starter in the Race irrespective of order; or if there are no Investors with this combination;
 - (iii) the whole of the Amount Available for Dividend will be Refunded to the Investors.

20.3 Dead Heat

If two or more Participants run a dead-heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 20.2, the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors on each such combination. Each such part will be divided amongst the Investors on each such combination.

20.4 Declaration of Less than Three Placings

- (a) If only two placings are declared, the whole of the Amount Available for Dividend will be divided amongst the Investors on the combination of any two of the Placed Participants with any other Participant irrespective of order.
- (b) If only a Winner is declared, the whole of the Amount Available for Dividend will be divided amongst the Investors on the combination of the Winner and any other Participant irrespective of order.
- (c) The whole of the Amount Available for Dividend will be Refunded to the Investors if none of the above combinations have been selected.

20.5 No-Race, Cancelled, Postponed or Abandoned Races

If a Race has been cancelled, abandoned or postponed to a later date or declared a 'No-Race' and not subsequently re-run, all Bets made in connection with that Race will be Refunded.

20.6 Brackets

- (a) If two Participants included in a common bracket number finish first and second, first and third or second and third the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with the other Placed Participant in correct order and any other Starter in the Race.
- (b) In the event of three or more Participants included in a common bracket number finishing first, second and third the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with any two other Starters in the Race.

21. PROVISIONS RELATING TO TRIFECTA (JACKPOTTING)**21.1 Trifecta (Jackpotting)**

This Rule 21 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Trifecta Bets taken on Races on which the Licensee, at its discretion, decides that jackpotting does apply. In that case this rule will apply to the exclusion of the provisions in Rule 20.

21.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst the Investors nominating the first, second and third placed Participants in the correct order of finishing.
- (b) If there are no Investors with the combination of Participants prescribed in Rule 21.2(a), the whole of the Amount Available for Dividend (the jackpot amount) will carry-over to form part of the Amount Available for Dividend at the same, or a subsequent, Race Meeting determined by the Licensee and will continue to be carried over in the same manner until distributed in accordance with 21.2(a).
- (c) Where there are not enough Starters officially placed to give a result, Bets will be Refunded to the Investors.

21.3 Dead-Heat

- (a) In the event of two or more Participants running a dead-heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 21.2(a), the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors on each such combination.
- (b) If there is a winning combination that was not selected the Licensee will carry forward the amount of the portion provided for that winning combination and add it to the Amount Available for Dividend at the same, or a subsequent, Race Meeting (of the same code) determined by the Licensee and will continue to be carried over in the same manner until distributed in accordance with 21.2(a).

21.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

21.5 Brackets

- (a) In the event of two Participants included in a common bracket number finishing first and second, first and third or second and third the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with the other Placed Participant in correct placing order and any other Starter in the Race.
- (b) In the event of three or more Participants included in a common bracket number finishing first, second and third the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with any two other Starters in the Race.

22. PROVISIONS RELATING TO DOUBLE AND FEATURE DOUBLE**22.1 Double and Feature Double**

This Rule 22 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Double or Feature Double Bets (as the case may be).

22.2 Dividends

The whole of the Amount Available for Dividend will be divided amongst the Investors with the following combinations:

- (a) the first placed Participant in each Race of the Double; or if there are no Investors with this combination;
- (b) the first placed Participant in the first Race with the second placed Participant in the second Race; or if there are no Investors with this combination;
- (c) the first placed Participant in the first Race with the third placed Participant in the second Race; or if there are no Investors with this combination;
- (d) the first placed Participant in the first Race; or if there are no Investors on that Participant;
- (e) the second placed Participant in the first Race; or if there are no Investors on that Participant;
- (f) the third placed Participant in the first Race; or if there are no Investors on that Participant, Bets less Deductions will be Refunded to the Investors.

22.3 Dead-Heat

If two or more Participants run a dead-heat in any Race of the Double so that Investors on two or more combinations become entitled to a Dividend under clause 22.2 then in any such case the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors. Each such part will be divided amongst the Investors on each such combination.

22.4 Declaration of 'No Race', or Race Postponed or Abandoned

- (a) If either Race of a Double is declared 'No Race' and is not re-run prior to the next at that meeting, the Race will be deemed to be abandoned and the provisions of 22.4(b) will take effect.
- (b) Where either or both Races of the Double are abandoned before or after they have started or through any other cause no Winner or Winners are declared for those Races the following provisions will apply:

- (i) **One Race Abandoned**

The whole of the Amount Available for Dividend will be divided amongst the Investors selecting the following Participants in the one remaining Race:

- (A) the first placed Participant in the remaining Race; or if there are no Investors on that Participant;
 - (B) the second placed Participant in the remaining Race; or if there are no Investors on that Participant;
 - (C) the third placed Participant in the remaining Race; or if there are no Investors on that Participant, Bets less Deductions will be Refunded to the Investors.

- (ii) **Two Races Abandoned**

Bets will be Refunded to the Investor.

22.5 Scratching of Participants

- (a) Where a Participant is scratched or all Acceptors within a bracket are scratched from either of such Races and the Investor has not substituted another Participant nor claimed a Refund in accordance with Rule 2.11 the Licensee will substitute for the scratched Participant the Acceptor that actually starts in the Race concerned on which the greatest amount has been invested in the Win Pool processed by the Licensee either prior to or as at the start of the Race as determined by the Licensee.
- (b) If at the time the substitute is due to be determined there is an equal amount invested on two or more Acceptors the substitute so determined will be such of those Acceptors that first appears in the official notice displayed by the Licensee for such Race and actually starts in that Race. The Investor will be deemed to have nominated the Participant so substituted.
- (c) For the purpose of this Rule 22.5 the determination made by the Licensee as to the Acceptor to be substituted for a scratched Participant in either Races will be final and conclusive, and will bind both the Licensee and the Investor.
- (d) The Licensee will take reasonable steps to advise Investors of substitutions made under this rule.

23. PROVISIONS RELATING TO FEATURE ALL-IN DOUBLE**23.1 Feature All-In Double**

This Rule 23 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Feature All-In Double Bets.

23.2 Dividends

The whole of the Amount Available for Dividend will be divided amongst the Investors selecting the following combinations:

- (a) the first placed Participant in each Race of the Double; or if there are no Investors with this combination;
- (b) the first placed Participant in the first Race with the second placed Participant in the second Race; or if there are no Investors with this combination;
- (c) the first placed Participant in the first Race with the third placed Participant in the second Race; or if there are no Investors with this combination;
- (d) the first placed Participant in the first Race; or if there are no Investors on that Participant;
- (e) the second placed Participant in the first Race; or if there are no Investors on that Participant;
- (f) the third placed Participant in the first Race; or if there are no Investors on that Participant, Bets less Deductions will be Refunded to the Investors.

23.3 Dead-Heat

If two or more Participants run a dead-heat in any Race of the Feature All-In Double so that Investors on two or more combinations become entitled to a Dividend under Rule 23.2 then in any such case the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors. Each such part will be divided amongst the Investors on each such combination.

23.4 Declaration of 'No Race', or Race Postponed or Abandoned

- (a) If either Race of a Feature All-In Double is declared 'No Race' and is not re-run prior to the next Race at that meeting, the Race will be deemed to be abandoned and the provisions of 23.4(b) will take effect.
- (b) Where either or both Races of the Feature All-In Double are abandoned before or after they have started or through any other cause no Winner or Winners are declared for those Races the following provisions will apply:

(i) One Race Abandoned

The Amount Available for Dividend will be distributed amongst the Investors selecting the following Participants in the one remaining Race;

- (A) the first placed Participant in the remaining Race; or if there are no Investors on that Participant;
- (B) the second placed Participant in the remaining Race; or if there are no Investors on that Participant;
- (C) the third placed Participant in the remaining Race; or if there are no Investors on that Participant Bets less Deductions will be Refunded to the Investors.

(ii) Two Races Abandoned

Bets will be Refunded to the Investors.

23.5 Scratching of Acceptors

Where a Participant is scratched or all Acceptors within a bracket are scratched from either of such Races the Bet is forfeited.

24. PROVISIONS RELATING TO TREBLE BETTING

24.1 Treble

This Rule 24 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Treble Bets.

24.2 Dividends

The whole of the Amount Available for Dividend will be divided amongst the Investors selecting the following combinations:

- (a) the first placed Participant in each Race of the Treble; or if there are no Investors with this combination;
- (b) the first placed Participant in the first Race with the first placed Participant in the second Race and the second placed Participant in the third Race; or if there are no Investors with this combination;
- (c) the first placed Participant in the first Race with the first placed Participant in the second Race and the third placed Participant in the third Race; or if there are no Investors with this combination;
- (d) the first placed Participant in the first Race with the first placed Participant in the second Race; or if there are no Investors with this combination;
- (e) the first placed Participant in the first Race with the second placed Participant in the second Race; or if there are no Investors with this combination;
- (f) the first placed Participant in the first Race with the third placed Participant in the second Race; or if there are no Investors with this combination;
- (g) the first placed Participant in the first Race; or if there are no Investors on that Participant;
- (h) the second placed Participant in the first Race; or if there are no Investors on that Participant;

- (i) the third placed Participant in the first Race; or if there are no Investors on that Participant Bets less Deductions will be Refunded to the Investors.

24.3 Dead-Heat

If two or more Participants run a dead-heat in any Race of the Treble so that Investors on two or more combinations become entitled to a Dividend under Rule 24.2 then in any such case the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors; if in a Race a dead-heat occurs which would result in there being more than nine winning combinations, for the purpose of Dividend calculation, that Race and any subsequent Race of the Treble will not be taken into account and the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations in the Race that are taken into account. Each such part will be divided amongst the Investors on each such combination.

24.4 Declaration of 'No Race', or Race Postponed or Abandoned

- (a) If any Race of a Treble is declared 'No Race' and is not re-run prior to the next Race at that meeting, the Race will be deemed to be abandoned and the provisions of 24.4(b) will take effect.
- (b) Where one or more Races of the Treble are abandoned or declared abandoned for the purpose of Dividend calculation before or after they have started or through any other cause no Winner or Winners are declared for those Races the following provisions will apply:

(i) One Race Abandoned

The Amount Available for Dividend will be divided amongst the Investors selecting the following combinations:

- (A) the first placed Participant in each Race of the two remaining Races; or if there are no Investors with this combination;
- (B) the first placed Participant in the first remaining Race with the second placed Participant in the second remaining Race; or if there are no Investors with this combination;
- (C) the first placed Participant in the first remaining Race with the third placed Participant in the second remaining Race; or if there are no Investors with this combination;
- (D) the first placed Participant in the first remaining Race; or if there are no Investors on that Participant;
- (E) the second placed Participant in the first remaining Race; or if there are no Investors on that Participant;
- (F) the third placed Participant in the first remaining Race; or if there are no Investors on that Participant Bets less Deductions will be Refunded to the Investors.

(ii) Two Races Abandoned

The Amount Available for Dividend will be divided amongst the Investors selecting the following Participants in the one remaining Race:

- (A) the first placed Participant in the remaining Race; or if there are no Investors on that Participant;
- (B) the second placed Participant in the remaining Race; or if there are no Investors on that Participant;
- (C) the third placed Participant in the remaining Race; or if there are no Investors on that Participant Bets less Deductions will be Refunded to the Investors.

(iii) Three Races Abandoned

Bets will be Refunded to the Investors.

24.5 Scratching of Participants

- (a) Where a Participant is scratched or all Acceptors within a bracket are scratched from any of such Races and the Investor has not substituted another Participant nor claimed a Refund in accordance with the Rule 2.11 the Licensee will substitute for the scratched Participant the Acceptor that actually starts in the Race concerned on which the greatest amount has been invested in the Win Pool processed by the Licensee at a time determined by the Licensee either prior to or as at the start of the Race.
- (b) If at the time the substitute is due to be determined there is an equal amount invested on two or more Acceptors the substitute so determined will be such of those Acceptors that first appears in the official notice displayed by the Licensee for such Race and actually starts in that Race. The Investor will be deemed to have nominated the Participant so substituted.
- (c) For the purpose of this Rule 24.5 the determination made by the Licensee as to the Acceptor to be substituted for a scratched Participant in any Race will be final and conclusive, and will bind both the Licensee and the Investor.
- (d) The Licensee will take all reasonable steps to advise Investors of substitutions made under this rule.

25. PROVISIONS RELATING TO FOUTRELLA**25.1 Foutrella**

This Rule 25 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Foutrella Bets.

25.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst Investors combining the first placed Participant in each Race of the Foutrella.

- (b) If there are no Investors with the combination of Participants prescribed in Rule 25.2(a), the whole of the Amount Available for Dividend (the jackpot amount) will carry over to form part of the Amount Available for Dividend at the same, or a subsequent, Race Meeting determined by the Licensee, and will continue to be carried over in the same manner until distributed in accordance with Rule 25.2(a).

25.3 Dead-Heat

- (a) If two or more Participants run a dead-heat in any Race of the Fourtrella so that Investors on two or more combinations become entitled to a Dividend under Rule 25.2 (a) then in any such case the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors.
- (b) If there is a winning combination that was not selected, the Licensee will carry forward the amount of the portion provided for that winning combination and add it to the Amount Available for Dividend at the same or a subsequent Race Meeting.
- (c) If in a Race a dead-heat occurs which would result in there being more than nine Winning combinations, for the purpose of Dividend calculations, that Race and any subsequent Race of the Fourtrella will not be taken into account and the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are different combinations in the Races that are taken into account. Each such part will be divided amongst the Investors on each such combination.

25.4 Declaration of 'No Race', or Race Postponed or Abandoned

- (a) If any Race of a Fourtrella is declared 'No Race' and is not re-run prior to the next Race at that meeting, the Race will be deemed to be abandoned and the provisions of Rule 25.4(b) will take effect.
- (b) Where one or more Races of the Fourtrella are abandoned or declared abandoned before or after they have started or through any other cause no Winner or Winners are declared for those Races the following provisions will apply:
- (i) **One Race Abandoned**
- The whole of the Amount Available for Dividend will be divided amongst Investors combining the first placed Participant in each Race of the three remaining Races, or if there are no Investors with this combination of Participants the jackpot amount will carry over as specified in 25.2(b).
- (ii) **Two Races Abandoned**
- The whole of the Amount Available for Dividend will be divided amongst Investors combining the first placed Participant in each Race of two remaining Races or if there are no Investors with this combination of Participants the jackpot amount will carry over as specified in 25.2(b).

(iii) Three Races Abandoned

The whole of the Amount Available for Dividend will be distributed amongst the Investors selecting the first placed Participant in the remaining Race or if there are no Investors selecting the first placed Participant in the remaining Race, the jackpot amount will carry over as specified in 25.2(b).

(iv) Four Races Abandoned

Bets will be Refunded to Investors.

25.5 Scratching of Participants

- (a) Where a Participant is scratched or all Acceptors within a bracket are scratched from any of such Races and the Investor has not substituted another Participant nor claimed a Refund in accordance with Rule 2.11 the Licensee will substitute for the scratched Participant the Acceptor that actually starts in the Race concerned on which the greatest amount has been invested in the Win Pool processed by the Licensee at a time determined by the Licensee either prior to or at the start of the Race.
- (b) If at the time the substitute is due to be determined there is an equal amount invested on two or more Acceptors the substitute so determined will be such of those Acceptors that first appear in the official notice displayed by the Licensee for that Race and actually starts in that Race and the Investor will be deemed to have nominated the Participant so substituted.
- (c) For the purpose of this Rule 25.5 the determination made by the Licensee as to the Acceptor to be substituted for a scratched Participant in any Race will be final and conclusive, and will bind both the Licensee and the Investor.
- (d) The Licensee will take all reasonable steps to advise Investors of substitutions made under this rule.

26. PROVISIONS RELATING TO PICK 4**26.1 Pick 4**

This Rule 26 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Pick 4 Bets.

26.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst the Investors who have selected the first, second, third and fourth placed Participant in the correct order of finishing.
- (b) If there are no Investors with the combination of Participants prescribed in Rule 26.2(a), the whole of the Amount Available for Dividend (the jackpot amount) will carry-over to form part of the Amount Available for Dividend at the same, or a subsequent, Race Meeting determined by the Licensee, and will continue to be carried over in the same manner until distributed in accordance with Rule 26.2(a).

- (c) In the event of two or more Participants running a dead-heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 26.2(a), the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors on each such combination
- (d) If there is a winning combination that was not selected the Licensee will carry forward the amount of the portion provided for that winning combination and add it to the Amount Available for Dividend at the same or a subsequent Race Meeting (of the same code) determined by the Licensee and will continue to carry it over in the same manner until distributed in accordance with Rule 26.2(a).
- (e) Where there are not enough Starters officially placed to give a result, Bets will be Refunded to Investors.

26.3 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

26.4 Brackets

- (a) If two Participants included in a common bracket number finish first and second, first and third, first and fourth or second and third, second and fourth, or third and fourth, the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with the other two Placed participants in the correct order and any other Starter in the Race.
- (b) If three Participants included in a common bracket number finish first, second and third, first, second and fourth or first, third and fourth, or second, third and fourth, the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with the other Placed participant in the correct order and any two Starters in the Race.
- (c) If more than three Participants included in a common bracket finish first, second, third and fourth, the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with any three other Starters in the Race.

27. PROVISIONS RELATING TO FORTUNE 8

27.1 Fortune 8

This Rule 27 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Fortune 8 Bets.

27.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst Investors combining the first placed Participant in each Race of the Card.
- (b) If there are no Investors with the combination of Participants prescribed in Rule 27.2(a), the whole of the Amount Available for Dividend (the jackpot amount) will carry over to form part of the Amount Available for Dividend at the same or subsequent Race Meeting(s) determined by the Licensee and will continue to be carried over in the same manner until distributed in accordance with Rule 27.2(a).

27.3 Dead-Heats

- (a) Subject to Rule 27.3(b), if two or more Participants run a dead-heat in any Race of the Card, then the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors. Each such part will be divided amongst the Investors on each such combination.
- (b) If in a Race a dead-heat occurs which would result in there being more than twenty-seven winning combinations (irrespective of whether there are Investors on any combinations), Bets will be Refunded to Investors.

27.4 Declaration of 'No Race', or Race Postponed or Abandoned

- (a) If any Race of a Card is declared 'No Race' and is not re-run prior to the next Race at that meeting, the Race will be deemed to be abandoned and the provisions of Rule 27.4(b) will take effect.
- (b) Where one or more Races of the Card are abandoned or declared abandoned before or after they have started or through any other cause no Winner or Winners are declared for those Races the following provisions will apply:

(i) One, Two, Three or Four Races Abandoned

The whole of the Amount Available for Dividend will be divided amongst Investors combining the first placed Participant in each Race of the remaining Races.

If there are no Investors with the combination referred to above, the jackpot amount will carry over as specified in Rule 27.2(b).

(ii) Five or More Races Abandoned

Bets will be Refunded to Investors.

27.5 Scratching of Participants

- (a) Where a Participant is scratched or all Acceptors within a bracket are scratched from any of such Races and the Investor has not substituted another Participant nor claimed a Refund in accordance with Rule 2.11 the Licensee will substitute for the scratched Participant the Acceptor that actually starts in the Race concerned on which the greatest amount has been invested in the Win Pool

processed by the Licensee at a time determined by the Licensee either prior to or as at the start of the Race.

- (b) If at the time the substitute is due to be determined there is an equal amount invested on two or more Acceptors the substitute so determined will be such of those Acceptors that first appears in the official notice displayed by the Licensee for that Race and actually starts in that Race and the Investor will be deemed to have nominated the Participant so substituted.
- (c) For the purpose of this Rule 27.5, the determination by the Licensee as to the Acceptor to be substituted for a scratched Participant in any Race will be final and conclusive, and will bind both the Licensee and the Investor.
- (d) The Licensee will take reasonable steps to advise Investors of substitutions made under this rule.

27.6 Amount of Bet

All Bets for any one combination pursuant to this Rule will be a multiple of two Units.

28. PROVISIONS RELATING TO ALL-UP

28.1 All-Up

This Rule 28 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to All-Up Bets.

28.2 Bets And Scratchings

- (a) For any Race of an All-Up Bet:
 - (i) the number of Units invested on each Participant or combination of Participants; and
 - (ii) the number of Units or part Units reinvested on each Participant or combination of Participants,

will be equal.

- (b) Where a Participant is scratched from any Race of an All-Up Bet, not being the last Race of the All-Up Bet, the Refund entitlement will, subject to the provisions of Rule 28.2(a), be carried forward for reinvestment in accordance with the Investor's irrevocable instructions.

28.3 Declaration of 'No Race' or Race Postponed or Abandoned

- (a) In the event of any Race to which an All-Up Bet relates, not being the last Race of an All-Up Bet, being abandoned the Refund entitlement will, subject to the provisions of 28.2(a), be carried forward for reinvestment in accordance with the Investor's irrevocable instructions.
- (b) In the event of any Race to which an All-Up Bet relates, not being the last Race of an All-Up Bet, being declared a 'No Race', then if the Race is re-run in sequence the Bet will stand, otherwise it will be treated as an abandoned Race.

PART III - FIXED ODDS BETTING

29. FIXED ODDS BETTING ON SPORTS

29.1 Sportsbet

The Licensee offers fixed odds betting on Contingencies (other than Horse Racing, Harness Racing and Greyhound Racing) only as agent of its Principal, TABCORP Manager Pty Ltd.

29.2 Rules of Principal apply

The rules governing fixed odds sports betting are the rules of TABCORP Manager Pty Ltd, a copy of which is annexed as Schedule 2.

29.3 Variations to Sportsbet rules

The Licensee must notify the Commissioner in the event that there is any material variation to the rules under which the Licensee accepts fixed odds sports bets as agent for any Principal.

29.4 Other fixed odds Bets

The Licensee must not accept fixed odds Bets other than as agent for any Principal without first obtaining the approval of the Commissioner to an amendment to these Rules governing the conduct by the Licensee of fixed odds betting as principal.

**SCHEDULE 1
SCHEDULE OF DEDUCTIONS**

| | |
|------------|--------------|
| Win | Up to 14.25% |
| Place | Up to 13.75% |
| Quinella | Up to 15.00% |
| Forecast | Up to 15.00% |
| Trifecta | Up to 20.00% |
| Trio | Up to 20.00% |
| Pick4 | Up to 20.00% |
| Double | Up to 17.00% |
| Treble | Up to 20.00% |
| Fourtrella | Up to 20.00% |
| Fortune8 | Up to 20.00% |

SCHEDULE 2 SPORTSBET RULES

1. INTERPRETATION

In the interpretation of these Rules except where the context otherwise requires:

'Account' means a facility that allows an identified Investor to establish a credit balance to be used for betting purposes and the credit of winnings and which allows deposits and withdrawals;

'the Act' means the Gaming and Betting Act 1994 as amended from time to time or any successor legislation thereto;

'All In' means the forfeiture to the Betting Operator of all Investments made in respect of a Competitor which does not in fact participate in an Event;

'Bet' means a wager in cash or by medium of debiting against the existing credit balance of an Account upon a Proposition and the terms 'Investment' and 'Wager' shall have identical meaning;

'the Betting Operator' means the operator of the wagering licence pursuant to the Act, and where appropriate, its duly authorised employees and agents;

'the Betting Rules' means the 'Rules Relating to Betting Transactions in Victoria' established under the Act'

'Cash Outlet' has the same meaning as that term is given in the Betting Rules;

'Competitor' means any person, team, animal or object anticipated by the Betting Operator at the commencement of betting to compete in an Event;

'Conclusion' means the end of play or the end of the conduct of the Event;

'Controlling Body' means the body or authority controlling the conduct of an Event upon which Sportsbet is operating;

'Customer Number' means the number provided to the Internet Investor following activation of his or her account for the placing of Internet Investments and which allows the Investor to place investments via the Internet;

'Event' means an event or contingency the subject of a betting competition, approved by the Minister pursuant to Section 64 of the Act;

'Internet Betting Confirmation Screen' means the screen seeking confirmation from the Investor that the details that the Investor has entered are correct;

'Internet Betting Receipt' means the acknowledgment from the Betting Operator via the Betting Operator's web-site that acknowledges that an Internet Investment has been placed by an Investor;

'Internet Investment' means an Investment made on an Account via a web-site operated by the Betting Operator;

'Investment' means and shall have identical meaning to the terms 'Bet' and 'Wager' as defined in these Rules;

'Investment Request' means an offer of an Investment made by an Investor to the Betting Operator;

'Investor' means any person placing or attempting to place an Investment;

'Outcome' where used in relation to any Event or part thereof shall mean the result of such Event or part thereof;

'Password' means the password selected by an Internet Investor to access his or her Account;

'Payout' means the amount payable to a particular Investor should the Result wagered upon by that Investor in fact occur and includes the total amount wagered upon that result and the terms 'prize' and 'face value of the Ticket' shall have identical meaning;

'PIN' means the personal identification number used by the Betting Operator to identify an Investor;

'Proposition' means a given Result or combination of Results which may occur in any Event upon which Sportsbet operates;

'Refund' means the return to the Investor in cash or by crediting the amount of his or her Investment to the balance of His or Her Account;

'Result' means the potential outcome of any Event or part of any Event or the performance of any Competitor in an Event or part thereof and/or score upon which the Betting Operator in its absolute discretion chooses to accept Bets and for which it sets Returns;

'Returns' means the multiple or factor set by the Betting Operator in its absolute discretion and applied at the time of an Investment to predetermine the Payout in respect of a successful Wager upon a particular result in an Event based upon the Result of such Event;

'Sportsbet' means the business of the Betting Operator dedicated to betting competitors approved by the Minister pursuant to Section 64 of the Act conducted with fixed odds;

'Telephone Investment' means an Investment made on an Account by means of a telephone call to the Betting Operator;

'Ticket' means a ticket issued by the Betting Operator in respect of any Wager on which there is denoted the particular Proposition, the Bet and Returns on which a Wager has been made, the amount of such Wager and the date and place of issue of the ticket;

'Wager' means and shall have identical meaning to the terms 'Bet' and 'Investment' as defined in these Rules;

'Withdrawal' means Competitors who, in respect of an Event or part thereof, fail to lawfully qualify, are rendered ineligible, are disqualified or otherwise for any reason whatsoever do not participate in such Event.

2. PURPOSE, COMMENCEMENT AND APPLICATION OF THESE RULES

- 2.1 The purpose of these Rules is to establish the conditions of Sportsbet under which Investors may wager a bet on the Outcome of an Event and for which Outcome the Betting Operator has determined the Returns.
- 2.2 All Investors shall be deemed to accept and be bound by these Rules and the Betting Rules. Where there is an inconsistency between the Betting Rules and these Sportsbet Rules, these Sportsbet Rules shall prevail to the extent of the inconsistency.

3. INVESTMENT AND USE OF ACCOUNTS

- 3.1 Investors may make Investments:
- (a) in cash at Cash Outlets; or
 - (b) using an Account via the telephone or internet; or
 - (c) using any other payment method and via any other means as the Betting Operator may determine from time to time.
- 3.2 Procedures for opening and operating an Account are contained in the Betting Rules.

Telephone Investment

- 3.3 Telephone Investments may only be made by telephone by use of an Account established in accordance with the Betting Rules.

Internet Investments

- 3.4 Internet Investments may only be made by use of an Account established in accordance with the Betting Rules.
- 3.5 To activate an existing Account to allow placement of Investments on the Internet, an Investor shall provide his or her Account number, his or her PIN (which relates to the Account selected) and an alphanumeric Password nominated by the Investor. The Investor shall then confirm his or her Password by re-typing it in the Password confirmation box.
- 3.6 Following submission to the Betting Operator of the details outlined in clause 3.5, the Investor will receive a Customer Number to enable the Investor to make subsequent Internet Investments.
- 3.7 For every subsequent Internet Investment, the Investor shall be required to enter his or her Customer Number and Password.

4. DURATION OF BETTING

- 4.1 Subject to Rules 4.2 and 4.3, Investments may be accepted for Events at such times in accordance with the Act as the Betting Operator shall direct, provided that at the time the Betting Operator accepts an Investment then, subject to any other provision of these Rules, it must do so with Investors generally in respect of the Event.
- 4.2 Investments may be accepted for the following Events after the start of the Events but before the conclusion of the Events:

Sporting Events

American Football - matches controlled and regulated by national or international authorities;

Australian Rules Football - games that form part of the Australian Football League and Victorian Football League competitions including the State of Origin and the Brownlow Medal Vote Count;

Baseball - matches controlled and regulated by national and international authorities;

Basketball - matches controlled and regulated by national or international authorities;

Boxing - contests controlled and regulated by national and international authorities (subject to the condition that separate individual approval of boxing contests taking place in the Commonwealth of Australia be sought except if the contest is an officially sanctioned national or international boxing title fight);

Cricket - matches controlled and regulated by national or international authorities;

Cycling - events controlled and regulated by national and international authorities;

Golf - events controlled and regulated by national or international authorities;

Ironman - events controlled and regulated by national or international authorities;

Motor Sport - races controlled and regulated by national or international authorities;

Netball - matches controlled and regulated by national or international authorities;

Olympic and Commonwealth Games - contingencies of or relating to events at Olympic and Commonwealth Games;

Rugby - matches controlled and regulated by national or international authorities;

Soccer - matches controlled and regulated by national or international authorities;

Surfing - events controlled and regulated by national or international authorities;

Tennis - tournaments controlled and regulated by State, national or international authorities;

Triathlon - events controlled and regulated by national or international authorities;

Yachting - events controlled and regulated by national or international authorities

Other Events

American Academy Awards

- 4.3 The Betting Operator shall not accept Bets after Conclusion of an event and any Bets so made shall be void and shall be refunded by the Betting Operator.

5. SETTING OF RETURNS

- 5.1 The Betting Operator shall at its sole discretion and from time to time set Returns for any Event, and in so doing shall not be obliged to set Returns to bear any relation to the amount of Wagers already accepted for that Event.

- 5.2 The Betting Operator may delegate to its duly authorised employees or agents its powers in respect to the setting of Returns, acceptance or refusal of individual Bets and the recording of such Bets and as to such other matters as it may from time to time determine.

6. BETTING OPTIONS

- 6.1 Wagering shall be by the investment of an amount (subject to any minimum amount as set by the Betting Operator from time to time) upon any Result in any Event upon which Sportsbet is operating at the Returns then offered and otherwise upon the terms and conditions set by the Betting Operator.
- 6.2 Subject to the Act and to any regulations made thereunder, the Betting Operator shall in its absolute discretion determine those Events upon which Sportsbet operates and upon which it shall accept Investments.
- 6.3 The acceptance by the Betting Operator of a Wager in respect of any Result at particular Returns shall not require the Betting Operator to accept any other Investment upon the same Result at similar Returns.
- 6.4 The Betting Operator may at any time prior to the commencement of betting and up until the close of betting discontinue the setting of Returns and decline to accept Investments or suspend betting in respect of particular Results of an Event or in respect of the Event itself.
- 6.5 The Betting Operator may refuse to accept any Bet tendered without stating reasons.
- 6.6 Wagering upon multi-leg combinations of Results of any Event or Events or parts thereof, including quinella betting, shall where conducted by the Betting Operator in the operation of Sportsbet be in accordance with and governed by the provisions of the Act and the Regulations where applicable to Sportsbet betting as supplemented by these Rules.
- 6.7 In respect of any Investment including multi-leg or quinella betting any Wager to be successful must be upon the Outcome which does in fact occur and subject to the provisions of these Rules relating to the declaration of the Outcome the betting Operator in determining whether a particular Wager is successful shall be entitled to rely upon the happening of any occurrence or the intervention of any factor which prevents or renders impossible the occurrence of a Result.
- 6.8 The Betting Operator shall by electronic means or otherwise as it determines record details including as to Returns offered on all Wagers accepted by it and shall maintain

such records for a reasonable period following the conclusion of the Event upon which such wagering is conducted but in any case not less than one hundred and twenty (120) days.

- 6.9 The Betting Operator shall at all times endeavour as far as it is reasonably possible to do so to provide accurate and up-to-date details of Competitors including as to Withdrawals and Outcomes for all Events in respect of which Sportsbet operates.
- 6.10 Subject to Rule 6.14, all wagering upon Events upon which Sportsbet operates shall be on an All In basis.
- 6.11 The Betting Operator will use its best reasonable endeavours at all times to acquaint itself with details of any Withdrawals in respect of a particular Event provided however that in any case where the Betting Operator was aware or ought to have been aware of a Withdrawal and inadvertently continues to accept Investments in respect of a Result directly relating to that Competitor the Betting Operator may in its discretion refund the amount of such Investment upon which it shall have no further liability.
- 6.12 In any Event, where the default or Withdrawal of any Competitor or any natural factor preventing or tending to prevent a Competitor taking part in an Event was not known to the Betting Operator at the time of acceptance of an Investment upon a Result materially affected by the non-participation of that Competitor such Investments shall be treated on an All In basis as defined in these Rules.
- 6.13 In any Event, where team orders or any such like factor prevents or tends to prevent a Competitor from competing on its merits in an event such team orders or any like factor will have no bearing on the Outcome.

7. CONFIRMATION OF INVESTMENTS

Cash and Telephone Investments

- 7.1 Acknowledgment of an Investment will be made to an Investor in the case of a cash Investment, by the issue of a Ticket, and in the case of a Telephone Investment, by the telephone operator's call back, provided that in the case of an Investment by telephone where the maximum possible liability exceeds the limits set by the Betting Operator from time to time, the Investment shall not be confirmed until the final call back to the Investor. The Betting Operator will keep such books and accounts as it thinks fit to maintain a record of all Investments.
- 7.2 An Investor shall, immediately following the issue of a Ticket or the telephone operator's call back, satisfy himself or herself that the details recorded on the Ticket or contained in the call back are in accordance with the Investor's instructions to the Betting Operator in making his or her Investment.
- 7.3 No request for cancellation, amendment, or replacement of an Investment will be considered save where the request arises out of the alleged error of the Betting Operator and only then when such request is made at the first practical moment immediately following the issue of such Ticket or, as the as may be, the telephone operator's call back.
- 7.4 Any Ticket issued in replacement of a Ticket cancelled or any Telephone Investment amended pursuant to Rule 7.3 hereof shall be upon such terms including as to Returns as are applicable to the particular Result wagered upon at the time of issue of the replacement Ticket or amended Telephone Investment as the case may be.

Internet Investments

- 7.5 An Investor shall satisfy himself or herself that all the details recorded on the Internet Betting Confirmation Screen, including but not limited to the details in the Investment Request, are correct.
- 7.6 An Investor shall confirm the Investment Request contained in the Internet Betting Confirmation Screen by clicking the 'Yes - Place Bets' button on that screen.
- 7.7 Upon confirmation of the Investment by the Investor in accordance with clause 7.6, the Investor may not cancel, amend or replace the Investment.
- 7.8 The Investment contained in the Investment Request shall be accepted and confirmed by the Betting Operator upon allocation by the Betting Operator of a ticket serial number to the Investment.
- 7.9 The Betting Operator will make reasonable endeavours to notify the Investor of confirmation of the Investment by issuing to the Investor an Internet Betting Receipt.
- 7.10 If the Investor does not receive an Internet Betting Receipt in respect of an Investment, the Investor may request by telephone or in writing and the Betting Operator shall provide, confirmation of the Investment.
- 7.11 If the Investor receives an Internet Betting Receipt that does not match the Investment Request confirmed by the Investor, the Investor may make a claim in relation to the Investment, provided such claim is rendered to the Betting Operator within fourteen (14) days of the date of placing of the Investment by the Investor.

8. DECLARATION OF OUTCOME

- 8.1 In addition to these rules all Wagers shall be subject where appropriate to the rules of the Controlling Body of the Event upon which each particular Wager is made provided that to the extent of any inconsistency these Rules shall prevail.
- 8.2 The Outcome in respect of any particular Results of an Event or in respect of the Event itself shall be that as officially declared upon the conclusion of the Event provided that in the event an Outcome is not declared within seven (7) days of the Conclusion of an Event, the Betting Operator shall refund the Investment to the investor.
- 8.3 At all time the Betting Operator will reasonable endeavour to declare the Outcome in accordance with the generally acknowledged outcome of the Event at the time of its conclusion or at such time as the outcome is first reliably notified to the Betting Operator.
- 8.4 If any Event shall be cancelled in full prior to its commencement the Betting Operator shall refund all Wagers invested on that Event including as to multi leg betting where such Event formed a leg of such Bet.
- 8.5 If any Event is postponed prior to its commencement for a period of more than seven (7) days from the day on which the Event was scheduled to commence, the Betting Operator shall refund the Investment. If any Event is postponed prior to its commencement for a period of seven (7) days or less from the day on which the Event was scheduled to commence, the Investment shall stand.
- 8.6 In the case of any disqualification, objection, appeal, official inquiry, application to amend scores or protest of any nature whatsoever or replay, re-run, play off or extension of any Event designed to determine the outcome of such Event the Betting Operator may in its absolute discretion ignore such protests or extension of the Event and declare the outcome of the Event in accordance with that which actually occurred immediately upon the conclusion of the original Event or upon the outcome of the Event first reliably notified to the Betting Operator including where the Event is shortened due to inclement weather or any other cause whatsoever.

9. PAYMENT OF PAYOUTS AND REFUNDS

- 9.1 Upon the declaration of the Outcome by the Betting Operator payment of Payouts in respect of all successful Wagers shall be made.
- 9.2 All Payouts payable to an Investor shall be paid, at the Betting Operator's option, in cash or by the crediting of the amount of such Payout to the then current balance of that Investor's Account or where no valid Account is at that time held by the crediting of the amount to a freshly issued Account with a commencing nil balance.
- 9.3 Payouts and Refunds will be paid in cash or credited to the Investor's Account as soon as practicable following the declaration of the Outcome at/or after the conclusion of the Event being the Event forming the final leg in the case of multi-leg betting.
- 9.4 The amount standing to the credit of an Account or the value of such other devices as may be used by an Investor in connection with Sportsbet as may be determined by the Betting Operator from time to time shall be paid or dealt with in accordance with the instructions of the holder thereof. The instructions shall be in such form as the Betting Operator in its sole discretion may from time to time require.
- 9.5 In any Event where two or more Competitors tie or a dead heat occurs the amount paid in respect of each successful Wager upon one or other of the Competitors involved in

the tie or dead heat shall be the face value of the Ticket divided by the number of Competitors involved in such tie or dead heat except where such tie or dead heat has been offered by the Betting Operator as a separate Bet in which case Payouts shall be made only upon Wagers upon such tie or dead heat and all Wagers upon any Competitor involved in such tie or dead heat shall be forfeited to the Betting Operator.

- 9.6 In any Event for which each way betting is available, place ties will be paid such that the place portion of the face value of the Ticket is multiplied by the remaining number of placings available and divided by the number of eligible Competitors trying for those available placings.
- 9.7 The Betting Operator shall at all times retain the right to postpone the payment of Payouts in respect of any Event or Events as it shall see fit.

10. LIABILITY OF THE BETTING OPERATOR

- 10.1 The Betting Operator shall in no circumstances be liable for any loss or damage suffered or alleged to have been suffered by an Investor as a result of or in any way arising out of or as a consequence of any of the following:-
- (a) inability to place or cancel an Investment prior to the closing of betting for any Event;
 - (b) the loss of a Ticket;
 - (c) any payment made to the bearer of a Ticket where an Investor alleges that such payment was made to the wrong person;
 - (d) reliance upon any omission, inaccurate information or statement whether made by employees of the Betting Operator or any agent of the Betting Operator, or by the electronic or print media, concerning any matter whatsoever relating to the Investor or to the Betting Operator or to any Event, Competitor, Withdrawal or other matter whatsoever;
 - (e) any subsequent change to the Outcome of an Event after the Betting Operator has declared an Outcome pursuant to Rule 8;
 - (f) unauthorised use of the Investor's Account;
 - (g) in the case of an Investment at a Cash Outlet, failure by an Investor to correct inaccurate or omitted Investment details recorded on a Ticket immediately upon issue of the Ticket;
 - (h) in the case of a Telephone Investment, failure by an Investor to correct inaccurate or omitted Investment details when such details are called back to the Investor by the Betting Operator;
 - (i) in the case of an Internet Investment, where the Investor has confirmed the Investment Request in accordance with Rule 7.6;
 - (j) in the case of an Internet Investment, use of, participation in or inability to obtain access to the web-site for the purpose of making an Investment;
 - (k) in the case of an Internet Investment, any loss or damage caused in the event that the computer of the Investor becomes infected with a virus as a result of

connecting to the web-site of the Betting Operator by any technology failure whatsoever;

- (l) access by the Investor to web-sites of any other person via links from the web-site of the Betting Operator.

11. GENERAL RULES

- 11.1 The Investor is responsible for ensuring that the Investor's Password, PIN and other pieces of personal information that the Betting Operator may use to verify the Investor's identity are kept secret.
- 11.2 The Investor is responsible for transactions relating to his or her account. The Betting Operator accepts no responsibility for disputed transactions or for transactions made by the Investor on his or her Account.
- 11.3 The records of the Betting Operator shall be conclusive evidence of and be deemed to be the true and correct record of all Bets made via the Internet. Computer printouts and other records provided by the Investor shall not be accepted as evidence of Bets placed.
- 11.4 The Betting Operator may cease to provide access to an Investor to the web-site of the Betting Operator to place Bets via the Internet at any time. This may be done without notice to the Investor.
- 11.5 The Investor warrants that all information provided by him or her on the web-site of the Betting Operator shall be true and correct and that he or she will immediately notify the Betting Operator of any change to the information.
- 11.6 The Investor agrees to the use by the Betting Operator of the information provided by the Investor on the web-site for any purpose relating to the opening of an account, the activation of Internet access, the placement of Bets by the Investor, for marketing purposes or as required by law.
- 11.7 The Betting Operator may change the information or the format of the information on the web-site of the Betting Operator at any time without notice to the Investor.

12. ALTERATIONS OF RULES

- 12.1 If any question arises which is not or which is alleged not to be provided for by these Rules or the Act or regulations made thereunder it shall be determined by the Betting Operator or where appropriate by its duly authorised employees or agents applying as far as it is reasonably possible to do so the concept of fair play and the principles for the rules of betting of the Victoria Racing Club.
- 12.2 These Rules may be amended from time to time in accordance with the Act and the Rules as amended shall apply to all Investments accepted after such amendment takes effect.
- 12.3 Settlement between the Betting Operator and any Investor or group of Investors shall not be disturbed by the operation of these Rules save for cases of fraud or dishonesty.
- 12.4 By making an Investment via any means of communication provided by the Betting Operator, the Investor warrants that he or she is 18 years of age or over and that making of the Investment does not violate any international, federal, state or local laws.

BETTING OPERATIONS RULES 2001 (On Course)

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BETTING OPERATIONS RULES PART I - GENERAL CONDITIONS

The following rules governing the betting operations of Thoroughbred Racing S.A. Pty Ltd, Harness Racing SA Pty Ltd and Greyhound Racing SA Pty Ltd being the holder of an on-course totalisator betting licence under the Act ('**Licence**'), have been approved by the Liquor and Gambling Commissioner of South Australia.

1. GENERAL

1.1 Citation

These Rules may be referred to as the 'Betting Operations Rules 2001 (On Course)'.

1.2 Commencement

These rules shall come into operation on the date on which section 41(1)(a) of the Act is proclaimed.

1.3 Application of Rules

- (a) Subject to Rule 1.2(b) and Rule 7, these Rules form a term and condition of each Bet made by an Investor with the Licensee.
- (b) Unless otherwise stated to the contrary in these Rules:
 - (i) Part I of these Rules contains general provisions applicable to all Bets made by an Investor with the Licensee; and
 - (ii) Part II of these Rules contains the procedures by which the Licensee will calculate Dividends payable in relation to Totalisator Bets made on Contingencies relating to Races.

1.4 Definitions

In these Rules, unless the context requires otherwise:

'**Acceptor**' means any Participant that is accepted for any event upon which the Licensee is receiving Bets.

'**Act**' means the *Authorised Betting Operations Act 2000* as in force from time to time and includes any regulations in force at any time under the Act.

'**Agency**' means an office, place or other site at the Racecourse(s) established by the Licensee for the receipt of Bets.

'**All-up**' means a Bet on a Participant in a Race in a particular Pool which is reinvested with any Dividend or Refund entitlement in accordance with the Investor's irrevocable instructions given at the time of the initial Bet in subsequent Pools in subsequent Races in a manner allowed by the Licensee.

'Amount Available for Dividend' in respect of any Pool means the total amount invested by all Investors in the Pool less Deductions and Refunds (if applicable) in relation to the Pool.

'Approved Contingency' means any contingency approved by the Authority from time to time for the purposes of section 4 of the Act on which the Licensee may conduct Totalisator Betting.

'Authority' means the Independent Gambling Authority established under the *Independent Gambling Authority Act 1995 (as amended)*.

'Bet' means a bet or wager laid by an Investor with the Licensee on the chance that a particular Contingency will occur, on the terms set out in these Rules.

'Brackets' means the inclusion of two or more Acceptors with a common List Number.

'Card' means eight different Races designated by the Licensee held at the same or different Race Meetings.

'Club' means an entity that conducts Race Meetings.

'Contingency' means any type of contingency (including Approved Contingencies) on which a Bet is accepted by the Licensee and on which a Dividend is payable in accordance with these Rules if the contingency occurs.

'Deduction' means, in relation to any Pool the amount or percentage described in Schedule 1, being the proportion of money invested that will be retained by the Licensee (excluding Fractions and Unclaimed Dividends) as varied by the Licensee from time to time by notice in writing to the Commissioner.

'Depositor' means a person who establishes or who has established a deposit account with the Licensee for the purpose of making a Bet.

'Dividend' means in relation to a Bet, the amount payable by the Licensee pursuant to these Rules following the occurrence of the Contingency on which the Bet was made to the Investor(s) who correctly selected that Contingency, calculated as an amount payable per Unit of the Bet.

'Double' means a Bet by the nomination of a combination of two Participants on the chance that such Participants will respectively finish first in two Races designated by the Licensee at the same or different Race meetings held on the same day.

'Feature All-In Double' means a Feature Double expressed as being 'All-In'.

'Feature Double' means a Bet by the nomination of a combination of two Participants on the chance that such Participants will respectively finish first in two Races designated by the Licensee at different Race meetings held on different days.

'Forecast' means a Bet by the nomination of a combination of two Participants on the chance that such Participants will finish (in correct order of finishing) first and second in the same Race designated by the Licensee at any Race meeting; such Participants may not be two Participants included in the same bracket.

'Fortune 8' means a Bet by the nomination of a combination of eight Participants on the chance that such Participants will respectively finish first in eight Races designated by the Licensee at the same or at different Race Meetings.

'Fourtrella' means a Bet by the nomination of a combination of four Participants on the chance that such Participants will respectively finish first in four Races designated by the Licensee at the same or at different Race meetings.

'Fractions' means any amounts resulting from rounding down dividends calculated under these Rules by the minimum amount required to express the calculated dividend as an amount that is divisible by the lowest unit of currency in circulation in Australia at that time.

'Greyhound Race' or **'Greyhound Racing'** means a race or racing between greyhounds in pursuit of a quarry or lure that is not a live animal.

'Harness Race' or **'Harness Racing'** means a pacing race or trotting race for harness racing horses.

'Horse Race' or **'Horse Racing'** means a race for galloping horses.

'Investor' means a person who makes or offers to make a Bet with the Licensee.

'Licensee' means Thoroughbred Racing S.A. Pty Ltd, Harness Racing SA Pty Ltd and Greyhound Racing SA Pty Ltd being the holder of an on-course totalisator betting licence under the Act or any person to whom the on-course totalisator betting licence is transferred, or re-issued, pursuant to the Act. Where the context requires, the expression the Licensee includes the Licensee's employees and agents.

'List Number' is the number given to a Participant for the purpose of identifying the Participant.

'Major Betting Operations Licensee' means the holder of the major betting operations licence issued under section 7 of the Act.

'Minimum Bet' means the amount from time to time determined by the Licensee as the minimum amount that constitutes a Bet for the purpose of Totalisator Betting in accordance with these Rules.

'Mystery Bet' means a Trifecta Bet where the Investor agrees with the Licensee that the Licensee will select Participants on behalf of the Investor in accordance with Rule 5.

'Mystery Fortune 8' means a Fortune 8 Bet where the Investor agrees with the Licensee that the Licensee will select Participants on behalf of the Investor in accordance with Rule 6.

'Notice' means a notice in accordance with Rule 3.2.

'Official Scratching Time' means the time specified in the conditions of the Race as the time after which a Participant will not be scratched from that Race except by order or permission of the Stewards.

'On-course' means a place where a Race Meeting is or can be held.

'Participant' means:

- (a) in the context of a Horse Race, a galloping horse which has been entered for a Horse Race conducted by a Club;
- (b) in the context of a Harness Race, a harness racing horse which has been entered for a Harness Race conducted by a Club;
- (c) in the context of a Greyhound Race, a greyhound which has been entered for a Greyhound Race conducted by a Club.

'Pick 4' means a Bet by the nomination of a combination of four Participants on the chance that such Participants will finish (in correct order of finishing) first, second, third and fourth in the same Race, designated by the Licensee at any Race meeting.

'Place' means a Bet by the nomination of a Participant on the chance such Participant will finish either first, second or third in a Race.

'Placed Participant' means a Participant which finishes first, second or third in a Race except in the case of a Pick 4 where it means a Participant finishing first, second, third or fourth in a Race.

'Pool' means a group of Contingencies comprising all those Contingencies in respect of which the happening of any one such Contingency within that group would render it impossible (with the exception of dead heats) that any other Contingency in the group could occur, and includes without limitation, all possible Contingencies selected by Investors for each of the following categories in a particular Race or Races (as the case may be):

- (a) a Win;
- (b) a Place;
- (c) a Quinella (either jackpotting or non jackpotting);
- (d) a Forecast (either jackpotting or non jackpotting);
- (e) a Trio;
- (f) a Trifecta (either jackpotting or non jackpotting);
- (g) a Double, Feature Double or Feature All-In Double;
- (h) a Treble;
- (i) a Fourtrella;
- (j) a Pick 4;
- (k) an All-Up;
- (l) a Fortune 8.

'Pooling Agreement' means an agreement between the Licensee and the Major Betting Operations Licensee to pool Totalisator Bets of the same type for the purpose of calculating and paying Dividends to investors.

'Quinella' means a Bet by the nomination of a combination of two Participants on the chance that such Participants will finish (irrespective of order) first and second in the same Race designated by the Licensee at any Race meeting.

'Race' means any:

- (a) Horse Race;
- (b) Harness Race; or
- (c) Greyhound Race,

on which the Licensee is authorised to conduct Totalisator Betting in accordance with these Rules for the purposes of the Act.

'Racecourse(s)' has the meaning given in the Licence.

'Race Meeting' means a race meeting at which any Race(s) is or are conducted.

'Refund' means the amount of a Bet that is repayable to an Investor in accordance with these Rules (less Deductions, if applicable).

'Rules' means these Betting Operations Rules 2001 (On Course).

'Rules of Racing' means the rules for the time being in force at the particular Race Meeting at which the relevant Race is being conducted whether or not such Race Meeting is held in the State of South Australia or elsewhere.

'Scratchings' includes withdrawal and a non-starter.

'Starter' means and includes every Participant which is declared a starter by the Stewards pursuant to the relevant Rules of Racing.

'Stewards' means the stewards or other representatives of the Club responsible under the Rules of Racing for conducting the Race Meeting or Races in respect of which the Licensee is receiving Bets.

'Ticket' means the receipt or certificate issued to an Investor by any cash Agency on which is recorded details of the Bet made by the Investor.

'Totalisator Bet' or **'Totalisator Betting'** means betting on the principle that the amount of the Dividend in respect of any Contingency is calculated by dividing the Amount Available for Dividend by the number of winning Units invested on the Contingency.

'Treble' means a Bet by the nomination of a combination of three Participants on the chance that such Participants will respectively finish first in three different Races designated by the Licensee at the same or at different Race meetings.

'Trifecta' means a Bet by the nomination of a combination of three Participants on the chance that such Participants will finish (in correct order of finishing) first, second and third in the same Race, designated by the Licensee at any Race meeting.

'Trio' means a Bet by the nomination of a combination of three Participants on the chance that such Participants will finish (irrespective of order of finishing) first, second and third in the same Race, designated by the Licensee at any Race meeting.

'Unit' means the amount(s) designated from time to time by the Licensee as being the amount(s) in respect of which any Bet(s) or class of Bet(s) must be denominated.

'Unclaimed Dividends' means dividends that are payable by the Licensee on a winning Bet which are not claimed by the person entitled to the dividend within the period specified in these Rules.

'Win' means a Bet by the nomination of a Participant on the chance that such a Participant will finish first in a Race.

'Winner' means the Participant placed first in any Race.

1.5 Interpretation

In the interpretation of these Rules, unless a contrary intention appears, words importing the masculine gender will include the feminine gender, words importing the plural will include the singular and words importing the singular will include the plural and person will include a body corporate.

2. BETS

2.1 Licensee Rules

By making a Bet or offering to make a Bet with the Licensee each Investor accepts and agrees to be bound by the relevant provisions of these Rules, copies of which will be available at all Agencies for perusal on request.

2.2 Rules of Racing

Bets are accepted on Contingencies related to Races (except in so far as they may be inconsistent with these Rules) subject to the Rules of Racing, including, without limitation any provisions in the Rules of Racing in respect of the entry, acceptance, bracketing, withdrawal or disqualification of Participants, to the running of Races, to the powers of the Stewards or any other tribunal authorised under the Rules of Racing and to the procedures governing the operation of Totalisator Betting.

2.3 Returns

A licensed racing club must, before the expiration of the period of twenty-one days commencing on any day on which the club conducts totalisator betting on race-results, furnish to the Commissioner a return in a form approved by the Commissioner setting out:

- (a) the amount of the totalisator bets made with it on that day on each race-result.

- (b) the amount paid in dividends on totalisator bets made with it on that day on each race-result.
- (c) the amount of duty payable on totalisator bets made with it on that day.

2.4 Minors

- (a) The Licensee will not accept Bets from any person that is under the age of eighteen (18) years of age or cannot reliably identify themselves as being over the age of eighteen (18) years of age upon request by the Licensee.
- (b) If a person making a Bet is subsequently determined to be under the age of eighteen (18) years of age, no Dividend, withdrawal or Refund payments of money will be made by or to or on behalf of such person and the amount of the Bet will be forfeited to the Licensee.

2.5 Unit of Bets

- (a) The Unit of Bet for all types of Bet will be the amount for the time being fixed by the Licensee.
- (b) The Licensee may fix different Units of Bet for different types of Bets and method of placement of such Bets.
- (c) The Licensee may, at its discretion, fix different minimum Units in respect of Bets for different Pools.

2.6 Dividends

- (a) The Dividend declared will be an amount calculated in relation to a Unit and no Dividend will be paid except on a Placed Participant as declared by the Stewards.
- (b) No Investor on any other Participant in that Race will be entitled to receive a Dividend on that Race notwithstanding that by subsequent order of the Club, or of any Court or otherwise, any other Participant will be declared a Placed Participant.

2.7 Contingencies for which Bets will be Accepted

Notwithstanding any other provision of these Rules, Bets will only be accepted by the Licensee on such Contingencies as may be determined from time to time by the Licensee as Contingencies on which the Licensee wishes to accept Bets.

2.8 Information as to Contingencies

Notwithstanding any other provision in these Rules, Investors must satisfy themselves as to the Starters in any Race, and as to any other information displayed or given by the Licensee concerning any Contingency, and to the maximum extent permitted by law the Licensee will not be responsible for or under any liability in respect of:

- (a) the incorrect omission or inclusion of a Starter in any Race;

- (b) the fact that any Participant is shown or given as scratched when it is not scratched or the fact that any Participant is not shown or given as scratched when in fact it has been scratched; or
- (c) any other information whatsoever displayed or given by the Licensee concerning any Race or Contingency.

2.9 Closing Time for Bets

- (a) The closing time for the receipt of Bets by the Licensee will be as determined from time to time by the Licensee either generally or in respect of any Agency or any Race or Contingency, but unless otherwise specified in these Rules, will be the start of any Race or Contingency.
- (b) The Licensee will not accept Bets from Investors after the closing time for acceptance of Bets as determined by the Licensee.
- (c) Where a Bet is accepted in error by the Licensee after the closing time for acceptance of Bets, the Licensee may, in its absolute discretion, decide to not recognise such Bet, in which case the Investor will be entitled to a Refund of the amount invested.

2.10 Methods of Investing

Subject to these Rules and any other applicable laws, Bets may be made by Investors by cash payment at any Agency.

2.11 Rejection of Bets

The Licensee and each employee or agent of the Licensee are under no obligation to accept any Bet and may at any time and without giving any reason refuse to accept part or the whole of any Bet.

2.12 Refunds of Bet

- (a) For the purposes of this Rule 2.12, 'nominated time' in respect of a Bet means:
 - (i) subject to Rule 2.12(b), in the case of any Contingency the last time falling before the commencement of a specified period nominated from time to time by the Licensee that precedes the advertised or actual commencement of the event from which the Contingency may arise; and
 - (ii) in the case of a Double, Feature Double, Treble, Fourtrella, Fortune 8 or All-Up Bet, a time that precedes the advertised time of commencement of the first Race of that Bet by a period nominated from time to time by the Licensee.
- (b) The Licensee may select different nominated times for different Contingencies.
- (c) Subject to any notification by the Licensee to the contrary, with the exception of a Feature All-In Double, an Investor may cancel and obtain a Refund of any Bet before the nominated time.

- (d) A Bet may only be exchanged after the nominated time applicable to that Bet in accordance with procedures set by the Licensee from time to time.
- (e) Subject to these Rules, if a Participant is scratched, the Investor is entitled to request and be paid a Refund in accordance with the procedures set out in these Rules.

2.13 Pick the Field

Notwithstanding any other provision of these Rules, where:

- (a) an Investor selects the 'field' as part of any Bet; and
- (b) the Ticket representing the Bet is endorsed with the word 'field'; and
- (c) there is at least one emergency Participant for that Race; and
- (d) any Participant is withdrawn and an emergency Participant starts in the Race;

then the Bets on any Participants that are withdrawn will be transferred to emergency Participants in the following order:

- (i) the Bets on the first Participant appearing on the Licensee's list of runners will be transferred to the first emergency Participant which the Licensee is advised will be starting in the Race;
- (ii) the Bets on the second Participant appearing on the Licensee's list of runners will be transferred to the second emergency Participant which the Licensee is advised will be starting in the Race; and so on, and
- (e) with respect to the Bets on any withdrawn Participants that are not transferred to emergency Participants in accordance with Rule 2.12(d):
 - (i) in the case of Win, Place, Quinella, Forecast, Trio, Trifecta and Pick 4 and All-Up Bets, the Licensee will pay a Refund to the Investor at the request of the Investor in accordance with the procedures set by the Licensee from time to time;
 - (ii) in the case of Double and Feature Double, Treble, Fourtrella or Fortune 8 Bets, the Bets will be transferred to the substitute, in accordance with Rules 19.5, 21.5, 22.5, or 24.5 respectively;
 - (iii) in the case of Feature All-In Double Bets, the Bets will be forfeited.

2.14 Bets Received in Respect of a Postponed or Abandoned Race or Race Meeting

- (a) Subject to these Rules, if a Race or a number of Races are postponed to a later date or abandoned then all Bets made on such Race or Races will be Refunded by the Licensee.
- (b) If after sales have opened on a Race, the number of Participants in that Race is reduced by Scratchings to one, that Race will be regarded as being abandoned.

2.15 Brackets and Alterations

Subject to these Rules, the following provisions apply to Bets made with the Licensee on any Participant included in a bracket on any Race list promulgated by the Licensee:

- (a) Where Acceptors are bracketed all Bets received by the Licensee in respect of any Acceptor in the bracket will be invested on the List Number allocated to the bracket in which such Acceptor is included.
- (b) Bracketed Participants will be treated as one Participant in the computation of Dividends.
- (c) Where one Acceptor in a Bracket is scratched, the Bet will remain on the List Number allocated, and the Investor will be entitled to be paid any Dividend that may be payable in respect of the Acceptor remaining in the said bracket, unless the Investor applies for a Refund as provided in Rule 2.12.
- (d) For Win, Place, Quinella, Forecast, Trio, Trifecta and Pick 4 betting, if all Acceptors included in a bracket are scratched, the Investor will be entitled to a Refund in full of any Bet made in respect of any Participant included in the bracket.

2.16 Failure to Record Bets

Subject to the application of any other Rule which may apply, where details of a Bet otherwise properly received by the Licensee have, for any reason (including failure in the means of or error in transmission or to other circumstances beyond the control of the Licensee) not been taken into account in calculating the Dividend for which the Bet was made and the Dividend has been declared then, notwithstanding such declaration of Dividend, the Licensee may at its discretion re-calculate the Dividend taking into account all Bets (including those not previously taken into account) and the re-calculated Dividend will be the Dividend payable by the Licensee.

2.17 Fractions

- (a) Notwithstanding any other provision of these Rules, in calculating any Dividend, the Licensee may round down the Dividend calculated under these Rules by the minimum amount required to express the calculated dividend as an amount that is divisible by the lowest unit of currency in circulation in Australia at that time.
- (b) The Licensee will round down each Dividend calculated in respect of a Totalisator Pool under these Rules (as described in Rule 2.17(a)) prior to multiplying such Dividend by the number of winning Units invested by an Investor for the purpose of determining the amount payable to that Investor on a winning Totalisator Bet.
- (c) For the avoidance of doubt, but subject to any other legal obligation to the contrary:
 - (i) these Rules do not require the Licensee to pay Fractions to winning Investors; and

- (ii) the Licensee is entitled to retain Fractions in addition to Deductions, Unclaimed Dividends and any other amount permitted to be retained by the Licensee out of Bets made by Investors pursuant to these Rules.

2.18 Unclaimed Dividends

The licensee will not, after the expiration of the period of twelve months commencing on the day on which a race is held, be liable to pay any dividend on a totalisator bet made with it in respect of that race.

2.19 Mistaken Dividends or Refunds

Any Dividend or Refund miscalculated by the Licensee is void and the incorrect amount of the Dividend or Refund constitutes a debt owed by, or credit due to, the Investor (as the case may be) and the Licensee reserves the right to make appropriate amendments to the Investor's deposit account without notice to the Investor or other wise take action to recover money owing to the Licensee.

3. BETS BY CASH

3.1 General Provision

- (a) Cash Bets will be accepted only during the hours advertised at each Agency for the acceptance of such Bets but the Licensee or employee or Agency of the Licensee may declare at any time that the Agency is closed for receiving cash Bets.
- (b) Only bank notes or coins which are legal tender in the Commonwealth of Australia will be accepted.

3.2 Bet Information

- (a) For the purpose of identifying Participants, the Licensee will where reasonably practicable display information at its Agencies showing the following information ('Notices'):
 - (i) the Acceptors known to have nominated or accepted or declared for those Race Meetings for which the Licensee will be receiving Bets;
 - (ii) the date and code letter or abbreviation of each such Race Meeting;
 - (iii) the numbers of the respective Races and the List Numbers allotted to the Acceptors or declarations in such Races;
 - (iv) such other distinguishing mark as may be necessary or desirable for the proper identification of Participants or Bets; and
 - (v) such other information as the Licensee determines for identifying Participants for the purpose of making a Bet.
- (b) Subject to these rules, Bets may be received by the Licensee in respect of those Races and Race Meetings and Participants nominated or accepted or declared in respect of which a Notice is displayed. If a Bet is received in respect of a Participant for which no Notice is exhibited then to the maximum extent permitted by law, the Bet will be at risk of the Investor and the Licensee will

not be responsible for any loss suffered by the Investor howsoever arising whether by reason of erroneous or different encoding of the Participant or any error or omission of any servant or agent of the Licensee or otherwise.

3.3 Procedures for Investing on Races

- (a) Except in the case of a Mystery Bet or Mystery Fortune 8 Bet, before a Bet will be accepted by the Licensee the Investor must indicate clearly:
 - (i) the code letter or abbreviation for the Race Meeting concerned;
 - (ii) the Race Number (if required);
 - (iii) the List Number or numbers allocated by the Licensee to the Participant(s);
 - (iv) the amount and type of the Bet; and
 - (v) such other information as may be required by the Licensee to identify the Bet to be made.
- (b) On acceptance of the Bet the Investor will be issued with a Ticket which must be presented when claiming any Dividend or Refund due in respect of such Bet.

3.4 Issue of Tickets

- (a) Each Ticket will show:
 - (i) the Units or amount invested on each type of Bet; and
 - (ii) such other information as may be necessary to identify the Bet recorded.
- (b) When a Ticket is issued and the amount of the Bet is indicated by a numeral, the numeral will mean the number of Units invested. A Ticket will not be issued for less than the Minimum Bet.
- (c) Tickets will be printed or stamped or punched or partly in one method and partly in another or otherwise marked to show:
 - (i) the code letter or abbreviation designated for the Race Meeting concerned;
 - (ii) the date or week designated for such meeting;
 - (iii) the number of the Race other than for a Double, Treble, Fourtrella or Fortune 8;
 - (iv) the List Number allocated by the Licensee to the Participant;
 - (v) the type of Bet on which the Bet is made; and
 - (vi) any other information the Licensee determines appropriate to adequately identify the Participant(s) and Bet.

- (d) At its discretion, the Licensee may show the Participants in an abbreviated form.
- (e) An Investor is to be taken to have accepted the Ticket issued to him and be bound by the particulars set out on the Ticket.
- (f) If a Ticket is issued by a machine, the Licensee is entitled to have regard only to the particulars imprinted by the machine in determining whether to pay any Dividend or Refund and any other markings, whether made by the Investor, or any agent or employee of the Licensee will be disregarded.

3.5 Payment of Tickets

- (a) Any Ticket, when presented for a Dividend or Refund may be rejected without any payment being made if it has been defaced or mutilated.
- (b) Any person who presents, or causes to be presented to any Agency, any Ticket which has been altered or defaced with the intention of obtaining payment of an amount other than the true value of the Ticket will be committing a criminal offence and the Licensee reserves the right to refer such a matter to the police or any other relevant authority.
- (c) The Licensee will pay the Dividends payable in respect of any Ticket under these Rules upon presentation of a Ticket at any Agency during the hours the Agency is open for business during the period of six months following the date of the Race Meeting or such longer period as may be determined from time to time by the Licensee.
- (d) Dividends may be collected as soon as practicable after the Dividend has been declared by the Licensee.
- (e) The Licensee may withhold or delay payment of any Dividends for any reasonable cause determined by the Licensee.
- (f) Dividends will be paid in cash or by cheque, at the discretion of the Licensee.

3.6 Lost Tickets

- (a) A Dividend or Refund in respect of a lost Ticket will only be payable at the discretion of the Licensee. The Licensee may require the person making the claim to verify the claim in such manner as the Licensee requires including by making a statutory declaration.
- (b) If the Licensee is able to verify any claim, it may at its discretion pay the Dividend or Refund to which the claim relates to the Investor.
- (c) A processing fee of an amount determined from time to time by the Licensee in connection with the establishment and payment of a claim in respect of a lost Ticket for the Dividend or Refund may be deducted from the amount of any Dividend or Refund due to the Investor or, at the Licensee's discretion, may be charged by the Licensee before the claim is processed.

4. CONDUCT OF INVESTORS

4.1 Discretion to refuse entry or to accept Bets

Without limiting any other provision of these Rules, the Act or any other right or privilege of the Licensee at law or equity, the Licensee reserves the right in its absolute discretion to refuse entry or access to its Agencies or eject any person already on its premises or refuse to accept Bets from any person who:

- (a) is under, or appears to be under the age of eighteen (18) years of age;
- (b) is prohibited under or by virtue of the Rules of Racing from entering upon any premises of any race course;
- (c) behaves or has behaved in a manner which is disorderly or offensive;
- (d) is or appears to be under the influence of intoxicating liquor, drugs or other intoxicating substances;
- (e) causes, has caused, or is likely to cause annoyance, disturbance or distress to any person;
- (f) offends or is likely to offend any person; or
- (g) is otherwise in breach of any law including the Act.

5. MYSTERY BETS

5.1 Provisions applying to Mystery Bets

The following provisions apply to Mystery Bets:

- (a) If the Investor selects a Contingency on which the Mystery Bet is to be placed, it will be placed on the next Contingency on which Trifecta betting is available.
- (b) If the Investor selects a Race meeting on which a Mystery Bet is to be placed, it will be placed on the next Race at that meeting on which Trifecta betting is available.
- (c) If the Investor selects a Race Meeting and a specific Race on which the Mystery Bet is to be placed, it will be placed on that specific Race providing Trifecta betting is available.
- (d) If the Investor does not select either the Contingency, Race Meeting or specific Race, the Bet is to be placed on the next Race to be run on which Trifecta betting is available.
- (e) Selection of a Participant by the Licensee for the purposes of a Mystery Bet on behalf of an Investor will be made at random by means of a computer.
- (f) In the case of a Mystery Bet on a Race:

- (i) the Participant selected to finish first will be selected from the five most favoured runners in the Race based on Bets in the Win Pool processed by the Licensee at the time the Bet is placed; and
- (ii) two Participants must be selected to finish either second or third from all the Participants entered in the Race that have not been scratched excluding the Participant selected to finish first; and
- (iii) notwithstanding Rules 5.1(f)(i) and (ii), if the Investor so chooses, the Participants determined by the Licensee may be grouped together to cover all possible combinations.

6. MYSTERY FORTUNE 8 BETS

The following provisions apply to Mystery Fortune 8 Bets:

- (a) If the Investor selects the code letter or abbreviation for the Race Meeting(s) of which a Mystery Fortune 8 Bet is to be placed, it will be placed on the Card for that Race Meeting(s).
- (b) Selection of a Participant by the Licensee on behalf of an Investor will be made at random by means of a computer.
- (c) The Participants selected will be selected from all the Participants entered in the respective Races that have not been scratched at the time the Bet is made.
- (d) If an Investor invests more than two Units on a Mystery Fortune 8 Bet, the Licensee will select the number of different combinations of Participants that corresponds to the multiples of two Units selected by the Investor.

7. AGENCY AND POOLING

7.1 Agency

Subject to the Act, the Licensee may from time to time accept Bets as agent for the Major Betting Operations Licensee under a Pooling Agreement.

7.2 Pooling Agreement

Subject to the Act and without limiting Rule 7.1, the Licensee may also from time to time enter into a Pooling Agreement under which the Licensee agrees to re-invest certain Totalisator Bets made with the Licensee with the Major Betting Operations Licensee.

7.3 Application of Rules

If the Licensee accepts a Bet as agent for the Major Betting Operations Licensee (whether under a Pooling Agreement or otherwise) or re-invests Totalisator Bets made with the Licensee with the Major Betting Operations Licensee (pursuant to a Pooling Agreement) then:

- (a) the rules governing the betting operations of the Major Betting Operations Licensee will apply to the Bet, including without limitation, the provisions for calculating and paying Dividends and Refunds; and

- (b) these Rules will otherwise continue to apply but only to the extent that they are not inconsistent with the rules governing the betting operations of the Major Betting Operations Licensee,

subject to anything to the contrary in the relevant Pooling Agreement or any other relevant agreement between the Licensee and the Major Betting Operations Licensee.

7.4 Notification

- (a) The Licensee must take reasonable steps to inform Investors of:
 - (i) the basis on which it is accepting Bets (ie whether Rule 7.1 or Rule 7.2 (or both) is applicable) and therefore whether, pursuant to Rules 7.3(a) or 7.3(b), these Rules or the rules of the Major Betting Operations Licensee will principally apply to the relevant Bet; and
 - (ii) anything in a Pooling Agreement or other agreement that is contrary to the provisions of Rule 7.3 or otherwise modifies the operation of those provisions,

including by providing an Investor on request with a copy of the relevant rules of the Major Betting Operations Licensee and/or a summary of any modification to the provisions of Rule 7.3 arising as a result of anything in a Pooling Agreement or other relevant agreement.

- (b) The Licensee must:
 - (i) notify the Commissioner as soon as practical if it commences or ceases to conduct betting operations in accordance with Rule 7.1 or 7.2 or if there is a material change in the way in which those betting operations are conducted;
 - (ii) provide the Commissioner with a copy of any Pooling Agreement or other agreement that is contrary to the provisions of Rule 7.3 or otherwise modifies the operation of those provisions; and
 - (iii) notify the Commissioner as soon as practical if there is any material change to information previously provided to the Commissioner under Rule 7.4(b)(ii).

8. AMENDMENT OF THE RULES

Pursuant to the Act, any amendment of these Rules must be approved by the Commissioner.

PART II - CALCULATION OF DIVIDENDS

Part II of these Rules sets out the procedures by which the Licensee will calculate Dividends and (if applicable) offer Refunds in respect of the Totalisator Bets described in Rules 9 to 25 (inclusive) relating to Races on which the Licensee accepts Bets.

9. CALCULATION OF DIVIDENDS

9.1 General provisions

Subject to anything to the contrary in these Rules, the following provisions will apply to the calculation of Dividends on the types of Contingencies described in this Part II on which the Licensee accepts Bets:

- (a) A Dividend will be payable to an Investor upon the happening of a Contingency that is correctly selected by the Investor. Whether or not a Contingency has occurred is to be determined in accordance with these Rules and in all cases at the sole discretion of the Licensee.
- (b) The total amount payable to a particular Investor on a winning Bet will be equal to the calculated Dividend for that Contingency multiplied by the number of Units invested by the Investor on the relevant Contingency.
- (c) Subject to Rule 9.1(d), if the Dividend calculated is less than the Unit of Bet, the Dividend declared will be the Unit of Bet. If the Amount Available for Dividend is insufficient to enable a minimum Dividend equal to the Unit of Bet to be declared, an amount sufficient to enable that Dividend to be declared will be deducted from Deductions applicable to that Race and Pool.
- (d) In the event of a dead-heat:
 - (i) subject to any other Rule relating to the calculation of Dividends, the Dividend so ascertained in respect of each Participant running the dead-heat will be a minimum of 50% of the value of a Unit, provided that where the Amount Available for Dividend is insufficient to enable a minimum Dividend of 50% of the value of a Unit to be declared an amount sufficient to enable that Dividend to be declared will be deducted from Deductions;
 - (ii) if the Amount Available for Dividend is, in accordance with these Rules, divided into such number of equal parts as determined by the number of Participants running the dead-heat, each such part so ascertained will be treated separately and divided amongst and paid to the Investors selecting each such Participants or combination of Participants; and
 - (iii) in all cases the Amount Available for Dividend in respect of one of the dead-heaters must not be greater than the Amount Available for Dividend in respect of the other Placed Participants.

10. PROVISIONS RELATING TO WIN

10.1 Win

This Rule 10 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Win Bets.

10.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst the Investors selecting the Participant finishing first in the Race, or if there are no Investors on that Participant, Bets less Deductions will be Refunded to the Investors.
- (b) In the event of two or more Participants running a dead-heat for first place the whole of the Amount Available for Dividend will be divided into as many equal parts as there are dead-heaters on which there are Investors and each such part will be divided amongst those Investors who selected each such dead-heater.

10.3 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

10.4 Brackets

If a Participant included in a Bracket finishes first, the whole of the Amount Available for Dividend will be divided amongst the Investors selecting that Participant number.

11. PROVISIONS RELATING TO PLACE**11.1 Place**

This Rule 11 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Place Bets.

11.2 Number of Dividends to be paid

The following provisions apply to determine the number of Dividends to be paid:

- (a) If immediately after Official Scratching Time there are eight or more Starters in any Race, Dividends will be paid to Investors on the Participants finishing first, second and third in the Race. Any subsequent withdrawal or withdrawals ordered or permitted by the Stewards after the Official Scratching Time will not affect the number of Dividends payable notwithstanding Rule 11.2(c).
- (b) If immediately after Official Scratching Time there are more than four and not more than seven Starters in any Race, Dividends will be paid to Investors on the Participants finishing first and second only. Any subsequent withdrawal or withdrawals ordered or permitted by the Stewards after the Official Scratching

Time will not affect the number of Dividends payable notwithstanding Rule 11.2(c).

- (c) If immediately after Official Scratching Time, there are more than four Starters in a Race and if in consequence of any withdrawal or withdrawals ordered or permitted by the Stewards after the Official Scratching Time, the number of Participants which start in such Race is three or less, then all Bets for a Place on that Race will be Refunded to the Investor.
- (d) If immediately after Official Scratching Time, there are four or less Starters in any Race no Place Totalisator Betting will be operated and all Bets for a Place on that Race will be Refunded to the Investor.

11.3 Method of Calculating Dividends

- (a) The following provisions apply to a two Dividend Race:
 - (i) The Amount Available for Dividend will be divided into two equal parts. One part will be divided amongst the Investors on the first placed Participant and the other amongst the Investors on the second placed Participant.
 - (ii) In the event of a dead-heat for first place the Amount Available for Dividend will be divided into as many equal parts as there are dead-heaters. Each such part will be divided amongst the Investors on each such dead-heater.
 - (iii) In the event of a dead-heat for second place one half of the Amount Available for Dividend will be divided into as many equal parts as there are dead-heaters. Each such part will be divided amongst the Investors on each such dead-heater.
- (b) The following provisions apply to a three Dividend Race:
 - (i) The Amount Available for Dividend will be divided into three equal parts. One part will be divided amongst the Investors on the first placed Participant, one part amongst the Investors on the second placed Participant and one part amongst the Investors on the third placed Participant;
 - (ii) In the event of two Participants running a dead-heat for first place, two-thirds of the Amount Available for Dividend will be divided into two equal parts one of which will be divided amongst the Investors on one of the dead-heaters and the other part amongst the Investors on the other dead-heater;
 - (iii) In the event of three or more Participants running a dead-heat for first place the Amount Available for Dividend will be divided into as many equal parts as there are dead-heaters. Each such part will be divided amongst the Investors on each such dead-heater;
 - (iv) In the event of two Participants running a dead-heat for second place, two-thirds of the Amount Available for Dividend will be divided into two equal parts one of which will be divided amongst the Investors on

- one of the dead-heaters and the other part amongst the Investors on the other dead-heater;
- (v) In the event of three or more Participants running a dead-heat for second place, two-thirds of the Amount Available for Dividend will be divided into as many equal parts as there are dead-heaters. Each such part will be divided amongst the Investors on each such dead-heater;
- (vi) In the event of two or more Participants running a dead-heat for third place, one-third of the Amount Available for Dividend will be divided into as many equal parts as there are dead-heaters. Each such part will be divided amongst the Investors on each such dead-heater.
- (c) Notwithstanding anything to the contrary in Rules 11.3(a) or 11.3(b), if any part of the Amount Available for Dividend is insufficient to enable a Dividend equal to or more than the Unit of Bet to be declared in respect to that part, an amount sufficient to enable a Dividend equal to the Unit of Bet to be declared will be deducted from, firstly, the Deductions applicable to that Race and Pool, and if this is insufficient an amount will be deducted from the remaining part or in equal proportions from the remaining parts before any Dividend based on such part or parts is calculated and will be added to the first mentioned part.
- (d) The following provisions apply when there are no Bets on Placed Participants:
- (i) **Two Dividend Race**
- If there are no Bets on one of the first or second Placed Participants in such a Race the Amount Available for Dividend will be divided amongst the Investors on the remaining Participant in first or second place. If there are no Bets on both the first or second placed Participant, Bets (less Deductions) will be Refunded to the Investors.
- (ii) **Three Dividend Race**
- (A) If there are no Bets on one of the Placed Participants in any such Race the Amount Available for Dividend will be divided into two equal parts. Each such part will be divided respectively amongst the Investors on the remaining two Placed Participants.
- (B) If there are no Bets on two of the Placed Participants in any such Race the Amount Available for Dividend will be divided amongst Investors on the remaining Placed Participant.
- (C) If there are no Bets on any of the Placed Participants, Bets (less Deductions) will be Refunded to the Investors.

11.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.

- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

11.5 Brackets

If Participants bracketed together finish first and second or first and third or second and third or run a dead-heat for first or second place, two-thirds of the Amount Available for Dividend will be divided amongst Investors on the bracketed Participants. If Participants bracketed together run a dead-heat for third Place one-third of the Amount Available for Dividend will be divided amongst the Investors on the bracketed Participants.

12. PROVISIONS RELATING TO QUINELLA (NON JACKPOTTING)

12.1 Quinella (non-jackpotting)

This Rule 12 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Quinella Bets taken on Races on which the Licensee, at its discretion, decides that jackpotting does not apply. In that case, this rule will apply to the exclusion of the provisions in Rule 13.

12.2 Dividends

The whole of the Amount Available for Dividend will be divided amongst the Investors selecting the following combinations:

- (a) first and second placed Participant (irrespective of order); or if there are no Investors with this combination;
- (b) first and third placed Participant (irrespective of order); or if there are no Investors with this combination;
- (c) second and third placed Participant (irrespective of order); or if there are no Investors with this combination Bets (less Deductions) will be Refunded to Investors; and
- (d) where there are not enough Starters officially Placed to give a result, Bets will be Refunded to the Investors.

12.3 Dead Heats

If two or more Participants run a dead heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 12.2, the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors on each such combination. Each such part will be divided amongst the Investors on each such combination.

12.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

12.5 Brackets

Where a Dividend is declared solely in respect of two Placed Participant included in a common bracket number, all of the Investors who have combined that bracket number with any other Starter in the Race will be entitled to receive such Dividend.

13. PROVISIONS RELATING TO QUINELLA (JACKPOTTING)**13.1 Quinella (jackpotting)**

This Rule 13 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Quinella Bets taken on Races on which the Licensee, at its discretion, decides that jackpotting does apply. In that case, this rule will apply to the exclusion of the provisions in Rule 12.

13.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst the Investors nominating the Participants finishing first and second, irrespective of order.
- (b) If there are no Investors with the combination of Participants prescribed in Rule 13.2(a) the whole of the Amount Available for Dividend (the jackpot amount) will carry-over to form part of the Amount Available for Dividend at the same, or a subsequent, Race Meeting (of the same code) determined by the Licensee and will continue to be carried over in the same manner until distributed in accordance with Rule 13.2(a).
- (c) Where there are not enough Starters officially Placed to give a result, Bets will be Refunded to the Investors.

13.3 Dead-Heat

- (a) If two or more Participants run a dead-heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 13.2(a) the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors on each such combination.
- (b) If there is a winning combination that was not selected the Licensee will carry forward the amount of the portion provided for that winning combination and add it to the Amount Available for Dividend at the same, or a subsequent, Race

Meeting determined by the Licensee and will continue to carry it over in the same manner until distributed in accordance with Rule 13.2(a).

13.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

13.5 Brackets

Where a Dividend is declared solely in respect of two Placed Participants included in a common bracket number, all of the Investors who have combined that bracket number with any other Starter in the Race will be entitled to receive such Dividend.

14. PROVISIONS RELATING TO FORECAST (NON JACKPOTTING)

14.1 Forecast (non jackpotting)

This Rule 14 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Forecast Bets taken on Races on which the Licensee, at its discretion, decides that jackpotting does not apply. In that case, this rule will apply to the exclusion of Rule 15.

14.2 Dividends

The whole of the Amount Available for Dividend will be divided amongst the Investors with the following combinations:

- (a) first and second placed Participant in the correct order of finishing; or if there are no Investors with that combination;
- (b) first and second placed Participant but in the incorrect order of finishing; or if there are no Investors with that combination;
- (c) first and third placed Participant in the correct order of finishing; or if there are no Investors with that combination;
- (d) first and third placed Participant but in the incorrect order of finishing; or if there are no Investors with that combination;
- (e) second and third placed Participant in the correct order of finishing; or if there are no Investors with that combination;
- (f) second and third placed Participant but in the incorrect order of finishing; or if there are no Investors with this combination, Bets less Deductions will be Refunded to the Investor; and

- (g) where there are not enough Starters officially Placed to give a result, Bets will be Refunded to the Investors.

14.3 Dead Heats

If two or more Participants run a dead heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 14.2, the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors on each such combination. Each such part will be divided amongst the Investors on each such combination.

14.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

14.5 Brackets

Where a Dividend is declared solely in respect of two Placed Participants included in a common bracket number, all of the Investors who have combined that bracket number with any other Starter in the Race will be entitled to receive such Dividend.

15. PROVISIONS RELATING TO FORECAST (JACKPOTTING)

15.1 Forecast (jackpotting)

This Rule 15 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Forecast Bets taken on Races on which the Licensee, at its discretion, decides that jackpotting does apply. In that case, this rule will apply to the exclusion of Rule 14.

15.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst the Investors nominating the Participants finishing first and second, in the correct order of finishing.
- (b) If there are no Investors with the combination of Participants prescribed in Rule 15.2(a), the whole of the Amount Available for Dividend (the jackpot amount) will carry-over to form part of the Amount Available for Dividend at the same, or a subsequent, Race Meeting (of the same code) determined by the Licensee and will continue to be carried over in the same manner until distributed in accordance with Rule 15.2(a).

- (c) Where there are not enough Starters officially placed to give a result, Bets will be Refunded to the Investors.

15.3 Dead-Heat

- (a) In the event of two or more Participants running a dead-heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 15.2(a), the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations.
- (b) If there is a winning combination that was not selected the Licensee will carry forward the amount of the portion provided for that winning combination and add it to the Amount Available for Dividend at the same, or a subsequent, Race Meeting determined by the Licensee and will continue to be carried over in the same manner until distributed in accordance with Rule 15.2(a).

15.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

15.5 Brackets

Where a Dividend is declared solely in respect of two Placed Participants included in a common bracket number, all of the Investors who have combined that bracket number with any other Starter in the Race will be entitled to receive such Dividend.

16. PROVISIONS RELATING TO TRIO

16.1 Trio

This Rule 16 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Trio Bets.

16.2 Dividends

The whole of the Amount Available for Dividend will be divided amongst the Investors who correctly select:

- (a) the first, second and third placed Participants irrespective of order of finishing; or if there are no Investors with this combination;
- (b) any two of the Participants placed first, second and third with any other Starter in the Race irrespective of order of finishing; or if there are no Investors with this combination;

- (c) any Participant placed first, second or third with any other two Starters in the Race irrespective of order of finishing; or if there are no Investors with this combination Bets less Deductions will be Refunded to the Investors.
- (d) Where there are not enough runners officially placed to give a result, Bets will be Refunded to the Investors.

16.3 Dead Heat

If two or more Participants run a dead-heat so that Investors on two or more combinations become entitled to a Dividend under Rule 16.2 then in any such case the whole of the Amount Available for Dividend will be divided into such a number of equal parts as there are such different combinations on which there are Investors. Each such part will be divided amongst the Investors on each such combination.

16.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

16.5 Brackets

- (a) In the event of two Participants included in a common bracket number finishing first and second, first and third or second and third the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with the other Placed Participant and any other Starter in the Race.
- (b) In the event of three or more Participants included in a common bracket number finishing first, second and third the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with any two other Starters in the Race.

17. PROVISIONS RELATING TO TRIFECTA (NON JACKPOTTING)

17.1 Trifecta (Non Jackpotting)

This Rule 17 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Trifecta Bets taken on Races on which the Licensee, at its discretion, decides that jackpotting does not apply. In that case this rule will apply to the exclusion of the provisions in Rule 18.

17.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst the Investors nominating first, second and third placed Participants in the correct order of finishing.

- (b) Subject to Rule 17.3, in the event of there being no Investor for the combination described in 17.2(a), the whole of the Amount Available for Dividend will be divided amongst Investors with the following combinations:
- (i) the first, second and third placed Participants irrespective of order; or if there are no Investors with this combination;
 - (ii) any two of the first, second or third placed Participants with any other Starter in the Race irrespective of order; or if there are no Investors with this combination;
 - (iii) the whole of the Amount Available for Dividend will be Refunded to the Investors.

17.3 Dead Heat

If two or more Participants run a dead-heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 17.2, the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors on each such combination. Each such part will be divided amongst the Investors on each such combination.

17.4 Declaration of Less than Three Placings

- (a) If only two placings are declared, the whole of the Amount Available for Dividend will be divided amongst the Investors on the combination of any two of the Placed Participants with any other Participant irrespective of order.
- (b) If only a Winner is declared, the whole of the Amount Available for Dividend will be divided amongst the Investors on the combination of the Winner and any other Participant irrespective of order.
- (c) The whole of the Amount Available for Dividend will be Refunded to the Investors if none of the above combinations have been selected.

17.5 No-Race, Cancelled, Postponed or Abandoned Races

If a Race has been cancelled, abandoned or postponed to a later date or declared a 'No-Race' and not subsequently re-run, all Bets made in connection with that Race will be Refunded.

17.6 Brackets

- (a) If two Participants included in a common bracket number finish first and second, first and third or second and third the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with the other Placed Participant in correct order and any other Starter in the Race.
- (b) In the event of three or more Participants included in a common bracket number finishing first, second and third the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with any two other Starters in the Race.

18. PROVISIONS RELATING TO TRIFECTA (JACKPOTTING)**18.1 Trifecta (Jackpotting)**

This Rule 18 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Trifecta Bets taken on Races on which the Licensee, at its discretion, decides that jackpotting does apply. In that case this rule will apply to the exclusion of the provisions in Rule 17.

18.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst the Investors nominating the first, second and third placed Participants in the correct order of finishing.
- (b) If there are no Investors with the combination of Participants prescribed in Rule 18.2(a), the whole of the Amount Available for Dividend (the jackpot amount) will carry-over to form part of the Amount Available for Dividend at the same, or a subsequent, Race Meeting determined by the Licensee and will continue to be carried over in the same manner until distributed in accordance with 18.2(a).
- (c) Where there are not enough Starters officially placed to give a result, Bets will be Refunded to the Investors.

18.3 Dead-Heat

- (a) In the event of two or more Participants running a dead-heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 18.2(a), the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors on each such combination.
- (b) If there is a winning combination that was not selected the Licensee will carry forward the amount of the portion provided for that winning combination and add it to the Amount Available for Dividend at the same, or a subsequent, Race Meeting (of the same code) determined by the Licensee and will continue to be carried over in the same manner until distributed in accordance with 18.2(a).

18.4 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

18.5 Brackets

- (a) In the event of two Participants included in a common bracket number finishing first and second, first and third or second and third the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with the other Placed Participant in correct placing order and any other Starter in the Race.
- (b) In the event of three or more Participants included in a common bracket number finishing first, second and third the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with any two other Starters in the Race.

19. PROVISIONS RELATING TO DOUBLE AND FEATURE DOUBLE**19.1 Double and Feature Double**

This Rule 19 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Double or Feature Double Bets (as the case may be).

19.2 Dividends

The whole of the Amount Available for Dividend will be divided amongst the Investors with the following combinations:

- (a) the first placed Participant in each Race of the Double; or if there are no Investors with this combination;
- (b) the first placed Participant in the first Race with the second placed Participant in the second Race; or if there are no Investors with this combination;
- (c) the first placed Participant in the first Race with the third placed Participant in the second Race; or if there are no Investors with this combination;
- (d) the first placed Participant in the first Race; or if there are no Investors on that Participant;
- (e) the second placed Participant in the first Race; or if there are no Investors on that Participant;
- (f) the third placed Participant in the first Race; or if there are no Investors on that Participant, Bets less Deductions will be Refunded to the Investors.

19.3 Dead-Heat

If two or more Participants run a dead-heat in any Race of the Double so that Investors on two or more combinations become entitled to a Dividend under clause 19.2 then in any such case the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors. Each such part will be divided amongst the Investors on each such combination.

19.4 Declaration of 'No Race', or Race Postponed or Abandoned

- (a) If either Race of a Double is declared 'No Race' and is not re-run prior to the next at that meeting, the Race will be deemed to be abandoned and the provisions of 19.4(b) will take effect.
- (b) Where either or both Races of the Double are abandoned before or after they have started or through any other cause no Winner or Winners are declared for those Races the following provisions will apply:

(i) One Race Abandoned

The whole of the Amount Available for Dividend will be divided amongst the Investors selecting the following Participants in the one remaining Race:

- (A) the first placed Participant in the remaining Race; or if there are no Investors on that Participant;
- (B) the second placed Participant in the remaining Race; or if there are no Investors on that Participant;
- (C) the third placed Participant in the remaining Race; or if there are no Investors on that Participant, Bets less Deductions will be Refunded to the Investors.

(ii) Two Races Abandoned

Bets will be Refunded to the Investor.

19.5 Scratching of Participants

- (a) Where a Participant is scratched or all Acceptors within a bracket are scratched from either of such Races and the Investor has not substituted another Participant nor claimed a Refund in accordance with Rule 2.11 the Licensee will substitute for the scratched Participant the Acceptor that actually starts in the Race concerned on which the greatest amount has been invested in the Win Pool processed by the Licensee either prior to or as at the start of the Race as determined by the Licensee.
- (b) If at the time the substitute is due to be determined there is an equal amount invested on two or more Acceptors the substitute so determined will be such of those Acceptors that first appears in the official notice displayed by the Licensee for such Race and actually starts in that Race. The Investor will be deemed to have nominated the Participant so substituted.
- (c) For the purpose of this Rule 19.5 the determination made by the Licensee as to the Acceptor to be substituted for a scratched Participant in either Races will be final and conclusive, and will bind both the Licensee and the Investor.
- (d) The Licensee will take reasonable steps to advise Investors of substitutions made under this rule.

20. PROVISIONS RELATING TO FEATURE ALL-IN DOUBLE**20.1 Feature All-In Double**

This Rule 20 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Feature All-In Double Bets.

20.2 Dividends

The whole of the Amount Available for Dividend will be divided amongst the Investors selecting the following combinations:

- (a) the first placed Participant in each Race of the Double; or if there are no Investors with this combination;
- (b) the first placed Participant in the first Race with the second placed Participant in the second Race; or if there are no Investors with this combination;
- (c) the first placed Participant in the first Race with the third placed Participant in the second Race; or if there are no Investors with this combination;
- (d) the first placed Participant in the first Race; or if there are no Investors on that Participant;
- (e) the second placed Participant in the first Race; or if there are no Investors on that Participant;
- (f) the third placed Participant in the first Race; or if there are no Investors on that Participant, Bets less Deductions will be Refunded to the Investors.

20.3 Dead-Heat

If two or more Participants run a dead-heat in any Race of the Feature All-In Double so that Investors on two or more combinations become entitled to a Dividend under Rule 20.2 then in any such case the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors. Each such part will be divided amongst the Investors on each such combination.

20.4 Declaration of 'No Race', or Race Postponed or Abandoned

- (a) If either Race of a Feature All-In Double is declared 'No Race' and is not re-run prior to the next Race at that meeting, the Race will be deemed to be abandoned and the provisions of 20.4(b) will take effect.
- (b) Where either or both Races of the Feature All-In Double are abandoned before or after they have started or through any other cause no Winner or Winners are declared for those Races the following provisions will apply:

(i) One Race Abandoned

The Amount Available for Dividend will be distributed amongst the Investors selecting the following Participants in the one remaining Race;

- (A) the first placed Participant in the remaining Race; or if there are no Investors on that Participant;
- (B) the second placed Participant in the remaining Race; or if there are no Investors on that Participant;
- (C) the third placed Participant in the remaining Race; or if there are no Investors on that Participant Bets less Deductions will be Refunded to the Investors.

(ii) Two Races Abandoned

Bets will be Refunded to the Investors.

20.5 Scratching of Acceptors

Where a Participant is scratched or all Acceptors within a bracket are scratched from either of such Races the Bet is forfeited.

21. PROVISIONS RELATING TO TREBLE BETTING

21.1 Treble

This Rule 21 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Treble Bets.

21.2 Dividends

The whole of the Amount Available for Dividend will be divided amongst the Investors selecting the following combinations:

- (a) the first placed Participant in each Race of the Treble; or if there are no Investors with this combination;
- (b) the first placed Participant in the first Race with the first placed Participant in the second Race and the second placed Participant in the third Race; or if there are no Investors with this combination;
- (c) the first placed Participant in the first Race with the first placed Participant in the second Race and the third placed Participant in the third Race; or if there are no Investors with this combination;
- (d) the first placed Participant in the first Race with the first placed Participant in the second Race; or if there are no Investors with this combination;
- (e) the first placed Participant in the first Race with the second placed Participant in the second Race; or if there are no Investors with this combination;
- (f) the first placed Participant in the first Race with the third placed Participant in the second Race; or if there are no Investors with this combination;
- (g) the first placed Participant in the first Race; or if there are no Investors on that Participant;
- (h) the second placed Participant in the first Race; or if there are no Investors on that Participant;

- (i) the third placed Participant in the first Race; or if there are no Investors on that Participant Bets less Deductions will be Refunded to the Investors.

21.3 Dead-Heat

If two or more Participants run a dead-heat in any Race of the Treble so that Investors on two or more combinations become entitled to a Dividend under Rule 21.2 then in any such case the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors; if in a Race a dead-heat occurs which would result in there being more than nine winning combinations, for the purpose of Dividend calculation, that Race and any subsequent Race of the Treble will not be taken into account and the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations in the Race that are taken into account. Each such part will be divided amongst the Investors on each such combination.

21.4 Declaration of 'No Race', or Race Postponed or Abandoned

- (a) If any Race of a Treble is declared 'No Race' and is not re-run prior to the next Race at that meeting, the Race will be deemed to be abandoned and the provisions of 21.4(b) will take effect.
- (b) Where one or more Races of the Treble are abandoned or declared abandoned for the purpose of Dividend calculation before or after they have started or through any other cause no Winner or Winners are declared for those Races the following provisions will apply:

(i) One Race Abandoned

The Amount Available for Dividend will be divided amongst the Investors selecting the following combinations:

- (A) the first placed Participant in each Race of the two remaining Races; or if there are no Investors with this combination;
- (B) the first placed Participant in the first remaining Race with the second placed Participant in the second remaining Race; or if there are no Investors with this combination;
- (C) the first placed Participant in the first remaining Race with the third placed Participant in the second remaining Race; or if there are no Investors with this combination;
- (D) the first placed Participant in the first remaining Race; or if there are no Investors on that Participant;
- (E) the second placed Participant in the first remaining Race; or if there are no Investors on that Participant;
- (F) the third placed Participant in the first remaining Race; or if there are no Investors on that Participant Bets less Deductions will be Refunded to the Investors.

(ii) Two Races Abandoned

The Amount Available for Dividend will be divided amongst the Investors selecting the following Participants in the one remaining Race:

- (A) the first placed Participant in the remaining Race; or if there are no Investors on that Participant;
- (B) the second placed Participant in the remaining Race; or if there are no Investors on that Participant;
- (C) the third placed Participant in the remaining Race; or if there are no Investors on that Participant Bets less Deductions will be Refunded to the Investors.

(iii) Three Races Abandoned

Bets will be Refunded to the Investors.

21.5 Scratching of Participants

- (a) Where a Participant is scratched or all Acceptors within a bracket are scratched from any of such Races and the Investor has not substituted another Participant nor claimed a Refund in accordance with the Rule 2.11 the Licensee will substitute for the scratched Participant the Acceptor that actually starts in the Race concerned on which the greatest amount has been invested in the Win Pool processed by the Licensee at a time determined by the Licensee either prior to or as at the start of the Race.
- (b) If at the time the substitute is due to be determined there is an equal amount invested on two or more Acceptors the substitute so determined will be such of those Acceptors that first appears in the official notice displayed by the Licensee for such Race and actually starts in that Race. The Investor will be deemed to have nominated the Participant so substituted.
- (c) For the purpose of this Rule 21.5 the determination made by the Licensee as to the Acceptor to be substituted for a scratched Participant in any Race will be final and conclusive, and will bind both the Licensee and the Investor.
- (d) The Licensee will take all reasonable steps to advise Investors of substitutions made under this rule.

22. PROVISIONS RELATING TO FOURTRELLA**22.1 Fourtrella**

This Rule 22 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Fourtrella Bets.

22.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst Investors combining the first placed Participant in each Race of the Fourtrella.

- (b) If there are no Investors with the combination of Participants prescribed in Rule 22.2(a), the whole of the Amount Available for Dividend (the jackpot amount) will carry over to form part of the Amount Available for Dividend at the same, or a subsequent, Race Meeting determined by the Licensee, and will continue to be carried over in the same manner until distributed in accordance with Rule 22.2(a).

22.3 Dead-Heat

- (a) If two or more Participants run a dead-heat in any Race of the Fourtrella so that Investors on two or more combinations become entitled to a Dividend under Rule 22.2(a) then in any such case the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors.
- (b) If there is a winning combination that was not selected, the Licensee will carry forward the amount of the portion provided for that winning combination and add it to the Amount Available for Dividend at the same or a subsequent Race Meeting.
- (c) If in a Race a dead-heat occurs which would result in there being more than nine Winning combinations, for the purpose of Dividend calculations, that Race and any subsequent Race of the Fourtrella will not be taken into account and the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are different combinations in the Races that are taken into account. Each such part will be divided amongst the Investors on each such combination.

22.4 Declaration of 'No Race', or Race Postponed or Abandoned

- (a) If any Race of a Fourtrella is declared 'No Race' and is not re-run prior to the next Race at that meeting, the Race will be deemed to be abandoned and the provisions of Rule 22.4(b) will take effect.
- (b) Where one or more Races of the Fourtrella are abandoned or declared abandoned before or after they have started or through any other cause no Winner or Winners are declared for those Races the following provisions will apply:
 - (i) **One Race Abandoned**

The whole of the Amount Available for Dividend will be divided amongst Investors combining the first placed Participant in each Race of the three remaining Races, or if there are no Investors with this combination of Participants the jackpot amount will carry over as specified in 22.2(b).
 - (ii) **Two Races Abandoned**

The whole of the Amount Available for Dividend will be divided amongst Investors combining the first placed Participant in each Race of two remaining Races or if there are no Investors with this combination of Participants the jackpot amount will carry over as specified in 22.2(b).

(iii) Three Races Abandoned

The whole of the Amount Available for Dividend will be distributed amongst the Investors selecting the first placed Participant in the remaining Race or if there are no Investors selecting the first placed Participant in the remaining Race, the jackpot amount will carry over as specified in 22.2(b).

(iv) Four Races Abandoned

Bets will be Refunded to Investors.

22.5 Scratching of Participants

- (a) Where a Participant is scratched or all Acceptors within a bracket are scratched from any of such Races and the Investor has not substituted another Participant nor claimed a Refund in accordance with Rule 2.11 the Licensee will substitute for the scratched Participant the Acceptor that actually starts in the Race concerned on which the greatest amount has been invested in the Win Pool processed by the Licensee at a time determined by the Licensee either prior to or at the start of the Race.
- (b) If at the time the substitute is due to be determined there is an equal amount invested on two or more Acceptors the substitute so determined will be such of those Acceptors that first appear in the official notice displayed by the Licensee for that Race and actually starts in that Race and the Investor will be deemed to have nominated the Participant so substituted.
- (c) For the purpose of this Rule 22.5 the determination made by the Licensee as to the Acceptor to be substituted for a scratched Participant in any Race will be final and conclusive, and will bind both the Licensee and the Investor.
- (d) The Licensee will take all reasonable steps to advise Investors of substitutions made under this rule.

23. PROVISIONS RELATING TO PICK 4**23.1 Pick 4**

This Rule 23 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Pick 4 Bets.

23.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst the Investors who have selected the first, second, third and fourth placed Participant in the correct order of finishing.
- (b) If there are no Investors with the combination of Participants prescribed in Rule 23.2(a), the whole of the Amount Available for Dividend (the jackpot amount) will carry-over to form part of the Amount Available for Dividend at the same, or a subsequent, Race Meeting determined by the Licensee, and will continue to be carried over in the same manner until distributed in accordance with Rule 23.2(a).

- (c) In the event of two or more Participants running a dead-heat so that Investors on two or more combinations become entitled to a Dividend in accordance with Rule 23.2(a), the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors on each such combination
- (d) If there is a winning combination that was not selected the Licensee will carry forward the amount of the portion provided for that winning combination and add it to the Amount Available for Dividend at the same or a subsequent Race Meeting (of the same code) determined by the Licensee and will continue to carry it over in the same manner until distributed in accordance with Rule 23.2(a).
- (e) Where there are not enough Starters officially placed to give a result, Bets will be Refunded to Investors.

23.3 Declaration of 'No Race'

- (a) If a Race is declared 'No Race' and is re-run prior to the next Race at that Race Meeting, Bets will be transferred to the re-run.
- (b) If a Race is declared 'No Race' and is not re-run prior to the next Race at that Race Meeting, Bets will be Refunded to the Investors.
- (c) If a Race is declared 'No Race' and is the last scheduled Race at that Race Meeting and is not re-run on the same day, Bets will be Refunded to the Investors.

23.4 Brackets

- (a) If two Participants included in a common bracket number finish first and second, first and third, first and fourth or second and third, second and fourth, or third and fourth, the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with the other two Placed participants in the correct order and any other Starter in the Race.
- (b) If three Participants included in a common bracket number finish first, second and third, first, second and fourth or first, third and fourth, or second, third and fourth, the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with the other Placed participant in the correct order and any two Starters in the Race.
- (c) If more than three Participants included in a common bracket finish first, second, third and fourth, the whole of the Amount Available for Dividend will be divided amongst the Investors who have combined that bracket number with any three other Starters in the Race.

24. PROVISIONS RELATING TO FORTUNE 8

24.1 Fortune 8

This Rule 24 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to Fortune 8 Bets.

24.2 Dividends

- (a) The whole of the Amount Available for Dividend will be divided amongst Investors combining the first placed Participant in each Race of the Card.
- (b) If there are no Investors with the combination of Participants prescribed in Rule 24.2(a), the whole of the Amount Available for Dividend (the jackpot amount) will carry over to form part of the Amount Available for Dividend at the same or subsequent Race Meeting(s) determined by the Licensee and will continue to be carried over in the same manner until distributed in accordance with Rule 24.2(a).

24.3 Dead-Heats

- (a) Subject to Rule 24.3(b), if two or more Participants run a dead-heat in any Race of the Card, then the whole of the Amount Available for Dividend will be divided into such number of equal parts as there are such different combinations on which there are Investors. Each such part will be divided amongst the Investors on each such combination.
- (b) If in a Race a dead-heat occurs which would result in there being more than twenty-seven winning combinations (irrespective of whether there are Investors on any combinations), Bets will be Refunded to Investors.

24.4 Declaration of 'No Race', or Race Postponed or Abandoned

- (a) If any Race of a Card is declared 'No Race' and is not re-run prior to the next Race at that meeting, the Race will be deemed to be abandoned and the provisions of Rule 24.4(b) will take effect.
- (b) Where one or more Races of the Card are abandoned or declared abandoned before or after they have started or through any other cause no Winner or Winners are declared for those Races the following provisions will apply:

(i) One, Two, Three or Four Races Abandoned

The whole of the Amount Available for Dividend will be divided amongst Investors combining the first placed Participant in each Race of the remaining Races.

If there are no Investors with the combination referred to above, the jackpot amount will carry over as specified in Rule 24.2(b).

(ii) Five or More Races Abandoned

Bets will be Refunded to Investors.

24.5 Scratching of Participants

- (a) Where a Participant is scratched or all Acceptors within a bracket are scratched from any of such Races and the Investor has not substituted another Participant nor claimed a Refund in accordance with Rule 2.11 the Licensee will substitute for the scratched Participant the Acceptor that actually starts in the Race concerned on which the greatest amount has been invested in the Win Pool

processed by the Licensee at a time determined by the Licensee either prior to or as at the start of the Race.

- (b) If at the time the substitute is due to be determined there is an equal amount invested on two or more Acceptors the substitute so determined will be such of those Acceptors that first appears in the official notice displayed by the Licensee for that Race and actually starts in that Race and the Investor will be deemed to have nominated the Participant so substituted.
- (c) For the purpose of this Rule 24.5, the determination by the Licensee as to the Acceptor to be substituted for a scratched Participant in any Race will be final and conclusive, and will bind both the Licensee and the Investor.
- (d) The Licensee will take reasonable steps to advise Investors of substitutions made under this rule.

24.6 Amount of Bet

All Bets for any one combination pursuant to this Rule will be a multiple of two Units.

25. PROVISIONS RELATING TO ALL-UP

25.1 All-Up

This Rule 25 applies for the purpose of calculating Dividends and Refunds (if applicable) payable in relation to All-Up Bets.

25.2 Bets And Scratchings

- (a) For any Race of an All-Up Bet:
 - (i) the number of Units invested on each Participant or combination of Participants; and
 - (ii) the number of Units or part Units reinvested on each Participant or combination of Participants,

will be equal.

- (b) Where a Participant is scratched from any Race of an All-Up Bet, not being the last Race of the All-Up Bet, the Refund entitlement will, subject to the provisions of Rule 25.2(a), be carried forward for reinvestment in accordance with the Investor's irrevocable instructions.

25.3 Declaration of 'No Race' or Race Postponed or Abandoned

- (a) In the event of any Race to which an All-Up Bet relates, not being the last Race of an All-Up Bet, being abandoned the Refund entitlement will, subject to the provisions of 25.2(a), be carried forward for reinvestment in accordance with the Investor's irrevocable instructions.
- (b) In the event of any Race to which an All-Up Bet relates, not being the last Race of an All-Up Bet, being declared a 'No Race', then if the Race is re-run in sequence the Bet will stand, otherwise it will be treated as an abandoned Race.

**SCHEDULE 1
SCHEDULE OF DEDUCTIONS**

| | |
|------------|--------------|
| Win | Up to 14.25% |
| Place | Up to 13.75% |
| Quinella | Up to 15.00% |
| Forecast | Up to 15.00% |
| Trifecta | Up to 20.00% |
| Trio | Up to 20.00% |
| Pick4 | Up to 20.00% |
| Double | Up to 17.00% |
| Treble | Up to 20.00% |
| Fourtrella | Up to 20.00% |
| Fortune8 | Up to 20.00% |

SOUTH AUSTRALIA

AUTHORISED BETTING OPERATIONS ACT 2000

No. 5 of 2001

A rule to make provision, in respect of unclaimed winnings, consistent with the Authorised Betting Operations Act 2000

**Bookmakers Licensing (Unclaimed Winnings) Rules
2001**

[21 November 2001]

The Independent Gambling Authority makes the following rules:

1. Citation, commencement

- (1) These rules may be cited as the Bookmakers Licensing (Unclaimed Winnings) Rules 2001.
- (2) The Bookmakers Licensing Rules 2000 are referred to in these rules as “the Principal Rules”.
- (3) These rules come into operation on the same day as section 39(2) of the *Authorised Betting Operations Act 2000*.
- (4) These rules are made under section 62 of the *Authorised Betting Operations Act 2000*.

2. Unclaimed cash winnings

- (1) The following rule is inserted after rule 26 of the Principal Rules:

“26A. Unclaimed winnings

- (1) It is a term of a bet, other than a bet made on credit, that—
 - (a) if there is any money payable in respect of the bet, the bettor will make a claim for the money by the end of the second Wednesday following the day on which the money became payable; and
 - (b) if a bettor fails to make a claim as required by paragraph (a), the money payable becomes unclaimed winnings.”
-

Authorised Betting Operations Act 2000
Bookmakers Licensing (Unclaimed Winnings) Rules 2001

Rule 2

(2) Rule 55(4) of the Principal Rules is amended—

(a) by striking out paragraph (b) and substituting—

“(b) before the end of the day on which a bet is decided, if money remains due but unpaid to the bettor, enter in the bookmaker’s settling book the particulars of the bet;” and

(b) by striking out paragraph (d).

**AUTHORISED BETTING OPERATIONS ACT 2000 SECTION 4(1)
APPROVAL OF CONTINGENCIES—ON COURSE TOTALISATOR LICENCES**

TAKE NOTICE that pursuant to section 4(1) of the Authorised Betting Operations Act 2000 ('Act'), the Independent Gambling Authority of South Australia hereby approves, with effect on and from the date on which sections 4(1), 7 and 34 of the Act come into operation, the contingencies described in the table below in relation to the corresponding Events in that table for totalisator betting operations conducted under on course totalisator betting licences issued under section 34(1) of the Act, provided always that approval of such contingencies is and remains subject to the provisions of the Act, the conditions of any on course totalisator betting licence and the rules governing the betting operations under any on course totalisator betting licence approved under the Act.

Dated: 11 December 2001

R.C.J. CHAPPELL
Secretary
Independent Gambling Authority

APPROVED CONTINGENCIES FOR ON COURSE TOTALISATOR BETTING

| No. | Description of Event | Approved Contingencies |
|-----|---|--|
| 1. | Interstate or Overseas Races or any combination of Intrastate, Interstate and/or Overseas Races | Win, Place, Quinella, Forecast, Trio, Trifecta, First 4, Double, Treble, Fourtrella, Fortune 8 |

DEFINITIONS

In this Notice:

'Double' means the contingency that a combination of two specified Entrants in two different specified Events will each place first in the respective Entrant's Event.

'Entrant' means an individual entrant, competitor, team or thing (as the context requires) participating or entered in an Event.

'Event' means a race, game, competition or tournament (or round or discrete part thereof) or other event (as the context requires).

'First 4' means the contingency that a combination of four specified Entrants will place (in correct order of finishing) first, second, third and fourth in a specified Event.

'Forecast' means the contingency that a combination of two specified Entrants will place (in correct order of finishing) first and second in a specified Event.

'Fourtrelle' means the contingency that a combination of four specified Entrants in four different specified Events will each place first in the respective Entrant's Event.

'Fortune 8' means the contingency that a combination of eight specified Entrants in eight different Events will each place first in the respective Entrant's Event.

'Interstate Races' means horse, harness and greyhound races conducted by entities in a State or Territory of Australia (other than South Australia) in respect of which the entity conducting the race or another entity in that jurisdiction is entitled to offer totalisator betting in accordance with the laws of the jurisdiction in which the race is conducted.

'Intrastate Races' means races conducted within South Australia by Licensed Racing Clubs.

'Licensed Racing Clubs' has the meaning given in the Act.

'Overseas Races' means horse and/or harness racing of the types and in the jurisdictions and organised by the bodies described in the table below:

| Jurisdiction | Type of Racing | Organising Body |
|----------------------|------------------------------|--|
| Ireland | Galloping | Registry Office of the Turf Club |
| Japan | Galloping | Japanese Horse Racing Association |
| Hong Kong | Galloping | Hong Kong Jockey Club |
| France | Galloping | France Gallop |
| New Zealand | Galloping and harness racing | New Zealand Racing Conference |
| Singapore | Galloping | Singapore Turf Club |
| South Africa | Galloping | Jockey Club of Southern Africa |
| United Arab Emirates | Galloping | Emirates Racing Association |
| United Kingdom | Galloping | Thoroughbred Racing Board British Horse Racing Board |
| United States | Galloping | The Jockey Club |

'Place' means the contingency that a specified Entrant will place either first, second or third (or, if applicable, fourth) in a specified Event.

'Quinella' means the contingency that a combination of two specified Entrants will place (irrespective of order of finishing) first or second in a specified Event.

'Treble' means the contingency that a combination of three specified Entrants in three different specified Events will each place first in the respective Entrant's Event.

'Trifecta' means the contingency that a combination of three specified Entrants will place (in correct order of finishing) first, second and third in a specified Event.

'Trio' means the contingency that a combination of three specified Entrants will place (irrespective of order of finishing) first, second and third in a specified Event.

'Win' means the contingency that a specified Entrant will place first in or win a specified Event.

**AUTHORISED BETTING OPERATIONS ACT 2000 SECTION 4(1)
APPROVAL OF CONTINGENCIES—BOOKMAKERS' LICENCES**

TAKE NOTICE that pursuant to section 4(1) of the Authorised Betting Operations Act 2000 ('Act'), the Independent Gambling Authority of South Australia hereby approves, with effect on and from the date on which sections 4(1), 7 and 34 of the Act come into operation, the contingencies described in the table below in relation to the corresponding Events in that table, for fixed odds betting conducted under bookmakers' licences issued (or taken to be issued) under section 34(1) of the Act, provided always that approval of such contingencies is and remains subject to the provisions of the Act and the conditions and terms of any bookmaker's licence, permit or rules issued or made under the Act.

Dated: 11 December 2001

R.C.J. CHAPPELL

Secretary

Independent Gambling Authority

APPROVED CONTINGENCIES FOR BOOKMAKING

| No. | Description of Event | Approved Contingencies |
|-----|---|--|
| 1. | Interstate or Overseas Races or any combination of Intrastate, Interstate and/or Overseas Races | Win, Place, Quinella, Forecast, Trio, Trifecta, First 4, Double, Treble, Fourtrella, Fortune 8 |

DEFINITIONS

In this Notice:

'Double' means the contingency that a combination of two specified Entrants in two different specified Events will each place first in the respective Entrant's Event.

'Entrant' means an individual entrant, competitor, team or thing (as the context requires) participating or entered in an Event.

'Event' means a race, game, competition or tournament (or round or discrete part thereof) or other event (as the context requires).

'First 4' means the contingency that a combination of four specified Entrants will place (in correct order of finishing) first, second, third and fourth in a specified Event.

'Forecast' means the contingency that a combination of two specified Entrants will place (in correct order of finishing) first and second in a specified Event.

'Fourtrella' means the contingency that a combination of four specified Entrants in four different specified Events will each place first in the respective Entrant's Event.

'Fortune 8' means the contingency that a combination of eight specified Entrants in eight different Events will each place first in the respective Entrant's Event.

'Interstate Races' means horse, harness and greyhound races conducted by entities in a State or Territory of Australia (other than South Australia) in respect of which the entity conducting the race or another entity in that jurisdiction is entitled to offer totalisator betting in accordance with the laws of the jurisdiction in which the race is conducted.

'Intrastate Races' means races conducted within South Australia by Licensed Racing Clubs.

'Licensed Racing Clubs' has the meaning given in the Act.

'Overseas Races' means horse and/or harness racing of the types and in the jurisdictions and organised by the bodies described in the table below:

| Jurisdiction | Type of Racing | Organising Body |
|----------------------|-------------------------------|--|
| Ireland | Gallopings | Registry Office of the Turf Club |
| Japan | Gallopings | Japanese Horse Racing Association |
| Hong Kong | Gallopings | Hong Kong Jockey Club |
| France | Gallopings | France Gallop |
| New Zealand | Gallopings and harness racing | New Zealand Racing Conference |
| Singapore | Gallopings | Singapore Turf Club |
| South Africa | Gallopings | Jockey Club of Southern Africa |
| United Arab Emirates | Gallopings | Emirates Racing Association |
| United Kingdom | Gallopings | Thoroughbred Racing Board British Horse Racing Board |
| United States | Gallopings | The Jockey Club |

'Place' means the contingency that a specified Entrant will place either first, second or third (or, if applicable, fourth) in a specified Event (including where different odds are offered by a bookmaker for first place vis-a-vis any of second, third or, if applicable, fourth place).

'Quinella' means the contingency that a combination of two specified Entrants will place (irrespective of order of finishing) first or second in a specified Event.

'Treble' means the contingency that a combination of three specified Entrants in three different specified Events will each place first in the respective Entrant's Event.

'Trifecta' means the contingency that a combination of three specified Entrants will place (in correct order of finishing) first, second and third in a specified Event.

'Trio' means the contingency that a combination of three specified Entrants will place (irrespective of order of finishing) first, second and third in a specified Event.

'Win' means the contingency that a specified Entrant will place first in or win a specified Event.

**AUTHORISED BETTING OPERATIONS ACT 2000 SECTION 4(1)
APPROVAL OF CONTINGENCIES—MAJOR BETTING OPERATIONS LICENCE**

TAKE NOTICE that pursuant to section 4(1) of the Authorised Betting Operations Act 2000 ('Act'), the Independent Gambling Authority of South Australia hereby approves with effect on and from the date on which sections 4(1), 7 and 34 of the Act come into operation:

- (a) (*totalisator betting*) the contingencies described in the table in Part 1 of this notice in relation to the corresponding Events in that table for totalisator betting operations conducted under the Major Betting Operations Licence;
- (b) (*fixed odds betting*) the contingencies described in the table in Part 2 of this notice in relation to the corresponding Events described in that table for fixed odds betting operations conducted under the Major Betting Operations Licence,

provided always that approval of the above contingencies is and remains subject to the provisions of the Act, the conditions of the Major Betting Operations Licence and the rules governing the betting operations under the Major Betting Operations Licence approved under the Act.

Dated: 11 December 2001

R.C.J. CHAPPELL
Secretary
Independent Gambling Authority

PART 1

APPROVED CONTINGENCIES FOR TOTALISATOR BETTING

| No. | Description of Event | Approved Contingencies |
|-----|--|---|
| 1. | Interstate or Overseas Races or any combination of Intrastate, Interstate and /or Overseas Races | Win, Place, Quinella, Forecast, Trio, Trifecta, First4, Double, Treble, Fourtrella, Fortune 8 |
| 2. | Proprietary Racing conducted within South Australia | Win, Place, Quinella, Forecast, Trio, Trifecta, First4, Double, Treble, Fourtrella, Fortune 8 |
| 3. | Australian Rules Football Games | Margin Win, Multiple Winners, Winning Score |
| 4. | National Rugby League Games | Pick the Score, Pick the Margins, Pick the Winners, Pick the Result |
| 5. | Indy Cart, Formula 1 and FAI 1000 (Bathurst) motor car racing | Win, Place, Quinella, Trifecta |

PART 2

APPROVED CONTINGENCIES FOR FIXED ODDS BETTING

| No. | Description of Event | Approved Contingencies |
|-----|---------------------------------|---|
| 1. | All Approved Sports | Win*, Place*, Quinella*, Forecast*, Trio*, Trifecta*, Double*, Treble*, Pick 4*, Last Team Standing*, Top 4*, 1st Scoring Play*, Margin Win*, Multiple Winners*, Winning Score*, Highest Score*, Closest Game*, Leading Goalscorer*, Final 8*, Tri-bet*, High-Low Scoring Double*, First Win*, First Loss*, Half Time Full Time Double*, Wooden Spoon*. |
| 2. | Australian Rules Football Games | Brownlow Medal, Norm Smith Medal, Coleman Medal |
| 3. | Tennis Events | Sets Betting |
| 4. | Golf Events | Daily Shootout, International Challenge, Group Betting |
| 5. | Cricket Events | Hi-Bat, Hi-Bowl, Most Runs, Most Wickets |
| 6. | Academy Awards | Win |

*NB: Approved only if capable of being offered as a bet type in relation to the relevant Approved Sport having regard to the nature, characteristics, scoring system and rules of that Approved Sport.

DEFINITIONS

In this Notice:

'Academy Awards' means the annual awards presented by the Academy of Motion Picture Arts and Sciences.

'Approved Sports' means the sporting Events described as such in Annexure A.

'Australian Rules Football Games' means any Australian rules football game (other than training, promotional, exhibition matches or international rules football games) forming part of a competition conducted by any of the following bodies:

- (a) the Australian Football League or its successor; or
- (b) the South Australian National Football League or its successor; or
- (c) the principal governing body for Australian Rules Football in each State or Territory of Australia (other than South Australia) or its successor.

'Brownlow Medal' means the contingency that a specified player will win the Australian Football League's Brownlow Medal or place in the top four in the Brownlow medal count or that a specified team will accumulate the most votes in relation to its players in the Brownlow Medal count.

'Closest Game' means the contingency that a specified Event will have the closest result relative to one or more other related Events.

'Coleman Medal' means the contingency that a specified player will win the Coleman Medal for the player who kicks the most goals in the Australian Football League in the home and away season.

'Cricket Events' means the cricket matches / series described in the list of Approved Sports in Annexure A.

'Double' means the contingency that a combination of two specified Entrants in two different specified Events will each place first in or win, or win by a specified amount, range or margin (including where a specified Entrant may be given a notional point start or handicap), the respective Entrant's Event.

'Entrant' means an individual entrant, competitor, team or thing (as the context requires) participating or entered in an Event.

'Event' means a race, game, competition, series or tournament (or round or discrete part thereof) or other event (as the context requires).

'1st Scoring Play' means the contingency that the first score in an Event will be of a particular type or category or made by a particular Entrant.

'First4' means the contingency that a combination of four specified Entrants will place (in correct order of finishing) first, second, third and fourth in a specified Event.

'First Loss' means the contingency that an Entrant in an Event being a series or competition has his, her or its first loss in that series or competition.

'First Win' means the contingency that an Entrant in an Event being a series or competition has his, her or its first win in that series or competition.

'Final 8' means the contingency that a specified Entrant in an Event being a competition (with more than 8 Entrants) will finish the home and away season of that competition ranked no worse than eighth (8th).

'Forecast' means the contingency that a combination of two specified Entrants will place (in correct order of finishing) first and second in a specified Event.

'Fourtrelle' means the contingency that a combination of four specified Entrants in four different specified Events will each place first in the respective Entrant's Event.

'Fortune 8' means the contingency that a combination of eight specified Entrants in eight different Events will each place first in the respective Entrant's Event.

'Golf Events' means the golf tournaments described in the list of Approved Sports in Annexure A.

'Group Betting' means the contingency that a specified group of players in a Golf Event have the lowest score for a round, or for a discrete part of a tournament.

'Half Time Full Time Double' means the contingency that:

- (a) a specified Entrant will have the highest score (or equivalent) or the score (or equivalent) will be a draw at a specified time during the Event; and
- (b) a specified Entrant will win the Event or the result will be a draw.

'Hi-Bat' means the contingency that a specified cricket player will make the most number of runs for his or her team in an innings, game or series.

'Hi-Bowl' means the contingency that a specified cricket player will take the most number of wickets for his or her team in an innings, game or series.

'High-Low Scoring Double' means the contingency that a combination of two specified Entrants in an Event comprising a round or series respectively achieve the highest and lowest score in that round or series.

'Highest Score' means the contingency that a specified Entrant will score the highest score in a particular Event relative to any one or more other Entrants.

'International Challenge' means the contingency that a specified golf player chosen to represent a particular country has the lowest score in a tournament relative to other players selected to represent a country.

'Interstate Races' means horse, harness and greyhound races conducted by entities in a State or Territory of Australia (other than South Australia) in respect of which the entity conducting the race or another entity in that jurisdiction is entitled to offer totalisator betting in accordance with the laws of the jurisdiction in which the race is conducted.

'Intrastate Races' means races conducted within South Australia by Licensed Racing Clubs.

'Last Team Standing' means the contingency that a specified Entrant will be the last Entrant to lose a game relative to other Entrants in the Event.

'Leading Goalscorer' means, in relation to an Event in which goals or equivalent form part of the scoring system, the contingency that a specified player will score or kick the most goals or equivalent for a specified round or season of the Event.

'Licensed Racing Clubs' has the meaning given in the Act.

'Margin Win' means the contingency that a specified Entrant will win an Event by a specified amount or score or by an amount or score falling within a specified range or that the result will be a draw.

'Most Runs' means the contingency that a specified player will make the most number of runs in an innings, game or series.

'Most Wickets' means the contingency that a specified player will take the most wickets in an innings, game or series.

'Multiple Winners' means the contingency that two or more specified Entrants will each place first in or win a specified Event of the same or similar kind or will each place first

in or win a specified Event of the same or similar kind by an amount falling within a specified amount, range or margin (including where a specified Entrant may be given a notional point start or handicap).

'National Rugby League Games' means any rugby league game (other than training, promotional or exhibition matches) forming part of a competition conducted by the National Rugby League.

'Norm Smith Medal' means the contingency that a specified player will win the Norm Smith Medal for best on ground in the Australian Football League Grand Final.

'Overseas Racing' means the races described as such in Annexure B.

'Pick 4' means the contingency that a combination of four specified Entrants in four specified Events will each place first in or win, or will win by a specified amount, range or margin (including where a specified Entrant may be given a notional point start or handicap), the respective Entrant's Event.

'Pick the Margins' means the contingency that one or more specified Entrant(s) in a Event(s), or round or series of an Event(s), will win by a specified margin, or the result will be a draw.

'Pick the Result' means the contingency that a specified Entrant will win a specified Event by a specified margin or score range or the result will be a draw.

'Pick the Score' means the contingency that a specified Entrant(s) in a specified Event will achieve a specified score(s) or score range(s).

'Pick the Winners' means the contingency that a specified Entrant(s) will win a specified Event(s) (including where a specified Entrant(s) may be allocated a notional point start or handicap).

'Place' means the contingency that a specified Entrant will place either first, second or third (or , if applicable, fourth) in a specified Event.

'Proprietary Racing' means any form of racing carried on in South Australia by a person holding a proprietary racing business licence under the *Racing (Proprietary Business Licensing) Act 2000* as part of its proprietary racing business (as defined in that Act).

'Quinella' means the contingency that a combination of two specified Entrants will place (irrespective of order of finishing) first or second in a specified Event.

'Sets Betting' means the contingency that a specified player or doubles team will win a specified set in a specified tennis match.

'Shootout' means the contingency that a specified golf player will have the lowest score, or will have the lowest score in a specified group of players, for a round, for a discrete part of a tournament, or for a tournament.

'Tennis Events' means the tennis tournaments described in the list of Approved Sports in Annexure A.

'Top 4' means the contingency that a specified Entrant in an Event being a competition (with more than four Entrants) will finish the home and away season of the competition ranked no worse than fourth (4th).

'Treble' means the contingency that a combination of three specified Entrants in three different specified Events will each place first in or win, or win by a specified amount, range or margin (including where a specified Entrant may be given a notional point start or handicap), the respective Entrant's Event.

'Tri-bet' means the contingency that a specified Entrant in an Event will win the Event by more than an allocated point start.

'Trifecta' means the contingency that a combination of three specified Entrants will place (in correct order of finishing) first, second and third in a specified Event.

'Trio' means the contingency that a combination of three specified Entrants will place (irrespective of order of finishing) first, second and third in a specified Event.

'Win' means the contingency that a specified Entrant will place first in or win a specified Event (including where a specified Entrant may be allocated a notional point start or handicap).

'Winning Score' means the contingency that a specified Entrant will win a specified Event with a specified score or with a score falling within a specified range.

'Wooden spoon' means the contingency that a specified Entrant in an Event being a competition will rank or place last in the home and away season of that competition.

ANNEXURE A**APPROVED SPORTS****American Football**

American National Football Conference Games and Final Series
American Football Conference Games and Final Series
Superbowl
US College Football (games and Final Series)
Most Valuable Player awards sanctioned by relevant recognised governing body

Athletics

World Athletic Championships
Australian Open Championships
State Open Championships
Professional events sanctioned by an Australian Professional Athletic Association
Grand Prix events sanctioned by Athletics Australia

Australian Rules Football

Any Australian rules football game (other than training, promotional, exhibition matches or international rules football games) forming part of a competition conducted by any of the following bodies:

- (a) the Australian Football League or its successor; or
- (b) the South Australian National Football League or its successor; or
- (c) the principal governing body for Australian Rules Football in each State or Territory of Australia (other than South Australia) or its successor.

Baseball

US National Baseball League Games and Finals
US College Baseball League Games and Finals
Australian National Baseball League Games and Finals
Special events sanctioned by Australian Baseball League
Most Valuable Player awards sanctioned by relevant recognised governing body

Basketball

European Championships Games
National Basketball Association (NBA, USA) Games
Women's Basketball Association (WBA, USA) Games
National/International Events sanctioned by Basketball Australia
National Collegiate Athletics Association (NCAA) Games
Australian National Basketball League (NBL) Games
Australian Women's National Basketball League (WNBL) Games
Playoff series Australian Continental Basketball League (CBA)
World Championships
Most Valuable Player awards sanctioned by relevant recognised governing body

Boxing

Sanctioned World Title Fights by World Boxing Association
Sanctioned World Title Fights by World Boxing Council
Sanctioned World Title Fights by International Boxing Federation

Camel Racing

Leeton Camel Stakes Race Meeting

Cricket

World Cup of Cricket (One Day Series)
International Test Matches
Sheffield Shield Games
Interstate One Day Series
International One Day Series
Other matches and series sanctioned by the Australian Cricket Board or affiliated international organisations
English County Games
Most Valuable Player awards sanctioned by relevant recognised governing body

Cycling

World Championships
Tour de France
Australian Championships
Commonwealth Bank Classic
West Coast Classic
Herald-Sun Tour
Melbourne to Warrnambool
Other events sanctioned by International Cycling Federation or Cycling Australia

Golf

Australian or State Opens
Australian PGA/LPGA Championships
PGA Tour of Australasia Ltd Events
US Masters
US PGA/LPGA
Dunhill Cup
US Open
US PGA/LPGA Tour Events
British Open
World Match Play
Ryder Cup
European PGA/LPGA Tour Events
South African PGA/LPGA Tour Events
Japanese PGA/LPGA Tour Events
President's Cup
Other events (including 'Skins') sanctioned by Australian PGA/LPGA or an affiliated international organisation
Senior's Tour

Hockey

World Cup
 International Senior Tournaments and Tests
 Australian Championships
 Other matches sanctioned by International Hockey Federation or Hockey Australia
 Most Valuable Player awards sanctioned by relevant recognised governing body

Ice Hockey

US National Hockey League Matches
 Australian National Hockey League
 Canadian National Hockey League Matches
 International matches sanctioned by IHL
 World Championships
 Most Valuable Player awards sanctioned by relevant recognised governing body

Lawn Bowls

SA Premier League
 Test Series
 City of Adelaide Masters
 State Number 1 Pennants (Grade 1)
 Australian Sides Championship
 SA State Championship Final Series
 Trans Tasman Series
 Asia Pacific Games
 Club Keno Champion of Champions
 Australian Indoor Championships
 World Championships

Motor Sport

World Formula One Grand Prix Championship Races and Series
 World Grand Prix Championship Races and Series (Cars and Bikes)
 World/Australian Touring Car Championships Rounds and Series
 Indy Car Grand Prix Races
 Bathurst 1,000 (Production and 2 litre classes)
 State and National Sprintcar Championships
 Le Mans
 Winston Cup
 Indianapolis Races
 British League Championships (speedway/Bikes)
 Speedway Riders World Championships (Bikes)
 Australian Rally Championships
 World Rally Championships

Rugby League

International Tests
 NRL Premiership Season Matches
 QRL Premiership Season Matches
 State of Origin Series

World Sevens or Nines Tournaments
 Special Matches sanctioned by NRL
 Super League Matches (UK and Europe)
 Most Valuable Player awards sanctioned by relevant recognised governing body

Rugby Union

Five/Six Nations Tournament Matches
 NSW and Queensland Premiership Season Matches
 International Test Matches
 Hong Kong Sevens Matches
 World Cup Matches
 Tri-Nations Series Matches
 Super 12 Games and Final Series
 Interstate Matches
 Special Matches sanctioned by ARU or Internal Rugby Board
 Commonwealth Games
 Most Valuable Player awards sanctioned by relevant recognised governing body

Soccer

English and Scottish Premier League and First Division Matches
 FA Cup Matches
 European Winner Matches
 World Cup Matches
 Australian National Soccer League Matches
 European Champions League Matches
 Euro Championship Matches
 UEFA affiliated countries - Cup, Premier, League, First Division Matches
 Special matches sanctioned by Soccer Australia or FIFA
 NSW State League - Super League Competition
 Cup competitions sanctioned by an officially recognised affiliate of FIFA
 USA Premier League and Cup Matches
 African Championship Matches
 South African Championship Matches
 Most Valuable Player awards sanctioned by relevant recognised governing body

Surf Life Saving

Australian Iron Man/Woman Championship Events
 World Iron Man/Woman Championship Events
 Uncle Toby's Super Series
 Kellogg's Nutri Grain Series
 Australian Surf Life Saving Championship Events

Surfing

World Professional Men's and Women's Tour Events

Tennis

Grand Slam Tennis Events
 Australian State Open Championships

Australian Indoor Championship
RIO Challenge (SA)
Davis Cup Events
Hopman Cup Events
Federation Cup Events
Special matches or tournaments sanctioned by Tennis Australia
ITP Tour Events
Mercedes Super 9 events

Triathlon

Grand Prix Series/Events (Men and Women)
Iron Man and Woman
Hawaiian Series

Yachting

Sydney to Hobart
America's Cup Challenge Series and Finals
Admiral's Cup
18 Foot Sailing
Brisbane to Gladstone

- (c) Tickets will be printed or stamped or punched or partly in one method and partly in another or otherwise marked to show:
 - (i) the code letter or abbreviation designated for the Race Meeting concerned;
 - (ii) the date or week designated for such meeting;
 - (iii) the number of the Race other than for a Double, Treble, Fourtrella or Fortune 8;
 - (iv) the List Number allocated by the Licensee to the Participant;
 - (v) the type of Bet on which the Bet is made; and
 - (vi) any other information the Licensee determines appropriate to adequately identify the Participant(s) and Bet.
- (d) At its discretion, the Licensee may show the Participants in an abbreviated form.
- (e) An Investor is to be taken to have accepted the Ticket issued to him and be bound by the particulars set out on the Ticket.
- (f) If a Ticket is issued by a machine, the Licensee is entitled to have regard only to the particulars imprinted by the machine in determining whether to pay any Dividend or Refund and any other markings, whether made by the Investor, or any agent or employee of the Licensee will be disregarded.

3.5 Payment of Tickets

- (a) Any Ticket, when presented for a Dividend or Refund may be rejected without any payment being made if it has been defaced or mutilated.
- (b) Any person who presents, or causes to be presented to any Agency, any Ticket which has been altered or defaced with the intention of obtaining payment of an amount other than the true value of the Ticket will be committing a criminal offence and the Licensee reserves the right to refer such a matter to the police or any other relevant authority.
- (c) The Licensee will pay the Dividends payable in respect of any Ticket under these Rules upon presentation of a Ticket at any Agency during the hours the Agency is open for business during the period of six months following the date of the Race Meeting or such longer period as may be determined from time to time by the Licensee.
- (d) Dividends may be collected as soon as practicable after the Dividend has been declared by the Licensee.
- (e) The Licensee may withhold or delay payment of any Dividends for any reasonable cause determined by the Licensee.
- (f) Dividends will be paid in cash or by cheque, at the discretion of the Licensee.

ANNEXURE B

OVERSEAS RACING

Horse and/or harness racing of the types and in the jurisdictions and organised by the bodies described in the table below.

| Jurisdiction | Type of Racing | Organising Body |
|----------------------|------------------------------|---|
| Ireland | Galloping | Registry Office of the Turf Club |
| Japan | Galloping | Japanese Horse Racing Association |
| Hong Kong | Galloping | Hong Kong Jockey Club |
| France | Galloping | France Gallop |
| New Zealand | Galloping and harness racing | New Zealand Racing Conference |
| Singapore | Galloping | Singapore Turf Club |
| South Africa | Galloping | Jockey Club of Southern Africa |
| United Arab Emirates | Galloping | Emirates Racing Association |
| United Kingdom | Galloping | Thoroughbred Racing Board British Horse Racing Board |
| United States | Galloping | The Jockey Club |