

**AUSTRALIAN CAPITAL TERRITORY
BETTING (ACTTAB LIMITED) ACT 1964**

INSTRUMENT NO. 8 OF 2001

Pursuant to Sub-Section 55(1) of the Betting (ACTTAB Limited) Act 1964, ACTTAB (the Company) has amended the rules of betting as attached to this Instrument.

These amended rules of betting will take effect from 5 February 2001.

Dated this 31st day of January 2001.

Roger Smeed
Chief Executive
ACTTAB Limited

RULES OF BETTING

ACTTAB LIMITED
ABN 98 071 257 504

Amended and Reprinted 5 February 2001

**ACTTAB Limited, pursuant to the Betting (ACTTAB Limited) Act 1964,
has determined the Rules of Betting covered in Parts 1 to 6
of this document.**

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PART 1 INTRODUCTORY AND GENERAL CONDITIONS

1. Interpretation

(1) In these Rules, unless the contrary intention appears:

Acceptor means any Starter that has accepted for any Event upon which the Company is accepting Investments.

Act means the Betting (ACTTAB Limited) Act 1964 and if that Act is amended, includes the Act as amended.

Agency means an outlet owned or leased by the Company that provides betting facilities under the control of an Agent.

Agent means a person, partnership, company appointed by the Company under an Agency Agreement.

All-Up Investment means an Investment by the nomination of one or more Selections on two or more Totalizator Win or Place Pools pertaining to a series of two or more Events at the same Meeting.

Betting Account means a facility that allows a Depositor to establish a credit balance to be used for betting purposes and the crediting of winnings and also allows deposits and withdrawals.

Betting Account Card means a card or such other like device as may be used by an Investor to access a Betting Account.

Bet Types means the types of Investments offered by the Company as amended from time to time.

Commission means the moneys retained by the Company from Investments and used to meet the Company's costs and statutory obligations.

Company means ACTTAB Limited established pursuant to the Betting (ACTTAB Limited) Act 1964.

Depositor means an Investor who has established a Betting Account.

Dividend means the amount to which an Investor is entitled for a successful Investment of one Unit.

Event means a race, match, game, round, fight, exercise, sport, sporting competition or any part or parts thereof or contingency nominated by the Company as being available for Selection.

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 acknowledgement, including the reference number from the Company via the Company's Internet site that acknowledges that an Internet Investment has been placed by an Investor.

Internet Investment means an Investment made using a Betting Account via a Internet site operated by the Company.

Investment means a wager placed by an Investor with the Company in pursuance of these Rules and includes a bet.

Investor means any person planning or attempting to place an Investment with the Company.

Late Scratching means a scratching advised after the normal time for receipt of advice of scratchings.

Linked Pools means Totalizator Pools comprising ACTTAB Pools combined with Polls from interstate Totalizator or Totalizators.

List Number means the TAB number given to an Acceptor in an Event that the Company is accepting Investments.

Local Pools means Totalizator Pools operated by the Company.

Meeting means the venue and date upon which the Company is accepting Investments is conducted.

Mutatis Mutandis means with the necessary changes.

Notional Dividend means in relation to an All-Up Parlay Investment the amount of winnings accumulated following a successful Selection which is ultimately re-Invested upon the Investor's Selection in the next Event of the nominated series of All-Up Parlay Investments until the series is concluded.

No Race means an Event in which no winners or placings are declared.

Office means any owned or leased premises of the Company, occupied by or on behalf of the Company at which Investments are received direct from the public pursuant to the Act.

PIN means Personal Identification Number or other means of identification in the form required by the Company.

Pool means the amount of money paid into a Totalizator, which after adjustment in accordance with the Rules, is available by way of Dividends to Investors who have made the appropriate Selection on a Totalizator.

Refund means the amount of an Investment that is repayable to an Investor (whether wholly or partly) in accordance with these Rules.

Rules of Racing means the Rules of Racing for the time being in force in respect of the horse or greyhound meeting at the course at which the Meeting is being conducted, or the Rules applying to a Sporting Event, except or unless otherwise provided for in these Rules.

Selection means any animal, person, team or object or score range or combination thereof nominated by the Company and available for an Investor to carry an Investment.

Scratching means the withdrawal of a Starter for any reason whatsoever prior to the start of an Event in which it is an Acceptor.

Sporting Event means an Event or Meeting other than horse or dog Meetings upon which the Company is accepting Totalizator Investments.

Starter means any animal, person, team or other competitor in a Sporting Event of which shall have been ordered to line up at or behind the starting point and has not been subsequently withdrawn by order of or permission of the Stewards.

Stewards means the Stewards or other officials for the time being in charge of the Club or other body conducting the Event or Meeting in respect of which the Company is receiving Investments.

Sub-Agency means an outlet that provides betting facilities under a Sub-Agency Agreement.

Sub-Agent means a person, partnership, company or other body appointed by the Company under a Sub-Agency Agreement.

Ticket means the printed ticket issued to an Investment by the Company.

Totalizator means a scheme by which Dividends are calculated on the Company's computer system or on behalf of the Company by another Totalizator on a Totalizator basis and, for the purpose of these Rules includes the Bet Types.

Unit means the basic Unit of Investment.

- (2) Unless the context otherwise requires in these Rules, words importing the singular, shall include the plural.

2. Purpose and Commencement of Rules

- (1) The purpose of these Rules, consistent with the Act, is to make provision for the terms on which Totalizator bets are accepted by the Company.
- (2) These amended Rules shall come into operation on 5 February 2001.

3. Application of Rules of Racing

Unless otherwise provided for in these Rules, Investments made at an Office, Agency or Sub-Agency are accepted subject to the Rules of Racing or, in the case of a Sporting Event, the rules of the relevant controlling authority, and to the procedures governing the operation of the Totalizator, including the calculation of Dividends as provided by these Rules. The Company may pay Dividends on the official declaration of correct weight or its equivalent.

4. Prohibited Persons

- (1) No person who is prohibited under or by virtue of the Rules of Racing from entering any racecourse will enter the Company's premises, or make an Investment, either personally or through another person at or through the Company's premises or through a Betting Account.
- (2) Consistent with the Act, a person who is under the age of 18 years will not make a bet with the Company.
- (3) Betting Account deposits will not be accepted from persons under the age of 18 years.
- (4) Dividends, Withdrawals or Refunds will not be paid or made to persons under the age of 18 years.
- (5) The Company, its employees, an Agent or Sub-Agent may refuse to accept an Investment from any person who, in the sole opinion of the Company, its employees, Agent or Sub-Agent, is unruly, offensive, drunk or drugged, disorderly or acting to the detriment of the Company, its customers or its operations.

5. Unit of Investment

The basic Unit of Investment for all bet types will be for \$1.

6. Dividend

- (1) The Dividend declared on the Totalizator will be for an Investment of one Unit.
- (2) The minimum amount to be paid by the Company as a Dividend in relation to an Event other than an Event in which two or more runners were each placed first, second or third, is \$1.

7. Unlawful Bets Not Recognised

The Company will not recognise an Investment, Ticket or other acknowledgement purporting to be in respect of an Investment unless it has been issued by a person lawfully managing or controlling or being employed in an Office, Agency or Sub-Agency of the Company.

8. Acceptance, Rejection, Cancellation and Refund of Investments

- (1) Investments at or through any Office, Agency or Sub-Agency will be accepted only for such Events or Meetings as the Company will from time to time direct.
- (2) The Company, an Agent or Sub-Agent shall be entitled to reject part or all of any Investment at any time without giving any reason.
- (3) Subject to other provisions contained in these Rules an Investor may cancel and obtain a Refund of any Investment at any time prior to the close/sell time of the Event concerned.
- (4) Notwithstanding the foregoing, the Company may at any time refuse to cancel any Investments or impose any conditions or limitations on the cancellation of any Investment and such decision will be final.
- (5) Subject to other provisions contained in these Rules, if a Selection is scratched, the Investor may recover a Refund at any Office, Agency or Sub-Agency.

9. Substitutes

- (1) In the Event of Investments being placed on a non-Starter in an Event of a Double, Daily Double or other multi-leg Bet Type, the Investment will be transferred to the most favoured Starter, as determined by making a comparison of Win Pool Investments on the remaining Starters for that race, fifteen (15) minutes prior to the advertised start time of the Event.
- (2) In the Event of two or more Starters being equally determinable under Sub-Rule 9(1), the Selection bearing the lowest List Number will be deemed to be the substitute Selection for that Event.
- (3) For the purpose of this Rule 9, any determination made by the Company as to the Starter to be substituted for a scratched Selection shall be final and conclusive.

10. Closing Time for Investments

- (1) Subject to Sub-Rule 10(2), the close of sales for Investments on an Event is the start of the Event.

- (2) The Company may at its option close selling on an Event before the start of an Event or at, before or after the advertised starting time of the Event and without limiting the generality of the foregoing may do so in cases of systems, communication or equipment malfunction or where the Event starts on a day or at a time on which the Company is not accepting Investments.
- (3) The Company may at its option re-open selling on an Event which it has previously closed in accordance with Sub-Rule 10(2) or in the case of an Event that is re-run.
- (4) Any Investments accepted by the Company after the start of an Event shall be void and will be refunded to Investors.
- (5) In each Office, there will be displayed the closing times for acceptance of Investments at that Office, for all Meetings in respect of which Investments may be accepted.
- (6) Investors are responsible for determining when Sub-Agencies situated in premises not owned or leased by the Company will be open to accept Investments.
- (7) It is the responsibility of the Investor to allow sufficient time for placing Investments before the close of sales on an Event.

11. No-Race, Cancelled, Postponed or Abandoned Events and Meetings

- (1) This Rule applies to an Event that is postponed or abandoned or that is declared a “No Race” by the Stewards and is not subsequently re-run, in the original race number sequence order, on the same day.
- (2) All Win, Place, Quinella and Trifecta Investments made on a race to which this Rule applies shall be Refunded.
- (3) Double and Daily Double Investments are subject to the Rule options outlined in Part 6 in the case of unlinked local Events and Meetings and TABCORP Totalizator Rules in the case of linked Events and Meetings.

12. Payment of Dividends and Refunds

- (1) Dividends will be paid as soon as practicable after the running of the Event(s) concerned at an Office, Agency or Sub-Agency providing the Office, Agency or Sub-Agency is open for business.
- (2) Refunds may be made at any time when an Office or Agency is open for business.
- (3) Dividends will be paid and Refunds made at an Office, Agency or Sub-Agency during the hours when the Office, Agency or Sub-Agency is open for business for a period of not less than six (6) months on and after the date of the Meeting concerned. Thereafter claims may only be lodged at an Office or Agency of the Company. Such claims after verification at the Company’s Head Office will be paid by cheque from Head Office. The Company may, as it determines, pay Dividends and Refunds remaining unclaimed more than six (6) months after the date of the Event concerned and may include such Dividends and Refunds as Commission.

- (4) Payment of Dividends will be made on production of the Ticket where a Ticket was issued to the Investor and will be in cash or may, at the discretion of the Company, be by cheque.
- (5) Dividends on Investments made at the Company's on-course Offices, if not collected on-course, may be collected at any of the Company's Offices, Agencies or Sub-Agencies during the hours when the Office, Agency or Sub-Agency is open for business.

13. Lost, Destroyed or Inaccessible Ticket Claims

- (1) Lost, destroyed or inaccessible Ticket claims may be lodged at any Office or Agency of the Company, including the Head Office.
- (2) The Company will pay verified lost, destroyed or inaccessible Ticket claims by cheque forwarded by post to the claimant.
- (3) Claims will be paid if the claimant for the Dividend or Refund:
 - (a) proves to the satisfaction of the Company that the Ticket has been lost or destroyed or now is inaccessible; and
 - (b) proves to the satisfaction of the Company that he/she is the person entitled to the Dividend or Refund.
- (4) The Company may require the person making the claim to verify the claim in such manner as the Company requires including Statutory Declaration. The Dividend or Refund to which the claim relates will be paid at such time as the Company determines. The amount of expenses incurred by the Company, including a service fee as determined from time to time, other expenses including legal fees if any, in connection with the establishment and payment of the claim for the Dividend or Refund may be deducted from the amount of any Dividend or Refund due to the claimant.

14. Racing and Betting Information

The Company may, at its discretion, provide all or any of the following information for the general public:

- (1) the venues and codes of Meetings;
- (2) the numbers, distances and types of Events;
- (3) the numbers and names of Acceptors;
- (4) the barrier or box number from which Acceptors shall start;
- (5) the trainer, jockey or driver of each particular Acceptor;
- (6) the handicap or weight placed on each Acceptor;
- (7) the weather conditions and state of the track at which the Meeting will be conducted;
- (8) scratched Acceptors;
- (9) the closing times for Investments on particular Events;
- (10) the current odds of Acceptors;
- (11) the results and Dividends payable for each particular Event; and
- (12) racing publications and form guides approved by the Company.

15 No-Smoking Areas

- (1) The Company may declare an Office or Agency of the Company to be a non-smoking area.
- (2) Smoking is not permitted in a declared no-smoking area.
- (3) A person who has the management and control of a declared no-smoking area shall:
 - (a) refuse to accept an Investment for cash, or a deposit for credit to a Betting Account from a person who is smoking in a declared no-smoking area;
 - (b) request a person who is smoking in a declared no smoking area to either:
 - (i) cease smoking immediately; or
 - (ii) leave the premises immediately.
- (4) If a person who is smoking in a declared no-smoking area refuses to cease smoking the person who has the management or control of the Office or Agency may request police attendance to have that person removed from the premises.

16. Limitation of Company's Liability

The Company shall in no circumstances be liable for any loss or damage suffered by an Investor as a result of or arising out of or as a consequence of any of the following:

- (1) the refusal of admission to the Company's Offices or Agencies for whatever reason including but not limited to the publication whether verbally or otherwise of such reason by the Company;
- (2) an Investor's removal for whatever reason from the Company's Offices or Agencies whether or not such removal is made by the Company or the police or any other person, body, institution or corporation;
- (3) except in the case of negligence by the Company, any personal injury suffered by an Investor as a result of having been on the Company's premises;
- (4) the loss of a Betting Account Card;
- (5) any payment made to the bearer of a Betting Account Card where an Investor alleges that the payment was made to the wrong person;
- (6) the unauthorised use of a selected code (PIN) by any person whatsoever;
- (7) failure by the Investor to rectify inaccurate or omitted Investment details when such details are read back to the Investor or are issued on or omitted from a Ticket;
- (8) alleged inaccurate or omitted Investment details where the Investor is incoherent or offensive;
- (9) alleged inaccurate or omitted telephone betting Investment details where the Investor or any third party interferes with the Company's call back;
- (10) telephone calls terminated by the Company;

- (11) delivery of cheques or any transfer made to the bank account of an Investor;
- (12) early or late closure of sales caused by any reason whatsoever;
- (13) any systems, communication or equipment malfunction which is beyond the reasonable control of the Company;
- (14) the disclosure of transactions on an Investor's Betting Account or the accuracy thereof where that disclosure is made by the Company under the Act or any law;
- (15) the incorrect omission or inclusion of any Starter in any Event, the fact that any Starter is either given as scratched when it is not scratched or shown as a Starter when in fact it is scratched or any inaccurate information displayed or given by the Company at its Offices, Agencies or Sub-Agencies concerning any Event;
- (16) reliance upon any inaccurate statement made by a person other than the Company in respect of any matter relating to the Investor or to the Company or to any Selections;
- (17) reliance upon any inaccurate statement made by any person whatsoever (including the Company) in respect of any matter relating to the Investor or to the Company or to any Selections when such statement is manifestly inaccurate;
- (18) reliance upon any tipping, form guide, or the like wherever situated;
- (19) unauthorised use of the Investor's Betting Account;
- (20) alleged inaccurate or omitted Internet Investment details where the Investor has confirmed the Investment in accordance with Section 22;
- (21) use of, participation in or inability to obtain access to the Company's Internet site for the purpose of making an Internet Investment;
- (22) the Investor's computer becoming infected with a virus as a result of connecting to the Company's Internet site;
- (23) the Internet Investment is not received and processed by the Company;
and
- (24) access by the Investor to any Internet site via links from the Internet site of the Company.

PART 2 BETTING ACCOUNTS – ESTABLISHMENT, MAINTENANCE, DEPOSITS AND WITHDRAWALS

17. Procedures for Establishing and Maintaining a Betting Account

- (1) Application to open a Betting Account will be in the form provided by the Company, giving such information as is required by the Company and relevant laws and shall be signed by the applicant.
- (2) A Betting Account will be established by a minimum deposit determined from time to time, whereupon the Company will allocate to the Depositor an account number and the Depositor will select a code (PIN) to be used in conjunction with that account number.
- (3) The Depositor's selected code (PIN) must be acceptable to the Company and be in the form as advised from time to time.
- (4) Any Depositor may be required at any time to submit a further application amending any or all of the particulars required to be given when opening a Betting Account. The Depositor may similarly revoke the original application and replace it by a new one. In either case, any amount standing to the credit of the Depositor will be transferred to the Depositor's credit in any new Betting Account which may be created in lieu of the previous Betting Account.
- (5) The Company will be entitled to refuse any application for a Betting Account without providing a reason for refusal.
- (6) A separate record will be maintained of each Betting Account and transactions made against it.
- (7) If for any reason, a Depositor's Betting Account should be in debit, the Depositor shall forthwith on demand, pay to the Company such amount as is necessary to remove that debit. If the Depositor has more than one Betting Account, the Company may offset a Betting Account in credit against a Betting Account in debit.
- (8)
 - (a) If no Investments are made by a Depositor from a Betting Account for a period of not less than six (6) months, the Company may, as it determines, include as Commission, the amount of money standing to the Depositor's credit in that Betting Account.
 - (b) When the Depositor subsequently directs the Company to:
 - re-establish the Betting Account by paying into that Betting Account; or
 - Refund to the Depositor the moneys included as Commission in accordance with Sub-Rule 17(8)(a).

The Company will accordingly comply with that direction by making the appropriate payment from Commission.

- (9) The Company may in its absolute discretion close or suspend any Betting Account where the Betting Account has been operated in breach of any Rules or policies made by the Company.

18. Deposits and Withdrawals

- (1) A Depositor desiring to renew or increase the credit balance of a Betting Account may do so by forwarding or paying any additional amount to any Office or Agency of the Company and advising the name in which the Betting Account is held and the Betting Account number. The form, method and conditions for depositing to a Betting Account will be as determined from time to time by the Company.
- (2) Where a cheque is received for payment into a Betting Account, no Investment will be accepted against that credit until the cheque is cleared, unless and except and to the extent that, the Company may from time to time direct and such direction may from time to time be revoked, added to or varied. Cheques will be accepted for payment into a Betting Account (subject to clearance) only if made out to the Company and signed by the Depositor or issued by a bank. Cheques issued by the Company or another TAB will be accepted for payment into a Betting Account provided they are in the name of the Depositor. Any costs incurred in obtaining clearance of any cheque may be debited against the Depositor's Betting Account.
- (3) The amount standing to the credit of a Betting Account of a Depositor at any time may be withdrawn by the Depositor at the Company's Offices or Agencies in accordance with instructions received from the Depositor. Instructions shall be in such form as the Company determines from time to time.

PART 3 PROVISIONS RELATING TO INVESTMENTS BY TELEPHONE OR THE INTERNET

19. Acceptance of Telephone Investments

- (1) Investments by telephone will be accepted only against a credit Betting Account previously established at a Company Office or Agency.
- (2) The Company or any employee or Agent of the Company may refuse to accept any amount as a credit or, having accepted such, may at any time Refund the credit or any balance thereof without giving any reason.
- (3) Investments may be made by telephone at any time during the business hours of the Company up to the closing time for the Event or the first Event where the Investment comprehends more than one Event.
- (4) A Depositor who wishes to make an Investment by telephone, will use only the telephone number notified to him by the Company.
- (5) No instructions or amendments to previous instructions will be acted upon unless received by telephone or letter signed by the Depositor.
- (6) The Company is entitled to debit the Depositor's Betting Account with transactions made by any persons using the selected code (PIN) and Betting Account number.

20. Procedure for Investing by Telephone

- (1) The Depositor must provide the Betting Account number and selected code (PIN).
- (2) Except in the case of a Mystery Bet, the Depositor shall supply the following information: the Meeting, Event number, List Number or name of Selection, the amount of the Investment, the type of the Investment and any other information that may be required to identify the Investment to be made.
- (3) The Investment details shall be read back to the Depositor. An Investment read back to the Depositor shall be deemed to be the Investment recorded by the Company.
- (4) The Investment shall not be deemed to have been accepted until the Company has checked that the credit standing to the Depositor's Betting Account exceeds the aggregate amount of the Investments proposed to be made.
- (5) Where the credit of the Depositor's Betting Account is insufficient to cover all Investments proposed, only Investments for which credit is available will be accepted. The decision of the Company as to which Investments have been accepted shall be final.

21. Error in the Giving or Recording of Telephone Investments

- (1) Where an Investment recorded by the Company varies from the Investment requested or intended by the Depositor, the Investment binding on the Company shall be such Investment as was read back to the Depositor as the Investment and the Depositor shall suffer the loss or receive the benefit resulting from that Investment accordingly and such variance shall not be deemed to be an error on the part of the Company or its employees.
- (2) Notwithstanding the foregoing, the Company may at its discretion pay an ex gratia amount being part or all of any Dividend which it is alleged would have been due but for an error.

22. Acceptance of Internet Investments

- (1) Internet Investments may only be made by use of a Betting Account against a credit balance.
- (2) For every Internet Investment session, an Investor will need to log on by providing the Betting Account number and selected code (PIN).
- (3) An Investor shall satisfy himself or herself that all the details recorded on the Internet Betting Confirmation Screen are correct.
- (4) The Investment is not sent to the Company until it is confirmed by the Internet Investor on the Confirmation Screen, by clicking "Submit All Bets".
- (5) Upon confirmation of the Investment by the Investor, the Investor may only cancel, amend or replace the Investment on terms determined by the Company from time to time.
- (6) The Investment submitted by the Investor shall be accepted and confirmed by the Company upon allocation by the Company of an Internet Betting Receipt.

23. Internet Betting General Rules

- (1) The Investor is responsible for ensuring that the Investor's Betting Account number and selected code (PIN) are kept secret.
- (2) The Investor is responsible for transactions relating to his or her Betting Account. Except for the circumstances outlined in these Rules, the Company accepts no responsibility for disputed transactions or for transactions made by the Investor on his or her Betting Account.
- (3) The records of the Company shall be conclusive evidence of and be deemed to be the true and correct record of all Internet Investments.
- (4) The Company may cease to provide access to an Investor to the Internet site of the Company to make Internet Investments at any time. This may be done without notice to the Investor.
- (5) The Investor warrants that all information provided by him or her on the Internet site of the Company shall be true and correct and that he or she will immediately notify the Company of any change to the information.

- (6) The Investor agrees to the use by the Company of the information provided by the Investor on the Internet site for any purpose relating to the opening of a Betting Account, the activation of Internet access, the making of Internet Investments, for marketing purposes (subject to any privacy requirements) or as required by law.
- (7) The Company may change the information or the format of the information on the Internet site of the Company at any time without notice to the Investor.
- (8) By making an Investment via any means of communication provided by the Company, 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.
- (9) All odds information is approximate only and any other information displayed on the Internet site is accurate to the best of the Company's knowledge.

PART 4 PLACING INVESTMENTS BY CASH

24. Acceptance of Cash Investments

- (1) Cash Investments will be accepted only during the hours advertised at each of the Company's Offices and Agencies and when Sub-Agencies are open for the acceptance of Investments. The Company or any employee or Agent of the Company may declare at any time that the Office or Agency is closed for receiving cash Investments.
- (2) Only bank notes or coins which are legal tender in the Commonwealth of Australia will be accepted as Investments.
- (3) Except in the case of a Mystery Bet, before an Investment will be accepted, the Investor must indicate clearly the Meeting, the Event number, the List Number or Numbers allocated by the Company to the Selection, the amount and type of the Investment and such other information as may be required by the Company to identify the Investment to be made.
- (4) The Company shall not accept a cash Investment from a person unless the amount of the Investment is deposited in cash at an Office, Agency or Sub-Agency of the Company at the time of making the Investment.

25. Tickets

On acceptance of the Investment, the Investor will be issued with a Ticket or some other means of identifying his Investment which must be presented when claiming any Dividend or Refund due in respect of such Investment. The Company shall be released from any further liability whatsoever once it has paid the bearer of the Ticket the amount due thereon.

26. Events and Meetings for Investment

- (1) Notices shall be exhibited at all Offices, Agencies and Sub-Agencies, showing the Acceptors known to have nominated or accepted for those Events and Meetings for which the Company will be receiving Investments; the date and code letters or abbreviation designated for each Meeting, the number of the respective Events; the List Numbers of the Acceptors in each Event; and such other distinguishing mark of any doubles or other form of Investment as may be necessary for the proper identification of Investments.
- (2) Investments shall be received in respect of only those Events and Meetings and the Acceptors nominated or accepted therefor which such notices are exhibited.

27. Investor Bound by Ticket

Subject to this Rule, an Investor shall be deemed to accept the Ticket issued to him or her and be bound by the particulars set out thereon unless forthwith after its issue to him or her, he or she applies for a correction of the Ticket and such application is granted.

28. Ineffective Tickets

- (1) If the Investment as indicated on a Ticket is one which should not or cannot be recorded on the Totalizator or is one for which the Company has not notified its willingness to accept Investments, the Investor shall be entitled only to a Refund.
- (2) Subject to the provisions of Rules 27 and 28, where a Ticket is incomplete as to any of the required particulars or the Ticket or any of the required particulars thereon are, in the opinion of the Company, either capable of more than one interpretation or incapable of interpretation, the Investor shall be entitled to a Refund only.
- (3) Subject to the provisions of Rules 27 and 28 where the particulars recorded on a Ticket were not the particulars recorded on the Totalizator due to:
 - (a) a communication failure;
 - (b) a power failure;
 - (c) a mechanical or electronic malfunction; or
 - (d) a system procedure breakdown

the only particulars of which cognizance will be taken are the particulars recorded on the Totalizator.

29. Defaced Tickets

- (1) Any Ticket, when presented for the payment of a Dividend or Refund or for the correction of an alleged error, may be rejected without any payment being made if the Ticket has been defaced or mutilated.
- (2) Any person who presents, or causes to be presented at any Office or Agency any Ticket which has been altered or defaced, with the intention of obtaining a payment of an amount other than the true value of the Ticket shall be guilty of an Offence.

PART 5 INTERSTATE LINKED AND LOCAL POOLS

30. Transmission of Investments to Interstate Totalizator

- (1) The Company may transmit all or part of the Investments in any Pool to an interstate Totalizator, in which case the Dividend declared by that Totalizator shall be the Dividend payable.
- (2) In the case of:
 - (a) a communication failure;
 - (b) a power failure;
 - (c) a mechanical or electronic malfunction; or
 - (d) a system procedure breakdownresulting in that Totalizator not being able to declare Dividends in a reasonable timeframe, the Company may declare a Dividend payable by another interstate Totalizator.
- (3) Where there is no Totalizator Pool conducted by another interstate Totalizator for which the Company may require to declare a Dividend pursuant to Sub-Rule (2) of this Rule, the official starting price of the Starters being placed in the Event as declared by the Club conducting the Meeting may be used to declare the Dividend payable.
- (4) Where a Dividend cannot be declared by the Company due to a system failure of the nature specified in Sub-Rule (2) and the Company is of the opinion that the Dividend declared by another interstate Totalizator or the official starting price of a Starter as declared by the Club conducting the Meeting, is so different to that which the Company might expect in the circumstances having regard to available evidence at that time as to the number of Investments received for that Totalizator Pool, the Company may declare a Dividend based on the ACTTAB Investments only.
- (5) At its absolute discretion, the Company may subsequently, where Dividends are declared under Sub-Rule (4), offer to pay Investors all or part of the difference between any Dividend declared based on ACTTAB Investments only and the Dividends if any finally declared by an interstate Totalizator under Sub-Rule (1).
- (6) When the Company offers to pay all or part of the difference between any Dividend declared based on local Investments and that finally declared by the Interstate Totalizator, the offer will be limited to Investments made prior to any decision by the Company to ceasing Investments to the interstate Totalizator and operate on Local Pools only. The Company will notify customers by messages sent to Offices, Agencies and Sub-Agencies and to relevant media outlets. The Company's records of when such messages were sent will be conclusive evidence and deemed to be a true and correct record.

31. Establishment of Local Pools

- (1) In the period to 30 June 2001, Local Pools may be established and Dividends calculated and paid on the basis of either the Rules outlined in Part 6 Divisions 1 to 8 or the TABCORP Totalizator Rules (copy attached). The Rules for Local Pools at Part 6 are for use in association with ACTTAB's Concurrent mini-computers and associated software.
- (2) The PC based betting system and associated software operating on the TABCORP Totalizator Rules will be the preferred option and from 1 July 2001 will be the Rules applicable to Local Pools.
- (3) The Rules outlined at Part 6 Divisions 1 to 8 for Local Pools will cease as an option at midnight on 30 June 2001.
- (4) Following the introduction of the PC based betting system, the Company will notify Investors when and if Local Pools are being operated on the basis of the Rules outlined at Part 6 – Divisions 1 to 8 in the period up to 30 June 2001.

PART 6 CALCULATION AND PAYMENT OF DIVIDENDS (ACTTAB POOLS)

Consistent with provisions outlined in Part 5 of these Rules, the Rules in this Part 6 will remain in place until 30 June 2001 for use when the Company is operating on Concurrent minicomputers and associated software. All ACTTAB only Pools will from 1 July 2001 be exclusively established and Dividends calculated and paid in accordance with TABCORP's Totalizator Rules as amended from time to time (copy attached).

DIVISION 1 – TOTALIZATOR WIN POOLS (ACTTAB POOLS)

32. Establishment of Pool

In relation to a Totalizator Pool conducted for a Win on an Event, the Company shall, after allowing for Refunds, place the amount of all bets received for a Win on that Event into a separate Pool.

33. Calculation of Primary Dividend

Before deducting any Commission, the Company shall calculate the primary Dividend by dividing the number of Units invested on the winner into the amount placed in the Pool.

34. Calculation of Secondary Dividend

Where the primary Dividend is:

- (1) not in excess of two dollars (\$2) – declare as the secondary Dividend, the amount of the primary Dividend; or
- (2) in excess of two dollars (\$2) – deduct from the primary Dividend a Commission equal to twenty-seven and six tenths per centum (27.6%) of the amount by which the primary Dividend exceeds two dollars (\$2) and declare the balance of the primary Dividend then remaining as the secondary Dividend.

35. Payment of Dividend

Declare and pay to each holder of a winning Unit the amount of the secondary Dividend provided that:

- (1) where the secondary Dividend is more than two dollars (\$2), fractions of ten cents (10c) shall not be paid; and
- (2) where the secondary Dividend is less than two dollars (\$2), with the exception of a dead-heat, fractions of ten cents (10c) shall be paid as ten cents (10c).

36. Dead Heats

In the Event of two or more Starters running a dead-heat for first place, after allowing for Refunds the Pool shall be divided into as many equal portions as there are Starters running the dead-heat and the Win Dividends calculated as before, except that fractions of ten cents (10c) shall be paid as ten cents (10c) where the fraction is equal to or in excess of one half of ten cents (10c) for each Dividend.

37. No Winning Investment

- (1) If there are no Investments on the winner, a Dividend shall be declared as for one Unit Investment and the Dividend included as Commission.
- (2) In the Event of there being no Investments on one or more Starters running a dead-heat for first place a Dividend shall be Declared as for one Unit Investment for each such Starter running the dead-heat and that Dividend shall be divided into as many equal and separate parts as there are Starters running the dead-heat remaining for which Investments have been received and the other provisions for Rule 36 shall apply “mutatis mutandis”.
- (3) In the Event of there being no Investments on any of two or more Starters running a dead-heat for first place a Dividend shall be declared as for one Unit Investment for each such Starter and the Dividend included as Commission.

DIVISION 2 – TOTALIZATOR PLACE POOLS (ACTTAB POOLS)

38. Establishment of Pool : Not Less Than Eight (8) Starters

- (1) In relation to a Totalizator Pool conducted for a Place on an Event in which the number of Starters is not less than eight (8) the Company, after allowing for Refunds, shall:
 - (a) place the amount of all bets received for a place on that Event into a separate Pool; and
 - (b) providing that not more than one third of this amount is Invested on one or more of the Starters placed first, second or third, divide this Pool into three equal and separate parts for each of the Starters placed first, second and third respectively.
- (2) From each of the three parts deduct a Commission of twenty-seven and two tenths per centum (27.2%) of the amount which exceeds the amount Invested on the respective Starter that was placed first, second or third.
- (3) Calculate the Dividends for first, second and third places, by dividing the number of Units respectively Invested on the Starters placed first, second and third into the amount of the respective parts for such Starters placed first, second and third.
- (4) Declare and pay to the holder of each winning Unit a Dividend for each Starter that was placed first, second or third respectively provided that:

- (a) where the Dividend is less than two dollars (\$2), fractions of ten cents (10c), shall be paid as ten cents (10c);
- (b) where the Dividend is more than two dollars (\$2), fractions of ten cents (10c) shall not be paid.

39. More Than One Third (1/3) of the Place Pool Invested on a Successful Placegetter

- (1) In relation to a Totalizator Pool conducted for a Place on an Event in which Rule 38 applies and in which the amount Invested on only one of the Starters placed first, second or third is more than one third (1/3) of the amount, after allowing for Refunds, the Company shall:
 - (a) declare and pay a Dividend of one dollar (\$1.00) per Unit of Investment to the holder of each one dollar (\$1.00) winning Unit on that placegetter; and
 - (b) divide the amount remaining in the Pool into two equal and separate parts on behalf of the other two Starters that were placed either first, second or third, and the other provisions of Rule 38 shall apply "mutatis mutandis".
- (2) In relation to a Totalizator Pool conducted for a Place on an Event in which the number of Starters is not less than eight (8) and in which the amount Invested on each of two of the Starters placed first, second or third is more than one third (1/3) of the amount, after allowing for Refunds the Company shall:
 - (a) declare and pay a Dividend of one dollar (\$1.00) per Unit of Investment to the holder of each winning Unit on those two placegetters; and
 - (b) set aside the part then remaining in the Pool on behalf of the other Starter placed first, second or third and the other provisions of Rule 38 shall apply "mutatis mutandis".

40. Place Pool : Less Than Eight (8) Starters

- (1) In relation to a Totalizator Pool conducted for a Place on an Event in which the number of Starters is less than eight (8) and greater than four (4), after allowing for Refunds the Company shall:
 - (a) place the amount of all bets received for a place on that Event into a separate Pool;
 - (b) divide the Pool into two (2) equal and separate Pools on behalf of the Starters placed first and second and the other provisions of Rule 38 shall apply "mutatis mutandis".
- (2) In relation to a Totalizator Pool conducted for a place to which this Rule applies and in which the amount Invested on one of the Starters placed first or second is more than one half (1/2) of the amount, after allowing for Refunds the Company shall:
 - (a) declare and pay a Dividend of one dollar (\$1.00) per Unit of Investment to the holder of each winning Unit on that placegetter; and

- (b) set aside the part then remaining in the Pool on behalf of the other Starter placed either first or second and the other provisions of Rule 38 shall apply “mutatis mutandis”.

41. Place Pool : Less Than Five (5) Starters

In relation to bets accepted for a Totalizator Pool conducted for a Place on an Event where the number of Starters is less than five (5) all such bets shall be Refunded.

42. Dead-Heats

- (1) In relation to a Totalizator Pool conducted for a Place on an Event to which Rule 38 applies:
 - (a) In the event of three Starters running a dead-heat for first place in a Place Pool, the amount in the Pool shall be divided into three (3) equal and separate parts and the other provisions of Rule 38 shall apply “mutatis mutandis”.
 - (b) In the event of a dead-heat of two Starters for first place in a Place Pool, the amount in the Pool shall be divided into three (3) equal and separate parts and the other provisions of Rule 38 shall apply “mutatis mutandis”.
 - (c) In the event of a dead-heat between two Starters for second place in such a Place Pool, the amount in the Pool shall be divided into three (3) equal and separate parts and the other provisions of Rule 38 shall apply “mutatis mutandis”.
 - (d) In the event of more than three Starters running a dead-heat for first place in a Place Pool, then the Dividends to be declared and paid for the Starters forming the dead-heat shall be the Dividends that, but for such dead-heat, would otherwise have been declared and paid for such Starters in accordance with these Rules divided by the number of Starters forming the dead-heat and multiplied by three.
 - (e) In the event of more than two Starters running a dead-heat for second place in a Place Pool, then the Dividends to be declared and paid for the Starters forming the dead-heat shall be the Dividends that, but for such dead-heat, would otherwise have been declared and paid for such Starters in accordance with these Rules divided by the number of Starters forming the dead-heat and multiplied by two.
 - (f) In the event of a dead-heat for third place in a Place Pool, the Dividends to be declared and paid for the Starters forming the dead-heat shall be the Dividends that, but for such dead-heat, would otherwise have been declared and paid for such Starters in accordance with these Rules divided by the number of Starters forming the dead-heat.

- (2) In relation to a Totalizator Pool conducted for a Place to which Rule 40 applies:
- (a) In the event of two Starters running a dead-heat for first in such a Place Pool, the Pool shall be divided into two (2) equal parts and the other provisions of Rule 40 shall apply “mutatis mutandis”.
 - (b) In the event of more than two Starters running a dead-heat for first in such a Place Pool, then the Dividends to be declared and paid for the Starters forming the dead-heat shall be the Dividends that, but for such dead-heat, would otherwise have been declared and paid for such Starters in accordance with these Rules divided by the number of Starters forming the dead-heat and multiplied by two.
 - (c) In the event of a dead-heat for second place in such a Place Pool, the Dividends to be declared and paid for the Starters forming the dead-heat shall be the Dividends that, but for such dead-heat, would otherwise have been declared and paid for such Starters in accordance with these Rules divided by the number of Starters forming the dead-heat.

43. Late Scratchings

In relation to a Totalizator Pool conducted for a Place on an Event the Company shall declare and pay Dividends upon the number of Selections remaining in the Event after the receipt of advice of scratchings at the normal time in the morning and the provisions of Rule 38 shall apply “mutatis mutandis”.

44. No Investment on a Successful Placegetter

- (1) If there is no Investment on one of the successful placegetters, a Dividend shall be declared for that placegetter as for one Unit of Investment, and the Dividends declared and paid for the remaining placegetter shall be calculated as if there was one less placegetter.
- (2) If there is no Investment on any of the successful placegetters, a Dividend shall be declared as for one Unit Investment on each of the successful placegetters and the amounts included as Commission.

45. Starters Failing to Complete Event

- (1) Where there are eight (8) or more Starters but only two of those Starters complete the Event then the Pool shall be divided into two (2) equal and separate Pools on behalf of the Starters placed first and second and the other provisions of Rule 39 shall apply “mutatis mutandis”.
- (2) Where the number of Starters is less than eight (8) and greater than four (4) but only one Starter completes the Event then the Pool shall not be divided and one Dividend shall be declared for that Starter which completes the Event and the provisions of Rule 38 shall apply “mutatis mutandis”.

DIVISION 3 – TOTALIZATOR DAILY DOUBLES POOLS (ACTTAB POOLS)

46. Establishment of Pool

In relation to a Totalizator Pool conducted on a Daily Double, the Company shall:

- (1) place the amount of all bets received for the Daily Double into a separate Pool;
- (2) deduct from the Pool fifteen per centum (15%) Commission; and
- (3) divide the amount then remaining into two Pools in the ratio of seventy per centum (70%) and thirty per centum (30%).

47. Dividend : First and First Combination

The Company shall divide the number of Units Invested on the winners of both Events of the Daily Double into the seventy per centum (70%) Pool and declare and pay a Dividend to the holders of winning Units provided that fractions of ten cents (10c) shall be paid as ten cents (10c) where the fraction is equal to or exceeds one half of ten cents (10c).

48. Dividend : First and Second Combination

The Company shall divide the number of Units Invested on the winner of the first Event and the Starter placed second in the second Event into the thirty per centum (30%) Pool and declare and pay a Dividend to the Investors with the combination of the first Event winner and the Starter placed second in the second Event provided that fractions of ten cents (10c) shall be paid as ten cents (10c) where the fraction is equal to or exceeds one half of ten cents (10c).

49. Dead-Heats

- (1) In the event of a dead-heat for first place in the first Event of a Daily Double, after deducting fifteen per centum (15%) Commission, the Company shall divide the amount then remaining by the number of Starters dead-heating into separate equal Pools. Each Pool shall be treated as a separate Daily Double Pool and the provisions of Rules 46-48 shall apply “mutatis mutandis”.
- (2) In the event of a dead-heat for first place in the second Event of a Daily Double, after deducting fifteen per centum (15%) Commission, the Company shall divide the amount then remaining by the number of Starters dead-heating into separate equal Pools. These Pools shall be divided by the number of Units Invested on each winner of the second Event with the winner of the first Event and Dividends declared and paid provided that fractions of ten cents (10c) shall be paid as ten cents (10c) where the fraction is equal to or exceeds one half of ten cents (10c).

- (3) In the event of a dead-heat for second in the second Event of a Daily Double, after following procedures set out in Rules 46 and 47, the thirty per centum (30%) Pool shall be divided by the number of Starters dead-heating into separate equal Pools and these Pools shall be divided by the number of Units Invested on the winner of the first Event with each of the Starters dead-heating for second in the second Event and Dividends declared and paid provided that fractions of ten cents (10c) shall be paid as ten cents (10c), where the fraction is equal to or exceeds one half of ten cents (10c).

50. No Investments on Successful Combinations

- (1) In the event of there being no Investments on the successful first and first combination, a Dividend shall be declared for one Unit Investment and the Dividend placed in the first and second Pool.
- (2) If there are no Investments on the successful first and second combination, a Dividend shall be declared as for one Unit Investment and the Dividend placed in the first and first Pool.
- (3) If there are no Investments on the first and first combination or the first and second combination, a Dividend shall be declared as for one Unit Investment on each combination and the Dividends included as Commission.
- (4) In the event of there being no Investments on a successful first and first combination where the Pool has been divided in accordance with the provisions of Rule 49 a Dividend shall be declared for one Unit Investment and the Dividend divided equally between the remaining first and first Pools and the provisions of Rule 49 shall apply "mutatis mutandis".
- (5) In the event of there being no Investments on a successful first and second combination where the Pool has been divided in accordance with the provisions of Rule 49 a Dividend shall be declared for one Unit Investment and the Dividend divided equally between the remaining first and second Pools and the provisions of Rule 49 shall apply "mutatis mutandis".

51. Scratchings

See Rule 9 regarding provisions relating to scratched Acceptors in a Daily Double.

52. Starters Failing to Complete Event

Where only one Starter completes the second Event of a Daily Double the Company shall:

- (1) deduct fifteen per centum (15%) from the Pool; and
- (2) divide the remainder by the number of Units Invested on the winners of both Events of the Daily Double and declare and pay a Dividend provided that fractions of ten cents (10c) shall be paid as ten cents (10c) where the fraction is equal to or exceeds one half of ten cents (10c).

53. Investments Received in Respect of Postponed or Abandoned Events

- (1) Where an Event that is postponed or abandoned is the first Event of a Daily Double, all Investments made on that Double will be Refunded.
- (2) Where an Event that is postponed or abandoned is the second Event of a Daily Double all Investments made on that Daily Double will be placed into a separate Pool and be treated as if they were Investments for a Win on the first Event of the Daily Double and the provisions of Rules 32 to 37 will apply in relation to that Pool.

DIVISION 4 – TOTALIZATOR DOUBLES POOLS (ACTTAB POOLS)

54. Establishment of Pool and Payment of Dividend

In relation to a Totalizator Pool conducted on a Double, the Company shall:

- (1) place the amount of all bets received for a Double into a separate Pool and add to that Pool any amounts accumulated in accordance with Rule 56;
- (2) deduct fifteen per centum (15%) Commission from the Pool; and
- (3) divide the remainder by the number of Units Invested on the winners of both Events of the Double and declare and pay a Dividend provided that fractions of ten cents (10c) shall be paid as ten cents (10c) where the fraction is equal to or exceeds one half of ten cents (10c).

55. Dead-Heats

In the event of a dead-heat for first place in either Event of the Double, after deducting fifteen per centum (15%) Commission from the Pool, the remainder shall be divided by the number of Starters dead-heating into separate equal Pools and each separate Pool divided by the number of Units Invested on the winner of one Event with one of the Starters in the dead-heat provided that fractions of ten cents (10c) shall be paid as ten cents (10c) where the fraction is equal to or exceeds one half of ten cents (10c).

56. No Investments on the Winners of Both Events

- (1) In the event of there being no Investments on the winners of both Events the gross Pool shall accumulate to a Meeting or Event as nominated by the Company and such decision shall be final.
- (2) In the event of there being no Investments on a successful combination where the provisions of Rule 55 have been applied a Dividend shall be declared as for one Unit Investment on each such combination and the Dividend divided into as many equal and separate parts as there are successful combinations for which Investments have been received and the other provisions of Rule 55 shall apply “mutatis mutandis”.
- (3) In the event of there being no Investments on any of the successful combinations where the provisions of Rule 55 have been applied a Dividend shall be declared as for one Unit Investment for each such combination and the provisions of Rule 56 shall be applied “mutatis mutandis”.

57. Scratchings

See Rule 9 regarding provisions relating to scratched Acceptors in a Double.

58. Investments Received in Respect of Postponed or Abandoned Events

- (1) Where an Event that is postponed or abandoned is the first Event of a Double, all Investments made on that Double will be Refunded.
- (2) When an Event that is postponed or abandoned is the second Event of a Double will be placed into a separate Pool and be treated as if they were Investments for a Win on the first Event of the Double and the provisions of Rules 32 to 37 will apply in relation to that Pool.

DIVISION 5 – TOTALIZATOR QUINELLA POOLS

59. Establishment of Pool and Payment of Dividend

- (1) In relation to a Totalizator Pool conducted for a Quinella, the Company shall:
 - (a) after allowing for Refunds, place the amount of all bets received for the Quinella on a specified Event into a separate Pool and add to that Pool any amounts which are to be accumulated in accordance with Rule 61;
 - (b) deduct fifteen per centum (15%) Commission from the Pool;
 - (c) divide the remainder by the number of Units invested on the combination of Starters which fill the first two places; and
 - (d) declare and pay a Dividend provided that fractions of ten cents (10c) shall be paid as ten cents (10c) where the fraction is equal to or exceeds one half of ten cents (10c).
- (2) In relation to a Totalizator Pool conducted for a Quinella where only one Starter completes an Event and is declared the winner all Investments on that Quinella shall be placed in a separate Pool and shall be treated as if they were Investments for a Win on that Event and the provisions of Rules 32-37 shall apply in relation to that Pool “mutatis mutandis”.

60. Dead-Heats

- (1) If two Starters dead-heat for first place, the Pool shall be divided among Investors on the combination of those Starters and the provisions of Rule 59 shall apply “mutatis mutandis”.
- (2) If three or more Starters dead-heat for first place, the Pool shall be divided into as many equal parts as there are combinations of such Starters for which Investments have been received, and each such part shall be divided among the Investors on each such combination and the provisions of Rule 59 shall apply “mutatis mutandis”.
- (3) If two or more Starters dead-heat for second place, the Pool shall be divided into as many equal parts as there are combinations of those Starters, for which Investments have been received, comprising the winner and one of the Starters dead-heating for second place, and each such part shall be divided among the Investors on each such combination and the provisions of Rule 59 shall apply “mutatis mutandis”.

61. No Investments on Successful Placegetters

- (1) If there are no Investments on the successful combination the gross Pool shall accumulate to a Meeting or Event as nominated by the Company and such decision shall be final.
- (2) In the Event of there being no Investments on a successful combination where the provisions of Rule 60 have been applied a Dividend shall be declared as for one Unit Investment on each such combination and the Dividend divided into as many equal and separate parts as there are successful combinations for which Investments have been received and the provisions of Rule 60 shall apply “mutatis mutandis”.
- (3) In the Event of there being no Investments on any of the successful combinations where the provisions of Rule 60 have been applied a Dividend shall be declared as for one Unit Investment for each such combination and the provisions of Rule 62 shall be applied “mutatis mutandis”.

DIVISION 6 – TOTALIZATOR TRIFECTA POOLS (ACTTAB POOLS)

62. Establishment of Pool And Payment of Dividend

- (1) In relation to a Totalizator Pool conducted for a Trifecta on an Event the Company shall:
 - (a) after allowing for Refunds place the amount of all bets received for a Trifecta on a nominated Event into a separate Pool;
 - (b) accumulate the Pool until an Investment has been placed on the three placegetters finishing first, second and third in the correct order in the nominated Event;
 - (c) such accumulation shall be to a Meeting nominated by the Company and such decision shall be final;
 - (d) notwithstanding the provisions of Sub-Rule (1)(c) of this Rule, where another Trifecta Pool is being conducted at the same Meeting and there has been an accumulation as provided in this Rule, the Company may nominate that the accumulation shall be to the subsequent Trifecta Pool at the same Meeting and such decision shall be final; and
 - (e) deduct seventeen per centum (17%) Commission from the Pool and calculate a Dividend by dividing the remainder by the number of Units Invested on the combination comprising in the correct order the three placegetters finishing first, second and third in the nominated Event and declaring and paying the Dividend provided that fractions of ten cents (10c) shall be paid as ten cents (10c) where the fraction is equal to or exceeds one half of ten cents (10c).
- (2) In relation to a Totalizator Pool conducted for a Trifecta, where only two Starters complete the nominated Event and are declared the first and second placegetters all Investments on that Trifecta Pool shall be placed in a separate Pool and a Dividend paid to all of the Investors who have selected in the correct order the first and second placegetters with any other Starter nominated to finish in third place and the provisions of Rule 62 shall apply “mutatis mutandis”.

- (3) In relation to a Totalizator Pool conducted for a Trifecta where only one Starter completes the nominated Event and is declared the winner all Investments on that Trifecta Pool shall be placed in a separate Pool and a Dividend paid to all Investors who have selected the winner with any other Starter nominated to finish second and third and the provisions of Rule 62 shall apply “mutatis mutandis”.
- (4) In the event of a Starter running first place and two or more Starters running a dead-heat for second place in a Pool after deducting a Commission of seventeen per centum (17%) the Company shall divide the amount then remaining into as many separate equal Pools as there are combinations comprising in the correct order the placegetter running first with two of the placegetters running second in the nominated Event. Each Pool shall be treated as a separate Pool and the provisions of Rule 62 shall apply “mutatis mutandis”.
- (5) In the event of two Starters running first and second place and two or more Starters dead-heating for third place in a Pool after deducting a Commission of seventeen per centum (17%) the Company shall divide the amount then remaining into as many separate equal Pools as there are combinations comprising in the correct order the placegetters running first and second with each placegetter dead-heating for third in the nominated Event. Each Pool shall be treated as a separate Pool and the provisions of Rule 62 shall apply “mutatis mutandis”.
- (6) In the Event of there being no Investments on a successful combination where the provisions of this Rule have been applied all such Investments in that Pool shall be treated as a separate Trifecta Pool and the provisions of Rule 62 shall apply “mutatis mutandis”.

DIVISION 7 – ALL-UP BETTING

64. All-Up Investments

- (1) An Investment may be accepted by the Company as an All-Up Investment only on such Win and Place Totalizator Pools as the Company may decide and its decision shall be final.
- (2) An All-Up Investment may only be accepted on Events conducted at the one and the same Meeting.
- (3) An Investment may be accepted by the Company as an All-Up Investment in respect of such numbers of Events as the Company may decide.
- (4) An Investor who desires that an Investment be accepted by the Company as an All-Up Investment shall indicate to the Company:
 - (a) that the Investment is an All-Up Investment;
 - (b) the numbers of the runners nominated by the Investor in each Event in the series of Events selected by the Investor for the purpose of the All-Up Investment; and
 - (c) the Totalizator Pool on which each successive Investment in the series is to be Invested.

65. Cancellation and Refund of All-Up Investments

An Investment accepted by the Company as an All-Up Investment cannot be cancelled or surrendered after the first selected Event of the nominated series of All-Up Investments has closed for the purpose of acceptance of Investments, and except as provided in these Rules an All-Up Investment may not be Refunded.

66. Scratchings

- (1) If an Acceptor is scratched from an Event other than the final Event of the nominated series of All-Up Investments, then the initial All-Up Investment or Notional Dividend to be Invested on the scratched Acceptor will be carried forward to the next Event of the series and will form the All-Up Investment on the Investor's Selections in that Event.
- (2) If an Acceptor is scratched from the final Event of the nominated series of All-Up Investments, the Notional Dividend to be Invested on the scratched Acceptor will be payable to the Investor subject to the provisions of Sub-Rule 69(2).

67. Postponed or Abandoned Events or Pools Et Cetera

- (1) If an Event is abandoned or postponed or declared a "No Race" or is ordered to be run again in the event of a walk-over or in the event of an Event being run out of order then the All-Up Investments on Starters in that Event shall be dealt with as if the Starters were scratched and the provisions of Sub-Rules 66(1) and 66(2) shall apply "mutatis mutandis".
- (2) If scratchings in an Event result in no Place Totalizator Pool operating, the Event will be treated as abandoned for the purposes of this Rule insofar as All-Up Investments on the Place Totalizator Pool for that Event are concerned, and the provisions of Sub-Rules 66(1) and 66(2) shall apply "mutatis mutandis".
- (3) If a Meeting is abandoned prior to the first Event of an All-Up Investment series of Events or if all Selections in a nominated series of All-Up Investments are scratched, the Investment will be Refunded in full.

68. Re-Investment of Notional Dividend

Where an Investor's Selection in an Event in a nominated series of All-Up Investments is successful the Notional Dividend pertaining to that Selection shall be carried forward and invested by the Company on the Investor's Selection in the next Event of the series.

69. Payment of Dividend

- (1) Where an Investor's Selection in the final Event of a nominated series of All-Up Investments is successful the Notional Dividend pertaining to that Selection shall be payable to the Investor subject to the provisions of Sub-Rule 69(2).

- (2) The sum of any amounts payable pursuant to Sub-Rules 66(2) and 69(1) shall be payable to the Investor provided that fractions of ten cents (10c) shall be paid as ten cents (10c) where the fractions is equal to or exceeds one half of ten cents (10c).

70. Parlay Investments

- (1) Parlay Investments may be accepted by the Company if All-Up Investments are able to be accepted on four or more Events at a nominated Meeting.
- (2) An Investment may be accepted by the Company as a Parlay Investment only on such Totalizator Pools as the Company may decide and its decision shall be final.
- (3) An Investor who desires that an Investment be accepted by the Company as a Parlay Investment shall indicate to the Company:
 - (a) that the Investment is a Parlay Investment;
 - (b) the numbers of the runners nominated by the Investor in each Event of the series of four (4) Events selected by the Investor for the purpose of the Parlay Investment; and
 - (c) the Totalizator Pool on which each successive Investment in the series is to be Invested
- (4) A Parlay Investment shall be an Investment upon one Selection on either the Totalizator Win or Place Pool pertaining to each Event in a series of four Events at the same Meeting, and shall comprise thereby eleven separate All-Up Investments, being:
 - (a) the Investor's Selection on the first nominated Event, the second nominated Event, the third nominated Event and the fourth nominated Event;
 - (b) the Investor's Selection on the first nominated Event, the second nominated Event and the third nominated Event;
 - (c) the Investor's Selection on the first nominated Event, the second nominated Event and the fourth nominated Event;
 - (d) the Investor's Selection on the first nominated Event, the third nominated Event and the fourth nominated Event;
 - (e) the Investor's Selection on the second nominated Event, the third nominated Event and the fourth nominated Event;
 - (f) the Investor's Selection on the first nominated Event and the second nominated Event;
 - (g) the Investor's Selection on the first nominated Event and the third nominated Event;
 - (h) the Investor's Selection on the first nominated Event and the fourth nominated Event;
 - (i) the Investor's Selection on the second nominated Event and the third nominated Event;
 - (j) the Investor's Selection on the second nominated Event and the fourth nominated Event;

- (k) the Investor's Selection on the third nominated Event and the fourth nominated Event.
- (5) The eleven All-Up Investments comprising a Parlay Investment as listed in Sub-Rule 70(4) shall be treated as separate All-Up Investments and the provisions of Rules 64,66,67,68 and 69 shall apply separately to each separate All-Up Investment.
- (6) Notwithstanding Sub-Rule 70(5), a Parlay Investment shall be treated as a single Investment for the purpose of cancellation and Refunds, and the provisions of Rule 65 shall apply "mutatis mutandis".
- (7) Notwithstanding Sub-Rule 70(5), the sum of any amounts payable pursuant to Sub-Rule 69(2) shall not be payable to the Investor until the fourth and final Event of the Parlay series has been determined.

DIVISION 8 – MYSTERY BETTING

71. Mystery Bets

- (1) An Investment may be accepted by the Company as a Mystery Bet only on such Pools and Meetings as the Company may decide and its decision shall be final.
- (2) An Investor who desires that an Investment be accepted by the Company as a Mystery Bet shall be required to indicate to the Company only that the Investment is a Mystery Bet.
- (3) An Investor who desires that an Investment be accepted by the Company as a Mystery Bet may also select one or more of the following:
 - (a) the Meeting on which the Mystery Bet shall be placed;
 - (b) the type of Pool on which the Mystery Bet shall be placed;
 - (c) a feature Event designated by the Company on which the Mystery Bet shall be placed;
 - (d) the number of Units to be placed on the Mystery Bet; or
 - (e) that the Mystery Bet is to be a Boxed Trifecta.
- (4) If the Investor does not elect to make an indication under Sub-Rule (3) the bet shall be placed for one (1) Unit on the Trifecta Pool of the next Event to start as designated by the Company for the purpose of Mystery Betting, or where no Trifecta Pool is available on the next such Event, on the next such designated Event following upon which a Trifecta Pool is available.
- (5) If the Investor selects only the Meeting on which the Mystery Bet is to be placed the bet shall be placed for one (1) Unit on the Trifecta Pool of the next Event to start at that Meeting. Where no Trifecta Pool is available on the next Event of the Meeting selected by the Investor, the provisions of Sub-Rules 72(1) and 72(2) shall apply.
- (6) If the Investor selects only the type of Pool on which the Mystery Bet is to be placed the bet shall be placed for one (1) Unit on the Pool of the selected type on the next Event to start as designated by the Company for the purpose of Mystery Betting for which that Pool type is available.

- (7) If the Investor selects only a feature Event designated by the Company on which the Mystery Bet is to be placed the bet shall be placed for one (1) Unit on the Trifecta Pool on that Event.
- (8) If the Investor selects only the number of Units for the Mystery Bet the bet shall be placed for the selected number of Units on the Trifecta Pool of the next Event to start as designated by the Company for the purpose of Mystery Betting, or where no Trifecta Pool is available on the next such Event, on the next such designated Event following upon which a Trifecta Pool is available.
- (9) If the Investor selects only that the Mystery Bet is to be a Boxed Trifecta the bet shall be placed for half (1/2) a Unit per combination on the trifecta Pool of the next Event to start as designated by the Company for the purpose of Mystery Betting, or where no Trifecta Pool is available on the next such Event, on the next such designated Event following upon which a Trifecta Pool is available.
- (10) If the Investor selects more than one of the options available under Sub-Rule (3) the Mystery Bet shall be placed in accordance with the Investor's Selections to the extent that they are not contradictory and where such Pools, Events and Meetings selected are designated by the Company as being available for Mystery Betting.

72. No Trifecta Pool Available

If the Investor does not make an indication under either Sub-Rule 71(3)(b) or 71(3)(e) and no Trifecta Pool is available on the Events designated by the Company and indicated by the Investor for the purpose of Mystery Betting then:

- (1) the bet shall be placed for one (1) Unit on the Quinella Pool of the next Event to start as designated by the Company and indicated by the Investor for the purpose of Mystery Betting;
- (2) if no Quinella Pool is available on the Events designated by the Company and indicated by the Investor for the purpose of Mystery Betting then the bet shall be placed for one (1) Unit on the Win Pool of the next Event to start as designated by the Company and indicated by the Investor for the purpose of Mystery Betting.

73. Selection

The Selection of an Acceptor by the Company on behalf of an Investor for a Mystery Bet shall be made at random by means of a computer operated by the Company. Notwithstanding the foregoing the Company may apply weighting factors to the computer's random Selection so as to take account of the distribution of Investments already made upon those Starters in the Win Pool of the Event to which the Mystery Bet relates.