

Australian Capital Territory

## **Betting (ACTTAB Limited) Rules of Betting Determination 2009 (No 1)\***

**Disallowable instrument DI2009-100**

made under the

***Betting (ACTTAB Limited) Act 1964, s55(1) – Rules of Betting***

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### **Name of Instrument**

This Instrument is the *Betting (ACTTAB Limited) Rules of Betting Determination 2009 (No 1)*.

### **Commencement**

This instrument commences on the day after it was notified.

### **Revocation**

I revoke Instrument No. DI2008-52 dated 2 April 2008 and notified on the Legislation Register on 3 April 2008.

### **Determination**

I determine that the Rules of Betting are as specified in Schedule 1 and Schedule 2 to this Instrument. Schedule 1 to this Instrument contains the ACTTAB Limited Rules of Betting incorporating Schedule 2 to this Instrument which contains the Rules Relating to Betting Transactions in Victoria (Tabcorp Totalisator Rules).

Tony Curtis  
Chief Executive  
ACTTAB Limited

17 June 2009

\*Name amended under Legislation Act, s 60

# **RULES OF BETTING**

**ACTTAB LIMITED**

ABN 98 071 257 504

**Amended and Reprinted June 2009**

**ACTTAB Limited, pursuant to the Betting (ACTTAB Limited) Act 1964, has determined the Rules of Betting covered in Parts 1 to 5 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 Corporation 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 Corporation that provides betting facilities under the control of an Agent.

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

**All-Up Investment** means an Investment by the nomination of one or more Selections on two or more Totalisator 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 Corporation as amended from time to time.

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

**Corporation** means ACTTAB Limited operated pursuant to the *Territory-owned Corporations Act 1990* and 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 Corporation 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 Corporation via the Corporation'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 an Internet site operated by the Corporation.

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

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

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

**Linked Pools** means Totalisator Pools comprising ACTTAB Pools combined with Pools from interstate Totalisator or Totalisators.

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

**Local Pools** means Totalisator Pools operated by the Corporation.

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

**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 Corporation, occupied by or on behalf of the Corporation 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 Corporation.

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

**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 Corporation 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 Corporation is accepting Totalisator 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 Corporation 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 Corporation under a Sub-Agency Agreement.

**Ticket** means the printed ticket issued to an Investment by the Corporation.

**Totalisator** means a scheme by which Dividends are calculated on the Corporation's computer system or on behalf of the Corporation by another Totalisator on a Totalisator 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 Totalisator bets are accepted by the Corporation.
- (3) These amended Rules shall come into operation on 19 June 2009.

### **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 Totalisator, including the calculation of Dividends as provided by these Rules. The Corporation 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 Corporation's premises, or make an Investment, either personally or through another person at or through the Corporation'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 Corporation.
- (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 Corporation, its employees, an Agent or Sub-Agent may refuse to accept an Investment from any person who, in the sole opinion of the Corporation, its employees, Agent or Sub-Agent, is unruly, offensive, intoxicated, disorderly or acting to the detriment of the Corporation, 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 Totalisator will be for an Investment of one Unit.
- (2) The minimum amount to be paid by the Corporation 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 Corporation 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 Corporation.

### **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 Corporation will from time to time direct.
- (2) The Corporation, 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 Corporation 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 in any Double or Quaddie, the Investment will be transferred to the most favoured Starter, as determined by making a comparison of Win Pool Investments on the remaining Starters after all Investments have been received and collated following the close/sell time of the Event concerned.
- (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 Corporation 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 Corporation 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 Corporation is not accepting Investments.
- (3) The Corporation 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 Corporation 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 Corporation 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, Exacta and Trifecta Investments made on a race to which this Rule applies shall be Refunded.



- (3) All Double Investments are subject to the Tabcorp Totalisator Rules (Schedule 2) in the case of both unlinked local Events and Meetings and 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 Corporation. Such claims after verification at the Corporation's Head Office will be paid by cheque from Head Office. The Corporation may, as it determines, pay Dividends and refunds remaining unclaimed more than six (6) months but not more than 12 months after the date of the event concerned and may include such Dividends and Refunds as Commission. Payment of a non-refundable administration fee will be required at the time request for payment of unclaimed dividends is lodged.
- (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 Corporation, be by cheque.
- (5) Dividends on Investments made at the Corporation's on-course Offices, if not collected on-course, may be collected at any of the Corporation'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 Corporation, including the Head Office. Payment of a non-refundable administration fee will be required at the time the claim is lodged.
- (2) The Corporation 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 Corporation that the Ticket has been lost or destroyed or now is inaccessible; and
  - (b) proves to the satisfaction of the Corporation that he/she is the person entitled to the Dividend or Refund.
- (4) The Corporation may require the person making the claim to verify the claim in such manner as the Corporation requires including Statutory Declaration. The Dividend or Refund to which the claim relates will be paid at such time as the Corporation determines. The amount of expenses incurred by the Corporation, 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 Corporation 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 Corporation.

## **15 No-Smoking Areas**

- (1) The Corporation has declared that an Office or Agency of the Corporation is to be a non-smoking area.
- (2) Smoking is not permitted in a declared non-smoking area.
- (3) A person who has the management and control of a declared non-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 non-smoking area;
  - (b) request a person who is smoking in a declared non-smoking area to either:
    - (i) cease smoking immediately; or
    - (ii) leave the premises immediately.
- (4) If a person who is smoking in a declared non-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 Corporation's Liability**

The Corporation 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 Corporation's Offices or Agencies for whatever reason including but not limited to the publication whether verbally or otherwise of such reason by the Corporation;
- (2) an Investor's removal for whatever reason from the Corporation's Offices or Agencies whether or not such removal is made by the Corporation or the police or any other person, body, institution or corporation;
- (3) except in the case of negligence by the Corporation, any personal injury suffered by an Investor as a result of having been on the Corporation'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 Corporation's call back;
- (10) telephone calls terminated by the Corporation;
- (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 Corporation;
- (14) the disclosure of transactions on an Investor's Betting Account or the accuracy thereof where that disclosure is made by the Corporation 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 Corporation at its Offices, Agencies or Sub-Agencies concerning any Event;
- (16) reliance upon any inaccurate statement made by a person other than the Corporation in respect of any matter relating to the Investor or to the Corporation or to any Selections;
- (17) reliance upon any inaccurate statement made by any person whatsoever (including the Corporation) in respect of any matter relating to the Investor or to the Corporation 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 Corporation'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 Corporation's Internet site;
- (23) the Internet Investment is not received and processed by the Corporation; and
- (24) access by the Investor to any Internet site via links from the Internet site of the Corporation.

## **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 Corporation, giving such information as is required by the Corporation 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 Corporation 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 Corporation 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 Corporation 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 Corporation such amount as is necessary to remove that debit. If the Depositor has more than one Betting Account, the Corporation 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 or the Betting Account has a zero balance for a period of not less than six (6) months, the Corporation may, as it determines, consider the account to be dormant;
    - (b) The Corporation will provide the Depositor with a notice period to:
      - close the Betting Account; or
      - utilise the Betting Account for the purpose of making investments;The Corporation will accordingly comply with the direction given by the Depositor.
    - (c) If the Betting Account is not utilised for the purpose of making investments or closed during the notice period, the Corporation may retire the Betting Account by applying an administration fee to the Betting Account and include as Commission the amount of money standing to the Depositor's credit in the Betting Account.
    - (d) The Depositor may subsequently request that the Corporation re-activates the Betting Account or refunds to the Depositor the moneys included as Commission in accordance with Sub-Rule 17 8 (c). In this event the Corporation may, at its discretion, apply an administration fee before the Betting Account is re-activated or the moneys refunded.
  - (9) The Corporation 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 Corporation.

## **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 Corporation 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 Corporation.
- (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 Corporation 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 Corporation and signed by the Depositor or issued by a bank.
- (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 Corporation's Offices or Agencies in accordance with instructions received from the Depositor. Instructions shall be in such form as the Corporation 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 Corporation Office or Agency.
- (2) The Corporation or any employee or Agent of the Corporation 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 Corporation 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 Corporation.
- (5) No instructions or amendments to previous instructions will be acted upon unless received by telephone or letter signed by the Depositor.
- (6) The Corporation 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 Corporation.
- (4) The Investment shall not be deemed to have been accepted until the Corporation 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 Corporation 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 Corporation varies from the Investment requested or intended by the Depositor, the Investment binding on the Corporation 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 Corporation or its employees.
- (2) Notwithstanding the foregoing, the Corporation 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 Corporation 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 Corporation from time to time.
- (6) The Investment submitted by the Investor shall be accepted and confirmed by the Corporation upon allocation by the Corporation 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 Corporation accepts no responsibility for disputed transactions or for transactions made by the Investor on his or her Betting Account.
- (3) The records of the Corporation shall be conclusive evidence of and be deemed to be the true and correct record of all Internet Investments.
- (4) The Corporation may cease to provide access to an Investor to the Internet site of the Corporation 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 Corporation shall be true and correct and that he or she will immediately notify the Corporation of any change to the information.
- (6) The Investor agrees to the use by the Corporation 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 Corporation may change the information or the format of the information on the Internet site of the Corporation at any time without notice to the Investor.
- (8) By making an Investment via any means of communication provided by the Corporation, 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 Corporation'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 Corporation's Offices and Agencies and when Sub-Agencies are open for the acceptance of Investments. The Corporation or any employee or Agent of the

- Corporation 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 Corporation to the Selection, the amount and type of the Investment and such other information as may be required by the Corporation to identify the Investment to be made.
  - (4) The Corporation 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 Corporation 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 Corporation 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 Corporation 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 therefore 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 Totalisator or is one for which the Corporation 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 Corporation, 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 Totalisator 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 Totalisator.

## **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 Totalisator**

- (1) The Corporation may transmit all or part of the Investments in any Pool to an interstate Totalisator, in which case the Dividend declared by that Totalisator 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 Totalisator not being able to declare Dividends in a reasonable timeframe, the Corporation may declare a Dividend payable by another interstate Totalisator.
- (3) Where there is no Totalisator Pool conducted by another interstate Totalisator for which the Corporation 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 Corporation due to a system failure of the nature specified in Sub-Rule (2) and the Corporation is of the opinion that the Dividend declared by another interstate Totalisator or the official starting price of a Starter as declared by the Club conducting the Meeting, is so different to that which the Corporation might expect in the circumstances having regard to available evidence at that time as to the number of Investments received for that Totalisator Pool, the Corporation may declare a Dividend based on the ACTTAB Investments only.
- (5) At its absolute discretion, the Corporation 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 Totalisator under Sub-Rule (1).
- (6) When the Corporation offers to pay all or part of the difference between any Dividend declared based on local Investments and that finally declared by the Interstate Totalisator, the offer will be limited to Investments made prior to any decision by the Corporation to cease Investments to the interstate Totalisator and operate on Local Pools only. The Corporation will notify customers by messages sent to Offices, Agencies and Sub-Agencies and to relevant media



outlets. The Corporation'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 event that the Corporation establishes local pools, dividends will be calculated and paid in accordance with Tabcorp's Totalisator Rules. A copy of the Tabcorp Totalisator Rules is attached at Schedule 2 to the Instrument.

**RULES RELATING TO BETTING TRANSACTIONS  
IN VICTORIA**

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## 1. INTERPRETATION

1.1 In these rules, if not otherwise inconsistent with the context:

**"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.

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

**"Account Number"** means the number provided to the Investor, and which allows the Investor to place Investments via the Internet.

**"Act"** means the Gambling Regulation Act 2003 (Victoria), and regulations made thereunder, as the same may be amended from time to time, and any successor legislation and regulations which may be made from time to time for the regulation of Totalisator operations in Victoria.

**"Advertised Starting Time"** means the starting time of an Event as advised and or displayed from time to time by the Betting Operator or by the Controlling Body.

**"Betting Account"** means an Account which can be used by an Investor to make a Betting Account Investment.

**"Betting Account Centre"** means a Betting Account Centre of the Betting Operator.

**"Betting Account Investment"** means an Investment made against a Betting Account.

**"Betting Operator"** means the operator of the wagering licence pursuant to the Act.

**"Betting Voucher"** means a betting voucher issued by the Betting Operator.

**"Bet Types"** means the types of Investment more particularly described in Rule 3.7.

**"Card"** means a card or such other like device as may be used by an Investor to place an Investment.

**"Cash Outlet"** means any office at which the Betting Operator receives cash investments direct from the public.

**"Club"** means a racing club, harness racing or greyhound racing club.

**"Commission"** means the statutory deduction under the Act to be deducted from the amount paid into a Totalisator and expressed as the maximum commission percentage to be deducted for each bet type,

including the International Pooled Bet type in the Totalisator Maximum Commission Deductions and Win Rates Table as referred to in appendix A.

**"Competitor"** means any person, team, animal or object that is a competitor in any Event upon which the Betting Operator is accepting Investments and includes a contestant.

**"Controlling Body"** means the body or authority controlling the conduct of the Event upon which a Totalisator is operating.

**"Credit Balance"** means the monetary value attributed to an Account or Card from time to time comprising the amount deposited to open the Account or to purchase the Card together with the value of all monetary winnings and deposits credited to the Account or Card less the value of all bets and withdrawals debited to the Account or Card.

**"Dividend"** means the amount declared to be payable in respect of any Event and includes the unit of investment.

**"Double"** means the Daily Double, Feature Double, and Running Double Bet Types.

**"Enhanced Pay TV Betting Service"** means a betting service operated by the Betting Operator via a Pay TV service provider which receives Investments.

**"Event"** means a race, match, game, round, fight, exercise, sport or sporting competition or any part or parts thereof or contingency nominated by the Betting Operator as being available for selection.

**"Field"** means a Selection that denotes all Competitors in an Event at the time the Investment is placed.

**"Flexi Bet"** means a bet on a type of totalisator as described in Rule (a) where the amount of the investment on each combination covered by the bet is a percentage of the unit of Investment.

**"Flexi Bet Enabled"** means a Flexi Bet on Trifecta, First 4, Quaddie, or BIG6

**"Form Guide"** means a written summary of the previous performances of each Competitor in an Event.

**"Formula Number"** denotes the number of Events in which the Selections in a Parlayed Investment must result in a Dividend or Refund in order for the Parlay Investment to be successful. An Investment is known as **"All-Up"** when the **Formula Number** is the same as the number of Events selected.

**"International Pooled Bet"** means an Investment on a bet type as described in Rule 3.7 and placed on an event conducted in a foreign jurisdiction and where the Betting Operator accepts the Investment and transmits the Investment for inclusion in the totalisator pool conducted by

an operator in a foreign jurisdiction for the purpose of calculating a dividend.

**“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 from the Betting Operator via the Betting Operator’s web-site that acknowledges that an Internet Investment has been placed by an Investor.

**“Internet Betting System”** means a web-site operated by the Betting Operator which receives Internet Investments.

**“Internet Investment”** means an Investment made on an Account via a web-site operated by the Betting Operator.

**“Investment”** means an amount of money which has been paid into a Totalisator in respect of any Event at a Meeting.

**“Investment Request”** means an offer of an Investment made by an Investor to the Betting Operator.

**“Investor”** means any person conducting or attempting to conduct a Transaction at or through a Totalisator Office.

**“Leading Team”** means the team that at a designated part of an Event has obtained a progressive score in excess of the opposing team.

**“Meeting”** means the venue and date upon which any Event upon which the Betting Operator is accepting Investments is conducted.

**“Minimum Dividend”** means the Minimum Dividend ascertained in accordance with Rule 16.

**“Major Dividend”** means in relation to **BIG6** and subject to Clause 15 an Investment containing winning Selections in 6 Events where the percentage of the dividend pool for this Dividend equals 90%.

**“Minister”** means the Minister for the time being responsible for the administration of the Act.

**“Multi-leg Pool”** means a Pool across several events - Quaddie, Daily Double, Running Double and BIG6.

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

**“Parlay Investment”** is an Investment in respect of which any resultant Dividend or Refund shall be re-invested in a subsequent Totalisator or Totalisators at the same Meeting in accordance with the Investor’s irrevocable instructions given at the time of Investment and **“Parlay Re-investment”** is the amount of Dividend or Refund re-invested in a Totalisator in accordance with an Investor’s irrevocable instructions,

provided that where the Formula Number denoted by the Investor is "1" the Investment does not result in any re-investment.

**"Password"** means the password selected by an Investor to access his or her Account in the Internet Betting System.

**"PIN"** means Personal Identification Number or other means of identification in the form required by the Betting Operator.

**"Pool"** means the amount of money paid into a Totalisator which, after adjustment in accordance with the Act and after any Refunds are made, is available by way of Dividend to Investors who have made the appropriate Selection on a Totalisator. The Pool may consist of a jackpot pool, Seeded Jackpots and a dividend pool as set out in Rule 13.

**"Racing Totalisator"** means a Totalisator conducted pursuant to the Act and for the purposes of these Rules includes Win, Place, Quinella, Trifecta, Exacta, First 4, Daily Double, , Feature Double, Running Double,, Quaddie, BIG6, and Duet.

**"Refund"** means the amount of an Investment made in a Totalisator that is repayable to an Investor (whether wholly, which is referred to in these Rules as refund of the Investment, or partly, which is referred to in these Rules as refund of the Pool) in accordance with these Rules.

**"Rules of Racing"** means the Rules of Racing for the time being in force of the Racing Victoria Ltd, Harness Racing Victoria, or of Greyhound Racing Victoria (as the case may be).

**"Seeded Jackpots"** means additional Investments ("Top Ups") in certain Pools, at selected times at the sole discretion of the Betting Operator in accordance with clause 3.10.

**"Score"** means the points sum of goals and points scored, and **"Score Range"** means a range of points within which an Investor selects the winning margin of an Event, which Score Ranges are more particularly described in Rule 17.

**"Scratching"** means the withdrawal of a Competitor for any reason whatsoever prior to the start of the Event in which it is a Competitor.

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

**"Self-Service Terminal"** means a terminal supplied by the Betting Operator for the purpose of allowing Investors to make Investments on Events and without limiting the generality thereof includes any licensed computer program or mechanical, electronic or other form of device, contrivance or machine which upon insertion of a PIN, password, Account Card, Card or the like enables the Investor to make Investments.

**"Sports Totalisator"** means a Totalisator conducted pursuant to the Act, and for the purpose of these Rules includes FootyWin, Footy Double,

Footy Xtra Double, Half /Full Double, Half /Full Xtra Double, Quad, Quarter Quad, Tip 7, and, Tip 8.

**"Subsidy"** means in relation to a Pool or part of a Pool the amount that is sufficient to enable the Minimum Dividend to be declared in respect of that pool or part.

**"Supplementary Dividend"** means in relation to BIG6 and subject to Clause 15 an Investment containing winning Selections in 5 Events where the percentage of the dividend pool for this Dividend equals 10%.

**"Three Place Dividends Race"** means an Event which has a field of 8 or more Competitors at the time of official Scratchings on the Event, notwithstanding any late Scratching.

**"Ticket Serial Number"** means the unique numerical identifier allocated to each Transaction and contained in the Internet Betting Receipt.

**"Ticket"** means the printed ticket issued to an Investor by the Betting Operator.

**"Totalisator"** means a scheme by which Dividends are calculated on the Betting Operator's computer system on a pari-mutuel basis and, for the purpose of these Rules, includes the Bet Types.

**"Totalisator Office"** means any premises operated and/or occupied by or on behalf of the Betting Operator pursuant to the provisions of the Act and includes any Cash Outlet, Self-Service Terminal, Internet Betting System and Betting Account Centre.

**"Transaction"** includes "bet", "wager", "deposit", "investment", "refund" and "withdrawal".

**"Two Place Dividends Race"** means an Event which has a field of 5-7 Competitors at the time of official Scratchings on the Event, notwithstanding any late Scratching.

**"Winning Team"** means the team that is the winner at the conclusion of the Event.

- 1.2 Where the context permits, the singular includes the plural, references to gender or the neuter includes both genders and the neuter and references to persons are to natural persons.
- 1.3 These Rules shall be governed and construed in accordance with the laws of the State of Victoria, Australia.

## **2. EFFECTIVE DATE, PURPOSE AND APPLICATION OF RULES**

These Rules are made on 24 September 2008 and come into operation on 20 October 2008.

- 2.1 The purpose of these Rules is to make provision for the management and control of Totalisators and the conditions under which Transactions will be

conducted at or through Totalisator Offices and for matters incidental to the operation of the Act.

- 2.2 A copy of these Rules shall be exhibited in each Cash Outlet in a position readily accessible to the public.
- 2.3 These Rules shall apply to all Transactions conducted at or through a Totalisator Office.

### **3. GENERAL CONDITIONS RELATING TO TRANSACTIONS AT OR THROUGH TOTALISATOR OFFICES**

#### **3.1 APPLICATION OF THE GAMBLING REGULATION ACT 2003 AND RULES OF THE CONTROLLING BODY**

- (a) Any Investor, or any person being on any premises at which the Betting Operator accepts Investments, shall be deemed to accept and be bound by the relevant provisions of the Act, copies of which shall be available at the Head Office of the Betting Operator on demand.
- (b) Transactions conducted at or through a Totalisator Office are subject where appropriate to the Rules of the Controlling Body of the Event, including the provisions in respect to the entry, acceptance, withdrawal, or disqualification of persons, animals or teams or objects, to the running of races, the conduct of Meetings, to the powers of the stewards appointed by the relevant Controlling Body (including but not limited to the powers of stewards to request the disclosure of information pertaining to Accounts or Transactions) or any other tribunal, and to the procedures governing the operation of the Totalisators.
- (c) If the stewards appointed by the relevant Controlling Body request the disclosure of information pertaining to Accounts or Transactions, the Investor shall be deemed for the purposes of the Act to have consented to the Betting Operator providing such information to the stewards.

#### **3.2 PERSONS PROHIBITED FROM INVESTING**

- (a) Investments made by or on behalf of or deposits lodged by persons under the age of eighteen (18) years will not be accepted.
- (b) Dividends, Withdrawals or Refunds will not be paid or made to persons under the age of eighteen (18) years.
- (c) No person who is prohibited under or by virtue of the Rules of Racing from entering upon the premises of any racecourse shall enter upon the premises of a Totalisator Office or invest, or through an agent invest, at or through a Totalisator Office.
- (d) The Betting Operator may refuse to accept an Investment from any person who in the sole opinion of the Betting Operator is unruly,



offensive, drunk or drugged, disorderly or acting to the detriment of the Betting Operator, its customers or its operations.

### **3.3 ACCEPTANCE, REJECTION AND LIMITATION OF INVESTMENTS**

- (a) Investments at or through any Totalisator Office will be accepted only for such Events or Meetings as the Betting Operator shall from time to time direct.
- (b) The Betting Operator or the person in charge at any Totalisator Office shall be entitled to reject part or all of any Investment at any time and without giving any reason.
- (c) The Betting Operator or the person in charge at any Totalisator Office shall be entitled to decline to cancel part or all of any Investment at any time where in the sole opinion of the Betting Operator or such person it would be detrimental to the Betting Operator, its customers or its operations to allow the Investor to cancel the Investment.

### **3.4 UNIT OF INVESTMENT**

Except in the case of Flexi Bets:

- (a) The base unit for all types of Investment shall be fifty (50) cents.
- (b) FootyWin Investments may only be made in multiples of one (1) dollar.
- (c) (c) Tip 7 and Tip 8 Investments may only be made in multiples of five (5) dollars.

### **3.5 FLEXI BETS**

- (a) In the case of a Flexi Bet, the minimum amount that may be invested on a totalisator in a single bet is the greater of:
  - (i) 1 cent for each combination covered by the bet; or
  - (ii) *an amount determined by the Betting Operator.*
- (b) Flexi Bets are available on a Trifecta, First 4, Quaddie, BIG6 or any other totalisator as otherwise determined by the Betting Operator.
- (c) The amount invested on each combination covered by a Flexi Bet is determined by dividing the total amount of the Flexi Bet by the number of combinations covered by the Flexi Bet (with any fractions rounded down to the nearest ten thousandth of a cent (i.e. rounded down to four decimal places).
- (d) Any amount resulting from rounding down the amount covered by a combination covered by a Flexi Bet to the nearest ten thousandth of

a cent forms part of the investment pool of the relevant totalisator upon which the Flexi Bet is made.

### 3.6 DIVIDENDS

- (a) The Dividend calculated and declared on the Betting Operator's computer system shall be for an Investment of one (1) base unit.
- (b) The Dividend displayed and notified to Investors may be based on one (1) base unit or, at the Betting Operator's discretion, may be expressed as a multiple of up to two (2) base units.

### 3.7 BET TYPES

- (a) **"BIG6"** is an investment on 6 or more selections over 6 Events, nominated by the Betting Operator, on the chance that a combination of those 6 selections will fill first place in those Events. The order that the Events are originally scheduled shall be the order that will be used for selections in all circumstances regardless of when the Event is run.
- (b) **"Daily Double"** is an Investment on two Events designated by the Betting Operator at the same Meeting on the chance that a combination of two Selections shall fill first places in those Events.
- (c) **"Duet"** is an Investment on an Event which in the case of a field that, as at the time of final Scratching(s) on the Event notwithstanding any late Scratching, consists of 8 or more Competitors, requires any two selections to finish in the first three places (irrespective of order) in that Event. It is not available if the field is 7 or less at the time of final Scratching(s) or the field is 4 or less.
- (d) **"Exacta"** is an Investment on an Event on the chance that a combination of two Selections shall fill first and second places in the order specified in that Event.
- (e) **"Feature Double"** is an Investment on two Events at different Meetings on the chance that a combination of two Selections shall fill first places in those Events.
- (f) **"First 4"** is an Investment on an Event on the chance that a combination of four Selections shall fill first, second, third and fourth places in order in that Event.
- (g) **"Footy Double"** and **"Footy Xtra Double"** are Investments on two Events on the chance that a combination of two Selections shall be the winners of those Events or draw those Events and in the case of the winners shall also attain a specified Score Range in respect of each Event.
- (h) **"Footy Win"** is an Investment on an Event on the chance that a Selection shall be the winner of that Event and in the case of the winner shall also attain a specified Score Range in respect of the

Event. For the purpose of this bet type, where in an Event a draw occurs both Competitors shall be deemed as winners and the lowest Score Range for both the home and away teams shall include a draw in the Event.

- (i) **"Half /Full Double" and "Half /Full Xtra Double"** are Investments on two parts of an Event on the chance that a combination of two Selections shall be correct in respect of those parts of that Event and other than in the case of draw Selections shall also attain a specified Score Range in respect of those parts of the Event.
- (j) **"Place Bet"** is an Investment on an Event which in the case of a field that, as at the time of final Scratchings on the Event notwithstanding any late Scratching, consists of 8 or more or 5 - 7, requires the Selection to finish in the first three or first two places respectively. It is not available if the field is 4 or less.
- (k) **"Quad"** is an Investment on four Events on the chance that a combination of four Selections shall be the winners of those Events or draw those Events and in the case of the winners shall also attain a specified Score Range in respect of each Event.
- (l) **"Quaddie"** is an Investment on four Events at the same Meeting with no Brackets on the chance that a combination of four Selections shall fill first places in those Events.
- (m) **"Quarter Quad"** is an Investment on four parts of an Event on a chance that a combination of four Selections shall be correct in respect of those parts of that Event and other than in the case of draw Selections shall also attain a specified Score Range in respect of those parts of the Event.
- (n) **"Quinella"** is an Investment on an Event on the chance that a combination of two Selections shall fill first and second places (irrespective of order) in that Event.
- (o) **"Running Double"** is an Investment on two consecutive Events at the same Meeting on the chance that a combination of two Selections shall fill first places in those Events.
- (p) **"Tip 7"** is an Investment on seven Events on the chance that a combination of seven selections shall be the winners of those Events.
- (q) **"Tip 8"** is an Investment on eight Events on the chance that a combination of eight Selections shall be the winners of those Events.
- (r) **"Trifecta"** is an Investment on an Event on the chance that a combination of three Selections shall fill first, second and third places in order in that Event.
- (s) **"Win"** is an Investment on an Event on the chance that a Selection will fill first place in that Event.

- (t) **“International Pooled Bet”** is an Investment on an Event in a bet type referred to in rule 3.7 as agreed between the Betting Operator and the operator in the foreign jurisdiction from time to time and notified to Investors prior to the commencement of the Event.

The commission rates for bet types offered on an International Pooled Bet can be viewed on the Betting Operator’s web-site at [www.tab.com.au](http://www.tab.com.au) or at retail agencies upon request.

### 3.8 LIMITATION OF BETTING OPERATOR'S LIABILITY

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 arising out of or as a consequence of any of the following:

- (a) The refusal of admission to the Betting Operator's premises for whatever reason including but not limited to the publication whether verbally or otherwise of such reason by the Betting Operator.
- (b) An Investor's removal for whatever reason from the Betting Operator's premises whether or not such removal is made by the Betting Operator or the police or any other person, body, institution or corporation.
- (c) Except in the case of negligence by the Betting Operator, any personal injury suffered by an Investor as a result of having been on the Betting Operator's premises.
- (d) The loss of an Account Card or Card.
- (e) Any payment made to the bearer of an Account Card or Card where an Investor alleges that the payment was made to the wrong person.
- (f) The unauthorised use of a PIN by any person whatsoever.
- (g) Failure by the Investor to rectify inaccurate or omitted Investment details when such details are read back or not read back to the Investor or are issued on or omitted from a Ticket.
- (h) Alleged inaccurate or omitted Investment details where the Investor is incoherent or offensive.
- (i) Alleged inaccurate or omitted Betting Account Investment details where the Investor or any third party interferes with the Betting Operator's call-back.
- (j) Telephone calls terminated by the Betting Operator.
- (k) Delivery of cheques or any transfer made to the bank account of an Investor.

- (l) Early or late closure of sales caused by any reason whatsoever.
- (m) Any systems, communication or equipment malfunction which is beyond the reasonable control of the Betting Operator.
- (n) The disclosure of transactions on an Investor's Account or the accuracy thereof where that disclosure is made by the Betting Operator under the Act or any law.
- (o) Reliance upon any inaccurate statement made by the Betting Operator in respect of any matter relating to the Investor or to the Betting Operator or to any Selections except where that inaccuracy is due to the negligence of the Betting Operator and the Betting Operator has not taken reasonable steps to correct that inaccuracy.
- (p) Reliance upon any inaccurate statement made by a person other than the Betting Operator in respect of any matter relating to the Investor or to the Betting Operator or to any Selections.
- (q) Reliance upon any inaccurate statement made by any person whatsoever (including the Betting Operator) in respect of any matter relating to the Investor or to the Betting Operator or to any Selections where such statement is manifestly inaccurate.
- (r) Reliance upon any Form Guide or tipping displayed.
- (s) Unauthorised use of the Investor's Account.
- (t) Alleged inaccurate or omitted Internet Investment details where the Investor has confirmed the Investment Request in accordance with Rule (f).
- (u) Use of, participation in or inability to obtain access to the web-site for the purpose of making an Internet Investment.
- (v) The Investor's computer becoming infected with a virus as a result of connecting to the web-site of the Betting Operator.
- (w) The Internet Investment is not received and processed by the Betting Operator.
- (x) Access by the Investor to any web-sites via links from the web-site of the Betting Operator.

### **3.9 POOLING WITH FOREIGN JURISDICTIONS**

- (a) When the Betting Operator chooses to guest into a foreign jurisdiction (host) pool it will be responsible for transmitting all Investments on International Pooled Bets to the operator in the foreign jurisdiction for inclusion in the appropriate pools and to pay dividends to Investors.

- (b) The betting rules of the operator in the foreign jurisdiction will apply for Investments on International Pooled Bets and together with commission rates for International pooled Bets can be viewed on the Betting Operator's website – [www.tab.com.au](http://www.tab.com.au) or at retail agencies upon request.

### 3.10 SEEDED JACKPOTS

- (a) The Betting Operator may include a Seeded Jackpot amount in a Pool at the sole discretion of the Betting Operator.
- (b) Subject to (c), if a Pool includes a Seeded Jackpot amount and there is no winner, the Seeded Jackpot amount remains in the Pool and cannot be reclaimed by the Betting Operator .
- (c) In the event that all bets from the Pool that includes a Seeded Jackpot amount are refunded to Investors, the refunds will not include the Seeded Jackpot amount and the Betting Operator can reclaim the Seeded Jackpot amount.
- (d) The Seeded Jackpot amount included by the Betting Operator will form part of the total Dividend for that Pool.
- (e) The Betting Operator will advise Investors at least 72 hours before the Event to which the Seeded Jackpot Amount is applicable via the Betting Operators' sales channels, and in the media.
- (f) Where the Pool includes a Seeded Jackpot amount, this will be clearly presented to the Investor so that the Investor is aware of:
  - (g) the customer Investment amount in the Pool; and
  - (h) the Seeded Jackpot amount.

*The Betting Operator will use reasonable endeavours to ensure that where Seeded Jackpots are included in a Pool, they are presented to Investors in the following format, **Jackpot amount brought forward: [insert name of bet type] \$x [pool total above does not include Jackpot amount]**.*

## 4. ESTABLISHMENT AND OPERATION OF ACCOUNTS AND PURCHASE OF CARDS AND BETTING VOUCHERS

### General

- 4.1 For the avoidance of doubt, as per rules (a), and (h), the persons listed at those rules are not authorised to open an Account.
- 4.2 An Account may be opened and a Card may be purchased for a minimum value determined by the Betting Operator from time to time.
- 4.3 For the purposes of opening an Account or purchasing a Card or a Betting Voucher, Investors must complete all documentation and provide all information required by the Betting Operator.

- 4.4 A receipt will be given for the funds then deposited. Unless the amount of any deposit is a multiple of five (5) cents, the deposit will be rounded down to the nearest five (5) cents.

#### Provisions Relating to Accounts and Cards

- 4.5 An authority will be issued to the value of the deposit to those Investors who the Betting Operator approve may open an Account.
- 4.6 An Investor who is approved as an Account holder may be required to provide a PIN for an Account
- 4.7 Subject to Rule 0 an Account may be opened or a Card purchased with:
- (a) Cash, or
  - (b) Travellers' cheques or cheques made payable to the Betting Operator, or
  - (c) Betting Vouchers issued by the Betting Operator, or
  - (d) Electronic transfer of funds
- but no Investment or withdrawal of funds against deposits referred to in Rule (c) will be accepted up to seven (7) banking days after the deposit and provided the Betting Operator has not received notice of dishonour.
- 4.8 The Betting Operator shall be entitled to refuse any application for an Account without providing a reason for refusal.
- 4.9 A separate record will be kept of each Account Card and of transactions made against it.
- 4.10 The records referred to at Rule 0 will be retained:
- (a) in the case of computerised Account records for a period of twelve (12) months;
  - (b) in the case of computerised Card records for a period of not less than three (3) months;
  - (c) in the case of voice-tape records, for a period of fourteen (14) days; after the date of the transactions concerned.
- 4.11 Statements detailing the transactions made using an Account will only be forwarded upon the request of the Investor and will be subject to such charges as are nominated from time to time by the Betting Operator.
- 4.12 An Account holder must notify the Betting Operator in writing of a change of name and/or address within fourteen (14) days of the change.
- 4.13 Subject to these Rules an Account holder may withdraw any part of the Credit Balance from or close an Account and receive any Credit Balance upon:

- (a) presentation of the Account Card to the Betting Operator and upon provision of the appropriate PIN; or
- (b) presentation of a statutory declaration attesting to the circumstances of the loss of the Account Card, together with such proof of identity of the person as the Account holder as may be reasonably required by the Betting Operator;

provided that if any part of the Credit Balance is represented by deposits that are uncleared funds or an electronic funds transfer from a credit card, that part may not be withdrawn by an Account holder.

- 4.14 The Betting Operator may in its absolute discretion close any Account without giving reasons and without prejudice to the generality of the foregoing may exercise such discretion if:
- (a) the Account has not been operated for at least twenty-four (24) months or has a zero balance provided that before any Account is closed pursuant to this sub-rule, the Betting Operator shall provide three (3) months written notice to the Account holder of its intention to do so;
  - (b) the Account has been operated in breach of any Rules or policies made by the Betting Operator;
  - (c) more than one of the same type of Account is opened for the same person;
  - (d) incomplete or inaccurate details are given on the application form for the opening of the Account; or
  - (e) the Account holder has breached any law which in the reasonable opinion of the Betting Operator would warrant the closure of the Account.
- 4.15 Upon the closure of an Account pursuant to Rule 0 the Betting Operator shall transfer any Credit Balance to the bank account nominated by the Account holder on the original application form or as may have been notified to the Betting Operator.
- 4.16 In the event that the bank account referred to in Rule 0 is no longer open, the Betting Operator shall take such steps as it shall consider reasonable to obtain an address for settlement of the Account and shall in any event serve written notice on the Account holder at the address last notified to the Betting Operator that the bank account has been closed and that the Credit Balance of the Account if not claimed by the Account holder within a period of not less than 12 months shall be treated as unclaimed moneys for the purpose of any applicable legislation (including the Unclaimed Moneys Act 1962 (Victoria)).
- 4.17 Subject to these Rules and any statutory requirement an Account holder may close an Account upon written request.



- 4.18 Upon closure pursuant to Rule 0 the Betting Operator shall transfer any Credit Balance to the address last notified to the Betting Operator by the Account holder.
- 4.19 Cards shall be transferable and shall only be valid for seven (7) days from the date of purchase. Any Credit Balance on a Card during the period of validity shall be paid to the bearer of the Card upon presentation for payment to the Betting Operator.
- 4.20 At the expiration of the period of validity any Credit Balance on a Card may be claimed by the bearer for a period of twelve (12) months from the date of purchase of the Card by lodging a claim in the approved form with the Betting Operator.
- 4.21 In making payments under Rules 0, 0 and 0 the Betting Operator shall not be obliged or concerned to inquire as to the legal rights of the bearer of the Account Card or Card as the case may be or to the ownership or possession of the Account Card or Card as the case may be.
- 4.22 At the expiration of the period of twelve (12) months from the date of purchase of the Card the Credit Balance of an un-presented Card shall be forfeited to the Betting Operator or disposed of in accordance with any applicable legislation.
- 4.23 If an Account does not have any Investments recorded against it for a period of six (6) months or more, or if an Account is used predominantly for a purpose of other than placing Investments, the Betting Operator may charge against the credit balance of the Account a monthly account management fee, the amount of which shall be determined by the Betting Operator, for a maximum of eighteen (18) months or until the account balance is zero, whichever occurs first, provided that before any monthly account management fee is charged pursuant to this Rule the Betting Operator shall provide thirty (30) days written notice to the Account holder of its intention to do so.

#### Provisions Relating to Betting Vouchers

- 4.24 Vouchers are issued to a minimum value as determined by the Betting Operator from time to time to provide a credit on presentation to the Betting Operator.
- 4.25 On presentation the bearer will be entitled to make Investments to the full credit amount of the Betting Voucher either in Cash Outlets or in the form of credit to an Account or Card.

### **5. CLOSING TIME FOR INVESTMENTS**

- 5.1 Subject to Rule 0, the close of sales for Investments on an Event is the start of the Event.
- 5.2 The Betting Operator may at its option close selling on an Event before the start of the Event (whether that is 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 Betting Operator is not accepting Investments.

- 5.3 The Betting Operator may at its option re-open selling on an Event which it has previously closed in accordance with Rule 0 or in the case of an Event which is re-run.
- 5.4 Any Investments accepted by the Betting Operator after the start of an Event shall be void and will be refunded to Investors.
- 5.5 It is the responsibility of an Investor to allow sufficient time for the placing and processing of the Investment before the close of sales on an Event.
- 5.6 If any of the Events selected to form part of a Multi-leg Pool are abandoned, selling on that Multi-leg Pool must cease.

## **6. PLACING OF INVESTMENTS**

### **6.1 GENERAL CONDITIONS**

- (a) Subject to Rule 5, Investments may be made during such times and for such Events as the Betting Operator may from time to time direct.
- (b) The Investor shall supply such information as may be required to identify clearly the Investment to be made on the Event concerned.
- (c) Investments will be accepted in the manner set out in this Rule 6 in Cash Outlets, or by telephone, post or other approved means against a Credit Balance.
- (d) When investing into a Multi-leg pool, the order that the Events are originally scheduled by the Betting Operator shall be the order that will be used for selections in all circumstances regardless of when the Event is run.

### **6.2 SELF SERVICE TERMINAL INVESTMENTS**

- (a) Subject to any specific instruction or direction contained in these Rules, the Betting Operator will ensure that adequate instructions and/or directions are made available to Investors on how to operate a Self Service Terminal.
- (b) Investors shall only operate a Self Service Terminal in accordance with the instructions referred to in Rule (a) and/or any applicable supplementary rules.

An Investor shall bring to the prompt attention of the Betting Operator any incorrect operation or failure to operate of a Self Service Terminal.

- (c) Investments using a Self Service Terminal may only be made using Betting Vouchers, bank notes or an Account Card against a Credit Balance as payment for Investments.

- (d) The Investor shall not tilt, rock, tamper with or interfere with a Self Service Terminal in any manner.
- (e) Any Investment made by an Investor which is not recorded or registered as a result of a failure by a Self Service Terminal to operate correctly or at all in accordance with the Investor's instructions shall be refunded or credited to the Investor to the extent that such Investment exceeds the winnings payable to the Investor in respect of that Investment.
- (f) An Investor shall satisfy himself or herself that all the details of the Investment as entered by the Investor are correct prior to confirming the Investment.
- (g) Upon confirmation of the Investment by the Investor, the Investor may only cancel, amend or replace the Investment in accordance with Rule 8 at a Cash Outlet at which it is possible to cancel, amend or replace the Investment with assistance from staff of the Cash Outlet.

### **6.3 BETTING ACCOUNT, POSTAL AND CASH OUTLET INVESTMENTS**

- (a) In Cash Outlets, only Betting Vouchers, bank notes and coins, or an Account Card against a Credit Balance will be accepted as payment for Investments.
- (b) Betting Account Investments may only be made against a Credit Balance.
- (c) Postal Investments may only be made against a Credit Balance and by prior arrangement with the Betting Operator in accordance with instructions issued by the Betting Operator.
- (d) Before an Investment can be accepted the Investor must indicate clearly the Account Number and PIN of a Betting Account (if applicable) and the Meeting, Event, Selection, Bet Type, the amount of the Investment and such other information as may be required by the Betting Operator to identify the Investment to be made.
- (e) The Betting Operator shall provide the Investor with confirmation of the Investment:
  - (i) In the case of a Betting Account Investment, by calling back the Investment details recorded against the Investor's Account; and
  - (ii) in the case of Cash Outlets, by the issue of a Ticket bearing the Investment details.
- (f) Subject to the provisions of Rule 0 the Investor shall be deemed to accept the Investment confirmed to him, unless:
  - (i) In the case of a Betting Account Investment, the Investor corrects any error or omission at the conclusion of the call back; or

- (ii) In the case of Cash Outlets, the Investor corrects any error or omission immediately after the issue of the Ticket.
- (g) The following additional provisions apply to Investments against a Betting Account:
  - (i) The Investor shall use only those telephone numbers notified by the Betting Operator;
  - (ii) the Investor shall not talk at the time of the call-back, nor in any way interfere with the call-back;
  - (iii) if the Investor requests that no call-back be given, no claims shall be entertained by the Betting Operator.
- (h) In the case of a Betting Account Investment using interactive voice response or natural language speech recognition technology:
  - (i) An Investor shall satisfy himself or herself that all the details of the Investment as entered by the Investor are correct prior to confirming the Investment;
  - (ii) Upon confirmation of the Investment by the Investor the Betting Operator will make reasonable endeavours to confirm to the Investor that the Investment has been accepted by the Betting Operator;
  - (iii) An Investment is considered to have been accepted by the Betting Operator when it is recorded by the Betting Operator's host computer regardless of whether the Investor receives confirmation from the Betting Operator.
  - (iv) In accordance with Rule 8, an Investment may not be cancelled after it has been accepted by the Betting Operator.

#### **6.4 INTERNET AND ENHANCED PAY TV BETTING SERVICE**

- (a) Internet and Enhanced Pay TV Betting Service Investments may only be made by use of an Account against a Credit Balance.
- (b) To activate an existing Betting Account to allow placement of Investments on the Internet, or through the Enhanced Pay TV Betting Service, 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.
- (c) For every subsequent Internet Investment, the Investor shall be required to enter his or her Account Number and Password.
- (d) An Investor shall satisfy himself or herself that all the details recorded on the Internet or Enhanced Pay TV Betting Confirmation Screen,

including but not limited to the details in the Investment Request, are correct.

- (e) The Investment is not sent to the Betting Operator until it is confirmed by the Internet or Enhanced Pay TV Investor on the Confirmation Screen by clicking the appropriate button on that screen or pressing the appropriate button on the remote control device used to operate the Enhanced Pay TV Betting Service.
- (f) In accordance with Rule 8, an Investment may not be cancelled after it has been accepted by the Betting Operator.
- (g) 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.
- (h) The Betting Operator will make reasonable endeavours to notify the Investor of confirmation of the Investment by issuing to the Investor an Internet or Enhanced Pay TV Betting Receipt.
- (i) If the Investor does not receive an Internet or Enhanced Pay TV 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.
- (j) If the Investor receives an Internet or Enhanced Pay TV 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 in writing within fourteen (14) days of the date of placing of the Investment by the Investor.
- (k) An Investment is considered valid when it is accepted and confirmed by the Betting Operator in accordance with Rule (g) regardless of whether the Investor receives an Internet or Enhanced Pay TV Betting Receipt.

## **6.5 INTERNET AND ENHANCED PAY TV BETTING SERVICE GENERAL RULES**

- (a) 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.
- (b) The Investor is responsible for transactions relating to his or her Account. Except for the circumstances outlined herein the Betting Operator accepts no responsibility for disputed transactions or for transactions made by the Investor on his or her Account.
- (c) The records of the Betting Operator shall be conclusive evidence of and be deemed to be the true and correct record of all Internet or Enhanced Pay TV Betting Service Investments. Computer printouts and other records provided by the Investor shall not be accepted as evidence of Internet Investments.

- (d) The Betting Operator may cease to provide access to an Investor to the web-site or through the Enhanced Pay TV Betting Service of the Betting Operator to make Internet or Enhanced Pay TV Betting Service Investments at any time. This may be done without notice to the Investor.
- (e) The Investor warrants that all information provided by him or her on the web-site or on the Enhanced Pay TV Betting Service 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.
- (f) The Investor agrees to the use by the Betting Operator of the information provided by the Investor on the web-site or through the Enhanced Pay TV Betting Service for any purpose relating to the opening of an account, the activation of Internet or Enhanced Pay TV Betting Service access, the making of Internet or Enhanced Pay TV Betting Service Investments, for marketing purposes (subject to any privacy requirements) or as required by law.
- (g) The Betting Operator may change the information or the format of the information on the web-site or the Enhanced Pay TV Betting Service of the Betting Operator at any time without notice to the Investor.
- (h) 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.
- (i) All odds information is approximate only and any other information displayed on the web-site or Enhanced Pay TV Betting Service is accurate to the best of the Betting Operator's knowledge.

## **7. CREDITING AND PAYMENT OF DIVIDENDS AND REFUNDS AND CLAIMS PROCEDURES**

### **7.1 GENERAL**

- (a) Subject to these Rules any Dividend won by or Refund made to an Investor shall be paid to that Investor in the Betting Operator's sole discretion either in cash, by cheque or Betting Voucher or by the crediting of the value of the Dividend or Refund to an Account or Card.
- (b) The Betting Operator shall not be obliged to make payment of any Dividend or Refund until an Investor has provided any documentation and information as the Betting Operator may reasonably require.
- (c) The Betting Operator will use its best reasonable endeavours to ensure that Dividends will be available for payment or crediting immediately after the official result of an Event is received by it.
- (d) Notwithstanding Rule (c), if the Betting Operator's offices are not open at the time a Dividend or Refund is determined or if unforeseen

circumstances arise, determination of the Dividend and/or payout may be delayed at the sole option of the Betting Operator.

- (e) Any Dividend or Refund miscalculated by the Betting Operator shall be void and the incorrect amount of the Dividend or Refund shall be treated as a debt owed by or credit due to the Investor, as the case may be, and the Betting Operator reserves the right to make appropriate amendments to Investor's Accounts and Cards without notice to Investors.
- (f) If the official results of any Event are amended by the Controlling Body after Dividend declaration and commencement of payment, then the original Dividend will stand and no other Investors will be entitled to a Dividend.
- (g) In a **Two Place Dividends Race** the Pool shall be divided into two equal parts one of which shall be divided amongst the Investors on the winner and the other amongst the Investors on the second placing.
- (h) In a **Three Place Dividends Race** the Pool shall be divided into three equal parts and one part shall be divided amongst the Investors on the winner, one part amongst the Investors on the second placing and the remaining part amongst the Investors on the third placing.
- (i) The **Duet Pool** shall be divided into three equal parts and one part shall be divided amongst the Investors on the combination of the winner and second placing, one part amongst Investors on the combination of the winner and third placing with the remaining part amongst the Investors on the combination of second and third placings.
- (j) For the purpose of calculation of **BIG6** dividends:
  - (i) any single Investment shall not be entitled to more than one Dividend; and,
  - (ii) any single Investment which contains the numbers of winning Selections required for more than one Dividend level set out in Rule 15 shall be entitled to only that Dividend which corresponds with the highest number of winning Selections contained in the Investment.
  - (iii) In any BIG6 Event, the Dividend will be declared at the completion of the last Event run.
- (k) Subject to Rules 0 and 16:
  - (i) Where, in relation to a part of the **Place Pool** or **Duet Pool**, the amount required to return the Minimum Dividend exceeds the total of:
    - (A) that part; and

- (B) the Commission deducted in respect of the **Place Pool** or **Duet Pool** concerned-

a sum equal to the amount of the excess shall be proportionately deducted from the remaining part of the **Place Pool** or **Duet Pool**, according to the proportion to which each of those parts of the Pool are in surplus over a theoretical dividend of the base unit of investment, and added to the first mentioned part of the **Place Pool** or **Duet Pool**.

- (ii) In a **Three Place Dividends Race**, where a Subsidy is required to make up the amount required to return the Minimum Dividend in relation to two parts of a **Place Pool** or **Duet Pool**, any excess over the total Commission deducted in respect of the **Place Pool** or **Duet Pool** concerned shall be taken from the remaining part.

## 7.2 CREDITING AND PAYMENT OF DIVIDEND AND REFUNDS, CLAIMS PROCEDURE

- (a) Subject to Rule (c), Dividends and Refunds will be credited to Accounts and Cards available for payment in Cash Outlets as soon as practicable after they are determined.
- (b) For the purpose of the payment of dividends or redemption of vouchers in a Cash Outlet by way of cheque, and withdrawals from an Account by way of cheque, the amount of the cheque to be drawn by the Betting Operator will be rounded up or down to the nearest five (5) cents as follows:

<b>Amount of Cheque for Dividend/Voucher / Withdrawal to the second decimal place</b>	<b>Rounded Amount</b>
<b>1 or 2 cents</b>	<b>0 cents</b>
<b>3 or 4 cents</b>	<b>5 cents</b>
<b>6 or 7 cents</b>	<b>5 cents</b>
<b>8 or 9 cents</b>	<b>10 cents</b>

- (c) The following provisions apply to the payment of Dividends and Refunds in Cash Outlets:
- (i) Subject to Rule 0 the appropriate ticket must be presented when collecting any dividend or refund due in respect of an Investment.
- (ii) Dividends may only be collected for a period of not less than twelve (12) weeks after the Event is decided.
- (iii) Notwithstanding the presentation of the appropriate Ticket, if the records of the Betting Operator indicate that the dividend or refund due in respect of the Ticket has



previously been paid then such records shall be conclusive and no further dividend or refund shall be payable in respect of that Ticket.

### Claims

- (iv) Dividends may be claimed after the time referred to in Rule 0 by submitting a claim to the Betting Operator's Head Office.
  - (v) Notwithstanding Rules 0 and 0, any Dividends and Refunds which are not claimed shall be dealt with in accordance with the Act.
  - (vi) Claims for lost, destroyed, mutilated or stolen tickets or Betting Vouchers can be made for a period of fourteen (14) days after the Event for which the ticket was issued is decided unless the claimant can provide a reason to the satisfaction of the Betting Operator for the delay in lodging the claim.
  - (vii) The Betting Operator may charge a fee not exceeding eleven (11) dollars on all claims referred to in Rule 0 and 0 and a statutory declaration attesting to the circumstances of the claim must accompany each such claim.
  - (viii) Subject to Rule 7.2(c)(ix), payment of successful claims approved by the Betting Operator will not be made until the expiration of twelve (12) weeks from the date the Event was decided.
  - (ix) Payment of a successful claim approved by the Betting Operator may be made immediately if due to the facts of the claim the Betting Operator considers it would be unreasonable to delay payment.
- (d) The following provisions apply to the making of claims on Betting Accounts:
- (i) Any claim in respect of an alleged inaccurate entry in an Investor's Betting Account must be rendered to the Betting Operator in writing within fourteen (14) days of the date on which the alleged inaccurate entry occurred or such further time as the Betting Operator will allow.
  - (ii) Any Investment made by an Investor which is not recorded or registered or is incorrectly recorded or registered as a result of a failure by the Betting Operator to comply with the Investor's instructions shall be refunded or credited to the Investor to the extent that such Investment exceeds the winnings payable to the Investor in respect of that Investment.
- (e)

- (i) Subject to Rule 7.2(e)(ii) the amount to be paid upon successful claims approved by the Betting Operator shall be calculated by reference to the Dividend declared.
  - (ii) The amount to be paid upon successful claims approved by the Betting Operator shall be calculated by reference to the Dividend that would have been payable if the claimant's Investment had been correctly received (such amount being referred to in this Rule 7.2(e)(ii) as the "Reduced Amount") where the amount calculated in accordance with Rule 7.2(e)(i) exceeds the Reduced Amount by more than one thousand (1,000) dollars.
  - (iii) Such amounts as are paid to the claimant pursuant to either Rule 7.2(e)(i) or 7.2(e)(ii) shall exclude any refund or credit given to the claimant in respect of the claimant's Investment under any other provision of these Rules.
- (f) Where an Investor contends within fourteen days (14) or such time as the Betting Operator will allow that a loss has been suffered in connection with any Transaction, the Betting Operator may, if it considers appropriate, enquire into the circumstances of that Transaction and make such ex gratia payment as it may in its absolute discretion determine.
- (g) An Investor who is dissatisfied with the Betting Operator's decision on a claim, may request via writing that the Betting Operator review its decision.
- (i) The Betting Operator will deal with such a request as if it were a claim, except the person who deals with the request must not be:
    - (A) the person who dealt with the original claim; or
    - (B) a person who is under the supervision of the person who dealt with the original claim.

Rule 7.2(g) does not authorise more than one request for review to be made in relation to any one claim.

### **7.3 FLEXI BET ENABLED POOL DIVIDENDS WHERE LESS THAN A UNIT OF INVESTMENT ON CORRECT SELECTIONS**

Where the total of Flexi Bet Enabled Pool Investments for each Dividend level where a Dividend is to be paid ("winning Trifecta combination", "winning First 4 combination", "winning Quaddie combination", or "winning **BIG6** combination for each Dividend level" as the case may be) is less than a unit of Investment:

- (i) only the amount of the Flexi Bet Enabled dividend pool for each Dividend level determined in accordance with the following formula

will be distributed amongst the investors on the winning combination for each Dividend level:

$$da = di \times \frac{ai}{ui}$$

where:

*da* is the amount of the Flexi Bet Enabled dividend pool for each Dividend level which is to be distributed among the Investors on the winning combination for each Dividend level;

*di* is the total amount which would be distributed to Investors on the winning combination for each Dividend level if the total of Flexi Bet Enabled Pool Investments for each Dividend level in respect of which a dividend is to be paid was not less than a unit of investment;

*ai* is the total of all Flexi Bet Enabled Pool Investments for each Dividend level (if any) on the winning combination for each Dividend level;

*ui* is the unit of Investment to the Flexi Bet Enabled Pool; and

(ii) there is to be transferred to the Flexi Bet Enabled jackpot pool or on the Succeeding Flexi Bet Enabled Event an amount calculated in accordance with the following formula:

$$t = di - da$$

where:

*t* is the amount transferred to the Flexi Bet Enabled jackpot pool on the Succeeding Flexi Bet Enabled Event;

*di* has the same meaning as in sub-rule (a) above;

*da* has the same meaning as in sub-rule (a) above.

## 8. CANCELLATION OF INVESTMENTS

8.1 Subject to the exceptions set out in Rules (c), 0, 0, 0, 0 and 9, an Investor may cancel an Investment and obtain a Refund of that Investment at any time prior to the close/sell time of the Event concerned.

8.2 If an Investment is for **Win, Place, Quinella, ExactaDuet, Trifecta, First 4, Double, Quaddie** or **BIG6** Bet Types or for a Sports Totalisator, an Investor may only cancel that Investment:

(a) In the case of Investments made through a human operator in a Cash Outlet:

(i) If the Investment:

- (A) relates to the first race of a meeting; or
- (B) is for a Double, Quaddie or **BIG6** and the first leg relates to the first race of a meeting;

up to thirty (30) minutes prior to the Advertised Starting Time of the Event, the Investment may be cancelled at the place of issue at any time;

(ii) If the Investment:

- (A) relates to the first race of the meeting; or
- (B) is for a Double, Quaddie or **BIG6** and the first leg relates to the first race of the meeting;

within thirty (30) minutes of the Advertised Starting Time of the Event to which the Investment relates, the Investment may be cancelled at the place of issue at the first practical moment immediately following the discovery of an error made by either the Betting Operator or the Investor provided that the error is brought to the attention of the Betting Operator within two (2) minutes of the time the Investment was originally made, or a lesser time as determined by the Betting Operator, or close sell time, whichever occurs first;

(iii) If the Investment:

- (A) relates to any other race of a meeting; or
- (B) is for a Double, Quaddie or **BIG6** and the first leg relates to any other race of a meeting;

up until the actual start of the previous race at that meeting, the Investment may be cancelled at the place of issue at any time;

(iv) If the Investment:

- (A) relates to any other race of the meeting after the actual start of the previous race to which the Investment relates; or
- (B) is for a Double, Quaddie or **BIG6** and the first leg relates to any other race of the meeting after the actual start of the previous race to which the Investment relates;

the Investment may be cancelled at the place of issue or at the first practical moment immediately following the discovery of an error made by either the Betting Operator or the Investor provided that the error is brought to the attention of the betting Operator within two (2) minutes of

the time the Investment was originally made, or a lesser time as determined by the Betting Operator, or close sell time, whichever occurs first;

- (v) If the Investment:
  - (A) relates to an Event where the previous race has been abandoned; or
  - (B) is for a Double, Quaddie or BIG6 and the first leg relates to an Event where the previous race has been abandoned;up until the Advertised Race Start Time of the previous Event at that meeting, the Investment may be cancelled at the place of issue at any time;
- (vi) If the Investment relates to a Sports Totalisator, up to thirty (30) minutes prior to the Advertised Close of Betting on the Event, the Investment may be cancelled at the place of issue at any time;
- (vii) If the Investment relates to a Sports Totalisator, within thirty (30) minutes of the Advertised Close of Betting of the Event to which the Investment relates, the Investment may be cancelled at the place of issue at the first practical moment immediately following the discovery of an error made either by the Betting Operator or by the Investor provided that the error is brought to the attention of the Betting Operator within two (2) minutes of the time the Investment was originally made, or a lesser time as determined by the Betting Operator, or close sell time, whichever occurs first; or
  - (a) The Betting Operator must provide reasonable notice to Investors before implementing any new “lesser time” cancellation period referred to in Rules 0, (iv) and (vii).
  - (b) In the case of a Betting Account Investment made through a human operator, before the conclusion of the telephone call during which the Investment was originally made, or before any further Investment is made, whichever occurs first.

[In the cases referred to in 0, (iv), (vii) and (b) the investment details may be corrected, but a refund may not be obtained];

- 8.3 Investments on a **Feature Double** may not be cancelled, nor may any Refunds be made.
- 8.4 Internet and Enhanced Pay TV Betting Service Investments may not be cancelled after the Investment has been accepted by the Betting Operator.
- 8.5 Investments made through a Self-Service Terminal in a Cash Outlet may only be cancelled in accordance with this rule at the Cash Outlet where the Investment was issued with the assistance of staff at the Cash Outlet.

- 8.6 Betting Account Investments which are transacted using interactive voice response or natural language speech recognition technology may not be cancelled after the Investment has been accepted by the Betting Operator.

## 9. SCRATCHINGS AND SUBSTITUTES

- 9.1 Subject to the exceptions set out in Rule 0, if a Selection is Scratched, an Investor is entitled to a refund of that Investment.

### 9.2 DOUBLE, QUADDIE, AND BIG6

- (a) If a selection is Scratched from any Double, Quaddie or BIG6, the Investment is deemed to be invested on a Substitute Selection.
- (b) In a **Feature Double** if any Selection is Scratched the Investment is forfeited.

### 9.3 DETERMINATION OF SUBSTITUTE

- (a) Where the Betting Operator receives **Win** Investments on a Selection Scratched from an Event in any **Double, Quaddie, or BIG6**, these latter Investments shall be deemed to be Invested on the Selection which has the greatest relative amount of money invested on it on the Betting Operator's **Win** Pool after all Investments have been received and collated following the close/sell time of the Event concerned.
- (b) Where two or more Selections are equally determinable as provided in Rule (a), the Selection bearing the lowest List Number shall be deemed to be the substitute Selection for that Event.
- (c) For the purpose of this Rule 0, any determination made by the Betting Operator as to the Competitor to be substituted for a Scratched Selection in any Event shall be final and conclusive.

### 9.4 FIELD SELECTIONS

- (a) Where a **Quinella, Exacta, Duet, Trifecta or First 4** Field Investment is made and one or more of the Competitors is subsequently Scratched, the Investor shall be entitled to a Refund of the Investment in respect of such Competitors that are so scratched
- (b) Subject to Rule 9.2(a) where a **Double, Quaddie, or BIG6** Field Investment is made and one or more of the selections is subsequently Scratched, the Investment in respect of such Selections that are so scratched shall be deemed to be Invested on the substitute determined in accordance with Rule 0.

## 10. NO-RACE, CANCELLED, POSTPONED OR ABANDONED EVENTS AND MEETINGS

- 10.1 For the purposes of this Rule 10, a draw Selection in a Sports Totalisator is not a Score Range for the purposes of Dividend determination.
- 10.2 For the purpose of Pools of the following Bet Types

- (a) the minimum number of Competitors required in order for a Racing Totalisator to be conducted on an Event; and
- (b) the minimum number of Competitors which must remain in an Event (or in the case of a Bet Type consisting of more than one Event, then which must remain in at least one of the Events on which that Bet Type is conducted) after sales for a Racing Totalisator have opened in order for the Event not to be regarded as abandoned, shall be-

**Win** – 2  
**Place** – 5  
**Quinella** – 3  
**Exacta** – 2  
**Duet** – 8  
**Trifecta** – 3  
**First 4** - 4  
**Double** – 2  
**Quaddie** – 2  
**BIG6** – 2  
other Racing Totalisators – 1

10.3 Subject to the following exceptions, if a Meeting or Event has been cancelled, abandoned or postponed to a later date or declared a 'no-race' and not subsequently re-run, all Investments made in connection with that Meeting or Event shall be refunded.

10.4 If the start time of the scheduled first leg of the BIG6 is delayed or run out of sequence, the close time of the Event shall be the jump time of the first race run in the scheduled series of Events making up that BIG6.

#### 10.5 **DOUBLE**

- (a) Where any Event in a **Double** is cancelled, abandoned or declared a no-race as appropriate irrespective of whether the no-race is re-run, all Selections on that Event shall be deemed to be winners and the **Double** Pool shall be divided in accordance with Rules (c).
- (b) Where the first and second Events of a **Double** are abandoned all Investments on that **Double** shall be refunded.
- (c) Where the first Event of a **Double** is abandoned before or after the start of that Event a Dividend shall be determined on the result of the second Event of that **Double** and the Pool shall be divided amongst those Investors who have selected any Selection in the first Event and, in order of precedence:
  - (i) the winner of the second Event; or
  - (ii) the second place getter in the second Event; or
  - (iii) the third place getter in the second Event.

- (d) Where the second Event of a **Double** is abandoned before or after the first Event is run a Dividend shall be determined on the result of the first Event of that **Double** and the Pool shall be divided amongst those Investors who have selected any Selection in the second Event and, in order of precedence:
- (i) the winner of the first Event; or
  - (ii) the second place getter in the first Event; or
  - (iii) the third place getter in the first Event.

If there are no Investors on any of the combinations referred to in Rules (c) and (d) the Pool for that **Double** shall be refunded to the Investors.

#### 10.6 QUADDIE, , BIG6, QUAD, TIP 7 AND TIP 8

- (a) Where any Event in a **Quaddie, , BIG6, Quad, Tip 7 or Tip 8** is cancelled, abandoned or declared a no-race as appropriate irrespective of whether the no-race is re-run, all Selections on that Event shall be deemed to be winners and:
- (i) the **Quaddie, and BIG6** Pools shall be divided on that basis;
  - (ii) the **Quad, Tip8, and Tip7** Pools shall be divided in accordance with Rule 13 .
- (b) Where:
- (i) all Events or a round in an Event in a **Quaddie, Quad, Tip 7 or Tip 8**; or,
  - (ii) four or more Events in a **BIG6**
- are cancelled, postponed or abandoned all Investments on that Event or that round shall be refunded.
- (c) Investments referred to in Rule (b) shall not in respect of **Quaddie, , BIG6, Quad, Tip 7 or Tip 8** include any money carried forward from a previous **Quaddie, , BIG6, Quad, Tip 7 or Tip 8**, but shall be added to and form part of a subsequent **Quaddie, , BIG6, Quad, Tip 7 or Tip 8** Pool.

#### 10.7 FOOTY DOUBLE AND FOOTYXTRA DOUBLE

- (a) Where the first Event of a **Footy Double** or **Footy Xtra Double** is cancelled, postponed or abandoned, a Dividend shall be determined on the result of the second Event and the Pool shall be divided amongst the Investors on the following combinations specified in order of precedence:



- (i) Any Selection in the first Event and the Winning Team together with the correct Score Range or draw Selection as applicable in the second Event;
  - (ii) Any Selection in the first Event and the Winning Team together with the Score Range or ranges nearest to the correct Score Range in the second Event.
- (b) Where the second Event of a **Footy Double** or **Footy Xtra Double** is cancelled, postponed or abandoned, a Dividend shall be determined on the result of the first Event and the Pool shall be divided amongst the Investors on the following combinations specified in order of precedence:
- (i) Any Selection in the Second Event and the Winning Team together with the correct Score Range or draw Selection as applicable in the First Event;
  - (ii) Any Selection in the Second Event and the Winning Team together with the Score Range or ranges nearest to the correct Score Range in the First Event.
- (c) Where both Events are cancelled, postponed or abandoned, all Investments on that **Footy Double** or **Footy Xtra Double** shall be refunded to the Investors.

## 11. PARLAY INVESTMENTS

- 11.1 Subject to other provisions within these Rules **Parlay Investments** shall be accepted with any resultant Dividends or Refunds being re-invested in accordance with Investor's irrevocable instructions given at the time of Investment.
- 11.2 Investments will be accepted for Selections in the Events nominated by the Investor with instructions as determined by the **Formula Number** to transfer any resultant Dividends or Refunds from an Event to Selections in up to five subsequent Events at the same Meeting.
- 11.3 Under no circumstances can Investments be cancelled or changed after sales have closed for the first Event of a **Parlay Investment**.
- 11.4 If any Selection on a **Parlay Investment** is Scratched, the Investor's Investment will be carried forward to the next Event nominated by the Investor, or paid to the Investor if that Event is the final Event of the **Parlay Investment**.
- 11.5 If any Event carrying an **Parlay Investment** is cancelled, abandoned, postponed or declared a no-race (whether or not it may be re-run later in a program), Investments shall be carried forward to the next Event nominated by the Investor or paid to the Investor if that Event is the final Event of the **Parlay Investment**.

## 12. DEAD HEATS

## **12.1 WIN**

Subject to Rule 16, in the event of a dead heat for first place in a **Win**:

- (a) The Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
- (b) Each of those parts shall be treated separately; and
- (c) Dividends shall be calculated by dividing each of those parts amongst the Investors on each backed Selection.

## **12.2 PLACE**

### **(a) TWO PLACE DIVIDENDS RACE**

Subject to Rules 7.1(k) and 16,

- (i) In the event of a dead heat for first place -
  - (A) the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
  - (B) each part so determined shall be treated separately; and
  - (C) Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.
- (ii) Where two or more Selections run a dead heat for second place -
  - (A) one half of the Pool shall be divided amongst the Investors on the winner;
  - (B) one half of the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
  - (C) each part determined as described in subparagraph (B) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.
- (iii) Where two or more Selections run a dead heat for second place and there are no Investors on the winner -
  - (A) the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;

- (B) each part so determined shall be treated separately; and
- (C) Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.

**(b) THREE PLACE DIVIDENDS RACE**

Subject to Rules 7.1(k) and 16, if

- (i) Three or more Selections run a dead heat for first place -
  - (A) the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
  - (B) each part so determined shall be treated separately; and
  - (C) Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.
- (ii) Two Selections run a dead heat for first place -
  - (A) one third of the Pool shall be divided amongst the Investors on one of the Selection running the dead heat;
  - (B) one third of the Pool shall be divided amongst the Investors on the other Selection running the dead heat; and
  - (C) one third of the Pool shall be divided amongst the Investors on the third placing.
- (iii) Two Selections run a dead heat for first place and only one of those Selections has been backed -
  - (A) one half of the Pool shall be divided amongst the Investors on the backed Selection running the dead heat;
  - (B) one half of the Pool shall be divided amongst the Investors on the third placing.
- (iv) Two or more Selections run a dead heat for second placing -
  - (A) one third of the Pool shall be divided amongst the Investors on the winner;

- (B) two thirds of the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
  - (C) each part determined as described in subparagraph 0 shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.
- (v) Two or more Selections run a dead heat for second place and only one of those Selections has been backed -
- (A) one half of the Pool shall be divided amongst the Investors on the winner; and
  - (B) one half of the Pool shall be divided amongst the Investors on the backed Selection running the dead heat.
- (vi) Two or more Selections run a dead heat for third place -
- (A) one third of the Pool shall be divided amongst the Investors on the winner;
  - (B) one third of the Pool shall be divided amongst the Investors on the second placing;
  - (C) one third of the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
  - (D) each part determined as described in subparagraph (B) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.

### 12.3 QUINELLA

Subject to Rule 16,

- (a) If two Selections run a dead heat for first place the Pool shall be divided amongst the Investors on the combination of the two Selections running the dead heat.
- (b) If two Selections run a dead heat for first place and the combination referred to in Rule 12.3(a) is not backed -
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of one of the Selections running the dead heat and the third placing;
  - (ii) each part so determined shall be treated separately; and

- (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (c) If two Selections run a dead heat for first place and the combinations referred to in Rule 12.3(b) have not been backed and there is a dead heat for third place between two or more Selections -
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of one of the Selections running the dead heat for first place and one of the Selections running the dead heat for third place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (d) If three or more Selections run a dead heat for first place -
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of any two Selections running the dead heat;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (e) If two or more Selections run a dead heat for second place -
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of the winner and one of the Selections running the dead heat for second place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (f) If two or more Selections run a dead heat for second place and the combinations referred to in Rule 12.3(e) are not backed -
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of two of the Selections running the dead heat for second place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (g) If the combination of the winner and the second placing is not backed and two or more Selections run a dead heat for third place.

- (i) the Pool shall be divided into as many equal parts as there are backed combinations of the winner and one of the Selections running the dead heat for third place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (h) If the combination of the winner and the second placing is not backed and two or more Selections run a dead heat for third place but the combinations referred to in Rule (g) are not backed -
- (i) the Pool shall be divided into as many equal parts as there are backed combinations of the second placing and one of the Selections running the dead heat for third place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (i) The Pool shall be refunded to the Investors if none of the alternative combinations referred to in this Rule 12.3 have been selected.

#### 12.4 DOUBLE

Subject to Rule 16, where as the result of a dead heat in any Event in a **Double** Investors on two or more combinations become entitled to a Dividend-

- (a) The Pool shall be divided into as many equal parts as there are backed combinations running the dead heat;
- (b) Each part so determined shall be treated separately; and
- (c) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination.

#### 12.5 TRIFECTA

Subject to Rule 16, where as the result of a dead heat in any Event in a **Trifecta** Investors on two or more combinations become entitled to a Dividend -

- (a) the Pool shall be divided into as many equal parts as there are combinations running the dead heat;
- (b) each part so determined shall be treated separately;
- (c) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and

- (d) each unbacked combination is transferred to the Trifecta jackpot pool conducted on the Succeeding Trifecta Event.

## 12.6 QUADDIE

Subject to Rule 16:

- (a) Subject to (b) where as the result of a dead heat in any Event in a **Quaddie** Investors on two or more combinations become entitled to a Dividend -
  - (i) the Pool shall be divided into as many equal parts as there are combinations;
  - (ii) each part so determined shall be treated separately;
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and
  - (iv) each unbacked combination is transferred to the Quaddie jackpot pool conducted on the Succeeding Quaddie.
- (b) Where in an Event a dead heat occurs which results in there being more than eight winning combinations in a **Quaddie** , for the purpose of the declaration of Dividends -
  - (i) that Event and any subsequent Event in that **Quaddie** shall not be taken into account;
  - (ii) the Pool shall be divided into as many equal parts as there are winning combinations in the Events being taken into account;
  - (iii) each part so determined shall be treated separately;
  - (iv) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and
  - (v) each unbacked combination is transferred to the Quaddie jackpot pool conducted on the Succeeding Quaddie.

## 12.7 EXACTA

Subject to Rule 16,

- (a) If two Selections run a dead heat for first place the Pool shall be divided amongst the Investors on the combination of, in either order, the two Selections running the dead heat.
- (b) If the combinations referred to in Rule12.7(a) are not backed
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat and the third placing;

- (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (c) If the combinations referred to in Rules (a) and (b) are not backed –
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, the third placing and one of the selections running the dead heat;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (d) If the combinations referred to in Rule (a) are not backed and there is a dead heat for third place –
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for first place and one of the Selections running the dead heat for third place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (e) If the combinations referred to in Rules (a) and (d) are not backed –
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for third place and one of the Selections running the dead heat for first place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (f) If three or more Selections run a dead heat for first place –
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in either order, any two Selections running the dead heat;
  - (ii) each part so determined shall be treated separately; and



- (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (g) If two or more Selections run a dead heat for second place-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, the winner and one of the Selections running the dead heat for second place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (h) If the combination referred to in Rule (g) is not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for second place and the winner;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (i) If the combinations referred to in Rules (g) and (h) are not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in either order, any two Selections running the dead heat;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (j) If the combination of the winner and the second placing in that order is not backed and two or more Selections run a dead heat for third place-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, the winner and one of the Selections running the dead heat for third place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (k) If the combination referred to in Rule (j) is not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order,

- one of the Selections running the dead heat for third place and the winner;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (l) If the combinations referred to in Rules (j) and (k) are not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, the second placing and one of the Selections running the dead heat for third place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (m) If the combinations referred to in Rules (j), (k) and (l) are not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for third place and second placing;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (n) The Pool shall be refunded to the Investors if none of the alternative combinations referred to in Rule 0 have been selected.

## 12.8 TIP 7 AND TIP 8

Subject to Rule 16,

- (a) Where in an Event a draw occurs, both Competitors shall be deemed as winners for the purposes of determining which Selections are the Winning Team. Subject to Rule (b), where as the result of a draw in any Event in a **Tip 7** or **Tip 8** Investors on two or more combinations become entitled to a Dividend-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations;
  - (ii) each part so determined shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (b) Where draws occur in more than four Events resulting in there being more than sixteen potential winning combinations in a **Tip 7** or **Tip 8**

for the purpose of declaration of Dividends the Pool shall be divided equally amongst the Investors on each backed combination.

## **12.9 FOOTYWIN**

Where as the result of a draw in any Event in a **FootyWin** Investors on two Selections become entitled to a Dividend –

- (a) the Pool shall be divided into two equal parts;
- (b) each part so determined shall be treated separately; and
- (c) Dividends shall be calculated by dividing each part amongst the Investors on each backed Selection.

## **12.10 DUET**

Subject to Rules 7.1(k) and 16, if

- (a) three or more Selections run a dead heat for first place the Pool shall be divided amongst the Investors on the combinations of any two of the Selections running the dead heat;
- (b) three or more Selections run a dead heat for first place and one or more of the combinations referred to in Rule (a) is not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of any two of the Selections running the dead heat;
  - (ii) each part so determined shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (c) two Selections run a dead heat for first place-
  - (i) one third of the Pool shall be divided amongst the Investors on the combination of the two Selections running the dead heat;
  - (ii) one third of the Pool shall be divided amongst the Investors on the combination of one of the Selections running the dead heat and the third placing; and
  - (iii) one third of the Pool shall be divided amongst the Investors on the combination of the other Selection running the dead heat and the third placing;
- (d) two Selections run a dead heat for first place and one or more of the combinations referred to in Rule (c) is not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations;

- (ii) each part so determined shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (e) two Selections run a dead heat for first place and two or more Selections run a dead heat for third place:
- (i) one third of the Pool shall be divided amongst the Investors on the combination of the two Selections running the dead heat for first place;
  - (ii) one third of the Pool shall be divided into as many equal parts as there are combinations of one of the Selections running the dead heat for first place and any one of the Selections running the dead heat for third place;
  - (iii) one third of the Pool shall be divided into as many equal parts as there are combinations of the other Selection running the dead heat for first place and any one of the Selections running the dead heat for third place; and
  - (iv) each part as described in paragraphs 0 and 0 shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on the combination of one of the winners and any one of the Selections running the dead heat for third place.
- (f) two Selections run a dead heat for first place and two or more Selections run a dead heat for third place and one or more of the combinations referred to in Rule (e) is not backed
- (i) that part of the Pool shall be divided into as many equal parts as there are backed combinations;
  - (ii) each part determined as described in paragraph 0 shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each such part amongst the Investors on each backed combination.
- (g) three or more Selections run a dead heat for second place
- (i) two thirds of the Pool shall be divided amongst the Investors on the combination of the winner and any one of the Selections running the dead heat;
  - (ii) one third of the Pool shall be divided into as many equal parts as there are combinations of any two of the Selections running the dead heat; and
  - (iv) each part as described in paragraph 0 shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on the combination of any two of the Selections running the dead heat.

- (h) three or more Selections run a dead heat for second place and one or more of the combinations referred to in Rule (g) is not backed-
  - (i) that part of the Pool shall be divided into as many equal parts as there are backed combinations;
  - (ii) each part so determined shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (i) two Selections run a dead heat for second place
  - (i) one third of the Pool shall be divided amongst the Investors on the combination of the winner and one of the two Selections running the dead heat;
  - (ii) one third of the Pool shall be divided amongst the Investors on the combination of the winner and the other Selection running the dead heat; and
  - (iii) one third of the Pool shall be divided amongst the Investors on the combination of the two Selections running the dead heat;
- (j) two Selections run a dead heat for second place and one or more of the combinations referred to in Rule 0 is not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations;

each part so determined shall be treated separately; and

Dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (k) two or more Selections run a dead heat for third place
  - (i) one third of the Pool shall be divided amongst the Investors on the combination of the winner and the second placing;
  - (ii) one third of the Pool shall be divided into as many equal parts as there are combinations of the winner and any one of Selections running the dead heat;
  - (iii) one third of the Pool shall be divided into as many equal parts as there are combinations of the second placing and any one of the Selections running the dead heat; and
  - (iv) each part as described in paragraphs (ii) and (iii) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on the

combination of the winner or the second placing as the case may be and any one of the Selections running the dead heat.

- (l) two or more Selections run a dead heat for third place and one or more of the combinations referred to in Rule (k) is not backed-
  - (i) that part of the Pool shall be divided into as many equal parts as there are backed combinations;
  - (ii) each part determined as described in paragraph (i) shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each such part amongst the Investors on each backed combination.
- (m) the Pool shall be refunded to the Investors if none of the various alternative combinations referred to in this Rule 0 have been selected.

#### 12.11 FIRST 4

Subject to Rule 16

- (a) Subject to (b) where as the result of a dead heat in any Event in a **First 4** Investors on two or more combinations become entitled to a dividend –
  - (i) the Pool shall be divided into as many equal parts as there are winning combinations running the dead heat;
  - (ii) each part so determined shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and
  - (iv) each unbacked combination is transferred to the First 4 jackpot pool conducted on the Succeeding First 4 Event.
- (b) Where a dead-heat occurs which results in their being more than twelve winning combinations in a First 4, for the purpose of the declaration of Dividends -
  - (i) all placings that result in there being more than twelve winning combinations in that First 4 shall not be taken into account;
  - (ii) the Pool shall be divided into as many equal parts as there are winning combinations in the placings being taken into account;
  - (iii) each part so determined shall be treated separately;
  - (iv) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and

- (v) each unbacked combination is transferred to the First 4 jackpot pool conducted on the Succeeding First 4 Event.

## 12.12 BIG6

- (a) Where as a result of a dead heat in any Event in a **BIG6**, Investors on two or more combinations become entitled to a Major Dividend:
  - (i) the Major dividend pool as described in Rule 15 shall be divided into as many equal parts as there are combinations;
  - (ii) each part so determined shall be treated separately;
  - (iii) Major Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and,
  - (iv) each unbacked combination shall be transferred to the **BIG6** jackpot pool conducted on the Succeeding **BIG6**.
- (b) Where as the result of a dead heat in any Event in a **BIG6**, Investors on two or more combinations become entitled to a Supplementary Dividend, the Supplementary Dividend shall be calculated by dividing the Supplementary dividend pool equally amongst the Investors on each backed combination.

## 13. JACKPOTS AND COUNTBACKS

For the purposes of this Rule 13 a draw Selection in a Sports Totalisator is not a Score Range for the purposes of conducting countbacks.

### 13.1 NO INVESTMENT ON WINNER

- (a) If no Investor has Selected the winner in a **Win**, the Pool shall be refunded to the Investors.
- (b) If no Investor has Selected the correct Selection in a **FootyWin**, the Pool shall be refunded to the Investors.

### 13.2 JACKPOTS

- (a) Subject to the exceptions contained in this Rule 13.2 and unless otherwise directed by the Victorian Commission for Gambling Regulation in the event of there being no Investor on the appropriate Selections for Quad, Quarter Quad, Quaddie, Tip 8, Tip 7, Footy Double and Footy Xtra Double, Half /Full Double and Half /Full Xtra Double, the various dividend levels of BIG6 set out in Rule 15 which form the total pool, Trifecta or First 4, the Pool may be added to a subsequent Pool of the same type. In the case of BIG6 any addition to a subsequent Pool shall be to the Major Dividend of such pool for BIG6.
- (b) In the case of the First 4, Quaddie and BIG6 Jackpots, the Jackpot Allocation Table as set out in Clause 0 does not apply, but they are subject to the following:

- (i) For Quaddie Jackpots, the Betting Operator may at its discretion transfer a Jackpot Amount to any Event within the respective code across any meeting class.
  - (ii) For First 4, the Betting Operator may at its discretion transfer a Jackpot amount to any Event within the respective code across any meeting class if that Jackpot occurs on the last race of that meeting.
  - (iii) For **BIG6**, the Betting Operator may at its discretion transfer a Jackpot Amount to any BIG6 Event across any code and any meeting class.
- (c) The Betting Operator will advise Investors at least 72 hours before the event of which the Jackpot allocations will be made of the First Four and Quaddie Jackpot allocations.

[deleted old Rule 13.3.2 Straight 6]

#### 13.2.1 **QUAD**

At the discretion of the Betting Operator the Pool may not be transferred to a subsequent **Quad** Pool, but may instead be divided amongst the Investors on the following combinations specified in order of precedence:

- (i) any three correct Selections and any other Winning Team;
- (ii) any two correct Selections and any other two Winning Teams;
- (iii) any one correct Selection and any other three Winning Teams;
- (iv) any four Winning Teams;

and, if none of these alternative combinations has been selected, the Pool shall be refunded to the Investors on the **Quad** at the Meeting where these combinations have not been selected.

#### 13.2.2 **QUARTER QUAD**

At the discretion of the Betting Operator, the Pool may not be transferred to a subsequent **Quarter Quad** Pool, but may instead be divided amongst the Investors who have nominated the following combinations specified in order of precedence -

- (i) the three correct Selections at the end of each of the first three quarters, and the Winning Team;
- (ii) the three correct Selections at the end of each of the first three quarters and any Selection in the final quarter;



- (iii) the two correct Selections at the end of each of the first two quarters, and the Winning Team;
- (iv) the correct Selection at the end of the first quarter, and the Winning Team;

and, if none of these alternative combinations has been selected, the Pool shall be refunded to the Investors on the **Quarter Quad** at the Meeting where these combinations have not been selected.

### 13.2.3 **QUADDIE**

At the discretion of the Betting Operator, the **Quaddie** dividend pool for that Event may not be transferred to the Quaddie jackpot pool for the Quaddie conducted on the Succeeding Quaddie, but may instead be divided amongst the Investors on the following combinations in order of precedence:

- (i) the winners of the first three Events with the second placing in the fourth Event;
- (ii) the winners of the first three Events with the third placing in the fourth Event;
- (iii) the winners of the first three Events with any Selection in the fourth Event;
- (iv) the winners of the first two Events with the second placing in the third Event and any Selection in the fourth Event;
- (v) the winners of the first two Events with the third placing in the third Event and any Selection in the fourth Event;

if none of these alternative combinations has been selected, the Pool shall be refunded to the Investors on the **Quaddie** at the meeting where these combinations have not been selected.

### 13.2.4 **TIP 8**

At the discretion of the Betting Operator, the **Tip 8** Pool may not be transferred to a subsequent **Tip 8** Pool, but may instead be divided amongst the Investors who have nominated the following combinations specified in order of precedence:

- (i) any seven Winning Teams;
- (ii) any six Winning Teams;
- (iii) any five Winning Teams;
- (iv) any four Winning Teams;
- (v) any three Winning Teams;
- (vi) any two Winning Teams;

- (vii) any one Winning Team;

and, if none of these alternative combinations has been selected, the Pool shall be refunded to the Investors on the **Tip 8** at the Meeting where these combinations have not been selected.

#### 13.2.5 **TIP 7**

At the discretion of the Betting Operator, the **Tip 7** Pool may not be transferred to a subsequent **Tip 7** Pool, but may instead be divided amongst the Investors who have nominated the following combinations specified in order of precedence:

- (i) any six Winning Teams;
- (ii) any five Winning Teams;
- (iii) any four Winning Teams;
- (iv) any three Winning Teams;
- (v) any two Winning Teams;
- (vi) any one Winning Team;

and, if none of these alternative combinations has been selected, the Pool shall be refunded to the Investors on the **Tip 7** at the Meeting where these combinations have not been selected.

#### 13.2.6 **FOOTY DOUBLE AND FOOTY XTRA DOUBLE**

At the discretion of the Betting Operator, the Pool may not be transferred to a subsequent **Footy Double or Footy Xtra Double** Pool, but may instead be divided amongst the Investors who have nominated the following combinations specified in order of precedence:

- (i) any Selection comprising the Winning Team and the Score Range or Ranges nearest to the correct Score Range in the Event specified as the first Event by the Betting Operator, and the Winning Team with the correct Score Range or Draw Selection as applicable in the Event specified as the second Event by the Betting Operator;
- (ii) any Selection comprising the Winning Team and the Score Range or Ranges nearest to the correct Score Range in the Event specified as the second Event by the Betting Operator, and the Winning Team with the correct Score Range or draw Selection as applicable in the Event specified as the first Event by the Betting Operator;

and, if none of these alternative combinations has been selected the Pool shall be refunded to the Investors on the **Footy Double and Footy Xtra Double** at the Meeting where these combinations have not been selected.

### 13.2.7 HALF /FULL DOUBLE AND HALF /FULL XTRA DOUBLE

At the discretion of the Betting Operator, the Pool may not be transferred to a subsequent **Half /Full Double or Half /Full Xtra Double** Pool, but may instead be divided amongst the Investors who have nominated the following combinations specified in order of precedence:

- (i) the Leading Team at half time and the Score Range or ranges nearest to the correct Score Range in the first half and the Winning Team with the correct Score Range or draw Selection as applicable in the second half;
- (ii) the Winning Team and the Score Range or ranges nearest to the correct Score Range in the second half and the Leading Team with the correct Score Range or draw Selection as appropriate in the first half;

and, if no Investor selects any of the combinations referred to in the previous sub-paragraphs, the Pool will be refunded to the Investors on the **Half /Full Double and Half /Full Xtra Double** at the Meeting where these combinations have not been selected.

### 13.2.8 TRIFECTA

At the discretion of the Betting Operator, the **Trifecta** dividend pool for that Event may not be transferred to the Trifecta jackpot pool for the Trifecta conducted on the Succeeding Trifecta Event, but may instead be divided amongst the Investors who have nominated the following combinations in order of precedence:

- (i) the winner, the second placing and the third placing irrespective of order;
- (ii) any two of the Selections placed first, second or third with any other starter in the Event irrespective of order;

and, if none of the alternative combinations has been selected, the Pool shall be refunded to the Investors on the Trifecta at the Meeting where these combinations have not been selected.

### 13.2.9 BIG6

At the discretion of the Betting Operator, the two Dividend levels of BIG6 set out in Rule 15, which form the total Pool may not be transferred to a Major dividend pool of a subsequent BIG6 pool, but may instead be divided amongst the Investors on the winners of any five Events with any Selection in the remaining Event. If none of these combinations have been selected, the Pool shall be refunded to the Investors of the last BIG6 where combinations have not been selected.

13.3 The Betting Operator shall use reasonable endeavours to notify Investors if it exercises the discretion contained in Rules 13.2.1 to

13.2.9 to divide any of the various Pools according to the order of precedence set out in those Rules.

13.4 For the purpose of these Rules:

“Jackpot Allocation Table” means the following table:

MEETING CLASS	DEFINITION
NSW / ACT Metropolitan Race	A horse race held in NSW or ACT and conducted by a club that occupies one of the following race courses: (a) Royal Randwick; (b) Rosehill Gardens; (c) Warwick Farm; or (d) Canterbury Park
NSW/ACT Non-Metropolitan Race	A horse race held in NSW or ACT that is not defined in this table as a NSW / ACT Metropolitan Race.
VIC Metropolitan Race	A horse race held in VIC and conducted by a club that occupies one of the following race courses: (a) Flemington; (b) Caulfield; (c) Sandown; or (d) Moonee Valley
VIC Non-Metropolitan Race	A horse race held in VIC that is not defined in this table as a VIC Metropolitan Race.
TAS Metropolitan Race	A horse race held in TAS and conducted by a club that occupies one of the following race courses: (a) Hobart; or (b) Launceston
TAS Non-Metropolitan Race	A horse race held in TAS that is not defined in this table as a TAS Metropolitan Race.
QLD/ NT Metropolitan Race	A horse race held in QLD or NT and conducted by a club that occupies one of the following race courses: (a) Eagle Farm; or (b) Doomben.
QLD/NT Non-Metropolitan Race	A horse race held in QLD or NT that is not defined in this table as a QLD / NT Metropolitan Race.

MEETING CLASS	DEFINITION
SA Metropolitan Race	A horse race held in SA and conducted by a club that occupies one of the following race courses: (a) Morphetville; (b) Cheltenham; or (c) Victoria Park.
SA Non-Metropolitan Race	A horse race held in SA that is not defined in this table as a SA Metropolitan Race.
WA Metropolitan Race	A horse race held in WA and conducted by a club that occupies one of the following race courses: (a) Ascot; or (b) Belmont.
WA Non-Metropolitan Race	A horse race held in WA that is not defined in this table as a WA Metropolitan Race.
International Race	A horse race held outside Australia.
NSW/ACT Harness race	A harness race held in NSW or ACT.
VIC harness race	A harness race held in VIC.
TAS harness race	A harness race held in TAS.
QLD/NT harness race	A harness race held in QLD or NT.
SA harness race	A harness race held in SA.
WA harness race	A harness race held in WA.
International harness race	A harness race held outside Australia.
NSW/ACT greyhound race	A greyhound race held in NSW or ACT.
VIC greyhound race	A greyhound race held in VIC.
TAS greyhound race	A greyhound race held in TAS.
QLD/NT greyhound race	A greyhound race held in QLD or NT.
SA greyhound race	A greyhound race held in SA.
WA greyhound race	A greyhound race held in WA.
International greyhound race	A greyhound race held outside Australia.

**“Succeeding First 4 Event”** means, in relation to a First 4 Event (“Initial First 4 Event”):

- (i) the next First 4 Event (if any) conducted at the same Meeting as the Initial First 4 Event;

or if there is none

- (ii) the next First 4 Event at a meeting selected by the Betting Operator in accordance with rule 13.2(b)(ii).

**“Succeeding Quaddie”** means in relation to a Quaddie (“Initial Quaddie”) the next Quaddie at a Meeting selected by the Betting Operator in accordance with clause 13.2(b)(i).

**“Succeeding Trifecta Event”** means, in relation to a Trifecta Event (“Initial Trifecta Event”):

- (i) the next Trifecta Event (if any) conducted at the same Meeting as the Initial Trifecta Event;

or if there is none

- (ii) the next Trifecta Event at a Meeting selected by the Betting Operator and within the same class as defined in the Jackpot Allocation Table;

**“Succeeding BIG6”** means in relation to a **BIG6** (“Initial **BIG6**”) the next **BIG6** at a Meeting selected by the Betting Operator in accordance with clause 13.2(b)(iii).

13.5 For each Trifecta Pool there shall be:

- (i) a Trifecta jackpot pool into which must be paid any amounts which, under Rules 7.3(ii), 0, 13.3 or 0, are required to be transferred to the Trifecta jackpot pool for that Event;
- (ii) a Trifecta dividend pool into which must be paid:
  - (A) Trifecta Investments on that Event after the deduction of Commission and any Refunds; and
  - (B) the amount (if any) transferred to the Trifecta jackpot pool for that Event.

13.6 For each Quaddie Pool there shall be:

- (i) a Quaddie jackpot pool into which must be paid any amount which, under Rule 7.3(ii), 0 or 13.3.2 are required to be transferred to the Quaddie jackpot pool;
- (ii) a Quaddie dividend pool into which must be paid:
  - (A) Quaddie Investments for that Quaddie after the deduction of Commission and any Refunds; and

- (B) the amount (if any) transferred to the Quaddie jackpot pool for that Quaddie.

13.7 For each First 4 Pool there shall be:

- (i) a First 4 jackpot pool into which must be paid any amount which, under Rules 7.3(ii), 12.11 or 0, are required to be transferred to the First 4 jackpot pool;
- (ii) a First 4 dividend pool into which must be paid:
  - (A) First 4 Investments for that First 4 after the deduction of Commission and any Refunds; and
  - (B) the amount (if any) transferred to the First 4 jackpot pool for that First 4.

13.8 For each BIG6 Pool, there shall be:

- (i) a BIG6 jackpot pool into which must be paid any amount which, under Rule 12.12 are required to be transferred to the BIG6 jackpot pool;
- (ii) a BIG6 dividend pool into which must be paid:
  - (A) BIG6 investments for that BIG6 after the deduction of Commission and any refunds;
  - (B) the amount (if any) transferred to the BIG6 jackpot pool for that BIG6.

## 13.9 COUNTBACKS

In the event of there being no Investor on the appropriate Selections for the Place, Double, Quinella, Exacta and Duet the alternative combinations in order of precedence for the distribution of the Pool shall be:

### 13.9.1 PLACE

- (i) TWO PLACE DIVIDENDS RACE

The other placed Selection;

- (ii) THREE PLACE DIVIDENDS RACE

If one of the placed Selections has not been backed, the Pool shall be divided into two equal parts which shall be divided amongst the Investors on each of the placed Selections which have been backed; and

if two of the placed Selections have not been backed, the Pool shall be divided amongst the Investors on the placed Selection which has been backed;

and the Pool shall be refunded to the Investors if these alternative combinations have also not been Selected.

#### 13.9.2 **DOUBLE**

- (i) the winner of the first Event with the second placing in the second Event;
- (ii) the winner of the first Event with the third placing in the second Event;
- (iii) the second placing in the first Event with the winner of the second Event;
- (iv) the second placing in the first Event with the second placing in the second Event;
- (v) the second placing in the first Event with the third placing in the second Event;
- (vi) the third placing in the first Event with the winner of the second Event;
- (vii) the third placing in the first Event with the second placing in the second Event;
- (viii) the third placing in the first Event with the third placing in the second Event;

and the Pool shall be refunded to the Investors if these alternative combinations have also not been Selected.

#### 13.9.3 **QUINELLA**

- (i) the winner and the third placing;
- (ii) the second placing and the third placing;

and the Pool shall be refunded to the Investors if these alternative combinations have also not been Selected.

#### 13.9.4 **EXACTA**

- (i) the second placing and the winner;
- (ii) the winner and the third placing;
- (iii) the third placing and the winner;
- (iv) the second placing and the third placing; and
- (v) the third placing and the second placing;

and the Pool shall be refunded to Investors if these alternative combinations have also not been selected.



### 13.9.5 DUET

- (i) If one of the combinations set out in Rule (i) has not been backed, the Pool shall be divided into two equal parts which shall be divided amongst the Investors on each of the combinations which have been backed; and
- (ii) If two of the combinations set out in Rule (i) have not been backed, the Pool shall be divided amongst the Investors on the combination which has been backed;
- (iii) the Pool shall be refunded to Investors if these alternative combinations have also not been selected.

## 14 DECLARATION OF LESS THAN THREE PLACINGS

### 14.1 QUINELLA AND EXACTA

If:

- (a) one winner only is declared; and
- (b) no second or third placing is declared;

the Pool shall be divided amongst the Investors on the combination of the winner and any other Selection in the Event irrespective of order.

### 14.2 TRIFECTA

(a) if only two placings are declared:

- (i) the Trifecta jackpot pool for that Event is transferred to the Trifecta jackpot pool conducted on the Succeeding Trifecta Event; and
- (ii) the remainder of the Trifecta dividend pool shall be divided amongst the Investors, on the correct combination of the two placed Selections with any other Selection in the Event;

(b) if only a winner is declared:

- (i) the Trifecta jackpot pool for that Event is transferred to the Trifecta jackpot pool conducted on the Succeeding Trifecta Event; and
- (ii) the remainder of the Trifecta dividend pool shall be divided amongst the Investors, on the correct combination of the winner and any other two Selections in the Event;

and the remainder of the Trifecta dividend pool shall be transferred to the Trifecta jackpot pool conducted on the Succeeding Trifecta Event if these alternative combinations have also not been Selected.

### 14.3 DUET

- (a) if only two placings are declared, the Pool shall be divided amongst the Investors on that combination.
- (b) if only a winner is declared, the Pool shall be divided amongst the Investors or the combination of the winner and any other Selection in the Event irrespective of order;

and the Pool shall be refunded to Investors if these alternative combinations have not been selected.

### 14.4 FIRST 4

- (a) If only three placings are declared:
  - (i) the First 4 jackpot pool for that Event is transferred to the First 4 jackpot pool conducted on the Succeeding First 4 Event; and
  - (ii) the remainder of the First 4 Pool shall be divided amongst the Investors on the correct combination of the three placed Selections with any other Selection in the Event;
- (b) If only two placings are declared:
  - (i) the First 4 jackpot pool for that Event is transferred to the First 4 jackpot pool conducted on the Succeeding First 4 Event; and
  - (ii) the remainder of the First 4 Pool shall be divided amongst the Investors on the correct combination of the two placed Selections with any other two Selections in the Event;
- (c) If only a winner is declared:
  - (i) the First 4 jackpot pool for that Event is transferred to the First 4 jackpot pool conducted on the Succeeding First 4 Event; and
  - (ii) the remainder of the First 4 Pool shall be divided amongst the Investors on the correct combination of the winner and any other three Selections in the Event;

and the remainder of First 4 dividend pool shall be transferred to the First 4 jackpot pool conducted on the Succeeding First 4 Event if these alternative combinations have also not been Selected.

## 15. BIG6 DIVIDEND LEVELS

- 15.1 Subject to Rules 0, 15.3 and 15.4 the **BIG6** Pool shall be divided into two parts as nearly as possible in accordance with the percentages listed below:

- (i) **Major Dividend** – an Investment containing winning Selections in 6 Events: 90%
  - (ii) **Supplementary Dividend** – an Investment containing winning Selections in any 5 Events: 10%
- 15.2 If one Event in the **BIG6** is cancelled, postponed or abandoned all Selections on that Event shall be deemed to be winners and the **BIG6** pool shall be divided on that basis.
- 15.3 If two or three Events in a **BIG6** are cancelled, postponed, or abandoned, 100% of the **BIG6** Pool shall be available for Major Dividends and all Selections in the affected legs shall be deemed to be winners.
- 15.4 If four or more Events in a **BIG6** are cancelled, postponed or abandoned, the **BIG6** Pool shall be refunded, excluding any carry-in jackpot.
- 15.5 In the event that there is no Investment containing the number of winning Selections required for Major or Supplementary Dividends as set out in Rules 15.2, 15.3, and 0, that part of the **BIG6** Pool shall be carried forward:
- (i) if the Betting Operator has determined to transfer that part of the **BIG6** Pool to a subsequent **BIG6** Pool, to a Major Dividend of a subsequent **BIG6** Pool conducted by the Betting Operator; or
  - (ii) if the Betting Operator has determined not to transfer that part of the **BIG6** Pool to a subsequent **BIG6** Pool, to the Dividend in that **BIG6** with the next lowest number of winning Selections for that Dividend.
- 15.6 **BIG6** Jackpot allocations are added to the Major Dividend. Supplementary Dividends do not receive Jackpot allocations.

## 16. MINIMUM DIVIDEND

- 16.1 This Rule only applies to the following Racing Totalisator Bet Types-

Win  
Place  
Quinella  
Exacta  
Duet  
Trifecta  
First 4  
Double  
Quaddie

and to Sports Totalisators.

In this Rule

- (a) “the notional dividend” means the amount calculated in the usual manner as the dividend in respect of the base unit of Investment on an Event;
  - (b) “the payable dividend” means the amount to be paid as a dividend in respect of the base unit of Investment on an Event.
- 16.2 Subject to Rules 0 and 0 and the provisions in the Act pertaining to the calculation of dividends, the notional dividend in respect of an Event shall be the payable dividend in respect of that Event.
- 16.3 Subject to Rule 0, where the notional dividend in respect of an Event is:
- (a) less than or equal to the base unit of Investment; or
  - (b) more than the base unit of Investment but less than the base unit of Investment plus 5 cents,
- the payable dividend shall be 104% of the base unit of Investment.
- 16.4 Rule 0 does not apply:
- (a) where 2 or more Competitors dead heat in an Event and the Pool or part of the Pool is to be divided among the Competitors that dead heat;
  - (b) if as a result of the application of Rule 0 the payable dividend in respect of one or more parts of a Pool, the total amount of dividends payable in respect of an Event would exceed the total Investments in respect of that Event (less any Refunds);
  - (c) to Win, Place, Quinella, Exacta, Duet, Trifecta, First 4 Double, and Quaddie Bet Types if the total amount of dividends payable in respect of an Event would exceed the total Investments in respect of that Event (less any Refunds);
  - (d) to the Place Bet Type:
    - (A) if the total Investments on any one of the placed Competitors in a Two Place Dividends Race is more than 50% of the total Investments in respect of that Event (less any Refunds);
    - (B) if the total Investments on any one of the placed Competitors in a Three Place Dividends Race is more than 40% of the total Investments in respect of that Event (less any Refunds);
  - (e) to the **Duet** Bet Type if the total Investments on any one of the combinations that are placed is more than 40% of the total Investments in respect of that Event (less any Refunds);
  - (f) to Sports Totalisators; or
  - (g) where Rule 7.1(k) is operative.

- 16.5 In the circumstances referred to in Rule 0 the payable dividend shall be the notional dividend or the base unit of Investment, whichever is greater.
- 16.6 If as a result of the operation of Rules 0 or 0 there is insufficient money in the Pool for payment of the total payable dividends, the deficiency shall be paid by the Betting Operator.

## 17. SELECTION NUMBERS AND SCORE RANGES FOR SPORTS TOTALISATORS

### 17.1 FOOTY DOUBLE, FOOTY XTRA DOUBLE, HALF /FULL DOUBLE , QUAD AND QUARTER QUAD

SELECTIONS	HOME TEAM TO WIN/LEAD BY:	SELECTIONS	AWAY TEAM TO WIN/LEAD BY:
1	Score Range 1 - 12	9	Score Range 1 - 12
2	Score Range 13 - 24	10	Score Range 13 - 24
3	Score Range 25 - 36	11	Score Range 25 - 36
4	Score Range 37 - 48	12	Score Range 37 - 48
5	Score Range 49 - 60	13	Score Range 49 - 60
6	Score Range 61 - 72	14	Score Range 61 - 72
7	Score Range 73 +	15	Score Range 73 +
8	DRAWN GAME/TIED SCORES		

### 17.2 FOOTY WIN

SELECTIONS	HOME TEAM TO WIN BY:	SELECTIONS	AWAY TEAM TO WIN BY:
1	Score Range 0 - 12	6	Score Range 0 - 12
2	Score Range 13 - 24	7	Score Range 13 - 24
3	Score Range 25 - 42	8	Score Range 25 - 42
4	Score Range 43 - 60	9	Score Range 43 - 60
5	Score Range 61+	10	Score Range 61+

## APPENDIX A

### TOTALISATOR MAXIMUM COMMISSION DEDUCTIONS AND WIN RATES TABLE

**1. Totalisator Maximum Commission Deductions and Win Rates (Return to Investor) Racing (parimutuel)**

<b>Bet Type</b>	<b>Maximum Commission Deduction (%)</b>	<b>Win Rate (%)</b>
Win	14.50%	85.50
Place	14.25%	85.75
Quinella	14.75%	85.25
Duet	14.50%	85.50
Exacta	16.50%	83.50
Trifecta	20.00%	80.00
First 4	22.50%	77.50
Daily Double	17.00%	83.00
Running Double	17.00%	83.00
Quaddie	20.00%	80.00
BIG6	25.00%	75.00
International Pooled Bet	The lesser of 25.00% or the maximum commission applying in the pooling (host) jurisdiction	

**\* Totalisator Win Rates (Return to Investor) Sports (AFL)**

<b>Bet Type</b>	<b>Win Rate (%)</b>
Footy Win	80.00%
Footy Double	80.00%
Footy Xtra Double	80.00%
Half/Full Double	80.00%
Half/Full Xtra Double	80.00%
Quad	75.00%
Quarter Quad	75.00%
Tip 7	80.00%
Tip 8	80.00%