

**RULES RELATING TO TRACKSIDE BETTING TRANSACTIONS
IN THE AUSTRALIAN CAPITAL TERRITORY**

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1. INTERPRETATION

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

“**Act**” means the Gaming and Betting Act 1994 (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.

“**Advertising Starting Time**” means the starting time of a Game as advised and or displayed by the Betting Operator.

“**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 Subscription more particularly described in Rule 3.6

“**Cash Outlet**” means any office at which the Betting Operator receives cash subscriptions direct from the public.

“**Competitor**” means any person, team, animal or object that is a competitor in any Game upon which the Betting Operator is accepting Subscriptions and includes a contestant.

“**Game**” 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 and approved by the Minister as being available for selection.

“**Game Outcome**” means the result of a Game as determined by the Random Number Generator.

“**List Number**” means the number given to a Selection by the Betting Operator.

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

“**No Game**” means a Game in which no winners or placings are declared.

“**Random Number Generator**” means that component of the computer system for Trackside which determines the Game Outcome.

“**Refund**” means the amount of a Subscription made that is repayable to a Subscriber (whether wholly or partly) in accordance with these Rules.

“**Return**” means the amount declared to be payable in respect of any Game and includes the unit of subscription.

“**Selection**” means any person, team, animal or object or combination thereof nominated by the Betting Operator and available for a Subscriber to carry a Subscription.

“**Subscription**” means an amount of money which has been bet or wagered in respect of any Game.

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

“**Trackside**” means the fixed odds approved betting competition known as “**Trackside**” (previously “**Tabrace**”) approved by the Minister pursuant to Section 64 of the Act.

“**Ticket**” means the printed ticket issued to a Subscriber by the Betting Operator.

“**Transaction**” includes “bet”, “wager”, “subscription” and “refund”.

“**Wagering Office**” means any premises operated and/or occupied by or on behalf of the Betting Operator pursuant to the provisions of the Act.

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

2.1. These Rules are made on 4 June 2004, and come into operation on 5 July 2004.

2.2. The purpose of these Rules is to establish the conditions under which Trackside Transactions will be conducted at or through Wagering Offices and for matters incidental to the operation of the Act.

2.3. A copy of these Rules shall be exhibited in each Cash Outlet in a position readily accessible to the public.

- 2.4. These rules shall apply to all Trackside Transactions conducted at or through a Wagering Office.

3. GENERAL CONDITIONS RELATING TO TRANSACTIONS AT OR THROUGH WAGERING OFFICES

3.1 APPLICATION OF THE GAMING AND BETTING ACT 1994

Any Subscriber, or any person being on any premises at which the Betting Operator accepts Subscriptions, 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.

3.2 PERSONS PROHIBITED FROM INVESTING

- 3.2.1. 3.2.1.1 Subscriptions made by or on behalf of persons under the age of eighteen (18) years will not be accepted.
- 3.2.1.2 Returns or Refunds will not be paid or made to persons under the age of eighteen (18) years.
- 3.2.1.3 Betting vouchers may not be redeemed or purchased by persons under the age of eighteen (18) years.
- 3.2.2. 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 Wagering Office or invest, or through an agent invest, at or through a Wagering Office.
- 3.2.3. The Betting Operator may refuse to accept a Subscription 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 SUBSCRIPTIONS

- 3.3.1. Subscriptions at or through any Wagering Office will be accepted only for such Games as the Betting Operator shall from time to time direct.
- 3.3.2. The Betting Operator or the person in charge at any Wagering Office shall be entitled to reject part or all of any Subscription at any time and without giving any reason.
- 3.3.3. The Betting Operator or the person in charge at any Wagering Office shall be entitled to decline to cancel part or all of any Subscription at any time and without giving any reason.
- 3.3.4. The Betting Operator or the person in charge at any Wagering Office shall be entitled to reject part or all of any Subscription at any time if the Betting Operator's maximum payout liability for Subscriptions of that Bet Type on a particular Game is exceeded by that Subscription.

3.4 SUBSCRIPTION AND LIABILITY LIMITS

- 3.4.1. The base unit for all types of Subscription shall be as determined by the Betting Operator from time to time.
- 3.4.2. The minimum Subscription for all Bet Types shall be as determined by the Betting Operator from time to time and may vary as between Bet Types.

- 3.4.3. The maximum Subscription and liability limit for all Bet Types and Selections shall be as determined by the Betting Operator from time to time and may vary between Bet Types.
- 3.4.4. The maximum Return for all Bet Types shall be as determined by the Betting Operator from time to time and may vary as between Bet Types.

3.5 RETURNS

- 3.5.1. The Returns calculated and declared on the Betting Operator's computer system and notified to Subscribers shall be for a Subscription of one (1) dollar.
- 3.5.2. The Returns for each Competitor may be altered at any time by the Betting Operator providing that no active Tickets with unplayed games have been issued.

3.6 BET TYPES

- 3.6.1. **“Win”** is a Subscription on a Game on the chance that a Selection will fill first place in that Game as determined by the Game Outcome.
- 3.6.2. **“Place Bet”** is a Subscription on a Game which requires the Selection to finish in the first three places as determined by the Game Outcome.
- 3.6.3. **“Win/Place”** is a Subscription on a Game of an equal amount or variable amounts on both Win and Place.
- 3.6.4. **“Quinella”** is a Subscription on a Game on the chance that a combination of two Selections shall fill first and second places (irrespective of order) in that Game as determined by the Game Outcome.
- 3.6.5. **“Trifecta”** is a Subscription on a Game on the chance that a combination of three Selections shall fill first, second and third places in order in that Game as determined by the Game Outcome.

3.7 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 a Subscriber as a result of or arising out of or as a consequence of any of the following:-

- 3.7.1. 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.
- 3.7.2. A Subscriber'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.
- 3.7.3. Except in the case of negligence by the Betting Operator, any personal injury suffered by a Subscriber as a result of having been on the Betting Operator's premises.
- 3.7.4. Failure by the Subscriber to rectify inaccurate or omitted Subscription details when such details are issued on a Ticket.
- 3.7.5. Alleged inaccurate or omitted Subscription details where the Subscriber is incoherent or offensive.
- 3.7.6. Delivery of cheques or any transfer made to the bank account of a Subscriber.

- 3.7.7. Early or late closure of sales caused by any reason whatsoever.
- 3.7.8. Any systems, communication or equipment malfunction which malfunction is beyond the reasonable control of the Betting Operator.
- 3.7.9. The disclosure of a Subscriber's Transaction details or the accuracy thereof where that disclosure is made by the Betting Operator under the Act or any law.
- 3.7.10. Reliance upon any inaccurate statement made by the Betting Operator in respect of any matter relating to the Subscriber 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.
- 3.7.11. Reliance upon any inaccurate statement made by a person other than the Betting Operator in respect of any matter relating to the Subscriber or to the Betting Operator or to any selections.
- 3.7.12. Reliance upon any inaccurate statement made by any person whatsoever (including the Betting Operator) in respect of any matter relating to the Subscriber or to the Betting Operator or to any Selections where such statement is manifestly inaccurate.

4. CLOSING TIME FOR SUBSCRIPTIONS

- 4.1. Subject to Rule 4.2, the close of sales for Subscriptions on a Game is the start of the Game.
- 4.2. The Betting Operator may at its option close selling on a Game before the start of the Game or at, before or after the Advertised Starting Time of the Game and without limiting the generality of the foregoing may do so in cases of systems, communication or equipment malfunction or where the Game starts on a day or at a time on which the Betting Operator is not accepting Subscriptions.
- 4.3. The Betting Operator may at its option re-open selling on a Game which it has previously closed in accordance with Rule 4.2.
- 4.4. Any Subscriptions accepted by the Betting Operator after the start of a Game will be placed on the next Game or if the Subscription is on more than one (1) Game, placed on the number of consecutive Games nominated by the Subscriber commencing with the next Game.
- 4.5. It is the responsibility of a Subscriber to allow sufficient time for Subscription before the close of sales on a Game.

5. PLACING OF SUBSCRIPTIONS

5.1. GENERAL CONDITIONS

- 5.1.1. Subject to Rule 4, Subscriptions may be made during such times and for such Games as the Betting Operator may from time to time direct.
- 5.1.2. The Subscriber shall supply such information as may be required to identify clearly the Subscription to be made on the Game concerned.
- 5.1.3. Subscriptions will be accepted in the manner set out in this Rule 5 in Cash Outlets.

5.2. CASH OUTLET SUBSCRIPTIONS

- 5.2.1. In Cash Outlets, only Betting Vouchers, bank notes or coins will be accepted as payment for Subscriptions.
- 5.2.2. Before a Subscription can be accepted the Subscriber must indicate clearly the Game, Selection, Bet Type, the amount of the Subscription and such other information as may be required by the Betting Operator.
- 5.2.3. The Betting Operator shall provide the Subscriber with confirmation of the Subscription by the issue of a Ticket bearing the Subscription details.
- 5.2.4. A Ticket for a single Game and for a single bet will display the potential Return for that Subscription.
- 5.2.5. Subject to the provisions of Rule 7.1, the Subscriber shall be deemed to accept the Subscription confirmed to him unless the Subscriber corrects any error or omission immediately after the issue of the Ticket.

5.3. FORWARD GAMES

- 5.3.1. The Subscriber may, at the discretion of the Betting Operator, make a Subscription in Trackside Games scheduled to occur after the next immediately scheduled Trackside Game (“Forward Games”) provided such Subscription is in respect of games which are sequential and commencing with the next available Game.
- 5.3.2. Subject to the provisions in Rule 7, a Ticket with forward games may not be cancelled after commencement of the first Game on that Ticket.
- 5.3.3. A Refund may be obtained for forward games unplayed on a Ticket. All dividends won on Games already played will be paid, along with a Refund of the Subscription value of any Games not yet commenced.

6. CREDITING AND PAYMENT OF DIVIDENDS AND RETURNS AND CLAIMS PROCEDURES

6.1. GENERAL

- 6.1.1. Subject to these Rules any Returns won by or Refund made to a Subscriber shall be paid to that Subscriber in the Betting Operator’s sole discretion either in cash, by cheque or Betting Voucher.
- 6.1.2. The Betting Operator shall not be obliged to make payment of any Returns or Refund until a Subscriber has provided any documentation and information as the Betting Operator may reasonably require.
- 6.1.3. The Betting Operator will use its best reasonable endeavours to ensure that Returns will be available for payment or crediting immediately after the result of a Game is known.
- 6.1.4. Notwithstanding Rule 6.1.3, if the Betting Operator’s offices are not open at the time Returns or Refund is determined or if unforeseen circumstances arise, determination of the Returns and/or payout may be delayed at the sole option of the Betting Operator.

- 6.1.5. Any Returns or Refund miscalculated by the Betting Operator shall be void and the incorrect amount of the Returns or Refund shall be treated as a debt owed by or credit due to the Subscriber, as the case may be.

6.2. CREDITING AND PAYMENT OF RETURNS AND REFUNDS, CLAIMS PROCEDURE

- 6.2.1. The following provisions apply to the payment of Returns and Refunds in Cash Outlets:-

6.2.1.1. The appropriate Ticket must be presented when collecting any Returns or Refund due in respect of a Subscription. In the event that the Ticket represents Subscriptions on one (1) or more undecided Games, those Subscriptions will be refunded.

6.2.1.2. Returns may only be collected for a period of not less than twelve (12) weeks after the Game is decided.

Claims

6.2.1.3. Returns may be claimed after the time referred to in Rule 6.2.1.2 by submitting a claim to the Betting Operator's Head Office.

6.2.1.4. Notwithstanding Rule 6.2.1.2 and 6.2.1.3, any Returns and Refunds which are not claimed shall be dealt with in accordance with the Act

6.2.1.5. Claims for lost, destroyed or mutilated tickets can be made for a period of fourteen (14) days after the Game for which the ticket was issued is decided.

6.2.1.6. The Betting Operator may charge a fee not exceeding ten (10) dollars on all claims referred to in Rule 6.2.1.5 and a statutory declaration attesting to the circumstances of the claim must accompany each such claim.

6.2.1.7. Payment of successful claims approved by the Betting Operator will not be made until the expiration of twelve (12) weeks from the date the Game was decided.

- 6.2.2. 6.2.2.1 The amount to be paid upon successful claims approved by the Betting Operator shall be calculated by reference to the Returns declared.

6.2.2.2 Such amounts as are paid to the claimant pursuant to Rule 6.2.2.1 shall exclude any refund or credit given to the claimant in respect of the claimant's Subscription under any other provision of these Rules.

- 6.2.3. Where a Subscriber contends 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.

7. CANCELLATION OF SUBSCRIPTIONS

- 7.1 Subject to the exception set out in 3.3.3 and 7.2, a Subscriber may cancel a Subscription and obtain a Refund of that Subscription at any time prior to the close/sell time of the Game concerned.

- 7.2 In the event that a Subscriber wishes to cancel a Subscription on one (1) or more undecided Games on the same Ticket after the first Game on that Ticket has been

decided, the Subscriber may cancel undecided Subscriptions and obtain a Refund of those Subscriptions at any time after the result of any Game represented on the Ticket is known and prior to the close/sell time of the last Game represented on the Ticket.

8. NO-GAME, CANCELLED, POSTPONED OR ABANDONED GAMES

If a Game has been cancelled, abandoned or postponed to a later date or declared to be a 'no-game' and not subsequently re-run, all Subscriptions made in connection with that Game shall be refunded.

9. MALFUNCTIONS

- 9.1. In the event of a malfunction of the computer software or hardware subsequent to the opening of sales on a Game all Subscriptions on that Game will be held by the Betting Operator until the malfunction is rectified except as provided in Rules 9.2 and 9.3.
- 9.2. Where a malfunction of the type referred to in Rule 9.1 has not been rectified prior to the scheduled commencement of the Game immediately following the Game in respect of which there has been a malfunction, the Game shall be declared void and all Subscriptions made in connection with that Game shall be refunded.
- 9.3. Where the placed Competitors in a Game have been selected by the Random Number Generator, but cannot be fully transferred to the main computer, or cannot be broadcast via the monitors, the placed Competitors selected by the Random Number Generator will constitute the result of the Game.
- 9.4. Where a malfunction of the type referred to in Rule 9.1 occurs such that the results of a Game as displayed are amended by the Betting Operator after Returns declaration and commencement of payment, then the amended Returns will stand and no other Subscribers will be entitled to Returns.
- 9.5. In the event of any inconsistency between either one or more of the game display, photo finish sequence and the result, the Game Outcome shall be the result as displayed.