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TOTALIZATOR ACT 1997

AMENDMENT TO THE TAB LIMITED FIXED PRICE RACING BETTING RULES

I, Paul Newson, Deputy Secretary Liquor, Gaming & Racing, under delegation of the Minister pursuant to section 115 of the *Totalizator Act 1997* (hereinafter referred to as the Act), pursuant to section 54(1) of the Act, **DO HEREBY APPROVE** the TAB Limited Fixed Price Racing Betting Rules, annexed to this instrument. This takes effect from the date published in the New South Wales Government Gazette. This instrument has the effect of repealing any/all previous versions of the TAB Limited Fixed Price Racing Betting Rules published in the Gazette and replacing them with the Rules annexed to this instrument.

Dated this 28th day of February 2019

Paul Newson)
Deputy Secretary)
Liquor, Gaming & Racing)

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1. PRELIMINARY

- 1.1 These Rules are to be referred to as the TAB Fixed Price Racing betting Rules made under section 53 of the Totalizator Act 1997.
- 1.2 Unless otherwise provided, these Rules shall be applied by TAB Limited in respect of any contingency on which it conducts fixed price racing betting in accordance with section 13 of the Totalizator Act 1997.
- 1.3 Every TAB customer shall be deemed to be acquainted with these Rules and any conditions determined by TAB relative to a particular racing event to which a fixed price racing bet relates and to have agreed to be bound thereby.
- 1.4 In the case of all fixed price racing bets between TAB and a customer the location of the contract is deemed to be New South Wales and the laws of New South Wales are deemed to apply.
- 1.5 If the stewards request the disclosure of personal information pertaining to accounts or transactions, the customer shall be deemed for the purposes of the Act to have consented to the TAB providing such personal information to the stewards.
- 1.6 These Rules commence on 09 September 2017

2. DEFINITIONS

'Act' means the Totalizator Act 1997.

'All-In' means that, regardless of whether or not a particular contestant listed by TAB Limited for a race starts or completes the race on which a fixed price racing bet is placed, the bet shall stand and no refund shall be payable.

'Branch' means an office, branch or agency of TAB at which totalizator, fixed price racing bets or declared event bets are received directly from the public; and at NSW racecourses where bets are received by the racing club as an Agent for TAB.

'Bundle Bet' means any bet made on a Fixed Price Racing Event where the customer has selected multiple contestants to win (or any other betting option made available by TAB) from the same event and is offered a Bundled Price that the customer shall, subject to these Rules, be entitled to if a selected contestant is successful. The minimum and maximum number of selections that a customer may include in a Bundle Bet for an event shall be determined by TAB.

'Bundle Price' means, subject to Rules 4.5 - 4.13, the price set by TAB at TAB's sole discretion and applied at the time of investment on a Bundle Bet, including any additional multiple or factor.

'Declared Event Bet' means any bet made at a fixed price with TAB on an approved declared event via any approved TAB betting medium.

'Declared Event Betting Event' means any event approved under section 18 of the Act.

'Declared Event Betting Ticket' means a ticket issued in accordance with Part 3 (Transactions) of these Rules and includes any form of electronic record approved by TAB.

'Fixed Price Racing Bet' means a bet made at a fixed price with TAB on a fixed price racing event via any approved TAB betting medium.

'Fixed Price Racing Event' means a racing event on which TAB conducts fixed price betting in accordance with an approval by the Minister under section 13 of the Act.

'Fixed Price Racing Betting Ticket' means a ticket issued by TAB in accordance with Part 3 (Transactions) of these Rules and includes any form of electronic record approved by TAB.

'Multi Bet' means a bet issued under one (1) ticket serial number in respect of which any resultant dividend or refund from a selected contingency shall be reinvested (in accordance with the investor's instructions given at the time of investment) in either one or more other subsequent selected contingencies:

- on a different declared event betting event or fixed price racing event (**'Standard Multi Bet'**); or
- in the same declared event betting event or fixed price racing event (**'Same Event Multi Bet'**),

noting that a Standard Multi Bet may contain one or more Same Event Multi Bets as part of its selected contingencies.

"Multiplier" means a feature that will allow a person making bets on certain events to multiply the return of one bet per day between 1.02 and 5 times the existing odds.

'Payout' means the amount payable to a particular investor should the result wagered upon by that investor in fact occur and includes the total amount wagered upon the result.

'Price' means either:

- when expressed in monetary terms, the payout for an outlay of a certain monetary unit, inclusive of the unit of outlay, or
- when expressed in fractional terms the ratio of win to stake.

‘Proposition’ means a given result or combination of results which may occur in any event upon which TAB operates.

‘Rules’ means these Rules of betting made under section 53 of the Act as amended from time to time.

‘Stake’ means the monetary outlay by the customer in placing a fixed price racing bet. In the case of multi bets the monetary outlay may be in fractions of whole dollars or cents.

‘TAB’ means TAB Limited A.C.N 081 765 308, as constituted by the Totalizator Agency Board Privatisation Act 1997, its officers and assigns and shall include any trading entity affiliated with TAB by ownership or otherwise.

3. TRANSACTIONS

3.1 General

- 3.1.1 TAB may at its sole discretion field on any fixed price racing event. The price is subject to change by TAB without notice.
- 3.1.2 The amount of a fixed price racing bet shall be as agreed between TAB and the customer.
- 3.1.3 Subject to Rule 3.1.4, TAB may refuse to accept any fixed price racing bet at its sole discretion and without stating reasons.
- 3.1.4 Subject to 3.1.1, TAB may set any minimum or maximum stake or payout for fixed price racing bets.
- 3.1.5 TAB reserves the right to adjust the price of a multi bet involving the same contestant, provided that in such cases the customer is clearly notified of such adjustment in price prior to the bet offer being accepted by TAB.
- 3.1.6 TAB shall use its best endeavours to ensure the currency of all markets for fixed price racing events but shall not be liable for any errors or omissions relating to those markets.
- 3.1.7 TAB may delegate to its duly authorised employees or agents its powers in respect to the setting of prices, acceptance or refusal of individual bets and

the recording of such bets and such other matters as it may determine from time to time.

3.2 Cash bets

- 3.2.1 A customer who makes a cash fixed price racing bet shall give the fixed price racing bet details in such form as TAB may determine from time to time.
- 3.2.2 The seller who accepts a cash fixed price racing bet at a cash sales outlet shall, while the customer is at the betting window, issue a fixed price racing betting ticket to the customer who made the fixed price racing bet.
- 3.2.3 The fixed price racing betting ticket shall include details of:
- (a) the stake;
 - (b) the name of the selection and the fixed price racing event to which the fixed price racing bet relates; and
 - (c) the payout due upon redemption of the fixed price racing betting ticket should the selected competitor or multi bet selection be declared a winner by TAB.
- 3.2.4 The fixed price racing betting ticket represents acknowledgment by TAB of receipt of the fixed price racing bet in relation to which the fixed price racing betting ticket is issued.
- 3.2.5 The fixed price racing betting ticket may be cancelled if the amount of the fixed price racing bet is not paid for immediately after the fixed price racing betting ticket is issued.
- 3.2.6 The details of the amount of a fixed price racing bet, the selection and the fixed price racing event to which the fixed price racing bet relates recorded on a fixed price racing betting ticket issued by TAB are taken to be the details of the fixed price racing bet for which the fixed price racing betting ticket is issued, even if those details differ in any respect from the details given by the customer making the fixed price racing bet.
- 3.2.7 A customer who is issued with a fixed price racing betting ticket that the customer claims is incorrect because it does not correctly reflect the details given by the customer when the fixed price racing bet was made, is entitled to have that fixed price racing bet cancelled and the bet amount refunded but only if the seller who issued the fixed price racing betting ticket is satisfied that it is incorrect on the grounds so claimed.

- 3.2.8 Any entitlement under Rule 3.2.7 may only be exercised within two 2 minutes from the time of issue of the fixed price racing betting ticket and before the close of betting on the relevant fixed price racing event.

3.3 Telephone, Internet and other electronic bets

3.3.1 Acceptance of telephone, Internet or other electronic fixed price racing bets

Telephone, Internet and other electronic fixed price racing bets shall only be accepted at a location approved by TAB for such purpose. Telephone, Internet and other electronic fixed price racing bets shall only be made to a telephone number, internet or other electronic address or carrier, approved by TAB for the purposes of receiving fixed price racing bets.

3.3.2 Method of making telephone, Internet or other electronic fixed price racing bets

The customer making the fixed price racing bet shall clearly state:

- (a) the betting account number against which the fixed price racing bet is to be charged and if required, the code allocated to that account; and,
- (b) the details of the fixed price racing bet in such form as TAB may determine from time to time in respect of the bet.

The Manager of a Branch may:

- (i) direct that a telephone, Internet or other electronic fixed price racing bet not be accepted, or
- (ii) if the customer making the fixed price racing bet speaks in an insulting, indecent or threatening manner, or conveys any false or misleading information, or wilfully takes advantage of any TAB errors, direct that a customer's betting account be closed and any money standing to the credit of the account be refunded to the customer.

3.3.3 Records of telephone, Internet and other electronic fixed price racing bets

An officer at a branch who proposes to accept a telephone, Internet or other electronic fixed price racing bet shall:

- (a) make a record, in such manner as TAB may require, of such details as are necessary to identify the customer making the fixed price racing bet and to describe the particular fixed price racing bet made; and

- (b) repeat the details of the fixed price racing bet to the customer, unless the customer indicates that he or she does not wish to have them repeated.

If, before the close of betting and while the customer is still on the telephone, the customer objects that the details are not as specified by the customer, the seller accepting the fixed price racing bet shall:

- (i) correct the record in accordance with the objection, or
- (ii) if it is not practicable for (i) to be done before the close of betting, reject and cancel the fixed price racing bet.

A telephone, Internet or other electronic fixed price racing bet is taken not to have been accepted at a branch unless a record of the fixed price racing bet has been made in accordance with this Rule.

The details of a telephone, Internet or other electronic fixed price racing bet recorded in accordance with this Rule are taken to be the details of the fixed price racing bet, even if those details differ in any respect from the details given by the customer making the fixed price racing bet.

A record of each telephone, Internet or other electronic fixed price racing bet made to a branch shall be sent to TAB.

In addition to the other requirements of this Rule, the manager of a branch shall ensure that all telephone, fixed price racing bets are tape recorded and the tape recording sent to TAB.

TAB must retain the tape recording for a period of at least 28 days from the date of the fixed price racing event or contingency to which the fixed price racing bet relates or, if a claim with respect to the fixed price racing bet is made during that period, until the claim is finally determined.

3.4 Betting Accounts

3.4.1 Establishment of Betting Accounts

A customer may apply to TAB for the establishment of an account for betting purposes ("a betting account").

The application:

- (a) shall be in a form approved by TAB;
- (b) shall specify such particulars, and be completed in such manner, as TAB may require; and

(c) shall be accompanied by a deposit, or by a guarantee from a bank, building society or credit union acceptable to TAB, to be credited to the account.

A deposit to a betting account made by way of cheque shall not be credited to the account until TAB is satisfied that the cheque has been cleared.

A customer who establishes a betting account shall be notified by TAB of the code allocated to the account.

A person who receives a deposit for payment into a betting account must cause a receipt for the deposit to be issued to the customer by whom the deposit is made.

3.4.2 **Instructions to TAB in relation to betting accounts**

A customer who has established a betting account with TAB may give instructions to TAB, in such manner as TAB may approve, relating to the application or disposal of any amount standing to the credit of the account.

TAB must comply with any reasonable instruction given to it by a customer under this Rule, but in giving such instruction the customer agrees to waive any liability of TAB for the payment of said amount to the customer.

3.4.3 **Betting account statements**

On receipt of a request from an account holder, and at such other times as TAB determines, TAB shall send to the account holder a statement relating to a betting account established by that person with TAB.

A statement relating to a betting account is to be in such form, and is to specify such particulars, as TAB considers appropriate.

3.4.4 **Payment of betting account guarantees**

Within 14 days after TAB sends a statement relating to a betting account to the customer who has lodged a guarantee from a bank, building society or credit union with TAB in respect of the account, the customer must pay to TAB any money due to TAB by the customer from the operation of the account.

TAB may take such action in terms of the guarantee from a bank, building society or credit union as is necessary to recover any monies that remain unpaid after the expiration of the 14 day period.

3.4.5 **Non-operation of betting accounts**

TAB may close any betting account that is not operated for a period of 3 months and, in that event, shall transfer any amount standing to the credit of the account to a dormant account operated by TAB. In such cases TAB

shall notify the holder of the account at the last address known to TAB that the account has been closed.

TAB may reopen a betting account that has been closed under this Rule and re-credit to the account any amount credited to a dormant account as a result of the closure of the account.

3.4.6 **Overdrawn accounts**

Where an amount has been incorrectly credited to an account or an incorrect amount has been credited to such an account, TAB:

- (a) may adjust the account to the extent necessary to rectify the incorrect credit; and
- (b) if, as a result of such adjustment, the account is in debit, may recover as a debt the amount of the deficiency in the account.

3.5 **Betting Vouchers**

TAB may issue betting vouchers.

A betting voucher:

- (a) is to be in such a form as TAB determines.
- (b) is valid for such periods as is specified on the betting voucher.
- (c) is to be regarded as cash equal to the value of the amount represented by the voucher.
- (d) may be accepted at any TAB cash sales outlet:
 - (i) for the making of fixed price racing bets, or
 - (ii) for the making of other bets with TAB, or
 - (iii) for the making of deposits to a betting account maintained with TAB.

4 **FIXED PRICE RACING BETTING**

4.1 TAB may conduct fixed price racing betting on fixed price racing events as approved by the Minister under section 13 of the Act.

4.2 Except as provided by Rule 4.5, TAB may only offer fixed price racing betting on a contestant nominated or accepted for the relevant fixed price racing event, except where conditions of the event permit the payment of a late

entry fee to start in the event. In the case of events where a late entry condition is available, TAB is obliged to ensure that any contestants not nominated are clearly marked as such in all betting markets that are displayed.

- 4.3 Fixed price racing betting will consist of the following betting types:
- (a) Win; or
 - (b) place; or
 - (c) multi bets on or between designated races; or
 - (d) multi bets on or between designated races and declared events; or
 - (e) Bundle Bet; or
 - (f) any other type determined by TAB and approved by the Minister.
- 4.4 TAB may at its absolute discretion determine the bet types it offers on any particular fixed price racing event.
- 4.5 All fixed price racing bets (win and place) placed before the official time for the declaration of final acceptances will be all-in except where contestants have yet to be nominated for a fixed price racing event in which case TAB may offer fixed price racing betting on that event provided that:
- (a) investments are refunded on any contestant who is subsequently not nominated for the relevant fixed price racing event; or
 - (b) for a Bundle Bet, investments are refunded where none of the selected contestants are subsequently nominated for the relevant fixed price racing event.
- 4.6 Except as provided by Rule 4.7, in the case of fixed price racing bets (win and place) placed after the official time for the declarations of final acceptances:
- (a) bets placed on any contestant which is subsequently scratched are to be refunded in full; and
 - (b) the payout due on successful bets are subject to the TAB scale of deductions contained in schedule 1 of these Rules as applying to the price offered by TAB for that contestant at the time of its scratching.
- 4.7 If a Bundle Bet is placed after the official time for the declaration of final acceptances for the event and:
- (a) one (or more) selected contestant is scratched, but more than one selected contestant remains, the Stake will stand but a new Bundle Price will be set having regard to the price of the remaining contestants at the time the Bundle Bet was placed and any additional multiple or factor will be removed from the new price;
 - (b) all but one selected contestant is scratched, the Bundle Price for the remaining selected contestant will revert to its price at the time the

Bundle Bet was placed and any additional multiple or factor will be removed from the new price;

- (c) all selected contestants of the Bundle Bet are scratched, the Bundle Bet will be refunded in full once the event results; and
 - (d) any payout due on successful bets may be subject to the TAB scale of deductions contained in schedule 1 of these Rules as applying to the price offered by TAB for that contestant at the time of its scratching.
- 4.8 Except as provided by Rule 4.9, any fixed price racing bets (standard multi bets) placed before the official time for the declaration of final acceptances for all events within the standard multi bet will be “all in”.
- 4.9 In the case of fixed price racing Bundle Bets (multi bets) placed before the official time for the declaration of final acceptances for the event within a multi bet, if Rule 4.5(b) or 4.12 applies, that leg will be ignored for the purpose of calculating the payout.
- 4.10 Except as provided by Rule 4.11, in the case of fixed price racing bets (multi bet), if the time of bet placement is after the official time for the declaration of final acceptances for an event within the multi bet:
- (a) If a selected contestant is scratched from the event, that leg will be ignored for the purpose of calculating the payout;
 - (b) If the time of bet placement is after the official time for the declaration of final acceptances for all events within the multi bet, in the event that all contestants selected are scratched in all events included in the bet, the bet shall be refunded;
 - (c) Bets placed before TAB makes any adjustment to the prices it has set for the event following a scratching shall stand subject to the TAB scale of deductions contained in schedule 1 of these Rules as applying to the prices offered by TAB for that contestant at the time of its scratching;
 - (d) Subject to 4.10(a) and (c) the revised payout shall be the amount obtained as the product of the cumulative price applicable to the events decided in the customer’s favour and original stake.
- 4.11 In the case of fixed price racing Bundle Bets placed after the official time for the declaration of final acceptances for the event within a multi bet:
- (a) if a selected contestant is scratched from the event, and more than one selected contestant remains in the Bundle Bet, Rule 4.7(a) applies;
 - (b) if all but one selected contestants are scratched, Rule 4.7(b) applies;

- (c) if all selected contestants are scratched or Rule 4.12 applies, that leg will be ignored for the purpose of calculating the payout; and
 - (d) any payout due on successful bets may be subject to the TAB scale of deductions contained in schedule 1 of these Rules as applying to the price offered by TAB for that contestant at the time of its scratching.
- 4.12 If, due to one (or more) scratchings from an event, the selected contestants in a Bundle Bet make up all remaining contestants in that event, the Bundle Bet will not payout and will be refunded once the event results, except if the Bundle Bet is within a multi bet, in which the relevant leg shall be ignored (as set out in Rules 4.9 and 4.11(c)).
- 4.13 In addition to the matters set out in this Rule 4, Rule 5.3 may apply.
- 4.14 Where the bet type Head to Head is offered, one of the nominated contestants must finish in the first 5 placings otherwise all bets will be refunded.
- 4.15 Where betting is offered on the weight the winner will carry, the result will be determined on the weight allocated at the time of acceptances and will ignore the impact of any allowances or jockeys riding overweight.
- 4.16 Where betting is offered on the barrier that the winner will draw the result will be determined on the barrier allocated at the time of acceptances and will ignore the impact of any scratched runners or damage to barrier stalls.
- 4.17 Where betting is offered on a Jockey or Trainers Premiership any dead heats will be allocated a value of 0.5 wins when determining the outcome.
- 4.18 Where betting is offered on the number of wins a jockey or trainer achieved during a defined period such as a race meeting or carnival any dead heats will be allocated a value of 0.5 wins to the jockey or trainer when determining the outcome.

5 RESULTS AND REFUNDS

5.1 Results

Subject to Rule 5.2, all fixed price racing events bets will be settled on the official placings as per the adjudication of the judges, stewards or other representatives of the relevant recognised governing body or club.

TAB will not declare a result or pay on a race or on a combination of races except following a declaration of correct weight or all clear to pay.

5.2 Protests

- (a) If a protest is lodged in accordance with the Rules of racing before the declaration of correct weight in a race, a result for that race will not be declared and paid until the protest has been decided by the stewards.
- (b) Where there occurs a later disqualification, promotion of runners or any other change subsequent to the declaration of correct weight and all clear to pay, such changes will be irrelevant for the purposes of determining the result of a fixed price racing bet.

5.3 Payout

- 5.3.1 The payout due on any fixed price racing bet shall be as agreed between TAB and the customer at the time of making the bet. The payout due specified on the fixed price racing betting ticket will be deemed to be the payout agreed between the TAB and customer except in the case of a misprint resulting from computer or other technical error, or where there is evidence of fraud or of forgery or alteration of the fixed price racing betting ticket.
- 5.3.2 If the result of a fixed price racing event is declared a dead heat, the revised payout due shall be calculated by the following method:
 - (a) divide the face value of the fixed price racing betting ticket (being the original payout as adjusted pursuant to these Rules) by the number of contestants involved in the tie, draw or dead heat, then
 - (b) multiply the figure obtained in (a) by the number of official placings to be filled by the contestants figuring in the tie, draw or dead heat.
- 5.3.3 In fixed price racing bets involving more than one fixed price racing event or contingency (multi bet):
 - (a) if the selection in any of the contingencies or fixed price racing events loses or is deemed to have lost, the whole of the fixed price racing bet is lost,
 - (b) if one or more of the contingencies or fixed price racing events results in a dead heat, the revised return for each leg shall be calculated by applying the method set out in Rule 5.3.2 herein and the revised payout due shall be the amount obtained as the product of the cumulative price applicable and the original stake,
 - (c) where the fixed price racing bet or declared event bet covers two or more fixed price racing events or declared event bet betting events (for the

purposes of this clause 5.3.3(c), “**Events**”) and one or more events is decided in the customers favour but any remaining events are abandoned, the remaining payout shall be the amount obtained as the product of the cumulative price applicable (at the time the bet was made) to the bets decided in the customers favour and the original stake. Any remaining or undecided bet shall be treated as abandoned and where the bet is contained within a same event multi bet which forms part of a standard multi bet, the revised payout will be calculated in accordance with clause 6.1.7.

- 5.3.4 TAB shall at all times retain the right to postpone the payment of payouts for reasons including verification of results, systems hardware or software malfunction, or in circumstances where fraudulent activity is suspected.

5.4 Postponements

- (a) Subject to Rules 4.5, 4.8 and 4.10, in the case of fixed price racing events where betting is opened prior to the official time for the declarations of final acceptances, if the event is postponed and not held within seven (7) or less days of the day on which the event was originally scheduled to commence the event shall be treated as abandoned and all investments on runners that remain acceptors at the expiry of the seven (7) day period shall be refunded.
- (b) Subject to Rule 4.10, in the case of fixed price racing events where betting is opened after the official time for the declarations of final acceptances, if the event is postponed and not held within one (1) day of the day on which the event was originally scheduled to commence the event shall be treated as abandoned and all bets shall be refunded.
- (c) In the case of multi bet containing declared events, Rule 6.1.6 of the TAB Limited Declared Events Betting Rules applies.

6 MULTI BETS

6.1 Events to which multi bets relate

- 6.1.1 A multi bet may be made in respect of an approved declared event or fixed odds racing event or, other than for same event multi bets, any combination thereof.
- 6.1.2 At the time of placing a standard multi bet, the investor will determine the formula number(s) that is to be applied to that bet, which may not be greater than the total number of events in the bet.

- 6.1.3 The maximum number of selections, fixed odds racing events and/or declared events in respect of which any multi bet may be made is to be determined by TAB.
- 6.1.4 TAB may limit the events in respect of which any multi bet may be made in any manner as it may determine.
- 6.1.5. TAB may, at its sole and absolute discretion, determine that a multi bet which contains two or more selections which relate to the same contingency is void and should be refunded.
- 6.1.6 [Despite any other terms within these Rules,] if a selected contingency from a same event multi bet is refunded in accordance with these Rules, the same event multi bet will be deemed void and is to be refunded.
- 6.1.7 Where:
- (a) a same event multi bet is combined with one or more bets to form a standard multi bet; and
 - (b) a selected contingency of the same event multi bet is deemed void; and
 - (c) the standard multi bet would otherwise result in a payout,

the amount of the payout will be obtained as the product of the cumulative price applicable (at the time the standard multi bet was made) to the bets, excluding any contingencies relating to the same event multi bet that was deemed void, decided in the customer's favour and the original stake.

6.2 Payout on multi bets

Any payout earned as a result of a multi bet will not be paid until the result of all bet combinations have been determined.

7 MISCELLANEOUS

7.1 Betting by Minors

Any person under the age of eighteen (18) years shall not be entitled to place a fixed price racing bet with TAB.

7.2 Disclaimer

TAB shall not, except as otherwise provided in these Rules or required by law, be liable for any loss or damage suffered or claimed to have been suffered by any customer or corporation as a result of or in any way arising out of or as a consequence of any of the following:

- (a) Inability to place or cancel a fixed price racing bet on any fixed price racing event.
- (b) The loss of a fixed price racing betting ticket.
- (c) Any payment made to the bearer of a ticket where an investor alleges that such payment was made to the wrong person.
- (d) Reliance upon any omission, inaccurate information or statement whether made by employees of TAB or any agent of TAB, or by the electronic or print media, concerning any matter whatsoever relating to the investor or to TAB or to any event, competitor, withdrawal or other matter whatsoever.
- (e) Any subsequent change to the result of a fixed price racing event after a result has been declared by TAB.
- (f) Unauthorised use of the investors account.
- (g) In the case of an investment at a cash outlet, failure by an investor to correct inaccurate or omitted investment details recorded on a ticket immediately upon issue of the ticket.
- (h) In the case of a telephone investment, failure by an investor to correct inaccurate or omitted investment details when the TAB calls such details back to the investor.
- (i) In the case of an Internet or other electronic investment, where the investor has confirmed the investment request.
- (j) In the case of an Internet or other electronic investment, use of, participation in or inability to obtain access to the website, or the approved appropriate means relevant for an other electronic investment, for the purpose of making an investment.
- (k) In the case of an Internet investment, any loss or damage caused in the event that the computer of the investor becomes infected by a virus as a result of connecting to the website of the TAB or by any technology failure whatsoever.

- (l) Access by the investor to websites of any other person via links from the website of the TAB.
- (m) Any decision of the recognised racing controlling body (including without limitation any decision to impose, or not to impose, penalties or sanctions and the nature and extent of any such sanctions).
- (n) Any price quoted by any source other than authorised staff of TAB or any quoted price which is no longer valid for betting purposes.
- (o) The failure, exclusion or refusal of any selection to start or complete an event.
- (p) The refusal or inability of TAB, its agent or assigns to accept all or part of any fixed price racing bet.
- (q) The exercise by the TAB of any discretion conferred on the TAB under these Rules or the manner in which that discretion is exercised generally or in particular circumstances.

7.3 Lost or Destroyed fixed price racing betting ticket claims

- 7.3.1 Claims for lost or destroyed fixed price racing betting tickets shall be lodged within 14 days of the completion of the fixed price racing event upon which the fixed price racing bet was made. Claims may be lodged at any TAB cash office and not necessarily the TAB office at which the fixed price racing betting ticket was purchased.
- 7.3.2 TAB may charge an administration fee, as notified by TAB from time to time, on all claims for lost or destroyed fixed price racing betting tickets.
- 7.3.3 A statutory declaration in such form and containing such information as TAB may require shall accompany each claim.
- 7.3.4 A claim for a stolen fixed price racing betting ticket prior to the fixed price racing betting ticket becoming payout bearing will not be accepted without the claimant's prior report of the theft to the Police.
- 7.3.5 Unless the fixed price racing betting ticket investment value exceeds \$100 (one hundred dollars), claims will not be accepted prior to the completion of the respective fixed price racing event and the fixed price racing betting ticket becoming payout bearing.
- 7.3.6 The claimant will be issued with written acknowledgment of their claim within 21 days of their claim being received by TAB's Head Office Customer Relations Section.

- 7.3.7 Claims will not be accepted after 14 days from the completion of the fixed price racing event, unless the claimant can provide a valid reason for the delay in lodging the claim.
- 7.3.8 Approved claims will be settled by way of a letter of authority payable at any TAB cash sales outlet except for amounts greater than \$500 (Five Hundred Dollars) or at the request of the claimant where payment will be made by way of a cheque in favour of the claimant and sent by mail.

7.4 Cash out

- 7.4.1 TAB may facilitate functionality whereby a customer may cash out their bet (placed with TAB) in part or in its entirety through an arrangement with a third party. TAB will make sufficient information available to customers, including all terms and conditions relevant to the cash out offer to enable customers to make an informed decision.

7.5 Multiplier

- 7.5.1 TAB may facilitate functionality whereby a customer may place a bet with TAB which includes a multiplier feature. This feature will only be available to TAB digital account customers. TAB will make sufficient information available to customers, including all terms and conditions relevant to the multiplier feature to enable customers to make an informed decision.

8 DISPUTES

8.1 Complaints concerning records of telephone fixed price racing bets

- 8.1.1 Within 14 days after making a telephone fixed price racing bet or within such further time as TAB may allow, a customer may lodge a written complaint with TAB to the effect:

- (a) that the details of the fixed price racing bet given by the customer when making the fixed price racing bet were incorrectly recorded; and
- (b) that the customer has suffered loss as a result of the error.

If, after investigating the complaint, TAB is satisfied:

- i) that the complaint is justified; and
- ii) that the error complained of was due to the negligence or wilful default of any TAB officer, employee or agent,

TAB must make any appropriate alteration to the record and must refund such amount or pay such payout to the complainant as TAB considers to be just and reasonable.

Any election by the complainant not to have the details of a fixed price racing bet repeated, as referred to in Rule 3.3.3, may be taken into account in TAB 's investigation of the complaint.

8.1.2 **Complaints concerning betting account statements.**

Within 14 days after TAB sends a customer a statement relating to a betting account or within such further time as TAB may allow, the customer may lodge a written complaint with TAB to the effect that the statement contains an error or omission.

If, after investigating a complaint, TAB is satisfied that the complaint is justified, TAB must make any appropriate alteration to its records and must forward a corrected statement to the complainant.

8.1.3 **Information to accompany complaints.**

A complaint under this Part need not be investigated unless the complainant gives to TAB such information, and such fixed price racing betting tickets or other documents as are in the complainant's possession, as may be necessary to facilitate investigation of the complaint.

8.1.4 **Review of decisions on complaints.**

A customer who is dissatisfied with TAB's decision on a complaint under this Part may request TAB to review its decision.

TAB must deal with such a request in the same way as if it were a complaint, except that the person by whom the request is dealt with must not be:

- (a) the person by whom the original complaint was dealt with; or
- (b) a person who is under the supervision of the person by whom the original complaint was dealt with.

This Rule does not authorise more than one request to be made in relation to any one complaint.

8.2 **Enforceability**

8.2.1 The decision of TAB upon:

- (a) any question or dispute as to the amount of payout or refund calculated in respect of any fixed price racing betting ticket or fixed price racing bet; or

(b) any question as to the validity of any fixed price racing betting ticket as to any forgery or alteration thereof or tampering therewith,

shall subject to Part 8.3, be final and conclusive.

8.3 Resolution of Disputes

8.3.1 In the event of:

(a) any circumstance arising which is not provided for by the Rules or the Act; or

(b) a dispute between TAB and a customer as to the interpretation of these Rules which relates to the outcome of a fixed price racing event, TAB or a customer may refer the matter to Racing NSW or Harness Racing NSW or Greyhound Racing NSW as appropriate.

8.3.2 Prior to referring any matter to the organisations specified in 8.3.1 (b), a customer shall endeavour to resolve the matter directly with TAB.

8.3.3 References to the organisations specified in 8.3.1 (b) should, in normal circumstances be made within twenty-eight (28) days of the date of completion of the fixed price racing event to which the disputed fixed price racing bet relates.

TAB Scale of Deductions

Price Range	Win Deductions (Cents in dollar)	Place Deductions (3 place dividends)	Place Deductions (2 place dividends)
1.01 - 1.16	80	30	44
1.17 - 1.18	79	30	44
1.19 - 1.20	78	30	44
1.21 - 1.22	77	30	44
1.23 - 1.24	75	29	43
1.25 - 1.26	74	29	43
1.27 - 1.28	73	29	43
1.29 - 1.30	72	29	42
1.31 - 1.35	69	29	42
1.36 - 1.40	67	28	41
1.41 - 1.45	64	28	41
1.46 - 1.50	62	28	40
1.51 - 1.55	60	27	39
1.56 - 1.60	58	27	39
1.61 - 1.65	57	27	38
1.66 - 1.70	55	27	38
1.71 - 1.75	53	26	37
1.76 - 1.80	52	26	37
1.81 - 1.85	51	26	36
1.86 - 1.90	49	25	36
1.91 - 1.95	48	25	35
1.96 - 2.00	47	25	35
2.01 - 2.05	46	25	35
2.06 - 2.10	45	24	34
2.11 - 2.15	43	24	34
2.16 - 2.25	42	24	33
2.26 - 2.30	41	24	33
2.31 - 2.35	40	23	32
2.36 - 2.40	39	23	32
2.41 - 2.45	38	23	32
2.46 - 2.50	37	23	31

Price Range	Win Deductions (Cents in dollar)	Place Deductions (3 place dividends)	Place Deductions (2 place dividends)
2.51 - 2.60	36	22	30
2.61 - 2.70	35	22	30
2.71 - 2.80	33	21	29
2.81 - 2.90	32	21	29
2.91 - 3.00	31	21	28
3.01 - 3.10	30	20	27
3.11 - 3.20	29	20	27
3.21 - 3.30	28	20	26
3.31 - 3.40	27	19	26
3.41 - 3.50	27	19	25
3.51 - 3.60	26	19	25
3.61 - 3.70	25	19	25
3.71 - 3.80	25	18	24
3.81 - 3.90	24	18	24
3.91 - 4.00	23	18	23
4.01 - 4.20	22	17	23
4.21 - 4.40	21	17	22
4.41 - 4.60	20	16	21
4.61 - 4.80	19	16	21
4.81 - 5.00	19	16	20
5.01 - 5.50	17	15	19
5.51 - 6.00	16	14	18
6.01 - 6.50	14	13	16
6.51 - 7.00	13	12	16
7.01 - 7.50	12	12	15
7.51 - 8.00	12	11	14
8.01 - 8.50	11	11	13
8.51 - 9.00	10	10	13
9.01 - 9.50	10	10	12
9.51 - 10.00	9	10	12
10.01 - 11.00	8	9	11
11.01 - 12.00	8	8	10

Price Range	Win Deductions (Cents in dollar)	Place Deductions (3 place dividends)	Place Deductions (2 place dividends)
12.01 - 13.00	7	8	9
13.01 - 14.00	7	7	9
14.01 - 16.00	6	7	8
16.01 - 19.00	5	6	7
19.01 - 20.00	5	5	6
20.01 - 21.00	4	5	6
21.01 - 26.00	3	4	5
26.01 - 31.00	3	3	4
31.01 - 41.00	2	3	3
41.01 - 51.00	2	2	2

* Price > \$51.00 = No deduction.

(n2019-589)

BETTING AND RACING ACT 1998

AMENDMENT TO THE TAB DECLARED BETTING EVENT BETTING RULES

I, Paul Newson, Deputy Secretary Liquor, Gaming & Racing, under delegation of the Minister pursuant to section 34 of the *Betting and Racing Act 1998* (hereinafter referred to as the Act), pursuant to section 18D(1) of the Act, **DO HEREBY APPROVE** the TAB Declared Betting Event Betting Rules, annexed to this instrument, for the purpose of establishing the conditions and rules that apply to betting on declared betting events, which take effect from the date published in the New South Wales Government Gazette. This instrument has the effect of repealing any/all previous versions of the TAB Declared Betting Event Betting Rules published in the Gazette, and replacing them with the Rules annexed to this instrument.

Dated this 28th day of February 2019

Paul Newson)
Deputy Secretary)
Liquor, Gaming & Racing)

(n2019-590)

TAB LIMITED DECLARED BETTING EVENTS BETTING RULES

BETTING AND RACING ACT 1998 (NEW SOUTH WALES)

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1 PRELIMINARY

- 1.1 Unless otherwise provided, these rules shall be applied by TAB Limited in respect of any contingency or declared events on which it conducts fixed price declared events betting in accordance with section 18D of the *Betting and Racing Act 1997*.
- 1.2 These rules apply to bets made with TAB on declared events and classes of declared events declared under section 18 of the *Betting and Racing Act 1998* to be declared events for the purposes of that Act.
- 1.3 References to the TAB Sportsbet website is a reference to the Internet address.
- 1.4 Every TAB customer shall be deemed to be acquainted with these rules and any conditions determined by TAB relative to a particular declared event to which a declared events bet relates and to have agreed to be bound thereby.
- 1.5 TAB shall use its best endeavours to make these rules available to customers by providing copies of the rules to all betting outlets, by ensuring that these rules are published on the TAB Sportsbet website and addressing rule enquiries via Account Management or Customer Service.
- 1.6 In the event TAB wishes to apply an additional proviso(s) to a form(s) of betting offered, these shall be published on TAB betting sheets and the TAB Sportsbet website. Any enquiries can be addressed to the Account Management or Customer Service as required.
- 1.7 In the case of all declared events bets between TAB and a customer the location of the contract is deemed to be New South Wales and the laws of New South Wales are deemed to apply.
- 1.8 If the recognised Governing body of the event requests the disclosure of personal information pertaining to accounts or transactions relating to bets on that declared event, the customer shall be deemed for the purposes of the Act to have consented to TAB providing such personal information.
- 1.9 These rules commence on the date Gazetted and replace those previously gazetted.

2 DEFINITIONS

"**Act**" means the *Racing Administration Act 1998* as amended.

"**All-in**" means that regardless of whether or not a particular competitor or team or member of a team starts or completes the declared event on which a declared events bet is placed, all declared events bets stand and no refunds shall be payable.

"**Approved Forms of Betting**" means the approved forms of betting as listed in the schedule to these rules. The schedule is made in accordance with Sections 18 and 20 of the Act.

"**Declared Event Bet**" means any bet made at a fixed price with TAB on an approved declared event via any approved TAB betting medium.

"**Declared Event Betting Event**" means any event approved under section 18 of the Act.

"**Declared Event Betting Ticket**" means a ticket issued in accordance with Part 3 (Transactions) of these Rules and includes any form of electronic record approved by TAB.

"**Department**" means Liquor & Gaming NSW.

"**Extra Time**" means any additional periods that are played beyond the normal time scheduled for the match or game, to resolve any tie, draw or dead heat.

"**Fixed Price Racing Bet**" means a bet made at a fixed price with TAB on a fixed price racing event via any approved TAB betting medium.

"**Fixed Price Racing Event**" means a racing event on which the TAB conducts fixed price betting in accordance with an approval by the Minister under section 13 of the Act.

"**Fixed Price Racing Ticket**" means a ticket issued by TAB in accordance with Part 3 (Transactions) of these rules and includes a form of electronic record approved by TAB.

"**Group**" betting means any form of betting involving the relative performances of any two or more nominated competitors.

"**Multi Bet**" means a bet issued under one (1) ticket serial number in respect of which any resultant dividend or refund from a selected contingency shall be reinvested (in accordance with the investor's instructions given at the time of investment) in either one or more other subsequent selected contingencies:

- on a different declared event betting event or fixed price racing event ("**Standard Multi Bet**"); or
- in the same declared event betting event or fixed price racing event ("**Same Event Multi Bet**"),

noting that a Standard Multi Bet may contain one or more Same Event Multi Bets as part of its selected contingencies.

"**Multiplier**" means a feature that will allow a person making bets on certain events to multiply the return of one bet per day by between 1.02 and 5 times the existing odds.

"**Normal Time**" means the period for which the relevant match or game is scheduled to be played, including any additional time provided by match officials for stoppages, but not including any further time to resolve any tie, draw or dead heat.

"**Outcomes Not Quoted**" means a number of outcomes (eg players, competitors) within a particular bet form which are bracketed together as a single selection.

"**Payout**" means the amount payable including any stake on a successful declared events bet.

“Price” - means either:

- when expressed in monetary terms, the return for an outlay of a certain monetary unit, inclusive of the unit of outlay, or
- when expressed in fractional terms, the ratio of win to stake agreed to by the relevant duly authorised TAB Sports Betting Officer and the customer at the time the declared events bet is made.

“Proposition” means a result or combination of results on offer which may occur in any event upon which TAB Sportsbet operates.

“Rules” means the declared events betting rules contained herein as amended from time to time.

“Stake” means the monetary outlay by the customer in placing a declared events bet. In the case of multi bets the consideration of each bet may be in fractions of whole dollars or cents.

“TAB” means TAB Limited A.C.N 081 765 308, as constituted by the *Totalizator Agency Board Privatisation Act 1997*, its officers and assigns and shall include any trading entity affiliated with TAB by ownership or otherwise.

“Win” means the profit portion of a payout. That is, the payout less the stake outlaid by the customer.

3 TRANSACTIONS

3.1 GENERAL

3.1.1 Amount of Declared Events bet

The amount of a declared events bet shall be as agreed between TAB and the customer.

Maximum bet amounts may be fixed by the declared betting event specific rules.

3.1.2 Discretion of TAB

Except for where a maximum bet amount is set in accordance with clause 3.1.1, TAB may set any minimum or maximum stake or payout for declared events bets at its sole and absolute discretion.

3.1.3 Limit as to scheduled determination date

No declared events bet shall be made on a declared event which has a scheduled outcome more than four (4) years from the date of the intended declared events bet.

3.1.4 Subsequent calling off of a declared events bet

An agreement may be made between a duly authorised TAB Sports Betting Officer and the customer for a declared events bet to be called off at any time up until the close of betting on the relevant declared events option.

3.1.5 Approved forms of betting

All declared events bets shall be in accordance with the Approved Forms of Betting set out in the schedule to these rules and imposed by the Minister as a general condition under section 20

of the Act. A multiple declared events bet may involve two or more Approved Forms of Betting.

3.1.6 Price setting and fluctuations

TAB may at its sole and absolute discretion set prices for any declared event. The prices are to be offered without prejudice and are subject to change by TAB without notice.

3.1.7 Refusal of bets

TAB may refuse or decline to accept any declared events bet at its sole and absolute discretion and for any reason whatsoever. TAB is not required to state or provide any reasons for refusing or declining to accept any declared events bet.

3.1.8 Currency of display

TAB will use its best endeavours to ensure the currency of the display of all:

- (a) markets on which TAB is conducting declared event betting; and
- (b) prices quoted on outcomes or contingencies in those markets on which TAB is conducting declared event bets, but is not liable for any errors or omissions or the exercise of a discretion under clause 4.4.5 (c).

3.1.9 Refunds

Except as specifically and expressly provided in these Rules or required by law, no customer is entitled to any refund of or in respect of any amount of any declared events bet. This clause does not prevent TAB, in its sole and absolute discretion, refunding in whole or in part the amount of any declared events bet but any such refund or other payment which TAB, in its sole and absolute discretion, elects to make will be without prejudice and will not be binding on TAB or create any precedent or entitlement in any other person or entitlement in respect of the same customer in respect of any other bet.

3.1.10 Price setting by authorised employees and agents

TAB may delegate to its duly authorised employees or agents its power in respect to the setting of prices, acceptance or refusal of individuals bets and the recording of such bets and as to such other matters as TAB may from time to time determine.

3.1.11 Postponement of payment of payouts

TAB shall at all times retain the right to postpone the payment of payouts for reasons including verification of results, system hardware or software malfunction, or in circumstances where fraudulent activity is suspected.

3.2 CASH BETS

3.2.1 Provision of betting information

A customer who makes a cash declared events bet shall give the declared events bet details in such form as TAB may determine from time to time.

3.2.2 Provision of betting tickets

The seller who accepts a cash declared events bet at a cash sales outlet shall, while the customer is at the betting window, issue a declared events betting ticket to the customer who made the declared events bet.

3.2.3 Betting ticket details

The declared events betting ticket shall include details of:

- (a) the amount of the declared events bet;
- (b) the selected competitor and the declared events betting event to which the declared events bet relates; and
- (c) the eligible payout due upon redemption of the declared events betting ticket should the selected competitor be declared a winner by TAB.

3.2.4 Betting tickets as a customer receipt

The declared events betting ticket represents acknowledgment by TAB of receipt of the declared events bet in relation to which the declared events betting ticket is issued.

3.2.5 Cancellation of bets when no money tendered

The declared events betting ticket may be cancelled if the amount of the declared events bet is not paid for immediately after the declared events betting ticket is issued.

3.2.6 Betting ticket details as official record

The details of the amount of a declared events bet, the selected competitor, and the declared events betting event to which the declared events bet relates recorded on a declared events betting ticket issued by TAB are taken to be the details of the declared events bet for which the declared events betting ticket is issued, even if those details differ in any respect from the details given by the customer making the declared events bet.

3.2.7 Cancellation of bets by customers

A customer who is issued with a declared events betting ticket that the customer claims is incorrect because it does not correctly reflect the details given by the customer when the declared events bet was made, is entitled to have that declared events bet cancelled but only if the seller who issued the declared events betting ticket is satisfied that it is incorrect on the grounds so claimed. Having satisfied the seller in these terms, the customer is entitled to:

- (a) have the declared events betting ticket re-issued at the TAB cash sales outlet of issue in accordance with the details so given, or
- (b) have the declared events betting ticket cancelled and the amount of the declared events bet refunded by the TAB cash sales outlet of issue.

3.2.8 TAB cancellation periods

Any entitlement under clause 3.2.7 may only be exercised within the period of time applicable, prior to the close of betting on the relevant declared events betting event, determined by TAB from time to time.

3.3 TELEPHONE BETS

3.3.1 Acceptance of telephone declared events bets

Telephone declared events bets shall only be accepted at an outlet approved by TAB for such purpose. Telephone declared events bets shall only be made to a telephone number approved by TAB for the purposes of receiving declared events bets.

3.3.2 Method of making telephone declared events bets

The customer making the declared events bet shall clearly state:

- (a) the betting account number against which the declared events bet is to be charged and if required, the code allocated to that account; and
- (b) the details of the declared events bet in such form as TAB may determine from time to time in respect of the bet.

The manager of an outlet may:

- (c) direct that a telephone declared events bet not be accepted, or
- (d) if the customer making the declared events bet speaks in an insulting, indecent or threatening manner, conveys any false or misleading information, or wilfully takes advantage of any TAB errors, direct that a customer's betting account be closed and any money standing to the credit of the account be refunded to the customer.

3.3.3 Records of telephone declared events bets

An officer at an outlet who proposes to accept a telephone declared events bet shall:

- (a) make a record, in such manner as TAB may require, of such details as are necessary to identify the customer making the declared events bet and to describe the particular declared events bet made; and
- (b) repeat the details of the declared events bet to the customer, unless the customer indicates that he or she does not wish to have them repeated.

If, before the close of betting and while the customer is still on the telephone, the customer objects that the details are not as

specified by the customer, the seller accepting the declared events bet shall:

- (i) correct the record in accordance with the objection, or
- (ii) if it is not practicable for (i) to be done before the close of betting, reject and cancel the declared events bet.

A telephone declared events bet is taken not to have been accepted at an outlet unless a record of the declared events bet has been made in accordance with this clause.

The details of a telephone declared events bet recorded in accordance with this clause are taken to be the details of the declared events bet, even if those details differ in any respect from the details given by the customer making the declared events bet.

A record of each telephone declared events bet made to an outlet shall be sent to TAB.

In addition to the other requirements of this clause, the manager of an outlet shall ensure that all telephone declared events bets are tape recorded and the tape recording sent to TAB.

TAB must retain the tape recording for a period of at least 28 days from the date of the declared events betting event or contingency to which the declared events bet relates or, if a claim with respect to the declared events bet is made during that period, until the claim is finally determined.

3.4 BETTING ACCOUNTS

3.4.1 Establishment of betting accounts

A customer may apply to TAB for the establishment of an account for betting purposes ("a betting account").

The application:

- (a) shall be in writing, in a form approved by TAB;
- (b) shall specify such particulars, and be completed in such manner, as TAB may require; and
- (c) shall be accompanied by a deposit, or by a guarantee from a bank, building society or credit union acceptable to TAB, to be credited to the account.

A deposit to a betting account made by way of cheque shall not be credited to the account until TAB is satisfied that the cheque has been cleared.

A person who receives a deposit for payment into a betting account must cause a receipt for the deposit to be issued to the customer by whom the deposit is made.

3.4.2 Instructions to TAB in relation to betting accounts

A customer who has established a betting account with TAB may give instructions to TAB, in such manner as TAB may approve, relating to the application or disposal of any amount standing to the credit of the account.

TAB must comply with any reasonable instruction given to it by a customer under this clause, but in giving such instruction the customer agrees to waive any liability of TAB for the payment of said amount to the customer.

3.4.3 Betting account statements

On receipt of a request from an account holder, and at such other times as TAB determines, TAB shall send to the account holder a statement relating to a betting account established by that person with TAB.

A statement relating to a betting account is to be in such form, and is to specify such particulars, as TAB considers appropriate.

3.4.4 Payment of betting account guarantees

Within 14 days after TAB sends a statement relating to a betting account to the customer who has lodged a guarantee from a bank, building society or credit union with TAB in respect of the account, the customer must pay to TAB any money due to TAB by the customer from the operation of the account.

TAB may take such action in terms of the guarantee from a bank, building society or credit union as is necessary to recover any monies that remain unpaid after the expiration of the 14 day period.

3.4.5 Non-operation of betting accounts

TAB may close any betting account that is not operated for a period of 3 months and, in that event, shall transfer any amount standing to the credit of the account to a dormant account operated by TAB. In such cases TAB shall notify the holder of the account at the last address known to TAB that the account has been closed.

TAB may re-open a betting account that has been closed under this clause and re-credit to the account any amount credited to a dormant account as a result of the closure of the account.

3.4.6 Overdrawn accounts

Where an amount has been incorrectly credited to an account or an incorrect amount has been credited to such an account, TAB:

- (a) may adjust the account to the extent necessary to rectify the incorrect credit; and
- (b) if, as a result of such adjustment, the account is in debit, may recover as a debt the amount of the deficiency in the account.

3.5 BETTING VOUCHERS

3.5.1 Issuance of betting vouchers

TAB may issue betting vouchers.

A betting voucher:

- (a) is to be in such a form as TAB determines.
- (b) is valid for such periods as is specified on the betting voucher.
- (c) is to be regarded as cash equal to the value of the amount represented by the voucher.
- (d) may be accepted at any TAB cash sales outlet:

- (i) for the making of declared events bets, or
- (ii) for the making of other bets with TAB, or
- (iii) for the making of deposits to a betting account maintained with TAB.

3.6 INTERNET BETTING

3.6.1 Customer to confirm declared events bet details

TAB may accept a declared events bet over the Internet provided the customer complies with the following:

- (a) A customer shall satisfy himself or herself that all details recorded on the Internet betting confirmation screen, including but not limited to the details in the declared events bet request, are correct.
- (b) A customer shall confirm the declared events bet request contained in the Internet betting confirmation screen by selecting the appropriate button on that screen.

3.6.2 Confirmation of declared events bet

- (a) Upon confirmation of the declared events bet by the customer in accordance with clause 3.6.1(b), the customer may not cancel, amend or replace the declared events bet.
- (b) The declared events bet contained in the request shall be accepted and confirmed by TAB upon allocation by TAB of a ticket serial number to the declared events bet.
- (c) TAB will take all reasonable endeavours to notify the customer of confirmation of the declared events bet by issuing to the customer an Internet betting receipt.
- (d) If the customer does not receive an Internet betting receipt in respect of a declared events bet, the customer may request a receipt by telephone or in writing and TAB shall provide, confirmation of the declared events bet.
- (e) If the customer receives an Internet betting receipt that does not match the declared events bet confirmed by the customer, the customer may make a claim in relation to the declared events bet, provided such claim is rendered to TAB within fourteen (14) days of the date of placing of the declared events bet by the customer.

3.6.3 Customer to keep identity verification information confidential

The customer is responsible for ensuring that the customer's password, PIN and other pieces of personal information TAB may use to verify the customers identity remain confidential.

3.6.4 Customer responsible for transactions relating to their accounts

The customer is responsible for transactions relating to his or her account. TAB accepts no responsibility for disputed transactions made by the customer on his or her account.

3.6.5 Records of declared events bets

The records of TAB shall be conclusive evidence of and deemed to be true and a correct record of all declared events bets made via the Internet. Computer printouts and other records provided by the customer shall not be accepted as evidence of declared events bets placed.

3.6.6 Internet betting access may be denied without notice

TAB may cease to provide access to a customer to its website to place bets via the Internet at anytime. This may be done without notice to the customer.

3.6.7 Customer to notify TAB of changes to personal information

The customer warrants that all information provided by him or her on the TAB's website shall be true and correct and that he or she will immediately notify TAB of any change to the information previously supplied.

3.6.8 Customer information supplied via the website may be used by TAB

The customer agrees to the use by TAB of the information provided by the customer on the website for any purpose relating to the opening of an account, the activation of Internet access, the placement of declared events bets by the customer, for marketing purposes or as required by law.

3.6.9 Website information may change without notice

TAB may change the information or the format of the information on its website at any time without notice to the customer.

4 DECLARED EVENTS BETTING EVENTS

4.1 Determination of events covered

TAB may, in its sole and absolute discretion, determine the declared events betting events upon which TAB conducts declared events betting and the forms of declared events bets which TAB offers on a declared events betting event on which TAB conducts declared events betting.

4.2 Approved forms of betting

TAB shall only accept declared events bets on approved declared events betting and fixed price racing events.

4.3 All-up and multiple declared events bets

All-up bets or bets involving two or more contingencies may be made across different declared events and approved declared events betting and fixed price racing events.

4.4 No Requirement to Quote on all Potential outcomes or Contingencies

4.4.1 TAB may, in its sole and absolute discretion, determine the outcomes or contingencies within a declared events betting event or a form of declared events betting on a declared events betting event on which TAB will accept declared events bets or quote prices (including, without limitation, whether an Outcomes Not Quoted selection is offered).

4.4.2 TAB is not required to accept declared events bets or quote prices on all potential outcomes or contingencies within a declared events betting event or a form of betting on a declared events betting event.

4.4.3 TAB may, in its sole and absolute discretion, elect to accept declared events bets or quote prices on only some of the potential outcomes or contingencies within a declared events betting event or a form of betting on a declared events betting event. All declared events bets stand regardless of whether or not, at the time the relevant declared events bet was made or at any prior or subsequent time, TAB accepted, or was prepared to accept, bets or quoted prices on the outcome or contingency which ultimately occurred.

4.4.4 If TAB elects not to list (either specifically or by inclusion within an Outcomes Not Quoted selection) all potential outcomes or contingencies within a form of betting on a declared events betting event, TAB must clearly and specifically state on betting lists and price display screens that outcomes or contingencies not listed may be successful.

4.4.5 TAB may, in its absolute and sole discretion, at any time prior to the close of betting and without notification or reason:

- (a) elect not to accept declared events bets or cease to quote, or suspend quotation of, prices on a particular outcome or contingency in a declared events betting event or a form of betting on a declared events betting event;
- (b) commence or resume accepting declared events bets or quoting prices on a particular outcome or contingency in a declared events betting event or a form of betting on a declared events betting event; and

- (c) accept a declared events bet on a particular outcome or betting on a declared events betting event notwithstanding that TAB was not at the relevant time quoting prices on that outcome or contingency.

5. MULTI BETS

5.1 Events to which multi bets relate

- 5.1.1 A multi bet may be made in respect of an approved declared event or fixed price racing event or, other than for same event multi bets, any combination thereof.
- 5.1.2 At the time of placing a standard multi bet, the investor will determine the formula number(s) that is to be applied to that bet, which may not be greater than the total number of events in the bet.
- 5.1.3 The maximum number of selections, declared events and/or fixed price racing events in respect of which any multi bet may be made is to be determined by TAB.
- 5.1.4 TAB may limit the events in respect of which any multi bet may be made in any manner as it may determine.
- 5.1.5. TAB may, at its sole and absolute discretion, determine that a multi bet which contains two or more selections which relate to the same contingency is void and should be refunded.
- 5.1.6 If a selected contingency from a same event multi bet is refunded in accordance with these Rules, the same event multi bet will be deemed void and is to be refunded.
- 5.1.7 Where:
- (a) a same event multi bet is combined with one or more bets to form a standard multi bet; and
 - (b) a selected contingency of the same event multi bet is deemed void; and
 - (c) the standard multi bet would otherwise result in a payout,

the amount of the payout will be obtained as the product of the cumulative price applicable (at the time the standard multi bet was made) to the bets, excluding any contingencies relating to the same event multi bet that was deemed void, decided in the customer's favour and the original stake.

5.2 Payout on multi bets

Any payout earned as a result of a multi bet will not be paid until the result of all bet combinations have been determined.

6 DETERMINATION OF RESULTS

6.1 GENERAL

6.1.1 All-in basis

All declared events bets are made on an All-in basis except where:

- (a) clause 6.2.3.7 expressly provides otherwise;
- (b) some other basis is expressly and specifically agreed between a duly authorised TAB Sports Betting Officer and the customer at the time of making the relevant declared events bet; or
- (c) an additional proviso applied by TAB to the relevant declared events bet in accordance with clause 1.6 expressly and specifically provides that the declared events bet is not made on an All-in basis.

6.1.2 Determination of result

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, the final result shall take into account any extra time periods or match replay or any other contingency necessary to determine the winner. This clause is subject to clause 6.1.7 herein.

6.1.3 Line betting (Points start)

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, where betting on the outcome of a declared events betting event involves a line betting (eg points start on a particular match) such line betting shall be set to half a point.

For the purposes of this clause, in the case of declared events bets involving line betting, the outcome of each declared events betting event shall be determined including any extra time, replay or other contingency necessary to determine the official result, unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet. This clause is subject to clause 6.1.6 and any declared events specific clauses in part 6.2 herein, where applicable.

6.1.4 Right of TAB to cease betting

TAB may, at its sole and absolute discretion, cease or suspend betting on any declared events betting event without reason or notification. All declared events bets accepted prior to the cessation or suspension of betting will be treated in accordance with these rules.

6.1.5 Amount of payout

The payout on any declared events bet shall be as agreed between TAB and the customer at the time of making the declared events bet. The payout specified

on the declared events betting ticket will be deemed to be the payout agreed between TAB and the customer, except in the case of a misprint resulting from computer or other technical error, or where there is evidence of fraud, or of forgery or alteration of the declared events betting ticket.

6.1.6 Postponement of a declared events betting event

Where a declared events betting event is postponed or is listed for replay and is not officially scheduled to be replayed or conducted within three (3) calendar days of the original scheduled completion date, the declared events betting event shall be treated as abandoned and all declared events bets shall be refunded. This clause is subject to any declared events specific clauses in part 6.2 herein, where applicable.

6.1.7 Prices offered for tie, etc

Where a declared events betting event results in a tie, draw or dead heat and prices are offered within the relevant declared events betting market by TAB on that declared events betting event for a tie, draw or dead heat, the outcome shall be determined excluding any extra time, replay or other contingency necessary to determine an official result and any declared events bet for a result other than a tie, draw or dead heat will be deemed to have lost.

6.1.8 Prices not offered for tie, etc

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, if the result of a declared events betting event is declared with joint winners or placegetters and a tie, draw or dead heat is not a form of betting offered by TAB on that declared events betting event, the revised payout shall be calculated by the following method:

- (i) divide the face value of the declared events betting ticket (the original payout) by the number of competitors involved in the tie, draw or dead heat, then
- (ii) multiply the figure obtained in 6.1.8 (i) by the number of official placings to be filled by the competitors figuring in the tie, draw or dead heat.

6.1.9 Multi bets and tie, etc

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet and subject to clauses 6.1.7 and 6.1.8, in declared events bets involving more than one contingency or declared events betting event:

- (a) if the selection in any of the contingencies or declared events betting events loses, or is

deemed to have lost, the whole of the declared events bet is lost;

- (b) if one or more of the contingencies or declared events betting events results in a tie, draw or dead heat, the revised return for each leg shall be calculated by applying the method set out in clause 6.1.8 herein and the revised payout shall be the amount obtained as the product of the cumulative price applicable and the original stake;
- (c) where the declared events bet or fixed priced racing bet covers two or more declared events betting events or fixed price betting racing events (for the purposes of this clause 6.1.9(c), “**Events**”) and one or more events is decided in the customer's favour but any remaining events are subsequently postponed and not officially scheduled to be replayed or conducted within three (3) calendar days of the original scheduled date, or any remaining events are abandoned, the revised payout shall be the amount obtained as the product of the cumulative price applicable (at the time the bet was made) to the bets decided in the customer's favour and the original stake. Where the bet is contained within a same event multi bet which forms part of a standard multi bet, the revised payout will be calculated in accordance with clause 5.1.7.

6.1.10 Cancellation of declared events betting event prior to commencement

Subject to clause 6.1.9(c), if any declared events betting event is cancelled prior to its commencement, or abandoned, TAB shall refund all declared events bets made on that declared events betting event.

6.1.11 Reliance on official or podium positions

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, wagers on declared events betting events will be settled on the official or podium positions as per the adjudication of the relevant, recognised governing body. Subsequent disqualification, promotion of competitors, or any other change is irrelevant for the purposes of determining the result of a declared events bet.

6.1.12 Declared events bets placed after completion of relevant declared events betting event

Any declared events bet placed after the completion of the declared events betting event to which it relates is deemed void and is to be refunded to the customer. If this circumstance arises in the context of one or more legs of a multiple declared events bet, only the affected leg(s) of the declared events bet is deemed void.

6.1.13 Change of venue of declared events betting event

Unless agreed otherwise by TAB and the customer at the time of making the declared events bet, in the event of a change to venue of a declared events betting event involving named competitors, all declared events bets relating to that event are deemed void and are to be refunded except as provided by clause 6.2.8.2. If this circumstance arises in the context of one or more legs of a multiple declared events bet, only the affected leg(s) of the declared events bet is deemed void.

6.1.14 Payouts for “outcomes not quoted”

For payouts, the “outcomes not quoted” selection is considered to be a single competitor, and accordingly can only be paid the equivalent of one payout, irrespective of the number of “outcomes not quoted” that would have achieved a payout if they were players that had prices quoted.

6.2 DECLARED EVENTS SPECIFIC RULES

Unless agreed otherwise by the TAB and customer at the time of making the declared events bet, the clauses below apply to all declared events bets on the relevant declared events. In determining the result of a declared events bet, if any inconsistency arises between a clause in part 6.2 relating to the declared event on which the declared events bet was placed and a clause elsewhere in the rules, the declared events specific clause in part 6.2 prevails to the extent of any inconsistency.

6.2.1 Boxing

6.2.1.1 Where a contest is postponed (to the calendar day following or later) or a contestant is replaced by a substitute, such contest is deemed to be abandoned and all bets are to be refunded.

6.2.1.2 Where, for any reason, the scheduled number of rounds in a contest is altered, all declared events bets on that contest are deemed void and are to be refunded.

6.2.1.3 Where, for any reason, a points decision is awarded before the full number of rounds is completed, bets will be settled on the round in which the fight was stopped.

6.2.1.4 If a boxer fails to ‘answer the bell’ signalling the commencement of the next round, the contest is deemed to have ended in the previous round.

6.2.2 Cricket

6.2.2.1 In the case of all types of cricket matches,

- (a) Unless at least one ball is bowled, all declared events bets on the match are deemed void and are to be refunded.
- (b) A player who officially retires for any reason other than injury is deemed to be out.
- (c) In the case of 'next batsman out' betting, bets on a member of a batting partnership which remains intact at the end of an innings are deemed void and are to be refunded.
- (d) In the case of 'next batsman out betting', a batsman who officially retires injured during the course of an innings is not considered out for declared events betting purposes. In such instances, declared events bets relating to the relevant batsman or pairing are deemed void and are to be refunded.
- (e) In the case of "head-to-head" betting on the number of runs scored, unless both the relevant batsmen are at the wicket when at least one ball is bowled (but not necessarily at the same time) the relevant declared events bets are deemed void and are to be refunded.
- (f) A "Mankad" dismissal of a batsman is of similar effect to a dismissal by other means.
- (g) This clause is subject to any specific rulings by the relevant recognised governing body. In the case of betting on player, team or other type of performance over a series of matches (eg most wickets, most catches, most runs or number of catches) any runs, wickets or catches accumulated in matches that were abandoned shall count toward the relevant tallies at the end of the series.

6.2.2.2 A one-day cricket match means a cricket match so classified by TAB Limited.

6.2.2.3 In the case of one-day and Twenty 20 cricket matches only,

- (a) If a match is shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the result is that determined by the relevant recognised governing body under the relevant competition rules.
 - i. in the case of one-day cricket a minimum of 20 overs must be completed otherwise all bets not determined at the time the match

- is concluded are deemed void and are to be refunded
- ii. In the case of Twenty 20 matches a minimum of 5 overs must be completed otherwise all bets not determined at the time the match is concluded are deemed void and are to be refunded.
- (b) In the case of betting on the highest scoring batsman (across both teams)
- The successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for either team have faced a ball.
 - In the case of either or both innings being shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the batsman from either team scoring the most runs across the revised number of overs provided an official result is declared.
 - Where the match is abandoned and/or no official result is declared, all bets are deemed void and are to be refunded.
- (c) In the case of highest scoring batsman in one team's innings:
- The successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for that team have faced a ball.
 - In the case of an innings shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the batsman scoring the most runs across the revised number of overs provided an official result is declared.
 - If an official result is not declared bets are deemed void and will be refunded.
- (d) In the case of betting on the highest wicket taking bowler for one team in an innings:
- The successful outcome will be the bowler taking the most wickets, regardless of whether or not all the opposing team's wickets have fallen.
 - Unless at least one wicket is taken by a bowler during the relevant innings all bets are deemed void and are to be refunded.
- In the case of an innings shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be

the bowler taking the most wickets across the revised number of overs provided an official result is declared.

- If an official result is not declared bets are deemed void and will be refunded.

(e) In the case of betting on the highest wicket taking bowler across both teams in a one day match:

- The successful outcome will be the bowler taking the most wickets, regardless of whether or not all wickets for either or both teams have fallen.

- Unless at least one wicket is taken by a bowler during the match all bets are deemed void and are to be refunded.

- In the case of either or both innings being shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the bowler from either team taking the most wickets across the revised number of overs provided an official result is declared.

- If an official result is not declared bets are deemed void and will be refunded.

(f) If play is postponed to a reserve day, any bets not decided – including (but not limited to) bets on the outcome of the match and bets relating to any incomplete innings – are to be carried forward to the reserve day and determined in accordance with these rules.

(g) In the case of betting on the total number of runs scored by a team in an innings:

- The successful outcome will be the number of runs scored in that innings regardless of whether or not the innings is shortened by the relevant recognised governing body (due to weather, poor light or any other reason).

- Where the innings is shortened by the relevant recognised governing body (due to weather, poor light or any other reason) to the extent that the match is abandoned with no official result declared, all bets are deemed void and are to be refunded.

6.2.2.4 In the case of cricket matches, other than one-day matches,

(a) In the case of betting on the highest scoring batsman for one team in an innings match or series.

- the successful outcome will be the batsman scoring the most runs, regardless of whether or not all

batsmen for that team have faced a ball

- unless at least one run is scored 'off the bat' by a batsman for that team during the relevant innings, match or series all bets are deemed void and are to be refunded.
- (b) In the case of betting on the highest scoring batsman across both teams in an innings, match or series.
- the successful outcome will be the batsman scoring the most runs, irrespective of whether or not all batsmen for both teams have faced a ball
 - unless at least one run is scored 'off the bat' by a batsman for either team during the relevant innings, match or series all bets are deemed void and are to be refunded.
- (c) In the case of betting on the highest wicket-taking bowler for one team in an innings, match or series:
- the successful outcome will be the bowler taking the most wickets, regardless of whether or not all the opposing team's wickets have fallen
 - unless at least one wicket is taken by a bowler during the relevant innings, match or series all bets are deemed void and are to be refunded.
- (d) In the case of betting on the highest wicket-taking bowler across both teams in an innings, match or series:
- The successful outcome will be the bowler taking the most wickets, regardless of whether or not all wickets have fallen
 - unless at least one wicket is taken by any bowler during the relevant innings, match or series all bets are deemed void and are to be refunded.
- (e) In the case of betting on the total number of runs scored in an innings:
- the successful outcome will be the number of runs scored in that innings regardless of whether or not the innings is completed
 - unless at least one ball is bowled in the innings all bets are deemed void and are to be refunded.

- (f) In the case of test (and non-limited overs) cricket, if the match is declared a "tie", all bets to win on either team will be paid at half face-value, while bets on the draw will be losers.

6.2.3 Golf

6.2.3.1 (a) Where a tournament which is scheduled for (72) holes is abandoned for any reason, if less than thirty six (36) holes have been completed, all bets on the outcome of the tournament are void and are to be refunded. If thirty six (36) or more holes have been completed and an official result is declared by the relevant recognised governing body, all bets stand and are to be determined in accordance with that official result. This clause is subject to clause 6.2.3.6.

- (b) Where a tournament which is scheduled for (90) holes is abandoned for any reason, if less than fifty four (54) holes have been completed, all bets on the outcome of the tournament are void and are to be refunded. If fifty four (54) or more holes have been completed and an official result is declared by the relevant recognised governing body, all bets stand and are to be determined in accordance with that official result. This clause is subject to clause 6.2.3.6.

6.2.3.2 Where a tournament which is scheduled for fewer than seventy two (72) holes is abandoned, bets on the outcome of the tournament are to be determined in accordance with the official result declared by the relevant recognised governing body.

6.2.3.3 Any play-off holes will be taken into account in determining the winner of a tournament. However, in the case of place bets, clauses 6.1.8 and 6.1.9 herein will apply where there is a tie after completion of the set number of holes (subject to clauses 6.2.3.1 and 6.2.3.2 herein).

6.2.3.4 In the case of 'group' betting:

- (a) where all players in a group fail to complete the scheduled number of holes in an event, the winner of that group shall be the player who completes the most number of holes;
- (b) where some of the players in a group fail to complete the scheduled number of

holes in an event, the winner of that group shall be the player(s) who completes the most number of holes with the lowest score;

- (c) where all players in a group complete the same number of holes, the winner will be the player in that group with the lowest score (subject to clauses 6.2.3.1 and 6.2.3.2 herein);
- (d) where a tied result occurs in relation to any part of this clause, the provisions of clauses 6.1.8 and 6.1.9 herein are to be applied.

6.2.3.5 This clause applies where a tournament is suspended on the direction of the relevant recognised governing body and no official result is declared under circumstances where the balance of the tournament is intended to be rescheduled. In such cases, all bets not yet determined upon suspension of play are to be held in trust by TAB until a result is declared by the relevant governing body. In these circumstances, if a result is not declared within one month of the original commencement date, all bets not yet determined are deemed void and are to be refunded.

6.2.3.6 In the event that a tournament is abandoned prior to completion of the scheduled number of holes any bets placed after the point in the tournament where no further play occurred are deemed void and are to be refunded.

6.2.3.7 In the case of 2 or 3 ball (player) group betting over 18 holes, the winner will be the player with the lowest score after completion of the relevant 18 holes. Unless all players in the group complete the relevant 18 holes, bets are deemed void and are to be refunded.

6.2.4 Motor Racing

6.2.4.1 In the case of individual races, in accordance with clause 6.1.11 herein, results will be determined based on the initial declaration of the official result of the race by the relevant recognised governing body. The result will not be affected by any subsequent protests, processes or amendments to placing.

6.2.4.2 In the case of championships, in accordance with clause 6.1.11 herein, results will be determined based on the official points standing upon the initial declaration of the

official result by the relevant recognised governing body of the final event for championship purposes. The championship result will not be affected by any subsequent protests, processes or amendments to placing.

6.2.4.3 In the case of individual races where the drivers for individual cars are not known 48 hours prior to the scheduled commencement time of the race, betting will be conducted on the winning car rather than the winning driver.

6.2.4.4 In the case of "head-to-head" betting between two cars or two drivers, if either of the relevant cars or drivers fail to finish, the successful outcome will be determined in accordance with which car or driver completes the most laps. In the event that both cars or drivers are credited with completing the same number of laps dead heat rules apply.

6.2.4.5 Where the event details specify in the case of endurance car racing betting will be conducted on the winning car and not the winning driver.

6.2.5 Rugby League

6.2.5.1 In the case of declared events bets on the first or next try scorer:

- (a) except in cases where TAB offers prices for a penalty try within the relevant market, in the event that the first or next try is a penalty try, relevant declared events bets will be determined on the basis of the try following; and
- (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.

6.2.5.2 In the case of declared events bets on the next scoring play:

- (a) except in cases where the TAB offers prices for a penalty try within the relevant market, in the event that the next scoring play is a penalty try the relevant declared events bet will be determined on the basis of the next scoring play; and
- (b) relevant declared events bets stand regardless of whether the player who is

the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.

6.2.6 Rugby Union

6.2.6.1 In the case of declared events bets on the first or next try scorer:

- (a) except in cases where TAB offers prices for a penalty try within the relevant market, in the event that the first or next try is a penalty try, relevant declared events bets will be determined on the basis of the try following; and
- (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.

6.2.6.2 In the case of declared events bets on the next scoring play:

- (a) except in cases where the TAB offers prices for a penalty try within the relevant market, in the event that the next scoring play is a penalty try the relevant declared events bet will be determined on the basis of the next scoring play; and
- (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.

6.2.7 Soccer

6.2.7.1 If a soccer match is officially called off prior to its scheduled completion and an official match result is not declared by the relevant recognised governing body, bets not determined at the time the match is concluded are deemed void and are to be refunded. This does not apply to declared events bets already determined at the conclusion of the match, eg first goal scorer.

6.2.7.2 If a soccer match is officially called off prior to its scheduled conclusion and an official match result is declared by the relevant recognised governing body, relevant declared events bets will be determined on that result. However, in these circumstances, declared events bets which are dependent upon the number of goals scored (including line bets) and are yet to be determined are deemed void and are to be refunded.

6.2.7.3 Unless agreed otherwise by TAB and the customer at the time of placing the declared events bet, the outcome of soccer matches is determined at the end of 'normal time' (in most circumstances 90 minutes plus injury time).

6.2.7.4 Except in cases where TAB offers prices for an own goal within the relevant market, if the first or next goal scorer is awarded an 'own goal', relevant declared events bets will be determined on the basis of the goal following.

6.2.8 Tennis

6.2.8.1 A tennis match is deemed to have commenced with the first serve. If, for any reason, a competitor or a doubles team withdraws, is disqualified or fails to complete a match after it has commenced, all declared events bets not already determined when the match is terminated are deemed void and are to be refunded. Affected multi bets will be recalculated on the same basis as applying to the calculation of payouts in the case of postponed or abandoned declared events betting events under Rule 6.1.9 (c).

6.2.8.2 Where, for any reason, the venue for a tennis match is changed but does not involve a change in the type of playing surface then Rule 6.1.13 does not apply.

6.2.8.3 Rule 6.2.8.2 applies equally to betting on matches and tournament betting.

6.2.8.4 If a scheduled match within a tournament is played prior to the completion of the tournament all bets stand and rule 6.1.6 does not apply.

6.2.9 Yachting

6.2.9.1 Where betting is conducted on 'line honours' or 'quinella', in accordance with clause 6.1.11, results will be determined based on the placings of the yachts as they cross the finish line. The result will not be affected by any subsequent protests, processes or amendments to placings.

6.2.10 Jockey Challenge

6.2.10.1 "Jockey Challenge" is betting on a jockey achieving the highest aggregate points scored in accordance with these rules for

achieving a place in races conducted at a particular race meeting or over a racing carnival. A racing carnival shall include a series of race meetings as approved by Racing NSW.

- 6.2.10.2 Prior to commencement of betting, TAB will prepare a list of jockeys and opening prices. The list will include an “any other” price option to cover any jockey who is not included in the original list. At all times the “any other” option shall be treated as one entity.
- 6.2.10.3 In the event of a race meeting being abandoned or postponed all bets are void and moneys are to be refunded except as provided by 6.2.10.4 and 6.2.10.5.
- 6.2.10.4 In the event of a race meeting not being completed as originally programmed all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a jockey has an unassailable lead, in which case all bets stand.
- 6.2.10.5 In the case of Jockey Challenge betting on a racing carnival should any of the programmed carnival race meetings not be completed in their entirety, all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a jockey has an unassailable lead, in which case all bets stand.
- 6.2.10.6 No points shall be allocated in relation to a race scheduled to be conducted at a race meeting if that race is postponed to another race meeting, abandoned or declared a no race by the Stewards on the day of the race meeting.
- 6.2.10.7 The winner will be the jockey who has the most points accumulated at the end of the competition. Points will be accrued per race and calculated as follows:

- 3 points for a winning ride
- 2 points for a second placed ride
- 1 point for a third placed ride

Points will only be allocated to the jockey(s) who actually ride the winning or placed horse(s) in a race. Points will not be allocated to any rider who may have been engaged to ride a horse but was subsequently replaced by permission or direction of

the Stewards.

There will be no refunds of bets should a jockey be replaced by another rider.

6.2.10.8 In the event of a dead heat for any or all of the placings jockey points will be allocated on a proportionate fractional basis i.e.

Dead Heat for a Win	Dead Heat for Second	Dead Heat for Third
Points	Points	Points
1 st - 2.5, 2.5	1 st - 3	1 st - 3
2 nd - 0	2 nd - 1.5, 1.5	2 nd - 2
3 rd - 1	3 rd - 0	3 rd - 0.5, 0.5

In the event of a triple dead heat for any or all of the placings, points will be allocated on a proportionate fractional basis i.e.:

Triple Dead Heat for Win	Triple Dead Heat for Second	Triple Dead Heat for Third
Points	Points	Points
1 st - 2, 2, 2,	1 st - 3	1 st - 3
2 nd - 0	2 nd - 1, 1, 1	2 nd - 2
3 rd - 0	3 rd - 0	3 rd - 0.3, 0.3, 0.3

6.2.10.9 In the event of two or more jockeys being tied on the same number of points at the completion of the competition all successful bets will be paid according to TAB Limited Declared Events Betting Rule 6.1.8.

6.2.10.10 Allocated points will not be subject to change in the case of any future disqualification. Any disputation regarding the declared winner will be adjudicated by Racing NSW stewards whose decision shall be final.

6.2.10.11 Payment will be declared at the end of each race meeting or carnival, unless otherwise directed by the Stewards.

6.2.10.12 Any matter in respect to a Jockey Challenge at a race meeting or a racing carnival not provided for in these Rules shall be determined by the Chairman of Racing NSW stewards.

6.2.11 Baseball

6.2.11.1 Where a nominated starting pitcher does not start a game, all declared events bets on

that game are deemed void and are to be refunded unless agreed otherwise by TAB and the customer at the time of placing the declared events bet.

- 6.2.11.2 Where a baseball match is postponed to another day rule 6.1.6 does not apply and all bets on the match are deemed void and are to be refunded.

6.2.12 Badminton

A Badminton match is deemed to have commenced with the first serve. If, for any reason, a competitor or a doubles team withdraws, is disqualified or fails to complete a match after it has commenced, all bets not already determined when the match is concluded are deemed void and are to be refunded. Affected multi bets will be recalculated on the same basis as applying to the calculation of payouts in the case of postponed or abandoned declared betting events under Rule 6.1.9 (c)

6.2.13 Squash

A Squash match is deemed to have commenced with the first serve. If, for any reason, a competitor or a doubles team withdraws, is disqualified or fails to complete a match after it has commenced, all bets not already determined when the match is concluded are deemed void and are to be refunded. Affected multi bets will be recalculated on the same basis as applying to the calculation of payouts in the case of postponed or abandoned declared betting events under Rule 6.1.9 (c)

6.2.14 Surfing

If a scheduled event within a tournament is held prior to the completion of the tournament all bets stand and rule 6.1.6 does not apply.

6.2.15 Trainers Challenge

- 6.2.15.1 "Trainers Challenge" is betting on a trainer achieving the highest aggregate points scored in accordance with these rules for achieving a place in races conducted at a particular race meeting or over a racing carnival. A racing carnival shall include a series of race meetings as approved by Racing NSW.

- 6.2.15.2 Prior to commencement of betting, TAB will prepare a list of trainers and opening prices. The list will include an "any other" price option to cover any trainer who is not included in the

original list. At all times the “any other” option shall be treated as one entity.

6.2.15.3 In the event of a race meeting being abandoned or postponed all bets are void and moneys are to be refunded except as provided by 6.2.15.4 and 6.2.15.5.

6.2.15.4 In the event of a race meeting not being completed as originally programmed all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a trainer has an unassailable lead, in which case all bets stand.

6.2.15.5 In the case of Trainers Challenge betting on a racing carnival should any of the programmed carnival race meetings not be completed in their entirety, all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a trainer has an unassailable lead, in which case all bets stand.

6.2.15.6 No points shall be allocated in relation to a race scheduled to be conducted at a race meeting if that race is postponed to another race meeting, abandoned or declared a no race by the Stewards on the day of the race meeting.

6.2.15.7 The winner will be the trainer who has the most points accumulated at the end of the competition. Points will be accrued per race and calculated as follows:

- 3 points for training the winning runner
- 2 points for training the 2nd placed runner
- 1 point for a training the 3rd placed runner

Points will only be allocated to the trainer who is officially listed as the trainer of the horse.

6.2.15.8 In the event of a dead heat for any or all of the placings points will be allocated on a proportionate fractional basis i.e.

Dead Heat for a Win	Dead Heat for Second	Dead Heat for Third
Points	Points	Points
1 st - 2.5, 2.5	1 st - 3	1 st - 3
2 nd - 0	2 nd - 1.5, 1.5	2 nd - 2
3 rd - 1	3 rd - 0	3 rd - 0.5, 0.5

In the event of a triple dead heat for any or all of the placings, points will be allocated on a proportionate fractional basis i.e.:

Triple Dead Heat for Win	Triple Dead Heat for Second	Triple Dead Heat for Third
Points	Points	Points
1 st - 2, 2, 2,	1 st - 3	1 st - 3
2 nd - 0	2 nd - 1, 1, 1	2 nd - 2
3 rd - 0	3 rd - 0	3 rd - 0.3, 0.3, 0.3

6.2.15.9 In the event of two or more trainers being tied on the same number of points at the completion of the competition all successful bets will be paid according to TAB Limited Declared Events Betting Rule 6.1.8.

6.2.15.10 Allocated points will not be subject to change in the case of any future disqualification. Any disputation regarding the declared winner will be adjudicated by Racing NSW stewards whose decision shall be final.

6.2.15.11 Payment will be declared at the end of each race meeting or carnival, unless otherwise directed by the Stewards.

6.2.15.12 Any matter in respect to a Trainers Challenge at a race meeting or a racing carnival not provided for in these Rules shall be determined by the Chairman of Racing NSW stewards.

6.2.16 Election/political events

6.2.16.1 Election and/or political events can include local, national and international elections, inclusive of national events such as plebiscites or referendums.

6.2.16.2 Election events cannot include NSW State or Council elections where betting on this kind of event is otherwise prohibited by NSW legislation.

6.2.16.3 Election/political declared betting event bets are subject to the following conditions, in that they must:

- (a) meet community expectations;
- (b) not be offensive, distasteful, unsavoury or cause affront to public interest or standards;

- (c) be overseen by an established electoral authority (e.g. the Australian Electoral Commission) or political body/party;
- (d) have a clear outcome (contain no ambiguity in regard to the result);
- (e) have an integrity framework as part of the voting mechanism;
- (f) be able to be settled within four (4) years of the date it opens;
- (g) list the outcome of the event within five (5) days of the conclusion of the event;
- (h) have betting restrictions on candidates, campaign managers, electoral officials and others connected to the event, betting on the event;
- (i) if there is any doubt in relation to whether a market may be in poor taste/likely to offend, not open that market;
- (j) close any market following written direction from the Department.

6.2.17 Novelty events

6.2.17.1 Novelty events are a class of events that do not fall within the scope currently declared betting events in NSW and fall within any of the following categories:

- (a) entertainment;
- (b) current affairs;
- (c) weather;
- (d) music;
- (e) Hollywood and celebrity;
- (f) pageant; and
- (g) sports novelties.

6.2.17.2 Sports novelties are sports related markets that are not sporting events as defined by the Act.

6.2.17.3 Novelty declared betting event bets are subject to the following conditions, in that they must:

- (a) meet community expectations;
- (b) not be offensive, distasteful, unsavoury or cause affront to public interest or standards;
- (c) have a maximum bet limit of \$100;

- (d) have a real-time outcome;
- (e) have an outcome that is certain and one that can be independently verified;
- (f) on request of the Department, have a third party verify the result (at the cost of the operator). If the market is unable to be verified, all wagers must be refunded;
- (g) where appropriate, have an integrity framework as part of the voting/judging mechanism;
- (h) be able to be settled within four (4) years of the date it opens;
- (i) list the outcome of the event within five (5) days of the conclusion of the event;
- (j) prohibit all individuals involved in the event from betting on the event;
- (k) if there is any doubt in relation to whether a market may be in poor taste/likely to offend, not open that market;
- (l) close any market following written direction from the Department.

7 MISCELLANEOUS

7.1 Betting by minors

Any person under the age of eighteen (18) years shall not be entitled to place a declared events bet with TAB.

7.2 Disclaimer

TAB is not, except as otherwise expressly and specifically provided in these rules or required by law, liable to any person (including without limitation for any loss or damage suffered or claimed to have been suffered by a person) as a result of, or in any way arising out of or as a consequence of any of the following:

- a) Inability to place or cancel a declared events bet on any declared events betting event or form of betting on a declared events betting event.
- b) Inability to place or cancel a declared events bet on a particular outcome or contingency on any declared events betting event or form of betting on a declared events betting event.
- c) The loss of a declared events betting ticket.
- d) Any payment made to the bearer of a ticket where a customer alleges that such payment was made to the wrong person.

- e) Reliance upon any omission, inaccurate information or statement whether made by any TAB employee or agent, or by the electronic or print media, concerning any matter whatsoever relating to the customer or to TAB or to any event, competitor, withdrawal or other matter whatsoever.
- f) Any decision of the recognised governing body of the declared event or any referee or other official appointed to administer, supervise, referee or control a declared events betting event (including without limitation any decision to impose, or not to impose, penalties or sanctions and the nature and extent of any such sanctions).
- g) Any subsequent change to the result of a declared events betting event after a result has been declared by the recognised governing body of that declared betting events in accordance with clause 6.1.11.
- h) Unauthorised use of the customer's betting account.
- i) In the case of a cash declared events bet at a cash outlet, failure by the customer to correct inaccurate or omitted declared events bet details recorded on a ticket immediately upon issue of the ticket.
- j) In the case of a telephone declared events bet, failure by a customer to correct inaccurate or omitted declared events bet details when such details are called back to the customer by TAB.
- k) In the case of an Internet declared events bet, where the customer has confirmed the declared events bet request in accordance with Rule 3.6.1 (b).
- l) In the case of an Internet declared events bet, use of, participation in or inability to obtain access to the website for the purpose of making a declared events bet.
- m) In the case of an Internet declared events bet, any loss or damage caused in the event that the computer of the customer becomes infected with a virus as a result of connecting to TAB's website or by any technology failure whatsoever.
- n) Access by the customer to websites of any person via links from TAB's website.
- o) Any prices quoted by any source other than authorised staff of TAB or any quoted prices which are no longer valid for betting purposes.
- p) The failure, exclusion or refusal of any competitor, team or member of a team to start or complete a declared events betting event.
- q) The refusal or inability of TAB, its agents or assigns to accept all or part of a declared events bet or to accept declared events bets on a particular outcome or contingency on any declared events betting event or form of betting on a declared events betting event.

- r) The exercise by TAB of any discretion conferred on TAB under these Rules or the manner in which that discretion is exercised either generally or in particular circumstances.

7.3 **Cash Out**

TAB may facilitate functionality whereby a customer may cash out their bet (placed with TAB) in part or in its entirety through an arrangement with a third party. TAB will make sufficient information available to customers, including all terms and conditions relevant to the cash out offer to enable customers to make an informed decision.

7.4 **Multiplier**

TAB may facilitate functionality whereby a customer may place a bet with TAB which includes a multiplier feature. TAB will make sufficient information available to customers, including all terms and conditions relevant to the multiplier feature to enable customers to make an informed decision.

8 CLAIMS AND DISPUTES

8.1 Lost, destroyed, mutilated or stolen declared events betting ticket claims

8.1.1 Lodgement of claims

Claims for lost, destroyed, mutilated or stolen declared events betting tickets shall be lodged within 14 days of the completion of the declared events betting event upon which the declared events bet was made. Claims may be lodged at any TAB outlet and not necessarily the TAB outlet at which the declared events betting ticket was purchased.

8.1.2 Claim administration fees

TAB may charge an administration fee, as notified by TAB from time to time, on all claims for lost, destroyed, mutilated or stolen declared events betting tickets.

8.1.3 Need for statutory declarations

A statutory declaration in such form and containing such information as TAB may require shall accompany each claim.

8.1.4 Stolen ticket claims

A claim for a stolen declared events betting ticket prior to the declared events betting ticket becoming payout bearing will not be accepted without the claimant's prior report of the theft to the police.

8.1.5 Claims lodged prior to the completion of events

Unless the declared events betting ticket stake value exceeds \$100 (one hundred dollars), claims will not be accepted prior to the completion of the respective declared events betting event and the declared events betting ticket becoming eligible for payout.

8.1.6 Acknowledgement of claim being received

The claimant will be issued with written acknowledgement of their claim within 21 days of their claim being received by TAB's Head Office Account Management or Customer Relations Section.

8.1.7 Time frame for claims

Claims will not be accepted after 14 days from the completion of the declared events betting event, unless the claimant can provide a valid reason for the delay in lodging the claim.

8.1.8 Delays to payout pending the outcome of a claim

TAB may stop payment on the declared events betting ticket pending the outcome of its investigation.

8.1.8 Settlement of approved claims

Following investigation by TAB of the claim for the lost, destroyed, mutilated or stolen declared events betting ticket, if TAB is satisfied that the claimant is entitled to a payout or refund on the declared events betting ticket then:

- (a) Approved claims will be settled by way of a:
 - (i) voucher payable at any TAB outlet except for amounts greater than \$500 (five hundred dollars);
 - (ii) cheque in favour of the claimant ; or
 - (iii) deposit to the claimant's nominated betting account; and
- (b) TAB will immediately record the cancellation of the declared events betting ticket.

8.2 Telephone betting claims

8.2.1 Claims concerning records of telephone declared events bets

Within 14 days after making a telephone declared events bet or within such further time as TAB may allow, a customer may lodge a written claim with TAB to the effect:

- (a) that the details of the declared events bet given by the customer when making the declared events bet were incorrectly recorded; and
- (b) that the customer has suffered loss as a result of the error.

If after investigating the claim, TAB is satisfied:

- (a) that the claim is justified; and
- (b) that the claim was due to the negligence or wilful default of any TAB officer, employee or agent, TAB

must make any appropriate alteration to the record and must refund such amount or pay such payout to the claimant as TAB considers to be just and reasonable.

Any election by the claimant not to have the details of a declared events bet repeated, as referred to in Clause 3.3.3 may be taken into account in TAB's investigation of the claim.

8.2.2 Claims concerning betting account statements

Within 14 days after TAB sends a customer a statement relating to a betting account or within such further time as TAB may allow, the customer may lodge a written claim with TAB to the effect that the statement contains an error or omission.

If, after investigating a claim, TAB is satisfied that the claim is justified, TAB must make any appropriate alteration to its records and must forward a corrected statement to the claimant.

A customer is not entitled to make a claim under this clause if the basis of the claim is attributable to a claim referred to in Clause 8.2.1. of these Rules.

8.3 GENERAL

8.3.1 Information to accompany claims

A claim under this part need not be investigated unless the claimant gives to TAB such information, and such declared events betting tickets or other documents as are in the claimant's possession, as may be necessary to facilitate investigation of the claim.

8.3.2 Notification of claim outcome to claimant

After investigating the claim, TAB:

- (a) must notify the claimant of its decision; and
- (b) may pay such payout or refund to the claimant as TAB considers to be just and reasonable.

8.3.3 Review of decisions of claims

A customer who is dissatisfied with TAB's decision on a claim under this part may request TAB to review its decision.

TAB must deal with such a request in the same way as if it were a complaint, except that the person by whom the request is dealt with must not be:

- (a) the person by whom the original claim was dealt with; or
- (b) a person who is under the supervision of the person by whom the original claim was dealt with.

This clause does not authorise more than one request to be made in relation to any one claim.

8.4 ENFORCEABILITY

8.4.1 Enforceability of TAB decisions

The decision of TAB upon:

- (a) any question or dispute as to the amount of payout or refund calculated in respect of any declared events betting ticket or declared events bet, or
 - (b) any question as to the validity of any declared events betting ticket as to any forgery or alteration thereof or tampering therewith,
- subject to Part 8.5, shall be final and conclusive.

8.5 RESOLUTION OF DISPUTES

8.5.1 Declared Events Betting Disputes Panel

There shall be a Declared Events Betting Disputes Panel, the members of which are to be appointed by the Minister.

8.5.2 Matters referable to the Declared Events Betting Disputes Panel

In the event of:

- (a) any circumstance arising which is not provided for by the Rules or the act, or
- (b) a dispute between TAB and a customer as to the interpretation of these Rules,

which relates to the outcome of a declared events betting event, TAB or a customer may refer the matter to the Declared Events Betting Disputes Panel.

8.5.3 Prior attempt at resolution

Prior to referring any matter to the Declared Events Betting Disputes Panel, a customer shall endeavour to resolve the matter directly with TAB.

8.5.4 Time frame for references to the Declared Events Betting Disputes Panel

References to the Declared Events Betting Disputes Panel shall be within twenty-eight (28) days of the date of completion of the declared events betting event to which the disputed declared events bet relates.

8.5.5 Contact point for the Declared Events Betting Disputes Panel

References to the Declared Event Betting Disputes Panel shall be directed to the secretary of the panel, by contacting:

Declared Betting Events Betting Dispute Panel
Liquor & Gaming NSW
GPO Box 7060
Sydney NSW 2001

1300 024 720 (Monday to Friday 9.00am to 4.00pm)

Or via the online form which can be found at:

<https://www.liquorandgaming.nsw.gov.au/Pages/contact-us.aspx>

Gazetted, 15 September 2000

Amendments Gazetted

21 Feb 2003, 10 Oct 2003, Oct 2005

Jul 2006, Nov 2009, 23 December 2011,

25 January 2013, 4 March 2016, 8 September 2017,

12 October 2018, 28 February 2019

(n2019-591)

TOTALIZATOR ACT 1997

AMENDMENT TO THE TOTALIZATOR RULES

I, Paul Newson, Deputy Secretary Liquor, Gaming & Racing, under delegation of the Minister pursuant to section 115 of the *Totalizator Act 1997* (hereinafter referred to as the Act), pursuant to section 54(1) of the Act, **DO HEREBY APPROVE** the Totalizator Rules, annexed to this instrument, which take effect from the date published in the New South Wales Government Gazette. This instrument has the effect of repealing any/all previous versions of the Totalizator Rules published in the Gazette and replacing them with the Rules annexed to this instrument.

Dated this 28 day of February 2019

Paul Newson)
Deputy Secretary)
Liquor, Gaming & Racing)

Totalizator Rules
Originally gazetted 9 March 2007
Amended by gazettal on 28 February 2019

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RULES FOR THE CONDUCT OF TOTALIZATORS

1. PRELIMINARY

1.1 Application

1.1.1 Unless otherwise provided, these rules:

- (a) apply in respect of any totalizator conducted by TAB for betting on any racing or declared betting event or contingency in accordance with sections 14 or 15 of the Act; and
- (b) must, pursuant to section 58(2) of the Act, be complied with by any racing club in respect of any on-course totalizator conducted by it (whether as a domestic totalizator or where bets are received as agent for TAB) for betting on a racing event or contingency at a racecourse in accordance with section 15 of the Act.

1.1.2 These rules:

- (a) only apply to TAB in so far as they relate to a totalizator conducted by TAB; and
- (b) do not apply to TAB to the extent the Minister approves, either under the Act or under the terms of TAB's off-course totalizator licence, that the rules of another entity conducting totalizator betting outside of New South Wales will apply.

1.1.3 Unless the context otherwise requires or, except to the extent the racing club's own rules made by the Minister under the Act specifically exclude these rules then references in these rules:

- (a) to TAB include a reference to a racing club conducting an on-course totalizator;
- (b) to the rights, powers, actions, determinations or obligations of TAB includes a reference to the rights, powers, actions, determinations or obligations of a racing club conducting an on-course totalizator; and
- (c) to an operator in a TAB outlet includes a reference to an operator at a racing club conducting a domestic totalizator.

1.1.4 Transactions conducted at or through a TAB outlet (including via a betting account) are subject where appropriate to the rules of racing, including the provisions in respect to the entry, acceptance, bracketing, withdrawal, or disqualification of persons, animals or teams or objects, to the running of races, the conduct of race meetings, to the powers of the stewards (including but not limited to the powers of stewards to request the disclosure of personal information pertaining to accounts or transactions) or

any other tribunal, and to the procedures governing the operation of the totalizators.

- 1.1.5 If the stewards request the disclosure of personal information pertaining to accounts or transactions, the investor shall be deemed for the purposes of the Act to have consented to the TAB providing such personal information to the stewards.

1.2 Commencement

These rules commence on 15 August 2005 (as amended from time to time by notice in the Government Gazette).

1.3 Agreement to rules

Every person who makes a bet with TAB, or racing club conducting an on-course totalizator, is deemed to be acquainted with and agrees to be bound by these rules and the Act.

1.4 Powers of TAB and determination of matters

- 1.4.1 If in relation to a race or declared betting event, any circumstance should arise or event happen that is not provided for by these rules or the Act, the matter is to be dealt with in the manner as TAB, (or in the case of a domestic totalizator the committee or the stewards) may determine.

- 1.4.2 Subject to these rules, all decisions made by TAB concerning any race or declared betting event, including the declaration and payment of dividends and the interpretation of these rules, will be final and binding on all persons who make a bet on a totalizator and on every person making a claim under or in respect of these rules.

- 1.4.3 Subject to these rules, the decision of TAB on:

- (a) any question or dispute as to the amount of dividend or refund payable in respect of any bet; or
- (b) any question as to the genuineness of any betting ticket or any forgery, alteration of, or tampering with a betting ticket;

will be final and conclusive. A person may seek the advice or opinion of the NSW Office of Liquor, Gaming and Racing on any question or dispute decided upon by TAB under this rule.

- 1.4.4 A decision made under this clause by the committee of a racing club conducting a domestic totalizator (or by the stewards overseeing the relevant race meeting) into which bets are paid by another racing club is binding on the committee of that other racing club and the stewards overseeing its meeting.

1.5 Definitions

In these rules:

“**aggregate amount**” see clause 3.6.5;

“**all-up bet**” means:

- (a) a parlay bet with a formula number that is equal to the number of races within that parlay bet; or
- (b) a bet:
 - (i) made on the chance of winning a series of bets made on a series of win and place totalizators or other totalizators as determined by TAB;
 - (ii) in which the amount of the bet in respect of the second or any subsequent totalizator is the amount of the dividend or refund (if any) on the previous totalizator;

“**anchor totalizator**” means the totalizator included in a merged pool with the largest number of possible outcomes.

“**backed**” means a bet has been made on the contestant, finisher or combination as the case may be;

“**bad sale**” means a bet not paid for after close of betting;

“**betting account**” see clause 2.9;

“**betting operator**” means a person licensed under section 12 of the *Totalizator Act 1997* to conduct a totalizator.

“**betting ticket**” or “**ticket**” see clause 2.6.2 to 2.7;

“**betting voucher**” see clause 2.10;

“**BIG6**” means a combination of 6 races declared to be a BIG6 by an order under clause 13.1.

“**BIG6 totalizator**” means a totalizator for persons to bet on a BIG6 with a view to successfully predicting the contestants that will be placed first in the 6 races of the BIG6.

“**cash bet**” means a bet made, whether by means of cash, betting voucher or electronic funds transfer, by a person who attends at a TAB outlet or at a NSW racecourse where a domestic totalizator is conducted by a racing club;

“**close of betting**” means:

- (a) in relation to a race:

- (i) the start of the race (being, in the case of a greyhound race, the start of the lure); or
 - (ii) such other time as TAB may direct in relation to a particular race or class of races or in relation to any particular circumstance or class of circumstances; and
- (b) in relation to a declared betting event:
- (i) the start of the event; or
 - (ii) such other time as TAB may direct in relation to a particular event or class of events or in relation to any particular circumstance or class of circumstances;

“code” means Thoroughbred or Harness or Greyhound racing.

“code exclusive” means a BIG6 with races scheduled on one code only.

“Commission” means the amount the licensee may deduct, or cause to be deducted, as commission out of the total amount invested in each totalizator conducted by the licensee on one or more events or contingencies, and is an amount not exceeding the amount prescribed in the table at clause 19 of these Rules and in accordance with Part 6 of the Act, in respect of a totalizator of that class and description.

“committee” means in relation to a race meeting, the committee of the racing club holding the race meeting;

“contestant” means in relation to a race, a horse or greyhound entered for the race at the opening of betting on the race, but does not include a horse or greyhound that is subsequently scratched from the race;

“contestant number” means the number allocated by TAB, or a racing club conducting a domestic totalizator, to a contestant in respect of a race and displayed on a notice at the TAB outlet or racecourse (as the case may be);

“cross-code” means events involving more than one code.

“declaration of correct weight” includes:

- (a) the all clear signal in respect of a harness racing race; and
- (b) the payout signal in respect of a greyhound race;

“declared betting event” means a competition or event between two or more contestants declared to be a declared betting event in accordance with the Racing Administration Act 1998;

“declared betting event rules” means the rules constituted by the controlling body or committee under whose authority the declared betting event is decided;

“device bet” means a bet where the details of the bet are instructed by way of a device or electronic data transfer means including by:

- (a) use of a telephone and interactive voice recognition or by a telephone keypad; or
- (b) use of a computer and the Internet; or by any other technology means approved by TAB from time to time;

“distribution of investments” means the distribution of money invested in totalizators conducted by the TAB in respect of race meetings and declared betting events.

“dividend pool” means the total moneys paid into the totalizator or merged pool on any race or declared betting event:

- (a) less any money to be refunded to investors pursuant to these rules;
- (b) subject to conditions related to notification to the OLGR and electronic lodgement agreed in writing between TAB and OLGR, less any money refunded to a participating jurisdiction, as a result of any communication or technical failure, which TAB may choose to either:
 - (i) exclude monies received from the guest on Trio, Trifecta, Quaddie, First 4, and Big6 at its sole discretion; and,
 - (ii) retain monies received from the guest on bet types Win, Place, Quinella, Doubles, Duet, and Exacta up until the last complete progress or final transmission received from the guest.
- (c) less Commission deducted; and
- (d) after making any other adjustment required by the Act, or these rules;

“domestic totalizator” means an on-course totalizator which is conducted at a New South Wales racecourse by a racing club on an event where TAB does not conduct a totalizator in respect of the same event;

“double” means a combination of 2 races declared to be a double by an order under clause 10.1;

“double type” includes, in relation to a double, a running double, daily double and any other double declared by TAB or a racing club conducting a domestic totalizator;

“doubles totalizator” means a totalizator for persons to bet on a double with a view to successfully predicting the contestants that will be placed first in the first and second legs of the double;

“duet race” means a race on which a duet totalizator is conducted;

“duet totalizator” means a totalizator for persons to bet on a race with a view to successfully predicting, regardless of order, any two of the contestants that will place first, second and third in the race;

“**exacta race**” means a race on which an exacta totalizator is conducted;

“**exacta totalizator**” means a totalizator for persons to bet on a race with a view to successfully predicting, in the correct order, the contestants that will place first and second in the race;

“**event**” includes a contingency;

“**flexi bet**” means a bet on a type of totalizator as set out in clause 2.5 where the amount of the investment on each combination covered by the bet is not equal to a unit of investment or a whole number multiple of the unit of investment;

“**finisher**” means in relation to a race, a starter that completes the race, but excludes a starter that is disqualified or declared a non-starter before the declaration of correct weight for the race;

“**first 4 race**” means a race declared to be a first 4 race by an order under clause 9;

“**first 4 totalizator**” means a totalizator for persons to bet on a first 4 race with a view to successfully predicting, in the correct order, contestants that will place first, second, third and fourth in the race;

“**formula number**” means the number of races within the parlay bet that must result in a dividend or refund in order for the parlay bet to be successful;

“**international pooled bet**” means an investment on a bet type as described in these definitions 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 totalizator pool conducted by an operator in a foreign jurisdiction for the purpose of calculating a dividend.

“**investor**” means a person who pays for and makes a bet which is accepted by TAB, or a racing club conducting an on-course totalizator;

“**investment pool**” means the total moneys paid into a quinella, exacta, doubles, duet, trio and merged pool, trifecta, first 4, quaddie or BIG6 totalizator less any money to be refunded to investors pursuant to these rules;

“**jackpot allocation table**” means the following table;

Meeting Class	Definition
NSW Metropolitan Race	A horse race held in New South Wales and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Royal Randwick; Rosehill Gardens; Warwick Farm; or Canterbury Park.

Meeting Class	Definition
NSW/ACT Non-Metropolitan Race	A horse race held in New South Wales or Australian Capital Territory that is not defined in this table as a NSW Metropolitan Race.
VIC Metropolitan Race	A horse race held in Victoria and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Flemington; Caulfield; Sandown; or Moonee Valley.
VIC Non-Metropolitan Race	A horse race held in Victoria that is not defined in this table as a VIC Metropolitan Race.
TAS Metropolitan Race	A horse race held in Tasmania and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Hobart; or Launceston.
TAS Non-Metropolitan Race	A horse race held in Tasmania that is not defined in this table as a TAS Metropolitan Race.
QLD Metropolitan Race	A horse race held in Queensland and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Eagle Farm; or Doomben.
QLD/NT Non-Metropolitan Race	A horse race held in Queensland or Northern Territory that is not defined in this table as a QLD Metropolitan Race.
SA Metropolitan Race	A horse race held in South Australia and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Morphettville; Cheltenham; or Victoria Park.
SA Non-Metropolitan Race	A horse race held in South Australia that is not defined in this table as a SA Metropolitan Race.
WA Metropolitan Race	A horse race held in Western Australia and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Ascot; or Belmont.
WA Non-	A horse race held in Western Australia that is not

Meeting Class	Definition
Metropolitan Race	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 New South Wales or Australian Capital Territory.
VIC harness race	A harness race held in Victoria.
TAS harness race	A harness race held in Tasmania.
QLD/NT harness race	A harness race held in Queensland or Northern Territory.
SA harness race	A harness race held in South Australia.
WA harness race	A harness race held in Western Australia.
International harness race	A harness race held outside Australia.
NSW/ACT greyhound race	A greyhound race held in New South Wales or Australian Capital Territory.
VIC greyhound race	A greyhound race held in Victoria.
TAS greyhound race	A greyhound race held in Tasmania.
QLD/NT greyhound race	A greyhound race held in Queensland or Northern Territory.
SA greyhound race	A greyhound race held in South Australia.
WA greyhound race	A greyhound race held in Western Australia.
International greyhound race	A greyhound race held outside Australia.

but excludes any jackpot allocation for First 4, quaddie and code exclusive BIG6 jackpots carried over from previous meetings, which TAB can exercise its discretion to allocate to any meeting class within the same code on any subsequent day but TAB must allocate any specific jackpot within a period of 12 calendar months. Any cross code BIG6 jackpots will transfer to any meeting class at TAB discretion on the code that corresponded to the first scheduled leg of that BIG6. The jackpot pools will be allocated within a period of 12 calendar months.

“late scratching” in relation to a race means a contestant declared a scratching after the deadline for scratchings prescribed by the controlling body or racing club responsible for the conduct of the relevant race meeting;

“major dividend” means subject to clause 13.3.2 that dividend of the BIG6 relative to a combination containing winning selections in 6 events.

“manager” of a TAB outlet means:

if the TAB outlet forms part of licensed premises, the licensee of the premises within the meaning of the Liquor Act 1982; or

if the TAB outlet forms part of registered club premises, the secretary of the club within the meaning of the Registered Clubs Act 1976; or

in any other case, the person for the time being having the control or management of the TAB outlet;

“merged pool” means two or more investment pools which are merged in accordance with clause 15;

“minimum dividend” means a minimum dividend in respect of a unit of investment bet on an event. The minimum dividend provisions are set out in Appendix 1 (Determination of Dividend — Minimum & Fractions) to these rules and may be amended by TAB from time to time;

“Multiplier” means a feature that will allow a person making bets on certain events to multiply the return of one bet per day between 1.02 and 5 times the existing odds.

“on-course totalizator” means an on-course totalizator conducted by a New South Wales racing club in accordance with section 15 of the Act in respect of betting on an event or contingency scheduled to be held at a race meeting on any racecourse whether in or outside Australia and includes a domestic totalizator;

“operator serviced terminal” means a totalizator selling device in a TAB outlet where the terminal is operated by a TAB operator on behalf of the person making the bet but excludes any selling device operating in self service mode;

“parlay bet” means a bet in respect of which any resultant dividend or refund shall be reinvested in a subsequent totalizator or totalizators at the same meeting in accordance with the investor’s instructions given at the time of investment;

“parlay betting record” means a parlay betting record established under clause 16;

“parlay re-investment” means the amount of dividend or refund (if any) reinvested on the second or any subsequent totalizator within a parlay bet;

“participating jurisdiction” as declared by the Minister for Gaming and Racing to be a participating jurisdiction under section 71 of the Totalizator Act 1997;

“personal information” has the same meaning as in Section 6 of the Privacy Act 1988 (C’t);

“pool guarantee” means an amount to which TAB agrees to underwrite a dividend pool; at selected times at the sole discretion of TAB in accordance with clause 4.5.

“pool guarantee shortfall” means an amount (if any) TAB must contribute to a dividend pool to satisfy the difference between the dividend pool and the pool guarantee, in accordance with clause 4.5.

“quaddie” means 4 races at the same race meeting that are declared to be a quaddie by an order under clause 11.1, and may also be referred to as quadrella.

“quaddie totalizator” means a totalizator for persons to bet on a quaddie with a view to successfully predicting the contestants that will be placed first in the 4 races of the quaddie.

“quinella race” means a race on which a quinella totalizator is conducted;

“quinella totalizator” means a totalizator for persons to bet on a race with a view to successfully predicting, regardless of order, the contestants that will place first and second in the race;

“racing club” has the same meaning as in the Act;

“rules” means the rules for the conduct of totalizators as set out in this document and the appendices and as amended from time to time;

“rules of racing” means the rules of racing and rules of betting of the racing industry controlling bodies, as the case requires;

“seeded jackpots” means additional funds in certain jackpot pools, at selected times at the sole discretion of TAB in accordance with clause 4.6;

“self service terminal” means a totalizator selling device operated by the person making the bet at a TAB outlet without the assistance of a TAB operator;

“starter” means a contestant who has started or been given the opportunity to start in a horse or greyhound race;

“stewards” means in relation to a race meeting:

- (a) the stewards appointed by:
 - (i) the racing club holding the race meeting; or
 - (ii) the district racing association; or
 - (iii) the Racing New South Wales; or
 - (iv) Harness Racing New South Wales; or
 - (v) Greyhound Racing New South Wales; or
- (b) the committee of the racing club holding the race meeting; or
- (c) in the case of a greyhound race meeting such member, officer or employee of the Greyhound Racing New South Wales as is

authorised by that statutory authority to act in the place of a steward at the race meeting;

“succeeding BIG6” means, in relation to a BIG6 (“initial BIG6”) the next BIG6 at a meeting selected by TAB and within the same code or, in the case of a cross code BIG6, to the code that corresponds to the first race of the BIG6’.

“succeeding double” means, in relation to a double (“initial double”):

- (a) the next double of the same double type (if any) conducted on the same day and at the same race meeting as the initial double; or if there is none,
- (b) the next double of the same double type at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“succeeding duet race” means, in relation to a duet race (“initial duet race”):

- (a) the next duet race (if any) conducted on the same day and at the same race meeting as the initial duet race; or if there is none,
- (b) the next duet race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“succeeding exacta race” means, in relation to an exacta race (“initial exacta race”):

- (a) the next exacta race (if any) conducted on the same day and at the same race meeting as the initial exacta race; or if there is none,
- (b) the next exacta race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“succeeding first 4 race” means, in relation to a first 4 race (“initial first 4 race”):

- (a) the next first 4 race (if any) conducted on the same day and at the same race meeting as the initial first 4 race; or if there is none,
- (b) the next first 4 race at a meeting selected by the TAB and across any state or territory and within the same code;

“succeeding quaddie” means, in relation to a quaddie (“initial quaddie”) the next quaddie at a meeting selected by the TAB and across any state or territory and within the same code.

“succeeding quinella race” means, in relation to a quinella race (“initial quinella race”):

- (a) the next quinella race (if any) conducted on the same day and at the same race meeting as the initial quinella race; or if there is none,

- (b) the next quinella race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“succeeding trifecta race” means, in relation to a trifecta race (“initial trifecta race”):

- (a) the next trifecta race (if any) conducted on the same day and at the same race meeting as the initial trifecta race; or if there is none,
- (b) the next trifecta race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“succeeding trio race” means, in relation to a trio race (“initial trio race”):

- (a) the next trio race (if any) conducted on the same day and at the same race meeting as the initial trio race; or if there is none,
- (b) the next trio race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“supplementary dividend” means subject to clause 13.3.2, that dividend of the BIG6 relative to a combination containing winning selections in the first 5 scheduled events of a BIG6 and a losing selection in the remaining event of the BIG6 and excludes any investments entitled to a major dividend;

“TAB” means TAB Limited constituted by the Totalizator Agency Board Privatisation Act 1997;

“TAB outlet” means an office, branch or agency of TAB at which bets in connection with a totalizator are received from the public. Where the context permits, an agency of TAB includes a New South Wales racecourse where bets in connection with an on-course totalizator are received by the racing club as agent for TAB pursuant to section 17(3) of the Act (as the racing club and TAB are conducting a totalizator in respect of the same event or contingency);

“telephone bet” means a bet where the details of the bet are instructed by telephone to an operator at an approved TAB outlet;

“the Act” means the Totalizator Act 1997;

“trifecta race” means a race on which a trifecta totalizator is conducted;

“trifecta totalizator” means a totalizator for persons to bet on a trifecta race with a view to successfully predicting, in the correct order, the contestants that will place first, second and third in the race;

“trio race” means a race on which a trio totalizator is conducted;

“trio totalizator” means a totalizator for persons to bet on a trio race with a view to successfully predicting, regardless of order, the contestants that will place first, second and third in the race;

“**unit of investment**” means the minimum amount that can be invested on a particular totalizator as set out in clause 2.4;

“**USA racing event**” - see clause 17.1.1;

“**walkover**” means a race comprising only one starter which is subsequently declared the first placed finisher in the race;

“**win and place totalizator**” means totalizators for persons to bet on a race with a view to successfully predicting:

- (a) the contestant that will place first in the race; or
- (b) a contestant that will place first, second or third in a 3 dividend race; or
- (c) a contestant that will place first or second in a 2 dividend race.

1.6 Interpretation

In these rules unless the contrary intention appears:

- 1.6.1 a reference to these rules includes any variation or replacement of them;
- 1.6.2 a reference to a statute or other law includes regulations and other instruments under it and any consolidations, amendments, reenactments or replacements of it;
- 1.6.3 the singular includes the plural number and vice versa;
- 1.6.4 a reference to a gender includes a reference to each gender;
- 1.6.5 the word “person” includes a firm, corporation, body corporate, unincorporated association or a governmental authority;
- 1.6.6 a reference to a person includes a reference to the person’s legal personal representatives, successors, liquidators, trustees in bankruptcy and the like, and permitted assigns;
- 1.6.7 “includes” means includes but without limitation;
- 1.6.8 where a word or phrase is given a defined meaning in these rules, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
- 1.6.9 a reference to an act includes an omission and a reference to doing an act includes executing a document; and
- 1.6.10 a heading is for reference only. It does not affect the meaning or interpretation of these rules.

2. INVESTMENTS

2.1 How to make a bet

A person may make a bet with TAB, or with a racing club conducting an on-course totalizator, in one of the following ways:

- 2.1.1 by using a provided entry form to supply to TAB, or the racing club, with details of the bet the person wishes to make; or
- 2.1.2 by asking TAB, or the racing club, to enter details of the bet into the TAB or racing club computer system; or
- 2.1.3 by a telephone bet; or
- 2.1.4 by a device bet; or
- 2.1.5 by using any other method approved by TAB.

2.2 Acceptance and payment for bets

A bet will be accepted by TAB, or by a racing club conducting an on-course totalizator, if the bet is made in accordance with these rules and payment is made in one of the following ways:

- 2.2.1 by the deposit of the amount of the bet in cash (including by electronic transfer) or by use of a betting voucher; or
- 2.2.2 by debit against funds held in the betting account of the person making the bet; or
- 2.2.3 by any other method approved by TAB.

2.3 Bets accepted after start of race or declared betting event

If for any reason including a system malfunction or human error, betting is not closed at the actual start of a race or declared betting event, any bet sold or accepted after the actual start of a race or declared betting event shall be void and the investor will only be entitled to a refund of the bet amount.

2.4 Amount of bets and minimum bet

Except in the case of flexi bets:

- 2.4.1 the minimum amount that may be invested on a totalizator in a bet is the relevant single unit of investment as set out for that totalizator type in the table in clause 2.4.2 or such other amount as TAB may determine from time to time; and
- 2.4.2 any greater amounts invested on a totalizator must be a multiple of the relevant single unit of investment for that totalizator type:

Totalizator type	Unit of investment	Investment multiples
Racing	\$0.50	\$0.50
FootyTAB - AFL		
Double	\$0.50	\$0.50
Xtra Double	\$0.50	\$0.50
Half/Full Double	\$0.50	\$0.50
Half/Full Xtra Double	\$0.50	\$0.50
Quad	\$0.50	\$0.50
Quarter Quad	\$0.50	\$0.50
Win	\$0.50	\$1.00
Pick the Margins	\$0.50	\$1 .00
Pick the Score	\$0.50	\$1 .00
Pick the Winners	\$0.50	\$1 .00
Tip7	\$0.50	\$5.00
-Tip8	\$0.50	\$5.00
Declared Betting Events other than FootyTab - AFL	\$0.50	\$1 .00

2.5 Flexi bets

2.5.1 In the case of a flexi bet, the minimum amount that may be invested on a totalizator in a single bet is the greater of:

- (a) 1 cent for each combination covered by the bet; or
- (b) \$5.00 or such other amount as TAB may determine from time to time.

2.5.2 Flexi bets are available on a quinella totalizator, exacta totalizator, duet totalizator, doubles totalizator, trio totalizator, trifecta totalizator, first 4 totalizator, quaddie totalizator, BIG6 totalizator, FootyTAB Pick the Margins totalizator or any other totalizator as otherwise determined by TAB or the racing club conducting a domestic totalizator.

2.5.3 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 (ie. rounded down to four decimal places)).

- 2.5.4 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 totalizator upon which the flexi bet is made.

2.6 Cash bets

2.6.1 Method of making cash bets

- (a) A person who makes a cash bet must give details in the form as TAB (or the racing club conducting a domestic totalizator) may determine from time to time. This detail may include:
- (i) the race meeting at which the race or races to which the bet relates will take place;
 - (ii) the number or numbers of the race or races to which the bet relates;
 - (iii) the contestant number or contestant numbers to which the bet relates;
 - (iv) the declared betting event to which the bet relates and the winning teams or final score;
 - (v) the amount of the bet;
 - (vi) the type of the bet; and
 - (vii) any additional information in relation to the bet as may be required by an operator whose function it is to accept the bet at the TAB outlet or at the racecourse on behalf of the racing club, so as to identify the particular bet being made.
- (b) If in the opinion of the manager of the TAB outlet the person making the cash bet speaks in an insulting, indecent or threatening manner, or conveys any false or misleading information or incomplete or unclear instructions, or the person is intoxicated, or indecent, violent or quarrelsome in their conduct as determined by the manager, the manager may direct:
- (i) that a cash bet not be accepted;
 - (ii) that a cash bet (if accepted) be cancelled and the amount of the bet be refunded; and/or
 - (iii) that the person be removed from the TAB outlet for the period determined by the manager (not extending beyond one day).

2.6.2 Betting tickets to be issued for cash bets

- (a) If a person makes a cash bet, then the TAB outlet or the racing club conducting the domestic totalizator (as the case may be) must, while the person is at the place where the bet is made in connection with the totalizator, issue a ticket to the person who made the cash bet (“betting ticket”).
- (b) The betting ticket will show complete details of the bet in the form TAB, or the racing club, may determine from time to time.
- (c) The betting ticket acknowledges receipt by TAB, or the racing club, of the bet in relation to which the betting ticket is issued.
- (d) The betting ticket may be cancelled if the amount of the bet is not paid for immediately after the betting ticket is issued.

2.6.3 Records of cash bets

- (a) Notwithstanding any other provision of these rules (including the issue of a betting ticket), a cash bet is not taken to have been accepted at a TAB outlet, or the racing club conducting the domestic totalizator, unless a record of the bet has been entered into TAB’s system in the manner as TAB may determine from time to time.
- (b) TAB is not liable to any person for any losses, damages, expenses or claims suffered or incurred by, or as a result of:
 - (i) any delay, failure, malfunction or breakdown in any part of the TAB system (whether mechanical or human) which prevented a cash bet from being made by entry onto the TAB system; or
 - (ii) a malfunction with a betting ticket printer where the cash bet was made and recorded into TAB’s system and the betting ticket was not printed or was printed incorrectly.

2.6.4 Details on betting tickets

- (a) Subject to clause 2.6.5, the details recorded on a betting ticket issued by TAB, or the racing club conducting an on-course totalizator, are taken to be the details of the bet for which the betting ticket is issued, even if those details differ in any respect from the details given by the person making the bet.
- (b) It is the responsibility of the person making the bet to make sure details on the betting ticket are in accordance with the bet details requested by the person.

2.6.5 Cancellation for errors on betting tickets

- (a) A person who is issued with a betting ticket that the person claims is incorrect because it does not correctly reflect the details given by the person when the bet was made is only entitled:
- (i) to have the ticket cancelled and a new ticket reissued at the TAB outlet or racing club conducting the domestic totalizator of issue, in accordance with the details given; or
 - (ii) to have the ticket cancelled and the amount of the bet refunded by the TAB outlet or the racing club conducting the domestic totalizator of issue; where:
 - (iii) the operator at the TAB outlet or racing club conducting the domestic totalizator who issued the ticket is satisfied that it is incorrect on the grounds so claimed; and
 - (iv) the person surrenders the ticket to the operator; and
 - (v) the claim to have the ticket cancelled and reissued or cancelled and the bet refunded is made within the time periods set out in clause 2.6.5(b); and
 - (vi) the bet was sold through an operator serviced terminal.
- (b) The claim to the entitlement under clause 2.6.5 may only be exercised by the person making the bet:
- (i) at any time up until the actual start of the previous race on the meeting to which the bet relates; or
 - (ii) if the bet relates to the first race of a meeting, at any time up until 30 minutes prior to the advertised start of the race; or
 - (iii) when only selected events on a race meeting are covered, at any time up until 30 minutes prior to the advertised start of the race; or
 - (iv) when the previous race is abandoned, at any time up until the advertised start time of the previous race; or
 - (v) when a race is run out of order, at any time up until 30 minutes prior to the advertised start of the race; or
 - (vi) if a doubles bet, at any time up until the start of the race prior to the first leg of the double or if the

double involves the first race of the meeting covered by TAB, at any time up until 30 minutes prior to the advertised start of the race; or

- (vii) if a quaddie bet, at any time up until the start of the race prior to the first race of the quaddie or if the quaddie involves the first race of the meeting covered by TAB, at any time up until 30 minutes prior to the advertised start of the race; or
 - (viii) if a BIG6 bet, at any time up until the start of the race prior to the first race of the BIG6 or if the BIG6 involves the first race of the meeting covered by TAB, at any time up until 30 minutes prior to the advertised start of the race; or
 - (ix) for a bet sold on a declared betting event, at any time up until 30 minutes prior to the advertised close of betting on the totalizator; or
 - (x) if the bet was sold after the time periods in paragraphs (i) to (ix) at any time within 2 minutes after the betting ticket is issued and before the close of betting for the race or declared betting event or after that time at any time during a period of grace for cancelling a bad sale as determined by the TAB from time to time. During high volume betting periods such as racing carnivals, TAB, with the approval of the regulator, may extend the 2 minute cancellation period specified above to allow cancellations for a longer period after the betting ticket is issued; or
 - (xi) at any other lesser time determined by TAB.
- (c) A betting ticket that is reissued under this clause 2.6.5 is taken, for the purposes of clause 2.6.4, to be the betting ticket for the bet for which the original betting ticket was issued.

2.7 Telephone bets

2.7.1 Method of making telephone bets

- (a) A telephone bet may only be made to a telephone number at a TAB outlet (which has been approved by TAB for the purpose of receiving telephone bets) in which the person making the bet clearly states:
 - (i) the number of the betting account against which the bet is to be debited and (if required by the TAB operator accepting the bet) the PIN allocated to that account; and

- (ii) the details specified in clause 2.6.1 in respect of the bet.
- (b) If in the opinion of the manager of the TAB outlet the person making the telephone bet speaks in an insulting, indecent or threatening manner, or conveys any false or misleading information or incomplete or unclear instructions, as determined by the manager, the manager may direct:
 - (i) that a telephone bet not be accepted; or
 - (ii) that a telephone bet (if accepted) be cancelled and the amount of the bet be refunded; or
 - (iii) that a person's betting account be closed and any money standing to the credit of the account be refunded to the person.

2.7.2 Records of telephone bets

- (a) An operator at a TAB outlet who proposes to accept a telephone bet:
 - (i) must make a record by entry of the bet onto TAB's system, in the manner as TAB may determine from time to time, of the details as are necessary to identify the person making the bet and to describe the particular bet made; and
 - (ii) must repeat the details of the bet to the person to enable the person to correct any errors in the details. If the person does not make any corrections or the person indicates that he or she does not wish to have them repeated, the person is taken to have confirmed as correct the bet details in the record of TAB.
- (b) A telephone bet is taken not to have been accepted at a TAB outlet unless a record of the bet has been made in accordance with this clause.
- (c) The details of a telephone bet recorded in accordance with this clause are taken to be the details of the bet, even if those details differ in any respect from the details given by the person making the bet.
- (d) A record of each telephone bet made to a TAB outlet must be sent to TAB.
- (e) In addition to the other requirements of this clause, the manager of a TAB outlet must ensure that all telephone bets are tape recorded and the tape recording sent to TAB.

- (f) TAB must retain the tape recording for a period of at least 28 days from the date of the race or declared betting event to which the bet relates or, if a claim with respect to the bet is made during that period, until the claim is finally determined.

2.7.3 Cancellation of telephone bets

If, before the close of betting and during the course of the same telephone call and before the making of any further bets, the person claims that the details of the telephone bet are not as specified by the person, the operator of the TAB outlet accepting the bet:

- (a) must correct the record of the bet on TAB's system in accordance with the claim; or
- (b) if it is not practicable for that to be done before the close of betting, must reject and cancel the bet and refund the amount of the bet to the betting account.

2.7.4 Telephone system delays and failures

TAB is not liable to any person for any losses, damages, expenses or claims suffered or incurred by, or as a result of any delay, failure, malfunction or breakdown in any part of the telephone system (whether mechanical or human) which enables a telephone bet to be made.

2.8 Device bets

2.8.1 Method of making device bets

- (a) A device bet may only be made to a TAB outlet (approved by TAB for the purpose of receiving device bets) in which the person making the bet clearly gives an instruction to TAB's system of:
 - (i) the number of the betting account against which the bet is to be debited and the PIN and/or password allocated to that account; and
 - (ii) the details specified in clause 2.6.1 in respect of the bet.
- (b) If in the opinion of the manager of a TAB outlet that the person's instructions are incomplete or unclear, the manager may direct:
 - (i) the device bet not be accepted; or
 - (ii) that a device bet (if accepted) be cancelled and the amount of the bet refunded.
- (c) If a person has been refused access to the means of making a device bet to TAB fixed odds betting, then TAB may refuse

to accept a device bet from that person for a totalizator under these rules.

- (d) A device bet may be accepted at a TAB outlet even if any other bet to which the communication relates is not accepted.

2.8.2 Records of device bets

- (a) The TAB outlet that proposes to accept a device bet must make a record by entry of the bet onto TAB's system, in the manner as TAB may determine from time to time, of the details as are necessary to identify the person making the bet and to describe the particular bet made.
- (b) A device bet is taken not to have been accepted at a TAB outlet unless a record of the bet has been made in accordance with this clause.
- (c) The details of a device bet recorded in accordance with this clause are taken to be the details of the bet, even if those details differ in any respect from the details given by the person making the bet.
- (d) A record of each device bet made to a TAB outlet must be sent to TAB.

2.8.3 Cancellation of device bets

A device bet may not be cancelled after acceptance of the bet by the TAB outlet.

2.8.4 Telephone and computer system delays and failures

TAB is not liable to any person for any losses, damages, expenses or claims suffered or incurred by, or as a result of any delay, failure, malfunction or breakdown in any part of the telephone or computer system (whether mechanical or human) which enables a device bet to be made.

2.9 Betting accounts

2.9.1 Bets against funds in betting accounts

A person may only make a telephone or device bet against funds in a betting account, established by the person making the bet. The bet will not be accepted if the amount of the bet is greater than the amount of the cleared funds in the account.

2.9.2 Establishment of betting account

- (a) A person may apply to TAB, or a racing club conducting an on-course totalizator, for the establishment of an account ("a betting account").

- (b) An application:
 - (i) must specify the information, and be completed in the form and manner, as TAB, or racing club, may require; and
 - (ii) may be accompanied by:
 - A: a minimum deposit as determined by TAB from time to time which is to be credited to the account; or
 - B: by a guarantee for not less than the approved minimum amount from a financial institution or other security acceptable to TAB, or the racing club, and which security is in accordance with arrangements approved by the Minister under the Act.
- (c) If required by TAB, any deposit to a betting account made by way of cheque or otherwise will not be credited to the account until TAB, or the racing club, is satisfied that the deposit is cleared funds.
- (d) A person who establishes a betting account will be notified by TAB, or the racing club of the betting account number.
- (e) TAB, or the racing club, who receives a deposit for payment into a betting account must issue a receipt for the deposit to the person who made the deposit.

2.9.3 Instructions in relation to betting accounts

- (a) A person who has established a betting account may give instructions in the manner as TAB, or the racing club, may approve (including by telephone or by a device), relating to the application or disposal of any amount standing to the credit of the account.
- (b) TAB, or the racing club, must comply with any reasonable instruction given to it by a person under this clause.

2.9.4 Payment of TAB betting account guarantees

- (a) Subject to any other arrangements that may be agreed between TAB and the person establishing the betting account in relation to the enforcement of any security, if TAB sends a statement relating to a betting account to the last known address of the person who has lodged a guarantee from a financial institution with TAB in respect of the account, the person must within 14 days of the date of the statement pay to TAB any money due to TAB by the person from the operation of the account.

- (b) TAB may take action in terms of recovery under the guarantee from the financial institution as is necessary to recover any money that remains due after the expiration of the 14 day period.

2.9.5 Non-operation of TAB betting accounts and account fees

- (a) TAB may close any betting account that is not transacted on for a period exceeding 3 months and, in that event, may transfer any amount standing to the credit of the account to a dormant account operated by TAB. In this case TAB will notify the holder of the account at the last address known to TAB that the account has been closed.
- (b) TAB may reopen a betting account that has been closed under this clause and re-credit to the account any amount credited to a dormant account as a result of the closure of the account.
- (c) TAB may impose and debit any betting account with the following fees:
 - (i) dormant account keeping fee;
 - (ii) a claim investigation fee;
 - (iii) an account administration fee for deposits to betting accounts;
 - (iv) a service fee for deposits to betting accounts made through persons other than TAB outlets. The fees will be as determined by TAB from time to time. TAB may waive any or all of the fees on a basis as it determines from time to time.

2.9.6 Credits to TAB betting accounts

If an amount has been incorrectly credited to a betting account or an incorrect amount has been credited to the account, TAB:

- (a) may adjust the account to the extent necessary to rectify the incorrect credit; and
- (b) if, as a result of such adjustment, the account is in debit, may recover from the holder of the account as a debt due, the amount of the deficiency in the account.

2.10 Betting vouchers

2.10.1 TAB, or a racing club conducting an on-course totalizator, may issue betting vouchers and may authorise any other person to issue betting vouchers.

2.10.2 A betting voucher:

- (a) will be in the form as TAB, or the racing club, determines including:
 - (i) a gift certificate;
 - (ii) a stored value card or coupon for use in a self service terminal;
 - (iii) an on-course key ticket; or
 - (iv) any other similar or like instrument to any of the above; and
- (b) is valid for the period as is specified on the betting voucher provided that if no date is specified the voucher is valid for 12 months from the date of issue. Any unused value of a betting voucher after the expiry date for its validity will be retained by TAB and treated as unclaimed dividends; and
- (c) is to be regarded as cash equal to the value of the amount represented by the voucher.

2.10.3 Betting vouchers may be accepted at any TAB outlet:

- (a) for the making of cash bets; or
- (b) for the making of deposits to a betting account maintained with TAB; or
- (c) redeemed for cash up to the available amount.

2.11 Certificate as to records

2.11.1 TAB may issue a certificate in relation to a bet stating that the details of the bet as contained in a record kept or held by TAB are as specified in the certificate.

2.11.2 In any proceedings or dispute, a certificate under this clause is evidence as to the matters stated in the certificate.

2.12 Removal of certain persons from TAB outlets

The manager of a TAB outlet may direct a person to leave the TAB outlet if the manager is of the opinion that the person is creating a public annoyance. A direction has effect for the time (not extending beyond the day on which it is given) as the manager may specify in the direction.

2.13 Betting by minors

A person under the age of 18 years must not bet on a totalizator.

3. RESULTS, DIVIDENDS AND REFUNDS

3.1 Result of race or declared betting event

- 3.1.1 A reference to the contestant or finisher placed first, second, third, fourth, fifth or sixth in a race is a reference to the horse or greyhound declared by the stewards to be the first, second, third, fourth, fifth or sixth finisher in the race;
- 3.1.2 A reference to the winning team or final score for the relevant footyTAB totalizators is as set out in clause18.2.

3.2 Payment of dividends

- 3.2.1 (a) A dividend or refund payable in respect of a bet will be available for collection or credited to the appropriate betting account as soon as is practicable after the race or declared betting event on which the bet was made.
- (b) Immediately after the declaration of dividends, notice of the amounts will be exhibited in a place appointed for that purpose by TAB.
- 3.2.2 Where a totalizator is conducted by TAB, no dividend will be declared and paid except by order of TAB, in accordance with the decision of TAB as to the result of the race or event, and when TAB has ordered a dividend to be declared and paid on the race or event no investor on any other result on that race or event will be entitled to receive a dividend on that race or event.
- 3.2.3 TAB, or a racing club conducting a domestic totalizator (as the case may be), must not declare or pay a dividend on:
- (a) a race or a combination of races except following a declaration of correct weight by the stewards; or
- (b) a declared betting event except following the announcement of official or podium positions at the conclusion of the event by the relevant controlling body or committee under whose authority the event or contest is conducted.
- 3.2.4 TAB is not liable to any person for any losses, damages, expenses or claims suffered or incurred by or as a result of any error in the declaration of correct weight by the stewards or the advice to TAB of the contestant numbers of the finishers in the race.

3.3 Protests, objections and recontested events

- 3.3.1 If a protest is lodged in accordance with the rules of racing before the declaration of correct weight in a race, a dividend for that race must not be declared or paid until the protest has been decided by the stewards. Before making a decision on a protest, the stewards (subject to the declaration of correct weight) may

declare placings not affected by the protest. TAB, or a racing club conducting a domestic totalizator, may at its discretion make payment of dividends on the placings unaffected by the protest.

- 3.3.2 (a) If an objection or protest is lodged in accordance with the declared event rules governing the declared betting event, TAB will declare the result based on the official or podium positions of the event as per the adjudication of the relevant controlling body or committee. Subsequent disqualification, promotion of contestants, or any other change is irrelevant for the purpose of determining the result of a bet on a declared betting event.
- (b) Should any declared betting event be recontested or replayed for any reason whatsoever, the replay will be treated as a separate event and will have no effect on the result of the original contest. TAB may, at its discretion treat the replay as a future contest.

3.4 Calculation of dividends

3.4.1 A dividend is calculated by TAB, or a racing club conducting a domestic totalizator, on a single unit of investment for the relevant totalizator (excluding Merged Pools). The dividend is calculated:

- (a) by dividing the relevant totalizator dividend pool (or part thereof where the pool is divided) by the number of units of investment on the successful winning contestant or combination. (For those totalizators where flexi bets are available, any amounts bet which are less than a single unit of investment are to be included in the calculation of the dividend payable on a single unit of investment by the division of the relevant totalizator dividend pool.)
- (b) having regard to any determinations made by TAB in respect of:
- (i) the Commission deductions before distribution of the balance of the relevant pool as dividends to investors who select the winning contestant or combination; and
 - (ii) fractions and the rounding of any calculated amount of the dividend payable; and
 - (iii) the minimum dividend provisions.

3.4.2 A dividend is calculated by TAB, on a single unit of investment for the relevant merged pool. The dividend is calculated:

- (a) by dividing the relevant merged dividend pool (or part thereof where the pool is divided) by the number of merged units of investment on the successful winning contestant or combination;

- (b) by dividing the merged dividend pool between the totalizators included in the merged pool based on the number of units of investment on the successful winning combinations for each totalizator within the merged pool. (For those totalizators where flexi bets are available, any amounts bet which are less than a single unit of investment are to be included in the calculation of the dividend payable on a single unit of investment by the division of the relevant merged pool.)
- (c) having regard to any determinations made by TAB in respect of:
 - (i) the Commission deductions for each totalizator included in the merged pool before distribution of the balance of the relevant pool as dividends to investors who select the winning contestant or combination; and
 - (ii) fractions and the rounding of any calculated amount of the dividend payable; and
 - (iii) the minimum dividend provisions.

3.4.3 The dividend payable by TAB, or the racing club, in respect of a bet will bear the same proportion to the dividend declared in respect of a single unit of investment as the amount of the bet bears to a single unit of investment.

3.4.4 Subject to the clauses regarding where the winning combination is not backed to the equivalent of a unit of investment in clause 6 (quinella totalizator), 7 (exacta totalizator), 8 (trifecta totalizator), 9 (first 4 totalizator), 10 (doubles totalizator), 11 (quaddie totalizator), 12 (duet totalizator), 13 (BIG6 totalizator), 14 (trio totalizator) and 18 (FootyTab) the dividend calculated on a flexi bet will be the same proportion of the dividend declared for a unit of investment as the amount invested in the flexi bet on the relevant combination (as determined in accordance with clause 2.4.1 (Flexi bets)) bears to the single unit of investment.

3.5 Dividends and refunds to be paid on presentation of tickets

3.5.1 Where a betting ticket is issued for a cash bet under clause 2.6.2 (betting tickets to be issued for cash bets) a dividend or refund must not be paid except on presentation of a ticket unless otherwise approved by TAB, or the racing club conducting the domestic totalizator.

3.5.2 TAB, or a racing club, is not required to entertain a claim in respect of the short payment of a dividend or refund after the investor has left the payout window at the place where the dividend or refund was paid.

3.5.3 A ticket held in respect of a race or declared betting event that has been postponed to another date is invalid except only for the purpose of claiming a refund or as provided for in these rules.

3.5.4 A person may claim a dividend or refund for up to 12 months after the race or declared betting event on which the bet was made.

3.6 Payment of dividends, refunds and betting account balances

3.6.1 An amount to which a person is entitled:

- (a) as a dividend or refund for a cash bet made at a TAB outlet or made on a racecourse with a racing club conducting a domestic totalizator; or
- (b) as the credit balance of a betting account established by the person with TAB, or the racing club conducting an on-course totalizator, for the purpose of making telephone or device bets at a TAB outlet, must, on application made by the person, be paid to the person in cash or by cheque.

3.6.2 The amount may be paid at a TAB outlet or at any other place as may be designated by TAB (or the racing club conducting a domestic totalizator) for that purpose, and may be paid at the times as TAB, or the racing club, may approve for the purpose.

3.6.3 A dividend or refund to which a person is entitled in respect of a telephone or device bet that has been debited against a betting account must be paid to the person:

- (a) in accordance with any reasonable written instructions received from the person; or
- (b) in the absence of any instructions, by payment into the person's betting account.

3.6.4 If TAB is in doubt as to the identity of the person to whom an amount is due (whether as a dividend, refund or balance of a betting account):

- (a) TAB may, in the case of presentation of a ticket for a cash bet, investigate whether the person whom presents the ticket either placed the bet or is acting with the authority of the person who placed the bet and TAB may require a statutory declaration in the form and containing the information it may require; and
- (b) TAB may retain the amount and pay it to any person who establishes to TAB's satisfaction that he or she is the person to whom the amount is due; and
- (c) TAB is relieved from all further liability in respect of an amount paid by it to a person under this clause 3.6.4.

- 3.6.5 If a dividend or a refund to which a person is entitled is for an amount of less than 5 cents:
- (a) where the person has established a betting account with TAB, the dividend or refund will be paid by TAB depositing the amount of that dividend or refund into the person's betting account; and
 - (b) where the person does not have a betting account with TAB:
 - (i) if the aggregate of all dividends or refunds to which the person is entitled on all betting tickets which that person presents for payment at the same time is 3 cents or more (**"aggregate amount"**) the aggregate amount will be rounded up or down to the nearest 5 cents as determined by TAB and paid to the person in accordance with this clause 3.6.5; and
 - (ii) otherwise, the dividend or refund will be rounded down to zero.

3.7 Claims concerning dividends or refunds

- 3.7.1 Within 14 days after a person becomes entitled to a dividend or refund for a bet or within such further time as TAB may allow, the person may lodge a written claim with TAB, or the racing club conducting a domestic totalizator as applicable, to the effect that the amount of the entitlement as calculated by TAB, or the racing club, is less than the actual amount to which the person is entitled.
- 3.7.2 After investigating the claim, TAB, or the racing club as applicable:
- (a) must notify the claimant of its decision; and
 - (b) may pay such dividend or refund to the claimant as to TAB, or the racing club, appears just and reasonable; and
 - (c) if the dividend that was calculated and declared did not include the claimant's investment, and that dividend exceeds, by more than \$1000.00, the dividend that would have been declared had the dividend be recalculated to include the claimant's investment, then the dividend that applies for the purpose of the claim will be the recalculated dividend that includes the claimant's investment; and
 - (d) such amounts that are paid to the claimant shall exclude any refund or credit given to the claimant in respect of the claimant's Investment under any other provision of these Rules.

3.8 Claims concerning records of telephone bets

3.8.1 Within 14 days after making a telephone bet or within any further time as TAB may allow, a person may lodge a written claim with TAB to the effect:

- (a) that the details of the bet given by the person when making the bet were incorrectly recorded on entry into TAB's system; and
- (b) that the person has suffered loss as a result of the error.

3.8.2 If, after investigating the claim, TAB is satisfied:

- (a) that the claim is justified; and
- (b) that the error complained of was due to the negligence or wilful default of any officer, employee or agent of TAB; TAB will make any appropriate alteration to the record and will pay such dividend or refund to the claimant as to TAB appears just and reasonable.

3.8.3 Any election by the claimant not to have the details of a telephone bet repeated, as referred to in clause 2.7.2, will be taken into account in TAB's investigation of the claim.

3.9 Lost, destroyed, mutilated and stolen ticket claims

3.9.1 Claims for dividends or refunds in respect of lost, destroyed, mutilated or stolen betting tickets must be lodged within 14 days of the respective race meeting or declared betting event unless the claimant can provide a reason to the satisfaction of TAB for the delay in lodging the claim. Claims may be lodged at any TAB outlet. Where a claim is made:

- (a) TAB may charge the claimant a claim investigation fee, as determined by TAB from time to time, to investigate the claim; and
- (b) a statutory declaration from the claimant in the form and containing the information as TAB requires must accompany the claim; and
- (c) the claim will not be investigated prior to the occurrence of the respective race or declared betting event and the ticket becoming dividend or refund bearing unless:
 - (i) the ticket investment value exceeds \$100.00; or
 - (ii) in the case of a claim for a stolen ticket, the claimant has reported the theft to the police; and

- (d) the claimant will receive written acknowledgment of receipt of their claim within 21 days of the claim being received by TAB; and
- (e) TAB may stop payment on the ticket pending the outcome of its investigation.

3.9.2 Following investigation by TAB of the claim for the lost, destroyed, mutilated or stolen betting ticket, if TAB is satisfied that the claimant is entitled to payment of a dividend or refund on the betting ticket then:

- (a) approved claims will be settled by:
 - (i) voucher payable at any TAB cash sales outlet, except for amounts greater than \$500 (Five Hundred Dollars);
 - (ii) cheque in favour of the claimant; or
 - (iii) deposit to the claimant's nominated betting account; and
- (b) TAB will immediately record the cancellation of the ticket.

3.10 Information to accompany claims

A claim by a person under this clause 3 need not be investigated unless the claimant gives to TAB, or racing club conducting a domestic totalizator (as the case may be), the information, tickets and other documents as are in the claimant's possession, as may be necessary to facilitate investigation of the claim.

3.11 Review of decisions on a claim

- 3.11.1 A person who is dissatisfied with the TAB's or racing club's decision on a claim under this clause may request TAB, or racing club, as applicable to review its decision.
- 3.11.2 TAB or racing club will deal with a request for review in the same way as if it were a claim, except that 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.
- 3.11.3 This clause does not authorise more than one request for review to be made in relation to any one claim.

4. RACING EVENT TOTALIZATORS - GENERAL RULES

4.1 Commission deduction

Money invested on a totalizator conducted by TAB, or a racing club, on one or more racing events will be subject to a Commission deduction.

4.2 Refunds

4.2.1 Termination of totalizator pool

If any totalizator for a race event is terminated under these rules, the whole amount invested on the race must be refunded to the investors. For merged pools, if one or more totalizators included in the merged pool is terminated, the investment pool for that totalisator must be refunded to the investors and excluded from the merged pool. If only one totalizator remains in the merged pool, dividends will be calculated according to the rules for that totalizator.

4.2.2 Non-starters

- (a) If:
- (i) a contestant on which money has been invested does not become a starter in a race (including a re-run race); or
 - (ii) a combination of contestants on which money has been invested includes a contestant that does not become a starter in a race (including a re-run race); the money invested on the contestant or the combination (as the case may be) must be refunded to the investors.
- (b) Subclause (a) applies unless:
- (i) the money is invested on a doubles totalizator and the relevant ticket is not presented in accordance with clause 10.3.4(a)(i) so that clause 10.3.4(a)(ii) applies; or
 - (ii) the money is invested on a quaddie totalizator and the relevant ticket is not presented in accordance with clause 11.3.4(a)(i) so that clause 11.3.4(a)(ii) applies;
 - (iii) the money is invested on a parlay bet and clause 16 applies; or
 - (iv) The money is invested on a BIG6 totalizator and the relevant ticket is not presented in accordance with clause 13.3.4(a)(i) so that clause 13.3.4(a)(ii) applies.

4.2.3 Abandonment, postpone, walkovers etc

- (a) If a race is:
 - (i) abandoned; or
 - (ii) postponed until another day; or
 - (iii) declared a no-race; or
 - (iv) a walkover, the whole amount invested on the race must be refunded to the investors.

- (b) The amount invested referred to in Rule 4.2.3(a)(iv):
 - (i) shall not in respect of quinella include any amount in the quinella jackpot pool for that quinella totalizator, which shall be carried forward and paid into the quinella jackpot pool for the quinella totalizator conducted on the succeeding quinella race;
 - (ii) shall not in respect of exacta include any amount in the exacta jackpot pool for that exacta totalizator, which shall be carried forward and paid into the exacta jackpot pool for the exacta totalizator conducted on the succeeding exacta race;
 - (iii) shall not in respect of duet include any amount in the duet jackpot pool for that duet totalizator, which shall be carried forward and paid into the duet jackpot pool for the duet totalizator conducted on the succeeding duet race;
 - (iv) shall not in respect of trio include any amount in the trio jackpot pool for that trio totalizator, which shall be carried forward and paid into the trio jackpot pool for the trio totalizator conducted on the succeeding trio race;
 - (v) shall not in respect of trifecta include any amount in the trifecta jackpot pool for that trifecta totalizator, which shall be carried forward and paid into the trifecta jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race;
 - (vi) shall not in respect of first 4 include any amount in the first 4 jackpot pool for that first 4 totalizator, which shall be carried forward and paid into the first 4 jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race;

- (c) Subclause (a) applies unless:
 - (i) clause 10 applies in respect of a doubles totalizator;

- (ii) clause 11 applies in respect of a quaddie totalizator; or.,
- (iii) clause 13 applies in respect of a BIG6 totalizator.

4.2.4 No contestant or combination backed

If none of the contestants or combinations in respect of which dividends are payable are backed in the case of win and place totalizators, the dividend pool must be refunded to the investors.

4.3 Application of minimum dividend provisions in certain cases

TAB may determine from time to time that there is to be a minimum dividend for a racing event totalizator. If TAB has determined there will be a minimum dividend, the minimum dividend applies to all bets on a race totalizator unless a provision in Appendix 1 (Determination of Dividend — Minimums & Fractions) states that it does not apply in a particular case.

4.4 Out of sequence races and re-runs of races

- 4.4.1 If a race is run out of normal race number sequence or if a race is re-run, TAB, or the racing club conducting an on-course totalizator, may reopen the totalizator for the re-run.
- 4.4.2 The amount invested on the totalizator for the first run of the race must be dealt with in accordance with the result of the re-run or the out of sequence race.

4.5 Pool Guarantee

For the purpose of Trifecta, First 4, Quaddie or BIG6 totalizators or merged pools including one or more of these totalizators:

- (a) TAB may apply a pool guarantee at the sole discretion of TAB. In the case of BIG6, the pool guarantee shall apply to the major dividend pool, in accordance with clause 13.3.2.
- (b) Subject to 4.5(e), 8.2.2(b)(ii)8.2.2(b)(ii), 8.2.2(c)(ii), 9.3.2(b)(ii), 9.3.2(c)(ii), 9.3.2(d)(ii)9.3.2(d)(ii) if a pool guarantee is in place on a totalizator or merged pool where there are backed combinations; TAB is liable for that portion of the pool guarantee shortfall applicable to the backed combinations.
- (c) Subject to 4.5(e), if a pool guarantee is in place on a totalizator where there are unbacked combinations; TAB is not liable for that portion of the pool guarantee shortfall applicable to the unbacked combinations. For merged pools, this clause applies when there are unbacked combinations for all of the totalizators involved in the merged pool.
- (d) Subject to 4.5(e), if a pool guarantee is in place on a totalizator where there is less than a unit of investment on backed combinations; TAB is liable for the full unit of the pool guarantee

shortfall applicable to the backed combinations. For merged pools, this clause applies when there is less than a unit of investment across any of the totalizators involved in the merged pool.

- (e) In the event that all bets from a guarantee pool are refunded to investors, the refunds will not include any part of a pool guarantee and TAB is not liable for any pool guarantee shortfall.
- (f) In the event all bets from one or more totalizators involved in a merged pool are refunded to investors but not all totalizators are refunded, the refunds will not include any part of a pool guarantee and TAB is not liable for any pool guarantee shortfall.

4.6 Seeded Jackpots

For the purpose of First 4, Quaddie or BIG6 totalizators:

- (a) TAB may include a seeded jackpot amount in a jackpot pool at the sole discretion of TAB;
- (b) Subject to 4.6(c), if a jackpot pool includes a seeded jackpot amount and there is no winner, the seeded jackpot amount remains in the jackpot pool and cannot be reclaimed by TAB;
- (c) In the event that all bets in a totalizator investment pool, which is subject to a seeded jackpot amount, are refunded to investors, TAB will reclaim the seeded jackpot amount (if any) from the associated jackpot pool, prior to any refunds.

4.7 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 or at retail agencies upon request.

4.8 Quaddie Cash Out

TAB may facilitate functionality whereby a customer may cash out their Quaddie bet (placed with TAB) in part or in its entirety through an arrangement with a third party. TAB will make sufficient information available to customers, including terms and conditions relevant to the Quaddie cash out offer to enable customers to make an informed decision.

4.9 Multiplier

4.10 TAB may facilitate functionality whereby a customer may place a bet with TAB which includes a multiplier feature. This feature will only be available to TAB digital account customers. TAB will make sufficient information available to customers, including terms and conditions relevant to the multiplier feature to enable customers to make an informed decision. **Merged Pool**

- (a) The Betting Operator will ensure that any digital displays (including displays on EBTs) of bet types which are merged are clearly identified as merged pools.
- (b) The Betting Operator will make sufficient information available to Investors, including any terms and conditions relevant to a merged pool (and the application of these rules) to enable Investors to make an informed decision.

5. WIN AND PLACE TOTALIZATORS

5.1 Opening and termination of win and place totalizator pools

5.1.1 The win pool of a win and place totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 2; and
- (b) must be terminated if the number of contestants in the race falls below 2 at any time or if there are no finishers in the race.

5.1.2 The place pool of a win and place totalizator:

- (a) must not be opened for a race if the number of contestants in the race is less than 5; and
- (b) must be terminated if the number of contestants in the race falls below 5 at any time or if there are no finishers in the race.

5.2 Win pool dividends

5.2.1 Distribution of win pool dividend

- (a) Money invested on a win and place totalizator with a view to successfully predicting the contestant that places first in a race (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5) is to be paid into a win dividend pool.
- (b) The win dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors on the finisher that placed first in the race.

5.2.2 Dead-heat for first place

If there is a dead-heat for first place in the race:

- (a) the win dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
- (b) a part is allotted to each backed finisher; and
- (c) each part is to be divided among the investors on the finisher to which the part is allotted.

5.3 Place pool 2 dividend races

5.3.1 Application of rule

- (a) This clause 5.3 applies if the number of entries in a race received at the deadline for scratchings prescribed by the controlling body or a race club responsible for the conduct of the relevant race meeting is less than 8.
- (b) This clause is subject to clauses 4.3 (application of minimum dividend provisions in certain cases) and 5.5 (deficiency in place pool).

5.3.2 Distribution of place pool dividend for 2 dividend race

- (a) Money invested on a win and place totalizator with a view to successfully predicting the contestant that places first or second in a race (and less any amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5) is to be paid into a place dividend pool
- (b) The place dividend pool is (except to the extent otherwise provided in these rules) to be divided into 2 equal parts, of which:
 - (i) one part is to be divided among the investors on the first placed finisher in the race; and
 - (ii) the second part is to be divided among the investors on the second placed finisher in the race.

5.3.3 Unbacked winners or placegetters in a 2 dividend race

- (a) If the first placed finisher is not backed, the whole of the place dividend pool is to be divided among the investors on the second placed finisher in the race.
- (b) If the second placed finisher is not backed, the whole of the place dividend pool is to be divided among the investors on the first placed finisher in the race.

5.3.4 Dead-heat for first place in a 2 dividend race

- (a) If there is a dead-heat for first place in a 2 dividend race:
 - (i) the place dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
 - (ii) a part is allotted to each backed finisher; and
 - (iii) each part is to be divided among the investors on the finisher to which the part is allotted.
- (b) This clause 5.3.4 applies to a dead-heat for second place in a 2 dividend race in the event that the place dividend pool is to be divided among the investors on the second placed finisher in accordance with clause 5.3.5.

5.3.5 Dead-heat for second place in a 2 dividend race where first place is backed

If the first placed finisher is backed and 2 or more backed finishers dead-heat for second place in a 2 dividend race:

- (a) the place dividend pool is to be divided into 2 equal parts:
 - (i) one part is to be divided amount the investors of the first placed finisher; and
 - (ii) the second part is to be divided into as many equal parts as there are backed finishers in the dead-heat for second place;
- (b) a part is allotted to each backed finisher that placed second in the race; and
- (c) each part is to be divided among the investors on the finisher to which the part is allotted.

5.4 Place pool 3 dividend races

5.4.1 Application of rule

- (a) This clause 5.4 applies if the number of entries in a race received at the deadline for scratchings prescribed by the controlling body or a race club responsible for the conduct of the relevant race meeting is 8 or more;
- (b) This clause is subject to clauses 4.3 (application of minimum dividend provisions in certain cases) and 5.5 (deficiency in place pool).

5.4.2 Distribution of place pool dividends for a 3 dividend race

Money invested on a win and place totalizator with a view to successfully predicting the contestant that places first, second or third in a race (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5) is to be paid into a place dividend pool.

The place dividend pool is (except to the extent otherwise provided in these rules) to be divided into 3 equal parts, of which:

- (a) one part is to be divided among the investors on the first placed finisher; and
- (b) the second part is to be divided among the investors on the second placed finisher; and
- (c) the third part is to be divided among the investors on the third placed finisher.

5.4.3 Unbacked winners or placegetters in a 3 dividend race

If a first, second or third placed finisher is not backed:

- (a) the whole of the place dividend pool is to be divided into as many equal parts as there are backed finishers who place first, second or third; and
- (b) a part is allotted to each backed finisher; and
- (c) each part is to be divided among the investors on the finisher to which the part is allotted.

5.4.4 Dead-heat for first place between 2 finishers in a 3 dividend race

- (a) If 2 finishers dead-heat for first place in a 3 dividend race and both are backed:
 - (i) two-thirds of the place dividend pool is to be divided into 2 equal parts; and
 - (ii) each part is to be divided among the investors on each backed finisher in the dead-heat; and

- (iii) one third of the place dividend pool is to be divided among the investors on the third placed finisher.
- (b) If 2 finishers dead-heat for first place in a 3 dividend race but 1 only is backed:
 - (i) the whole of the place dividend pool is to be divided into 2 equal parts; and
 - (ii) one part is to be divided among the investors on the backed finisher in the dead-heat; and
 - (iii) the second part to be divided among the investors on the third placed finisher.
- (c) If 2 finishers dead-heat for first place in a 3 dividend race but neither is backed, the whole of the place dividend pool is to be divided among the investors on the third placed finisher.

5.4.5 Dead-heat for first place between 3 or more finishers in a 3 dividend race

If 3 or more finishers dead-heat for first place in a 3 dividend race:

- (a) the place dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
- (b) a part is allotted to each backed finisher; and
- (c) each part is to be divided among the investors on the finisher to which the part is allotted.

5.4.6 Dead-heat for second place in a 3 dividend race where first place is backed

- (a) If the first placed finisher is backed and 2 or more backed finishers dead-heat for second place in a 3 dividend race:
 - (i) one third of the place dividend pool is to be divided among the investors on the first placed finisher; and
 - (ii) two-thirds of the place dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
 - (iii) a part is allotted to each backed finisher in the dead-heat for second in the race; and
 - (iv) each part is to be divided among the investors on the finisher to which the part is allotted.

- (b) If 2 or more finishers dead-heat for second place but 1 only of those finishers is backed:
 - (i) the whole of the place dividend pool is to be divided into 2 equal parts; and
 - (ii) one part is to be divided among the investors on the first placed finisher; and
 - (iii) the second part is to be divided amongst the investors on the backed second placed finisher in the dead-heat.

5.4.7 Dead-heat for third place in a 3 dividend race where first and second place are backed

- (a) If the first and second placed finishers are backed, and 2 or more backed finishers dead-heat for third place in a 3 dividend race:
 - (i) one third of the place dividend pool is to be divided among the investors on the first placed finisher; and
 - (ii) one third of the place dividend pool is to be divided among the investors on the second placed finisher;
 - (iii) one-third of the place dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
 - (iv) a part is allotted to each backed finisher in the dead-heat; and
 - (v) each part is to be divided among the investors on the finisher to which the part is allotted.
- (b) If 2 or more finishers dead-heat for third place but none of the finishers is backed:
 - (i) the whole of the place dividend pool is to be divided into 2 equal parts; and
 - (ii) one part is to be divided among the investors on the first placed finisher; and
 - (iii) the second part is to be divided among the investors on the second placed finisher.

5.5 Deficiency in place pool

5.5.1 Dividend where deficiency in one part of place pool

- (a) If:
- (i) the place dividend pool is divided in accordance with clause 5.3 (place pool 2 dividend races) or clause 5.4 (place pool 3 dividend races); and
 - (ii) in not more than one part (in this clause referred to as the 'deficient part') of the place dividend pool there is insufficient money to enable a dividend equal to the unit of investment to be declared in respect of that part; and
 - (iii) the amount of the deficiency is greater than the amount deducted as Commission;
- (b) then, there must, before any dividend is declared, be deducted:
- (i) from the part, other than the deficient part; or
 - (ii) if there are 2 or more parts that are not deficient parts, from those parts in proportion to the amounts standing in those parts, an amount sufficient to enable a dividend equal to the unit of investment to be declared in respect of the deficient part, less the Commission.
- (c) The amount so deducted is to be added to the deficient part so that, if the Commission were also added to the deficient parts, there would be produced in each of the deficient parts an amount not greater than the amount required in each of those parts to declare a dividend equal to the unit of investment.

5.5.2 Dividend where deficiency in 2 or more parts of place pool

- (a) If:
- (i) the place dividend pool has been divided in accordance with clause 5.3 (place pool 2 dividend races) or clause 5.4 (place pool 3 dividend races); and
 - (ii) in each of 2 or more parts (in this clause referred to as the "**deficient parts**") of the place dividend pool there is insufficient money to enable dividends equal to the unit of investment to be declared in respect of those parts; and
 - (iii) the aggregate of the amounts of those deficiencies is greater than the amount deducted as Commission,

- (b) then, there must, before any dividend is declared, be deducted:
 - (i) from the part, other than the deficient parts; or
 - (ii) if there are 2 or more parts that are not deficient parts, from those parts in proportion to the amounts standing in those parts, an amount equal to the aggregate of the amounts of the deficiencies in the deficient parts, less the Commission.
- (c) The amount so deducted is to be added to the deficient parts so that, if the Commission were also added to the deficient parts, there would be produced in each of the deficient parts an amount not greater than the amount required in each of those parts to declare a dividend equal to the unit of investment.

6. QUINELLA TOTALIZATORS

6.1 Opening and termination of quinella totalizator pool

6.1.1 A quinella totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 3; and
- (b) must be terminated if the number of contestants in the race falls below 3 at any time or if there are no finishers in the race.

6.2 Quinella pool dividends

6.2.1 Investment pool, jackpot pool and quinella dividend pool

- (a) All money invested on a quinella totalizator is to be paid into an investment pool for that quinella totalizator.
- (b) For each quinella totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 6.2.2 or clause 6.2.6 are required to be carried forward to the jackpot pool of that quinella totalizator.
- (c) For each quinella totalizator there is to be a quinella dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the quinella totalizator under clause 6.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that quinella totalizator.

6.2.2 **Distribution of quinella dividend**

- (a) If there are 2 or more finishers in a quinella race, the quinella dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors on the combination comprising the first and second placed finisher in a race.
- (b) If one winner only is declared, and no second or third placing is declared:
 - (i) the jackpot pool for that quinella race is carried forward to the jackpot pool for the quinella totalizator conducted on the succeeding quinella race; and
 - (ii) the remainder of the quinella dividend pool after carrying forward the jackpot pool in accordance with clause 6.2.2(b)(i) is to be divided among the investors on the combination of the winner and any other contestant in the event irrespective of order.

6.2.3 **Dead-heat for first place between 2 finishers**

- (a) If 2 finishers dead-heat for first place, the quinella dividend pool is to be divided among the investors on the combination comprising those finishers.
- (b) If the combination referred to in clause 6.2.3(a) is not backed, the quinella dividend pool is to be carried forward in accordance with clause 6.2.6(b).

6.2.4 **Dead-heat for first place between 3 or more finishers**

If 3 or more finishers dead-heat for first place:

- (a) the quinella dividend pool is to be divided into as many equal parts as there are combinations comprising 2 of those finishers in the dead-heat for first place; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with clause 6.2.6(b).

6.2.5 **Dead-heat for second place**

If 2 or more finishers dead-heat for second place:

- (a) the quinella dividend pool is to be divided into as many equal parts as there are combinations comprising the first placed finisher and a finisher in the dead-heat for second place; and

- (b) a part is allotted to each combination; and
- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with clause 6.2.6(b).

6.2.6 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in a quinella totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ('winning quinella combination') is less than a unit of investment for that quinella totalizator or if a winning quinella combination is not backed:

- (a) only the amount of the quinella dividend pool determined in accordance with the following formula will be distributed among the investors on the winning quinella combination:

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

where:

da is the total amount of the quinella dividend pool which is to be distributed among the investors on the winning quinella combination;

di is the total amount which would be distributed to investors on the winning quinella combination under clause 6.2 if the total of all amounts invested in the quinella totalizator on the winning quinella combination was not less than a unit of investment for that quinella totalizator so that this clause 6.2.6 did not apply. Where the winning quinella combination is not backed, *di* excludes any amount in the jackpot pool for that quinella totalizator under clause 6.2.1(c)(ii);

ai is the total of all amounts (if any) invested in the quinella totalizator on the winning quinella combination; and

ui is the unit of investment for the quinella totalizator; and

- (b) there is to be carried forward and paid into the quinella jackpot pool for the quinella totalizator conducted on the succeeding quinella race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the quinella jackpot pool for the quinella totalizator conducted on the succeeding quinella race;

di has the meaning given to that term in clause 6.2.6(a) and

da is the total amount of the quinella dividend pool which is to be distributed among the investors on the winning quinella combination as determined in accordance with clause 6.2.6(a).

7. EXACTA TOTALIZATORS

7.1 Opening and termination of exacta totalizator pool

7.1.1 An exacta totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 2; and
- (b) must be terminated if the number of contestants in the race falls below 2 at any time or if there are no finishers in the race.

7.2 Exacta pool dividends

7.2.1 Investment pool, jackpot pool and exacta dividend pool

- (a) All money invested on an exacta totalizator is to be paid into an investment pool for that exacta totalizator.
- (b) For each exacta totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 7.2.2 or clause 7.2.6 are required to be carried forward to the jackpot pool of that exacta totalizator.
- (c) For each exacta totalizator there is to be an exacta dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the exacta totalizator under clause 7.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that exacta totalizator.

7.2.2 Distribution of exacta dividend

- (a) If there are 2 or more finishers in an exacta race, the exacta dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors on the

combination comprising the first and second placed finisher in the race, in the correct order.

- (b) If one winner only is declared, and no second or third placing is declared:
 - (i) the jackpot pool for that exacta race is carried forward to the jackpot pool for the exacta totalizator conducted on the succeeding exacta race; and
 - (ii) the remainder of the exacta dividend pool after carrying forward the jackpot pool in accordance with clause 7.2.2(b)(i) is to be divided among the investors on the combination of the winner and any other contestant in the event irrespective of order.

7.2.3 Dead-heat for first place between 2 finishers

- (a) If 2 finishers dead-heat for first place:
 - (i) the exacta dividend pool is to be divided into as many equal parts as there are combinations comprising the finishers in the dead-heat for first place; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 7.2.6(b).

7.2.4 Dead-heat for first place between 3 or more finishers

If 3 or more finishers dead-heat for first place:

- (a) the exacta dividend pool is to be divided into as many equal parts as there are combinations comprising 2 of those finishers in the dead-heat for first place; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with clause 7.2.6(b).

7.2.5 Dead-heat for second place

- (a) If 2 or more finishers dead-heat for second place:
- (i) the exacta dividend pool is to be divided into as many equal parts as there are combinations comprising, in the correct order, the first placed finisher and a finisher in the dead- heat for second place; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 7.2.6(b).

7.2.6 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in an exacta totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ('winning exacta combination') is less than a unit of investment for that exacta totalizator or if a winning exacta combination is not backed:

- (a) only the amount of the exacta dividend pool determined in accordance with the following formula will be distributed among the investors on the winning exacta combination:

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

where:

da is the total amount of the exacta dividend pool which is to be distributed among the investors on the winning exacta combination;

di is the total amount which would be distributed to investors on the winning exacta combination under clause 7.2 if the total of all amounts invested in the exacta totalizator on the winning exacta combination was not less than a unit of investment for that exacta totalizator so that this clause 7.2.6 did not apply. Where the winning exacta combination is not backed, *di* excludes any amount in the jackpot pool for that exacta totalizator under clause 7.2.1(c)(ii);

ai is the total of all amounts (if any) invested in the exacta totalizator on the winning exacta combination; and

ui is the unit of investment for the exacta totalizator; and

- (b) there is to be carried forward and paid into the exacta jackpot pool for the exacta totalizator conducted on the succeeding exacta race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the exacta jackpot pool for the exacta totalizator conducted on the succeeding exacta race;

di has the meaning given to that term in clause 7.2.6(a) and

da is the total amount of the exacta dividend pool which is to be distributed among the investors on the winning exacta combination as determined in accordance with clause 7.2.6(a).

8. TRIFECTA TOTALIZATORS

8.1 Opening and termination of trifecta totalizator pool

8.1.1 A trifecta totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 3; and
- (b) must be terminated if the number of contestants in the race falls below 3 at any time or if there are no finishers in the race.

8.2 Trifecta pool dividends

8.2.1 **Investment pool, jackpot pool and trifecta dividend pool**

- (a) All money invested on a trifecta totalizator is to be paid into an investment pool for that trifecta totalizator.
- (b) For each trifecta totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 8.2.2 or clause 8.2.7 are required to be carried forward to the jackpot pool of that trifecta totalizator.
- (c) For each trifecta totalizator there is to be a trifecta dividend pool into which is to be paid:
- (i) the money invested in the investment pool for the trifecta totalizator under clause 8.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and

- (ii) any amount in the jackpot pool for that trifecta totalizator; and
- (iii) the pool guarantee shortfall (if any) for that trifecta totalizator.

8.2.2 **Distribution of trifecta dividend**

- (a) If there are 3 or more finishers in a trifecta race, the trifecta dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors who select the combination comprising the first 3 placed finishers in the race in the correct order.
- (b) Where there are 2 finishers only in a trifecta race then:
 - (i) the jackpot pool for that trifecta race is carried forward to the jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race; and
 - (ii) the remainder of the trifecta dividend pool after carrying forward the jackpot pool in accordance with clause 8.2.2(b)(i), and excluding any pool guarantee shortfall, is to be divided among the investors who select a combination comprising the first 2 placed finishers in the race in the correct order, together with any other starter.
- (c) Where there is one finisher only in a trifecta race then:
 - (i) the jackpot pool for that trifecta race is carried forward to the jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race; and
 - (ii) the remainder of the trifecta dividend pool after carrying forward the jackpot pool in accordance with clause 8.2.2(c)(i), and excluding any pool guarantee shortfall, is to be divided amongst the investors who select a combination comprising, in the correct order, the one finisher in the race together with any other starters.

8.2.3 **Dead-heat for first place between 2 finishers**

- (a) If 2 finishers dead-heat for first place:
 - (i) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising the finishers in the dead-heat for first place and the third placed finisher in the correct order; and

- (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 8.2.7(b)
- (b) If 2 finishers dead-heat for first place and there is also a dead-heat for third place:
- (i) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising the finishers in the dead-heat for first place and one of the finishers in the dead-heat for third place in the correct order; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 8.2.7(b).

8.2.4 Dead-heat for first place between 3 or more finishers

If 3 or more finishers dead-heat for first place:

- (a) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising 3 of the finishers in the dead-heat for first place; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with 8.2.7(b).

8.2.5 Dead-heat for second place

If 2 or more finishers dead-heat for second place:

- (a) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising, in the correct order, the first placed finisher and 2 of the finishers in the dead-heat for second place; and
- (b) a part is allotted to each combination; and

- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with 8.2.7(b).

8.2.6 **Dead-heat for third place**

- (a) If 2 or more finishers dead-heat for third place:
 - (i) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising, in the correct order, the first placed finisher, the second placed finisher and one of the finishers in the dead-heat for third place; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with 8.2.7(b).
- (b) This clause does not apply if there is a dead-heat for first place.

8.2.7 **Winning combination not backed or not backed to equivalent of unit of investment**

Notwithstanding anything else in these rules, where the total of all amounts invested in a trifecta totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ('winning trifecta combination') is less than a unit of investment for that trifecta totalizator or if a winning trifecta combination is not backed:

- (a) only the amount of the trifecta dividend pool determined in accordance with the following formula will be distributed among the investors on the winning trifecta combination:

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

where:

da is the total amount of the trifecta dividend pool which is to be distributed among the investors on the winning trifecta combination;

di is the total amount which would be distributed to investors on the winning trifecta combination under clause 8.2 if the

total of all amounts invested in the trifecta totalizator on the winning trifecta combination was not less than a unit of investment for that trifecta totalizator so that this clause 8.2.7 did not apply. Where the winning trifecta combination is not backed, *di* excludes any amount in the jackpot pool for that trifecta totalizator under clause 8.2.1(c)(ii) and excludes any pool guarantee shortfall for that trifecta totalizator under clause 8.2.1(c)(iii);

ai is the total of all amounts (if any) invested in the trifecta totalizator on the winning trifecta combination; and

ui is the unit of investment for the trifecta totalizator; and

- (b) there is to be carried forward and paid into the trifecta jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the trifecta jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race;

di has the meaning given to that term in clause 8.2.7(a) and

da is the total amount of the trifecta dividend pool which is to be distributed among the investors on the winning trifecta combination as determined in accordance with clause 8.2.7(a).

9. FIRST 4 TOTALIZATORS

9.1 First 4 race

TAB may, by order in writing, declare a race to be a first 4 race.

9.2 Opening and termination of first 4 totalizators

A first 4 totalizator:

- (a) must not be opened for a race if the number of contestants in the race is less than 4; and
- (b) must be terminated if the number of contestants in the race falls below 4 at any time or if there are no finishers in the race.

9.3 First 4 pool dividends

9.3.1 Investment pool, jackpot pool and first 4 dividend pool

- (a) All money invested on a first 4 totalizator is to be paid into an investment pool for that first 4 totalizator.
- (b) For each first 4 totalizator there is to be a jackpot pool into which must be paid:
 - (i) any amounts which, under clause 9.3.2 or clause 9.3.4, are required to be carried forward to the jackpot pool of that first 4 totalizator; and
 - (ii) the seeded jackpot amount (if any) for that first 4 totalizator.
- (c) For each first 4 totalizator there is to be a dividend pool into which is to be paid:
 - (i) money invested in the investment pool for the first 4 totalizator under clause 9.3.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and,
 - (ii) any amount in the jackpot pool for that first 4 totalizator; and
 - (iii) the pool guarantee shortfall (if any) for that first 4 totalizator.

9.3.2 Distribution of first 4 dividend pool

- (a) If there are 4 or more finishers in a first 4 race, the first 4 dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors who select the combination comprising the first 4 placed finishers in the race in the correct order.
- (b) Where there are 3 finishers only in a first 4 race then:
 - (i) the jackpot pool for that first 4 race is carried forward to the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race; and
 - (ii) the remainder of the dividend pool after carrying forward the jackpot pool in accordance with clause 9.3.2(b)(i), and excluding any pool guarantee shortfall, is to be divided among the investors who select a combination comprising the first 3 placed finishers in the race in the correct order, together with any other starter.
- (c) Where there are 2 finishers only in a first 4 race then:
 - (i) the jackpot pool for that first 4 race is carried forward to the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race; and

- (ii) the remainder of the dividend pool after carrying forward the jackpot pool in accordance with clause 9.2.3(c)(i), and excluding any pool guarantee shortfall, is to be divided among the investors who select a combination comprising the first 2 placed finishers in the race in the correct order, together with any other 2 starters.
- (d) Where there is one finisher only in a first 4 race then:
- (i) the jackpot pool for that first 4 race is carried forward to the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race; and
 - (ii) the remainder of the dividend pool after carrying forward the jackpot pool in accordance with clause 9.2.3(d)(i), and excluding any pool guarantee shortfall, is to be divided among the investors who select a combination comprising, in the correct order, the one finisher in the race together with any other starters.

9.3.3 Dead-heats

- (a) Subject to sub-clause (b), if 2 or more finishers in a first 4 race dead-heat for any of the first 4 places:
- (i) each of those finishers is taken to have filled that place and each subsequent place up to the number of subsequent places corresponding to one less than the number of finishers involved in the dead-heat; and
 - (ii) the first 4 dividend pool is to be divided into as many equal parts as there are combinations in respect of which a dividend is to be distributed under clause 9.3.2; and
 - (iii) a part is allotted to each combination; and
 - (iv) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
 - (v) for each unbacked combination the part is to be carried forward in accordance with clause 9.3.4(a) or 9.3.4(b).
- (b) Where a dead-heat occurs within any of the first 4 places which results in there being more than 12 winning combinations in a first 4, for the purpose of the declaration of dividends:

- (i) that placing and any subsequent placing in that first 4 shall not be taken into account; and
- (ii) the dividend pool is to be divided into as many equal parts as there are combinations for the placings that are being taken into account in respect of which a dividend is to be distributed under clause 9.3.2; and
- (iii) a part is allotted to each combination; and
- (iv) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
- (v) for each unbacked combination the part is to be carried forward in accordance with clause 9.3.4(a) or 9.3.4(b).

9.3.4 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in a first 4 totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning first 4 combination") is less than a unit of investment for that first 4 totalizator or if a winning first 4 combination is not backed:

- (a) only the amount of the first 4 dividend pool determined in accordance with the following formula will be distributed among the investors on the winning first 4 combination:

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

where:

da is the total amount of the dividend pool which is to be distributed among the investors on the winning first 4 combination;

di is the total amount which would be distributed to investors on the winning first 4 combination under clause 9.3.4 if the total of all amounts invested in the first 4 totalizator on the winning first 4 combination was not less than a unit of investment for that first 4 totalizator so that this clause 9.3.4 did not apply. Where the winning first 4 combination is not backed, *di* excludes any amount in the jackpot pool for that first 4 totalizator under clause 9.3.1(c)(ii) and excludes any pool guarantee shortfall for that first 4 totalizator under clause 9.3.1(c)(iii);

ai is the total of all amounts (if any) invested in the first 4 totalizator on the winning first 4 combination; and

ui is the unit of investment for the first 4 totalizator; and

- (b) (b) there is to be carried forward and paid into the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race;

di has the meaning given to that term in clause 9.3.4; and

da is the total amount of the dividend pool which is to be distributed among the investors on the winning first 4 combination as determined in accordance with clause 9.3.4.

10. DOUBLES TOTALIZATORS

10.1 Doubles Races

TAB, or a racing club conducting a domestic totalizator, may by order in writing, declare a combination of 2 races to be a double.

10.2 Opening and termination of doubles totalizator pool

A doubles totalizator:

- (a) must not be opened to accept bets if the number of contestants in either leg of the double is less than 2; and
- (b) must be terminated if the number of contestants in each leg of the double falls below 2 at any time or if there are no finishers in each leg of the double.

10.3 Doubles pool dividends

10.3.1 Investment pool, jackpot pool and doubles dividend pool

- (a) All money invested on a doubles totalizator is to be paid into an investment pool for that doubles totalizator.
- (b) For each doubles totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 10.3.7 are required to be carried forward to the jackpot pool of that doubles totalizator.
- (c) For each doubles totalizator there is to be a doubles dividend pool into which is to be paid:

- (i) the money invested in the investment pool for the doubles totalizator under clause 10.3.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
- (ii) any amount in the jackpot pool for that doubles totalizator.

10.3.2 **Distribution of double dividend pool**

The double dividend pool is to be divided among the investors who select the combination comprising the first placed finishers in the 2 races of the double.

10.3.3 **Dead-heats**

If, as a result of a dead-heat in any race to which the double relates, investors on 2 or more combinations of finishers become entitled to a dividend:

- (a) the doubles dividend pool is to be divided into as many equal parts as there are combinations; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with clause 10.3.7(b).

10.3.4 **Non-starters and substitutes**

- (a) Any money invested on a combination in a double which includes a non-starter in any race of the double must either:
 - (i) if the relevant ticket is presented to TAB before investments have ceased to be accepted on the first leg, be refunded to the investor; or
 - (ii) if the money is not so refunded be invested in accordance with subclause (b).
- (b) If a contestant selected in a bet on a double does not become a starter in a race (including a re-run race) the bet is deemed to be invested on a substitute selection as determined under subclause (c).
- (c) Where TAB receives double bets on a contestant that is a non-starter in any race in a double, the double bets made on that non-starter will be deemed to be invested on the contestant in that same race ("the substitute") which has the

greatest amount of money invested on it on TAB's win totalizator pool.

- (d) The substitute will be declared by TAB when the win dividend is declared payable on the race.
- (e) Where two or more contestants have equal win investments under the rule in sub-clause (c), the contestant with the lower contestant number will be deemed to be the substitute selection for that race.
- (f) For the purposes of this clause, any determination made by TAB as to the contestant to be substituted for a contestant which is a non-starter in a race in a double will be final and conclusive.

10.3.5 First leg abandoned or postponed

- (a) If a first leg is abandoned, postponed to another date, declared a no-race or is a walkover (whether or not it may be re-run later in a program) the doubles dividend pool is to be divided among the investors on the winner of the second leg.
- (b) If, as the result of a dead-heat, investors on 2 or more placed finishers become entitled to a dividend under this clause:
 - (i) the doubles dividend pool is to be divided into as many equal parts as there are finishers in the dead-heat; and
 - (ii) a part is allotted to each finisher;
 - (iii) for each backed combination, the part is to be divided among the investors on the finisher to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 10.3.7(b).

10.3.6 Second leg abandoned or postponed

- (a) If a second leg is abandoned, postponed to another date, declared a no-race or is a walkover (whether or not it may be re-run later in a program) the doubles dividend pool is to be divided among the investors on the winner of the first leg.
- (b) If, as the result of a dead-heat, investors on 2 or more placed finishers become entitled to a dividend under this clause:

-
- (i) the doubles dividend pool is to be divided into as many equal parts as there are finishers in the dead-heat; and
 - (ii) a part is allotted to each finisher;
 - (iii) for each backed combination, the part is to be divided among the investors on the finisher to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 10.3.7(b).

10.3.7 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in a doubles totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ('winning doubles combination') is less than a unit of investment for that doubles totalizator or if a winning doubles combination is not backed:

- (a) only the amount of the doubles dividend pool determined in accordance with the following formula will be distributed among the investors on the winning doubles combination:

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

where:

da is the total amount of the doubles dividend pool which is to be distributed among the investors on the winning doubles combination;

di is the total amount which would be distributed to investors on the winning doubles combination under clause 10.3 if the total of all amounts invested in the doubles totalizator on the winning doubles combination was not less than a unit of investment for that doubles totalizator so that this clause 10.3.7 did not apply. Where the winning doubles combination is not backed, *di* excludes any amount in the jackpot pool for that doubles totalizator under clause 10.3.1(c)(ii);

ai is the total of all amounts (if any) invested in the doubles totalizator on the winning doubles combination; and

ui is the unit of investment for the doubles totalizator; and

- (b) there is to be carried forward and paid into the doubles jackpot pool for the doubles totalizator conducted on the

succeeding double an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the doubles jackpot pool for the doubles totalizator conducted on the succeeding doubles race;

di has the meaning given to that term in clause 10.3.7(a) and

da is the total amount of the doubles dividend pool which is to be distributed among the investors on the winning doubles combination as determined in accordance with clause 10.3.7(a).

11. QUADDIE TOTALIZATOR

11.1 Quaddie

TAB may, by order in writing, declare a combination of 4 races at a race meeting to be a quaddie.

11.2 Opening and termination of quaddie totalizator pool

A quaddie totalizator:

- (a) must not be opened to accept bets if the number of contestants in any race of the quaddie is less than 2; and
- (b) must be terminated if the number of contestants in each race of the quaddie falls below 2 at any time or if there are no finishers in each race of the quaddie.

11.3 Quaddie pool dividends

11.3.1 Investment pool, jackpot pool and quaddie dividend pool

- (a) All money invested on a quaddie totalizator is to be paid into an investment pool for that quaddie totalizator.
- (b) For each quaddie totalizator there is to be a jackpot pool into which must be paid;
 - (i) any amounts which, under clause 11.3.6, are required to be carried forward to the jackpot pool of that quaddie totalizator; and
 - (ii) the seeded jackpot amount (if any) for that quaddie totalizator.

- (c) For each quaddie totalizator there is to be a dividend pool into which is to be paid:
 - (i) money invested in the investment pool for the quaddie totalizator under clause 11.3.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that quaddie totalizator; and
 - (iii) the pool guarantee shortfall (if any) for that quaddie totalizator.

11.3.2 Distribution of quaddie dividend pool

The quaddie dividend pool is to be divided among the investors who select the combination comprising the first placed finishers in the 4 races of the quaddie.

11.3.3 Dead Heats

- (a) Subject to sub-clause (b), if, as a result of a dead heat in any race to which the quaddie relates, investors on 2 or more combinations of finishers become entitled to a dividend:
 - (i) the quadrella dividend pool is to be divided into as many equal parts as there are combinations; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is carried forward in accordance with clause 11.3.6.
- (b) Where as a result of a dead heat in any race to which the quaddie relates there are more than eight winning combinations, for the purpose of the calculation of dividends:
 - (i) that race and any subsequent race in that quaddie shall not be taken into account;
 - (ii) the quaddie dividend pool is to be divided into as many equal parts as there are combinations;
 - (iii) a part is allotted to each combination;
 - (iv) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and

- (v) for each unbacked combination, the part is carried forward in accordance with clause 11.3.6.

11.3.4 Non-starters and substitutes

- (a) Any money invested on a combination in a quaddie which includes a non-starter in any race of the quaddie must either:
 - (i) if the relevant ticket is presented to TAB before investments have ceased to be accepted on the first race of the quaddie, be refunded to the investor; or
 - (ii) if the money is not so refunded be invested in accordance with subclause (b).
- (b) If a contestant selected in a bet on a quaddie does not become a starter in a race (including a re-run race) the bet is deemed to be invested on a substitute selection as determined under subclause (c).
- (c) Where TAB receives quaddie bets on a contestant that is a non-starter in any race in a quaddie, the quaddie bets made on that non-starter will be deemed to be invested on the contestant in that same race (“the substitute”) which has the greatest amount of money invested on it on TAB’s win totalizator pool.
- (d) The substitute will be declared by TAB when the win dividend is declared payable on the race.
- (e) Where two or more contestants have equal win investments under the rule in clause 11.3.4(c) the contestant with the lower contestant number will be deemed to be the substitute selection for that race.
- (f) For the purposes of clause 11.3.4, any determination made by TAB as to the contestant to be substituted for a contestant which is a non-starter in a race in a quaddie will be final and conclusive.

11.3.5 Races abandoned or postponed

- (a) Where any race in a quaddie is abandoned, postponed until another day, declared a no-race or is a walkover (whether or not it may be re-run later in a program), all selections on that race will be deemed to be first placed finishers and the quaddie dividend pool will be divided on that basis.
- (b) Where all races in the quaddie are abandoned or postponed until another day, all bets will be refunded.

- (c) The bets referred to in Rule 11.3.5(b) shall not include any amount in the quaddie jackpot pool for that quaddie totalizator, which shall be carried forward and paid into the quaddie jackpot pool for the quaddie totalizator conducted on the succeeding quaddie.

11.3.6 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in a quaddie totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning quaddie combination") is less than a unit of investment for that quaddie totalizator or if a winning quaddie combination is not backed:

- (a) only the amount of the quaddie dividend pool determined in accordance with the following formula will be distributed among the investors on the winning quaddie combination:

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

where:

da is the total amount of the dividend pool which is to be distributed among the investors on the winning quaddie combination;

di is the total amount which would be distributed to investors on the winning quaddie combination under this clause if the total of all amounts invested in the quadrella totalizator on the winning quaddie combination was not less than a unit of investment for that quaddie totalizator so that this clause 11.3.6 did not apply. Where the winning quaddie combination is not backed, *di* excludes any amount in the jackpot pool for that quaddie totalizator under clause 11.3.1(c)(ii) and excludes any pool guarantee shortfall for that quaddie totalizator under clause 11.3.1(c)(iii);

ai is the total of all amounts (if any) invested in the quaddie totalizator on the winning quaddie combination; and

ui is the unit of investment for the quaddie totalizator; and

- (b) there is to be carried forward and paid into the jackpot pool for the quaddie totalizator conducted on the succeeding quaddie race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the jackpot pool for the quaddie totalizator conducted on the succeeding quaddie race;

di has the meaning given to that term in clause 11.3.6(a); and

da is the total amount of the dividend pool which is to be distributed among the investors on the winning quaddie combination as determined in accordance with clause 11.3.6(a).

12. DUET TOTALIZATOR

12.1 Opening and termination of duet totalizator pool

A duet totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 8; and
- (b) must be terminated if the number of contestants in the race falls below 8 prior to any late scratchings or below 5 at any time or if there are no finishers in the race.

12.2 Duet pool dividends

12.2.1 Investment pool, jackpot pool and duet dividend pool

- (a) All money invested on a duet totalizator is to be paid into an investment pool for that duet totalizator.
- (b) For each duet totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 12.2.2 or clause 12.2.8 are required to be carried forward to the jackpot pool of that duet totalizator.
- (c) For each duet totalizator there is to be a duet dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the duet totalizator under clause 12.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that duet totalizator.

12.2.2 Distribution of duet dividend pool

- (a) The duet dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors on the combination comprising any two of the first, second and third placed finishers in a race.

- (b) If there are 3 or more finishers in a duet race, the whole of the duet dividend pool is (except to the extent otherwise provided in these rules) to be divided into three equal parts, of which:
 - (i) one part is to be divided among the investors who select the winning combination comprising the first and second placed finishers in the race;
 - (ii) one part is to be divided among the investors who select the winning combination comprising the first and third placed finishers in the race; and
 - (iii) one part is to be divided among the investors who select the winning combination comprising the second and third placed finishers in the race.

- (c) Where there are 2 finishers only in a duet race then:
 - (i) the jackpot pool for that duet race is carried forward to the jackpot pool for the duet totalizator conducted on the succeeding duet race; and
 - (ii) the remainder of the duet dividend pool after carrying forward the jackpot pool in accordance with clause 12.2.2(c)(i) is to be divided among the investors who select the winning combination comprising the first and second placed finishers in the race.

- (d) Where there is one finisher only in a duet race then:
 - (i) the jackpot pool for that duet race is carried forward to the jackpot pool for the duet totalizator conducted on the succeeding duet race; and
 - (ii) the remainder of the duet dividend pool after carrying forward the jackpot pool in accordance with clause 12.2.2(d)(i) is to be divided among the investors who select the winning combination comprising the first placed finisher in the race and any other starter.

12.2.3 **Dead-heat for first place between 2 finishers**

- (a) If 2 finishers dead-heat for first place and there is no dead-heat for third place:
 - (i) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations of:
 - (A) the 2 finishers in the dead-heat for first place; and

- (B) one of the finishers in the dead-heat for first place and the third place finisher; and
 - (C) the other finisher in the dead-heat for first place and the third place finisher; and
 - (ii) a part is to be allotted to each winning combination; and
 - (iii) for each backed winning combination, the part is to be divided among the investors on the winning combination to which the part is allotted; and
 - (iv) for each unbacked winning combination the part is to be carried forward in accordance with clause 12.2.8(b).
- (b) If 2 finishers dead-heat for first place and 2 or more finishers dead-heat for third place:
- (i) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations of:
 - (A) the 2 finishers in the dead-heat for first place;
 - (B) one of the finishers in the dead-heat for first place and a finisher in the dead-heat for third place; and
 - (C) the other finisher in the dead heat for first place and a finisher in the dead-heat for third place; and
 - (ii) a part is to be allotted to each winning combination; and
 - (iii) a part allotted to the winning combination referred to in 12.2.3(a)(i)(B) or 12.2.3(a)(i)(C) above is to be further divided into as many equal parts as there are individual winning combinations to which that part applies and allotted to that individual winning combination; and
 - (iv) for each backed winning combination or backed individual winning combination, the part is to be divided among the investors on the winning combination or individual winning combination to which the part is allotted; and
 - (v) for each unbacked winning combination or unbacked individual winning combination the part

is to be carried forward in accordance with clause 12.2.8(b).

12.2.4 Dead-heat for first place between 3 or more finishers

If 3 or more finishers dead-heat for first place:

- (a) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations comprising 2 of those finishers in the dead- heat for first place; and
- (b) a part is to be allotted to each winning combination; and
- (c) for each backed winning combination, the part is to be divided among the investors on the winning combination to which the part is allotted; and
- (d) for each unbacked winning combination the part is to be carried forward in accordance with clause 12.2.8(b).

12.2.5 Dead-heat for second place between 2 finishers

If 2 finishers dead-heat for second place:

- (a) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations of:
 - (A) the first placed finisher and a finisher in the dead- heat for second place;
 - (B) the first placed finisher and the other finisher in the dead-heat for second place; and
 - (C) the 2 finishers in the dead-heat for second place; and
- (b) a part is to be allotted to each winning combination; and
- (c) for each backed winning combination, the part is to be divided among the investors on the winning combination to which the part is allotted; and
- (d) for each unbacked winning combination the part is to be carried forward in accordance with clause 12.2.8(b).

12.2.6 Dead-heat for second place between 3 or more finishers

- (a) If 3 or more finishers dead-heat for second place:
 - (i) two thirds of the duet dividend pool is to be divided into as many equal parts as there are winning combinations comprising the first placed finisher

and a finisher in the dead-heat for second place;
and

- (ii) one third of the duet dividend pool is to be divided into as many equal parts as there are winning combinations comprising any two of the finishers in the dead-heat for second place; and
- (iii) a part is to be allotted to each winning combination; and
- (iv) for each backed winning combination, the part is to be divided among the investors on the winning combination to which the part is allotted; and
- (v) for each unbacked winning combination the part is to be carried forward in accordance with clause 12.2.8(b).

12.2.7 Dead-heat for third place between 2 or more finishers

If 2 or more finishers dead-heat for third place:

- (a) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations of:
 - (i) the first placed finisher and the second placed finisher;
 - (ii) the first placed finisher and a finisher in the dead-heat for third place; and
 - (iii) the second placed finisher and a finisher in the dead-heat for third place; and
- (b) a part is to be allotted to each winning combination; and
- (c) a part allotted to the winning combination referred to in (a)(ii) or (a)(iii) is to be further divided into as many equal parts as there are individual winning combinations to which that part applies and allotted to that individual winning combination; and
- (d) for each backed winning combination or backed individual winning combination, the part is to be divided among the investors on the winning combination or winning individual combination to which the part is allotted; and
- (e) for each unbacked winning combination or unbacked individual winning combination the part is to be carried forward in accordance with clause 12.2.8(b).

12.2.8 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in a duet totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning duet combination") is less than a unit of investment for that duet totalizator or if a winning duet combination is not backed:

- (a) only the amount of the duet dividend pool determined in accordance with the following formula will be distributed among the investors on the winning duet combination:

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

where:

da is the total amount of the duet dividend pool which is to be distributed among the investors on the winning duet combination;

di is the total amount which would be distributed to investors on the winning duet combination under clause 12.2 if the total of all amounts invested in the duet totalizator on the winning duet combination was not less than a unit of investment for that duet totalizator so that this clause 12.2.8 did not apply. Where the winning duet combination is not backed, *di* excludes any amount in the jackpot pool for that duet totalizator under clause 12.2.1(c)(ii);

ai is the total of all amounts (if any) invested in the duet totalizator on the winning duet combination; and

ui is the unit of investment for the duet totalizator; and

- (b) there is to be carried forward and paid into the duet jackpot pool for the duet totalizator conducted on the succeeding duet race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the duet jackpot pool for the duet totalizator conducted on the succeeding duet race;

di has the meaning given to that term in clause 12.2.8(a) and

da is the total amount of the duet dividend pool which is to be distributed among the investors on the winning duet combination as determined in accordance with clause 12.2.8(a).

12.3 Deficiency in duet totalizator pool

12.3.1 Dividend where deficiency in one part of the duet totalizator pool

- (a) If:
- (i) the duet dividend pool is divided in accordance with 12.2; and
 - (ii) in not more than one part (in this clause referred to as the “deficient part”) of the duet dividend pool there is insufficient money to enable a dividend equal to the unit of investment to be declared in respect of that part; and
 - (iii) the amount of the deficiency is greater than the amount deducted as Commission; then, there must, before any dividend is declared, be deducted:
 - (iv) from the part, other than the deficient part; or
 - (v) if there are 2 or more parts that are not deficient parts, from those parts in proportion to the amounts standing in those parts; an amount sufficient to enable a dividend equal to the unit of investment to be declared in respect of the deficient part, less the Commission.
- (b) The amount so deducted is to be added to the deficient part so that, if the Commission were also added to the deficient part, there would be produced in the deficient part an amount not greater than the amount required in that part to declare a dividend equal to the unit of investment.

12.3.2 Dividend where deficiency in 2 or more parts of the duet totalizator pool

- (a) If:
- (i) the duet dividend pool is divided in accordance with 12.2; and
 - (ii) in each of 2 or more parts (in this clause referred to as the “**deficient part**”) of the duet dividend pool there is insufficient money to enable dividends equal to the unit of investment to be declared in respect of those parts; and
 - (iii) the aggregate of the amounts of those deficiencies is greater than the amount deducted as Commission; then, there must, before any dividend is declared, be deducted:

- (iv) from the part, other than the deficient parts; or
 - (v) if there are 2 or more parts that are not deficient parts, from those parts in proportion to the amounts standing in those parts, an amount equal to the aggregate of the amounts of the deficiencies in the deficient parts, less the Commission.
- (b) The amount so deducted is to be added to the deficient part so that, if the Commission were also added to the deficient parts, there would be produced in each of the deficient parts an amount not greater than the amount required in each of those parts to declare a dividend equal to the unit of investment.

13. BIG6

13.1 BIG6 Totalizator

TAB may by order in writing declare a combination of 6 races to be a BIG6.

13.2 Opening and termination of BIG6 totalizator pool

A BIG6 totalizator:

- (a) Must not be opened to accept bets if the number of contestants in any race of the BIG6 is less than 2; and
- (b) Must be terminated if the number of contestants in each race of the BIG6 falls below 2 at any time or if there are no finishers in each leg of the BIG6.

13.3 BIG6 pool dividends

13.3.1 Investment pool, jackpot pool and BIG6 dividend pool

- (a) All money invested on a BIG6 totalizator is to be paid into an investment pool for that BIG6 totalizator.
- (b) For each BIG6 totalizator, there is to be a jackpot pool in which must be paid:
 - (i) any amounts, which under clause 13.3.6 are required to be carried forward to the jackpot pool of that BIG6 totalizator; and
 - (ii) the seeded jackpot amount (if any) for that BIG6 totalizator.
- (c) For each BIG 6 totalizator, there is to be a dividend pool into which is to be paid

- (i) money invested in the investment pool for the BIG6 totalizator under clause 13.3.1(a) (less any amounts deducted as Commission), subject to clause 19 is to be paid into a BIG6 dividend pool (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
- (ii) any amount in the jackpot pool for that BIG6 totalizator; and
- (iii) the pool guarantee shortfall (if any) for that BIG6 totalizator.

13.3.2 Calculation and Distribution of BIG6 dividend pool

13.3.2.1 Distribution of BIG6 dividend pool

Notwithstanding the provisions of 13.3.2.2, the following shall apply: The BIG6 dividend pool is to be divided among investors in accordance with the percentages listed below:

- (a) 90% of the amount in the dividend pool in accordance with clause 13.3.1(c)(i) plus 100% of the jackpot pool in accordance with clause 13.3.1(c)(ii) plus 100% of the pool guarantee shortfall (if any) in accordance with clause 13.3.1(c)(iii) shall be the major dividend pool;
- (b) 10% of the amount in the dividend pool in accordance with clause 13.3.1(c)(i) shall be the supplementary dividend pool.

13.3.2.2 BIG6 Pool Dividend Calculations

- (a) The major dividend pool is to be divided among the investors who select a combination comprising the first placed finishers in the 6 races of the BIG6.
- (b) The supplementary dividend pool is to be divided among the investors who select a combination comprising the first placed finishers in the first 5 scheduled races of the BIG6, and a losing selection in the remaining race of the BIG6.

13.3.3 Dead Heats

- (a) Where as a result of a dead heat in any race to which the BIG6 relates, investors on 2 or more combinations of first placed finishers become entitled to a major dividend:

- (i) the major dividend pool is to be divided into as many equal parts as there are combinations; and
 - (ii) each part so determined shall be treated separately and allotted to each combination; and
 - (iii) for each backed combination, the major dividend pool part shall be divided among the investors on that backed combination to which the part is allotted; and
 - (iv) each unbacked combination part is carried forward to the BIG6 jackpot pool conducted on the succeeding BIG6 and in accordance with clause 13.3.6.
- (b) Where as the result of a dead heat in any event in a BIG6, investors on two or more combinations of first placed finishers become entitled to a supplementary dividend, the supplementary dividend shall be calculated by dividing the supplementary dividend pool as described in Rule 13.3.2.1 (b) equally amongst the Investors on each backed combination.

13.3.4 Non starters and substitutes

- (a) Any money invested on a combination in a BIG6 which includes a non starter in any race of the BIG6 must either:
 - (i) if the relevant ticket is presented to TAB before investments have ceased to be accepted on the first race of the BIG6, be refunded to the investor; or,
 - (ii) If the money is not so refunded, be invested in accordance with subclause 13.3.4(b).
- (b) If a contestant selected in a bet on a BIG6 does not become a starter in a race (including a re-run race), the bet is deemed to be invested on a substitute selection as determined under subclause 13.3.4(c).
- (c) Where TAB receives BIG6 bets on a contestant that is a non-starter in any race in a BIG6, the BIG6 bets made on that non-starter will be deemed to be invested on the contestant in that same race (“the substitute”) which has the greatest amount of money invested on it on that same race in TAB’s BIG6 totalizator pool.
- (d) The substitute will be declared by TAB when the win dividend is declared payable on the race.
- (e) Where two or more contestants have equal BIG6 pool investments under the rule in clause 13.3.4(c), the

contestant with the lower contestant number will be deemed to be the substitute selection for that race.

- (f) For the purposes of this clause 13.3.4(c), any determination made by the TAB as to the contestant to be substituted for a contestant which is a non-starter in a race in a BIG6 will be final and conclusive.

13.3.5 Races abandoned or postponed

- (a) Where any race in a BIG6 is abandoned, postponed until another day, declared a no race or is a walkover (whether or not it may be re-run later in the program), all selections on that race will be deemed to be first placed finishers and the BIG6 dividend pool will be divided on that basis.
- (b) If three or more races in a BIG6 are abandoned or postponed until another day, all bets will be refunded.
- (c) If any events selected to form part of a BIG6 are abandoned selling must cease.
- (d) If one or two races 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 BIG6 events shall be deemed to be winners.
- (e) If the start time of the scheduled first leg of the BIG6 is delayed or that event is run out of order, the betting close time of the BIG6 shall be the betting close time of the first BIG6 event run for that BIG6.
- (f) The bets referred to in Rule 13.3.5(b) shall not include any amount in the BIG6 jackpot pool for that BIG6 totalizator, which shall be carried forward and paid into the BIG6 jackpot pool for the BIG6 totalizator conducted on the succeeding BIG6.

13.3.6 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in the rules, where the total of all amounts invested in a BIG6 totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning BIG6 combination") is less than a unit of Investment for that BIG6 totalizator or if a winning BIG6 combination is not backed:

- (a) only the amount of the BIG6 dividend pool for a major or supplementary dividend as the case may be determined in accordance with the following formula, will be distributed amongst the investors on the winning BIG6 combination for the relevant major or supplementary dividend:

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

where:

da is the amount of the relevant BIG6 major or supplementary dividend pool which is to be distributed among the investors on the winning BIG6 combination for the major or supplementary dividend, as the case may be;

di is the total amount which would be distributed to Investors on the winning BIG6 combination for each Dividend level if the total of BIG6 Investments for each Dividend level in respect of which a dividend is to be paid was not less than a unit of investment. Where the winning BIG6 combination for the major or supplementary dividend as the case may be is not backed, *di* excludes any amount in the jackpot pool for that BIG6 totalizator under clause 13.3.1(c)(ii) and excludes any pool guarantee shortfall for that BIG6 totalizator under clause 13.3.1(c)(iii);

ai is in respect to a major or supplementary dividend pool, as the case may be, the total of all amounts (if any) invested in the BIG6 totalizator on the winning BIG6 combination for the relevant major or supplementary dividend.

ui is the unit of investment for the BIG6 totalizator; and

- (b) there is to be carried forward and paid into the jackpot pool for the BIG6 totalizator conducted on the succeeding BIG6 declared by TAB under clause 13.1 an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount transferred to the BIG6 jackpot pool on the succeeding BIG6;

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

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

13.3.7 Application of minimum dividend

Subsection (3) of Appendix 1, Determination of Dividend – Minimums and Fractions, does not apply in respect to dividends under these rules for BIG6 pools.

14. TRIO TOTALIZATOR

14.1 Opening and termination of trio totalizator pool

14.1.1 A trio totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 4; and
- (b) must be terminated if the number of contestants in the race falls below 4 at any time or if there are no finishers in the race.

14.2 Trio pool dividends

14.2.1 Investment pool, jackpot pool and trio dividend pool

- (a) All money invested on a trio totalizator is to be paid into an investment pool for that trio totalizator.
- (b) For each trio totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 14.2.2 or clause 14.2.5 are required to be carried forward to the jackpot pool of that trio totalizator.
- (c) For each trio totalizator there is to be a trio dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the trio totalizator under clause 8.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that trio totalizator.

14.2.2 Distribution of trio dividend

- (a) If there are 3 or more finishers in a trio race, the trio dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors who select the combination comprising the first 3 placed finishers in the race regardless of order.
- (b) Where there are 2 finishers only in a trio race then:
 - (i) the jackpot pool for that trio race is carried forward to the jackpot pool for the trio totalizator conducted on the succeeding trio race; and
 - (ii) the remainder of the trio dividend pool after carrying forward the jackpot pool in accordance with clause 14.2.2(b)(i) is to be divided among the investors who select a combination comprising the

first 2 placed finishers in the race together with any other starter, regardless of order.

- (c) Where there is one finisher only in a trio race then:
 - (i) the jackpot pool for that trio race is carried forward to the jackpot pool for the trio totalizator conducted on the succeeding trio race; and
 - (ii) the remainder of the trio dividend pool after carrying forward the jackpot pool in accordance with clause 14.2.2(c)(i) is to be divided amongst the investors who select a combination comprising, regardless of order, the one finisher in the race together with any other starters.

14.2.3 **Dead-heat for second place**

- (a) If 3 or more finishers dead-heat for second place:
 - (i) the trio dividend pool is to be divided into as many equal parts as there are combinations comprising, regardless of order, the first placed finisher and 2 of the finishers in the dead-heat for second place; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with 14.2.5(b).

14.2.4 **Dead-heat for third place**

- (a) If 2 or more finishers dead-heat for third place:
 - (i) the trio dividend pool is to be divided into as many equal parts as there are combinations comprising, regardless of, the first placed finisher, the second placed finisher and one of the finishers in the dead-heat for third place; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with 14.2.5(b).

14.2.5 **Winning combination not backed or not backed to equivalent of unit of investment**

Notwithstanding anything else in these rules, where the total of all amounts invested in a trio totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause (“**winning trio combination**”) is less than a unit of investment for that trio totalizator or if a winning trio combination is not backed:

- (a) only the amount of the trio dividend pool determined in accordance with the following formula will be distributed among the investors on the winning trio combination:

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

where:

da is the total amount of the trio dividend pool which is to be distributed among the investors on the winning trio combination;

di is the total amount which would be distributed to investors on the winning trio combination under clause 14.2 if the total of all amounts invested in the trio totalizator on the winning trio combination was not less than a unit of investment for that trio totalizator so that this clause 14.2.5 did not apply. Where the winning trio combination is not backed, *di* excludes any amount in the jackpot pool for that trio totalizator under clause 14.2.1 14.2.1(c)(ii)

ai is the total of all amounts (if any) invested in the trio totalizator on the winning trio combination; and

ui is the unit of investment for the trio totalizator; and

- (b) there is to be carried forward and paid into the trio jackpot pool for the trio totalizator conducted on the succeeding trio race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the trio jackpot pool for the trio totalizator conducted on the succeeding trio race;

di has the meaning given to that term in clause 14.2.5(a)(a) and

da is the total amount of the trio dividend pool which is to be distributed among the investors on the winning trio combination as determined in accordance with clause (a).

15. MERGED POOL

15.1 Merged Pool

TAB may, by order or in writing, declare a merged pool, combining totalizators on the same races, or combinations of races.

For the purposes of these rules, the merged pool is to be applied to

- Trio merged with Trifecta

15.2 Opening and termination of merged pools

- (a) A merged pool totalizator must not be opened if the number of contestants for the race is less than the minimum required for any of the totalizators included in the merged pool; and

must be terminated if the number of contestants in the race falls below the minimum required for all of the totalizators included in the merged pool at any time or, if there are not enough finishers in the race, for all of the totalizators included in the merged pool.

- (b) If any of the totalizators included in the merged pool are terminated as a result of clause (a), that investment pool shall be removed from the merged pool.

- (c) If all but one of the totalizators in the merged pool is removed, the remaining totalizator shall operate stand-alone according to the totalizator rules for that totalizator and the merged pool shall no longer operate.

- (d) In the event that, for reasons beyond the reasonable control of the TAB, the software used to process the merged pool is unavailable, TAB will de-merge the merged pool and

calculate dividends for each totalizator previously in the merged pool as a standalone pool.

15.3 Merged pool dividends

15.3.1 Investment pool, jackpot pool and merged dividend pool

- (a) All money invested on a merged pool is to be paid into an investment pool for that merged pool.

- (b) For each merged pool there is to be a merged dividend pool into which is to be paid:
 - (i) money invested in the investment pool for the merged pool under clause 15.3.1 (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and,
 - (ii) the pool guarantee shortfall (if any) for that merged pool totalizator.

15.3.2 Distribution of merged dividend pool

- (a) If there are enough finishers in a merged pool, the merged dividend pool is (except to the extent otherwise provided in these rules) to be divided among the dividend pools for each totalizator within the merged pool in proportion to each totalizator's net investment on the combination(s) comprising the winning combination for the totalizator with the lowest number of potential outcomes "**winning merged pool combination**".
- (b) In the event that there is no investment in the winning merged pool combination in any of the totalizators included in the merged pool, the merged pool will be distributed to the jackpot pools for each totalizator in proportion to the total investment in the merged pool which is attributable to that totalizator.

15.3.3 Multiple merged pool winning combinations

In the event there are multiple winning merged pool combinations, due to reduced finishers, dead heats, or for any other reason:

- (a) the merged dividend pool is to be divided into as many equal parts as there are combinations in respect of which a dividend is to be distributed under clause 15.3.2; and
- (b) each part is divided across each totalizator within the merged pool based on the winning investment on the winning merged pool combination for each totalizator, and
- (c) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
 - (i) for each unbacked combination of the anchor totalizator the part is to be carried forward in accordance with clause 9.3.4(a) or 15.3.5(b) and;
 - (ii) for each unbacked combination of the other totalizators in the merged pool, the part is

incorporated into the parts for the backed totalizators in the merged pool.

15.3.4 Distribution of individual totalizator dividend pool

The individual totalizator dividend pool is distributed according to the relevant totalizator rules for that totalizator. For each individual totalizator dividend pool there is to be a jackpot pool into which must be paid:

- (i) any amounts which, under the relevant totalizator rules, are required to be carried forward to the jackpot pool of that totalizator; and
- (ii) the seeded jackpot amount (if any) for that totalizator.

15.3.5 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested for one or more totalizator within a merged pool on the winning merged pool combination is less than a unit of investment for that totalizator in a merged pool or if a winning merged pool combination is not backed:

- (a) only the amount of the individual dividend pool for that totalizator determined in accordance with the following formula will be distributed among the investors on the winning combination for that totalizator:

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

where:

da is the total amount of the individual dividend pool for that totalizator which is to be distributed among the investors on the winning combination for that totalizator;

di is the total amount which would be distributed to investors on the winning combination for that totalizator under clause 15.3.5 if the total of all amounts invested in the individual totalizator on the winning combination for that totalizator was not less than a unit of investment for that individual totalizator so that this clause 15.3.5 did not apply. Where the winning combination for that totalizator is not backed, *di* excludes any amount in the jackpot pool for that individual totalizator under clause 15.3.4(i) and excludes any pool guarantee shortfall for that individual totalizator under clause 15.3.1(b)(ii);

ai is the total of all amounts (if any) invested in the individual totalizator on the winning combination for that totalizator; and

ui is the unit of investment for the individual totalizator; and

- (b) there is to be carried forward and paid into the jackpot pool for the individual totalizator conducted on the succeeding race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the jackpot pool for the individual totalizator conducted on the succeeding individual totalizator race;

di has the meaning given to that term in clause 15.3.5(a); and

da is the total amount of the individual totalizator dividend pool which is to be distributed among the investors on the winning combination for that totalizator as determined in accordance with clause 15.3.5(a).

16. PARLAY BETTING

16.1 Establishment of parlay betting records

On the request of a person, TAB, or on-course totalizator, may establish a parlay betting record to enable the person to make parlay cash bets, telephone bets or device bets.

16.2 Races to which parlay bets relate

16.2.1 A parlay bet may be made in respect of:

- (a) races on which a win and place totalizator or quinella totalizator is operating; or
- (b) any other race totalizators as determined by TAB from time to time.

16.2.2 At the time of placing a parlay investment, the investor will determine the formula number that is to be applied to that bet, which must be a whole number, not less than 1 and not greater than the total number of races in the bet.

16.2.3 The maximum number of races in respect of which any one parlay bet may be made is to be as determined by TAB, or racing club conducting an on-course totalizator as applicable.

- 16.2.4 TAB, or racing club (as applicable) may limit the races in respect of which any one parlay bet may be made to races at the same race meeting or in any other manner as they may determine.

16.3 Dividends and refunds on parlay bets

- 16.3.1 Money to the credit of a parlay betting record must be transmitted to the win and place totalizator, or quinella totalizator (or other class of totalizator on which the bet is required) for the next race to which the parlay bet relates.
- 16.3.2 Any dividend or refund for a parlay bet must be collected by TAB, or racing club, and credited to the parlay betting record for the bet.
- 16.3.3 After a dividend is paid in accordance with these rules on the second or any subsequent race or event to which a parlay bet relates, the amount to be credited to the parlay betting record for the bet is to be calculated as follows:

$$A = \frac{C \times D}{U}$$

where:

“A” represents the amount to be credited;

“C” represents the amount credited to the parlay betting record in respect of the previous race to which the parlay bet relates;

“D” represents the dividend declared for the minimum unit of investment in respect of the second or subsequent race;

“U” represents the minimum bet for that race.

- 16.3.4 In calculating the amount to be credited pursuant to clause 16.3.3 to a parlay betting record:
- (a) fractions of cents will be disregarded; and
 - (b) minimum dividend provisions apply to the calculation of the amount to be credited in the same way as they apply to the calculated amount referred to in those provisions.
- 16.3.5 The balance standing to the credit of a parlay betting record after the last race to which the parlay bet relates:
- (a) in the case of a parlay cash betting record, must be paid to the person concerned as if the bet were a cash bet; or
 - (b) in the case of a parlay telephone or device betting record, must be paid into the betting account of the person concerned.

16.3.6 Any money that is paid as a dividend or refund in accordance with the Act, and that remains unallocated after the calculation of the amounts payable under this clause 16.3, is to be allocated in accordance with Part 6 of the Act.

16.4 Races postponed or run out of sequence

In the event that a race to which a parlay bet relates is postponed or is run out of the sequence, TAB, or racing club conducting an on-course totalizator, must treat the race for the purposes of the parlay bet as an abandoned race.

17. WAGERING ON USA RACING EVENTS

17.1 Application

17.1.1 This clause applies to totalizators conducted by TAB on events scheduled to be held at a race meeting on any racecourse in the United States of America (“a USA racing event”) and does not apply to any totalizator conducted by TAB on any other event.

17.1.2 In relation to any totalizator conducted by TAB on a USA racing event, this clause prevails over any other provision of these rules to the extent of any inconsistency.

17.2 Definitions for USA racing events

In this clause:

“**coupled entry**” means a single wagering interest involving 2 or more contestants entered in the same USA racing event and joined for TAB totalizator betting purposes either:

- (a) because of common ties as to ownership or training; or
- (b) as a field entry in circumstances where TAB has not exercised its discretion under clause 17.3.3 to ignore field entries,

so that a wager on 1 contestant joined in a coupled entry is a wager on all contestants joined in the same coupled entry on the basis set out in these rules;

“**field entry**” means two or more horses coupled for the purposes of USA totalizator betting on a USA racing event as a result of the number of contestants (counting for this purpose horses in a coupled entry as a result of common ties as to ownership or training as a single contestant) exceeding the stated capacity of the relevant USA totalizator;

“**official USA order of finish**” means that when satisfied that the order of finish is correct, that all timely objections have been addressed, and that the race has been properly run in accordance with the rules and regulations of the applicable authority, the stewards will order that the official USA order of finish be confirmed and the official sign posted for the race;

“single wagering interest” means any one contestant in a race, or two or more contestants bracketed as a single TAB totalizator number as for a coupled entry;

“timely objections” means a claim of interference or other foul by a jockey, driver, trainer or owner of a horse who has reasonable grounds to believe that his or her horse was interfered with or impeded or otherwise hindered during the running of the race, or that any riding or driving rule was violated by any other jockey, driver or horse during the running of the race. Such objections must be made immediately with the clerk of scales, the stewards or their delegate before official USA order of finish has been declared. The stewards may thereupon hold an inquiry into the running of the race.

17.3 Declaration of placings

- 17.3.1 In this clause a reference to the first, second, third, fourth, fifth or sixth placed finisher in a race is a reference to the contestant declared by stewards in the official USA order of finish to be the first, second, third, fourth, fifth or sixth placed finisher in the race except as provided for in a race where field entries apply.
- 17.3.2 If more than one contestant in a coupled entry is placed or dead-heats in a USA racing event, only the highest placed finisher of the contestants in that coupled entry will be counted as a placing for the purposes of TAB totalizator betting and the other contestants in that coupled entry will be disregarded for the purposes of determining other placings in that USA racing event.
- 17.3.3 TAB at its discretion may ignore field entries and treat each contestant in field entries as a separate TAB totalizator betting contingency.
- 17.3.4 Except where field entries are required, the decision of the stewards as to the official USA order of finish is final for TAB betting purposes. Where field entries apply, TAB may subject to clause 17.3.2, declare dividends based on the actual finishing order across the line.
- 17.3.5 No rulings of the stewards or controlling body regarding the order of finish or any award of prize money after the result of the race has been declared official will affect TAB totalizator payout.
- 17.3.6 The scratching or withdrawal of one or more contestants from a coupled entry will have no effect on any wagers made on a coupled entry provided that at least one contestant in the coupled entry is declared a starter in the race.

17.4 Bracketed contestants

- 17.4.1 This clause applies to win and place, quinella, exacta, trio, trifecta, and doubles totalizators conducted on USA racing events.

- 17.4.2 If there are contestants in a coupled entry in a USA racing event, TAB may create a sufficient number of brackets to cause each of the couplings to constitute a single totalizator number.
- 17.4.3 For the purpose of apportionment of dividends, a placegetter identified on the totalizator by a bracket number as a result of a coupled entry, is to be treated as a single wagering interest.
- 17.4.4 In a USA racing event to which clause 17.4.2 applies, where two or more finishers in the coupled entry are placed or dead-heat, they are to be treated as a single finisher and only the highest placed finisher of the contestants in that coupled entry is to be counted for the purposes of TAB totalizator betting and the other contestants in that coupled entry will be disregarded for the purposes of determining other placings in that USA Racing Event.

18. FOOTYTAB

18.1 Commission deduction

Money invested on a totalizator conducted by TAB on one or more declared betting events will be subject to a Commission deduction and to the deduction of other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5. The commission for a footyTAB totalizator is subject to clause 19.

18.2 Definitions for footyTAB

In this clause 16,

"away team" means the team that appears last in the match description published by the controlling body (e.g. home team vs. away team);

"Double and Xtra Double" consists of a schedule of two matches in which fifteen possible margins between the number of points scored by the two teams in each match are offered;

"final score" means the number of points scored by each team at the conclusion of normal time for a match, and will not take into account any extra time played to negate a draw;

"forfeit" means the term applied to an individual or team failing to either compete in or complete the contest;

"game" means a match, or a schedule of matches nominated by TAB for the purpose of investments and which is known as either "Pick The Winners", "Pick the Margins", "Pick The Score", "Double", "Xtra Double", "Half/Full Double", "Half/Full Xtra Double", "Quad", "Quarter Quad", "Tip 8", "Tip 7" or "Win";

"Half/Full Double and Half/Full Xtra Double" consist of a schedule of two halves of a match in which fifteen possible margins between the number of points scored by the two teams are offered for each of the halves of that match;

“**home team**” means the team that appears first in the match description published by the controlling body (e.g. home team vs. away team);

“**leading team**” means the team that has a progressive score in excess of the opposing team;

“**losing team**” means in respect of Pick The Score, the team acquiring the lower number of points scored in each match;

“**match**” means a contest between two sporting teams where one is designated the home team and the other the away team;

“**Pick the Margins**” consists of a schedule of matches in which five possible margins between the number of points scored by the two teams in normal time in each match are offered;

“**Pick The Score**” consists of a match in which final score options are offered;

“**Pick The Winners**” consists of a schedule of matches in which one team in each match is allotted a points start;

“**points**” will also mean goals where the word “goals” is used to describe the scoring in any particular sport;

“**points start**” means the number to be added to the team’s final score for the purposes of assessing the winning team;

“**Quad**” consists of a schedule of four matches in which fifteen possible margins between the number of points scored by the two teams in each match are offered;

“**Quarter Quad**” consists of a schedule of four quarters of a match in which fifteen possible margins between the number of points scored by the two teams are offered for each of the quarters of that match;

“**score range**” means a defined range of points as shown in Appendix 3 from which the investor may make a selection for Pick the Margins, Win, Double, Xtra Double, Half/Full Double, Half/Full Xtra Double, Quad and Quarter Quad games;

“**Tip 7**” consists of a schedule of seven matches in which a home team and away team selection in each match is offered;

“**Tip 8**” consists of a schedule of eight matches in which a home team and away team selection in each match is offered;

“**Win**” consists of a match in which ten possible margins between the number of points scored by the two teams for the match are offered;

“**winning margin**” means the difference between the progressive scores of the two teams in a match at quarter time, half time, three quarter time, or the final score, as the case may be;

“**winning team**” - means:

- (a) in respect of Pick The Winners, the team acquiring the higher number of points after the addition of the points start to the number of points scored in each match; or
- (b) in respect of Pick the Margins, the team, or teams in the case of a drawn result, with the winning margin in each match; or
- (c) in respect of Pick The Score, the team acquiring the higher number of points scored in each match; or
- (d) in respect of Win, Double, Xtra Double and Quad the team, or teams in the case of a drawn result, with the winning margin in each match; or
- (e) in respect of Half/Full Double and Half/Full Xtra Double, the team, or teams in the case of a drawn result, with the winning margin at half time in the match and the winning margin at the conclusion of the match; or
- (f) in respect of Quarter Quad, the team, or teams in the case of a drawn result, with the winning margin at each respective quarter of the match and the winning margin at the conclusion of the match; or
- (g) in respect of Tip 7 or Tip 8, the team, or teams in the case of a drawn result, which is declared to be the winner of the match.

18.3 Games, investments, refunds and results

- 18.3.1 The object of the game is to select the winning teams in each of the matches which are included in that game or in the case of Pick the Score, to select the final score for the home team and away team respectively.
- 18.3.2 To invest on the game, the investor is required to forecast the result of each of the matches in that game, marking each forecast on an entry form so that the minimum number of forecasts made by an investor corresponds with the number of matches in the game or in the case of "Pick the Score", a minimum of one final score.
- 18.3.3 TAB may include in any game the matches it considers appropriate.
- 18.3.4 TAB may appoint any persons it deems necessary to assess the points start and winning margins to be allotted for the purpose of the games.
- 18.3.5 (a) Where a match in a Pick the Winners, Pick the Margins or Pick The Score is abandoned or postponed to another date, the result of the game will be declared and the dividend calculated on those matches completed; provided however that if a match is subsequently completed prior to midnight on the date on which the last match for that round was

originally scheduled, then the result of the game may be declared on that day.

- (b) A Pick the Winners, Pick the Margins or Pick The Score game will be terminated and refunds will be made to all investors where:
 - (i) all the matches in the game are abandoned or postponed to another date; or
 - (ii) in respect of Pick the Winners or Pick the Margins, less than three matches in the game are completed prior to midnight on the date on which the last match for that round was originally scheduled.

18.3.6 Where any match in a Quad, Tip 8 or Tip 7 game is cancelled, postponed or abandoned, regardless of whether the match is replayed, all selections on that match shall be deemed to be selections on the winning team, and the Quad, Tip 8 or Tip 7 pools shall be divided in accordance with clauses 16.3.25, 16.3.27 and 16.3.28 respectively.

18.3.7 Where all matches in a Quad, Tip 8 or Tip 7 game are cancelled, postponed or abandoned, regardless of whether the matches are re-played, all investments on the game shall be refunded. However, the investments refunded will not include any money carried from a previous Quad, Tip 8 or Tip 7 game and any such money shall be added to and form part of a subsequent Quad, Tip 8 or Tip 7 game pool.

18.3.8 Where the first match in a Double or Xtra Double game is cancelled, postponed or abandoned, regardless of whether the match is re-played, a dividend shall be determined on the result of the second match in the game whereby the dividend pool will be divided among investors in the following order of priority:

- (a) investors selecting any selection in the first match of that game and the winning team in the second match of that game;
- (b) investors selecting any selection in the first match of that game and the team which is declared the winner together with the score range or ranges nearest to the winning team in the second match of that game.

18.3.9 Where the second match in a Double or Xtra Double game is cancelled, postponed or abandoned, regardless of whether the match is replayed, a dividend shall be determined on the result of the first match in the game whereby the dividend pool will be divided among investors in the following order of priority:

- (a) investors selecting any selection in the second match of that game and the winning team in the first match of that game;

- (b) investors selecting any selection in the second match of that game and the team which is declared the winner together with the score range or ranges nearest to the winning team in the first match of that game.
- 18.3.10 Where both matches of a Double or Xtra Double game are cancelled, postponed or abandoned, regardless of whether any match is replayed, all investments on that Double or Xtra Double game shall be refunded to the investors.
- 18.3.11 Where the match of a Win game is cancelled, postponed or abandoned, regardless of whether the match is replayed, all investments on that Win game shall be refunded to the investors.
- 18.3.12 Where the match of a Quarter Quad, Half/Full Double or Half/Full Xtra Double game is cancelled, postponed or abandoned, regardless of whether the match is replayed, all investments on that Quarter Quad, Half/Full Double or Half/Full Xtra Double game shall be refunded to the investors.
- 18.3.13 In the event of one of the teams in a match forfeiting the match, the opposing team will be deemed the winning team encompassing all of the winning margins offered for that team. In the case of "Pick the Score" investors will be eligible for a refund in accordance with these rules.
- 18.3.14 Subject to this clause 16, the relevant dividend pool for the game is to be divided among those investors selecting the winning team in all matches, halves or quarters in the game, as the case may be, or in the case of "Pick the Score", the final scores for both the home team and the away team.
- 18.3.15 For the purposes of clause 16, a draw is not a score range for the purpose of conducting countbacks for Double, Xtra Double, Half/Full Double, Half/Full Xtra Double, Quad and Quarter Quad.
- 18.3.16 Where, as the result of a draw in the match in a Win game, investors on two selections become entitled to a dividend:
- (a) the dividend pool shall be divided into two equal parts; and
 - (b) each part will be treated separately; and
 - (c) dividends shall be calculated by dividing each part amongst the investors on each backed selection.
- 18.3.17 Where, in a match a draw occurs, both competitors shall be deemed as winners for the purposes of determining which selections are the winning team. Subject to clause 16.3.18, where as a result of a draw in any match in a Tip 8 or Tip 7 game investors on two or more combinations become entitled to a dividend:

- (a) the dividend pool shall be divided into as many equal parts as there are backed combinations; and
- (b) each part will be treated separately; and
- (c) dividends shall be calculated by dividing each part amongst the investors on each backed combination.

18.3.18 Where draws occur in more than four matches, resulting in there being more than sixteen potential winning combinations in a Tip 8 or Tip 7 game, for the purpose of declaration of dividends the dividend pool shall be divided equally amongst the investors on each backed combination.

18.3.19 In the event no investor selects the winning team in all matches in "Pick the Winners", the dividend pool will be divided among investors who select the winning team in the most number of matches in the game.

18.3.20 In the event no investor selects the winning team in all matches in "Pick the Margins", the relevant dividend pool will continue to carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines a schedule of matches to be the last of the season whereby payout may be divided among those investors selecting the most number of winning matches in the game.

18.3.21 In the event no investor selects the final score, not being a drawn match, in respect of Pick the Score, the dividend pool will be divided among investors in the following order of priority:

- (a) Investors selecting the winning team's score and the losing team's score plus or minus one point.
- (b) Investors selecting the winning team's score plus or minus one point and the losing team's score.
- (c) Investors selecting the winning team's score plus or minus one point and the losing team's score plus or minus one point.
- (d) Investors selecting the winning team's score and the losing team's score plus or minus two points.
- (e) Investors selecting the winning team's score plus or minus two points and the losing team's score.
- (f) Investors selecting the winning team's score plus or minus one point and the losing team's score plus or minus two points.

- (g) Investors selecting the winning team's score plus or minus two points and the losing team's score plus or minus one point.
- (h) Investors selecting the winning team's score plus or minus two points and the losing team's score plus or minus two points.
- (i) Investors selecting the winning team's score and the losing team's score plus or minus three points.
- (j) Investors selecting the winning team's score plus or minus three points and the losing team's score.
- (k) Investors selecting the winning team's score plus or minus one point and the losing team's score plus or minus three points.
- (l) Investors selecting the winning team's score plus or minus two points and the losing team's score plus or minus three points.
- (m) Investors selecting the winning team's score plus or minus three points and the losing team's score plus or minus one point.
- (n) Investors selecting the winning team's score plus or minus three points and the losing team's score plus or minus two points.
- (o) Investors selecting the winning team's score plus or minus three points and the losing team's score plus or minus three points.
- (p) Investors selecting the winning team's score and any score for the losing team.
- (q) Investors selecting any score for the winning team and the losing team's score.
- (r) Investors selecting any score for either team.

18.3.22 In the event no investor selects the final score of a drawn match in respect of Pick the Score, the dividend pool will be divided among investors in the following order of priority:

- (a) Investors selecting a drawn result being the home team's score plus or minus one point and the away team's score plus or minus one point.
- (b) Investors selecting a drawn result being the home team's score plus or minus two points and the away team's score plus or minus two points.

- (c) Investors selecting a drawn result being the home team's score plus or minus three points and the away team's score plus or minus three points.
- (d) Investors selecting the home team's score and the away team's score plus or minus one point.
- (e) Investors selecting the home team's score plus or minus one point and the away team's score.
- (f) Investors selecting the home team's score plus or minus one point and the away team's score plus or minus one point, not being a drawn result selection.
- (g) Investors selecting the home team's score and the away team's score plus or minus two points.
- (h) Investors selecting the home team's score plus or minus two points and the away team's score.
- (i) Investors selecting the home team's score plus or minus one point and the away team's score plus or minus two points.
- (j) Investors selecting the home team's score plus or minus two points and the away team's score plus or minus one point.
- (k) Investors selecting the home team's score plus or minus two points and the away team's score plus or minus two points, not being a drawn result selection.
- (l) Investors selecting the home team's score and the away team's score plus or minus three points.
- (m) Investors selecting the home team's score plus or minus three points and the away team's score.
- (n) Investors selecting the home team's score plus or minus one point and the away team's score plus or minus three points.
- (o) Investors selecting the home team's score plus or minus two points and the away team's score plus or minus three points.
- (p) Investors selecting the home team's score plus or minus three points and the away team's score plus or minus one point.
- (q) Investors selecting the home team's score plus or minus three points and the away team's score plus or minus two points.
- (r) Investors selecting the home team's score plus or minus three points and the away team's score plus or minus three points, not being a drawn result selection.

- (s) Investors selecting the home team's score and any score for the away team.
- (t) Investors selecting any score for the home team and the away team's score.
- (u) Investors selecting any score for either team.

18.3.23 Subsection (3) of the minimum dividend provisions set out in Appendix 1 does not apply in respect to dividends under these rules for declared betting events.

18.3.24 In the event no investor selects the winner in a Win game, the dividend pool will be refunded to investors.

18.3.25 In the event no investor selects the winning team in all matches in a Quad game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be divided among investors in the following order of priority:
 - (i) investors selecting the winning teams in any three matches in the game and the team which is declared the winner of the other match in the game irrespective of score range;
 - (ii) investors selecting the winning teams in any two matches in the game and the teams which are declared the winners of the other two matches in the game irrespective of score range;
 - (iii) investors selecting the winning team in any match of the game and the teams which are declared the winners of the other three matches in the game irrespective of score range;
 - (iv) investors selecting the teams which are declared the winners in each of the four matches in the game, irrespective of score range;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors.

18.3.26 In the event no investor selects the winning team in all four quarters of a Quarter Quad game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all four quarters of the match in a game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be divided among investors in the following order of priority:
 - (i) investors selecting the winning team at the end of each of the first three quarters of the match, and the team that is declared the winner at the end of the fourth quarter in the match, irrespective of score range;
 - (ii) investors selecting the winning team at the end of each of the first three quarters of the match, and any selection in the fourth quarter in the match;
 - (iii) investors selecting the winning team at the end of each of the first two quarters of the match, the team that is leading at the end of the third quarter of the match, irrespective of score range, and the team that is declared the winner at the end of the fourth quarter in the match, irrespective of score range;
 - (iv) investors selecting the winning team at the end of the first quarter of the match, the teams that are leading at the end of the second and third quarters of the match, irrespective of score range, and the team that is declared the winner at the end of the fourth quarter in the match, irrespective of score range;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors.

18.3.27 In the event no investor selects the winning team in all matches in a Tip 8 game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be divided among investors in the following order of priority:
 - (i) investors selecting the winning team in any seven matches;
 - (ii) investors selecting the winning team in any six matches;

- (iii) investors selecting the winning team in any five matches;
- (iv) investors selecting the winning team in any four matches;
- (v) investors selecting the winning team in any three matches;
- (vi) investors selecting the winning team in any two matches;
- (vii) investors selecting the winning team in any match;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors. Any previously carried forward jackpot will carry forward to the next round of betting.

18.3.28 In the event no investor selects the winning team in all matches in a Tip 7 game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be divided among investors in the following order of priority:
 - (i) investors selecting the winning team in any six matches;
 - (ii) investors selecting the winning team in any five matches;
 - (iii) investors selecting the winning team in any four matches;
 - (iv) investors selecting the winning team in any three matches;
 - (v) investors selecting the winning team in any two matches;
 - (vi) investors selecting the winning team in any match;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors. Any previously carried forward jackpot will carry forward to the next round of betting.

18.3.29 In the event no investor selects the winning team in all matches in a Double or Xtra Double game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be divided among investors in the following order of priority:
 - (i) investors selecting the team which is declared the winner and the score range or ranges closest to the winning team in the match that TAB specifies to be the first match of the game, and the winning team in the match that TAB specifies to be the second match of the game;
 - (ii) investors selecting the team which is declared the winner and the score range or ranges closest to the winning team in the match that TAB specifies to be the second match of the game, and the winning team in the match that TAB specifies to be the first match of the game;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors. Any previously carried forward jackpot will carry forward to the next round of betting.

18.3.30 In the event no investor selects the winning team in both halves of a Half/Full Double or Half/Full Xtra Double game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in both halves of the match in a game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be divided among investors in the following order of priority:
 - (i) investors selecting the team that is leading and the score range or ranges closest to the winning team in the first half of the match and the winning team in the second half of the match;
 - (ii) investors selecting the team that is leading and the score range or ranges closest to the winning team in the second half of the match and the winning team in the first half of the match;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the

investors. Any previously carried forward jackpot will carry forward to the next round of betting.

- 18.3.31 (a) In the event of any match extending into extra time in accordance with the rules governing the particular contest, TAB will not take into account any points scored during that period for the purposes of determining the result of the match.
- (b) TAB will not take into account any points scored during a penalty shootout for the purposes of determining the result of the match.

18.3.32 In the event of any match being replayed for any reason clause 3.3.2(b) applies.

18.3.33 Winning Combination not backed to equivalent of unit of investment.

- (a) Subject to clause 16.3.33(b), where the total of all amounts invested in a Pick the Margins totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("**winning Pick the Margins combination**") is less than a unit of investment for that Pick the Margins totalizator and TAB has declared there is a Pick the Margins totalizator scheduled on the next round of betting:

- (i) only the amount of the Pick the Margins dividend pool determined in accordance with the following formula will be distributed among the investors on the winning Pick the Margins combination:

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

where:

da is the total amount of the dividend pool which is to be distributed among the investors on the winning Pick the Margins combination;

di is the total amount which would be distributed to investors on the winning Pick the Margins combination under this clause if the total of all amounts invested in the Pick the Margins totalizator on the winning Pick the Margins combination was not less than a unit of investment for that Pick the Margins totalizator so that this clause 16.3.33 did not apply;

ai is the total of all amounts invested in the Pick the Margins totalizator on the winning Pick the Margins combination; and

ui is the unit of investment for the Pick the Margins totalizator; and

- (ii) there is to be carried forward and paid into the jackpot pool for the Pick the Margins totalizator conducted on the next round of betting declared by TAB an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the jackpot pool for the Pick the Margins totalizator conducted on the next round of betting declared by TAB;

di has the meaning given to that term in clause 16.3.33(a)(i); and

da is the total amount of the dividend pool which is to be distributed among the investors on the winning Pick the Margins combination as determined in accordance with clause 16.3.33(a)(i).

- (b) where the total of all amounts invested in a Pick the Margins totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause (“**winning Pick the Margins combination**”) is less than a unit of investment for that Pick the Margins totalizator and there is no Pick the Margins totalizator scheduled on the next round of betting, the full dividend pool is to be distributed amongst the investors on the winning Pick the Margin combination.

19. COMMISSION DEDUCTIONS

19.1 Relevant maximum percentage of commission

- 19.1.1 The relevant maximum percentage of the Commission deducted is set out in the table below.

19.2 Commission Rate Table

- 19.2.1 The amounts prescribed in the table below are expressed as a percentage of the total amounts invested in the class or description of the totalizator concerned and, in accordance with Part 6 of the Act.

<u>Class/Description</u>	<u>Commission Rate</u> (when <u>not</u> hosting international pools)	<u>Commission Rate</u> (when hosting international pools)	<u>Commission Rate</u> (when <u>questing into Hong Kong Jockey Club pools</u>)
Win	14.5%	14.5%	17.5%
Place	14.25%	14.25%	17.5%
Quinella	17.50%	25%	17.5%
Exacta	20%	25%	N/A
Trio	21%	25%	N/A
Trifecta	21%	25%	25%
Doubles	20%	25%	17.5%
First 4	22.5%	25%	N/A
Quaddie	20%	25%	N/A
Duet	14.5%	25%	17.5%
footyTab	25%	25%	N/A
BIG6	25%	25%	N/A

APPENDIX 1 - DETERMINATION OF DIVIDEND - MINIMUMS & FRACTIONS

- (1) In this section:
- “the calculated amount”, in relation to an event or contingency in relation to which a totalizator was used, means the amount which would, but for subsections (3), (5) and (6), be payable by way of dividend in respect of that event or contingency;
- “the payable dividend”, in relation to an event or contingency in relation to which a totalizator was used, means the amount to be paid by way of dividend in respect of that event or contingency.
- (2) Subject to subsections (3) and (5), the calculated amount in relation to an event or contingency in relation to which a totalizator was used shall, after any adjustment required to be made by subsection (6), be the payable dividend in relation to that event or contingency.
- (3) Subject to subsection (4), where the calculated amount in respect of an event or contingency in relation to which a totalizator was used is:
- (a) equal to or less than the unit of investment for that event or contingency; or
 - (b) more than that unit but less than the sum of that unit and 5 cents, the payable dividend shall be an amount equal to one hundred and four per centum of that unit (“**minimum dividend**”).
- (4) Subsection (3) does not apply:
- (a) to an event or contingency in circumstances where:
 - (i) 2 or more starters fill a place (including first place) in the event or contingency; and
 - (ii) a pool or part of a pool (ascertained in respect of that place in accordance with this Act, the regulations or the rules) is required to be divided among the starters filling that place; or
 - (b) if as a result of subsection (3) the dividend payable on a further contingency or contingencies would also be subject to subsection (3) and the total amount of dividends payable would exceed the total amount paid into the pool (less any amounts refundable); or
 - (c) to a win and place, quinella, exacta, duet, trio, trifecta, first 4, doubles and quaddie totalizator if the total amount of the dividends payable in accordance with the rules for that type of totalizator would exceed the total amount paid into the totalizator (less any amounts refundable to investors); or
 - (d) to the place pool of a win and place totalizator:
 - (i) if the total money invested on any one of the placed contestants in respect of which a dividend is payable under clause 5.3 of the rules

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- (place pool 2 dividend race) is more than 50% of the sum of the place pool and any amount deducted as Commission; or
- (ii) if the total money invested on any one of the placed contestants in respect of which a dividend is payable under clause 5.4 of the rules (place pool 3 dividend race) is more than 40% of the sum of the place pool and any amount deducted as Commission; or
 - (e) to the duet pool of a duet totalizator if the total money invested on any combination in respect of which a dividend is payable under clause 12.2 of the rules is more than 40% of the sum of the duet pool and any amount deducted as Commission; or
 - (f) where the Rules provide that subsection (3) of the minimum dividend provisions does not apply.
- (5) In any circumstances referred to in subsection (4), where the calculated amount in respect of an event or contingency in relation to which a totalizator was used is less than the unit of investment for that event or contingency, the payable dividend in respect of that event or contingency shall, except in respect to BIG6 dividends, be an amount equal to that unit.
- (6) If, had this subsection not been enacted, the calculated amount would have been, by reason of the operation of subsection (2), the payable dividend in relation to any event or contingency, then:
- (a) where the unit of investment for that event or contingency is fifty cents or one dollar and the calculated amount includes a number of cents that comes within a description specified in the first column of the table to this subsection, that number shall be regarded as the number of cents specified opposite that description in the second column of that table; or
 - (b) where the unit of investment for that event or contingency is any other amount and the calculated amount includes a fraction of a dollar, that fraction shall be dealt with as prescribed by the rules under this Act, and the calculated amount shall be adjusted accordingly.

TABLE

First Column	Second Column
Less than 5	Nil
5 or more but less than 10	5
10 or more but less than 15	10
15 or more but less than 20	15
20 or more but less than 25	20
25 or more but less than 30	25
30 or more but less than 35	30
35 or more but less than 40	35
40 or more but less than 45	40

45 or more but less than 50	45
50 or more but less than 55	50
55 or more but less than 60	55
60 or more but less than 65	60
65 or more but less than 70	65
70 or more but less than 75	70
75 or more but less than 80	75
80 or more but less than 85	80
85 or more but less than 90	85
90 or more but less than 95	90
95 or more	95

- (7) Where by reason of subsection (3) there is insufficient money for payment of the dividends in respect of the event or contingency in respect of which a totalizator was used, the deficiency shall be paid by TAB.

APPENDIX 2 - BAD SALES

Determination under clause 2.6.5(b)(iii)

Adjustment for late cancellation of bets (bad sales) made in accordance with rule 2.6.5 "Cancellation for errors on betting tickets" actioned after close of betting and transmission of final collations to TAB and up to the declaration of "all clear" or "correct weight", will be accepted on the condition that such bad sales are not less than the following amounts for any one bet:

Win and Place - \$200.00

Quinella, Exacta, Duet & Doubles - \$ 50.00

Trio, Trifecta, First 4, Quaddie, BIG6, &, FootyTAB — No Limit

APPENDIX 3- SELECTION NUMBERS AND SCORE RANGES FOR DECLARED EVENTS TOTALIZATOR

NRL PICK THE MARGINS

SELECTIONS	HOME TEAM TO WIN/LEAD BY	SELECTIONS	AWAY TEAM TO WIN BY
1	Score Range 1 - 12	4	Score Range 1 - 12
2	Score Range 13+	5	Score Range 13+
3	DRAWN GAME/TIED SCORES		

AFL WIN

SELECTIONS	HOME TEAM TO WIN/LEAD 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+

AFL DOUBLE, AFL XTRA DOUBLE, AFL HALF/FULL DOUBLE, AFL HALF/FULL XTRA DOUBLE, AFL QUAD AND AFL QUARTER QUAD

SELECTIONS	HOME TEAM TO WIN/LEAD BY	SELECTIONS	AWAY TEAM TO WIN BY
1	Score Range 0 - 12	9	Score Range 0 - 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	16	

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