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**RULES RELATING TO BETTING TRANSACTIONS  
IN VICTORIA**

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## 1. INTERPRETATION

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

**"Account"** means a facility that allows an identified Investor to establish a Credit Balance to be used for betting purposes and the credit of winnings and which allows deposits and withdrawals.

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Commission"** means the statutory deduction under the Act to be deducted from the amount paid into a Totalisator and expressed as the maximum commission percentage to be deducted for each bet type, including the International Pooled Bet type in the Totalisator Maximum Commission Deductions and Win Rates Table as referred to in appendix A.

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

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

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

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

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

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

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

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

**"Flexi Bet"** means a bet on a type of totalisator as described in Rule 13.3(a) where the amount of the investment on each combination covered by the bet is a percentage of the unit of Investment.

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

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

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

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

**“Internet Betting Confirmation Screen”** means the screen seeking confirmation from the Investor that the details that the Investor has entered are correct.

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Parlay Investment”** is an Investment in respect of which any resultant Dividend or Refund shall be re-invested in a subsequent Totalisator or Totalisators at the same Meeting in accordance with the Investor’s irrevocable instructions given at the time of Investment and **“Parlay Re-investment”** is the amount of Dividend or Refund re-invested in a Totalisator in accordance with an Investor’s irrevocable instructions, provided that where the Formula Number denoted by the Investor is “1” the Investment does not result in any re-investment.

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

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

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

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

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

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

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

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

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

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

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

**"Sports Totalisator"** means a Totalisator conducted pursuant to the Act, and for the purpose of these Rules includes FootyWin, Footy Double, Footy Xtra Double, Half /Full Double, Half /Full Xtra Double, Quad, Quarter Quad, Tip 7, and, Tip 8.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.1. The purpose of these Rules is to make provision for the management and control of Totalisators and the conditions under which Transactions will be conducted at or through Totalisator Offices and for matters incidental to the operation of the Act.
- 2.2. A copy of these Rules shall be exhibited in each Cash Outlet in a position readily accessible to the public.

- 2.3. These Rules shall apply to all Transactions conducted at or through a Totalisator Office.

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

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

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

**3.2. PERSONS PROHIBITED FROM INVESTING**

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

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

- (a) Investments at or through any Totalisator Office will be accepted only for such Events or Meetings as the Betting Operator shall from time to time direct.

- (b) The Betting Operator or the person in charge at any Totalisator Office shall be entitled to reject part or all of any Investment at any time and without giving any reason.
- (c) The Betting Operator or the person in charge at any Totalisator Office shall be entitled to decline to cancel part or all of any Investment at any time where in the sole opinion of the Betting Operator or such person it would be detrimental to the Betting Operator, its customers or its operations to allow the Investor to cancel the Investment.

#### 3.4. UNIT OF INVESTMENT

Except in the case of Flexi Bets:

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

#### 3.5. FLEXI BETS

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

#### 3.6. DIVIDENDS

- (a) The Dividend calculated and declared on the Betting Operator's computer system shall be for an Investment of one (1) base unit.

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

### 3.7. **BET TYPES**

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

- and other than in the case of draw Selections shall also attain a specified Score Range in respect of those parts of the Event.
- (j) **"Place Bet"** is an Investment on an Event which in the case of a field that, as at the time of final Scratchings on the Event notwithstanding any late Scratching, consists of 8 or more or 5 - 7, requires the Selection to finish in the first three or first two places respectively. It is not available if the field is 4 or less.
  - (k) **"Quad"** is an Investment on four Events on the chance that a combination of four Selections shall be the winners of those Events or draw those Events and in the case of the winners shall also attain a specified Score Range in respect of each Event.
  - (l) **"Quaddie"** is an Investment on four Events at the same Meeting with no Brackets on the chance that a combination of four Selections shall fill first places in those Events.
  - (m) **"Quarter Quad"** is an Investment on four parts of an Event on a chance that a combination of four Selections shall be correct in respect of those parts of that Event and other than in the case of draw Selections shall also attain a specified Score Range in respect of those parts of the Event.
  - (n) **"Quinella"** is an Investment on an Event on the chance that a combination of two Selections shall fill first and second places (irrespective of order) in that Event.
  - (o) **"Running Double"** is an Investment on two consecutive Events at the same Meeting on the chance that a combination of two Selections shall fill first places in those Events.
  - (p) **"Tip 7"** is an Investment on seven Events on the chance that a combination of seven selections shall be the winners of those Events.
  - (q) **"Tip 8"** is an Investment on eight Events on the chance that a combination of eight Selections shall be the winners of those Events.
  - (r) **"Trifecta"** is an Investment on an Event on the chance that a combination of three Selections shall fill first, second and third places in order in that Event.
  - (s) **"Win"** is an Investment on an Event on the chance that a Selection will fill first place in that Event.
  - (t) **"International Pooled Bet"** is an Investment on an Event in a bet type referred to in rule 3.7 as agreed between the Betting Operator and the operator in the foreign jurisdiction from time to time and notified to Investors prior to the commencement of the Event.

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

### 3.8. **LIMITATION OF BETTING OPERATOR'S LIABILITY**

The Betting Operator shall in no circumstances be liable for any loss or damage suffered or alleged to have been suffered by an Investor as a result of or arising out of or as a consequence of any of the following:

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

- (n) The disclosure of transactions on an Investor's Account or the accuracy thereof where that disclosure is made by the Betting Operator under the Act or any law.
- (o) Reliance upon any inaccurate statement made by the Betting Operator in respect of any matter relating to the Investor or to the Betting Operator or to any Selections except where that inaccuracy is due to the negligence of the Betting Operator and the Betting Operator has not taken reasonable steps to correct that inaccuracy.
- (p) Reliance upon any inaccurate statement made by a person other than the Betting Operator in respect of any matter relating to the Investor or to the Betting Operator or to any Selections.
- (q) Reliance upon any inaccurate statement made by any person whatsoever (including the Betting Operator) in respect of any matter relating to the Investor or to the Betting Operator or to any Selections where such statement is manifestly inaccurate.
- (r) Reliance upon any Form Guide or tipping displayed.
- (s) Unauthorised use of the Investor's Account.
- (t) Alleged inaccurate or omitted Internet Investment details where the Investor has confirmed the Investment Request in accordance with Rule 6.4(f).
- (u) Use of, participation in or inability to obtain access to the web-site for the purpose of making an Internet Investment.
- (v) The Investor's computer becoming infected with a virus as a result of connecting to the web-site of the Betting Operator.
- (w) The Internet Investment is not received and processed by the Betting Operator.
- (x) Access by the Investor to any web-sites via links from the web-site of the Betting Operator.

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

- (a) When the Betting Operator chooses to guest into a foreign jurisdiction (host) pool it will be responsible for transmitting all Investments on International Pooled Bets to the operator in the foreign jurisdiction for inclusion in the appropriate pools and to pay dividends to Investors.
- (b) The betting rules of the operator in the foreign jurisdiction will apply for Investments on International Pooled Bets and together with commission rates for International pooled Bets can be viewed on the Betting Operator's website – [www.tab.com.au](http://www.tab.com.au) or at retail agencies upon request.

### 3.10. SEEDED JACKPOTS

- (a) The Betting Operator may include a Seeded Jackpot amount in a Pool at the sole discretion of the Betting Operator.
- (b) Subject to 3.10(c), if a Pool includes a Seeded Jackpot amount and there is no winner, the Seeded Jackpot amount remains in the Pool and cannot be reclaimed by the Betting Operator .
- (c) In the event that all bets from the Pool that includes a Seeded Jackpot amount are refunded to Investors, the refunds will not include the Seeded Jackpot amount and the Betting Operator can reclaim the Seeded Jackpot amount.
- (d) The Seeded Jackpot amount included by the Betting Operator will form part of the total Dividend for that Pool.
- (e) The Betting Operator will advise Investors at least 72 hours before the Event to which the Seeded Jackpot Amount is applicable via the Betting Operators' sales channels, and in the media.
- (f) Where the Pool includes a Seeded Jackpot amount, this will be clearly presented to the Investor so that the Investor is aware of:
  - (i) the customer Investment amount in the Pool; and
  - (ii) the Seeded Jackpot amount.

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

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

### General

- 4.1. For the avoidance of doubt, as per rules 3.2(a), and 6.5(h), the persons listed at those rules are not authorised to open an Account.
- 4.2. An Account may be opened and a Card may be purchased for a minimum value determined by the Betting Operator from time to time.
- 4.3. For the purposes of opening an Account or purchasing a Card or a Betting Voucher, Investors must complete all documentation and provide all information required by the Betting Operator.
- 4.4. A receipt will be given for the funds then deposited. Unless the amount of any deposit is a multiple of five (5) cents, the deposit will be rounded down to the nearest five (5) cents.

### Provisions Relating to Accounts and Cards

- 4.5. An authority will be issued to the value of the deposit to those Investors who the Betting Operator approve may open an Account.
- 4.6. An Investor who is approved as an Account holder may be required to provide a PIN for an Account
- 4.7. Subject to Rule 4.3 an Account may be opened or a Card purchased with:
- (a) Cash, or
  - (b) Travellers' cheques or cheques made payable to the Betting Operator, or
  - (c) Betting Vouchers issued by the Betting Operator, or
  - (d) Electronic transfer of funds
- but no Investment or withdrawal of funds against deposits referred to in Rule 4.7(c) will be accepted up to seven (7) banking days after the deposit and provided the Betting Operator has not received notice of dishonour.
- 4.8. The Betting Operator shall be entitled to refuse any application for an Account without providing a reason for refusal.
- 4.9. A separate record will be kept of each Account Card and of transactions made against it.
- 4.10. The records referred to at Rule 4.8 will be retained:
- (a) in the case of computerised Account records for a period of twelve (12) months;
  - (b) in the case of computerised Card records for a period of not less than three (3) months;
  - (c) in the case of voice-tape records, for a period of fourteen (14) days;
- after the date of the transactions concerned.
- 4.11. Statements detailing the transactions made using an Account will only be forwarded upon the request of the Investor and will be subject to such charges as are nominated from time to time by the Betting Operator.
- 4.12. An Account holder must notify the Betting Operator in writing of a change of name and/or address within fourteen (14) days of the change.
- 4.13. Subject to these Rules an Account holder may withdraw any part of the Credit Balance from or close an Account and receive any Credit Balance upon:
- (a) presentation of the Account Card to the Betting Operator and upon provision of the appropriate PIN; or

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

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

- 4.14. The Betting Operator may in its absolute discretion close any Account without giving reasons and without prejudice to the generality of the foregoing may exercise such discretion if:
- (a) the Account has not been operated for at least twenty-four (24) months or has a zero balance provided that before any Account is closed pursuant to this sub-rule, the Betting Operator shall provide three (3) months written notice to the Account holder of its intention to do so;
  - (b) the Account has been operated in breach of any Rules or policies made by the Betting Operator;
  - (c) more than one of the same type of Account is opened for the same person;
  - (d) incomplete or inaccurate details are given on the application form for the opening of the Account; or
  - (e) the Account holder has breached any law which in the reasonable opinion of the Betting Operator would warrant the closure of the Account.
- 4.15. Upon the closure of an Account pursuant to Rule 4.13 the Betting Operator shall transfer any Credit Balance to the bank account nominated by the Account holder on the original application form or as may have been notified to the Betting Operator.
- 4.16. In the event that the bank account referred to in Rule 4.14 is no longer open, the Betting Operator shall take such steps as it shall consider reasonable to obtain an address for settlement of the Account and shall in any event serve written notice on the Account holder at the address last notified to the Betting Operator that the bank account has been closed and that the Credit Balance of the Account if not claimed by the Account holder within a period of not less than 12 months shall be treated as unclaimed moneys for the purpose of any applicable legislation (including the Unclaimed Moneys Act 1962 (Victoria)).
- 4.17. Subject to these Rules and any statutory requirement an Account holder may close an Account upon written request.
- 4.18. Upon closure pursuant to Rule 4.16 the Betting Operator shall transfer any Credit Balance to the address last notified to the Betting Operator by the Account holder.

- 4.19. Cards shall be transferable and shall only be valid for seven (7) days from the date of purchase. Any Credit Balance on a Card during the period of validity shall be paid to the bearer of the Card upon presentation for payment to the Betting Operator.
- 4.20. At the expiration of the period of validity any Credit Balance on a Card may be claimed by the bearer for a period of twelve (12) months from the date of purchase of the Card by lodging a claim in the approved form with the Betting Operator.
- 4.21. In making payments under Rules 4.14, 4.17 and 4.19 the Betting Operator shall not be obliged or concerned to inquire as to the legal rights of the bearer of the Account Card or Card as the case may be or to the ownership or possession of the Account Card or Card as the case may be.
- 4.22. At the expiration of the period of twelve (12) months from the date of purchase of the Card the Credit Balance of an unrepresented Card shall be forfeited to the Betting Operator or disposed of in accordance with any applicable legislation.
- 4.23. If an Account does not have any Investments recorded against it for a period of six (6) months or more, or if an Account is used predominantly for a purpose of other than placing Investments, the Betting Operator may charge against the credit balance of the Account a monthly account management fee, the amount of which shall be determined by the Betting Operator, for a maximum of eighteen (18) months or until the account balance is zero, whichever occurs first, provided that before any monthly account management fee is charged pursuant to this Rule the Betting Operator shall provide thirty (30) days written notice to the Account holder of its intention to do so.

#### Provisions Relating to Betting Vouchers

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

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

- 5.1. Subject to Rule 5.2, the close of sales for Investments on an Event is the start of the Event.
- 5.2. The Betting Operator may at its option close selling on an Event before the start of the Event (whether that is at, before or after the Advertised Starting Time of the Event) and without limiting the generality of the foregoing may do so in cases of systems, communication or equipment malfunction or where the Event starts on a day or at a time on which the Betting Operator is not accepting Investments.

- 5.3. The Betting Operator may at its option re-open selling on an Event which it has previously closed in accordance with Rule 5.2 or in the case of an Event which is re-run.
- 5.4. Any Investments accepted by the Betting Operator after the start of an Event shall be void and will be refunded to Investors.
- 5.5. It is the responsibility of an Investor to allow sufficient time for the placing and processing of the Investment before the close of sales on an Event.
- 5.6. If any of the Events selected to form part of a Multi-leg Pool are abandoned, selling on that Multi-leg Pool must cease.

## **6. PLACING OF INVESTMENTS**

### **6.1. GENERAL CONDITIONS**

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

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

- (a) Subject to any specific instruction or direction contained in these Rules, the Betting Operator will ensure that adequate instructions and/or directions are made available to Investors on how to operate a Self Service Terminal.
- (b) Investors shall only operate a Self Service Terminal in accordance with the instructions referred to in Rule 6.2(a) and/or any applicable supplementary rules.
- (c) An Investor shall bring to the prompt attention of the Betting Operator any incorrect operation or failure to operate of a Self Service Terminal.
- (d) Investments using a Self Service Terminal may only be made using Betting Vouchers, bank notes or an Account Card against a Credit Balance as payment for Investments.

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

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

- (a) In Cash Outlets, only Betting Vouchers, bank notes and coins, or an Account Card against a Credit Balance will be accepted as payment for Investments.
- (b) Betting Account Investments may only be made against a Credit Balance.
- (c) Postal Investments may only be made against a Credit Balance and by prior arrangement with the Betting Operator in accordance with instructions issued by the Betting Operator.
- (d) Before an Investment can be accepted the Investor must indicate clearly the Account Number and PIN of a Betting Account (if applicable) and the Meeting, Event, Selection, Bet Type, the amount of the Investment and such other information as may be required by the Betting Operator to identify the Investment to be made.
- (e) The Betting Operator shall provide the Investor with confirmation of the Investment:
  - (i) In the case of a Betting Account Investment, by calling back the Investment details recorded against the Investor's Account; and
  - (ii) in the case of Cash Outlets, by the issue of a Ticket bearing the Investment details.
- (f) Subject to the provisions of Rule 8.1 the Investor shall be deemed to accept the Investment confirmed to him, unless:
  - (i) In the case of a Betting Account Investment, the Investor corrects any error or omission at the conclusion of the call

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

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

- (a) Internet and Enhanced Pay TV Betting Service Investments may only be made by use of an Account against a Credit Balance.
- (b) To activate an existing Betting Account to allow placement of Investments on the Internet, or through the Enhanced Pay TV Betting Service, an Investor shall provide his or her Account Number, his or her PIN (which relates to the Account selected) and an alphanumeric Password nominated by the Investor. The Investor shall then confirm his or her Password by re-typing it in the Password confirmation box.
- (c) For every subsequent Internet Investment, the Investor shall be required to enter his or her Account Number and Password.

- (d) An Investor shall satisfy himself or herself that all the details recorded on the Internet or Enhanced Pay TV Betting Confirmation Screen, including but not limited to the details in the Investment Request, are correct.
- (e) The Investment is not sent to the Betting Operator until it is confirmed by the Internet or Enhanced Pay TV Investor on the Confirmation Screen by clicking the appropriate button on that screen or pressing the appropriate button on the remote control device used to operate the Enhanced Pay TV Betting Service.
- (f) In accordance with Rule 8, an Investment may not be cancelled after it has been accepted by the Betting Operator.
- (g) The Investment contained in the Investment Request shall be accepted and confirmed by the Betting Operator upon allocation by the Betting Operator of a Ticket Serial Number to the Investment.
- (h) The Betting Operator will make reasonable endeavours to notify the Investor of confirmation of the Investment by issuing to the Investor an Internet or Enhanced Pay TV Betting Receipt.
- (i) If the Investor does not receive an Internet or Enhanced Pay TV Betting Receipt in respect of an Investment, the Investor may request by telephone or in writing and the Betting Operator shall provide confirmation of the Investment.
- (j) If the Investor receives an Internet or Enhanced Pay TV Betting Receipt that does not match the Investment Request confirmed by the Investor, the Investor may make a claim in relation to the Investment, provided such claim is rendered to the Betting Operator in writing within fourteen (14) days of the date of placing of the Investment by the Investor.
- (k) An Investment is considered valid when it is accepted and confirmed by the Betting Operator in accordance with Rule 6.4(g) regardless of whether the Investor receives an Internet or Enhanced Pay TV Betting Receipt.

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

- (a) The Investor is responsible for ensuring that the Investor's Password, PIN and other pieces of personal information that the Betting Operator may use to verify the Investor's identity are kept secret.
- (b) The Investor is responsible for transactions relating to his or her Account. Except for the circumstances outlined herein the Betting Operator accepts no responsibility for disputed transactions or for transactions made by the Investor on his or her Account.
- (c) The records of the Betting Operator shall be conclusive evidence of and be deemed to be the true and correct record of all Internet or

Enhanced Pay TV Betting Service Investments. Computer printouts and other records provided by the Investor shall not be accepted as evidence of Internet Investments.

- (d) The Betting Operator may cease to provide access to an Investor to the web-site or through the Enhanced Pay TV Betting Service of the Betting Operator to make Internet or Enhanced Pay TV Betting Service Investments at any time. This may be done without notice to the Investor.
- (e) The Investor warrants that all information provided by him or her on the web-site or on the Enhanced Pay TV Betting Service of the Betting Operator shall be true and correct and that he or she will immediately notify the Betting Operator of any change to the information.
- (f) The Investor agrees to the use by the Betting Operator of the information provided by the Investor on the web-site or through the Enhanced Pay TV Betting Service for any purpose relating to the opening of an account, the activation of Internet or Enhanced Pay TV Betting Service access, the making of Internet or Enhanced Pay TV Betting Service Investments, for marketing purposes (subject to any privacy requirements) or as required by law.
- (g) The Betting Operator may change the information or the format of the information on the web-site or the Enhanced Pay TV Betting Service of the Betting Operator at any time without notice to the Investor.
- (h) By making an Investment via any means of communication provided by the Betting Operator, the Investor warrants that he or she is 18 years of age or over and that making of the Investment does not violate any international, federal, state or local laws.
- (i) All odds information is approximate only and any other information displayed on the web-site or Enhanced Pay TV Betting Service is accurate to the best of the Betting Operator's knowledge.

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

### **7.1. GENERAL**

- (a) Subject to these Rules any Dividend won by or Refund made to an Investor shall be paid to that Investor in the Betting Operator's sole discretion either in cash, by cheque or Betting Voucher or by the crediting of the value of the Dividend or Refund to an Account or Card.
- (b) The Betting Operator shall not be obliged to make payment of any Dividend or Refund until an Investor has provided any documentation and information as the Betting Operator may reasonably require.

- (c) The Betting Operator will use its best reasonable endeavours to ensure that Dividends will be available for payment or crediting immediately after the official result of an Event is received by it.
- (d) Notwithstanding Rule 7.1(c), if the Betting Operator's offices are not open at the time a Dividend or Refund is determined or if unforeseen circumstances arise, determination of the Dividend and/or payout may be delayed at the sole option of the Betting Operator.
- (e) Any Dividend or Refund miscalculated by the Betting Operator shall be void and the incorrect amount of the Dividend or Refund shall be treated as a debt owed by or credit due to the Investor, as the case may be, and the Betting Operator reserves the right to make appropriate amendments to Investor's Accounts and Cards without notice to Investors.
- (f) If the official results of any Event are amended by the Controlling Body after Dividend declaration and commencement of payment, then the original Dividend will stand and no other Investors will be entitled to a Dividend.
- (g) In a **Two Place Dividends Race** the Pool shall be divided into two equal parts one of which shall be divided amongst the Investors on the winner and the other amongst the Investors on the second placing.
- (h) In a **Three Place Dividends Race** the Pool shall be divided into three equal parts and one part shall be divided amongst the Investors on the winner, one part amongst the Investors on the second placing and the remaining part amongst the Investors on the third placing.
- (i) The **Duet** Pool shall be divided into three equal parts and one part shall be divided amongst the Investors on the combination of the winner and second placing, one part amongst Investors on the combination of the winner and third placing with the remaining part amongst the Investors on the combination of second and third placings.
- (j) For the purpose of calculation of **BIG6** dividends:
  - (i) any single Investment shall not be entitled to more than one Dividend; and,
  - (ii) any single Investment which contains the numbers of winning Selections required for more than one Dividend level set out in Rule 15 shall be entitled to only that Dividend which corresponds with the highest number of winning Selections contained in the Investment.
  - (iii) In any BIG6 Event, the Dividend will be declared at the completion of the last Event run.
- (k) Subject to Rules 7.1(k)(ii) and 16:

- (i) Where, in relation to a part of the **Place Pool** or **Duet Pool**, the amount required to return the Minimum Dividend exceeds the total of:
  - (A) that part; and
  - (B) the Commission deducted in respect of the **Place Pool** or **Duet Pool** concerned-

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

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

**7.2. CREDITING AND PAYMENT OF DIVIDEND AND REFUNDS, CLAIMS PROCEDURE**

- (a) Subject to Rule 7.1(c), Dividends and Refunds will be credited to Accounts and Cards available for payment in Cash Outlets as soon as practicable after they are determined.
- (b) For the purpose of the payment of dividends or redemption of vouchers in a Cash Outlet by way of cheque, and withdrawals from an Account by way of cheque, the amount of the cheque to be drawn by the Betting Operator will be rounded up or down to the nearest five (5) cents as follows:

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

- (c) The following provisions apply to the payment of Dividends and Refunds in Cash Outlets:
  - (i) Subject to Rule 7.2(c)(iii) the appropriate ticket must be presented when collecting any dividend or refund due in respect of an Investment.

- (ii) Dividends may only be collected for a period of not less than twelve (12) weeks after the Event is decided.
- (iii) Notwithstanding the presentation of the appropriate Ticket, if the records of the Betting Operator indicate that the dividend or refund due in respect of the Ticket has previously been paid then such records shall be conclusive and no further dividend or refund shall be payable in respect of that Ticket.

#### Claims

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

to comply with the Investor's instructions shall be refunded or credited to the Investor to the extent that such Investment exceeds the winnings payable to the Investor in respect of that Investment.

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

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

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

Where the total of Flexi Bet Enabled Pool Investments for each Dividend level where a Dividend is to be paid ("winning Trifecta combination", "winning First 4 combination", "winning Quaddie combination", or "winning **BIG6**

combination for each Dividend level” as the case may be) is less than a unit of Investment:

- (i) only the amount of the Flexi Bet Enabled dividend pool for each Dividend level determined in accordance with the following formula will be distributed amongst the investors on the winning combination for each Dividend level:

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

where:

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

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

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

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

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

$$t = di - da$$

where:

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

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

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

## 8. CANCELLATION OF INVESTMENTS

- 8.1. Subject to the exceptions set out in Rules 3.3(c), 8.2, 8.3, 8.4, 8.6 and 9, an Investor may cancel an Investment and obtain a Refund of that Investment at any time prior to the close/sell time of the Event concerned.
- 8.2. If an Investment is for **Win, Place, Quinella, ExactaDuet, Trifecta, First 4, Double, Quaddie** or **BIG6** Bet Types or for a Sports Totalisator, an Investor may only cancel that Investment:

- (a) In the case of Investments made through a human operator in a Cash Outlet:
- (i) If the Investment:
- (A) relates to the first race of a meeting; or
- (B) is for a Double, Quaddie or **BIG6** and the first leg relates to the first race of a meeting;
- up to thirty (30) minutes prior to the Advertised Starting Time of the Event, the Investment may be cancelled at the place of issue at any time;
- (ii) If the Investment:
- (A) relates to the first race of the meeting; or
- (B) is for a Double, Quaddie or **BIG6** and the first leg relates to the first race of the meeting;
- within thirty (30) minutes of the Advertised Starting Time of the Event to which the Investment relates, the Investment may be cancelled at the place of issue at the first practical moment immediately following the discovery of an error made by either the Betting Operator or the Investor provided that the error is brought to the attention of the Betting Operator within two (2) minutes of the time the Investment was originally made, or a lesser time as determined by the Betting Operator, or close sell time, whichever occurs first;
- (iii) If the Investment:
- (A) relates to any other race of a meeting; or
- (B) is for a Double, Quaddie or **BIG6** and the first leg relates to any other race of a meeting;
- up until the actual start of the previous race at that meeting, the Investment may be cancelled at the place of issue at any time;
- (iv) If the Investment:
- (A) relates to any other race of the meeting after the actual start of the previous race to which the Investment relates; or
- (B) is for a Double, Quaddie or **BIG6** and the first leg relates to any other race of the meeting after the actual start of the previous race to which the Investment relates;

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

- (v) If the Investment:
  - (A) relates to an Event where the previous race has been abandoned; or
  - (B) is for a Double, Quaddie or **BIG6** and the first leg relates to an Event where the previous race has been abandoned;

up until the Advertised Race Start Time of the previous Event at that meeting, the Investment may be cancelled at the place of issue at any time;

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

- (b) The Betting Operator must provide reasonable notice to Investors before implementing any new "lesser time" cancellation period referred to in Rules 8.2(a)(i), 8.2(a)(iv) and 8.2(a)(vii).
- (c) In the case of a Betting Account Investment made through a human operator, before the conclusion of the telephone call during which the Investment was originally made, or before any further Investment is made, whichever occurs first.

[In the cases referred to in 8.2(a)(i), 8.2(a)(iv), 8.2(a)(vii) and 8.2(c) the investment details may be corrected, but a refund may not be obtained];

- 8.3. Investments on a **Feature Double** may not be cancelled, nor may any Refunds be made.

- 8.4. Internet and Enhanced Pay TV Betting Service Investments may not be cancelled after the Investment has been accepted by the Betting Operator.
- 8.5. Investments made through a Self-Service Terminal in a Cash Outlet may only be cancelled in accordance with this rule at the Cash Outlet where the Investment was issued with the assistance of staff at the Cash Outlet.
- 8.6. Betting Account Investments which are transacted using interactive voice response or natural language speech recognition technology may not be cancelled after the Investment has been accepted by the Betting Operator.

## 9. SCRATCHINGS AND SUBSTITUTES

- 9.1. Subject to the exceptions set out in Rule 9.2, if a Selection is Scratched, an Investor is entitled to a refund of that Investment.

### 9.2. **DOUBLE, QUADDIE, AND BIG6**

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

### 9.3. **DETERMINATION OF SUBSTITUTE**

- (a) Where the Betting Operator receives **Win** Investments on a Selection Scratched from an Event in any **Double, Quaddie, or BIG6**, these latter Investments shall be deemed to be Invested on the Selection which has the greatest relative amount of money invested on it on the Betting Operator's **Win** Pool after all Investments have been received and collated following the close/sell time of the Event concerned.
- (b) Where two or more Selections are equally determinable as provided in Rule 9.3(a), the Selection bearing the lowest List Number shall be deemed to be the substitute Selection for that Event.
- (c) For the purpose of this Rule 9.3, any determination made by the Betting Operator as to the Competitor to be substituted for a Scratched Selection in any Event shall be final and conclusive.

### 9.4. **FIELD SELECTIONS**

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

Selections that are so scratched shall be deemed to be Invested on the substitute determined in accordance with Rule 9.3.

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

10.1. For the purposes of this Rule 10, a draw Selection in a Sports Totalisator is not a Score Range for the purposes of Dividend determination.

10.2. For the purpose of Pools of the following Bet Types

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

**Win – 2**

**Place – 5**

**Quinella – 3**

**Exacta – 2**

**Duet – 8**

**Trifecta – 3**

**First 4 - 4**

**Double – 2**

**Quaddie – 2**

**BIG6 – 2**

other Racing Totalisators – 1

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

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

**10.5. DOUBLE**

- (a) Where any Event in a **Double** is cancelled, abandoned or declared a no-race as appropriate irrespective of whether the no-race is re-run, all Selections on that Event shall be deemed to be winners and the **Double** Pool shall be divided in accordance with Rules 10.5(c).
- (b) Where the first and second Events of a **Double** are abandoned all Investments on that **Double** shall be refunded.

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

If there are no Investors on any of the combinations referred to in Rules 10.5(c) and 10.5(d) the Pool for that **Double** shall be refunded to the Investors.

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

- (a) Where any Event in a **Quaddie, , BIG6, Quad, Tip 7 or Tip 8** is cancelled, abandoned or declared a no-race as appropriate irrespective of whether the no-race is re-run, all Selections on that Event shall be deemed to be winners and:
- (i) the **Quaddie**, and **BIG6** Pools shall be divided on that basis;
  - (ii) the **Quad, Tip8, and Tip7** Pools shall be divided in accordance with Rule 13 .
- (b) Where:
- (i) all Events or a round in an Event in a **Quaddie, Quad, Tip 7 or Tip 8**; or,
  - (ii) four or more Events in a **BIG6**
- are cancelled, postponed or abandoned all Investments on that Event or that round shall be refunded.
- (c) Investments referred to in Rule 10.6(b) shall not in respect of **Quaddie, , BIG6, Quad, Tip 7 or Tip 8** include any money carried forward from a previous **Quaddie, , BIG6, Quad, Tip 7 or Tip 8**,

but shall be added to and form part of a subsequent **Quaddie, , BIG6, Quad, Tip 7 or Tip 8** Pool.

#### 10.7. **FOOTY DOUBLE AND FOOTYXTRA DOUBLE**

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

#### 11. **PARLAY INVESTMENTS**

- 11.1. Subject to other provisions within these Rules **Parlay Investments** shall be accepted with any resultant Dividends or Refunds being re-invested in accordance with Investor's irrevocable instructions given at the time of Investment.
- 11.2. Investments will be accepted for Selections in the Events nominated by the Investor with instructions as determined by the **Formula Number** to transfer any resultant Dividends or Refunds from an Event to Selections in up to five subsequent Events at the same Meeting.
- 11.3. Under no circumstances can Investments be cancelled or changed after sales have closed for the first Event of a **Parlay Investment**.
- 11.4. If any Selection on a **Parlay Investment** is Scratched, the Investor's Investment will be carried forward to the next Event nominated by the

Investor, or paid to the Investor if that Event is the final Event of the **Parlay Investment**.

- 11.5. If any Event carrying an **Parlay Investment** is cancelled, abandoned, postponed or declared a no-race (whether or not it may be re-run later in a program), Investments shall be carried forward to the next Event nominated by the Investor or paid to the Investor if that Event is the final Event of the **Parlay Investment**.

## 12. DEAD HEATS

### 12.1. WIN

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

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

### 12.2. PLACE

#### (a) TWO PLACE DIVIDENDS RACE

Subject to Rules 7.1(k) and 16,

- (i) In the event of a dead heat for first place -
  - (A) the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
  - (B) each part so determined shall be treated separately; and
  - (C) Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.
- (ii) Where two or more Selections run a dead heat for second place -
  - (A) one half of the Pool shall be divided amongst the Investors on the winner;
  - (B) one half of the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
  - (C) each part determined as described in subparagraph (B) shall be treated separately and Dividends shall be calculated by dividing each

part amongst the Investors on that backed Selection.

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

(b) **THREE PLACE DIVIDENDS RACE**

Subject to Rules 7.1(k) and 16, if

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

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

### 12.3. **QUINELLA**

Subject to Rule 16,

- (a) If two Selections run a dead heat for first place the Pool shall be divided amongst the Investors on the combination of the two Selections running the dead heat.

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

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

#### 12.4. **DOUBLE**

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

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

#### 12.5. **TRIFECTA**

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

- (a) the Pool shall be divided into as many equal parts as there are combinations running the dead heat;
- (b) each part so determined shall be treated separately;
- (c) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and
- (d) each unbacked combination is transferred to the Trifecta jackpot pool conducted on the Succeeding Trifecta Event.

#### 12.6. **QUADDIE**

Subject to Rule 16:

- (a) Subject to 12.6(b) where as the result of a dead heat in any Event in a **Quaddie** Investors on two or more combinations become entitled to a Dividend -
  - (i) the Pool shall be divided into as many equal parts as there are combinations;
  - (ii) each part so determined shall be treated separately;
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and
  - (iv) each unbacked combination is transferred to the Quaddie jackpot pool conducted on the Succeeding Quaddie.
- (b) Where in an Event a dead heat occurs which results in there being more than eight winning combinations in a **Quaddie** , for the purpose of the declaration of Dividends -
  - (i) that Event and any subsequent Event in that **Quaddie** shall not be taken into account;
  - (ii) the Pool shall be divided into as many equal parts as there are winning combinations in the Events being taken into account;
  - (iii) each part so determined shall be treated separately;
  - (iv) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and
  - (v) each unbacked combination is transferred to the Quaddie jackpot pool conducted on the Succeeding Quaddie.

#### 12.7. **EXACTA**

Subject to Rule 16,

- (a) If two Selections run a dead heat for first place the Pool shall be divided amongst the Investors on the combination of, in either order, the two Selections running the dead heat.
- (b) If the combinations referred to in Rule 12.7(a) are not backed
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat and the third placing;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (c) If the combinations referred to in Rules 12.7(a) and 12.7(b) are not backed –
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, the third placing and one of the selections running the dead heat;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (d) If the combinations referred to in Rule 12.7(a) are not backed and there is a dead heat for third place –
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for first place and one of the Selections running the dead heat for third place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (e) If the combinations referred to in Rules 12.7(a) and 12.7(d) are not backed –
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for third place and one of the Selections running the dead heat for first place;
  - (ii) each part so determined shall be treated separately; and

- (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (f) If three or more Selections run a dead heat for first place –
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in either order, any two Selections running the dead heat;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (g) If two or more Selections run a dead heat for second place-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, the winner and one of the Selections running the dead heat for second place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (h) If the combination referred to in Rule 12.7(g) is not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for second place and the winner;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (i) If the combinations referred to in Rules 12.7(g) and 12.7(h) are not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in either order, any two Selections running the dead heat;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (j) If the combination of the winner and the second placing in that order is not backed and two or more Selections run a dead heat for third place-

- (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, the winner and one of the Selections running the dead heat for third place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (k) If the combination referred to in Rule 12.7(j) is not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for third place and the winner;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (l) If the combinations referred to in Rules 12.7(j) and 12.7(k) are not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, the second placing and one of the Selections running the dead heat for third place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (m) If the combinations referred to in Rules 12.7(j), 12.7(k) and 12.7(l) are not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for third place and second placing;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (n) The Pool shall be refunded to the Investors if none of the alternative combinations referred to in Rule 12.7 have been selected.

**12.8. TIP 7 AND TIP 8**

Subject to Rule 16,

- (a) Where in an Event a draw occurs, both Competitors shall be deemed as winners for the purposes of determining which Selections are the Winning Team. Subject to Rule 12.8(b), where as the result of a draw in any Event in a **Tip 7** or **Tip 8** Investors on two or more combinations become entitled to a Dividend-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations;
  - (ii) each part so determined shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (b) Where draws occur in more than four Events resulting in there being more than sixteen potential winning combinations in a **Tip 7** or **Tip 8** for the purpose of declaration of Dividends the Pool shall be divided equally amongst the Investors on each backed combination.

#### 12.9. **FOOTYWIN**

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

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

#### 12.10. **DUET**

Subject to Rules 7.1(k) and 16, if

- (a) three or more Selections run a dead heat for first place the Pool shall be divided amongst the Investors on the combinations of any two of the Selections running the dead heat;
- (b) three or more Selections run a dead heat for first place and one or more of the combinations referred to in Rule 12.10(a) is not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of any two of the Selections running the dead heat;
  - (ii) each part so determined shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (c) two Selections run a dead heat for first place-

- (i) one third of the Pool shall be divided amongst the Investors on the combination of the two Selections running the dead heat;
  - (ii) one third of the Pool shall be divided amongst the Investors on the combination of one of the Selections running the dead heat and the third placing; and
  - (iii) one third of the Pool shall be divided amongst the Investors on the combination of the other Selection running the dead heat and the third placing;
- (d) two Selections run a dead heat for first place and one or more of the combinations referred to in Rule 12.10(c) is not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations;
  - (ii) each part so determined shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (e) two Selections run a dead heat for first place and two or more Selections run a dead heat for third place:
  - (i) one third of the Pool shall be divided amongst the Investors on the combination of the two Selections running the dead heat for first place;
  - (ii) one third of the Pool shall be divided into as many equal parts as there are combinations of one of the Selections running the dead heat for first place and any one of the Selections running the dead heat for third place;
  - (iii) one third of the Pool shall be divided into as many equal parts as there are combinations of the other Selection running the dead heat for first place and any one of the Selections running the dead heat for third place; and
  - (iv) each part as described in paragraphs 12.10(e)(ii) and (iii) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on the combination of one of the winners and any one of the Selections running the dead heat for third place.
- (f) two Selections run a dead heat for first place and two or more Selections run a dead heat for third place and one or more of the combinations referred to in Rule 12.10(e) is not backed
  - (i) that part of the Pool shall be divided into as many equal parts as there are backed combinations;

- (ii) each part determined as described in paragraph (i) shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each such part amongst the Investors on each backed combination.
- (g) three or more Selections run a dead heat for second place
  - (i) two thirds of the Pool shall be divided amongst the Investors on the combination of the winner and any one of the Selections running the dead heat;
  - (ii) one third of the Pool shall be divided into as many equal parts as there are combinations of any two of the Selections running the dead heat; and
  - (iii) each part as described in paragraph (ii) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on the combination of any two of the Selections running the dead heat.
- (h) three or more Selections run a dead heat for second place and one or more of the combinations referred to in Rule 12.10(g) is not backed-
  - (i) that part of the Pool shall be divided into as many equal parts as there are backed combinations;
  - (ii) each part so determined shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (i) two Selections run a dead heat for second place
  - (i) one third of the Pool shall be divided amongst the Investors on the combination of the winner and one of the two Selections running the dead heat;
  - (ii) one third of the Pool shall be divided amongst the Investors on the combination of the winner and the other Selection running the dead heat; and
  - (iii) one third of the Pool shall be divided amongst the Investors on the combination of the two Selections running the dead heat;
- (j) two Selections run a dead heat for second place and one or more of the combinations referred to in Rule 12.10(i) is not backed-
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations;
  - (ii) each part so determined shall be treated separately; and

- (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (k) two or more Selections run a dead heat for third place
  - (i) one third of the Pool shall be divided amongst the Investors on the combination of the winner and the second placing;
  - (ii) one third of the Pool shall be divided into as many equal parts as there are combinations of the winner and any one of Selections running the dead heat;
  - (iii) one third of the Pool shall be divided into as many equal parts as there are combinations of the second placing and any one of the Selections running the dead heat; and
  - (iv) each part as described in paragraphs (ii) and (iii) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on the combination of the winner or the second placing as the case may be and any one of the Selections running the dead heat.
- (l) two or more Selections run a dead heat for third place and one or more of the combinations referred to in Rule 12.10(k) is not backed-
  - (i) that part of the Pool shall be divided into as many equal parts as there are backed combinations;
  - (ii) each part determined as described in paragraph (i) shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each such part amongst the Investors on each backed combination.
- (m) the Pool shall be refunded to the Investors if none of the various alternative combinations referred to in this Rule 12.10 have been selected.

#### 12.11. **FIRST 4**

Subject to Rule 16

- (a) Subject to 12.11(b) where as the result of a dead heat in any Event in a **First 4** Investors on two or more combinations become entitled to a dividend –
  - (i) the Pool shall be divided into as many equal parts as there are winning combinations running the dead heat;
  - (ii) each part so determined shall be treated separately; and

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

#### 12.12. **BIG6**

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

### 13. **JACKPOTS AND COUNTBACKS**

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

#### 13.1. **NO INVESTMENT ON WINNER**

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

### 13.2. JACKPOTS

- (a) Subject to the exceptions contained in this Rule 13.2 and unless otherwise directed by the Victorian Commission for Gambling Regulation in the event of there being no Investor on the appropriate Selections for Quad, Quarter Quad, Quaddie, Tip 8, Tip 7, Footy Double and Footy Xtra Double, Half /Full Double and Half /Full Xtra Double, the various dividend levels of BIG6 set out in Rule 15 which form the total pool, Trifecta or First 4, the Pool may be added to a subsequent Pool of the same type. In the case of BIG6 any addition to a subsequent Pool shall be to the Major Dividend of such pool for BIG6.
- (b) In the case of the First 4, Quaddie and BIG6 Jackpots, the Jackpot Allocation Table as set out in Clause 13.4 does not apply, but they are subject to the following:
  - (i) For Quaddie Jackpots, the Betting Operator may at its discretion transfer a Jackpot Amount to any Event within the respective code across any meeting class.
  - (ii) For First 4, the Betting Operator may at its discretion transfer a Jackpot amount to any Event within the respective code across any meeting class if that Jackpot occurs on the last race of that meeting.
  - (iii) For **BIG6**, the Betting Operator may at its discretion transfer a Jackpot Amount to any BIG6 Event across any code and any meeting class.
- (c) The Betting Operator will advise Investors at least 72 hours before the event of which the Jackpot allocations will be made of the First Four and Quaddie Jackpot allocations.

[deleted old Rule 13.3.2 Straight 6]

#### 13.2.1 QUAD

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

- (i) any three correct Selections and any other Winning Team;
- (ii) any two correct Selections and any other two Winning Teams;

- (iii) any one correct Selection and any other three Winning Teams;
- (iv) any four Winning Teams;

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

#### 13.2.2 **QUARTER QUAD**

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

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

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

#### 13.2.3 **QUADDIE**

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

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

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

#### 13.2.4 **TIP 8**

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

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

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

#### 13.2.5 **TIP 7**

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

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

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

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

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

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

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

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

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

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

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

#### 13.2.8 TRIFECTA

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

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

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

**13.2.9 BIG6**

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

13.3. The Betting Operator shall use reasonable endeavours to notify Investors if it exercises the discretion contained in Rules 13.2.1 to 13.2.9 to divide any of the various Pools according to the order of precedence set out in those Rules.

13.4. For the purpose of these Rules:

“Jackpot Allocation Table” means the following table:

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

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

MEETING CLASS	DEFINITION
NSW/ACT greyhound race	A greyhound race held in NSW or ACT.
VIC greyhound race	A greyhound race held in VIC.
TAS greyhound race	A greyhound race held in TAS.
QLD/NT greyhound race	A greyhound race held in QLD or NT.
SA greyhound race	A greyhound race held in SA.
WA greyhound race	A greyhound race held in WA.
International greyhound race	A greyhound race held outside Australia.

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

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

or if there is none

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

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

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

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

or if there is none

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

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

13.5. For each Trifecta Pool there shall be:

- (i) a Trifecta jackpot pool into which must be paid any amounts which, under Rules 7.3(ii), 12.5, 13.3 or 14.2, are required to be transferred to the Trifecta jackpot pool for that Event;
- (ii) a Trifecta dividend pool into which must be paid:

- (A) Trifecta Investments on that Event after the deduction of Commission and any Refunds; and
- (B) the amount (if any) transferred to the Trifecta jackpot pool for that Event.

13.6. For each Quaddie Pool there shall be:

- (i) a Quaddie jackpot pool into which must be paid any amount which, under Rule 7.3(ii), 12.6 or 13.3.2 are required to be transferred to the Quaddie jackpot pool;
- (ii) a Quaddie dividend pool into which must be paid:
  - (A) Quaddie Investments for that Quaddie after the deduction of Commission and any Refunds; and
  - (B) the amount (if any) transferred to the Quaddie jackpot pool for that Quaddie.

13.7. For each First 4 Pool there shall be:

- (i) a First 4 jackpot pool into which must be paid any amount which, under Rules 7.3(ii), 12.11 or 14.4, are required to be transferred to the First 4 jackpot pool;
- (ii) a First 4 dividend pool into which must be paid:
  - (A) First 4 Investments for that First 4 after the deduction of Commission and any Refunds; and
  - (B) the amount (if any) transferred to the First 4 jackpot pool for that First 4.

13.8. For each BIG6 Pool, there shall be:

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

13.9. **COUNTBACKS**

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

### 13.9.2 PLACE

(i) TWO PLACE DIVIDENDS RACE

The other placed Selection;

(ii) THREE PLACE DIVIDENDS RACE

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

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

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

### 13.9.3 DOUBLE

(i) the winner of the first Event with the second placing in the second Event;

(ii) the winner of the first Event with the third placing in the second Event;

(iii) the second placing in the first Event with the winner of the second Event;

(iv) the second placing in the first Event with the second placing in the second Event;

(v) the second placing in the first Event with the third placing in the second Event;

(vi) the third placing in the first Event with the winner of the second Event;

(vii) the third placing in the first Event with the second placing in the second Event;

(viii) the third placing in the first Event with the third placing in the second Event;

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

### 13.9.4 QUINELLA

(i) the winner and the third placing;

(ii) the second placing and the third placing;

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

#### 13.9.5 EXACTA

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

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

#### 13.9.6 DUET

- (i) If one of the combinations set out in Rule 7.1(i) has not been backed, the Pool shall be divided into two equal parts which shall be divided amongst the Investors on each of the combinations which have been backed; and
- (ii) If two of the combinations set out in Rule 7.1(i) have not been backed, the Pool shall be divided amongst the Investors on the combination which has been backed;
- (iii) the Pool shall be refunded to Investors if these alternative combinations have also not been selected.

### 14. DECLARATION OF LESS THAN THREE PLACINGS

#### 14.1. QUINELLA AND EXACTA

If:

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

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

#### 14.2. TRIFECTA

- (a) if only two placings are declared:
  - (i) the Trifecta jackpot pool for that Event is transferred to the Trifecta jackpot pool conducted on the Succeeding Trifecta Event; and

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

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

#### 14.3. **DUET**

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

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

#### 14.4. **FIRST 4**

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

- (i) the First 4 jackpot pool for that Event is transferred to the First 4 jackpot pool conducted on the Succeeding First 4 Event; and
- (ii) the remainder of the First 4 Pool shall be divided amongst the Investors on the correct combination of the winner and any other three Selections in the Event;

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

## 15. BIG6 DIVIDEND LEVELS

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

## 16. MINIMUM DIVIDEND

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

Win  
Place  
Quinella  
Exacta  
Duet  
Trifecta  
First 4  
Double  
Quaddie

and to Sports Totalisators.

In this Rule

- (a) “the notional dividend” means the amount calculated in the usual manner as the dividend in respect of the base unit of Investment on an Event;
- (b) “the payable dividend” means the amount to be paid as a dividend in respect of the base unit of Investment on an Event.

16.2. Subject to Rules 16.3 and 16.5 and the provisions in the Act pertaining to the calculation of dividends, the notional dividend in respect of an Event shall be the payable dividend in respect of that Event.

16.3. Subject to Rule 16.4, where the notional dividend in respect of an Event is:

- (a) less than or equal to the base unit of Investment; or
- (b) more than the base unit of Investment but less than the base unit of Investment plus 5 cents,

the payable dividend shall be 104% of the base unit of Investment.

16.4. Rule 16.3 does not apply:

- (a) where 2 or more Competitors dead heat in an Event and the Pool or part of the Pool is to be divided among the Competitors that dead heat;
- (b) if as a result of the application of Rule 16.3 the payable dividend in respect of one or more parts of a Pool, the total amount of dividends payable in respect of an Event would exceed the total Investments in respect of that Event (less any Refunds);
- (c) to **Win, Place, Quinella, Exacta, Duet, Trifecta, First 4 Double, and Quaddie** Bet Types if the total amount of dividends payable in respect of an Event would exceed the total Investments in respect of that Event (less any Refunds);
- (d) to the **Place** Bet Type:

- (A) if the total Investments on any one of the placed Competitors in a Two Place Dividends Race is more than 50% of the total Investments in respect of that Event (less any Refunds);
  - (B) if the total Investments on any one of the placed Competitors in a Three Place Dividends Race is more than 40% of the total Investments in respect of that Event (less any Refunds);
  - (e) to the **Duet** Bet Type if the total Investments on any one of the combinations that are placed is more than 40% of the total Investments in respect of that Event (less any Refunds);
  - (f) to Sports Totalisators; or
  - (g) where Rule 7.1(k) is operative.
- 16.5. In the circumstances referred to in Rule 16.4 the payable dividend shall be the notional dividend or the base unit of Investment, whichever is greater.
- 16.6. If as a result of the operation of Rules 16.3 or 16.5 there is insufficient money in the Pool for payment of the total payable dividends, the deficiency shall be paid by the Betting Operator.

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

**17.1. FOOTY DOUBLE, FOOTY XTRA DOUBLE, HALF /FULL DOUBLE , QUAD AND QUARTER QUAD**

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

**17.2. FOOTY WIN**

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

**APPENDIX A**

**TOTALISATOR MAXIMUM COMMISSION DEDUCTIONS AND WIN RATES TABLE**

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

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

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

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