

# TOTALIZATOR ACT 1997

## RULES OF BETTING

In accordance with the provisions of section 54 of the Totalizator Act 1997, the Minister for Gaming and Racing has approved of the following TAB Limited Trackside Betting Rules.

### TAB LIMITED TRACKSIDE BETTING RULES

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#### 1. PRELIMINARY

1.1 These rules are to be referred to as the Trackside betting rules made under section 13 of the Totalizator Act 1997.

1.2 Unless otherwise provided, these rules shall be applied by TAB in respect of any contingency on which it conducts fixed price betting on Trackside in accordance with section 13 of the Totalizator Act 1997.

1.3 Every TAB customer shall be deemed to be acquainted with these rules and any conditions determined by TAB relative to a particular Trackside event to which a fixed price bet relates and to have agreed to be bound thereby.

1.4 In the case of all fixed price Trackside bets between TAB and a customer the location of the contract is deemed to be New South Wales and the laws of New South Wales are deemed to apply.

1.5 These rules commence on the date of Gazettal and a copy shall be available in each outlet.

## **2. DEFINITIONS**

**‘Act’** means the Totalizator Act 1997 as amended.

**‘Advertised Starting Time’** means the starting time of a Game as advised and/or displayed by TAB.

**‘Betting Voucher’** means a betting voucher issued by TAB.

**‘Bet’** means an investment of a full unit on a combination or number of combinations within one game or multiple games

**‘Bet Types’** means the types of Investments more particularly described in Schedule A of the Appendix.

**‘Customer’** means any person conducting a Trackside Transaction at or through a Wagering Office.

**‘Cash Outlet’** means any office at which TAB receives cash Investments direct from the public.

**‘Competitor’** means any animal or object that is a competitor in any Game upon which TAB is accepting Investments and includes a contestant.

**‘Flexi bet’** means an Exacta, Quinella, Trifecta, or First4 bet where the amount of the investment on each combination covered by the bet is not equal to a unit of investment or a whole number multiple of the unit of investment.

**‘Game’** means a race nominated by TAB as a Trackside Game.

**‘Game Outcome’** means the result of a Game as determined by the Random Number Generator.

**‘Investment’** means an amount of money which has been bet or wagered in respect of any Game.

**‘List Number’** means the number given to a Selection by TAB.

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

**“Multi bet”** means a bet that combines Selections from different Games (each referred to as a ‘leg’ with one Selection required for each leg) into one Bet. The minimum and maximum number of legs is as determined by TAB from time to time. The Return is calculated by multiplying the prices of each Selection in the Multi bet together. Multi bets are available on a Win, Place and Bundle.

**‘No Game’** means a Game in which no winners or placings are declared.

**‘Random Number Generator’** means the component of the computer system for Trackside which determines the Game Outcome.

**‘Refund’** means the amount of an Investment made that is repayable to a Customer (whether wholly or partly) in accordance with these Rules.

**‘Return’** means the amount declared to be payable in respect of any Game and includes the unit of Investment. All “returns” will be displayed for the full \$1 unit.

**‘Selection’** means any animal, object or combination thereof nominated by TAB and available for a Customer to wager upon.

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

**‘Trackside’** means the approved fixed odds betting competition known as “Trackside” approved by the Minister pursuant to Section 13(2) (c) of the Totalizator Act 1997.

**‘Trackside Ticket’** means a printed ticket issued to a Customer by TAB in accordance with Part 3 (Transactions and Investments) of these Rules.

**‘Transaction’** includes “bet”, “wager”, “investment” and “refund”.

**‘Wagering Office’** means any premises operated and/or occupied by or on behalf of TAB pursuant to the provisions of the Act.

### **3. TRANSACTIONS AND INVESTMENTS**

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

3.1.1 Investments at or through any Wagering Office may be accepted only for such Games as TAB shall from time to time direct.

3.1.2 TAB shall be entitled to reject part or all of any Investment at any time and without giving any reason.

3.1.3 TAB shall be entitled to decline to cancel part or all of any Investment at any time and without giving any reason.

3.1.4 TAB shall be entitled to reject part or all of any Investment at any time if TAB's maximum payout liability for Investments of that Bet Type on a particular Game is exceeded by that Investment.

### **3.2 INVESTMENT AND LIABILITY LIMITS**

3.2.1 The amount of a Trackside bet shall be as agreed between TAB and the Customer.

3.2.2 TAB may set any minimum or maximum stake or payout for Trackside Bets at its sole and absolute discretion.

### **3.3 RETURNS**

The Returns calculated and declared on TAB's computer system and notified to Customers shall be for an Investment of one (1) dollar where a full unit has been invested on a bet or as a percentage of a full unit for "flexi bets".

### **3.4 PLACING OF INVESTMENTS**

3.4.1 Subject to Rule 3.5, Investments may be made during such times and for such Games as TAB may from time to time direct.

3.4.2 The Customer shall supply such information as may be required to identify clearly the Investment to be made on the Game concerned.

3.4.3 Investments will be accepted in the manner as set out in Rule 3.6.

### **3.5 CLOSING TIME FOR INVESTMENTS**

3.5.1 Subject to Rule 3.5.2, the close of sale of Investments on a Game is the start of the Game.

3.5.2 TAB may at its option close selling on a Game before the start of the Game or at, before or after the Advertised Starting Time of the Game and without limiting the generality of the foregoing may do so in cases of systems, communication or equipment malfunction or where the Game starts on a day or at a time on which TAB is not accepting Investments.

3.5.3 TAB may at its option re-open selling on a Game which it has previously closed in accordance with Rule 3.5.2 other than on a day or at a time in which TAB is not accepting Investments.

3.5.4 Any Investments accepted by TAB after the start of a Game will be placed on the next or next selected Game or if the Investment is on more than one (1) Game, placed on the number of consecutive Games nominated by the Customer commencing with the next or next selected available Games.

### **3.6 CASH OUTLET INVESTMENTS**

3.6.1 Only Betting Vouchers, bank notes, coins or debit via an EBT terminal against an amount held in a TAB account will be accepted as payment for Investments.

3.6.2 Before an Investment can be accepted the Customer must indicate clearly the Game, Selection, Bet Type, the amount of the Investment or total spend and such other information as may be required by TAB.

3.6.3 TAB shall provide the Customer with confirmation of the Investment by the issue of a Trackside Ticket bearing the Investment details. This investment information for “flexi bets” will include the percentage invested per combination, the number of combinations per game, the number of games played and the total cost of the ticket. For non flexi “bets” the investment information will also include the potential Return per game.

3.6.4 A Trackside Ticket for a single Game and for a single “bet” will display the potential Return for that Investment.

3.6.5 Subject to the provisions of Rule 3.8.1, the Customer shall be deemed to accept the Investment confirmed to them unless the Customer corrects any error or omission immediately after the issue of the Trackside Ticket.

### **3.7 FORWARD GAMES**

3.7.1 The Customer may, at the discretion of TAB, make an Investment in Trackside Games scheduled to occur after the next immediately scheduled Trackside Game (“Forward Games”) provided such Investment is in respect of games which are sequential and commencing with any of the next available Games.

3.7.2 A Refund may be obtained for forward games unplayed on a Trackside Ticket. All dividends won on Games already played will be paid, along with a Refund of the Investment value of any Games not yet commenced.

### **3.8 CANCELLATION OF INVESTMENTS**

3.8.1 Subject to the exception set out in 3.1.3, a Customer may cancel an Investment and obtain a Refund of that Investment at any time prior to the commencement of the Game concerned or such other time determined by TAB but not after the commencement of the game concerned.

3.8.2 If a Game has been declared a ‘No Game’ and not subsequently re-run, subject to clause 3.8.3, all Investments made in connection with that Game shall be refunded.

3.8.3 In the case of a Multi bet, if any leg(s) of a Multi bet are a No Game, that leg is deemed void and the Return will be recalculated based upon the prices of the remaining live legs as at the time the bet was placed. If all legs of a Multi bet are a No Game, the entire bet will be refunded.

#### **4. CREDITING AND PAYMENT OF DIVIDENDS**

4.1 TAB shall not be obliged to make payment of any Returns or Refunds until a Customer has provided any documentation and information as TAB may reasonably require.

4.2 TAB will use its best reasonable endeavours to ensure that Returns will be available for payment immediately after the result of a Game is known.

4.3 Notwithstanding Rule 4.2, if TAB's offices are not open at the time Returns or Refunds are determined or if unforeseen circumstances arise, determination of the Returns, Refunds or payout may be delayed at the sole discretion of TAB.

4.4 Any Returns or Refunds miscalculated by TAB shall be void and the incorrect amount of the Returns or Refunds shall be treated as a debt owed by or credit due to the Customer, as the case may be.

#### **5. MISCELLANEOUS**

##### **5.1 BETTING BY MINORS**

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

##### **5.2 LIMITATION OF TAB'S LIABILITY**

TAB shall in no circumstances be liable for any loss or damage suffered or alleged to have been suffered by a Customer as a result of or arising out of or as a consequence of any of the following:-

5.2.1 Alleged inaccurate or omitted Investment details where the Customer is incoherent or offensive.

5.2.2 Early or late closure of sales caused by any reason whatsoever.

5.2.3 Any systems, communication or equipment malfunction which is beyond the reasonable control of TAB.

5.2.4 The disclosure of a Customer's Transaction details or the accuracy thereof where that disclosure is made by TAB under the Act or any law.

5.2.5 Reliance upon any inaccurate statement made by TAB in respect of any matter relating to the Customer or to TAB or to any Selections except where that inaccuracy is due to the negligence of TAB and TAB has not taken reasonable steps to correct that inaccuracy.

5.2.6 Reliance upon any inaccurate statement made by a person other than TAB in respect of any matter relating to the Customer or to TAB or to any selections.

5.2.7 Reliance upon any inaccurate statement made by any person whatsoever (including TAB) in respect of any matter relating to the Customer or to TAB or to any Selections where such statement is manifestly inaccurate.

5.2.8 Inability to place or cancel a Trackside Bet on any Trackside Forward Games.

5.2.9 The loss of a Trackside Betting ticket.

5.2.10 Any payment made to the bearer of a Trackside Ticket where a Customer alleges that such a payment was made to the wrong person.

5.2.11 In the case of an Investment at an outlet, failure by a Customer to correct inaccurate or omitted Investment details recorded on a ticket immediately upon issue of the ticket.

5.2.12 Any price or percentage of a price quoted by any source other than authorised staff of TAB or any quoted price or percentage of a price which is no longer valid for betting purposes.

5.2.13 The refusal or inability of TAB, its agent or assigns to accept all or part of any Trackside Bet.

5.2.14 The exercise by TAB of any discretion conferred on TAB under these rules or the manner in which that discretion is exercised generally or in particular circumstances.

### **5.3 MALFUNCTIONS**

5.3.1 In the event of a malfunction of the computer software or hardware subsequent to the opening of sales on a Game all Investments on that Game will be held by TAB until the malfunction is rectified except as provided in 5.3.2 and 5.3.3.

5.3.2 Where the malfunction of the type referred to in Rule 5.3.1 has not been rectified prior to the scheduled commencement of the Game immediately following the Game in respect of which there has been a malfunction, the Game shall be declared a No Game and subject to clause 3.8.3, all Investments made in connection with that Game shall be refunded.

5.3.3 Where the placed Competitors in a Game have been selected by the Random Number Generator, but cannot be fully transferred to the main computer, or cannot be broadcast via the monitors, the placed Competitors selected by the Random Number Generator will constitute the Game Outcome.

5.3.4 Where the malfunction of the type referred to in Rule 5.3.1 occurs such that the results of a Game as displayed are amended by TAB after Returns declaration and commencement of payment, then the amended Returns will stand and no other Customers will be entitled to Returns.

5.3.5 In the event of any inconsistency between either one or more of the game display, photo finish sequence and the result, the Game Outcome shall be the result.

## **6. CREDITING AND PAYMENT OF RETURNS AND REFUNDS, CLAIMS PROCEDURE**

6.1 The appropriate Trackside Ticket must be presented when collecting any Returns or Refund due in respect of an Investment. In the event that the Ticket represents Investments on one (1) or more undecided Games, those Investments may be refunded.

6.2 A person may claim a Return or Refund for up to twelve (12) months after the Trackside Game on which the bet was made.

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

6.4 TAB may charge a fee not exceeding eleven (11) dollars on all claims referred to in Rule 6.3 and a statutory declaration attesting to the circumstances of the claim must accompany each such claim.

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

6.6 The amount to be paid upon successful claims approved by TAB shall be calculated by reference to the Returns declared.

6.7 Such amounts as are paid to the claimant pursuant to Rule 6.6 shall exclude any refund or credit given to the claimant in respect of the claimant's Investment under any other provision of these Rules.

6.8 Where a customer contends that a loss has been suffered in connection with any Transaction, TAB may, if it considers appropriate, enquire into the circumstances of that Transaction and make such ex gratia payment as it may in its absolute discretion determine.

## **7. JACKPOTS**

TAB may randomly select Trackside Races on which a Jackpot Prize will be awarded.



## APPENDIX

### SCHEDULE A - BET TYPES

**“Win”** is an Investment on a Game on the chance that a Selection will fill first place in that Game as determined by the Game Outcome.

**“Place”** is an Investment on a Game on the chance that a Selection will fill one of the first three places as determined by the Game Outcome.

**“Exacta”** is an Investment on a Game on the chance that a combination of two Selections will fill first and second places in order in that Game as determined by the Game Outcome.

**“Quinella”** is an Investment on a Game on the chance that a combination of two Selections will fill first and second places (irrespective of order) in that Game as determined by the Game Outcome.

**“Trifecta”** is an Investment on a Game on the chance that a combination of three Selections will fill first, second and third places in order in that Game as determined by the Game Outcome.

**“First4”** is an Investment on a Game on the chance that a combination of four Selections will fill first, second, third and fourth places in order in that Game as determined by the Game Outcome.

**“Bundle”** is an Investment where multiple Selections in a Game are selected to Win or any other option as determined by TAB from time to time. The minimum and maximum number of Selections shall be as determined by TAB from time to time. The price offered is a calculation based on the prices of the Selections chosen.