

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

September 2016

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## 1. INTERPRETATION

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

“**Act**” means the Lotteries Act 1964 (ACT), and regulations made thereunder, as the same may be amended from time to time, and any successor legislation and regulations which may be made from time to time.

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

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

“**Bet**” means an entry of a full unit on a combination or number of combinations within one game or multiple games.

“**Bet types**” means the types of Entries more particularly described in Rule 3.8.

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

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

“**Entry**” means any amount of money which has been bet or wagered for entry into a Game.

“**Flexi bet**” means a bet where the amount of the entry on each bet may be in fractions of whole dollars or cents.

“**Game**” means a race, match, game, round, fight, exercise, sport or sporting competition or any part or parts thereof or contingency nominated by the Operator and approved by the Minister as being available for selection.

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

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

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

“**Multi bet**” means a bet as set out in clause 3.6 that combines Selections from different Games into one Bet where the Return is calculated by multiplying the prices of each Selection together.

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

“**Operator**” means Tabcorp ACT Pty Ltd ACN 167 957 002 the approval holder approved to conduct Trackside pursuant to the Act.

“**Outlet**” means any premises operated and/or occupied by or on behalf of the Operator or any channels including online from which the Operator is approved to sell Trackside pursuant to the Act and/or the approval granting the Operator the right to conduct Trackside.

“**Player**” means any person conducting or attempting to conduct a Transaction at or through an Outlet.

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

“**Refund**” means the amount of an Entry made that is repayable to a Player (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 Entry. All “returns” will be displayed for the full \$1 unit.

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

“**Trackside**” means the electronic game known as “**Trackside**” approved by the Minister pursuant to Section 7 of the Act.

“**Ticket**” means the printed or electronic ticket issued to a Player by the Operator.

“**Transaction**” includes the purchase of an entry into a Game, “bet”, “flexi-bet”, “Multi bet”, “wager”, “Entry” and “refund”.

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 Australian Capital Territory, Australia.

## **2. PURPOSE AND APPLICATION OF RULES**

- 2.1. The purpose of these Rules is to establish the conditions under which Trackside Transactions will be conducted at or through Outlets 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 Trackside Transactions conducted at or through an Outlet.

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

### **3.1 APPLICATION OF THE LOTTERIES ACT 1964**

Any Player, or any person being on any premises at which or using any Outlet through which the Operator accepts Entries, 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 Operator on demand.

### **3.2 PERSONS PROHIBITED FROM PLAYING**

- 3.2.1 Entries made by or on behalf of persons under the age of eighteen (18) years will not be accepted.
- 3.2.2 Returns or Refunds will not be paid or made to persons under the age of eighteen (18) years.
- 3.2.3 Betting vouchers may not be redeemed or purchased by persons under the age of eighteen (18) years.
- 3.2.4 The Operator may refuse to accept an Entry from any person who in the sole opinion of the Operator is unruly, offensive, drunk or drugged, disorderly or acting to the detriment of the Operator, its customers or its operations.

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

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

### **3.4 ENTRY AND LIABILITY LIMITS**

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

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

### **3.5 FLEXI BETS**

In the case of a Flexi bet, the minimum amount that may be purchased in a single bet is the greater of:

- 1 cent for each combination covered by the bet; or
- an amount determined by the Operator.

Flexi Bets are available on an Exacta, Quinella, Trifecta, First 4 and Bundle.

The amount purchased 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.

### **3.6 MULTI BETS**

- 3.6.1 In the case of a Multi bet, the minimum amount that may be purchased is an amount determined by the Operator.
- 3.6.2 Multi bets are available on a Win, Place and Bundle.
- 3.6.3 A Multi bet can be made up of a number of Games each referred to as a 'leg' with one Selection required for each leg. The minimum and maximum number of legs is as determined by the Operator from time to time.
- 3.6.4 The Return is calculated by multiplying the prices of each Selection in the Multi bet together.
- 3.6.5 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.

### **3.7 RETURNS**

- 3.7.1 The Returns calculated and declared on the Operator's computer system and notified to Players shall be for an Entry of one (1) dollar where a full unit has been purchased on a bet or as a percentage of a full unit for "flexi bets".
- 3.7.2 The Returns for each Competitor may be altered at any time by the Operator providing that no active Tickets with unplayed games have been issued.

### **3.8 BET TYPES**

- 3.8.1 "**Win**" is an Entry on a Game on the chance that a Selection will fill first place in that Game as determined by the Game Outcome.
- 3.8.2 "**Place Bet**" is an Entry on a Game which requires the Selection to finish in the first three places as determined by the Game Outcome.
- 3.8.3 "**Win/Place**" is an Entry on a Game of an equal amount or variable amounts on both Win and Place.

- 3.8.4 “**Exacta**” is an Entry 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.
- 3.8.5 “**Quinella**” is an Entry on a Game on the chance that a combination of two Selections shall fill first and second places (irrespective of order) in that Game as determined by the Game Outcome.
- 3.8.6 “**Trifecta**” is an Entry on a Game on the chance that a combination of three Selections shall fill first, second and third places in order in that Game as determined by the Game Outcome.
- 3.8.7 “**First Four**” is an Entry on a Game on the chance that the combination of four Selections shall fill first, second, third and fourth places in order in that Game as determined by the Game Outcome.
- 3.8.8 “**Bundle**” is an Entry where multiple Selections in a Game are selected to Win or any other option as determined by the Operator from time to time. The minimum and maximum number of Selections shall be as determined by the Operator from time to time. The price offered is a calculation based on the prices of the Selections chosen.

### **3.9 LIMITATION OF OPERATOR’S LIABILITY**

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

- 3.9.1 The refusal of admission to the Operator’s premises or access to any Outlet for whatever reason including but not limited to the publication whether verbally or otherwise of such reason by the Operator.
- 3.9.2 A Player’s removal for whatever reason from the Operator’s premises whether or not such removal is made by the Operator or the police or any other person, body, institution or corporation.
- 3.9.3 Except in the case of negligence by the Operator, any personal injury suffered by a Player as a result of having been on the Operator’s premises.
- 3.9.4 Failure by the Player to rectify inaccurate or omitted Entry details when such details are issued on a Ticket.
- 3.9.5 Alleged inaccurate or omitted Entry details where the Player is incoherent or offensive.
- 3.9.6 Delivery of cheques or any transfer made to the bank account of an Investor.
- 3.9.7 Early or late closure of sales caused by any reason whatsoever.
- 3.9.8 Any systems, communication or equipment malfunction which malfunction is beyond the reasonable control of the Operator.
- 3.9.9 The disclosure of a Player’s Transaction details or the accuracy thereof where that disclosure is made by the Operator under the Act or any law.
- 3.9.10 Reliance upon any inaccurate statement made by the Operator in respect of any matter relating to the Player or to the Operator or to any Selections except where that inaccuracy is due to the negligence of the Operator and the Operator has not taken reasonable steps to correct that inaccuracy.

- 3.9.11 Reliance upon any inaccurate statement made by a person other than the Operator in respect of any matter relating to the Player or to the Operator or to any selections.
- 3.9.12 Reliance upon any inaccurate statement made by any person whatsoever (including the Operator) in respect of any matter relating to the Player or to the Operator or to any Selections where such statement is manifestly inaccurate.

#### **4. CLOSING TIME FOR ENTRIES**

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

#### **5. PLACING OF ENTRIES**

##### **5.1. GENERAL CONDITIONS**

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

##### **5.2. CASH OUTLET ENTRIES**

- 5.2.1. In Cash Outlets, only Betting Vouchers, bank notes or coins will be accepted as payment for Entries.
- 5.2.2. Before an Entry can be accepted the Player must indicate clearly the Game, Selection, Bet Type, the amount of the Entry or total spend and such other information as may be required by the Operator.
- 5.2.3. The Operator shall provide the Player with confirmation of the Entry by the issue of a Ticket bearing the Entry details. This entry 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 entry information will also include the potential Return per game.

- 5.2.4. A Ticket for a single Game and for a single bet will display the potential Return for that Entry.
- 5.2.5. Subject to the provisions of Rule 7.1, the Player shall be deemed to accept the Entry confirmed to him unless the Player corrects any error or omission immediately after the issue of the Ticket.

**5.3. FORWARD GAMES**

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

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

**6.1. GENERAL**

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

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

- 6.2.1. The following provisions apply to the payment of Returns and Refunds in Cash Outlets:-
  - 6.2.1.1. The appropriate Ticket must be presented when collecting any Returns or Refund due in respect of an Entry. In the event that the Ticket represents Entries on one (1) or more undecided Games, those Entries may be refunded.

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

#### Claims

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

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

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

6.2.1.6. The Operator may charge a fee on all claims referred to in Rule 6.2.1.5 and a statutory declaration attesting to the circumstances of the claim must accompany each such claim.

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

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

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

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

## **7. CANCELLATION OF ENTRIES**

7.1 Subject to the exception set out in 3.3.3 and 7.2, a Player may cancel an Entry and obtain a Refund of that Entry at any time prior to the commencement of the Game concerned or such other time determined by the Operator.

7.2 In the event that a Player wishes to cancel an Entry on one (1) or more undecided Games on the same Ticket after the first Game on that Ticket has been decided, the Player may cancel undecided Entries and obtain a Refund of those Entries at any time after the result of any prior Game represented on the Ticket is known and prior to the commencement of the last Game represented on the Ticket or such other time determined by the Operator.

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

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

## **9. MALFUNCTIONS**



- 9.1. In the event of a malfunction of the computer software or hardware subsequent to the opening of sales on a Game all Entries on that Game will be held by the Operator until the malfunction is rectified except as provided in Rules 9.2 and 9.3.
- 9.2. Where a malfunction of the type referred to in Rule 9.1 has not been rectified prior to the scheduled commencement of the Game immediately following the Game in respect of which there has been a malfunction, the Game shall be declared void and subject to clause 3.6.5, all Entries made in connection with that Game shall be refunded.
- 9.3. Where the placed Competitors in a Game have been selected by the Random Number Generator, but cannot be fully transferred to the main computer, or cannot be broadcast via the monitors, the placed Competitors selected by the Random Number Generator will constitute the result of the Game.
- 9.4. Where a malfunction of the type referred to in Rule 9.1 occurs such that the results of a Game as displayed are amended by the Operator after Returns declaration and commencement of payment, then the amended Returns will stand and no other Players will be entitled to Returns.
- 9.5. In the event of any inconsistency between either one or more of the game display, photo finish sequence and the result, the Game Outcome shall be the result as displayed.