

2. GENERAL RULES

2.1 Power of the Stewards

- (a) The Stewards of the Jockey Club may delegate such of their functions pursuant to the Rules as they may determine.
- (b) If any circumstance arises which is not provided for by the Rules it shall be referred to the Stewards of the Jockey Club whose determination shall be final.

2.2 Betting Facilities

- (a) The Club will provide facilities at or by which prospective Backers may tender Bets and at which Betting Tickets may be presented for the payment of Dividends and/or Refunds.
- (b) The extent of such facilities will be determined by the Club and may be modified from time to time without notice.
- (c) A person who uses or applies to use, where appropriate, such facilities is deemed to have accepted such terms and conditions, as amended from time to time, as the Club may determine shall apply to such facilities.
- (d) The facilities provided shall not extend to the making of Bets by any means of communication unless otherwise specifically provided in the Rules.
- (e) The times at which the facilities provided shall be open to the public will be determined by the Club.
- (f) The types of Betting available at each facility and the times at which any particular type of Bet may be made will be determined by the Club.

2.3 Betting Procedures

- (a) The Club will determine the types of Betting to be conducted for any race or meeting.
- (b) All Bets must be made and settled in Hong Kong currency.
- (c) All Bets must be paid by or through the following means:
 - (i) Cash
 - (ii) Cash Voucher
 - (iii) Betting Account

- (iv) Electronic Funds Transfer
- (d) No Valid Bet may be withdrawn by a Backer.

2.4 Betting Restrictions

- (a) The Club may without giving any reason restrict the number and/or value of Bets which a Backer may tender for any Pool.
- (b) Upon implementation of such restriction the Club may exclude from the Pool part or all of the value of such Bets notwithstanding that the Bet has already been received by the Club.
- (c) Any Bet or part of a Bet so excluded from the Pool shall not constitute a Valid Bet.
- (d) The Club's liability in respect of any such excluded Bet or part of a Bet shall be limited to a Refund of the money tendered and received by the Club in respect of such Bet or part of a Bet.
- (e) For All Up Betting the Club may limit the amount of any Dividend entitlement which may be carried forward and tendered as a Bet on any subsequent race.
- (f) Any decision by the Club made under Rule 2.4(e) shall be binding on the Backer who shall have no claim against the Club for any Dividend entitlement which would have arisen other than for the limitation.

2.5 Betting Tickets – Format

The Club will decide the format of a Betting Ticket and will direct which form of Betting Ticket shall be used for any particular Bet.

2.6 Betting Tickets – Charge

The Club may decide whether or not any charge shall be made for a blank Betting Ticket.

2.7 Betting Tickets – Completion

- (a) When completing a Betting Ticket, the following provisions apply:
 - (i) The Betting Ticket should be marked with a blue ballpoint pen.
 - (ii) Each selection must be marked with a vertical stroke “|” which must be entirely within the margins of the box provided.
 - (iii) The Betting Ticket must not be folded.
 - (iv) No alteration or correction may be made on the Betting Ticket.

- (b) A Backer who purchases a Quick Pick Ticket shall be deemed to have selected the horses constituting each Random Bet on the Quick Pick Ticket.

2.8 Betting Tickets – Validity

- (a) Notwithstanding the information which may be recorded on a Betting Ticket, a Bet will only be a Valid Bet when it has been included in the Pool or Pools to which the Bet relates.
- (b) The eligibility for a Dividend or Refund of any Bet evidenced by a Betting Ticket shall be determined by reference to the Computer Record of the Bet in question to the exclusion of anything written or marked on a Betting Ticket and to the exclusion of any information printed thereon by the Betting Terminal.
- (c) A Bet made by means of a Betting Ticket will be eligible to participate in a Pool only after it has been duly printed and validated by a Betting Terminal.
- (d) It is the sole responsibility of a Backer to ensure that the Betting Ticket issued to him correctly records all the details of the Bet tendered by him.
- (e) Once a Betting Ticket has been issued to a Backer, it will not be exchanged for any reason.

2.9 Betting Tickets – Loss and Defacement

- (a) The Club may refuse payment to any Backer who cannot produce a Betting Ticket or who produces a Defaced Ticket.
- (b) No Dividend or Refund will be paid on a Defaced Ticket unless it can be identified by its unique serial number.
- (c) A request by a Backer to identify a lost Betting Ticket must be made within 7 days after the date of the relevant race meeting.
- (d) The Club is under no obligation to identify a lost Betting Ticket but if it does so it may make such charge as it decides.
- (e) Where a lost Betting Ticket or Defaced Ticket can be identified by the Club, the Club may withhold payment until 60 days after the date of the relevant race meeting.

2.10 Betting Tickets – Voidance

- (a) The Club may without giving any reason at any time declare void any Betting Ticket notwithstanding that the Bet thereon has been included in the Pool and notwithstanding that a Dividend may already have been declared.

- (b) A declaration that a Betting Ticket is void shall be published by a notice being displayed on the notice board at the Club's Headquarters and, if the Betting Ticket was not issued at the Racecourse, on the notice board at the Betting Location at which the Betting Ticket was issued. Any such notice shall be displayed for a period of not less than 24 hours from the time of the declaration.
- (c) Upon such declaration being made the Bet received by the Club shall be excluded from the Pool to which it related.
- (d) Subject to Rule 2.14 all Bets so declared void will be refunded.

2.11 Search of Official Record

- (a) A request by a Backer for a search of the Official Record must be made within 7 days after the date of the relevant race meeting.
- (b) The Club is under no obligation to search the Official Record to locate a Backer's Bet but if it does so it may make such charge as it decides.
- (c) If the Official Record or any part thereof is declared void, no Bet recorded thereon shall be eligible for a Dividend. Subject to Rule 2.14 all Bets will be refunded.

2.12 Betting with Insufficient Funds

- (a) A Backer shall be liable to pay in full for a Bet the moment a Betting Ticket is printed by the Betting Terminal.
- (b) If Betting closes before the Backer has paid for a Bet, the Backer remains liable to pay for the full amount of the Bet.
- (c) If the Backer fails to pay in full for the Bet and the Bet evidenced by the printed Betting Ticket is entitled to a Dividend or Refund, the Club may declare the Betting Ticket void.
- (d) Notwithstanding Rule 2.12(c), the Club may pay to the Backer a Dividend or Refund calculated by reference to the value of the Bet or the actual amount of money received by the Club if less than the value of the Bet.

2.13 Dividends – Announcement

- (a) The Club may declare Dividends for the types of Betting in operation for the race or races in question. Such Dividends will be exhibited to the public at the places designated for that purpose or will otherwise be announced by the Club as it may determine.
- (b) In calculating and paying Dividends on any race, the result declared when the Weighed in Signal is displayed shall be the final result notwithstanding that such declared result may subsequently be altered.

2.14 Dividends and Refunds – Payment

- (a) Winning Tickets or claims for Refunds must be presented for payment at a Betting Location on any business day within 60 days after the date of the relevant race meeting.
- (b) If a Dividend or Refund is not collected within 60 days after the date of the relevant race meeting, it shall be forfeited.
- (c) The Club may pay a Dividend or Refund in cash, cheque or Cash Voucher as it may determine.
- (d) The Betting Ticket must be surrendered to the Club before the payment of any Dividend or Refund.
- (e) Each Betting Ticket upon which a Dividend or Refund has been paid becomes the property of the Club.
- (f) If the Computer Record shows that a Dividend or Refund has been paid in respect of any Bet, that shall be conclusive evidence that payment has been made.
- (g) The Club will pay a Dividend or Refund to the person presenting the Betting Ticket corresponding to the Computer Record. The Club will not be concerned as to the division of the Dividend or Refund among those claiming an interest in the Betting Ticket.
- (h) The Club shall be under no obligation to pay a Dividend or Refund within any specific time.

2.15 Dividends – Amendment

- (a) Where an error in or miscalculation of any Dividend is discovered, the Club is empowered to declare a revised Dividend.
- (b) The power to revise a Dividend may be exercised by the Club so often in regard to each Dividend as an error or miscalculation is discovered.
- (c) Any holder of a Winning Ticket who has not previously been paid a Dividend shall thereafter be paid the revised Dividend.
- (d) Subject to Rules 2.15(f) to 2.15(h), any holder of a Winning Ticket who has been paid a Dividend shall be entitled to claim the difference between the original Dividend and the revised Dividend.
- (e) On the declaration of a revised Dividend, the Club shall advertise the same in one English and one Chinese language newspaper circulating in Hong Kong and shall post a notice of the declaration at the Club's Headquarters and at each Betting Location.

- (f) The Club may specify the time within which and the place(s) where Backers eligible to receive a revised Dividend may claim payment.
- (g) The Club may require any Backer allegedly eligible to receive a revised Dividend to produce proof of identity and to provide a contact address before payment is made.
- (h) If at the expiration of the time specified by the Club for the payment of a revised Dividend a holder of an eligible Winning Ticket has not presented himself for collection of the revised Dividend or has failed adequately to identify himself to the Club's satisfaction the unclaimed Dividend shall be forfeited.
- (i) Each Betting Account which has been credited with a Dividend on a Bet which is subsequently incrementally revised will be credited with the increment.
- (j) If a revised Dividend represents a downward adjustment from the original Dividend, the Club may waive its entitlement to seek to recover from previously paid Backers the excess Dividend paid.

2.16 Dividends – Registration

- (a) The Club may direct that a Dividend will be paid to the holder of a Winning Ticket or credited to the Betting Account of an account holder who has placed a winning Valid Bet only if the holder or account holder respectively registers himself in such manner as the Club may require.
- (b) In such circumstances, the Club will announce the fact that registration is required and will specify the time, place and method of registering.
- (c) If the holder of a Winning Ticket or a Betting Account holder who has placed a winning Valid Bet fails to register in the manner specified, the Club may refuse payment of the Dividend and the Dividend shall be forfeited.

2.17 Dividends and Refunds – Validity of Claims

- (a) The Club may make such enquiries as it considers necessary to satisfy itself that a claim made for a Dividend or a Refund is a valid claim.
- (b) Notwithstanding any prior declaration that a Betting Ticket is void, upon receipt of a claim for payment of a Dividend the Club may make such enquiries as it thinks appropriate to determine how the Bet became to be declared void. Such enquiry shall not confer upon the holder of the Void Ticket any right to be paid a Dividend.

2.18 Dividends and Refunds – Forfeiture

Unless the Club otherwise determines, any Dividend or Refund or such other amount which by the Rules stands forfeited shall be deemed to have been directed by the person entitled thereto to be paid to The Hong Kong Jockey Club Charities Trust as a charitable donation with any right to a receipt for such donation waived.

2.19 Jackpot

- (a) The amount standing to the credit of a Jackpot Pool in respect of a particular Bet type will be carried forward and such amount as shall be determined by the Club shall be deducted therefrom to be the Jackpot and allocated to and aggregated with a Net Pool in respect of the same Bet type to be specified by the Club.
- (b) In the event that there is no subsequent Net Pool of the same Bet type available, the amount standing to the credit of a Jackpot Pool in respect of a particular Bet type will be allocated to and aggregated with the Net Pool(s) of an alternative Bet type to be determined by the Club.
- (c) The period of time or the number of race meetings over which a Jackpot Pool may be carried forward shall be determined by the Club.
- (d) In the event that, in respect of the Net Pool to which a Jackpot has been allocated and is to be aggregated, the “winning combination” is unbacked or there is a Void Race or there are insufficient starters or insufficient finishers, the Jackpot shall not be aggregated with that Net Pool but will be credited back to the Jackpot Pool from which it was deducted.
- (e) In the event that the amount standing to the credit of a Jackpot Pool in respect of a particular Bet type has reached or exceeded an amount as may be determined by the Club from time to time, the Club may announce before the commencement of Betting for a race meeting that, save where the “winning combination” is unbacked, in which event the amount of the Jackpot allocated to the Net Pool in respect of a particular Bet type will be credited back to the Jackpot Pool from which it was deducted, no deduction will be made from that Net Pool to the relevant Jackpot Pool and the entire Net Pool will be allocated for Dividend calculation.
- (f) The Club may announce before the commencement of Betting for a race meeting that no deduction will be made from a Net Pool in respect of a particular Bet type to the relevant Jackpot Pool and that the entire Net Pool and the amount of Jackpot, if any, allocated thereto will be allocated for Dividend calculation.
- (g) Notwithstanding the fact that the Club has made an announcement in accordance with Rules 2.19(e) or 2.19(f), the following shall apply:
 - (i) if the “winning combination” eligible for Dividend in respect of a particular Bet type in accordance with Rule 3.9 is unbacked, the entire Net Pool shall be credited to the Jackpot Pool;

- (ii) if there is only a Partial Unit Bet on the “winning combination” or any of the “winning combinations” in a dead-heat, the unpaid balance of the declared Dividend shall be credited to the Jackpot Pool; and
 - (iii) if any of the “winning combinations” in a dead-heat is unbacked, that part of the Net Pool allocated to such “winning combination” shall be credited to the Jackpot Pool.
- (h) The Jackpot for Triple Trio Betting is allocated to and aggregated with the 70% of the Net Pool for the "winning combination" for Dividend calculation.
 - (i) The Jackpot for Six Up Betting is allocated to and aggregated with the 50% of the Net Pool for the “winning combination” of the Six Win Bonus for Dividend calculation.

2.20 Jackpot Reserve Deduction and Jackpot Reserve Pool

The Club may:

- (a) determine the percentage of any Jackpot Reserve Deduction;
- (b) credit to a Jackpot Reserve Pool the Jackpot Reserve Deduction of a Pool;
- (c) determine the period of time over which a Jackpot Reserve Pool may be carried forward and the limit, if any, to be imposed on the total amount which may be carried forward in the Jackpot Reserve Pool; and
- (d) determine the amount to be transferred from the Jackpot Reserve Pool to supplement the Jackpot Pool for a particular Bet type provided that no transfer shall be made if the relevant Jackpot Pool has already accumulated up to the Jackpot amount for that race meeting specified by the Club in accordance with Rule 2.19.

2.21 Racing – False Start

If a False Start is signalled before Betting on the race has been closed Betting may remain open. If Betting has been closed prior to the False Start being signalled Betting on the race may be reopened after notice of the False Start is received.

2.22 Racing – Postponements/Cancellations

Subject to Rule 2.14, a Refund will be made in respect of each Bet received by the Club for a race meeting which is postponed or cancelled.

2.23 Staff – Assistance

If Staff help a Backer to complete a Betting Ticket by so doing neither they nor the Club vicariously shall be under any liability to the Backer in respect of any actual or alleged failure to comply with the Backer's wishes.

2.24 Staff – Betting

- (a) Staff shall not be permitted to:
 - (i) act as an agent for a Backer
 - (ii) tender a Bet or seek to receive payment of a Dividend and/or a Refund personally or with the assistance of a third party
 - (iii) purchase, possess, encash or use a Cash Voucher
 - (iv) open or use a Betting Account; or
 - (v) apply for, possess or use either an Electronic Shroff Card, a Customer Input Terminal or access to the Internet Facility.
- (b) A Bet made in contravention of Rule 2.24(a) may result in the Bet being declared void. Any Dividend or Refund earned by any such Bet shall first be applied towards the discharge of any money owing by the Staff member concerned to the Club and secondly be forfeited.
- (c) If it is established the purchaser or holder of Cash Voucher is a Staff member the Cash Voucher shall be declared void and the amount thereof shall be forfeited.
- (d) If it is established the user either of an Electronic Shroff Card or a Customer Input Terminal or the Internet Facility is a Staff member, the Betting Account, the Card, the Customer Input Terminal, the Internet Facility (as the case may be) shall be cancelled by the Club and any residual balance in the Betting Account and the deposit paid in respect of the Card or the Customer Input Terminal shall be forfeited.

2.25 Juveniles or Persons in School Uniform

- (a) No person under the age of 18 years or in school uniform shall be permitted:
 - (i) to tender a Bet or to receive payment of a Dividend or a Refund;
 - (ii) to purchase, encash or use a Cash Voucher;
 - (iii) to open or use a Betting Account;
 - (iv) to apply for or use an Electronic Shroff Card or a Customer Input Terminal or access to the Internet Facility;

- (v) to use a Self-Vending Terminal or Electronic Funds Transfer Terminal;
 - (vi) to enter any Betting Location unless authorised by the Club.
- (b) If it is established that a Backer is under 18 such Backer's Bet may be declared void and any Dividend or Refund to which such Backer would otherwise have been entitled shall be forfeited.
 - (c) If it is established that the purchaser or holder of a Cash Voucher is under 18 the Cash Voucher may be declared void and the amount thereof may be forfeited.
 - (d) If it is established that the user either of an Electronic Shroff Card or a Customer Input Terminal or the Internet Facility is under 18, the Betting Account, the Card, the Customer Input Terminal, the Internet Facility (as the case may be) shall be cancelled by the Club and any residual balance in the Betting Account and the deposit paid in respect of the Card or the Customer Input Terminal may be forfeited.

2.26 Authority of Person In Charge

The person in charge of a Betting Location shall have authority:

- (a) to refuse to accept any amount tendered by a person for a Bet without giving a reason.
- (b) to cause to be removed from the Betting Location any person without giving a reason.

2.27 Equipment Failure

- (a) In the event of breakdown of any equipment employed by the Club for processing Valid Bets, the Club may declare the Favourite for the race and declare such Dividends or order such Refunds in respect of any Valid Bets processed as it may determine.
- (b) If, due to equipment failure, a Bet cannot be included in the Pool for such Bet the Club's liability is limited to crediting the holder's Betting Account with the amount of the stake money previously debited for the Bet.
- (c) If, after a Bet has become a Valid Bet, the Club's equipment fails, is damaged or destroyed or if the Official Record is damaged or destroyed, the Club's only liability to Backers is to refund the amount of the Bet regardless of how the failure, damage or destruction was caused.
- (d) If due to equipment failure no Betting Ticket is printed after the in-putting of a tendered Bet through a Self-Vending Terminal whether by debiting the stake money to a Cash Voucher or a Dividend due on a Winning Ticket, the eligibility of such Bet for a Dividend or a Refund will be determined by

reference to the Computer Record.

- (e) If due to equipment failure a Cash Voucher for the Dividend on a Winning Ticket or a replacement Cash Voucher to which a Backer is entitled is not issued through a Self-Vending Terminal the entitlement of the Backer to the Cash Voucher will be determined by reference to the Computer Record.
- (f) If due to equipment failure the Dividend on a Winning Ticket or the amount of the value of a Cash Voucher is not credited to the balance of a Betting Account or the amount of the stake money of a tendered Bet or a balance withdrawal is not debited from the balance of a Betting Account through the use of an Electronic Shroff Card at a Betting Terminal, the actual balance of the Betting Account will be determined by reference to the Computer Record.
- (g) In the event of the equipment failure specified in Rules 2.27(d), 2.27(e) and 2.27(f), the Backer must immediately report the same to the Club.
- (h) The Club may require the Backer to provide such information as it may require to satisfy itself that the Backer tendered the alleged Bet, is entitled to the Cash Voucher as claimed.

2.28 Discretion

When in the Rules the Club is empowered to decide or determine an issue:

- (a) The decision or determination shall be made in the absolute discretion of the Club;
- (b) The Club shall be under no obligation to give reasons for its decision or determination;
- (c) The Club's decision or determination shall be final.

2.29 Exclusion of Liability

In the implementation of the Rules, the Club shall assume no liability for any loss, whether direct or indirect, suffered by a Backer or any other person as a result of the wilful or negligent act or omission of the Club, its employees, agents or contractors, including the employees of such agents or contractors, or any other person.

