

6. TELEPHONE BETTING

6.1 The Facility

The Club may provide a facility whereby a Betting Account holder may through the telephone:

- (a) place a Bet;
- (b) enquire the balance of his Betting Account;
- (c) request that his Betting Account be debited with an amount to be credited to his nominated bank account as notified to the Club;
- (d) obtain in a readable form information, if any, provided by the Club.

6.2 Scope and Extent of Service

- (a) The Club may operate the systems required to enable use of Telephone Betting as it may determine.
- (b) The Club may determine the transactions capable of being done by Telephone Betting.
- (c) The Club may restrict the times of use and the services available on Telephone Betting.
- (d) The Club may limit the frequency of use of Telephone Betting by a Betting Account holder and the amount involved in any transaction on any day or over a specified period of time.

6.3 Application

A Backer who wishes to use the services of Telephone Betting must first apply for or have a Betting Account. An application for a Betting Account must be in the appropriate form in writing and prescribed by the Club.

6.4 Restrictions on Issue

Only a Betting Account holder may apply to and may use Telephone Betting.

6.5 Use

- (a) The Club will allocate a PIN to each Betting Account holder who is allowed to use Telephone Betting. The Betting Account holder may choose his own PIN and change the PIN allocated to him by the Club at a Self-Vending Terminal subsequently.

- (b) A Betting Account holder must provide his account number and his PIN when using Telephone Betting.
- (c) A Betting Account holder must keep his PIN confidential.
- (d) Notwithstanding Rule 6.5(b), the Club may on any occasion require a Betting Account holder to provide such other information as it may determine so that the Club may confirm the validity of a call or transaction.
- (e) The Club may at any time refuse to accept a Bet without giving any reason.
- (f) Once an instruction through Telephone Betting has been given to place a Bet or to withdraw or transfer funds, it may not be altered or withdrawn.
- (g) The Club shall be under no obligation to inquire whether the person using Telephone Betting with a PIN of a Betting Account holder is the Betting Account holder himself. Any Bet placed via a Betting Account shall be deemed to have been placed by the holder of that Betting Account.

6.6 Errors in Recording

- (a) If a Backer alleges that his Bet was incorrectly given or incorrectly recorded whereby a Bet other than the Bet allegedly intended becomes a Valid Bet the detail of that Bet shall be that recorded in the Official Record and the Backer shall suffer the loss or receive the benefit as the case may be.
- (b) Where the Backer tenders a Bet verbally to a Staff using Telephone Betting and alleges that the error was due to the mistake or other default of the Staff and such alleged error has resulted in a loss to the Backer, the Club shall enquire into the circumstances but, regardless of the outcome of the enquiry, the Club shall not be liable to pay any Dividend or Refund which would have been payable had the allegedly intended Bet become a Valid Bet.
- (c) Notwithstanding Rule 6.6(b), the Club may, at its absolute discretion, credit to the Betting Account part or all of the Dividend or Refund which it is alleged would have been due had the allegedly intended Bet become a Valid Bet.
- (d) Any claim under this Rule 6.6 must be made in writing and accompanied by supporting evidence within 60 days after the day on which the relevant race was run.

6.7 Closure

- (a) The right to use Telephone Betting terminates immediately on the closure of the corresponding Betting Account.
- (b) Upon the closure of a Betting Account, the PIN will be invalidated.

- (c) Any Bet placed through Telephone Betting after the corresponding Betting Account has been closed will not be a Valid Bet.

6.8 Exclusion of Liability

The Club shall be under no liability to any person for:

- (a) any failure by the Club to process a Bet through Telephone Betting;
- (b) any failure by the Club to accept a withdrawal or transfer of funds instructed through Telephone Betting;
- (c) any loss sustained as a result of failure or malfunction of any equipment associated with Telephone Betting or the systems inter-connected with it whether it be the Club's systems or a communications system operated by third party or otherwise;
- (d) any loss sustained as a result of the incorrect, delayed or omitted repeat of information by the Club's prescribed telephone system;
- (e) any loss sustained arising out of the acts or omissions of any third party providing services associated with the operation of Telephone Betting or the systems inter-connected with it whether it be the Club's systems or a communications system operated by a third party; and
- (f) any loss sustained by a Betting Account holder whose Betting Account is accessed by a third party via Telephone Betting.

