

## **4. TELEPHONE BETTING**

### **4.1 The Facility**

- (a) The Club may provide a facility whereby a Betting Account holder may through the telephone:
  - (i) place a Bet with an Operator;
  - (ii) enquire the balance of his Betting Account;
  - (iii) request that his Betting Account be debited with an amount to be credited to his Primary Nominated Bank Account;
  - (iv) obtain in a readable form information, if any, as may be provided by the Operator or the Club.
- (b) The Club may refuse to provide Telephone Betting Facility to any Betting Account holder, accept a Bet, or withdraw or transfer funds via Telephone Betting without giving any reason to the Betting Account holder or the Operator.

### **4.2 Scope and Extent of Service**

- (a) The Club may provide the facility as described in Rule 4.1 to allow the Operator to make use of such facility to enable use of Telephone Betting as the Operator may determine.
- (b) The Club and the Operator shall together 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 any period of time.
- (e) The Club and the Operator may agree on and prescribe such charge for the use of the Club's Facility for Telephone Betting.

### **4.3 Application**

A Backer who wishes to use the services of Telephone Betting must first have a Betting Account.

### **4.4 Restrictions on Issue**

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

### **4.5 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) In addition to Rule 4.5(b), the Club may on any occasion require a Betting Account holder to provide such other information as the Club may determine so that the Club may confirm the identity of the caller being the Betting Account holder, the validity of a call or transaction.
- (e) At any time, the Operator may instruct the Club to, or the Club may, pursuant to Rule 4.1(b), refuse to accept a Bet, withdraw or transfer funds via Telephone Betting 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) Notwithstanding Rule 4.5(b) and (d) above, the Club shall be under no obligation to either the Operator or to a Betting Account holder to inquire or verify 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.

- (h) Following confirmation of the Echo by the Backer, the Bet must be duly processed by the Club in accordance with the Horse Race Betting Rules, the Football Betting Rules or the Lotteries Rules, as the case may be, as well as included in the Official Records before it constitutes a Valid Bet.

#### **4.6 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. For all intent and purposes, the Official Record shall be conclusive evidence of a Bet tendered by a Backer.
- (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 may enquire into the circumstances but, regardless of the outcome of the enquiry, neither the Club nor the Operator shall be liable to pay any Dividend, Refund or Rebate which would have been payable had the allegedly intended Bet become a Valid Bet.
- (c) Notwithstanding Rule 4.6(b), the Operator may, at its absolute discretion, instruct the Club to credit to the Betting Account part or all of the Dividend, Refund or Rebate which it is alleged would have been due had the allegedly intended Bet become a Valid Bet.
- (d) Any claim under this Rule 4.6 must be made in writing to the Club and accompanied by supporting evidence and such other information as the Club or the Operator may require within 60 days after the day on which the error took place.

#### **4.7 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.

#### **4.8 Exclusion of Liability**

Neither the Club nor the Operator shall be under any liability to any person for:

- (a) any failure by the Club and/or the Operator to process a Bet through Telephone Betting;
- (b) any failure by the Club and/or the Operator 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 program, equipment, network or system associated with Telephone Betting or any program, equipment, network or system inter-connected with it whether such program, equipment, network or system belongs to or is operated by the Club, the Operator or a third party;
- (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 Staff or any third party providing services associated with the operation of Telephone Betting or any program, equipment, network or system inter-connected with it whether such program, equipment, network or system belongs to or is operated by the Club, the Operator or a third party; and/or
- (f) any loss sustained by a Betting Account holder whose Betting Account is accessed by a third party via Telephone Betting.