

7. CASH VOUCHERS

7.1 The Facility

The Club may provide a facility whereby:

- (a) a prospective Backer may purchase from the Club a Cash Voucher which may be used to pay the stake money for any Bet;
- (b) a prospective Participant may purchase from the Club a Cash Voucher which may be used to pay the Investment in a Lottery; and
- (c) the Operator may pay the amount of any Dividend, Refund, Rebate or Prize by Cash Voucher in lieu of the Operator's obligation to pay Cash, issue a cheque therefor or make a credit to the Backer's Betting Account.

7.2 Format and Validity

- (a) The format of a Cash Voucher and the denominations which shall be available shall be decided by the Club.
- (b) Each Cash Voucher issued by a Betting Terminal or an Electronic Funds Transfer Terminal will have printed on it the value of the Cash Voucher, the date on which the Cash Voucher was issued and the unique serial number allocated to that Cash Voucher.
- (c) The validity of each Cash Voucher shall be determined by reference to the Official Record to the exclusion of anything written or marked on the Cash Voucher and to the exclusion of the information printed thereon by the Betting Terminal or the Electronic Funds Transfer Terminal.
- (d) It is the sole responsibility of a Backer to ensure that the Cash Voucher issued to him whether by a Betting Terminal or an Electronic Funds Transfer Terminal is for the correct amount.

7.3 Sale

- (a) Cash Vouchers may be sold at such Betting Locations and at such times as the Club may determine.
- (b) The Club may require a purchaser of a Cash Voucher to provide such personal particulars or other information as the Club may determine.
- (c) The Club may refuse to sell a Cash Voucher or may limit, by reference to their number and/or their cumulative face value, the number of Cash Vouchers it will sell to any one individual at any one time or at any one Betting Location without giving any reason.

7.4 Use

- (a) Cash Vouchers may be used to place Bets at such Betting Locations and at such times as the Operator may determine.
- (b) The Operator may instruct the Club to, or the Club may on its own volition, refuse to accept a Cash Voucher in payment of a Bet or may instruct the Club to limit, by reference to their number and/or their cumulative face value, the number of Cash Vouchers it will accept from any one individual in payment of a Bet at any one time or at any one Betting Location without giving any reason.
- (c) The Operator may instruct the Club to, or the Club may on its own volition, refuse to accept a Cash Voucher in payment of a Bet if the stake money exceeds the value of the Cash Voucher notwithstanding the tender by a Backer of the difference in Cash.
- (d) The Operator agrees that the Club may accept a Cash Voucher in payment of a Bet where the value of the Cash Voucher exceeds the stake money, and issue a Cash Voucher in payment of the difference.
- (e) A Cash Voucher used to pay for a Bet with an Operator or which is encashed becomes the property of the Operator and must be surrendered to the Club.

7.5 Encashment

- (a) Cash Vouchers may be encashed at such Betting Locations and at such times as the Club may determine. Where the context permits,

“encashment” (and thus other forms of the word) shall include the act to credit the cumulative face value of the relevant Cash Vouchers into a Betting Account.

- (b) The Club may require the holder of a Cash Voucher for encashment to provide such personal particulars as it may determine.
- (c) The Club may refuse to encash a Cash Voucher or may limit, by reference to their number and/or their cumulative face value, the number of Cash Vouchers it will encash for any one individual at any one time or at any one Betting Location without giving any reason.
- (d) An individual who is refused encashment of any one or more Cash Vouchers pursuant to Rule 7.5(c) may present the Cash Voucher(s) for claim at the Club’s Headquarters during normal business hours on any weekday within 180 days from the day on which it was purchased or issued and the Club may make inquiries into the circumstances of such refusal.
- (e) If a Cash Voucher is not used to place a Bet with an Operator or encashed with the Club within 180 days after the date of its issue, it shall be forfeited and the proceeds of the Cash Voucher 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.
- (f) On encashment of a Cash Voucher, the Club may pay either by Cash or cheque.
- (g) If the Official Record shows that a Cash Voucher has been used either to place a Bet or has been encashed, that shall be conclusive evidence of such use or encashment.
- (h) The Club will encash a Cash Voucher for the person presenting a Cash Voucher corresponding to the Official Record. The Club will not be concerned as to the division or dispute of the amount encashed among those claiming an interest in the Cash Voucher. As required in Rule 2.3(e), the person presenting a Cash Voucher shall indemnify the Club and the Operator against any liability arising from any disputed interest in such Cash Voucher.

- (i) The Club may make such enquiries as it considers necessary to satisfy itself that a claim for encashment of a Cash Voucher is a valid claim.
- (j) The Club shall be under no obligation to pay the value of a Cash Voucher within any specific time.

7.6 Interest

No interest will be payable by the Club on any sum received at the time of purchase of a Cash Voucher or retained at the time a Cash Voucher is issued in payment of a Dividend, Refund or Rebate.

7.7 Loss and Defacement

- (a) The Club may refuse a request for encashment to any person who cannot produce a Cash Voucher or who produces a Defaced Cash Voucher.
- (b) Without prejudice to the generality of Rule 7.7(a), the Club will not encash a Defaced Cash Voucher unless it can be identified by its unique serial number.
- (c) A request by a person to identify a lost Cash Voucher must be made within 7 days from the day on which it was issued and the person must provide such particulars as the Club may require to assist in identifying the lost Cash Voucher.
- (d) The Club is under no obligation to identify a lost Cash Voucher but if it does so, it may prescribe such charges as it decides.
- (e) Where a lost Cash Voucher or Defaced Cash Voucher can be identified by the Club, the Club may withhold payment until at least 180 days after the day on which the Cash Voucher was issued. The Club may impose any condition for encashment as it deems appropriate.

7.8 Voidance

- (a) The Club may without giving any reason at any time declare void a Cash Voucher notwithstanding that the Bet with the Operator

purchased by use of that Cash Voucher has been confirmed.

- (b) Upon the declaration that a Cash Voucher is void, the Operator may declare the Bet purchased by use of that Cash Voucher to be void notwithstanding that such Bet has been confirmed.

7.9 Search of Official Record

- (a) A request by a person for a search of the Official Record may be made to the Club to verify whether a particular Cash Voucher has been issued within 7 days from the date the Cash Voucher was allegedly issued and the person must provide such particulars as the Club may require to assist in searching the Official Record.
- (b) The Club is under no obligation to search the Official Record to verify if a Cash Voucher has been issued but if it does so, it may prescribe such charges as it decides.

7.10 Discharge of Obligation

The receipt by a Backer of a Cash Voucher in payment of a Dividend, Refund or Rebate shall discharge the Operator from any further obligation in respect of that Dividend, Refund or Rebate.

7.11 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 tendered Bet through the use of a Cash Voucher;
- (b) any loss sustained by a person as a result of failure of any program, equipment, network or system used to process Cash Vouchers, whether such program, equipment, network or system belongs to or is operated by the Club, the Operator or a third party;
- (c) payment of any Cash Voucher that has not been encashed within 180 days after the date of its issue;
- (d) any declaration by the Club that a Cash Voucher is void even if such declaration is subsequently proven to be unjustified or

incorrect; and/or

- (e) reporting, revealing or disclosing any transactions relating to the purchase, use or encashment of any Cash Voucher or for offering or releasing any personal data of any persons relating to such transactions to law enforcement authorities.