

8. ELECTRONIC SHROFF CARD

8.1 The Facility

- (a) The Club may provide a facility whereby a Betting Account holder may, by using an Electronic Shroff Card (the Card):
 - (i) place a Bet with an Operator at a Betting Terminal;
 - (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) transfer funds from his Nominated Bank Account to the Club's bank account for credit of his Betting Account or, subject to the provision of the facility by his bank, enquire the balance of his bank account;
 - (v) make a Cash withdrawal from his Betting Account; or
 - (vi) change his PIN for the Card.
- (b) The Club may refuse to issue a Card to any Betting Account holder, accept a Bet, or withdraw or transfer funds via use of a Card without giving any reason to the Betting Account holder or the Operator.

8.2 Scope and Extent of Service

- (a) The Club may operate the systems required to enable use of the Card as it and the Operator may determine.
- (b) The Club and the Operator shall together determine the transactions capable of being done by using the Card.
- (c) The Club may restrict the times of use and the services available on the Card.
- (d) The Club may limit the frequency of use of the Card by any

individual and the amount involved in any transaction on any day or over a specified period of time.

- (e) The Club and the Operator may agree on and prescribe such deposit for the issue for or such charge for the use of the Card.

8.3 Application

A Betting Account holder who wishes to be issued with the Card must apply to the Club on the appropriate form in writing and submit with such application the prescribed deposit and charges, if any.

8.4 Restrictions on Issue

- (a) Only a Betting Account holder may apply for the issue of and use the Card.
- (b) A Betting Account holder may apply for the issue of the Card as determined by the Club.
- (c) The Operator may instruct the Club to, or the Club may, pursuant to Rule 8.1(b), refuse to issue the Card to any person without giving any reason.

8.5 Validity

- (a) Each Card will bear a unique identity number.
- (b) The period of validity of the Card shall be decided by the Club.
- (c) If the Card is not used for 365 days or more, the Club may suspend or cancel it without further notice to the Card holder and any residual balance in the Betting Account and the deposit of the Card shall be forfeited. Such residual balance 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.

8.6 Use

- (a) The Card remains the property of the Club and must be immediately returned to the Club on demand.

- (b) The Card is not transferable and shall be used only by the Betting Account holder to whom it is issued.
- (c) The Club will allocate a PIN to each Betting Account holder to whom the Card is issued. The Betting Account holder may choose his own PIN thereafter.
- (d) Whenever the Card is used, the PIN must be entered in the Club's Betting Terminal.
- (e) A Betting Account holder must keep the PIN confidential.
- (f) Once an instruction has been given by the Card to place a Bet or to withdraw or transfer funds, it may not be altered or withdrawn.
- (g) At any time, the Operator may instruct the Club to, or the Club may, pursuant to Rule 8.1(b), refuse to accept a Bet or to withdraw or transfer funds via use of the Card without giving any reason.
- (h) Neither the Club nor the Operator shall be under any obligation to inquire or verify whether the person giving instructions via a Card is the Betting Account holder to whom the Card was issued. Any instruction given via the Card shall be deemed to have been given by the Betting Account holder to whom the Card was issued.

8.7 Loss and Damage

- (a) The loss of the Card must be immediately reported in writing to the Club.
- (b) If a Card is damaged, it must be immediately returned to the Club for the issue of a replacement.
- (c) The Club may refuse to allow a damaged Card to be used for any purpose.
- (d) The Club may prescribe such charge for the issue of a replacement Card as it may determine.

8.8 Closure

- (a) The right to use the Card terminates immediately on the closure of the corresponding Betting Account.
- (b) On the closure of a Betting Account, the Betting Account holder must immediately return the Card to the Club.
- (c) Upon the closure of a Betting Account, the PIN will be invalidated.
- (d) Any Bet placed through the Card after the corresponding Betting Account has been closed will not be a Valid Bet.

8.9 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 tendered through the use of a Card;
- (b) any failure by the Club to accept a withdrawal or transfer of funds via use of a Card;
- (c) any failure by the Club to implement a withdrawal or transfer of funds via use of a Card;
- (d) any loss sustained as a result of failure or malfunction of any program, equipment, network or system associated with the use of a Card whether such program, equipment, network or system belongs to or is operated by the Club, the Operator or a third party;
- (e) any loss sustained by a Betting Account holder whose bank account or Betting Account is accessed by a third party via a Card; and/or
- (f) any loss sustained arising out of the acts or omissions of any Staff or third party providing services associated with the operation of the Card or any program, equipment, network or system interconnected with it whether such program, equipment, network or system belongs to or is operated by the Club, the Operator or a third party.