

9. INTERNET BETTING

9.1 The Facility

- (a) The Club may provide a facility whereby a Betting Account holder may, by using the Internet:
 - (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) 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) credit to his Betting Account the amount receivable from encashment of Cash Vouchers in accordance with Rule 7.5; and
 - (vi) 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 or grant access to the Internet Facility to any Betting Account holder, accept a Bet, or withdraw or transfer funds via Internet Facility without giving any reason to the Betting Account holder or the Operator.

9.2 Scope and Extent of Service

- (a) The Club may operate the systems required to enable use of the Internet Facility;
- (b) The Club and the Operator shall together determine the transactions capable of being carried out by using the Internet Facility;

- (c) The Club may restrict the times of use and the services available on the Internet Facility;
- (d) The Club may limit the frequency of use of the Internet Facility by any individual users and the amount involved in any transaction on any day or over any period of time; and
- (e) The Club and the Operator may agree on and prescribe such charge for the use of the Internet Facility.

9.3 Application

- (a) A Betting Account holder who wishes to have access to the Internet Facility must apply to the Club and with such application pay the prescribed charge (if any).
- (b) The application may be made on the appropriate written form or through an on-line facility as the Club may determine.
- (c) The application will be subject to such on-line disclaimers as the Club and/or the Operator may prescribe for the use of the Internet Facility.

9.4 Restrictions on Issue

- (a) Only a Betting Account holder may apply for access to and use the Internet Facility.
- (b) The Operator may instruct the Club to, or the Club may, pursuant to Rule 9.1(b), refuse to grant access to the Internet Facility to any person without giving any reason.
- (c) The Internet Facility is intended and provided for access and use only in Hong Kong. Access to and use of the Internet Facility is granted on the condition that the Betting Account holder will only access and use the Internet Facility in Hong Kong.
- (d) It is the sole responsibility of any Betting Account holder who is located outside Hong Kong to check and comply with all applicable laws and regulations before accessing or using the Internet Facility.

- (e) All Bets placed and all transactions conducted on or through the use of the Internet Facility are deemed to have been made in Hong Kong and are subject to the laws of Hong Kong.

9.5 Use

- (a) Each Betting Account holder to whom access to the Internet Facility is granted will be identified by his account number or login name and his PIN.
- (b) Once an instruction has been given through the Internet Facility to place a Bet or to withdraw or transfer funds, it may not be altered or withdrawn.
- (c) Neither the Club nor the Operator shall be under any obligation to inquire or verify whether the person giving instructions via the Internet Facility is the Betting Account holder to whom access to the Internet Facility was granted; such instructions shall be deemed to be given by the Betting Account holder holding the PIN.

9.6 Closure

- (a) The right to access the Internet Facility terminates immediately on the closure of the corresponding Betting Account.
- (b) Any Bet placed via the Internet Facility after the corresponding Betting Account has been closed will not be a Valid Bet.

9.7 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 the Internet Facility;
- (b) any failure by the Club to accept a credit, withdrawal or transfer of funds instructed by use of the Internet Facility notwithstanding that the Internet Facility has confirmed receipt of the funds;
- (c) any failure by the Club to implement a credit, withdrawal or transfer of funds instructed by use of the Internet Facility

notwithstanding that the Internet Facility has confirmed receipt of the instruction;

- (d) any loss sustained by a person whose bank account or Betting Account is accessed by a third party via the Internet Facility;
- (e) any loss sustained as a result of the incorrect, delayed or omitted transmission via or display of information on the Internet Facility;
- (f) any loss sustained as a result of any program, equipment, network or system failure or malfunction, whether such program, equipment, network or system belongs to or is operated by the Club, the Operator or a third party, through or by which the Internet Facility is provided;
- (g) any loss sustained arising out of the acts or omissions of any Staff or third parties providing services associated with the operation of the Internet Facility 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
- (h) any consequences arising from any use of the Internet Facility outside Hong Kong and the Betting Account holder shall bear all risks and liabilities of making any Bets outside Hong Kong.