

## **2. GENERAL RULES**

### **2.1 Power of the Stewards of the Jockey Club**

- (a) The Stewards of the Jockey Club may delegate such of their functions pursuant to these Rules as they may determine.
- (b) If any circumstance arises which is not provided for by these Rules, it shall be referred to the Stewards of the Jockey Club whose determination shall be final and may be applied with retrospective effect.

### **2.2 Application of the Rules**

- (a) By utilising the Facilities in connection with the offering of Betting Activities, the Operators agree to be bound by these Rules.
- (b) By placing a Bet through any of the Facilities, the Backer agrees to be bound by these Rules.
- (c) The Operators and the Backers acknowledge and agree that these Rules form part of the contract between the Operator and a Backer when a Backer places a Bet or when a Backer applies for use of or uses any of the Facilities provided under these Rules.
- (d) An Operator may prescribe such additional terms and conditions upon a Backer in the use of any Facilities. In case there is any inconsistency between these Rules and any additional term or condition imposed by the Operator, these Rules shall prevail unless the Stewards of the Jockey Club declares otherwise.

### **2.3 Use of Betting Facilities**

- (a) The Operator may utilise, in connection with its provision of Betting services, any of the Facilities at or by which prospective Backers may tender Bets and at which Betting Tickets may be presented for the payment of Dividends, Refunds and/or Rebates.
- (b) The types of Betting available at each Facility, the processes and procedures applicable to each Facility, including without limitation the processes and acceptance procedures required to constitute a

Valid Bet for each Facility, and the times at which any particular type of Bet may be made will be determined by the Club and the Operator.

- (c) All Facilities and services applied for use by a Backer under these Rules shall be for the personal use of the Backer only.
- (d) Where the Facilities can only be accessed via a PIN, the PIN holder shall take all precautions to maintain the secrecy of the PIN. The PIN holder shall immediately change the PIN and report to the Club of any suspected unauthorised use of his PIN. Notwithstanding the foregoing, all transactions completed through use of the PIN, whether or not by the PIN holder himself shall be conclusively binding on the PIN holder.
- (e) The Club and the Operator shall deem the Betting Account holder or the individual presenting a Betting Ticket or Cash Voucher the only person having an interest in the Betting Account, the Betting Ticket or the Cash Voucher (as the case may be), despite any notice, whether actual, constructive or implied, which the Club and/or the Operator may have received that there may be joint or disputed interest in such Betting Account, Betting Ticket or Cash Voucher. The Betting Account holder or the individual presenting a Betting Ticket or Cash Voucher shall indemnify the Club and the Operator against any liability arising from any disputed interest in such Betting Account, Betting Ticket or Cash Voucher.
- (f) The Club may refuse to provide or may suspend the provision of any service through any of its Facilities to any Backer, process or accept a Bet, or withdraw or transfer funds via any Facility without giving any reason to the Backer or the Operator.
- (g) An Operator may request the Club to refuse to provide or suspend the provision of any service to a Backer or Betting Account holder through any Facility without giving any reason to the Backer, the Betting Account holder or the Club.
- (h) Once an instruction has been given by a Backer to place a Bet or to withdraw or transfer funds via any Facilities, it may not be altered or withdrawn.

## **2.4 Receipt of Bets**

- (a) The Operator will determine the types of Betting to be conducted through the use of any of the Facilities.
- (b) The Club will process and accept Bets for the Operator.
- (c) All Bets shall be made and settled in Hong Kong currency.
- (d) Unless otherwise declared by all Operators, and subject to these Rules, Bets shall be paid by or through the following means:
  - (i) Cash;
  - (ii) Cash Voucher; and/or
  - (iii) Betting Account.

## **2.5 Club's Role**

- (a) Subject to these Rules, the Club shall:
  - (i) provide or suspend the provision of such Facilities as described under these Rules;
  - (ii) promote Betting Activities to the extent as may be agreed with the Operator;
  - (iii) process and accept Bets for the Operator;
  - (iv) transmit a Bet to the Operator in accordance with the Backer's instructions;
  - (v) receive monies from Backer for the purpose of utilising the Facilities or Betting between Backers and the Operator;
  - (vi) transmit to the Backers on behalf of the Operator, the Dividends, Refund and/or Rebate;
  - (vii) arrange for the Backer's utilization of any of the Facilities, including without limitation the opening and maintenance of Betting Accounts.

- (b) Subject to these Rules, the Club will follow an Operator's decision on:
- (i) the format and validity of a Betting Ticket;
  - (ii) the form of Betting Ticket to be used for any particular Bet;
  - (iii) the contents and validity of the Official Record or part thereof;
  - (iv) how a physical Betting Ticket should be considered properly completed;
  - (v) what constitutes a Valid Bet and a Winning Bet;
  - (vi) the eligibility for a Dividend, Refund or Rebate of any Bet;
  - (vii) when to pay a Dividend, Refund or Rebate;
  - (viii) whether a Dividend, Refund or Rebate shall be paid in Cash, cheque, Cash Voucher or a credit to a Betting Account;
  - (ix) the procedure for the exchange, cancellation or withdrawal of any Bet;
  - (x) the revision of any Dividend or Rebate, and the time, place and condition of such payment;
  - (xi) the acceptance or rejection of any Defaced Ticket;
  - (xii) the declaration of any Void Ticket;
  - (xiii) the tracking of any Bet;
  - (xiv) determination of any Dividend, Refund or Rebate in the event of a Facility failure or disruption or the loss of any Official Record.
- (c) With the Operator's authorization, the Club will pay on a Valid Bet a Dividend, Refund or Rebate to a person presenting the physical Betting Ticket corresponding to the Official Record. Neither the Club nor the Operator will be concerned as to any claim for or dispute in the division of the Dividend, Refund or Rebate of any

other party claiming an interest in the Betting Ticket. As required in Rule 2.3(e), the person presenting the Betting Ticket shall indemnify the Club and the Operator against any liability arising from any disputed interest in such Betting Ticket or the corresponding Bet.

- (d) Under no circumstances shall the Club be liable to pay any Dividend, Refund or Rebate to any Backer unless such Dividend, Refund or Rebate has been received from the relevant Operator in payment to the Backer.

## **2.6 Physical Betting Tickets – Voidance**

Upon the Operator's declaration that a physical Betting Ticket is void, the Club may publish such declaration by a notice being displayed on the notice board at the Club's Headquarters and/or the Betting Location at which the physical Betting Ticket was issued. Any such notice shall be displayed for a period of not less than 24 hours from the time of the declaration.

## **2.7 Search of Official Record**

- (a) A Backer may make a request for a search of the Official Record:
  - (i) to confirm if certain Bet has been placed with an Operator as a Valid Bet;
  - (ii) to confirm if certain Betting Ticket has been issued or confirmed; or
  - (iii) to identify a lost physical Betting Ticket;

provided that such request is made within 7 days after the date of the relevant race meeting, football match or lottery draw (as the case may be) and the Backer must provide such particulars as the Club may require to assist in searching the Official Record.

- (b) A Backer may make a request for a search of the Official Record to identify a Defaced Ticket provided that such request is made within 60 days after the date of the relevant race meeting, football match or lottery draw (as the case may be) and the Backer must provide such particulars as the Club may require to assist in searching the Official Record.

- (c) Neither the Club nor any Operator is under any obligation to search the Official Record to locate or identify a Bet, a Betting Ticket or a Defaced Ticket but if it does so, it may prescribe such charges as it decides.

## **2.8 Dividends – Amendment**

- (a) On the declaration of a revised Dividend by an Operator, if requested by the Operator, the Club shall, in accordance with the Operator's request, post a notice of the declaration at the Headquarters of the Club and/or the Operator and/or announce the declaration in such manner as the Operator deems necessary and practicable.
- (b) The Operator may specify the time within which and the place(s) where Backers eligible to receive a revised Dividend or revised Rebate may claim payment.
- (c) If the Operator requires any Backer allegedly eligible to receive a revised Dividend or revised Rebate to produce proof of identity, to provide a contact address or to accept any condition of payment before payment of the revised Dividend or revised Rebate is made, the Backer shall comply with such requirement when seeking payment with the Club.
- (d) If at the expiration of the time specified by the Operator for the payment of a revised Dividend or revised Rebate, a holder of an eligible Betting Ticket has not presented himself for collection of the revised Dividend or revised Rebate or has failed to identify himself to the Operator's satisfaction or accept the Operator's condition of payment, the unclaimed Dividend or Rebate shall be forfeited.
- (e) The Operator will instruct the Club to debit or credit each Betting Account which has been credited with the original Dividend or original Rebate on a Bet which is subsequently revised with the difference accordingly.
- (f) If a revised Dividend or revised Rebate represents a downward adjustment from the original Dividend or original Rebate (as the case may be), the Operator may waive its entitlement to seek to recover from previously paid Backers the excess Dividend and/or

Rebate paid.

## **2.9 Dividends – Registration**

- (a) The Operator may direct the Club that a Dividend will be paid to the holder of a Winning Ticket or credited to the Betting Account of an account holder who has placed a winning Valid Bet only if the holder or account holder respectively registers himself in such manner as the Operator may require.
- (b) In such circumstances, the Operator will announce through the Club the fact that registration is required and will specify the time, place and method of registering.
- (c) If the holder of a Winning Ticket or a Betting Account holder who has placed a winning Valid Bet fails to register with the Club within the time and in the manner specified, the Operator may refuse payment of the Dividend and the Dividend shall be forfeited.

## **2.10 Dividends, Refunds or Rebates – Validity of Claims**

- (a) The Operator may instruct the Club to make such enquiries as the Operator considers necessary to satisfy itself that a claim made for a Dividend, Refund or Rebate is a valid claim and the Backer presenting the claim must fully co-operate with the Club failing which the Operator may withhold or refuse to make payment.
- (b) Notwithstanding any prior declaration that a Betting Ticket is void, upon receipt of a claim for payment of a Dividend or Rebate, the Club may make such enquiries as the Club thinks appropriate to determine how the Bet became to be declared void. Such enquiry shall not confer upon the holder of the Void Ticket any right to be paid a Dividend or Rebate.

## **2.11 Dividends, Refunds and Rebates – Forfeiture**

Any Dividend, Refund, Rebate or such other amount which by these Rules stands forfeited shall be disposed of in such manner as prescribed in the Horse Race Betting Rules, Football Betting Rules or Lotteries Rules (as the case may be).

## **2.12 Staff – Assistance**

Any Staff who helps a Backer to complete a Betting Ticket shall not be liable, nor shall the Club and/or the Operator be vicariously liable to the Backer in respect of any actual or alleged failure to comply with the Backer's wishes.

## **2.13 Staff – Betting**

- (a) Unless otherwise agreed by the Club and/or the Operator, a member of the Staff shall not be permitted to:
  - (i) act as an agent for the Backer;
  - (ii) tender a Bet or seek to receive payment of a Dividend, Refund or Rebate personally or with the assistance of a third party;
  - (iii) purchase, possess, encash or use a Cash Voucher;
  - (iv) open, fund or use a Betting Account; or
  - (v) apply for, possess or use either an Electronic Shroff Card, a Customer Input Terminal, an eWallet or access the Internet Facility.
- (b) A Bet made in contravention of Rule 2.13(a) may result in the Bet being declared void. Any Dividend, Refund or Rebate earned by any such Bet shall first be applied towards the discharge of any money owing by the Staff member concerned to the Operator and the Club, and then be forfeited.
- (c) If it is established the purchaser or holder of Cash Voucher is a Staff member, the Cash Voucher shall be declared void and the amount thereof shall be forfeited.
- (d) If it is established the user either of an Electronic Shroff Card or a Customer Input Terminal or the Internet Facility or an eWallet is a Staff member, the Betting Account, the Card, the Customer Input Terminal, the Internet Facility, or the eWallet (as the case may be) provided to the Staff member shall be cancelled by the Club and any residual balance in the relevant Betting Account and the deposit paid in respect of the Card or the Customer Input Terminal

shall be forfeited.

- (e) This Rule 2.13 shall not apply to Lotteries.

## **2.14 Juveniles or Persons in School Uniform**

- (a) No person under the age of 18 years or in school uniform shall or shall be permitted to:
  - (i) tender a Bet or to receive payment of a Dividend, Refund or Rebate;
  - (ii) purchase, encash or use a Cash Voucher;
  - (iii) open, fund or use a Betting Account;
  - (iv) apply for or use an eWallet, an Electronic Shroff Card or a Customer Input Terminal or access to the Internet Facility;
  - (v) use a Self-Vending Terminal or Electronic Funds Transfer Terminal; or
  - (vi) enter any Betting Location unless authorised by the Club or an Operator.
- (b) If it is established that a Backer is under 18 at the time of placing a Bet, such Backer's Bet may be declared void and any Dividend, Refund or Rebate to which such Backer would otherwise have been entitled shall be forfeited.
- (c) If it is established that the purchaser or holder of a Cash Voucher is under 18 at the time the Cash Voucher is purchased or when the Cash Voucher is presented for use, the Cash Voucher may be declared void and the amount thereof may be forfeited.
- (d) If it is established that the user either of an eWallet, an Electronic Shroff Card or a Customer Input Terminal or the Internet Facility is under 18 at the time the user uses or proposes to use such facilities, the Operator shall direct the Club to cancel the Betting Account, the eWallet, the Card, the Customer Input Terminal, the Internet Facility (as the case may be) and forfeit any residual balance in the Betting Account and the deposit paid in respect of the Card or the Customer Input Terminal.

- (e) Both the Club and the Operator shall have the right to seek an indemnity from any person who is under the age of 18 years or in school uniform who contravenes this Rule 2.14 and/or from any individual who aided or abetted such contravention against all liability, prosecution, claim, loss or damage which the Club and/or the Operator may suffer as a result of the contravention.

## **2.15 Authority of Person In Charge**

The Operator authorises and all Backers acknowledge that the person in charge of a Betting Location may, without giving a reason:

- (a) refuse to accept any amount tendered by a person for a Bet;
- (b) cancel acceptance of a Bet; and
- (c) cause any person to be removed from the Betting Location.

## **2.16 Facility Failure**

- (a) If due to Facility failure, no Betting Ticket is printed or captured by Internet Facility or an eWallet after the in-putting of a tendered Bet through a Self-Vending Terminal whether by debiting the stake money to a Cash Voucher or a Dividend, Refund or Rebate due on a Betting Ticket, the eligibility of such Bet for a Dividend, Refund or Rebate will be determined by reference to the Official Record.
- (b) If due to Facility failure, a Cash Voucher for the Dividend, Refund or Rebate on a Betting Ticket or a replacement Cash Voucher to which a Backer is entitled is not issued through a Self-Vending Terminal, the entitlement of the Backer to the Cash Voucher will be determined by reference to the Official Record.
- (c) If due to Facility failure the Dividend, Refund or Rebate on a Betting Ticket or the amount of the value of a Cash Voucher is not credited to the balance of a Betting Account or the amount of the stake money of a tendered Bet or a balance withdrawal is not debited from the balance of a Betting Account through the use of an Electronic Shroff Card or an eWallet at a Betting Terminal, the actual balance of the Betting Account will be determined by reference to the Official Record.

- (d) In the event of Facility failure specified in Rules 2.16(a), (b) or (c), the Backer must immediately report the same to the Club.
- (e) The Operator may require the Backer to provide such information as it may require to satisfy itself that the Backer tendered the alleged Bet, is entitled to the Dividend, Refund or Rebate or a Cash Voucher as claimed.
- (f) If due to Facility failure or disruption which leads to a Bet not being duly processed by the Operator and included in the Official Record, it shall not constitute a Valid Bet.

## **2.17 Discretion**

When in these Rules, the Club is empowered to decide or determine an issue:

- (a) the decision or determination reached by the Club shall be made in its absolute discretion;
- (b) it shall be under no obligation to give reasons for its decision or determination; and
- (c) its decision or determination shall be final.

## **2.18 Exclusion of Liability**

- (a) In the implementation of these Rules and the provision of the Facilities, the Club shall not:
  - (i) assume liability for any loss, whether direct or indirect, suffered by a Backer or any other person as a result of any act or omission, whether negligent or wilful, of the Club and/or the Operator, its employees, agents or contractors, including the employees of such agents or contractors, or any other person;
  - (ii) assume liability for any claim for loss or damage arising from any failure, disruption or breakdown of any of the Facilities howsoever caused; or
  - (iii) entertain any claim arising from any activities relating to Betting.

- (b) All Backers irrevocably waive and shall not lodge any complaint or make any claim against the Club for the Club's compliance with an Operator's decisions on any matters as provided under these Rules.

### **2.19 No Precedent**

The exercise of the discretion of the Club on one occasion shall not be considered a precedent in binding the Club in exercising its discretion in the like or similar manner on another occasion.

### **2.20 Application of the Horse Race Betting Rules, Football Betting Rules and the Lotteries Rules**

Unless otherwise declared by the Stewards of the Jockey Club, the Horse Race Betting Rules, Football Betting Rules and the Lotteries Rules are deemed incorporated in these Rules.

### **2.21 Non-Waiver**

No failure, delay, relaxation or forbearance on the part of the Club to enforce any of these Rules shall operate as a waiver and no single or partial exercise or enforcement of these Rules by the Club shall preclude the Club from any future exercise or enforcement of these Rules.

### **2.22 Governing Law and Jurisdiction**

These Rules are governed by the laws of Hong Kong, and each Operator and Backer shall submit to the exclusive jurisdiction of the courts of Hong Kong.