

## **2. GENERAL RULES**

### **2.1 Operator's Decision or Determination**

If any circumstance arises which is not provided for by these Rules, it shall be subject to the Operator's decision or determination.

### **2.2 Discretion**

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

- (a) the decision or determination reached by the Operator 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.

### **2.3 Betting Facilities**

- (a) For the purpose of conducting Betting, the Operator may use such Facilities as may be agreed between the Operator and the Club at or by which prospective Backers may tender Football Bets and at which Betting Tickets may be presented for the payment of Dividends and/or Refunds.
- (b) The extent of such Facilities will be determined by the Operator and may be modified from time to time without notice.
- (c) A person who uses or applies to use, where appropriate, such Facilities is deemed to have accepted these Rules, the Betting Facilities Rules, and such additional terms and conditions, as amended from time to time, as the Operator may determine shall apply to such Facilities.
- (d) The Facilities provided shall not extend to the making of Football Bets by any means of communication unless otherwise specifically provided in these Rules.

- (e) The times at which the Facilities provided shall be open to the public will be determined by the Club.
- (f) 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 Football Bet for each Facility, and the times at which any particular type of Football Bet may be made will be determined by the Club and the Operator.
- (g) The Operator may, at its discretion, offer live Betting at any time in relation to any Football Bets, and/or in relation to any Tournament Bets.
- (h) All Facilities applied for use by a Backer under these Rules shall be for the personal use of the Backer only.
- (i) The Operator and the Club 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 Operator and/or the Club 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 Operator and the Club against any liability arising from any disputed interest in such Betting Account, Betting Ticket or Cash Voucher.

## **2.4 Betting Processes and Procedures**

- (a) The Operator will determine the types of Betting to be conducted in relation to any Match or tournament.
- (b) The Operator will determine the Unit Bet and whether a bet may be split for any particular type of Football Bets.
- (c) The Operator will determine the conditions, the time and the types of Football Bets it may allow a Backer to initiate an Early Settlement Proposal.
- (d) All Football Bets must be made and settled in Hong Kong currency.

- (e) Unless otherwise declared by the Operator, and subject to these Rules, all Football Bets must be paid by or through the following means:
  - (i) Cash;
  - (ii) Cash Voucher; and/or
  - (iii) Betting Account.
- (f) No Valid Football Bet may be withdrawn by a Backer.
- (g) A Football Bet shall only become a Valid Football Bet if it has been duly processed by the Club in accordance with these Rules as well as included in the Official Record. A Football Bet has not been duly processed unless the stake money for such Football Bet has been accepted by the Club and/or debited from the Betting Account of the Backer.
- (h) Any Football Bet or part of a Football Bet declined or not accepted by the Operator shall not constitute a Valid Football Bet.
- (i) Under no circumstances shall the Operator be liable to pay a Dividend to a Backer on a Football Bet for which the stake money has not been accepted by the Club and/or debited from a Betting Account of the Backer.

## **2.5 Betting Restrictions**

- (a) The Operator may without giving any reason restrict the number and/or value of a Football Bet (whether Pari-mutuel or Fixed Odds) and/or decline or exclude the whole or any part of a Football Bet tendered by a Backer notwithstanding that the Club has processed the relevant Football Bet and/or the Operator has accepted the same.
- (b) Any Football Bet or part of a Football Bet declined or excluded pursuant to Rule 2.5(a) shall not constitute a Valid Football Bet.
- (c) The Operator's liability (if any) in respect of any declined or excluded Football Bet or part of a Football Bet is limited to a Refund of the money tendered and received by the Club for the Operator in respect of such declined or excluded Football Bet or part of a Football Bet.

- (d) For All Up Betting, the Operator may limit the amount of any Dividend entitlement that may be carried forward and tendered as a Football Bet on any other Match, tournament and/or selection.
- (e) Any decision by the Operator made under Rule 2.5(a) or Rule 2.5(d) shall be binding on the Backer who shall have no claim against the Operator for any Dividend and/or Refund entitlement which would have arisen but for the restriction, limitation, refusal and/or exclusion.

## **2.6 Betting Tickets – Format**

The Operator will decide the format of a Betting Ticket and will direct which form of Betting Ticket shall be used for any particular Football Bet. The Operator will also decide on the contents of the Official Record and the Computer Record recording a Betting Ticket or a particular Football Bet.

## **2.7 Betting Tickets and Betting Facilities – Charge**

The Operator may decide whether or not any charge shall be made for a blank Betting Ticket or for using any of the Facilities procured by the Operator for Betting.

## **2.8 Physical Betting Tickets – Completion**

- (a) When completing a physical Betting Ticket, the following provisions apply:
  - (i) The Betting Ticket should be marked with a blue ball-point pen.
  - (ii) Each selection must be marked with a vertical stroke “|” which must be entirely within the margins of the box provided.
  - (iii) The Betting Ticket must not be folded.
  - (iv) No alteration or correction may be made on the Betting Ticket.
- (b) A Backer who purchases a Quick Pick Ticket shall be deemed to have made the selection constituting each Football Bet on the Quick Pick Ticket.

## **2.9 Betting Tickets – Validity**

- (a) Notwithstanding any information that may be recorded on or in a Betting Ticket, a Football Bet will only become a Valid Football Bet when it has been duly processed by the Club as well as included in the Official Record. In the case of a Pari-mutuel Football Bet, a Football Bet will only become a Valid Football Bet when it has also been included in the Pool or Pools to which the Pari-mutuel Football Bet relates and which has not been subsequently excluded.
- (b) The eligibility for a Dividend and/or Refund of a Valid Football Bet shall be determined by reference to the Official Record of the Football Bet in question and to whether it has been duly processed, to the exclusion of anything else, including the printing of any information on paper where there is a physical Betting Ticket.
- (c) It is the sole responsibility of a Backer to ensure that the Betting Ticket issued or communicated to him correctly records all the details of the Football Bet(s) tendered by him.
- (d) Once a Betting Ticket has been issued to or confirmed with a Backer, it will not be exchanged, cancelled or withdrawn for any reason by the Backer.
- (e) If the Official Record (or any part thereof) is declared void by the Operator, the relevant Betting Ticket will be deemed void and no Football Bets recorded on the Official Record (or any part thereof) which is declared void shall be eligible for a Dividend. Subject to Rule 2.16, all affected Football Bets will be refunded.

## **2.10 Physical Betting Tickets – Loss and Defacement**

- (a) The Operator authorises the Club to refuse payment to any Backer who cannot produce a Betting Ticket or who produces a Defaced Ticket, in both cases where a physical Betting Ticket was issued.
- (b) No Dividend or Refund will be paid on a Betting Ticket (including a Defaced Ticket) unless it can be identified by its unique serial number.
- (c) A request by a Backer to identify a lost physical Betting Ticket must be made to the Club within 7 days after the Betting Day on which the

relevant Match was held. A request by a Backer to identify a Defaced Ticket must be made to the Club within 60 days after the Betting Day on which the relevant Match was held.

- (d) Neither the Operator nor the Club is under any obligation to identify a lost Betting Ticket or a Defaced Ticket but if it does so it may prescribe such charge as it decides.
- (e) Where a lost Betting Ticket or a Defaced Ticket can be identified by the Club, the Operator may instruct the Club to withhold payment thereon until 60 days after the Betting Day on which the relevant Match was held and may impose any condition for payment as it deems appropriate.

## **2.11 Betting Tickets – Voidance**

- (a) The Operator may without giving any reason, at any time declare void any Betting Ticket notwithstanding that the Football Bet thereon has been included in the Official Record and notwithstanding that a Dividend may already have been declared or an Early Settlement Proposal accepted by the Operator.
- (b) By way of an example of the application of Rule 2.11(a), the Operator may declare the relevant Betting Ticket void (whether the relevant Football Bet is winning or losing) if the Operator believes that a Football Bet has been placed and/or has become a Valid Football Bet after an event or result is known to the Backer and/or after a Team has gained a material advantage (including, without limitation, for example, the scoring of a Goal by that Team, a penalty kick being awarded to that Team, a red card being given to the other Team and/or injuries to one or more players of the other Team). The Operator's decision shall be final and binding.
- (c) A declaration that a physical Betting Ticket is void may be published by a notice being displayed on the notice board at the Operator'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.
- (d) Subject to Rule 2.16, all Football Bets so declared void will be refunded.

## **2.12 Betting with Insufficient Funds**

- (a) A Backer shall be liable to pay in full for a Football Bet the moment a Football Bet is accepted or recorded by the Facilities for Betting or is entered into the Official Record, whichever is the earliest.
- (b) If Betting closes before the Backer has paid for a Football Bet, the Backer remains liable to pay for the full amount of the Football Bet.
- (c) If the Backer fails to pay in full for the Football Bet and the Football Bet is entitled to a Dividend or Refund according to the Official Record, the Operator may declare the Betting Ticket void.
- (d) Notwithstanding Rule 2.12(c), the Operator may pay to the Backer a Dividend or Refund calculated by reference to the value of the Bet or the actual amount of money received by the Operator if less than the value of the Football Bet.

## **2.13 Rescheduled Match or Void Match**

- (a) If a Match is re-scheduled to an earlier time, all Football Bets accepted by the Operator before the starting time of the Match shall remain valid.
- (b) Subject to Rule 2.3(g), if a Match starts before the Operator closes Betting on the Match, the Operator may declare void and refund all Football Bets on such Match or may declare void and refund those Football Bets on such Match that were accepted after the Match started.
- (c) If the Match Venue of a Match is changed in any way other than that as set out in Rule 2.13(d), the Operator may declare void and refund all Football Bets on such Match.
- (d) Football Bets on a Match for which the Match Venue is changed from one neutral venue to another will stand unless the Match shall become a Void Match.
- (e) If either the Home Team or the Away Team is different from the one stated in the Schedules of Matches, the Operator may declare void and refund all Football Bets on such Match.

- (f) If a Match is required to be played behind closed doors or subject to other special conditions, the Operator may declare void and refund all Football Bets on such Match.
- (g) All Football Bets on a Void Match will be declared void and refunded except for those bets (i) the outcome of which has already been determined at the time the Match is declared a Void Match; (ii) which have already been surrendered for and paid an Early Settlement; or (iii) as the Operator decides otherwise. The Operator's determination or decision regarding the Football Bets on such Void Match shall be final notwithstanding any contrary decision of the official body of that Match.
- (h) In case of All Up Betting, all Football Bets on a Void Match will stand and the odds for all possible outcomes on the Void Match shall be considered as "1", except as provided for in:
  - (i) Rule 3.2(b)(v) in relation to First Half Home/Away/Draw Football Bets;
  - (ii) Rule 3.4(b)(v) in relation to First Half Correct Score Football Bets;
  - (iii) Rule 3.8(b)(v) in relation to First Half Handicap Football Bets;
  - (iv) Rule 3.9(b)(v) in relation to First Half HiLo Football Bets;
  - (v) Rule 3.10(b)(iii) in relation to First Half Team HiLo Football Bets;
  - (vi) Rule 3.11(b)(v) in relation to First Half Corner Taken HiLo Football Bets;
  - (vii) Rule 3.12(b)(iii) in relation to First Half Team Corner Taken HiLo Football Bets;
  - (viii) Rule 3.13(b)(v) in relation to First Half Corner Taken Handicap Football Bets;
  - (ix) Rule 3.14(b)(v) in relation to First Team to Score Football Bets;
  - (x) Rule 3.16(b)(viii) in relation to First Scorer Football Bets;

- (xi) Rule 3.17(b)(viii) in relation to Next Scorer Football Bets,
- (xii) Rule 3.19(b)(vi) in relation to Anytime Scorer Football Bets,
- (xiii) Rules 3.24(b) and 3.24(d) in relation to Specials Football Bets;  
and
- (xiv) All Up Football Bets within the same Match (the relevant All Up Football Bet will be declared void and refunded if any selection therein is void).

## **2.14 Match Result**

- (a) Subject to Rule 2.14(b), in determining the winning selection of each Football Bet type of a Match, the following shall be deemed the final result:
  - (i) for the Play Time:
    - (1) the Official Score declared by the referee immediately upon the conclusion of such Match at the end of the Play Time;
    - (2) in respect of First Team to Score and Next Team to Score Football Bets, the determination by the referee as to which Team scored the first Goal or the next Goal (as the case may be);
    - (3) in respect of Corner Taken Handicap, Corner Taken HiLo and Team Corner Taken HiLo Football Bets, the determination by the referee on the number of Corners awarded to and taken by the Home Team and/or the Away Team during the Play Time of such Match;
  - (ii) for the First Half:
    - (1) in respect of First Half Home/Away/Draw Football Bets, the Half Time Result of such Match declared by the referee at the end of the First Half;

- (2) in respect of First Half Correct Score Football Bets, the Half Time Score of such Match declared by the referee at the end of the First Half;
- (3) in respect of First Half HiLo and First Half Team HiLo Football Bets, the total number of Goals scored in such Match by the Home Team and/or the Away Team declared by the referee at the end of the First Half;
- (4) in respect of First Half Corner Taken Handicap, First Half Corner Taken HiLo and First Half Team Corner Taken HiLo Football Bets, the determination by the referee on the number of Corners awarded to and taken by the Home Team and/or the Away Team during the First Half of such Match;
- (5) in respect of First Half Handicap Football Bets, the Half Time Score of such Match;

(iii) for the Extra Time:

- (1) the Extra Time Score declared by the referee immediately upon the conclusion of the Extra Time of such Match;
- (2) in respect of Extra Time Handicap Home/Away/Draw and Extra Time Home/Away/Draw Football Bets, the results declared by the referee within the Extra Time of such Match;
- (3) in respect of Extra Time HiLo and Extra Time Team HiLo Football Bets, the total number of Goals scored by the Home Team and/or the Away Team during the Extra Time of such Match declared by the referee at the end of the Extra Time;
- (4) in respect of Extra Time Handicap Football Bets, the Extra Time Score of such Match;
- (5) in respect of Extra Time Total Goals Football Bets, the total number of Goals scored by the two competing Teams within the Extra Time of such Match as determined by the referee;

- (6) in respect of Extra Time Correct Score Football Bets, the total number of Goals of each relevant Team scored during the Extra Time of such Match declared by the referee at the end of the Extra Time; and
  - (7) in respect of Extra Time Corner Taken Handicap, Extra Time Corner Taken HiLo and Extra Time Team Corner Taken HiLo Football Bets, the determination by the referee on the number of Corners awarded to and taken by the Home Team and/or the Away Team during the Extra Time of such Match.
- (b) Any declaration made by a referee at any point in time during the Play Time or Extra Time shall be subject to the referee's determination which may amend or confirm such declaration.

## **2.15 Maximum and/or Minimum Stake and Maximum Dividend**

- (a) The Operator may impose a maximum or minimum unit stake amount or total stake amount, or a maximum Dividend amount payable, on each Betting Ticket and/or each Football Bet and/or each Football Bet type for a Backer.
- (b) The Operator may impose a maximum total stake amount that a Backer may stake in any one Betting Day.
- (c) The Operator may impose a maximum Dividend amount payable to a Backer in any one Betting Day.
- (d) Where the Operator decides or determines that a Backer or a group of Backers acting together in placing Football Bets has exceeded any one or more of the limits stated in Rules 2.15(a), 2.15(b) and 2.15(c) in any manner, the total Dividend (if any) payable to that Backer or group of Backers shall be limited to one single maximum Dividend amount.
- (e) In respect of Fixed Odds Football Bets, if the winning stake of a Valid Football Bet multiplied by the Fixed Odds recorded in the Operator's Official Record for such Valid Football Bet exceeds the maximum Dividend imposed by the Operator on each Betting Ticket and/or each Football Bet and/or each Football Bet type and/or for each one Betting Day, the Backer is only entitled to receive the

relevant maximum Dividend imposed by the Operator at the time such Football Bet is placed in respect of his Football Bet. The same limitation likewise applies to payment of Early Settlement if the amount exceeds the maximum Early Settlement imposed by the Operator.

- (f) Any limit stated in Rules 2.15(a), 2.15(b) and 2.15(c) may be changed by the Operator from time to time at its sole and absolute discretion without prior notice.

## **2.16 Dividends or Refunds – Payment**

- (a) Winning Tickets or claims for Refunds must be presented for payment at a Betting Location on any Betting Day within 60 days after the Betting Day on which the relevant Match or the last Match in the case of an All Up Football Bet was held.
- (b) If a Dividend is not collected within 60 days of the date the relevant Match was held or a Refund is not collected within 60 days of the day on which the event giving rise to the Refund occurred, the Dividend or the Refund shall be forfeited.
- (c) The Operator may pay a Dividend or Refund in Cash, by cheque or Cash Voucher or as credit to the Betting Account the Backer used to place the relevant Football Bet as it may determine.
- (d) Where there is a physical Betting Ticket, the physical Betting Ticket must be surrendered to the Club before the payment of any Dividend or Refund.
- (e) Each physical Betting Ticket upon which a Dividend or Refund has been paid becomes the property of the Operator.
- (f) If the Official Record shows that a Dividend or Refund has been paid in respect of any Football Bet, that shall be conclusive evidence that payment has been made.
- (g) The Operator authorises the Club to pay a Dividend or Refund to the person presenting the physical Betting Ticket corresponding to the Official Record. Neither the Operator nor the Club will be concerned as to any claim for or dispute in the division of the Dividend or Refund of any other party claiming an interest in the Betting Ticket. As required in Rule 2.3(i) the person presenting the Betting Ticket

shall indemnify the Operator and the Club against any liability arising from any disputed interest in such Betting Ticket or the corresponding Football Bet.

- (h) The Operator shall be under no obligation to pay a Dividend or Refund within any specific time.

## **2.17 Dividends- Amendment**

- (a) Where an error in or miscalculation of any Dividend is discovered, the Operator is empowered to declare a revised Dividend.
- (b) The power to revise a Dividend may be exercised by the Operator as an error or miscalculation is discovered.
- (c) Any holder of a Winning Ticket who has not previously been paid a Dividend shall thereafter be paid the revised Dividend.
- (d) Subject to Rules 2.17(f) to 2.17(h), any holder of a Winning Ticket who has been paid a Dividend shall be entitled to claim the difference between the original Dividend and the revised Dividend.
- (e) On the declaration of a revised Dividend, the Operator shall by itself or request the Club to post a notice of the declaration at the Headquarters of the Operator and/or the Club and/or announce the declaration in such manner as the Operator deems necessary and practicable.
- (f) The Operator may specify the time within which and the place(s) where Backers eligible to receive a revised Dividend may claim payment.
- (g) The Operator may require any Backer allegedly eligible to receive a revised Dividend to produce proof of identity and to provide a contact address to the Operator or the Club before payment is made. The Operator may impose any condition of payment of revised Dividend.
- (h) If at the expiration of the time specified by the Operator for payment of a revised Dividend, a holder of an eligible Betting Ticket has not presented himself for collection of the revised Dividend or has failed adequately to identify himself to the Operator's satisfaction or accept the Operator's condition of payment, the unclaimed Dividend shall be forfeited.

- (i) Each Betting Account which has been credited with the original Dividend on a Football Bet which is subsequently revised will be debited or credited with the difference accordingly.
- (j) If a revised Dividend represents a downward adjustment from the original Dividend, the Operator may waive its entitlement to seek to recover from previously paid Backers the excess Dividend paid.

## **2.18 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 a Betting Account of an account holder who has placed a winning Valid Football 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 Football 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.

## **2.19 Dividend Rounding and Minimum Dividend**

- (a) In respect of Fixed Odds Football Bets, the Dividend on each winning Football Bet or an Early Settlement payment shall be rounded up or rounded down to the nearest 10 cents.
- (b) For Multi-Match HaFu and Double HaFu Score, the Dividend declared on each Unit Bet shall be rounded up or rounded down to the nearest \$1. Notwithstanding the foregoing, no Dividend of less than the Unit Bet plus \$1 shall be declared.
- (c) Any saving or deficiency arising from such Dividend rounding or payment of the minimum Dividend shall be credited or debited respectively to the Dividend Rounding Account or any account as the Operator shall determine.

## **2.20 Dividends and Refunds – Validity of Claims**

- (a) The Operator may instruct the Club to make such enquiries as it considers necessary to satisfy itself that a claim made for a Dividend or a Refund 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) The Operator reserves the right to correct obvious errors before, during or after a Match and/or a tournament. In cases of incorrect Fixed Odds and/or Handicap, the Operator shall settle each affected Football Bet by reference to the correct prevailing Fixed Odds, Handicap and/or Extra Time Handicap at the time when that Football Bet was accepted.
- (c) Notwithstanding any prior declaration that a Betting Ticket is void, upon receipt of a claim for payment of a Dividend, the Club may make such enquiries as it considers appropriate to determine how the Football Bet became to be declared void. Any such enquiries shall not confer upon the holder of a Void Ticket any right to be paid a Dividend.

## **2.21 Dividends and Refunds – Forfeiture**

Any Dividend, Refund or such other amount which by these Rules stands forfeited shall upon payment of betting duty be paid to the Hong Kong Jockey Club Charities Trust as a charitable donation in such manner as determined by the Operator.

## **2.22 Closure of Bet Type and/or Betting and/or Pool**

- (a) The Operator may close any type of Football Bet, any selection available for Betting and/or any Pool in relation to any Match or tournament at any time without giving any reason.
- (b) All Valid Football Bets placed on such closed type of Football Bet, selection for Betting and/or Pool will be refunded in full.
- (c) The Operator shall have no liability in respect of any Football Bets placed on such closed type of Football Bet, selection for Betting and/or Pool other than a Refund.

## **2.23 Staff – Assistance**

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

## **2.24 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; or
  - (ii) tender a Football Bet or seek to receive payment of a Dividend and/or a Refund personally or with the assistance of a third party.
- (b) A Football Bet made in contravention of Rule 2.24(a) may result in the Football Bet being declared null and void. Any Dividend or Refund earned by any such Football Bet shall be first applied to towards the discharge of any money owing by the Staff member concerned to the Operator and the Club, and then be forfeited.

## **2.25 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 Football Bet or seek to receive payment of a Dividend and/or a Refund; or
  - (ii) enter any Betting Location unless authorised by the Operator.
- (b) If it is established that a Backer is under the age of 18 years at the time of placing a Football Bet, such Backer's Football Bet(s) may be declared void and any Dividend or Refund to which such Backer would otherwise have been entitled shall be forfeited.
- (c) Both the Operator and the Club 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 2.25 and/or from any individual who aided or abetted such contravention against all

liability, prosecution, claim, loss or damage which the Operator and/or the Club may suffer as a result of the contravention.

## **2.26 Authority of Persons 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 Football Bet;
- (b) cancel acceptance of a Football Bet; and
- (c) cause any person to be removed from the Betting Location.

## **2.27 Facility Failure**

- (a) In the event of breakdown of any Facility for processing Football Bets, the Operator may declare such Dividends, accept Early Settlement Proposals or order such Refunds in respect of any Valid Football Bets as it may determine.
- (b) If due to any Facility disruption or failure, a Football Bet cannot be included in the Operator's Computer Record and, in the case of a Pari-mutuel Football Bet, the Pari-mutuel Football Bet cannot be included in the Pool or Pools to which it relates, the Operator's liability (if any) is limited to a Refund of the money tendered and received by the Club for the Operator in respect of such Football Bet regardless of how the disruption or failure was caused.
- (c) If after a Football Bet has become a Valid Football Bet, the Facility fails, is damaged or destroyed or if the Computer Record is damaged or destroyed, to the extent that the Valid Football Bet cannot be identified or traced, the Operator's only liability (if any) is limited to a Refund of the money tendered and received by the Club for the Operator in respect of such Football Bet regardless of how the failure, damage or destruction was caused.

## **2.28 Application of Betting Facilities Rules**

The provision of the Betting Facilities Rules shall be deemed incorporated in these Rules.

## **2.29 Exclusion of Liability**

In the implementation of these Rules, neither the Operator nor the Club shall:

- (a) assume liability for any loss, whether direct or indirect, suffered by a Backer or any other person as a result of the wilful or negligent act or omission of the Operator and/or the Club, its employees, agents or contractors, including the employees of such agents or contractors, or any other person;
- (b) assume liability for any claim for loss or damage arising from any failure, disruption or breakdown of any of the Facilities howsoever caused;
- (c) entertain any claim arising from any activities relating to Betting.

## **2.30 No Precedent**

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

## **2.31 Non-Waiver**

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

## **2.32 Governing Law and Jurisdiction**

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