

2. GENERAL RULES

2.1 Operator's Decision or Determination

- (a) Subject to Rule 2.1(b), if a circumstance which is not provided for by these Rules arises, it shall be subject to the Operator's decision or determination.
- (b) In relation to Outbound Commingling and Outbound Commingled Bets, if a circumstance:
 - (i) arises and it is not provided for by these Rules or any Overseas Betting Rules to the extent such rules may apply; or
 - (ii) arises due to an inconsistency between these Rules and the applicable Overseas Betting 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 Bets and at which Betting Tickets may be presented for the payment of Dividends, Refunds and/or Rebates.

- (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 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 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.
- (g) All Facilities applied for use by a Backer under these Rules shall be for the personal use of the Backer only.
- (h) 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, at any time before or during a Betting period, the types of Betting to be conducted and the

formation of one or more Pools and/or Merged Pools or the splitting of one or more Merged Pools into one or more Pools and/or smaller Merged Pools for any race or meeting.

- (b) All Bets must be made and settled in Hong Kong currency.
- (c) Unless otherwise declared by the Operator, and subject to these Rules, all Bets must be paid by or through the following means:
 - (i) Cash;
 - (ii) Cash Voucher; and/or
 - (iii) Betting Account.
- (d) No Valid Bet may be withdrawn by a Backer.
- (e) A Bet shall only become a Valid Bet if it has been duly processed by the Club in accordance with these Rules as well as included in the Official Record. A Bet has not been duly processed unless the stake money for such Bet has been accepted by the Club and/or debited from a Betting Account of the Backer.
- (f) Any Bet or part of a Bet declined or not accepted by the Operator shall not constitute a Valid Bet.
- (g) Under no circumstances shall the Operator be liable to pay a Dividend to a Backer on a 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 Bet (whether Pari-mutuel or Fixed Odds) and/or decline or exclude the whole or any part of a Bet tendered by a Backer notwithstanding that the Club has processed the relevant Bet and/or the Operator has accepted the same.
- (b) Any Bet or part of a Bet declined or excluded pursuant to Rule 2.5(a) shall not constitute a Valid Bet.
- (c) The Operator's liability (if any) in respect of any declined or

excluded Bet or part of a 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 Bet or part of a Bet.

- (d) For All Up Betting, the Operator may limit the amount of any Dividend entitlement which may be carried forward and tendered as a Bet on any subsequent race.
- (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, Refund and/or Rebate 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 Bet. The Operator will also decide on the contents of the Official Record and the Computer Record recording a Betting Ticket or a particular 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 ballpoint 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 selected the horses constituting each Random 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 Bet will only become a Valid 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 Bet, a Bet will only become a Valid Bet when it has also been included in the Pool or Pools to which the Pari-mutuel Bet relates and which has not been subsequently restricted and/or declined or excluded. In the case of an Outbound Commingled Bet, in addition to the foregoing, a Bet will only become a Valid Bet for Outbound Commingling when the betting information in respect of which has also been included in the Overseas Pool to which the Bet relates and has not been subsequently restricted and/or declined or excluded by the Operator or the Foreign Operator.
- (b) The eligibility for a Dividend, Refund and/or Rebate of a Valid Bet shall be determined by reference to the Official Record of the 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) A Pari-mutuel Bet made by means of a Betting Ticket will be eligible to be included in the Official Record and to participate in a Pool only after it has been duly printed and validated by a Betting Terminal or confirmed in accordance with the Betting Facilities Rules. A Fixed Odds Bet made by means of a Betting Ticket will be eligible to be included in the Official Record only after it has been duly printed and validated by a Betting Terminal or confirmed in accordance with the Betting Facilities Rules.
- (d) 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 Bet tendered by him.
- (e) 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.

- (f) If the Official Record (or any part thereof) is declared void by the Operator, the relevant Betting Ticket will be deemed void and no Bets recorded on the Official Record (or any part thereof) which is declared void shall be eligible for a Dividend or Rebate. Subject to Rule 2.16, all affected 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, Refund or Rebate 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 date of the relevant race meeting. A request by a Backer to identify a Defaced Ticket must be made to the Club within 60 days after the date of the relevant race meeting.
- (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 charges as it decides.
- (e) Where a lost Betting Ticket or Defaced Ticket can be identified by the Club, the Operator may instruct the Club to withhold payment until 60 days after the date of the relevant race meeting and may impose any condition for payment as it deems appropriate.

2.11 Betting Tickets – Voidance

- (a) The Operator may without giving any reason and at any time declare any Betting Ticket void notwithstanding that:
 - (i) the Bet thereon has been included in the Official Record;
or
 - (ii) in the case of a Pari-mutuel Bet, the Pari-mutuel Bet

thereon has already been included in the Pool; or

- (iii) a Dividend has already been declared; or
 - (iv) in the case of an Outbound Commingled Bet, the betting information in respect of which has already been transmitted to the Foreign Operator and, whether or not, included in the Overseas Pool.
- (b) 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.
- (c) In the case of a Pari-mutuel Bet, upon such declaration under Rule 2.11(a) being made, the Pari-mutuel Bet received by the Operator may be excluded from the Pool to which it related.
- (d) In the case of an Outbound Commingled Bet, upon such declaration under Rule 2.11(a) being made, the betting information in respect of the Outbound Commingled Bet may be excluded from the Overseas Pool to which it relates.
- (e) Subject to Rule 2.16, all 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 Bet the moment a 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 Bet, the Backer remains liable to pay for the full amount of the Bet.
- (c) If the Backer fails to pay in full for the Bet and the Bet is entitled to a Dividend, Refund or Rebate 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, Refund or Rebate 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 Bet.

2.13 Rebate - Eligibility

- (a) The Operator may from time to time prescribe such eligibility requirements on Rebate entitlement, including without limitation the minimum value of Losing Bet and the race(s), race meeting(s) and/or Pool(s) for which Rebate may be given.
- (b) The Operator may at any time without giving any reason restrict, suspend or cancel the offering of Rebate.
- (c) In the event of any dispute under this section, the Operator's decision shall be final.

2.14 Dividends – Determination and Announcement

- (a) The Operator may declare Dividends for the types of Betting in operation for the race, races or race meeting in question. Such Dividends will be made public at the places designated for that purpose or will otherwise be announced by the Operator as it may determine.
- (b) In relation to a race, where calculating and paying Dividends on any race, or where determining the 1st, 2nd, 3rd and/or 4th horses to calculate the qualification for a Dividend, the position of horses and references to the finishing order declared when the Weighed in Signal is displayed and Dividends begin to be paid by the Operator, shall be the final results notwithstanding that all or any such declared results may subsequently be altered.
- (c) In relation to a race, where determining the places occupied by horses other than the 1st, 2nd, 3rd and 4th to calculate the qualification for a Dividend, the results declared by the Club upon completion of a race shall be the final results notwithstanding that all or any such declared results may subsequently be altered.
- (d) Except in respect of Outbound Commingling or otherwise expressly specified in these Rules, the Operator shall determine the formulae applicable for calculating Dividends on any race and may without giving any reason restrict and/or decline or exclude any information for calculating Dividends.

2.15 Maximum and/or Minimum Stake and Maximum Dividend in respect of Fixed Odds Bets

- (a) In respect of Fixed Odds Bets, 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 Bet and/or each Bet type for a Backer.
- (b) In respect of Fixed Odds Bets, the Operator may impose a maximum total stake amount that a Backer may invest in any one Betting Day.
- (c) In respect of Fixed Odds Bets, 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 Bets has exceeded any one or more of the limits stated in Rule 2.15(a), Rule 2.15(b) and Rule 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 Bets, if the winning stake of a Valid Bet multiplied by the Fixed Odds recorded in the Operator's Official Record for such Valid Bet exceeds the maximum Dividend imposed by the Operator on each Betting Ticket and/or each Bet and/or each 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 Bet is placed in respect of his Bet.
- (f) Any limit stated in Rule 2.15(a), Rule 2.15(b) and Rule 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, Refunds and Rebate – Payment

- (a) Claims for Dividend, Refunds and/or Rebate must be made at a Betting Location on any business day within 60 days after the date of the relevant race meeting.

- (b) If a Dividend, Refund or Rebate is not collected within 60 days in compliance of Rule 2.16(a), it shall be forfeited.
- (c) The Operator may pay a Dividend, Refund or Rebate in Cash, cheque or Cash Voucher or as credit to the Betting Account the Backer used to place the relevant 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, Refund or Rebate.
- (e) Each physical Betting Ticket upon which a Dividend, Refund or Rebate has been paid becomes the property of the Operator.
- (f) If the Official Record shows that a Dividend, Refund or Rebate has been paid in respect of any Bet, that shall be conclusive evidence that payment has been made.
- (g) The Operator authorises the Club to pay a Dividend, Refund or Rebate 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, Refund or Rebate of any other party claiming an interest in the Betting Ticket. As required in Rule 2.3(h) 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 Bet.
- (h) The Operator shall be under no obligation to pay a Dividend, Refund or Rebate within any specific time.

2.17 Dividends – Amendment

- (a) Where an error in or miscalculation of any Dividend is discovered or where a Foreign Operator declares a revision in its calculation of payout in respect of Outbound Commingling, the Operator is empowered to either adhere to the original Dividend calculation and continue to make payment of Dividend in respect thereof or declare a revised Dividend.
- (b) Any holder of a Winning Ticket who has not previously been paid a Dividend shall thereafter be paid the revised Dividend.

- (c) Upon declaration by the Operator of a revised Dividend pursuant to Rule 2.17(a), any Backer eligible to receive a Rebate and has not previously been paid such Rebate shall thereafter be paid a revised Rebate.
- (d) Subject to Rules 2.17(f) to (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. Subject to Rule 2.13, any Backer eligible to receive a Rebate shall be entitled to claim the difference between the original Rebate and the revised Rebate.
- (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 or revised Rebate may claim payment.
- (g) The Operator may require any Backer allegedly eligible to receive a revised Dividend or revised Rebate 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 or revised Rebate.
- (h) If within 60 days after the date of the relevant race meeting, a holder of an eligible Betting Ticket has not presented himself for collection of the revised Dividend or revised Rebate or has failed adequately to identify himself to the Operator's satisfaction or accept the Operator's condition of payment, the unclaimed Dividend or Rebate shall be forfeited.
- (i) Each Betting Account which has been credited with the original Dividend or original Rebate on a Bet which is subsequently revised will be debited or credited with the difference accordingly.
- (j) 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.

2.18 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 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.

2.19 Dividend, Refund and Rebate Rounding

- (a) Subject to Rules 2.19(b), 2.19(c) and 2.19(d), a Betting Ticket eligible for a Dividend and/or Refund and/or Rebate will be paid in multiples of 50 cents. Should the relevant amount not be an exact multiple of 50 cents, then such amount will be rounded up or rounded down to the nearest 50 cents.
- (b) In the case where a Betting Ticket is eligible for the minimum Dividend for Place Bets as described in Rule 3.7(a), the total amount paid in respect of the Betting Ticket for a Dividend, Refund or Rebate may not be in multiples of 50 cents.
- (c) In respect to Fixed Odds Bets, the Dividend on each winning Bet shall be rounded up or rounded down to the nearest 10 cents.
- (d) Where a Pari-Mutuel Bet on a single race Pool placed by a Backer using Flexi Bet or Partial Unit Bet is eligible for a Refund, the Betting Ticket with such Pari-Mutuel Bet will be refunded or paid (as the case may be) in multiples of 10 cents. Should the relevant amount not be an exact multiple of 10 cents, then such amount will be rounded up or rounded down to the

nearest 10 cents.

- (e) Any saving or deficiency arising from the rounding pursuant to Rule 2.19(a), 2.19(c) or 2.19(d) shall be credited or debited respectively to the Dividend Rounding Account or any account as the Operator shall determine.

2.20 Dividends, Refunds or Rebates – 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, Refund or Rebate is a valid claim and the Backer presenting the claim must fully co-operate with the Club failing which Operator may withhold or refuse to make payment.
- (b) The Operator reserves the right to correct obvious errors before, during or after a race and/or race meeting. In cases of incorrect Fixed Odds, the Operator shall settle each affected Bet by reference to the correct prevailing Fixed Odds at the time when that Bet was accepted.
- (c) 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 it 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. If so required by the Club, the relevant Backer shall provide the Club with all such assistance and co-operation as the Club may reasonably require in connection with such enquiries.

2.21 Dividends, Refunds and Rebates – Forfeiture

Any Dividend, Refund, Rebate or such other amount which by these Rules stands forfeited shall be deemed to have been directed by the person entitled thereto 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 Bet, any selection available for Betting and/or Pool at any time without giving any reason.

- (b) All Valid Bets placed on such closed type of Bet, selection for Betting and/or Pool will be refunded in full.
- (c) The Operator shall have no liability in respect of any Bet in such closed type of Bet, selection for Betting and/or Pool other than a Refund.
- (d) For the avoidance of doubt, this Rule 2.22 shall apply to Merged Pools.

2.23 Racing – False Start

If a False Start is signalled before Betting on the race has been closed, Betting may remain open. If Betting has been closed prior to the False Start being signalled, Betting on the race may be reopened after notice of the False Start is received.

2.24 Racing – Postponements/Cancellations

Subject to Rule 2.16, a Refund will be made in respect of each Bet received by the Operator (a) for a race meeting which is postponed, cancelled or declared void or (b) if such Bet is an Outbound Commingled Bet, following a refund from the Overseas Pool for an Overseas Race which is postponed, cancelled or declared void by an overseas racing authority, the Foreign Operator or the Operator.

2.25 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 in respect of any actual or alleged failure to comply with the Backer's wishes.

2.26 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 Bet or seek to receive payment of a Dividend, Refund or Rebate personally or with the assistance of a

third party.

- (b) A Bet made in contravention of Rule 2.26(a) may result in the Bet being declared null and 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.

2.27 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; or
 - (ii) enter any Betting Location unless authorised by the 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) 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 2.27 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.

2.28 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.

2.29 Facility Failure

- (a) In the event of breakdown of any Facility for processing Bets, the Operator may declare such Dividends, order such Refunds or pay such Rebates in respect of any Valid Bets, and in the case of Valid Bets that are Pari-mutuel Bets, declare the Favourite for the race, as it may determine.
- (b) If due to any Facility disruption or failure, a Bet cannot be included in the Operator's Computer Record and, in the case of a Pari-mutuel Bet, the Pari-mutuel 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 Bet regardless of how the disruption or failure was caused.
- (c) If after a Bet has become a Valid Bet, the Facility fails, is damaged or destroyed or if the Computer Record is damaged or destroyed, to the extent that the Valid 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 Bet regardless of how the failure, damage or destruction was caused.
- (d) The Operator may without giving any reason close a Merged Pool and:
 - (i) refund all or certain Bet types accepted in the Merged Pool; and/or
 - (ii) continue with one or more of the Net Pools originally merged in the Merged Pool, for those Bet types which have not been refunded.

2.30 Application of Betting Facilities Rules

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

2.31 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) assume liability for any postponement, suspension or cancellation of any race including an Overseas Race;
- (d) assume liability for (i) the acceptance or cancellation of any Bet type or (ii) the exclusion, refusal, restriction and/or limitation of any betting information for Outbound Commingling, by the Operator or a Foreign Operator;
- (e) assume liability for (i) any failure, disruption or breakdown of the facility of a Foreign Operator in receiving or processing betting information for calculating payout or Dividends for Outbound Commingling; (ii) any error in or miscalculation of any Dividend by a Foreign Operator; or (iii) any willful or negligent act or omission of a Foreign Operator or its employees, agents or contractor; or
- (f) entertain any claim arising from any activities relating to Betting.

2.32 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.

2.33 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.

2.34 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.