

2. GENERAL RULES

2.1 Power of the Operator

- (a) For the purpose of conducting Lotteries, the Operator may use such Facilities as may be agreed between the Operator and the Club.
- (b) If any circumstance arises which is not provided for by the 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 Conduct of Draw

- (a) The conduct of the Draw will be in such manner, at such time and at such place as the Operator may determine.
- (b) The Operator shall have power to postpone a Draw.

2.4 Lottery Facilities

- (a) The Operator will provide or procure the Facilities at or by which prospective Participants may tender Entries and at which Lottery Tickets may be presented for the payment of Prizes 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 placing of Entries by any means of communication unless otherwise specifically provided in the 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 Lottery 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 Entry for each Facility, and the times at which any particular type of Entry may be made will be determined by the Club and the Operator.
- (g) All Facilities applied for use by a Participant under these Rules shall be for the personal use of the Participant only.
- (h) The Operator and the Club shall deem the Betting Account holder or the individual presenting a Lottery Ticket or Cash Voucher the only person having an interest in the Betting Account, the Lottery 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, Lottery Ticket or Cash Voucher. The Betting Account holder or the individual presenting a Lottery Ticket or Cash Voucher shall indemnify the Operator and the Club against any liability arising from any disputed interest in such Betting Account, Lottery Ticket or Cash Voucher.

2.5 Lottery Processes and Procedures

- (a) Prior to the opening of sales, the Operator will announce the

form of Lottery to be operated and such form will continue for all subsequent Lotteries until announcement of a variation is made.

- (b) All Entries must be made and settled in Hong Kong currency.
- (c) Unless otherwise declared by the Operator, and subject to these Rules, all Entries must be paid by or through the following means:
 - (i) Cash;
 - (ii) Cash Voucher; and/or
 - (iii) Betting Account.
- (d) No Valid Entry may be withdrawn by a Participant other than as provided in Rule 2.5(e) below.
- (e) If a Multiple Draw Entry becomes eligible for a Prize or Refund:
 - (i) A Participant holding the physical Winning Ticket may withdraw the Entry for the remaining Draws by surrendering the physical Winning Ticket to the Operator thus collecting the Prize or Refund plus a Refund of Stake Amounts on the remaining Draws.
 - (ii) A Participant who paid for the Winning Ticket through a Betting Account may not withdraw the Entry for the remaining Draws.
- (f) An Entry shall only become a Valid Entry if it has been duly processed by the Club in accordance with these Rules as well as included in the Official Record. An Entry has not been duly processed unless the Stake Amount has been accepted by the Club and/or debited from the Betting Account of the Participant.
- (g) Any Entry or part of an Entry declined or not accepted by the Operator shall not constitute an Entry.
- (h) Under no circumstances shall the Operator be liable to pay a

Prize to a Participant on an Entry for which the Stake Amount has not been accepted by the Club and/or debited from the Betting Account of the Participant.

2.6 Lottery Restrictions

- (a) The Operator may without giving any reason restrict the number and/or value of an Entry and/or decline or exclude the whole or any part of an Entry tendered by a Participant notwithstanding that the Club has processed the relevant Entry and/or the Operator has accepted the same.
- (b) Any Entry or part of an Entry declined or excluded pursuant to Rule 2.6(a) above shall not constitute a Valid Entry.
- (c) The Operator's liability (if any) in respect of any declined or excluded Entry or part of an Entry is limited to a Refund of the money tendered and received by the Club for the Operator in respect of such declined or excluded Entry or part of an Entry.
- (d) Any decision by the Operator made under Rule 2.6(a) shall be binding on the Participant who shall have no claim against the Operator for any Prize and/or Refund which would have arisen but for the restriction, limitation, refusal and/or exclusion.

2.7 Lottery Tickets – Format

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

2.8 Lottery Tickets and Betting Facilities – Charge

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

2.9 Physical Lottery Tickets – Completion

- (a) When completing a physical Lottery Ticket, the following provisions apply:

- (i) The Lottery 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 Lottery Ticket must not be folded.
 - (iv) No alteration or correction may be made on the Lottery Ticket.
- (b) A Participant who purchases a Quick Pick Ticket shall be deemed to have selected the numbers constituting each Entry on the Quick Pick Ticket.

2.10 Lottery Tickets – Validity

- (a) Notwithstanding any information that may be recorded on or in a Lottery Ticket, an Entry will only become a Valid Entry when it has been duly processed by the Club in accordance with these Rules as well as included in the Official Record and the relevant Pool. An Entry has not been duly processed unless the Stake Amount has been accepted by the Club and/or debited from the Betting Account of the Participant.
- (b) The eligibility for a Prize and/or Refund of a Valid Entry shall be determined by reference to the Official Record of the Entry 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 Lottery Ticket.
- (c) An Entry made by means of a Lottery Ticket will be eligible 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.
- (d) It is the sole responsibility of a Participant to ensure that the Lottery Ticket issued or communicated to him correctly records all the details of the Entry tendered by him.
- (e) Once a Lottery Ticket has been issued to or confirmed with a

Participant, it will not be exchanged, cancelled or withdrawn for any reason by the Participant.

- (f) If the Official Record (or any part thereof) is declared void by the Operator, the relevant Lottery Ticket will be deemed void and no Entries recorded on the Official Record (or that part thereof) which is declared void shall be eligible for a Prize. Subject to Rule 2.16, all affected Entries will be refunded.

2.11 Physical Lottery Tickets – Loss and Defacement

- (a) The Operator authorises the Club to refuse payment to any Participant who cannot produce a Lottery Ticket or who produces a Defaced Ticket, in both cases where a physical Lottery Ticket was issued.
- (b) No Prize or Refund will be paid on a Lottery Ticket (including a Defaced Ticket) unless it can be identified by its unique serial number.
- (c) A request by a Participant to identify a lost physical Lottery Ticket must be made to the Club within 7 days after the date of the relevant Draw. A request by a Participant to identify a Defaced Ticket must be made to the Club within 60 days after the date of the relevant Draw.
- (d) Neither the Operator nor the Club is under any obligation to identify a lost Lottery Ticket or a Defaced Ticket but if it does so it may prescribe such charge as it decides.
- (e) Where a lost Lottery 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 Draw and may impose any condition for payment as it deems appropriate.

2.12 Lottery Tickets – Voidance

- (a) The Operator may without giving any reason, at any time declare void any Lottery Ticket notwithstanding that the Entry thereon has been included in the Pool and notwithstanding that a Prize may already have been announced.
- (b) A declaration that a physical Lottery Ticket is void may be

published by a notice being displayed on the notice board at the Operator's Headquarters and/or the Lottery Location at which the physical Lottery 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) Upon such declaration being made, the Entry received by the Operator shall be excluded from the Pool.
- (d) Subject to Rule 2.16 all Entries so declared void will be refunded.

2.13 Tendering an Entry with Insufficient Funds

- (a) A Participant shall be liable to pay in full for an Entry the moment the Entry is accepted or recorded by the Facilities for Lotteries or is entered into the Official Record, whichever is the earliest.
- (b) If the Lottery closes before the Participant has paid for an Entry, the Participant remains liable to pay for the full amount of the Entry.
- (c) If the Participant fails to pay in full for the Entry and the Entry is entitled to a Prize or Refund according to the Official Record, the Operator may declare the Lottery Ticket void.

2.14 Standing Instructions

- (a) The Operator may accept a Standing Instruction subject to the following conditions:
 - (i) A Standing Instruction may only be given by a Betting Account holder;
 - (ii) The Standing Instruction must be properly and successfully submitted through the interactive voice response system of the Club's Customer Care Hotline or in writing addressed to the Customer Care Section, delivered to and received by the Club;
 - (iii) A Standing Instruction will become effective on such date as the Operator may determine;

- (iv) Any alteration or cancellation of a Standing Instruction must be properly and successfully submitted through the interactive voice response system of the Club's Customer Care Hotline or in writing addressed to the Customer Care Section, delivered to and received by the Club; and
 - (v) An alteration or cancellation of a Standing Instruction will become effective on such date as the Operator may determine or notify.
- (b) No Entry or Entries to be processed by a Standing Instruction shall be valid unless the Betting Account in question is in sufficient credit to cover the amount of the Entry or Entries at close of business on the day before the day on which the draw for the Lottery takes place.
 - (c) If there are insufficient funds in a Betting Account to cover a Standing Instruction, the Operator may suspend or cancel the Standing Instruction without notice.
 - (d) Neither the Club nor the Operator shall be under any liability to a Betting Account holder or to any other person if for any reason the Entry or Entries to be processed by Standing Instruction are not included, whether in whole or in part, in the relevant Lottery.
 - (e) The Operator may accept a Standing Instruction at a Partial Unit Stake Amount. Any amount which a Betting Account holder tenders for an Entry through a Standing Instruction and which falls less than the Unit Stake Amount but accords with the exact amount of a Partial Unit Stake Amount which the Operator may, from time to time, prescribe and accept shall be deemed a Partial Unit Stake Amount. All Entries must be made at a Unit Stake Amount or their full number multiples, or a Partial Unit Stake Amount. The Operator may not process a Standing Instruction if the amount for an Entry submitted is not the Unit Stake Amount or their full number multiples, or a Partial Unit Stake Amount.
 - (f) In the event that the Operator shall change the minimum amount for the Unit Stake Amount or the denomination of a

Partial Unit Stake Amount, the amount tendered by the Betting Account holder per Entry by a Standing Instruction shall be deemed fractions or multiples of the altered Unit Stake Amount, if appropriate. A fraction will only be accepted by the Operator if the amount is equivalent to a Partial Unit Stake Amount prescribed and accepted by the Operator. The Standing Instruction shall be deemed to have altered automatically as described in the aforesaid until the Betting Account holder has made any further alteration or cancellation pursuant to these Rules.

2.15 Draw Results

- (a) The results of a Draw and the Prizes payable shall be recorded by the Operator.
- (b) The results so recorded shall be official and all Participants shall be bound by such recorded results.

2.16 Prizes and Refunds – Payment

- (a) Winning Tickets or claims for Refunds must be presented for payment at a Lottery Location on any business day within 60 days after the date of the relevant Draw or, in the case of Multiple Draw Entries, within 60 days after the date of the last Draw.
- (b) If a Prize or Refund is not collected within 60 days after the date of the relevant Draw, it shall be forfeited.
- (c) The Operator may pay a Prize or Refund in Cash, cheque or Cash Voucher or as credit to the Betting Account the Participant used to place the relevant Entry as it may determine.
- (d) Where there is a physical Lottery Ticket, the physical Lottery Ticket must be surrendered to the Club or Lottery Agent before the payment of any Prize or Refund.
- (e) Each physical Lottery Ticket upon which a Prize or Refund has been paid becomes the property of the Operator.
- (f) If the Official Record shows that a Prize or Refund has been paid in respect of any Entry, that shall be conclusive evidence

that payment has been made.

- (g) The Operator authorises the Club to pay a Prize or Refund to the person presenting the physical Lottery 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 Prize or Refund of any other party claiming an interest in the Lottery Ticket. As required in Rules 2.4(h), the person presenting the Lottery Ticket shall indemnify the Operator and the Club against any liability arising from any disputed interest in such Lottery Ticket or the corresponding Entry.
- (h) The Operator shall be under no obligation to pay a Prize or Refund within any specific time.

2.17 Prizes – Amendment

- (a) Where an error in or miscalculation of any Prize is discovered, the Operator is empowered to declare a revised Prize.
- (b) The power to revise a Prize 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 Prize shall thereafter be paid the revised Prize.
- (d) Subject to Rules 2.17(f) to 2.17(h), any holder of a Winning Ticket who has been paid a Prize shall be entitled to claim the difference between the original Prize and the revised Prize.
- (e) On the declaration of a revised Prize, 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 Participants eligible to receive a revised Prize may claim payment.
- (g) The Operator may require any Participant allegedly eligible to receive a revised Prize 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 Prize.

- (h) If at the expiration of the time specified by the Operator for the payment of a revised Prize, a holder of an eligible Winning Ticket has not presented himself for collection of the revised Prize or has failed adequately to identify himself to the Operator's satisfaction or accept the Operator's condition of payment, the unclaimed Prize shall be forfeited.
- (i) Each Betting Account which has been credited with a Prize on an Entry placed through such Betting Account which is subsequently revised will be debited or credited with the difference accordingly.
- (j) If a revised Prize represents a downward adjustment from the original Prize, the Operator may waive its entitlement to seek to recover from previously paid Participants the excess Prize paid.

2.18 Prizes – Registration

- (a) The Operator may direct the Club that a Prize 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 Entry 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 Entry fails to register with the Club within the time and in the manner specified, the Operator may refuse payment of the Prize and the Prize shall be forfeited.

2.19 Prizes 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 Prize or a Refund is a valid claim and the Participant 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 Lottery Ticket is void, upon receipt of a claim for payment of a Prize, the Club may make such enquiries as it thinks appropriate to determine how the Lottery Ticket became to be declared void. Such enquiry shall not confer upon the holder of the Void Lottery Ticket any right to be paid a Prize.

2.20 Closure of Draw

- (a) The Operator may close any Draw at any time without giving any reason.
- (b) All Valid Entry included in the Pool in respect of such closed Draw will be refunded in full.
- (c) The Operator shall have no liability in respect of any Entries in such closed Pool other than a Refund.

2.21 Prizes and Refunds – Forfeiture

Any Prize, Refund or such other amount which by these Rules stands forfeited shall be credited to the Snowball Pool in such manner as determined by the Operator.

2.22 Staff – Assistance

Any Staff who helps a Participant to complete a Lottery Ticket shall not be liable, nor shall the Operator, the Club and/or the Lottery Agent (as the case may be) be vicariously liable to the Participant in respect of any actual or alleged failure to comply with the Participant's wishes.

2.23 Juveniles or Persons in School Uniform

- (a) No person under the age of 18 years or in school uniform shall be permitted to:
 - (i) tender an Entry or seek to receive payment of a Prize or a Refund; or
 - (ii) enter any Lottery Location unless authorised by the Operator.

- (b) If it is established that a Participant is under 18 at the time of tendering an Entry, such Participant's Entry may be declared void and any Prize or Refund to which such Participant would otherwise have been entitled shall be forfeited.
- (c) The Operator, the Club and/or the Lottery Agent (as the case may be) 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 2.23 and/or from any individual who aided or abetted such contravention against all liability, prosecution, claim, loss or damage which the Operator, the Club and/or the Lottery Agent may suffer as a result of the contravention.

2.24 Authority of Person In Charge

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

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

2.25 Facility Failure

- (a) If during the course of a Draw there is a breakdown of the equipment used for the Draw, the Operator may continue the Draw in such manner as shall be determined by the Operator.
- (b) If due to Facility disruption or failure, an Entry cannot be duly processed, included in the Operator's Computer Record and/or included in the Pool for such Entry, it shall not constitute a Valid Entry. In such circumstances, the Operator's liability (if any) is limited to a Refund of the Stake Amount in respect of such Entry regardless of how the disruption or failure was caused.
- (c) If, after an Entry has become a Valid Entry, the Facility fails, is damaged or destroyed or if the Computer Record is damaged or destroyed, to the extent that the Valid Entry cannot be

identified or traced, the Operator's liability (if any) to Participants is limited to a Refund of the Stake Amount in respect of such Entry regardless of how the failure, damage or destruction was caused.

2.26 Application of Betting Facilities Rules

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

2.27 Exclusion of Liability

In the implementation of these Rules, neither the Operator nor the Club or the Lottery Agent (as the case may be) shall:

- (a) assume liability for any loss, whether direct or indirect, suffered by a Participant or any other person as a result of the wilful or negligent act or omission of the Operator, the Club and/or the Lottery Agent, 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; or
- (c) entertain any claim arising from any activities relating to Lotteries.

2.28 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.

2.29 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.

2.30 Governing Law and Jurisdiction

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