



# BETTING RULES

PURSUANT TO THE RACING ACT 2003



<b>1</b>	<b>INTRODUCTION</b>	<b>4</b>
<b>2</b>	<b>COMMENT AND APPLICATION</b>	<b>5</b>
<b>3</b>	<b>INTERPRETATION</b>	<b>6</b>
<b>4</b>	<b>GENERAL</b>	<b>11</b>
<b>5</b>	<b>CONDITIONS RELATING TO INVESTMENTS BY CASH</b>	<b>16</b>
<b>6</b>	<b>BETTING VOUCHERS</b>	<b>18</b>
<b>7</b>	<b>RULES FOR ESTABLISHING AND OPERATING A BETTING ACCOUNT</b>	<b>21</b>
<b>8</b>	<b>RULES RELATING TO INTERNET INVESTMENTS</b>	<b>29</b>
<b>9</b>	<b>RULES RELATING TO SKYBET INVESTMENTS</b>	<b>32</b>
<b>10</b>	<b>GENERAL RULES RELATING TO TOTALISATOR RACE INVESTMENTS</b>	<b>34</b>
<b>11</b>	<b>CONDITIONS APPLICABLE TO TOTALISATOR RACE BET TYPES</b>	<b>55</b>
<b>12</b>	<b>CONDITIONS APPLICABLE TO FIXED ODDS RACE BETTING</b>	<b>114</b>
<b>13</b>	<b>CONDITIONS APPLICABLE TO TOTALISATOR SPORTS BET TYPES</b>	<b>131</b>
<b>14</b>	<b>CONDITIONS APPLICABLE TO FIXED ODDS SPORTS BETTING</b>	<b>141</b>
<b>15</b>	<b>SPORT SPECIFIC RULES</b>	<b>152</b>
<b>16</b>	<b>CONDITIONS APPLICABLE TO MULTI BETTING</b>	<b>169</b>
	<b>APPENDIX 1</b>	<b>174</b>
	<b>APPENDIX 2</b>	<b>176</b>
	<b>APPENDIX 3</b>	<b>178</b>
	<b>APPENDIX 4</b>	<b>183</b>
	<b>APPENDIX 5</b>	<b>184</b>
	<b>APPENDIX 6</b>	<b>210</b>

# 1 INTRODUCTION

## 1.1 Purpose

*The purpose of these Rules is to provide for:*

- (a) the administration and conduct of Race Betting and the Totalisator; and
- (b) the conduct and operation of Fixed Odds Race Betting; and
- (c) the conduct and operation of Totalisator and Fixed Odds Sports Betting.

## **2 COMMENT AND APPLICATION**

- 2.1 The Board made these Rules by resolution passed on the 11th day of August 2003 pursuant to the Racing Act 2003 and subsequent amendments.**
- 2.2 These Rules shall come into force on the 20th day of August 2003.**
- 2.3 Any earlier rules shall be revoked on the day on which these Rules come into force. Where any matter originated under earlier rules hereby revoked, and that matter subsists, those Rules shall apply to that matter as if the matter had originated under those Rules.**
- 2.4 A copy of these Rules shall be available in all Totalisator Agencies.**
- 2.5 All matters concerning the provision of gaming and wagering services by the Board will be governed by New Zealand law and any disputes arising will be determined by the Courts of New Zealand.**

### 3 INTERPRETATION

#### 3.1 In these Rules, unless the context otherwise requires:

- (a) **“Account Betting”** means betting using an account established for the purpose of placing bets.
- (b) **“Account Holder”** has a corresponding meaning.
- (c) **“Act”** means the Racing Act 2003 as amended.
- (d) **“Authorised Event”** means a sports game, competition, or event upon which the Board may conduct sports betting pursuant to the Act by obtaining the written agreement of the appropriate New Zealand national sporting organisation or controlling body.
- (e) **“Betting Account”** means an account established by the Board for the purpose of placing bets.
- (f) **“Betting Voucher”** means a voucher (including gift vouchers) purchased by a Investor that can be used to place Investments with the Board or can be exchanged for cash.
- (g) **“Board”** means the New Zealand Racing Board as established under the Act.
- (h) **“Code”** means each of New Zealand Thoroughbred Racing Incorporated, Harness Racing New Zealand Incorporated, and the New Zealand Greyhound Racing Association Incorporated.
- (i) **“Dividends”** means an amount payable from the relevant Totalisator Pool to each winning unit of betting.
- (j) **“Dividend Unit”** means the unit of Investment upon which Dividends are declared for each totalisator bet type.

- (k) **“Easybet”** means a bet on a nominated pool of a Race or Authorised Event where some or all of the selections are made by the Board’s computer.
- (l) **“Entrant”** means a Race Entrant in a Race or competitor in an Authorised Event to which a number is allocated.
- (m) **“Identification”** means such documentary evidence containing a photograph and specimen signature as the Board deems acceptable from time to time.
- (n) **“Investment”** means a bet placed on a Race or Authorised Event.
- (o) **“Investor”** means a person who invests money on a Race or Authorised Event.
- (p) **“Joker”** is a selection made by the Board’s computer.
- (q) **“Late Scratching”** in the case of:
  - (i) New Zealand racing means a Scratching made after 9.00am on the day of the Race Meeting; and
  - (ii) Overseas racing means a Scratching made after the official Scratching time of the Race Meeting as determined by the controlling body in the relevant jurisdiction.
- (r) **“Odds”** means the ratio of Return to Investment for a Fixed Odds bet.
- (s) **“Official Result”** in the case of:
  - (i) an Authorised Event is a ruling in respect of the result made by the official controlling body of a particular sport as immediately declared after the event. Subsequent protests, appeals or disqualifications will not be

recognised or considered for betting purposes.. Bets will be Settled on the Official Result unless stated otherwise; and

- (ii) a Race Meeting is the determination, made in accordance with the Rules of Racing, of the official placings of Race Entrants in a Race.
  
- (t) **“Payout”** means the amount that will be paid on a winning bet and includes any refunds due on that bet.
  
- (u) **“Race”** means a galloping Race, a harness Race or greyhound Race as the case may require.
  
- (v) **“Race Meeting”** means a meeting held on a day for the purpose of conducting Races upon which Investments are accepted by the Board.
  
- (w) **“Refunds”** means an Investment returned to an Investor.
  
- (x) **“Returns”** means a sum of money that is paid out on a Fixed Odds Winning Selection and is, subject to Rules 12.5, 14.17 and APPENDIX 1, the product of Odds times Investment.
  
- (y) **“Rules”** means these Rules for the Administration and Conduct of Betting, the Totalisator and the conduct and operation of Sports Betting.
  
- (z) **“Rules of Racing”** means the New Zealand Rules of Racing, the New Zealand Rules of Harness Racing, and the Greyhound Racing Rules.
  
- (aa) **“Scratching”** means the declaration in accordance with the Rules of Racing that a Race Entrant is a non-Starter, and includes the withdrawal of a Race Entrant.



- (bb) **“Starter”** means a Race Entrant remaining in a Race at 9am on the day of the Race Meeting or, where the Race Meeting is scheduled to start before 10am, one hour prior to the advertised starting time of the first Race of that Race Meeting. In the case of Races outside New Zealand, Starters shall be similarly determined, but two hours before the scheduled start time of the first Race of the Race Meeting, where the Race Meeting is determined by the Board.
- (cc) **“TAB”** means the trading brand of the New Zealand Racing Board
- (dd) **“TAB National Syndicate”** is a syndicate run by the Board where Syndicate Investors pool their money, the total of which is then invested by a person nominated by the Board, on Races at one or more Race Meetings selected by the Board.
- (ee) **“Termination”** means the distribution of a particular pool even though no ticket has correctly chosen the winning Entrant or winning option.
- (ff) **“Textbet”** is the means of betting by mobile phone text messaging.
- (gg) **“Ticket Value”** means the amount of money paid for a ticket and may consist of one or more bets placed.
- (hh) **“Totalisator Agency”** means a totalisator agency operated by the Board, and includes any premises on which totalisator betting may be received by the Board.
- (ii) **“Tote Manipulation”** means the process of deliberately manipulating the totalisator by placing bets that are subsequently cancelled. This process has the effect of

depressing the dividend on a selection when the bets are placed and then raising that dividend when the bets are cancelled.

(jj) **“Touch Tone”** is the means of betting using a Betting Account through an automated telephone betting system.

(kk) **“Winning Selection”** means the contingency or contingencies deemed to win, or place, if appropriate.

**3.2 Unless the context otherwise requires, words contained in these Rules shall have the meaning ascribed to them by the Act.**

## **4 GENERAL**

### **4.1 Compliance with these Rules and Rules of Racing**

The placing and acceptance of bets and the payments of Dividends, Returns and Refunds whether on the Totalisator or at Fixed Odds, must comply with these Rules and the Rules of Racing.

### **4.2 Where bets will be accepted**

Bets will be accepted at or through Totalisator Agencies, including account betting, betting by telephone, internet, SkyBet, TextBet and any other means as determined by the Board.

### **4.3 Acceptance of Bets**

The Board will determine from time to time those Race Meetings or Races or Authorised Events on which to accept bets.

### **4.4 Governing Law**

The Board does not warrant or imply that betting complies with the legal requirements of any country other than New Zealand. Investors in other nations must satisfy themselves of (and assume full responsibility for) the legality of their:

- (a) placement of bets with the Board or their use of the Board's gaming and wagering services
- (b) remitting funds to their accounts with the Board; and
- (c) receiving remittances of funds from the Board.

### **4.5 Credit Betting**

In accordance with the Act, bets will not be accepted on credit.

#### **4.6 Prohibition on entry to Totalisator Agencies**

Subject to the Human Rights Act 1993, the Board's agent in charge of any Totalisator Agency may prohibit any person from entering such Totalisator Agency.

#### **4.7 Rejection of Investments**

The Board's agent in charge of any Totalisator Agency, unless otherwise directed by the Board or the Chief Executive Officer (CEO) of the Board, shall be entitled to decline to accept at any time and without giving any reason therefore, part or all of any Investment.

#### **4.8 Minors**

Investors must be 18 years of age or older to place a bet.

#### **4.9 Closing Time for Investments**

NZ Racing Board will endeavour to display in each Totalisator Agency the starting times for all Races at all Race Meetings, all Authorised Events and all TAB National Syndicates in respect of which Investments may be accepted. Unless special circumstances, at the NZ Racing Board's sole discretion prevail, Investments will be accepted up to the start time of the Race, Authorised Event or TAB National Syndicate, or the closing time. See Rules 10.11 TAB National Syndicate, 12.15 Driver/Jockey Challenge and 14 CONDITIONS APPLICABLE TO FIXED ODDS SPORTS BETTING.

#### **4.10 Units of Betting**

The unit of betting for all Races and Authorised Events will be determined by the Board. See APPENDIX 1 .

#### **4.11 Minimum Ticket Value**

The minimum Ticket Value shall be determined by the Board and may be varied from time to time at the discretion of the Board. This determination may be based upon a particular bet type or upon a particular method of betting. See APPENDIX 1.

#### **4.12 Denomination to which dividends will be rounded**

The denomination to which dividends, refunds, returns and payout amounts will be rounded shall be determined by the Board and may be varied from time to time at the discretion of the Board. See APPENDIX 1.

#### **4.13 Easybets and Jokers**

The Board may from time to time authorise the issue of Easybets on Races or Authorised Events.

The Board may from time to time authorise the inclusion of Jokers as part of a bet.

#### **4.14 Results**

For the purpose of these Rules, the result of a Race, combination of Races, Authorised Event or combination of Authorised Events shall be the result declared on the conclusion of the Race, combination of Races, Authorised Event or combination of Authorised Events in accordance with the Rules of Racing and these Rules.

#### **4.15 Payment of Dividends, Returns and Refunds**

Subject to Rule 10.8.5, Dividends, Returns and Refunds will be made available for collection, or, in the case of account betting, credited to an account, as soon as practicable after the Official Result is received.

If a Dividend, Return or Refund is subsequently altered then the Account Holder will be liable to the Board for repayment of the Dividend, Return or Refund and the Board may set off that liability against any credit funds in the account.

#### **4.16 Cancellation of Investments**

An Investor must ensure that their bet is placed correctly as the Board may refuse to cancel any bet without giving reason. Without limiting this power, the Board may refuse to cancel any bet for any of the following reasons:

- (a) The bet was placed via the Internet.
- (b) The bet was placed on an Authorised Event during “Live Betting”.
- (c) The first Race involved in the bet has started.
- (d) The first Authorised Event involved in the bet has started.
- (e) The bet was placed on an Authorised Event during a break in play, and play has resumed.
- (f) The bet is a Fixed Odds bet and more than 60 seconds has elapsed since the bet was accepted by the Board.
- (g) If a Win, Place, Each Way or Quinella bet is placed during the 30 minutes prior to the scheduled start time of the Race concerned, and more than 120 seconds has elapsed since the bet was accepted by the Board.
- (h) If a Win, Place, Each Way or Quinella bet is placed before 30 minutes prior to the scheduled start time of the Race concerned, and the investor wants to cancel the bet during the 30 minutes prior to the scheduled start time of the Race, unless less than 120 seconds have elapsed since the bet was accepted by the Board.

#### **4.17 Fixed Odds Betting by Board Employees and Contractors**

Employees and Contractors of the Board are only permitted to make Fixed Odds Bets in accordance with any applicable written internal policies of the Board (as published from time to time).

#### **4.18 Special Conditions Applicable to Totalisator and Fixed Odds Betting**

When the Board receives Investments on overseas Races on the totalisator or Fixed Odds, the Rules of Racing in the country of the Race shall apply.

#### **4.19 Prohibition on Betting by Codes**

The Board will:

- (a) Refuse to accept any totalisator or Fixed Odds bets on any Race;
- (b) Cancel any totalisator or Fixed Odds bets on any Race; and
- (c) Seek to recover from a Code any proceeds from any totalisator or Fixed Odds bets on any Race

where those bets are reasonably believed to have been placed using any funds from a Code.

#### **4.20 Circumstances for which Rules do not provide**

If a circumstance arises for which these Rules do not provide, the matter shall be dealt with in such manner as the Board may determine.

- (a) The decision of the Board upon –
  - (i) any question or dispute as to the amount of a Dividend, Return or Refund payable in respect of any ticket; or
  - (ii) the validity of any ticket, including any question of possible forgery, tampering or alteration

– shall be final and conclusive.

## 5 CONDITIONS RELATING TO INVESTMENTS BY CASH

### 5.1 Acceptance and Issue of Bets

- (a) The Board's agent in charge of any Totalisator Agency may declare at any time that the office is closed for receiving cash Investments.
- (b) Only bank notes, coins or such other instruments for payment as the Board may determine from time to time shall be accepted.
- (c) On acceptance of the Investment by the Board, Investors will be issued with a bet on a printed ticket which must be presented when claiming any Dividend, Return or Refund due in respect of such bet.
- (d) Such tickets will be printed to show the date of issue, the name designated for the Race Meeting or event concerned, the selections, Ticket Value and such other particulars as may be required to identify the bet recorded.
- (e) Subject to the provisions of this Rule and Rule 4.16, the Investor shall be deemed to accept the ticket issued to him or her unless he or she applies **within 120 seconds** after issue of the ticket for the rectification of any error or omission in the ticket.
- (f) Where any ticket is incomplete as to the required particulars, altered or defaced the details will be deemed to be those as recorded on the Board's computer system.
- (g) It shall be the sole responsibility of the Investor to ensure that the details of the cash bet are recorded in accordance with the Investor's intentions. By accepting a ticket, the Investor shall be deemed to have accepted that the matters listed in Rule 5.1(d)



above recorded on the ticket correspond to those that the Investor requested.

- (h) Any ticket, when presented for a Dividend, Return or Refund or for the correction of an alleged error, may be rejected without any payment made on the ticket if the ticket has been altered or defaced.

## **5.2 Payment of Dividends, Returns and Refunds in respect of cash bets.**

Subject to Rule 5.1 payment of Dividends, Returns and Refunds will be made for cash Investments as following;

In the case of cash bets, the procedure for payment of Dividends, Returns and Refunds is as follows:

- (a) Dividends, Returns and Refunds will be paid In cash, or may at the option of the Board, be by cheque, or electronic transfer as determined by the Board. Payment shall be made in New Zealand currency.
- (b) Dividends, Returns and Refunds will be paid on production of the ticket within six months of the date of the Race, Race Meeting or Authorised Event concerned.
- (c) Dividends, Returns and Refunds not claimed within six months of the date of the Race Meeting or Authorised Event concerned will be retained by the Board.

## **5.3 Lost, destroyed, mutilated or stolen tickets**

- (a) Claims for lost, destroyed, mutilated or stolen tickets can be made for a period of 14 (fourteen) days after the Race Meeting or Authorised Event for which the ticket was issued is decided.

- (b) The Board may charge an administration fee, as notified by the Board from time to time, for processing claims made under Rule 5.3.
- (c) The claimant must provide all information required by the Board. Failure to provide such information may result in the claim not being processed and/or rejected.
- (d) Notification that a ticket has been lost can be made to the Board but claims made under Rule 5.3 will not be accepted prior to the completion of the Race Meeting or Authorised Event and the ticket becoming eligible for payment of a Dividend.
- (e) The Board reserves the right to reject payment of a claim made under Rule 5.3, and refer the matter to the Police, if in the Board's reasonable opinion the claim being made is fraudulent.
- (f) All decisions of the Board made in respect of claims made under Rule 5.3 will be final and no correspondence will be entered into.

## **6 BETTING VOUCHERS**

The Board at its discretion and subject to these Rules, may issue Betting Vouchers, or any other instrument, in return for deposits received from Investors.

All transactions made using Betting Vouchers, are 'Occasional Transactions' for the purposes of the Financial Transactions Reporting Act 1996.

### **6.1 Establishing Betting Vouchers**

Subject to these Rules, Betting Vouchers may be established through any Totalisator Agency. A Personal Identification Number (PIN) may be selected by the Investor establishing the Betting Voucher.

## **6.2 Deposits to Betting Vouchers**

- (a) Any person wishing to make a deposit to a Betting Voucher may do so by such means as approved by the Board. Each time a subsequent deposit is made a new Betting Voucher will be established.
- (b) The Board's agent at any Totalisator Agency may refuse to accept any deposit or, having accepted such, may Refund the deposit or any balance of the deposit at his or her discretion and without giving any reason if he or she has reasonable grounds to believe that the Betting Voucher will not be used for the purpose of betting.
- (c) Any person must produce Identification before depositing cash in the sum of NZ\$10,000.00 or more onto a Betting Voucher. Should the deposit be made on behalf of another party or parties, the Board's agent, at the Totalisator Agency must obtain and record the Identification of both the depositor and the other party or parties before the deposit can be made.

## **6.3 Redemption of Betting Vouchers**

Upon presentation of a Betting Voucher at a Totalisator Agency, funds may be redeemed from it.

## **6.4 Investments using a Betting Voucher**

Subject to Rule 4 GENERAL, Investments may be placed at a Totalisator Agency using a Betting Voucher as payment. Tickets will be issued as Cash Bets, subject to Rule 5.1.

## **6.5 Abuse of Betting Vouchers**

Where a Betting Voucher is used for purposes other than betting on Races or Authorised Events the Board may terminate that voucher and any funds on that voucher will be refunded to the depositor.

Where the Board is concerned that a Betting Voucher is being used for Tote manipulation, the Board may put a stop on the voucher, pending investigation into the use of the voucher.

## **6.6 Dormant Betting Vouchers**

If a Betting Voucher:

- (a) with a value of less than or equal to \$1.00 has not been redeemed within a period of 30 days of being established; or
- (b) with a value greater than \$1.00 has not been redeemed within a period of one year of being established

the Board at its discretion may remove the Betting Voucher from its computer. The funds will be retained by the Board.

# **7 RULES FOR ESTABLISHING AND OPERATING A BETTING ACCOUNT**

## **7.1 Purpose of Rules**

The purpose of Rule 7 is to specify the conditions for establishing and operating a Betting Account. Rule 7 is to be read subject to any specific provisions in Rule 8 RULES RELATING TO INTERNET INVESTMENTS, Rule 9 RULES RELATING TO SKYBET INVESTMENTS, and in conjunction with the General Terms and Conditions for Accounts.

## **7.2 Establishing a Betting Account**

- (a) Every applicant opening a Betting Account must supply the information required by the Board in the form prescribed.
- (b) The applicant must be 18 years of age or older and must have their identity and age verified by the Board. The acceptable methods of verification by the Board of age and identity are specified in APPENDIX 2.
- (c) Applicants must produce evidence of Identification as required, when applying to open a Betting Account.
- (d) The application to open a Betting Account must be accompanied by a deposit of the amount detailed in the Terms and Conditions schedule as amended from time to time.
- (e) The applicant will be required to nominate a Personal Identification Number (PIN) or accept a system generated PIN before becoming an Account Holder.
- (f) The details of each Account Holder will be held on the Board's computer.

- (g) All transactions made will be subject to the Financial Transactions Reporting Act 1996.
- (h) At the discretion of the Board, an Account Holder may be issued with an electronic card for account access and identification.

### **7.3 Account to be used solely for betting**

- (a) A Betting Account must be used solely for the purposes of betting with the Board.
- (b) If the Board believes, on reasonable grounds, that a Betting Account has been, is being or will be used for purposes other than betting with the Board, the Board may:
  - (i) refuse to open the Betting Account
  - (ii) make all necessary enquiries about the activity on the account
  - (iii) decline any request by the Account Holder to withdraw funds from the account while enquiries are made pursuant to paragraph (ii) above;
  - (iv) refuse to accept any deposit of funds to the account or, having accepted such a deposit, may refund that deposit or any balance of the deposit to the Account Holder at its discretion;
  - (v) close the account, and retain any funds in the account while enquiries are made pursuant to paragraph (ii) above or remit those funds to the Account Holder (less a reasonable administration fee) or retain those funds while enquiries are made pursuant to paragraph (ii) above.

## **7.4 Deposit of funds to a Betting Account**

- (a) Any person wishing to deposit funds in a Betting Account may do so by funds transfer or such other means as approved by the Board, providing it complies with the Financial Transactions Reporting Act 1996.
- (b) The Board will endeavour to deposit funds to a Betting Account as instructed by the depositor. The Board will not be liable for any direct or indirect loss (including but not limited to consequential loss, loss of profit or loss of opportunity) to the Account Holder in any way for any failure or time delay of the funds being successfully deposited into a Betting Account.
- (c) No bet will be accepted against a deposit until the funds have been cleared and lodged into the Betting Account by the Board, and there are sufficient funds in the Betting Account to cover the bet.
- (d) A depositor must produce Identification before depositing cash into a Betting Account of the threshold amount detailed in the Terms and Conditions schedule as amended from time to time. Should the deposit be made on behalf of another party or parties, the Board's agent at the Totalisator Agency must obtain and record the Identification of the depositor before the deposit can be made.
- (e) In the event that funds are deposited in error into a Betting Account, the funds may be recovered without reference to the Account Holder. If at the time the Board withdraws those funds, the balance of the account is not sufficient to cover those funds, the Account Holder will be liable for the shortfall in the account and will be required to repay the funds deposited in error.
- (f) All funds deposited to a Betting Account that are not denominated in New Zealand currency will be converted to New Zealand Dollars. The Board will not be liable to the Account Holder in any way for the exchange rate at

which the nominated foreign currency is converted into New Zealand currency. The Board may charge the Account Holder a reasonable administration fee to cover any costs it incurs in converting the funds into New Zealand currency.

## **7.5 Withdrawal of Funds from a Betting Account**

- (a) Funds may be withdrawn from a Betting Account at a Totalisator Agency upon obtaining and recording the Account Holder's account number, code and evidence of Identification or without reference to the Account Holder where Rule 7.4(e) applies.
- (b) Subject to Rule 7.8(e), upon instruction by the Account Holder the Board will remit funds to the Account Holder by means as approved by the Board.
- (c) Subject to Rule 7.2(h) funds may be withdrawn at a Totalisator Agency by means of an electronic card.

## **7.6 Amendment to Account Holder Details**

An Account Holder may be required to submit a written advice amending any or all of the details in the original application to open the account. The Account Holder may also revoke the original application and replace it with a new application upon satisfying the Board that it is reasonably necessary. In either case any funds standing to the credit of the Account Holder will be transferred to his or her new account.

## **7.7 Closure Of Betting Accounts**

- (a) Accounts may be closed if requested by the Account Holder and funds withdrawn subject to Rules 7.5(a), 7.5(b), and 7.5(c) relating to withdrawals.
- (b) Accounts may be closed by the Board at any time without giving any reason and at its discretion the Board may remit the funds to the Account Holder, or at the Board's discretion, the Betting



Account may be frozen by the Board while inquiries are made about the funds.

## **7.8 Investments using a Betting Account**

- (a) Bets may be placed by using a Betting Account which has a credit balance. The Account Holder must ensure that the Betting Account has a credit balance and sufficient funds to cover the cost of the bets prior to placing the bets.
- (b) The sum to be drawn from a Betting Account may not exceed the credit balance of the account. Credit betting will not be permitted.
- (c) Subject to the provisions of these Rules, the Account Holder shall be deemed to accept the bet issued to them as recorded against the account.
- (d) A separate record will be kept of each Betting Account and of all transactions, including bets on that account.
- (e) Neither the Board nor any employee of the Board shall be liable for any loss arising from the unauthorised use of a Betting Account, nor for any loss arising from the postage of remittances to the address supplied by the Account Holder.

## **7.9 Payment of Dividends, Returns and Refunds**

Dividends, Returns and Refunds will be credited to the Investor's account in accordance with Rule 4.15.

There is a limit on the maximum Return for Fixed Odds Race Bets, Fixed Odds Sports Bets, Multi and Boxed Multi bets. Refer to Rules 12.5, 14.17, 16.1 and APPENDIX 1.

## **7.10 Disposal of Balance in a Betting Account**

- (a) Subject to Rule 7.8(e), funds standing to the credit of the Betting Account will be remitted to the Account Holder by the Board upon the instruction of the Account Holder.
- (b) In the absence of instructions from the Account Holder regarding the disposal of funds standing to the credit of the Account Holder, such funds may be retained pending receipt of instructions or the whole or part of the amount may be remitted to the Account Holder at the discretion of the Board.

## **7.11 Discrepancies in Betting Accounts**

The Board will not investigate any claim concerning an alleged discrepancy in the balance of a Betting Account unless the Account Holder has queried the balance of the account at least once in the two weeks since the discrepancy is alleged to have arisen.

## **7.12 Errors in Placement of Investments**

- (a) Subject to Rule 7.11, the Board will investigate all claims alleging that bets have been placed incorrectly due to error by the Board's agent at any Totalisator Agency, or any employee of the Board.
- (b) The Board will neither investigate nor accept any liability in respect of claims alleging that bets have been placed incorrectly where such bets have been placed by means of "Touch Tone" betting or other automated telephone betting system used by the Board.
- (c) Where an error by an operator employed by the Board results in the placement of an incorrect bet, the bet will be deemed to be that which is recorded on the Board's computer, notwithstanding the error. The Board will not be liable for any claim that is inconsistent with the computer record of the bet in question. The Board may, however, at its complete discretion:

(i) Refund the bet to the Account Holder; or

(ii) Credit the account up to the amount of the Dividend, Return or Refund which would have been payable if the bet had been placed correctly.

### **7.13 Privacy and Security of Account Betting**

By establishing an account the Account Holder agrees to these provisions governing privacy of information and security.

All personal information provided to the Board by an Account Holder when the account is opened or operated, or when the Account Holder uses the Board's website and/or places bets with the Board, will be held by the Board for the purpose of establishing and maintaining the relationship between the Account Holder and the Board. Information collected and held by the Board about the Account Holder may be used by the Board from time to time to:

- (a) assess the credit-worthiness of the Account Holder;
- (b) confirm that the Betting Account is being used in accordance with these Rules (and, in particular, that it is being used solely for the purposes of betting with the Board);
- (c) offer the Account Holder products or services that the Board considers may be of interest to the Account Holder;
- (d) comply with its obligations under the Act relating to problem gambling, harm prevention and minimisation.

The New Zealand Privacy Act 1993 gives individuals a right to see and correct information held about them by the Board.

The Board may disclose personal information about the Account Holder to particular organisations both within New Zealand and

overseas for the purposes of investigating and/or detecting breaches of the Rules of Racing or any relevant legislation of New Zealand, or of another jurisdiction.

A list of authorised bodies with whom the Board has an agreement to share information is available from the Board's Privacy Officer.

#### **7.14 Dormant accounts**

If a Betting Account has not been operated for a period of one year, the Board may deem the account to be dormant and at its discretion retain the amount standing to the credit of the account or remit such amount to the Account Holder less a reasonable administration fee.

## **8 RULES RELATING TO INTERNET INVESTMENTS**

Rule 8 RULES RELATING TO INTERNET INVESTMENTS overrides relevant sections of Rule 7 RULES FOR ESTABLISHING AND OPERATING A BETTING ACCOUNT and is to be read in conjunction with any specific provisions in the Special Terms for Internet Betting.

### **8.1 Offer of Betting Services via the Internet**

The Board offers to give due consideration to bets submitted via the internet by Account Holders to the Board where these bets are submitted via the internet in accordance with these Rules. By their action of submitting a bet via the internet, Account Holders:

- (a) Agree with the Board that their bet is an offer that is made in accordance with these Rules; and
- (b) Agree that they will be contractually bound by these Rules if the Board accepts their bet via the internet.

### **8.2 Establishment of an Account via the Internet**

Investors who wish to place bets via the internet:

- (a) Must be 18 years of age or older and must have their identity and age verified by the Board. The acceptable methods of verification by the Board of age and identity are specified in APPENDIX 2; and
- (b) May establish an account by depositing clear funds at the amounts detailed in the Terms and Conditions schedule as amended from time to time.

The Board may (but will not be obliged to) accept bets as soon as an account has been established via the internet. Similarly, the Board may (but will not be obliged to) accept bets while this account remains in credit. However, the Board will not permit withdrawals to be made from

this account until the Account Holder's age and identity have been verified in accordance with the procedure described in APPENDIX 2.

If an Account Holder's age and identity have not been verified by the Board within the number of days detailed in the Terms and Conditions schedule as amended from time to time after establishment of their account, then the Board will be entitled to suspend operation of that account until such verification has been received by the Board.

Existing Account Holders may, at the discretion of the Board, use their existing account to place bets via the internet. To the extent that these existing customers place bets via the internet, they will be bound by Rule 8 RULES RELATING TO INTERNET INVESTMENTS.

### **8.3 Minimum Investment**

The Board may determine the minimum Investment for betting via the internet. See APPENDIX 1.

### **8.4 Administration**

The Board may charge an account administration fee for internet transactions. The transaction types, criteria and fees charged are detailed in the Terms and Conditions schedule as amended from time to time. .

### **8.5 Acceptance of Bets**

All bets will be debited to the Account Holder's account automatically upon acceptance of their bet by the Board. The Board will not accept bets via the internet where there are insufficient cleared funds in credit in the account.

By placing a bet via the internet, the Account Holder agrees that their bet, once it has been transmitted from their computer:

- (a) Will not be cancelled, withdrawn or amended by the Account Holder;

- (b) May be accepted in whole or in part, or declined, by the Board at the complete discretion of the Board; and
- (c) Will be accepted by the Board (thereby forming a betting contract) when the Board determines that the Board will accept the bet, with communication to the Account Holder unnecessary for this purpose.

The Board may refuse to accept any bet placed via the internet and will not be required to give reasons for its refusal. The Board will use its best endeavours to communicate to the Account Holder that the bet has not been accepted by the Board.

## **8.6 Privacy and Security of Internet Betting**

The Board's computer is protected from unauthorised access by operating through an encrypted network. However, Account Holders are responsible for the confidentiality and safekeeping of their individual user identifications and Personal Identification Numbers.

The Board will in no event be liable for any damages or loss of any kind arising out of or in any way related to any authorised use of, access to, or misuse of any accounts or misuse of personal information transmitted over the internet.

The use of a correct PIN for an account by an Investor will be sufficient to establish the liability of the Account Holder responsible for that account. The Board will have no other obligation to authenticate account usage via the internet.

## **9 RULES RELATING TO SKYBET INVESTMENTS**

Rule 9 RULES RELATING TO SKYBET INVESTMENTS is to be read in conjunction with any specific provisions in the Special Terms for Skybet Betting.

### **9.1 Interpretation**

In Rule 9, unless the context otherwise requires: –

“**Sky**” means Sky Network Television Ltd, working in partnership with the Board to provide Skybet.

“**Skybet**” is the means of betting through interactive television.

### **9.2 Requirements**

An account and Personal Identification Number (“PIN”) is required to use Skybet. See Rule 7 RULES FOR ESTABLISHING AND OPERATING A BETTING ACCOUNT and Rule 8 RULES RELATING TO INTERNET INVESTMENTS. The use of a correct PIN for a TAB Account shall be sufficient to establish liability of the Account Holder for all bets placed. Sky and the Board have no obligations for any further authentication.

### **9.3 Bet Value**

The Board may determine the minimum and maximum bet value for Skybet. See APPENDIX 1. The Board will not accept bets using Skybet where there are insufficient cleared funds in the Account Holder’s account.

### **9.4 Method of Payment**

All bets placed using Skybet will be debited from the Account Holder’s account automatically upon acceptance of the bet by the Board. All Dividends, Returns and Refunds will be credited to the Account Holder’s account.



## **9.5 Acceptance of Bets**

All bets will be debited to the Account Holder's account automatically upon acceptance of their bet by the Board. The Board will not accept bets via Skybet where there are insufficient cleared funds in credit in the account.

By placing a bet using Skybet, the Account Holder agrees that their bet, once it has been transmitted:

- (a) Will not be cancelled, withdrawn or amended by the Account Holder;
- (b) May be accepted in whole or in part, or declined, by the Board at the complete discretion of the Board; and
- (c) Will be accepted by the Board (thereby forming a betting contract) when the Board determines that the Board will accept the bet, with communication to the Account Holder unnecessary for this purpose.

The Board may refuse to accept any bet placed using Skybet and will not be required to give reasons for its refusal. The Board will use its best endeavours to communicate to the Account Holder that the bet has not been accepted by the Board.

## **9.6 Liability**

Sky and the Board will not be liable for any loss or damage arising out of, or in any way related to, the placing of bets using the Skybet system, including without limitation, delay, interruption or failure in the performance of the Skybet system.

# 10 GENERAL RULES RELATING TO TOTALISATOR RACE INVESTMENTS

## 10.1 Interpretation

In Rule 10, unless the context otherwise requires –

**“Dividend Pool”** means, the sum of money placed as bets on a specific pool, less Refunds and statutory deductions. From time to time it may also include amounts carried forward from previous dividend pools and may also include amounts from any Prize Reserve Pool.

## 10.2 Dividend Declared

The Board shall declare Dividends payable in respect of any Race in accordance with the determination of the judge and stewards regarding the result of the Race.

The Board shall order the payment of Dividends upon receipt of an Official Result.

Where an error is discovered in the Official Result or the Board makes an error in paying the Dividends, and the error is discovered after Dividend payout has commenced, then the Board, at its sole discretion may:

- (i) re-declare the correct Dividends payable in respect of the race; or
- (j) determine that the Dividends payable as originally declared will stand.

Where a protest is lodged in respect of a Race in accordance with the Rules of Racing, the Board shall declare the Dividends payable in respect of the Race in accordance with the determination of the stewards regarding the protest.

### 10.3 Dividend Unit

Subject to Rule 4.10, Dividends declared will be based on a unit of Investment determined by the Board. See APPENDIX 1.

In circumstances where a Dividend Pool is to be paid out and there are no winners, i.e. countback provisions have been exhausted and the Dividend Pool is distributed amongst all units of betting, e.g. a Double result of Any/Any, then the Dividend will be less than the Dividend Unit for that bet type.

### 10.4 Approximate Totalisator Dividends

The approximate totalisator Dividends offered in respect of an event are indicative Dividends calculated by reference to the overall betting pool. The final Dividends will not be known by the Board until the betting pool has closed in respect of the relevant event. The actual Dividends payable will be calculated in accordance with these Rules upon closure of the betting pool.

### 10.5 Minimum number of competitors in an event

- (a) The minimum number of competitors required in order for a racing totalisator pool to be conducted on an event; and
- (b) The minimum number of competitors which must remain in an event after sales for a racing totalisator pool have opened in order for the event not to be regarded as abandoned, shall be-

<b>Win</b>	2
<b>Place</b>	5
<b>Quinella</b>	3
<b>Trifecta</b>	3
<b>First4</b>	4
<b>Quaddie</b>	2

### 10.6 Refund of Investments

- (a) The Board shall refund bets only where at least one of the following Rules apply:

- (i) Rule 10.6(b), relating to the Scratching of Race Entrants;
- (ii) Rule 10.7, relating to the postponement or abandonment of Race Meetings;
- (iii) Rule 10.5(b) relating to the minimum number of competitors in an event.
- (iv) APPENDIX 5 Rule 8(b) relating to a commingled event that is postponed;
- (v) Rule 10.8.3, relating to the Scratching of Entrants from a Race in respect of which All Up bets have been placed;
- (vi) Rules 11.1.10, 11.1.11(d), 11.2.11 and 11.2.12(d), relating to the abandonment of Races on which Pick6 betting will be conducted;
- (vii) Rules 11.3.9, 11.3.10, 11.4.10 and 11.4.11, relating to Scratchings from a Six Pack Race and the abandonment of Races on which Six Pack betting will be conducted;
- (viii) Rule 11.5.4(b) relating to no units of betting on the winner of a Win pool;
- (ix) Rules 11.5.6 and 11.5.7(a), relating to Scratchings from a Win Race and the abandonment of Races on which Win betting will be conducted;
- (x) APPENDIX 5 Rule 10.1(a) relating to no investment on the winner of a Win pool when commingling;
- (xi) Rules 11.6.6 and 11.6.7(a) , relating to Scratchings from a Place Race and the abandonment of Races on which Place betting will be conducted;

- (xii) Rules 11.7.6 and 11.7.7, relating to Scratchings from a Quinella Race and the abandonment of Races on which Quinella betting will be conducted;
  - (xiii) Rules 11.8.6 and 11.8.7, relating to Scratchings from a Trifecta Race and the abandonment of Races on which Trifecta betting will be conducted;
  - (xiv) Rules 11.9.7, 11.9.8 and 11.10.9, relating to the abandonment of Races on which Double betting will be conducted;
  - (xv) Rules 11.11.7 and 11.11.8 relating to the abandonment of Races on which Treble betting will be conducted;
  - (xvi) Rules 11.12.6 and 11.12.7, relating to Scratchings from a First4 Race and the abandonment of Races on which First4 betting will be conducted;
  - (xvii) Rules 11.13.7 and 11.13.8 relating to the abandonment of Races on which Quaddie betting will be conducted.
- (b) Subject to Rules 11.1.9, 11.2.10, 11.9.6, 11.10.8, 11.11.6 and 11.13.6 relating to substitutes, any bet placed on a Race Entrant that is subsequently Scratched, will be refunded provided that:
- (i) In accordance with Rule 4.9, the Refund is applied for prior to the closing time for the acceptance of bets on the Race concerned, or, if the bet involves a combination of Races, the closing time for the acceptance of bets on the first Race of the combination;
  - (ii) If a Refund is not applied for under Rule 10.6(b)(i) and the Scratching is not from:

- A Double bet or Double with Concession bet,
- A Treble bet,
- A Pick6 bet,
- A Quaddie Bet;

then the bet will be refunded after the payment of Dividends has been ordered on the Race concerned, or, if the bet involves a combination of Races, after the payment has been ordered on the final Race in the combination.

### **10.7 Bets received on Races or Race Meetings subsequently postponed or abandoned**

- (a) Where a Race or Race Meeting is postponed by a Code and/or racing club to a later date, the Race or Race Meeting will be abandoned in the betting system.
- (b) In the event of a Race or Race Meeting being abandoned all unresolved totalisator Investments will be refunded with the exception of Pick6, Double, Treble and Quaddie as covered in these Rules.

## **10.8 All Up Betting, Including Poker Bets**

### **10.8.1 Interpretation**

“**All Up Bet**” means a bet placed on a selection or combination of selections in an event on the basis that any Dividend or Return from that bet is to be invested on a selection or combination of selections in at least one subsequent Race.

### **10.8.2 Acceptance of All Up bets**

- (a) The Board may accept All Up bets.
  
- (b) At the time of placing an All Up bet, the Investor shall nominate a number of Races in respect of which any Dividend or Refund shall be paid.
  
- (c) Re-investment can not occur until a result is confirmed and dividends paid. Where an enquiry or other delay prevents dividends from being paid, then re-investment on the following race(s) may not occur. When the result is finally confirmed and dividends paid then re-investment will skip any closed races, and continue on to any remaining races that are still open for betting.
  
- (d) The re-investment amount shall be truncated down to the nearest whole cent.

### **10.8.3 Scratchings or Race Abandonments**

Any Refund, resulting from either a Scratching or the abandonment of a Race from an All Up bet, shall be re-invested in the same manner as a Dividend.

### **10.8.4 Poker Bets**

A “Poker Bet” allows a number of separate All Up bets to be sold as a single transaction. With respect to Rule 10.8.5, each component All Up bet within any Poker bet will function as if they were sold separately.

- (a) Poker3 – Poker Bets involving exactly three Races. Four separate All Up bets, spanning three Races, are sold as a single transaction in a Poker3 bet.

These separate bets are; three All Up bets across each unique pair of Races, and one All Up bet across all three Races.

- (b) Poker4 – Poker bets involving exactly four Races. Eleven separate All Up bets, spanning four Races, are sold as a single transaction in a Poker4 bet.

- (c) These separate bets are: six All Up bets involving each unique pair of Races, four All Up bets involving each unique trio of Races, and one All Up bet involving all four Races.

- (d) Poker5 – Poker bets involving exactly five Races. Twenty six separate All Up bets, spanning five Races, are sold as a single transaction in a Poker5 bet.

- (e) These separate bets are: ten All Up bets involving each unique pair of Races, ten All Up bets involving each unique trio of Races, five All Up bets involving each unique quartet of Races and one All Up bet involving all five Races.

- (f) Poker6 – Poker bets involving exactly six Races. Fifty seven separate All Up bets, spanning six Races, are sold as a single transaction in a Poker6 bet.

- (g) These separate bets are: fifteen All Up bets involving each unique pair of Races, twenty All Up bets involving each unique trio of Races, fifteen All Up bets involving each unique quartet of Races, six All Up bets involving each unique quintet of Races and one All Up bet involving all six Races.



### **10.8.5 Payment of Dividends and Refunds in respect of Poker bets**

Any Dividend or Refund on Poker bets will not be available for payment until either an Official Result is received or an order for abandonment has been made for all Races in the Poker bet.

## **10.9 Percentage Betting**

### **10.9.1 Interpretation**

“**Percentage Bet**” means a bet where the Investor does not nominate a unit of Investment, instead they nominate the total amount they wish to outlay on the bet.

“**Remainder**” means the difference between the Total Amount Nominated, and the outcome of the Investment Formula multiplied by the number of combinations wanted.

### **10.9.2 Acceptance of Percentage Bets**

The Board may determine bet types available for percentage betting. See APPENDIX 1.

### **10.9.3 Minimum Investment**

The Board may determine a minimum Investment for percentage betting. See APPENDIX 1.

### **10.9.4 Investment Formula**

The amount invested on the totalisator on each bet combination is calculated in accordance with the following formula, truncated to the nearest whole number:-

**Total Amount (in cents) Nominated**

**Number of combinations wanted**

Any Remainder will be invested at the rate of one additional cent per unique combination in accordance with the Percentage Priority Order until all of the Total Amount Nominated is invested. See APPENDIX 3.

### **10.9.5 Payment of Dividends and Refunds in respect of Percentage Bets**

A winning Percentage Bet will receive the product, rounded in accordance with APPENDIX 1, of, the declared Dividend, and the

number of dollars that the Percentage Bet had invested on the winning combination.

The total amount due in Refunds to any Percentage Bet will be rounded in accordance with APPENDIX 1.

**10.9.6 Percentage Priority Order (%PO)**

The Percentage Priority Order for a Percentage Bet is an ordinal listing of all the unique combinations that make up the bet. It dictates the strict order that any Remainder, from the Investment Formula in Rule 10.9.4, will be invested at the rate of one cent per unique combination until the entire Remainder is invested. See APPENDIX 3.

## 10.10 Commingling

The NZ Racing Board may commingle certain betting pools with other totalisator betting organisations. The Board is authorised to do this under Section 62 of the Racing Act 2003.

### 10.10.1 Interpretation

In Rule 10.10, unless the context otherwise requires:-

**“Commingling”** is the process where one totalisator organisation combines the sum of its betting investments on individual starters and the sum of its selected betting pools for certain events, with those investments and betting pool totals on the same events of another totalisator organisation.

**“Commingling emergency procedures”** means those procedures that the Board may follow in the case of computer systems or data communications problems.

**“Commingling Partner”** means one of the totalisator organisations conducting commingling.

**“Guest”** is the Commingling Partner that is betting into the pool on races being held in the Host jurisdiction, or that is betting into Merged pools being operated by the Host on races held in a jurisdiction other than the Host jurisdiction.

**“Host”** is the Commingling Partner that is operating the races that the Guest is betting on, or that is operating Merged pools on races being held in a jurisdiction other than the Host jurisdiction.

**“Merged pool”** means the betting pool that has the investment and betting pool totals from Commingling Partner(s) included in it.

**“Separate pool”** means a betting pool that may not include all of the investment totals from the Commingling Partner(s).

### **10.10.2      Commingling as Host**

- (a) The NZ Racing Board may act as a Host Commingling Partner.
- (b) Commingling Partners that may Guest into the NZ Racing Board Merged pool are listed in Rule 10.10.5.
- (c) When acting as a Host, the Rules of the NZ Racing Board remain unchanged.
- (d) The Board will indicate that there are Guest(s) Commingling into a Merged Pool.
- (e) All pool total information will be expressed in New Zealand Dollars.
- (f) Dividends paid will be the same in both the Host and Guest jurisdictions.
- (g) The Board will select which races and betting pools it will Commingle on and may at its discretion choose not to Commingle on certain races or betting pools.

### **10.10.3      Commingling as Guest**

- (a) The NZ Racing Board may bet into a Merged Pool of a Commingling Partner as listed in Rule 10.10.5.
- (b) Subject to Rule 10.10.3(c), when Commingling as a Guest, the Betting Rules of the Host jurisdiction as they apply to the commingled pools will apply and will override the equivalent rule in NZ Racing Board's General Betting Rules. The Betting Rules of the Host are listed in the appropriate Commingling Partner Appendix as defined in Rule 10.10.5.
- (c) The Board's Betting Rules 4.16(g) and 4.16(h) that relate to the cancellation of Win, Place, Each Way and Quinella bets will apply to Commingled bets, instead of Rules 7(b)(i)III, 7(b)(i)IV and 7(b)(i)V set out in APPENDIX 5.

- (d) Any additional betting rules relating to Commingling that are not specifically covered in NZ Racing Board's General Betting Rules or the Host's Betting Rules are listed in APPENDIX 6.
- (e) The Host Commingling Partner may have other Guests betting into the merged pool.
- (f) All pool total information will be expressed in New Zealand Dollars.
- (g) Subject to APPENDIX 6 Rule 1(a) dividends paid will be the same in both the Host and Guest jurisdictions.
- (h) The Board will select which races and betting pools it will commingle on and may at its discretion choose not to commingle on certain races or betting pools.

#### **10.10.4 Commingling emergency procedures**

- (a) The Board may separate its betting pool from the Commingling Partner after commingling of the pool has already commenced. The circumstances where this could happen include, but are not limited to, computer system or telecommunication failure.
- (b) If a betting pool is separated in these circumstances the Board will declare the dividend calculated on the value of the total investments made with the Board and may not include any value of investments notified by the Commingling Partner.

#### **10.10.5 Commingling Partners**

- (a) Tabcorp Manager Pty Limited. For Tabcorp (Victoria) specific commingling betting rules refer to APPENDIX 5.
- (b) Scientific Games Racing LLC.
- (c) Phumelela Gold Enterprises.

## 10.11 TAB National Syndicate

The Board may from time to time operate a TAB National Syndicate on one or more Race Meetings.

The TAB National Syndicate provides for Syndicate Investors to pool money together. Participation in the TAB National Syndicate is through the issuing of Syndicate Voucher.

This pool of money is then invested on Races at one or more Race Meetings by a person selected by the Board. Subject to Rule 10.11.12 any Dividends earned from the Investments are returned to the Syndicate Investors.

### 10.11.1 Interpretation

In Rule 10.11, unless the context otherwise requires:-

**“Initial Syndicate Pool”** means the sum of money placed in the TAB National Syndicate by the Syndicate Investors.

**“Final Syndicate Pool”** means the total sum of money available for calculation of the Syndicate Dividend and may include amounts from the Initial Syndicate Pool and winnings from Investments on the Race Meetings.

**“Syndicate Account”** is the Betting Account used for placing Investments from the Initial Syndicate Pool on the Race Meetings.

**“Syndicate Dividends”** means the amount payable from the TAB National Syndicate to each unit of Syndicate Share.

**“Syndicate Investor”** means a person who participates in a TAB National Syndicate.

**“Syndicate Payout”** means the amount that will be paid on a Syndicate Voucher

**“Syndicate Share”** means the unit invested by a Syndicate Investor in the TAB National Syndicate.

**“Syndicate Voucher”** is the receipt issued when a TAB National Syndicate Share is purchased and could be a physical ticket or a purchase registered against a Betting Account

**“TAB National Syndicate”** has the meaning set out in Rule 3.1.

#### **10.11.2 Period of time when TAB National Syndicate is operating**

- (a) The TAB National Syndicate will be available for the purchase of Syndicate Vouchers before the Race Meetings for a period of time as determined by the Board.
- (b) The TAB National Syndicate will be closed for the purchase of Syndicate Vouchers at a time determined by the Board. Once the TAB National Syndicate has closed, no Syndicate Vouchers will be sold.

#### **10.11.3 Method of participating in TAB National Syndicate**

- (a) A Syndicate Investor must purchase a Syndicate Share and be issued a Syndicate Voucher to participate in a TAB National Syndicate
- (b) By purchasing a Syndicate Share, the Syndicate Investor authorises the Board’s representative Investor to invest the Syndicate Share on behalf of the Syndicate Investor.

#### **10.11.4 Unit of Syndicate Share**

- (a) The unit of Syndicate Share shall be determined by the Board. See APPENDIX 1.

#### **10.11.5 Syndicate Dividend Unit**

- (a) The Syndicate Dividend Unit shall be based on a unit of Syndicate Share determined by the Board. See APPENDIX 1.

**10.11.6 Minimum Syndicate Voucher Value**

- (a) The minimum Syndicate Voucher value shall be determined by the Board and may be varied from time to time at the discretion of the Board. See APPENDIX 1.

**10.11.7 Denomination to which Syndicate Dividends and Syndicate Payout amounts will be rounded**

- (a) The denomination to which Syndicate Dividends and Syndicate Payout amounts will be rounded shall be determined by the Board and may be varied from time to time at the discretion of the Board. See APPENDIX 1.

**10.11.8 Cancellation of Syndicate Voucher**

- (a) Syndicate Vouchers can be cancelled up until the TAB National Syndicate is closed.
- (b) In the case of Syndicate Vouchers sold using the Internet or Touch Tone the Syndicate Investor must contact Phonebet, prior to the TAB National Syndicate being closed, to request the cancellation of the Syndicate Voucher.

**10.11.9 Conditions relating to Syndicate Vouchers purchased for cash**

- (a) The Board's agent in charge of any Totalisator Agency may declare at any time that the office is closed for the purchase of Syndicate Vouchers.
- (b) Only bank notes, coins or such other instruments for payment as the Board may determine from time to time shall be accepted.



- (c) On acceptance of the purchase by the Board, Syndicate Investors will be issued with a bet on a printed Syndicate Voucher which must be presented when claiming any Syndicate Dividend, or Refund due in respect of such Syndicate Voucher.
- (d) Such Syndicate Vouchers will be printed to show the date of issue, the name designated for the TAB National Syndicate, Syndicate Voucher Value and such other particulars as may be required to identify the Syndicate Voucher recorded.
- (e) Subject to the provisions of this Rule and Rule 10.11.8, the Syndicate Investor shall be deemed to accept the Syndicate Voucher issued to him or her unless he or she applies for the rectification of any error or omission in the Syndicate Voucher.
- (f) Where any Syndicate Voucher is incomplete as to the required particulars, altered or defaced the details will be deemed to be those as recorded on the Board's computer system.
- (g) It shall be the sole responsibility of the Syndicate Investor to ensure that the details of the Syndicate Voucher are recorded in accordance with the Syndicate Investor's intentions. By accepting a Syndicate Voucher, the Syndicate Investor shall be deemed to have accepted that the matters listed in Rule 10.11.9(d) above recorded on the Syndicate Voucher correspond to those that the Syndicate Investor requested.
- (h) Any Syndicate Voucher, when presented for a Syndicate Dividend, Refund, cancellation, or for the correction of an alleged error, may be rejected without any payment made on the Syndicate Voucher if the Syndicate Voucher has been altered or defaced.

**10.11.10 Conditions relating to Syndicate Vouchers purchased using a Betting Account**

- (a) Syndicate Vouchers may be purchased by using a Betting Account which has a credit balance. The Account Holder must ensure that the Betting Account has a credit balance and sufficient funds to cover the cost of the Syndicate Vouchers prior to placing the bets.
- (b) The sum to be drawn from a Betting Account may not exceed the credit balance of the account. Purchase of Syndicate Vouchers on credit will not be permitted.
- (c) Subject to the provisions of these Rules, the Account Holder shall be deemed to accept the Syndicate Vouchers issued to them as recorded against the account.
- (d) Subject to Rule 7.11, the Board will investigate all claims alleging that Syndicate Vouchers have been placed incorrectly due to error by any employee of the Board.
- (e) The Board will neither investigate nor accept any liability in respect of claims alleging that Syndicate Vouchers have been purchased incorrectly where such Syndicate Vouchers have been placed by means of Touch Tone or other automated telephone system used by the Board.
- (f) Where an error by an operator employed by the Board results in the purchase of an incorrect Syndicate Voucher, the Syndicate Voucher will be deemed to be that which is recorded on the Board's computer, notwithstanding the error. The Board will not be liable for any claim that is inconsistent with the computer record of the Syndicate Voucher in question. The Board may, however, at its complete discretion:
  - (i) Refund the Syndicate Voucher to the Account Holder; or

(ii) Credit the account up to the amount of the Syndicate Dividend, or Refund which would have been payable if the Syndicate Voucher had been placed correctly.

#### **10.11.11 Operation of TAB National Syndicate**

- (a) After the TAB National Syndicate is closed for the purchase of Syndicate Vouchers, the Initial Syndicate Pool will be transferred to a Syndicate Account.
- (b) Investments on the Race Meetings will be placed using the Syndicate Account by an authorised representative of the Board as determined by the Board from time to time.
- (c) The Board will endeavour to inform Syndicate Investors through various means, as determined by the Board from time to time, the Investments made on the Race Meetings and the running balance of the TAB National Syndicate.
- (d) The authorised representative of the Board who places the Investments has sole discretion for the Investments made on the Race Meetings on behalf of the TAB National Syndicate regardless of the amount of money in the Syndicate Account. However, such Investment will not exceed the balance of the Syndicate Account.
- (e) Dividends earned from the Investments on the Race Meetings will be credited to the Syndicate Account.
- (f) No funds other than Dividends from winning bets shall be added or introduced into the Syndicate Account once the Initial Syndicate Pool has been transferred.
- (g) Investments can only be placed on the Race Meetings nominated by the Board as advised to Syndicate Investors.

- (h) Any Initial Syndicate Pool money that is not Invested on the Race Meetings will be included in the Final Syndicate Pool for the purposes of Syndicate Dividend calculation.
- (i) A Syndicate Dividend will only be calculated after the Race Meetings have ended
- (j) Each Syndicate Share shall be entitled to a unit of the Syndicate Dividend.

#### **10.11.12 Calculation of Syndicate Dividend**

- (a) The Syndicate Dividend will be calculated by dividing the money in the Final Syndicate Pool by the amount of money in the Initial Syndicate Pool. For example:

Initial Syndicate Pool transferred to Syndicate Account: \$30,000

Final Syndicate Pool: \$45,000

Syndicate Dividend calculation is  $\$45,000/\$30,000 = \$1.50$

- (b) If the Syndicate Dividend is calculated to be less than ten cents (10c) then the Syndicate Dividend will be zero and no Syndicate Payout will be made.

#### **10.11.13 Payment of Syndicate Dividends and Refunds**

- (a) Syndicate Dividends will be made available for collection, or, in the case of a Syndicate Voucher purchased through a Betting Account, credited to an account, as soon as practicable after the Syndicate Dividend is confirmed.
- (b) If a Syndicate Dividend is subsequently altered then the Account Holder will be liable to the Board for repayment of

the Syndicate Dividend and the Board may set off that liability against any credit funds in the account.

(c) In the case of cash Syndicate Vouchers, the procedure for payment of Syndicate Dividends and Refunds is as follows:

(i) Syndicate Dividends and Refunds will be paid in cash, or may at the option of the Board, be by cheque, or electronic transfer as determined by the Board. Payment shall be made in New Zealand currency.

(ii) Syndicate Dividends and Refunds will be paid on production of the Syndicate Voucher within six months of the date of issue of the Syndicate Voucher.

(iii) Syndicate Dividends and Refunds not claimed within six months of the date of issue of the Syndicate Voucher will be retained by the Board, provided that they can be claimed on production of the Syndicate Voucher and completion of a written claim form as required by the Board.

#### **10.11.14 Abandonment and Postponement**

(a) If all of the Race Meetings involved in the TAB National Syndicate are abandoned or postponed to another day prior to start of the meetings, all Syndicate Vouchers will be Refunded.

(b) If any of the Race Meetings involved in the TAB National Syndicate are abandoned or postponed to another day after the Race Meetings have started but before the conclusion of the Race Meetings, the Board, at its sole discretion will either continue the operation of the TAB National Syndicate

on the remaining Race Meetings, or terminate the TAB National Syndicate and declare a Syndicate Dividend calculated on the money in the Final Syndicate Pool at that time

# 11 CONDITIONS APPLICABLE TO TOTALISATOR RACE BET TYPES

## 11.1 Pick6 Betting

### 11.1.1 Interpretation

In Rule 11.1, unless the context otherwise requires: –

“**Pick6**” is a bet type whereby the Investor endeavours to select the Winner in each of the six Races as designated by the Board.

“**First Prize Pool**” means 88 per cent of the Dividend Pool, together with:

- (a) any previous First Prize Pool which may have been carried forward in accordance with Rule 11.1.5; and
- (b) any part or all of the Prize Reserve Pool which may have been added to the First Prize Pool under Rule 11.1.6.

“**Prize Reserve Pool**” means 12 per cent of the Dividend Pool.

“**Winner**” means the Race Entrant determined as the Winner according to the Official Result, provided that:

- (a) if the judge, stewards or judicial committee make an error regarding such determination and subsequently correct the error in accordance with the Rules of Racing, the Winner shall be the Race Entrant in respect of which the judge, stewards or judicial committee, after correcting their error, determine as the Winner according to the Official Result; and
- (b) the disqualification of the Race Entrant on which the Win Dividend has been paid shall not affect that Entrant’s status as the Winner if the disqualification resulted from a

protest lodged after the expiration of the period allowed by the Rules of Racing for the lodging of such protests.

#### **11.1.2 Races upon which the Board may conduct Pick6 betting**

Pick6 betting may be conducted on such Races as the Board may determine from time to time.

#### **11.1.3 Method of Pick6 betting**

A Pick6 bet is placed by the Investor selecting a Race Entrant or Entrants in each of the six Races of a Pick6.

#### **11.1.4 Dividend Pool**

The Dividend Pool shall be distributed as follows:

- (a) 88 per cent of the Dividend Pool shall be allocated to the First Prize Pool; and
- (b) 12 per cent shall be allocated to the Prize Reserve Pool.

#### **11.1.5 First Prize Pool**

Subject to Rule 11.1.7 relating to termination, the First Prize Pool shall be distributed as follows:

- (a) The First Prize Pool shall be distributed equally amongst those units of betting that have selected the Winner in each of the six Races of a Pick6, provided that the sum of those winning units of betting is equal to or greater than the Dividend Unit.
- (b) Where the sum of winning units of betting is less than the Dividend Unit, the First Prize Pool will be declared as the Dividend, and winning units of betting will receive their proportional share of the First Prize Pool. The balance of the First Prize Pool, less any Prize Reserve funds, will be carried forward and added to the First Prize Pool of the next Pick6 as determined by Board policy.



- (c) If no units of betting have selected the Winners in each of the six Races of a Pick6, the First Prize Pool in respect of that particular Pick6, less any Prize Reserve funds, shall be carried forward and added to the First Prize Pool of the next Pick6 as determined by Board policy.

#### **11.1.6 Prize Reserve Pool**

The Board may allocate any part or all of the Prize Reserve Pool to the Dividend Pool of any bet type within the respective Code.

#### **11.1.7 Termination**

Subject to Rule 11.1.11 relating to Abandonment, the following will apply:

- (a) The Board may terminate any First Prize Pool. If the First Prize Pool is terminated, the First Prize Pool shall be distributed on a Pick6 as determined by the Board, as follows:
  - (i) The Pick6 First Prize Pool shall be distributed equally amongst those units of betting that have selected the Winner in each of the six Races.
  - (ii) If there are no units of betting that have selected the Winner in each of the six Races of the Pick6, the First Prize Pool shall be distributed equally amongst those units of betting that have selected the Winners in the greatest number of such Races.
- (b) Where the First Prize Pool is terminated, if there are no units of betting that have selected the Winner in any one of the Races of the Pick6, the First Prize Pool shall be distributed equally amongst those units of betting that have been placed on the Pick6.

### **11.1.8 Dead Heats**

In the event of a dead heat for a Win in any of the Races of a Pick6, all such dead-heating Race Entrants shall be deemed to be the Winner for the purpose of calculating the Dividend in accordance with Rules 11.1.4, 11.1.5, 11.1.6 and 11.1.7.

### **11.1.9 Scratchings**

Where a Race Entrant is Scratched from any of the six Races of a Pick6, the Board will substitute an alternative selection for that Entrant after the closing time for receipt of Pick6 bets.

### **11.1.10 Refunds**

After the closing time for Pick6 Investments, no Investor shall obtain a Refund except where four or more of the Pick6 Races have been abandoned, in accordance with Rule 11.1.11(d).

### **11.1.11 Abandonment of Races**

(a) Where any one of the Races of a Pick6 is abandoned:

- (i) The First Prize Pool shall be distributed equally amongst those units of betting that have selected the Winner of the other five Races of the Pick6 and any Race Entrant in the abandoned Race of the Pick6.

(b) Where any two of the Races of a Pick6 are abandoned:

- (i) The First Prize Pool shall be distributed equally amongst those units of betting that have selected the Winner of the other four Races of the Pick6 and any Race Entrant in the two abandoned Races of the Pick6.

(c) Where any three of the Races of a Pick6 are abandoned:

- (i) The First Prize Pool shall be distributed equally amongst those units of betting that have selected the Winner of the other three Races of the Pick6 and any Race Entrant in the three abandoned Races of the Pick6.

- (d) Where any four or any five or all six of the Races of a Pick6 are abandoned:
  - (i) Pick6 investments will be refunded
  - (ii) the amount brought forward from any previous Pick6 shall be carried forward to the next Pick6 as determined by the Board.

## **11.2 Pick6 Betting with Concession**

### **11.2.1 Interpretation**

In Rule 11.2, unless the context otherwise requires: –

**“Pick6”** is a bet type whereby the Investor endeavours to select the Winner in each of the six Races as designated by the Board.

**“Concession Pool”** means 22 per cent of the Dividend Pool.

**“First Prize Pool”** means 66 per cent of the Dividend Pool, together with:

- (a) any previous First Prize Pool which may have been carried forward in accordance with Rule 11.2.5; and
- (b) any part or all of the Prize Reserve Pool which may have been added to the First Prize Pool under Rule 11.2.7.

**“Prize Reserve Pool”** means 12 per cent of the Dividend Pool.

**“Winner”** means the Race Entrant determined as the Winner according to the Official Result, provided that:

- (a) if the judge, stewards or judicial committee make an error regarding such determination and subsequently correct the error in accordance with the Rules of Racing, the Winner shall be the Race Entrant in respect of which the

judge, stewards or judicial committee, after correcting their error, determine as the Winner according to the Official Result; and

- (b) the disqualification of the Race Entrant on which the Win Dividend has been paid shall not affect that Entrant's status as the Winner if the disqualification resulted from a protest lodged after the expiration of the period allowed by the Rules of Racing for the lodging of such protests.

#### **11.2.2 Races upon which the Board may conduct Pick6 betting**

Pick6 betting may be conducted on such Races as the Board may determine from time to time.

#### **11.2.3 Method of Pick6 betting**

A Pick6 bet is placed by the Investor selecting a Race Entrant or Entrants in each of the six Races of a Pick6.

#### **11.2.4 Dividend Pool**

The Dividend Pool shall be distributed as follows:

- (a) 66 per cent of the Dividend Pool shall be allocated to the First Prize Pool;
- (b) 22 per cent shall be allocated to the Concession Pool; and
- (c) 12 per cent shall be allocated to the Prize Reserve Pool.

#### **11.2.5 First Prize Pool**

Subject to Rule 11.2.8, the First Prize Pool shall be distributed as follows:

- (a) The First Prize Pool shall be distributed equally amongst those units of betting that have selected the Winner in each of the six Races of a Pick6.

- (b) Where the sum of winning units of betting is less than the Dividend Unit, the First Prize Pool will be declared as the Dividend, and the winning units of betting will receive their proportional share of the First Prize Pool. The balance of the First Prize Pool, less any Prize Reserve funds, will be carried forward and added to the First Prize Pool of the next Pick6 as determined by the Board.
- (c) If no units of betting have selected the Winners in each of the six Races of a Pick6, the First Prize Pool in respect of that particular Pick6, less any Prize Reserve funds, shall be carried forward and added to the First Prize Pool of the next Pick6 as determined by the Board.

#### **11.2.6 Concession Pool**

Subject to Rule 11.2.8 relating to Termination and Rule 11.2.12 relating to abandonment, the Concession Pool shall be distributed as follows:

- (a) The Concession Pool shall be distributed equally amongst those units of betting that have selected the Winners in any five, but not all six, of the Races of a Pick6.
- (b) If there are no units of betting that have selected the Winners in any five, but not all six, of the Races of a Pick6, the Concession Pool shall be distributed equally among those units of betting that have selected the Winners in the greatest number, but not all six, of such Races.

#### **11.2.7 Prize Reserve Pool**

The Board may allocate any part or all of the Prize Reserve Pool to the Dividend Pool of any bet type within the respective Code.

### **11.2.8 Termination**

Subject to Rule 11.2.12 relating to abandonment, the following will apply:

- (a) The Board may terminate any First Prize Pool. If the First Prize Pool is terminated, the First Prize Pool shall be distributed on a Pick6 as determined by the Board, as follows:
  - (i) The Pick6 First Prize Pool shall be distributed equally amongst those units of betting that have selected the Winner in each of the six Races.
  - (ii) If there are no units of betting that have selected the Winner in each of the six Races of the Pick6, the First Prize Pool shall be distributed equally amongst those units of betting that have selected the Winners in the greatest number of such Races.
- (b) If the First Prize Pool is terminated, the Concession Pool shall be distributed equally amongst those units of betting that have selected the Winner in one less of the Races of the Pick6 than those entitled to the First Prize Pool under Rule 11.2.8(a).
- (c) Where the First Prize Pool is terminated, if there are no units of betting that have selected the Winner in any one of the Races of the Pick6, the First Prize Pool and the Concession Pool shall be distributed equally amongst those units of betting that have been placed on the Pick6.

### **11.2.9 Dead Heats**

In the event of a dead heat for a Win in any of the Races of a Pick6, all such dead-heating Race Entrants shall be deemed to be the Winner for the purpose of calculating the Dividend in accordance with Rules 11.2.4, 11.2.5, 11.2.6, 11.2.7 and 11.2.8.

**11.2.10 Scratchings**

Where a Race Entrant is Scratched from any of the six Races of a Pick6, the Board will substitute an alternative selection for that Entrant after the closing time for receipt of Pick6 bets.

**11.2.11 Refunds**

After the closing time for Pick6 Investments, no Investor shall obtain a Refund except where four or more of the Pick6 Races have been abandoned, in accordance with Rule 11.2.12(d).

**11.2.12 Abandonment of Races**

(a) Where any one of the Races of a Pick6 is abandoned:

- (i) The First Prize Pool shall be distributed equally amongst those units of betting that have selected the Winner of the other five Races of the Pick6 and any Race Entrant in the abandoned Race of the Pick6.
- (ii) The Concession Pool shall be distributed equally amongst those units of betting that have selected the Winner of any four of the other five Races of the Pick6 and any Race Entrant in the abandoned Race of the Pick6.

(b) Where any two of the Races of a Pick6 are abandoned:

- (i) The First Prize Pool shall be distributed equally amongst those units of betting that have selected the Winner of the other four Races of the Pick6 and any Race Entrant in the two abandoned Races of the Pick6.
- (ii) The Concession Pool shall be distributed equally amongst those units of betting that have selected the Winner of any three of the other four Races of the Pick6 and any Race Entrant in the two abandoned Races of the Pick6.

(c) Where any three of the Races of a Pick6 are abandoned:

- (i) The First Prize Pool shall be distributed equally amongst those units of betting that have selected the Winner of the other three Races of the Pick6 and any Race Entrant in the three abandoned Races of the Pick6.
  - (ii) The Concession Pool shall be distributed equally amongst those units of betting that have selected the Winner of any two of the other three Races of the Pick6 and any Race Entrant in the three abandoned Races of the Pick6.
- (d) Where any four or any five or all six of the Races of a Pick6 are abandoned:
- (i) Pick6 investments will be refunded
  - (ii) the amount brought forward from any previous Pick6 shall be carried forward to the next Pick6 as determined by the Board.

## **11.3 Six Pack Betting**

### **11.3.1 Interpretation**

In Rule 11.3, unless the context otherwise requires:-

**“Six Pack”** is a bet type whereby the Investor endeavours to select the first six placings in the correct order in a Race as designated by the Board.

**“First Prize Pool”** means 90 per cent of the Dividend Pool, together with:

- (a) any previous First Prize Pool which may have been carried forward in accordance with Rule 11.3.5(c), and
- (b) any part or all of the Prize Reserve Pool which may have been added to the First Prize Pool under Rule 11.3.6.



**“First Six Placings”** means the Race Entrants determined as the “First Entrant”, “Second Entrant”, “Third Entrant”, “Fourth Entrant”, “Fifth Entrant” and “Sixth Entrant” respectively according to the Official Result, provided that:

- (a) if the judge, stewards or judicial committee make an error regarding such determination and subsequently correct their error in accordance with the Rules of Racing, the First Six Placings shall be the Race Entrants which the judge, stewards or judicial committee, after correcting their error, determine to be the first six Entrants according to the Official Result;
- (b) the disqualification of any Race Entrants that have been placed among the first six Entrants shall not affect the determination of the First Six Placings for the purposes of the Six Pack if the disqualification resulted from a protest lodged after the expiration of the period allowed by the Rules of Racing for the lodging of such protests;
- (c) where a dead heat occurs, the First Six Placings shall be the first six Entrants across the finishing line in the order in which they are placed by the judge, stewards or judicial committee, except that –
  - (i) a dead heat between two or more Race Entrants may cause the number of Race Entrants eligible to fill the First Six placings to be more than six; and
  - (ii) where a dead heat occurs for a particular placing, all dead-heating Entrants shall be deemed to hold that placing and the immediate placing or placings below shall be skipped for the purpose of placing the other Entrants. For example, for a dead heat for second place the First Six Placings shall be as

follows – “first”, “second”, “second”, “fourth”, “fifth”, and “sixth”; and

- (d) if the judge, stewards or judicial committee are unable or fail to determine the First Six Placings, the Board may determine the First Six Placings.

**“Prize Reserve Pool”** means 10 per cent of the Dividend Pool.

**11.3.2 Races upon which the Board may conduct Six Pack betting**  
Six Pack betting may be conducted on such Races as the Board may determine from time to time.

**11.3.3 Method of Six Pack betting**  
A Six Pack bet is placed by the Investor selecting a Race Entrant or Entrants to finish in each of the first six places in a Six Pack Race.

**11.3.4 Dividend Pool**  
(a) Subject to Rule 11.3.4(b), the Dividend Pool shall be distributed as follows:

- (i) 90 per cent shall be allocated to the First Prize Pool; and
- (ii) 10 percent shall be allocated to the Prize Reserve Pool.

(b) If a dead heat or dead heats occur in a Six Pack Race:

- (i) units of betting entitled to a Dividend will be those which correctly selected all places from first to sixth not affected by the dead heat or dead heats and which also selected the Entrants involved in each dead heat in the placings affected by that dead heat. For example, if a dead heat occurs for second place, units of betting entitled to a Dividend

will be those which selected first, fourth, fifth and sixth places correctly and which also selected the Entrants involved in the dead heat in second and third places in either order; and

- (ii) the Dividends will be calculated by firstly dividing the Dividend Pool into a number of parts corresponding to the number of combinations that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.3.4(b)(i) and for which there is at least one actual bet which specified that combination and, secondly, dividing each part of the Dividend Pool by the number of actual bets which specified the respective combination.

#### **11.3.5 First Prize Pool**

Subject to Rule 11.3.7 relating to Termination, the First Prize Pool shall be distributed as follows:

- (a) The First Prize Pool shall be distributed equally amongst those units of betting that have selected the First Six Placings in the correct order in the Six Pack Race, provided that the sum of those winning units of betting is equal to or greater than the Dividend Unit.
- (b) Where the sum of winning units of betting is less than the Dividend Unit, the First Prize Pool will be declared as the Dividend and winning units of betting will receive their proportional share of the First Prize Pool. The balance of the First Prize Pool, less any Prize Reserve funds, will be carried forward and added to the First Prize Pool of the next Six Pack Race as determined by Board policy.
- (c) If no unit of betting has selected the First Six Placings in the correct order in a Six Pack Race, the First Prize Pool

less any Prize Reserve funds, shall be carried forward and added to the First Prize Pool of the next Six Pack Race as determined by Board policy.

**11.3.6 Prize Reserve Pool**

The Board may allocate any part or all of the Prize Reserve Pool to the Dividend Pool of any bet type within the respective Code.

**11.3.7 Termination**

Subject to Rule 11.3.10 relating to Abandonment, the Board may terminate any First Prize Pool.

- (a) The First Prize Pool shall be distributed equally amongst those units of betting that have selected the First Six Placings in the Six Pack Race in correct order.
- (b) If there are no units of betting that have selected the First Six Placings in the Six Pack Race in correct order, the First Prize Pool shall be distributed equally amongst those units of betting in accordance with the following count-back system:

	1 <sup>st</sup> PLACE	2 <sup>nd</sup> PLACE	3 <sup>rd</sup> PLACE	4 <sup>th</sup> PLACE	5 <sup>th</sup> PLACE	6 <sup>th</sup> PLACE
(i)	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT	ANY OTHER
(ii)	CORRECT	CORRECT	CORRECT	CORRECT	ANY OTHER	ANY OTHER
(iii)	CORRECT	CORRECT	CORRECT	ANY OTHER	ANY OTHER	ANY OTHER
(iv)	CORRECT	CORRECT	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER
(v)	CORRECT	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER
(vi)	ANY	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER

**11.3.8 Dead heats**

A determination made by the judge, stewards or judicial committee regarding dead heats shall be final for the purposes of these Rules, unless the Board directs otherwise.

**11.3.9 Scratchings**

Where a Race Entrant is Scratched from a Six Pack Race, the Board will refund all units of Six Pack betting placed on the Scratched Entrant.

### **11.3.10 Abandonment of Six Pack**

(a) A Six Pack will be abandoned if:

- (i) the number of Starters in the Six Pack Race is less than six due to Scratchings; or
- (ii) subject to Rules 11.3.10(b) and 11.3.10(c), the First Six Placings in a Six Pack Race are incomplete.

(b) The First Six Placings in a Six Pack Race shall not be incomplete by reason only that:

- (i) two or more of the Race Entrants have dead-heated; or
- (ii) where there are exactly six Starters in a Six Pack Race, only five of those Starters finish the Race and are placed by the judge, in which case the Starter which has not finished the Race shall be placed sixth for the purposes of completing the First Six Placings.

(c) Where a Six Pack Race is abandoned the Board will refund all Six Pack bets placed on that Race.

## **11.4 Six Pack Betting with Concession**

### **11.4.1 Interpretation**

In Rule 11.4, unless the context otherwise requires: –

**“Six Pack”** is a bet type whereby the Investor endeavours to select the first six placings in the correct order in a Race as designated by the Board.

**“Concession Pool”** means 22.5 per cent of the Dividend Pool.

**“First Prize Pool”** means 67.5 per cent of the Dividend Pool, together with:

- (a) any previous First Prize Pool which may have been carried forward in accordance with Rule 11.4.5(c) and
- (b) any part or all of the Prize Reserve Pool which may have been added to the First Prize Pool under Rule 11.4.7.

**“Prize Reserve Pool”** means 10 per cent of the Dividend Pool.

**“Prize Reserve Fund”** means the balance of Prize Reserve Pool accumulated from previous Six Packs.

**“First Six Placings”** means the Race Entrants determined as the “First Entrant”, “Second Entrant”, “Third Entrant”, “Fourth Entrant”, “Fifth Entrant” and “Sixth Entrant” respectively according to the Official Result, provided that:

- (a) if the judge, stewards or judicial committee make an error regarding such determination and subsequently correct their error in accordance with the Rules of Racing, the First Six Placings shall be the Race Entrants which the judge, stewards or judicial committee, after correcting their error, determine to be the first six Entrants according to the Official Result;
- (b) the disqualification of any Race Entrants that have been placed among the first six Entrants shall not affect the determination of the First Six Placings for the purposes of the Six Pack if the disqualification resulted from a protest lodged after the expiration of the period allowed by the Rules of Racing for the lodging of such protests;

- (c) where a dead heat occurs, the First Six Placings shall be the first six Entrants across the finishing line in the order in which they are placed by the judge, stewards or judicial committee, except that –
  - (i) a dead heat between two or more Race Entrants may cause the number of Race Entrants eligible to fill the First Six placings to be more than six; and
  - (ii) where a dead heat occurs for a particular placing, all dead-heating Entrants shall be deemed to hold that placing and the immediate placing or placings below shall be skipped for the purpose of placing the other Entrants. For example, for a dead heat for second place the First Six Placings shall be as follows – “first”, “second”, “second”, “fourth”, “fifth”, and “sixth”; and
- (d) if the judge, stewards or judicial committee are unable or fail to determine the First Six Placings, the Board may determine the First Six Placings.

**11.4.2 Six Pack betting may be conducted on such Races as the Board may determine from time to time.**

**11.4.3 Method of Six Pack betting**

A Six Pack bet is placed by the Investor selecting a Race Entrant or Entrants to finish in each of the first six places in a Six Pack Race.

**11.4.4 Dividend Pool**

- (a) Subject to Rule 11.4.4(b) the Dividend Pool shall be distributed as follows:
  - (i) 67.5 per cent of the Dividend pool shall be allocated to the First Prize Pool;

- (ii) 22.5 percent shall be allocated to the Concession Pool; and
- (iii) 10 per cent shall be allocated to the Prize Reserve Pool.

(b) If a dead heat or dead heats occur in a Six Pack Race:

- (i) units of betting entitled to a Dividend will be those which correctly selected all places from first to sixth not affected by the dead heat or dead heats and which also selected the Entrants involved in each dead heat in the placings affected by that dead heat. For example, if a dead heat occurs for second place, units of betting entitled to a Dividend will be those which selected first, fourth, fifth and sixth places correctly and which also selected the Entrants involved in the dead heat in second and third places in either order; and
- (ii) the Dividends will be calculated by firstly dividing the First Prize Pool and/or the Concession Pool (“the Relevant Pool”) into a number of parts corresponding to the number of combinations that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.4.4(b)(i) and for which there is at least one actual bet which specified that combination and, secondly, dividing each part of the Relevant Pool by the number of actual bets which specified the respective combination.

#### **11.4.5 First Prize Pool**

Subject to Rule 11.4.7, the First Prize Pool shall be distributed as follows:



- (a) The First Prize Pool shall be distributed equally amongst those units of betting that have selected the First Six Placings in the correct order in the Six Pack Race.
- (b) Where the sum of winning units of betting is less than the Dividend Unit, the First Prize Pool will be declared as the Dividend and winning units of betting will receive their proportional share of the First Prize Pool. The balance of the First Prize Pool, less any Prize Reserve funds, will be carried forward and added to the First Prize Pool of the next Six Pack Race as determined by Board policy.
- (c) If no unit of betting has selected the First Six Placings in the correct order in a Six Pack Race, the First Prize Pool, less any Prize Reserve funds, shall be carried forward and added to the First Prize Pool of the next Six Pack Race as determined by Board policy.

**11.4.6**

**Concession Pool**

Subject to Rule 11.4.8 relating to Termination, the Concession Pool shall be distributed as follows:

- (a) The Concession Pool shall be distribute equally amongst those units of betting that have selected the first five placings in the Race in correct order and also selected any other Entrant for sixth placing.
- (b) If there are no units of betting that have selected the first five placings in the Six Pack Race in correct order, the Concession Pool shall be distributed equally amongst those units of betting in accordance with the following count-back system:

	<b>1<sup>st</sup> PLACE</b>	<b>2<sup>nd</sup> PLACE</b>	<b>3<sup>rd</sup> PLACE</b>	<b>4<sup>th</sup> PLACE</b>	<b>5<sup>th</sup> PLACE</b>	<b>6<sup>th</sup> PLACE</b>
(i)	CORRECT	CORRECT	CORRECT	CORRECT	ANY OTHER	ANY OTHER
(ii)	CORRECT	CORRECT	CORRECT	ANY OTHER	ANY OTHER	ANY OTHER
(iii)	CORRECT	CORRECT	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER

(iv)	CORRECT	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER
(v)	ANY	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER

#### 11.4.7 **Prize Reserve Pool**

The Board may allocate any part or all of the Prize Reserve Pool to the Dividend Pool of any bet type within the respective Code.

#### 11.4.8 **Termination**

Subject to Rule 11.4.11 relating to Abandonment, the following will apply:

- (a) The Board may terminate any First Prize Pool.
  
- (b) The First Prize Pool shall be distributed equally amongst those units of betting that have selected the First Six Placings in the Six Pack Race in correct order.
  
- (c) If there are no units of betting that have selected the First Six Placings in the Six Pack Race in correct order, the First Prize Pool shall be distributed equally amongst those units of betting in accordance with the following count-back system:

	1 <sup>st</sup> PLACE	2 <sup>nd</sup> PLACE	3 <sup>rd</sup> PLACE	4 <sup>th</sup> PLACE	5 <sup>th</sup> PLACE	6 <sup>th</sup> PLACE
(i)	CORRECT	CORRECT	CORRECT	CORRECT	CORRECT	ANY OTHER
(ii)	CORRECT	CORRECT	CORRECT	CORRECT	ANY OTHER	ANY OTHER
(iii)	CORRECT	CORRECT	CORRECT	ANY OTHER	ANY OTHER	ANY OTHER
(iv)	CORRECT	CORRECT	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER
(v)	CORRECT	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER
(vi)	ANY	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER	ANY OTHER

(d) Where the First Prize Pool is Terminated, the Concession Prize Pool will be paid out in the following manner

(i) Where the First Prize Pool is paid out to those units of betting that have selected the First (n) Placings in correct order, the Concession Pool shall be distributed equally amongst those units of betting that have selected the first (n-1) placings in correct order and also selected any other Entrant for each of the other placings, where n = 6, 5, 4, 3, 2.

(ii) If the First Prize Pool is paid out to those units of betting that have selected the Winner in the Six Pack Race, the Concession Prize Pool shall also be distributed equally to those same units of betting.

(e) Where the First Prize Pool is terminated, if there are no units of betting that have selected the Winner in the Six Pack Race, the Dividend Pool shall be refunded to those units of betting placed on the Six Pack. Any previous First Prize Pool which may have been carried forward in accordance with Rule 11.4.5(c) shall also be distributed equally to those same units of betting.

#### **11.4.9 Dead heats**

A determination made by the judge, stewards or judicial committee regarding dead heats shall be final for the purposes of these Rules, unless the Board directs otherwise.

#### **11.4.10 Scratchings**

Where a Race Entrant is Scratched from a Six Pack Race, the Board will refund all units of Six Pack betting placed on the Scratched Entrant.

#### **11.4.11 Abandonment of Six Pack**

(a) A Six Pack, including a Terminating Six Pack will be abandoned if:

- (i) the number of Starters in the Six Pack Race is less than six due to Scratchings; or
- (ii) subject to Rules 11.4.11(b) and 11.4.11(c), the First Six Placings in a Six Pack Race are incomplete.

(b) The First Six Placings in a Six Pack Race shall not be incomplete by reason only that:

- (i) two or more of the Race Entrants have dead-heated; or
- (ii) where there are exactly six Starters in a Six Pack Race, only five of those Starters finish the Race and are placed by the judge, in which case the Starter which has not finished the Race shall be placed sixth for the purposes of completing the First Six Placings.
- (iii) Where a Six Pack Race is abandoned or postponed to another day, the Board will refund all Six Pack bets placed on that Race.

### **11.5 Win Betting**

#### **11.5.1 Interpretation**

In Rule 11.5, unless the context otherwise requires: –

**“Winner”** means the Race Entrant determined as the Winner according to the Official Result, provided that:

- (a) if the judge, stewards or judicial committee make an error regarding such determination and subsequently correct the error in accordance with the Rules of Racing, the Winner shall be the Race Entrant in respect of which the judge, stewards or judicial committee, after correcting their error, determine as the Winner according to the Official Result; and
- (b) the disqualification of the Race Entrant on which the Win Dividend has been paid shall not affect that Entrant’s status as the Winner if the disqualification resulted from a protest lodged after the expiration of the period allowed by the Rules of Racing for the lodging of such protests.

**11.5.2 Races**

Win betting may be conducted on such Races at the Board may determine from time to time.

**11.5.3 Method**

A Win bet is placed by the Investor selecting a Race Entrant or Entrants to win a Race.

**11.5.4 Dividend Pool**

- (a) The Dividend Pool shall be distributed equally amongst those units of betting that have selected the Winner.
- (b) If there are no units of betting on the Winner, then the Dividend Pool shall be distributed equally amongst all units of betting.

### 11.5.5

#### **Dead Heats**

In the event of a dead heat the Dividend Pool shall be divided into as many equal parts as there are Race Entrants involved in the dead heat provided there is at least one actual bet on any such Race Entrant. Each part is then distributed equally amongst those units of betting that have selected the Race Entrant involved in the dead heat.

### 11.5.6

#### **Scratchings**

Where a Race Entrant is Scratched from a Race, the Board will refund all units of Win betting placed on the Scratched Race Entrant.

### 11.5.7

#### **Abandonments**

Where a Race is abandoned all units of Win betting on that Race will be refunded.

## 11.6 Place Betting

### 11.6.1

#### **Interpretation**

“**Place**” is a bet type whereby the investor endeavours to select a Race Entrant to fill a Dividend Bearing Place in a Race as designated by the Board.

“**Starters**” is the number of Race Entrants in a race. For races run in New Zealand the number of Starters shall be the number of Race Entrants remaining in each of such races at 9:00am on the day of the race meeting, or one hour prior to the scheduled starting time of Race one, when Race one is scheduled to start prior to 10:00am. For races run outside of New Zealand the number of Starters shall be similarly determined two hours prior to the scheduled starting time of the first race of each meeting as made available for betting by the Board.

“**Dividend Bearing Places**” means the number of parts that the Dividend Pool will be divided and is determined as follows:

- (a) Dividend Bearing Places will be zero if the number of Race Entrants in a race is four or fewer. In such cases all units of Place betting on that Race will be refunded.
  
- (b) Dividend Bearing Places will be two and dividends will be paid to first and second places where the number of Starters is five, six or seven. Where a dead heat occurs, the Dividend Bearing Places shall be the first two Entrants determined as such according to the Official Result, notwithstanding that a dead heat between two or more Race Entrants may cause the number of Race Entrants eligible to fill the Dividend Bearing Places to be more than two; and
  
- (c) Dividend Bearing Places will be three and dividends will be paid to first, second and third places where the number of Starters is eight or more. Where a dead heat occurs, the Dividend Bearing Places shall be the first three Entrants determined as such according to the Official Result, notwithstanding a dead heat between two or more Race Entrants may cause the number of Race Entrants eligible to fill the Dividend Bearing Places to be more than three.
  
- (d) if the judge, stewards or judicial committee make an error regarding such determination and subsequently correct the error in accordance with the Rules of Racing, the placing Entrants shall be the Race Entrants in respect of which the judge, stewards or judicial committee, after correcting their error, determine as the placing Entrants according to the Official Result; and
  
- (e) the disqualification of the Race Entrant on which a Place Dividend has been paid shall not affect that Entrant's status as a placing Entrant if the disqualification resulted from a protest lodged after the expiration of the period allowed by the Rules of Racing for the lodging of such protests.

**11.6.2 Races**  
Place betting may be conducted on such Races as the Board may determine from time to time.

**11.6.3 Method**  
A Place bet is placed by the Investor selecting a Race Entrant or Entrants to Place in a Race.

**11.6.4 Dividend Pool**  
The Dividend Pool shall be divided into as many equal parts as there are Dividend Bearing Places provided such Dividend bearing Race Entrants have units of Place betting invested on them. Each part is then distributed equally amongst those units of Place betting that have selected the Race Entrant to place.

Should any part of the Dividend Pool be less than the number of units of Place betting to be paid by that part, then that part will be supplemented from that race's Place betting Deductions until that part is equal to the corresponding number of units of betting.

Should such Deductions be exhausted and that part is still less than the corresponding number of units of betting, then it shall be further supplemented up to the required amount, by equal amounts of money being transferred from the remaining parts.

**11.6.5 Dead Heats**  
In the event of a dead heat causing there to be more Race Entrants, filling a Dividend Bearing Place, than there are Dividend Bearing Places, then only those parts of the Dividend Pool from Rule 11.6.4 affected by the dead heat will be further divided equally into as many sub-parts as there are Race Entrants (with units of betting on them) involved in the dead heat.

Example. In a race, where Dividend Bearing Places is three, there is a triple dead heat for second, then the 2nd and 3rd parts



of the Dividend Pool will be further divided to create three sub-parts, each now two-thirds of the 1st part.

**11.6.6 Scratchings**

Where a Race Entrant is Scratched from a Race, the Board will refund all units of Place betting placed on the Scratched Race Entrant.

**11.6.7 Abandonments**

Where a Race is abandoned all units of Place betting on that Race will be refunded.

## 11.7 Quinella Betting

### 11.7.1 Interpretation

In Rule 11.7, unless the context otherwise requires: –

**“Quinella”** is a bet type whereby the Investor endeavours to select the First Two Placings in any order in a Race as designated by the Board.

**“First Two Placings”** means the Race Entrants determined as the “First Entrant” and “Second Entrant” according to the Official Result, provided that:

- (a) if the judge, stewards or judicial committee make an error regarding the placing of Race Entrants and subsequently correct their error in accordance with the Rules of Racing, the First Two Placings shall be the Race Entrants which the judge, stewards or judicial committee, after correcting their error, determine to be the first two Entrants according to the Official Result;
- (b) the disqualification of either of the Race Entrants that have been placed in the first two Entrants shall not affect the determination of the First Two Placings for the purposes of Quinella betting if the disqualification resulted from a protest lodged after the expiration of the period allowed by the Rules of Racing for the lodging of such protests;
- (c) where a dead heat occurs, the First Two Placings shall be the first two Entrants determined as such according to the Official Result, except that –
  - (i) a dead heat between two or more Race Entrants may cause the number of Race Entrants eligible to fill the First Two placings to be more than two; and

- (ii) where a dead heat occurs for a particular placing, all dead-heating Entrants shall be deemed to hold that placing and the immediate placing or placings below shall be skipped for the purpose of placing the other Entrants; and
- (d) if the judge, stewards or judicial committee are unable or fail to determine the First Two Placings, the Board may determine the First Two Placings.

#### **11.7.2 Races**

Quinella betting may be conducted on such Races at the Board may determine from time to time.

#### **11.7.3 Method**

A Quinella bet is placed by the Investor selecting Race Entrants to finish first and second in a particular Race.

#### **11.7.4 Dividend Pool**

- (a) The Dividend Pool shall be distributed equally amongst those units of betting that have selected the Race Entrants who finish first and second in a particular Race in any order.
  - (i) the Race Entrant placed first and the Race Entrant placed third;
  - (ii) the Race Entrant placed second and the Race Entrant placed third;
  - (iii) then if there are no units of betting that have selected the Quinella, the Dividend Pool, less any authorised deductions shall be distributed equally amongst all units of Quinella betting.

- (c) If one winner only is declared and no second or third placing is declared the Dividend Pool shall be divided amongst the investors on the combination of the winner and any other selection in the event irrespective of order.

#### **11.7.5 Dead Heats**

In the event of a dead heat the Dividend Pool shall be divided into as many parts as there are combinations of Race Entrants deemed to finish in the First Two Placings, provided there is at least one actual bet which specified that combination. Each part is then distributed equally amongst those units of Quinella betting that have selected those Race Entrants to finish in the First Two Placings.

#### **11.7.6 Scratchings**

Where a Race Entrant is Scratched from a Race, the Board will refund all units of Quinella betting involving the Scratched Race Entrant.

#### **11.7.7 Abandonments**

Where a Race is abandoned all units of Quinella betting on that Race will be refunded.

### **11.8 Trifecta Betting**

#### **11.8.1 Interpretation**

In Rule 11.8, unless the context otherwise requires: –

**“Trifecta”** is a bet type whereby the Investor endeavours to select the first three placings in the correct order in a Race as designated by the Board.

**“First Three Placings”** means the Race Entrants determined as the “First Entrant”, “Second Entrant” and “Third Entrant” respectively according to the Official Result, provided that:

- (a) if the judge, stewards or judicial committee make an error regarding such determination and subsequently correct

their error in accordance with the Rules of Racing, the First Three Placings shall be the Race Entrants which the judge, stewards or judicial committee, after correcting their error, determine to be the first three Entrants according to the Official Result;

- (b) the disqualification of any Race Entrants that have been placed among the first three Entrants shall not affect the determination of the First Three Placings for the purposes of Trifecta betting if the disqualification resulted from a protest lodged after the expiration of the period allowed by the Rules of Racing for the lodging of such protests;
- (c) where a dead heat occurs, the First Three Placings shall be the first three Entrants determined as such according to the Official Result, except that –
  - (i) a dead heat between two or more Race Entrants may cause the number of Race Entrants eligible to fill the First Three placings to be more than three; and
  - (ii) where a dead heat occurs for a particular placing, all dead-heating Entrants shall be deemed to hold that placing and the immediate placing or placings below shall be skipped for the purpose of placing the other Entrants. For example, for a dead heat for second place the First Three Placings shall be as follows – “first”, “second”, “second”; and
- (d) if the judge, stewards or judicial committee are unable or fail to determine the First Three Placings, the Board may determine the First Three Placings.

**“Succeeding Trifecta Race”** means in relation to a Trifecta Race (“Initial Trifecta Race”):

(a) The next Trifecta Race (if any) conducted at the same Meeting as the Initial Trifecta Race;

or if there is none

(b) A Betting Pool on a Race at a Meeting selected by the Board, provided that Meeting is of the same racing code, Thoroughbred, Harness or Greyhound, as the Initial Trifecta Race..

**11.8.2 Races upon which the Board may conduct Trifecta betting**  
Trifecta betting may be conducted on such Races as the Board may determine from time to time.

**11.8.3 Method of Trifecta betting**  
A Trifecta bet is placed by the Investor selecting a Race Entrant or Entrants to finish in each of the first three places in a Trifecta Race.

**11.8.4 Dividend Pool**  
Subject to Rule 11.8.5 relating to Dead Heats, the Dividend Pool shall be distributed as follows:

(a) The Dividend Pool shall be distributed equally amongst those units of betting that have selected the First Three Placings in the correct order in the Trifecta Race, provided that the sum of those winning units of betting is equal to or greater than the Dividend Unit.

Where the sum of winning units of betting is less than the Dividend Unit, the Dividend Pool will be declared as the Dividend and winning units of betting will receive their proportional share of the Dividend Pool. The balance of the Dividend Pool will be carried forward and added to the Dividend Pool of the Succeeding Trifecta Race as determined by Board Policy.

(b) If no unit of betting has selected the First Three Placings in the correct order in a Trifecta Race, the Dividend Pool shall be carried forward and added to the Dividend Pool

of the Succeeding Trifecta Race as determined by Board policy.

In circumstances where a Dividend Pool is terminating and there are no Winners, i.e. countback provisions have been exhausted and the Dividend Pool is distributed amongst all units of betting e.g. the winning Entrant is Any/Any/Any, then the dividend may be less than the dividend unit.

#### **11.8.5 Dead heats**

If a dead heat or dead heats occur in a Trifecta Race:

- (a) Units of betting entitled to a Dividend will be those which correctly selected all places from first to third not affected by the dead heat or dead heats and which also selected the Entrants involved in each dead heat in the placings affected by that dead heat. For example, if a dead heat occurs for second place, units of betting entitled to a Dividend will be those which selected first and which also selected the Entrants involved in the dead heat in second and third places in either order; and
- (b) The Dividends will be calculated by firstly dividing the Dividend Pool into a number of parts corresponding to the number of combinations that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.8.5(a) and secondly, dividing each part of the Dividend Pool by the number of actual bets which specified the respective combination.
- (c) Each unbacked combination that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.8.5(a) will be carried forward to

and added to the Trifecta Dividend Pool of the Succeeding Trifecta Race as determined by Board policy.

**11.8.6 Scratchings**

Where a Race Entrant is Scratched from a Trifecta Race, the Board will refund all units of Trifecta betting placed on the Scratched Entrant.

**11.8.7 Abandonments**

Where a Race is abandoned all units of Trifecta betting on that Race will be refunded.

Any amount brought forward from any previous Trifecta Race shall be carried forward to the Trifecta Pool on the Succeeding Trifecta Race.

**11.8.8 Termination**

Subject to Rule 11.8.7 relating to Abandonment, the Board may terminate any Dividend Pool.

- (a) The Dividend Pool shall be distributed equally amongst those units of betting that have selected the Trifecta Placings in the Trifecta Race in the correct order.
- (b) If there are no units of betting that have selected the Trifecta Placings in the Trifecta Race in the correct order, the Dividend Pool shall be distributed equally amongst those units of betting in accordance with the following countback system:

	1 <sup>st</sup> PLACE	2 <sup>nd</sup> PLACE	3 <sup>rd</sup> PLACE
(i)	CORRECT	CORRECT	ANY OTHER
(ii)	CORRECT	ANY OTHER	CORRECT
(iii)	CORRECT	ANY OTHER	ANY OTHER
(iv)	ANY	ANY OTHER	ANY OTHER

- (c) If there are no Trifecta Investments on the Trifecta Race the Trifecta will be Abandoned.



- (d) The Dividend will be calculated by firstly dividing the Dividend Pool into a number of parts corresponding to the number of combinations that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.8.5(a) and for which there is at least one actual bet which specified that combination and, secondly, dividing each part of the Dividend Pool by the number of actual bets which specified the respective combination.

#### **11.8.9 Declaration of Less than Three Placings**

- (a) If only two placings are declared:
  - (i) Any amount brought forward to that Trifecta Pool is transferred to the Trifecta Pool on the Succeeding Trifecta Race; and
  - (ii) The remainder of the Trifecta Pool will be divided amongst the Investors on the correct combination of the two placed Entrants with any other Entrants in the Race;
- (b) If only a Winner is declared:
  - (i) Any amount brought forward to that Trifecta Pool is transferred to the Trifecta Pool on the Succeeding Trifecta Race; and
  - (ii) The remainder of the Trifecta Pool will be divided amongst the Investors on the correct combination of the Winner and any other two Entrants in the Race;

and the remainder of the Trifecta Dividend Pool will be transferred to the Trifecta Pool on the Succeeding Trifecta Race if these alternative combinations have also not been selected.

#### **11.8.10 Roving Banker Trifecta**

Where an Investor nominates at least one Race Entrant as a Roving Banker, at least one Race Entrant as a Second Group,

and at least one Race Entrant as a Third Group, the Investor will have purchased Trifecta bets with;

- (a) the Roving Banker for first, the Second Group for second, and the Third Group for third;
- (b) the Second Group for first, the Roving Banker for second, and the Third Group for third;
- (c) the Second Group for first, the Third Group for second, and the Roving Banker for third.

## **11.9 Double Betting**

### **11.9.1 Interpretation**

In Rule 11.9, unless the context otherwise requires –

**“Double”** is a bet type whereby the Investor endeavours to select the Winner in both of the Races designated by the Board.

**“Winner”** means the Race Entrant determined as the Winner according to the Official Result, provided that:

- (a) if the judge, stewards or judicial committee make an error regarding such determination and subsequently correct the error in accordance with the Rules of Racing, the Winner shall be the Race Entrant in respect of which the judge, stewards or judicial committee, after correcting their error, determine as the Winner according to the Official Result; and
- (b) the disqualification of the Race Entrant on which the Win Dividend has been paid shall not affect that Entrant’s status as the Winner if the disqualification resulted from a protest lodged after the expiration of the period allowed by the Rules of Racing for the lodging of such protests.

### **11.9.2 Races upon which the Board may conduct Double betting**

Double betting may be conducted on such Races as the Board may determine from time to time.

### **11.9.3 Method of Double betting**

A Double bet is placed by the Investor selecting a Race Entrant or Entrants in both of the Races of a Double.

### **11.9.4 Dividend Pool**

- (a) The Dividend Pool shall be distributed equally amongst those units of betting that have selected the Winner in both of the Double Races.

- (b) If no units of betting have selected the Winners in both Races the countback priority for Double betting is units of betting which have selected:

	1st RACE	2nd RACE
(i)	WINNER	2nd PLACE
(ii)	WINNER	3rd PLACE
(iii)	WINNER	ANY
(iv)	ANY	ANY

#### 11.9.5

##### **Dead Heats**

If a dead heat or dead heats occur in one or both Double Races the Dividend will be calculated by firstly dividing the Dividend Pool into a number of parts corresponding to the number of combinations that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.9.4 and for which there is at least one actual bet which specified that combination and, secondly, dividing each part of the Dividend Pool by the number of actual bets which specified the respective combination.

#### 11.9.6

##### **Scratchings**

Where a Race Entrant is Scratched from any of the two Races of a Double, the Board will substitute an alternative selection for that Entrant after the closing time for receipt of Double bets.

#### 11.9.7

##### **Refunds**

After the closing time for Double Investments, no Investor shall obtain a Refund except where the first Race of the Double, or both Races of the Double have been abandoned in accordance with Rule 11.9.8.

#### 11.9.8

##### **Abandonment of Races**

Where the first Race of a Double is abandoned all units of Double betting will be refunded.

Where the second Race of a Double is abandoned, the Dividend Pool shall be distributed equally amongst those units of betting that have selected the Winner of the first Race of the Double and any Race Entrant in the second Race of the Double.

Where both Races of a Double are abandoned all units of Double betting will be refunded.

## **11.10 Double Betting with Concession**

### **11.10.1 Interpretation**

In Rule 11.10, unless the context otherwise requires: –

**“Double”** is a bet type whereby the Investor endeavours to select the Winner in both of the Races as designated by the Board.

**“Concession Pool”** means 30 per cent of the Dividend Pool.

**“First Prize Pool”** means 70 per cent of the Dividend Pool.

**“Winner”** means the Race Entrant determined as the Winner according to the Official Result, provided that:

- (a) if the judge, stewards or judicial committee make an error regarding such determination and subsequently correct the error in accordance with the Rules of Racing, the Winner shall be the Race Entrant in respect of which the judge, stewards or judicial committee, after correcting their error, determine as the Winner according to the Official Result; and
- (b) the disqualification of the Race Entrant on which the Win Dividend has been paid shall not affect that Entrant's status as the Winner if the disqualification resulted from a protest lodged after the expiration of the period allowed by the Rules of Racing for the lodging of such protests.

**11.10.2 Races upon which the Board may conduct Double betting**  
Double betting may be conducted on such Races as the Board may determine from time to time.

**11.10.3 Method of Double betting**  
A Double bet is placed by the Investor selecting a Race Entrant or Entrants in both of the Races of a Double.

**11.10.4 Dividend Pool**  
The Dividend Pool shall be distributed as follows:

- (a) 70 per cent of the Dividend Pool shall be allocated to the First Prize Pool;
- (b) 30 per cent shall be allocated to the Concession Pool;

**11.10.5 First Prize Pool**  
The First Prize Pool shall be distributed as follows:

- (a) the First Prize Pool shall be distributed equally amongst those units of betting that have selected the Winner in both Races of a Double.
- (b) if no units of betting have selected the Winners in both Races the countback priority for Double betting is units of betting which have selected:
  - (i) the Winner of the first Race of the Double and the second placing Race Entrant in the second Race of the Double;
  - (ii) the Winner of the first Race of the Double and the third placing Race Entrant in the second Race of the Double;
  - (iii) the Winner of the first Race of the Double and any Race Entrant in the second Race of the Double;
- (c) then if there are no units of betting that have selected the Double, the amount invested, less any authorised

deductions, shall be distributed equally amongst all units of Double betting.

#### **11.10.6 Concession Pool**

The Concession Pool shall be distributed as follows:

- (a) Where the First Prize Pool is distributed amongst units of betting that have selected the Winner in both Races of a Double, the Concession Pool shall be distributed equally amongst units of betting according to the following countback priority:-
  - (i) Winner of the first Race of the Double with the second placing Race Entrant in the second Race of the Double;
  - (ii) the Winner of the first Race of the Double and the third placing Race Entrant in the second Race of the Double;
  - (iii) the Winner in both Races of the Double.
  
- (b) Where the First Prize Pool is distributed amongst units of betting that have selected the Winner in the first Race of the Double with the second placing Race Entrant in the second Race of the Double, the Concession Pool shall be distributed equally amongst units of betting according to the following countback priority:-
  - (i) the Winner of the first Race of the Double and the third placing Race Entrant in the second Race of the Double;
  - (ii) the Winner of the first Race of the Double with the second placing Race Entrant in the second Race of the Double;
  
- (c) Where the First Prize Pool is distributed amongst units of betting that have selected the Winner in the first Race of the Double with the third placing Race Entrant in the

second Race of the Double, the Concession Pool shall also be distributed equally amongst those units of betting.

(d) Where the First Prize Pool is distributed amongst units of betting that have selected the Winner in the first Race of the Double with any Race Entrant in the second Race of the Double, the Concession Pool shall also be distributed equally amongst those units of betting.

(e) Where the First Prize Pool is distributed amongst all units of Double betting, the Concession shall also be distributed equally amongst all units of Double betting.

#### **11.10.7 Dead Heats**

If a dead heat or dead heats occur in one or both Double Races the Dividend will be calculated by firstly dividing the First Prize Pool and/or the Concession Pool (“the Relevant Pool”) into a number of parts corresponding to the number of combinations that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.10.5 and 11.10.6 and for which there is at least one actual bet which specified that combination and, secondly, dividing each part of the Relevant Pool by the number of actual bets which specified the respective combination.

#### **11.10.8 Scratchings**

Where a Race Entrant is Scratched from any of the two Races of a Double, the Board will substitute an alternative selection for that Entrant after the closing time for receipt of Double bets.

#### **11.10.9 Refunds**

After the closing time for Double Investments, no Investor shall obtain a Refund except where the first Race of the Double, or both Races of the Double have been abandoned, in accordance with Rule 11.10.10.



### **11.10.10 Abandonment of Races**

Where the first Race of a Double is abandoned all units of Double betting will be refunded.

Where the second Race of a Double is abandoned, the Dividend Pool shall be distributed equally amongst those units of betting that have selected the Winner of the first Race of the Double and any Race Entrant in the second Race of the Double.

Where both Races of a Double are abandoned, all units of Double betting will be refunded.

## **11.11 Treble Betting**

### **11.11.1 Interpretation**

In Rule 11.11, unless the context otherwise requires: –

**“Treble”** is a bet type whereby the Investor endeavours to select the Winner in each of the three Races as designated by the Board.

**“Winner”** means the Race Entrant determined as the Winner according to the Official Result, provided that:

- (a) if the judge, stewards or judicial committee make an error regarding such determination and subsequently correct the error in accordance with the Rules of Racing, the Winner shall be the Race Entrant in respect of which the judge, stewards or judicial committee, after correcting their error, determine as the Winner according to the Official Result; and
- (b) the disqualification of the Race Entrant on which the Win Dividend has been paid shall not affect that Entrant's status as the Winner if the disqualification resulted from a protest lodged after the expiration of the period allowed by the Rules of Racing for the lodging of such protests.

**11.11.2 Races upon which the Board may conduct Treble betting**  
 Treble betting may be conducted on such Races as the Board may determine from time to time.

**11.11.3 Method of Treble betting**  
 A Treble bet is placed by the Investor selecting a Race Entrant or Entrants in each of the three Races of a Treble.

**11.11.4 Dividend Pool**  
 The Dividend Pool shall be distributed as follows:

- (a) The Dividend Pool shall be distributed equally amongst those units of betting that have selected the Winner in each of the three Races of a Treble.
- (b) if no units of betting have selected the Winners in all three Races the countback priority for Treble betting is units of betting which have selected:

	1st RACE	2nd RACE	3rd RACE
(i)	WINNER	WINNER	2nd PLACE
(ii)	WINNER	WINNER	3rd PLACE
(iii)	WINNER	WINNER	ANY
(iv)	WINNER	2nd PLACE	ANY
(v)	WINNER	3rd PLACE	ANY
(vi)	WINNER	ANY	ANY
(vii)	ANY	ANY	ANY

**11.11.5 Dead Heats**  
 If a dead heat or dead heats occur in one or more Treble Races, the Dividend will be calculated by firstly dividing the Dividend Pool into a number of parts corresponding to the number of combinations that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.11.4 and for which there is at least one actual bet which specified that combination and, secondly, dividing each part of the Dividend Pool by the number of actual bets which specified the respective combination.

**11.11.6 Scratchings**

Where a Race Entrant is Scratched from any of the three Races of a Treble, the Board will substitute an alternative selection for that Entrant after the closing time for receipt of Treble bets.

**11.11.7 Refunds**

After the closing time for Treble Investments, no Investor shall obtain a Refund except where all Races of the Treble have been abandoned, in accordance with Rule 11.11.8.

**11.11.8 Abandonment of Races**

(a) Where any one Race of a Treble is abandoned, the Dividend Pool shall be distributed equally amongst those units of betting that have selected the Winner of the other two Races of the Treble and any Race Entrant in the abandoned Race of the Treble.

If there are no units of betting that have selected the Winners in either or both of the other two Races of the Treble the Dividend Pool shall be distributed equally amongst those units of betting in accordance with the following countback system:

	FIRST RACE ABANDONED	SECOND RACE RUN	THIRD RACE RUN
(i)	ANY	WINNER	2 <sup>ND</sup> PLACE
(ii)	ANY	WINNER	3 <sup>RD</sup> PLACE
(iii)	ANY	WINNER	ANY
(iv)	ANY	2 <sup>ND</sup> PLACE	ANY
(v)	ANY	3 <sup>RD</sup> PLACE	ANY
(vi)	ANY	ANY	ANY
	FIRST RACE RUN	SECOND RACE ABANDONED	THIRD RACE RUN
(i)	WINNER	ANY	2 <sup>ND</sup> PLACE
(ii)	WINNER	ANY	3 <sup>RD</sup> PLACE
(iii)	WINNER	ANY	ANY
(iv)	2 <sup>ND</sup> PLACE	ANY	ANY
(v)	3 <sup>RD</sup> PLACE	ANY	ANY
(vi)	ANY	ANY	ANY
	FIRST RACE RUN	SECOND RACE RUN	THIRD RACE ABANDONED
(i)	WINNER	2 <sup>ND</sup> PLACE	ANY
(ii)	WINNER	3 <sup>RD</sup> PLACE	ANY
(iii)	WINNER	ANY	ANY

(iv)	<b>2<sup>ND</sup> PLACE</b>	<b>ANY</b>	ANY
(v)	<b>3<sup>RD</sup> PLACE</b>	<b>ANY</b>	ANY
(vi)	<b>ANY</b>	<b>ANY</b>	ANY

(b) Where any two Races of a Treble are abandoned, the Dividend Pool shall be distributed equally amongst those units of betting that have selected the Winner of the other Race of the Treble and any Race Entrant in the abandoned Races of the Treble.

If there are no units of betting that have selected the Winners in the other Race of the Treble the Dividend Pool shall be distributed equally amongst those units of betting in accordance with the following countback system:

	<b>FIRST RACE RUN</b>	<b>SECOND RACE ABANDONED</b>	<b>THIRD RACE ABANDONED</b>
(i)	<b>2<sup>ND</sup> PLACE</b>	ANY	ANY
(ii)	<b>3<sup>RD</sup> PLACE</b>	ANY	ANY
(iii)	<b>ANY</b>	ANY	ANY
	<b>FIRST RACE ABANDONED</b>	<b>SECOND RACE RUN</b>	<b>THIRD RACE ABANDONED</b>
(i)	ANY	<b>2<sup>ND</sup> PLACE</b>	ANY
(ii)	ANY	<b>3<sup>RD</sup> PLACE</b>	ANY
(iii)	ANY	<b>ANY</b>	ANY
	<b>FIRST RACE ABANDONED</b>	<b>SECOND RACE ABANDONED</b>	<b>THIRD RACE RUN</b>
(i)	ANY	ANY	<b>2<sup>ND</sup> PLACE</b>
(ii)	ANY	ANY	<b>3<sup>RD</sup> PLACE</b>
(iii)	ANY	ANY	<b>ANY</b>

(c) Where all Races of a Treble are abandoned all units of Treble betting will be refunded.

## **11.12 First4 Betting**

### **11.12.1 Interpretation**

In Rule 11.12, unless the context otherwise requires:-

“**First4**” is a bet type where the Investor endeavours to select the First Four Placings in the correct order in a Race as designated by the Board.

**“First Four Placings”** means the Race Entrants determined as the “First Entrant”, “Second Entrant”, “Third Entrant” and “Fourth Entrant” respectively in accordance with the Official Result, provided that:

- (a) If the judge, stewards or judicial committee make an error regarding such determination and subsequently correct their error in accordance with the Rules of Racing, the First Four Placings shall be the Race Entrants which the judge, stewards or judicial committee, after correcting their error, determine to be the first four Entrants according to the Official Result;
- (b) The disqualification of any Race Entrants that have been placed among the first four Entrants shall not affect the determination of the First Four Placings for the purposes of First4 betting if the disqualification resulted from a protest lodged after the expiration of the period allowed by the Rules of Racing from lodging such protests;
- (c) Where a dead heat occurs, the First Four Placings shall be the first four Entrants across the finishing line in the order in which they are placed by the judge, stewards or judicial committee, except that –
  - (i) A dead heat between two or more Race Entrants may cause the number of Race Entrants eligible to fill the First Four Placings to be more than four; and
  - (ii) Where a dead heat occurs for a particular placing, all dead-heating Entrants shall be deemed to hold that placing and the immediate placing or placings below shall be skipped for the purpose of placing the other Entrants. For example, for a dead heat for second place the First Four Placings shall be as follows – “first”, “second”, “second”, “fourth”; and

- (d) If the judge, stewards or judicial committee are unable or fail to determine the First Four Placings, the Board may determine the First Four Placings.

**“Succeeding First4 Race”** means in relation to a First4 Race (“Initial First4 Race”):

- (a) The next First4 Race (if any) conducted at the same Meeting as the Initial First4 Race;

or if there is none

- (b) A Betting Pool on a Race at a Meeting selected by the Board, provided that Meeting is of the same racing code, Thoroughbred, Harness or Greyhound, as the Initial First4 Race.

#### **11.12.2 Race upon which the Board may conduct First4 betting**

First4 betting may be conducted on such Races as the Board may determine from time to time.

#### **11.12.3 Method of First4 betting**

A First4 bet is placed by the Investor selecting a Race Entrant or Entrants to finish in each of the first four places in a First4 Race.

#### **11.12.4 Dividend Pool**

Subject to Rule 11.12.5 relating to Dead Heats and Rule 11.12.8 relating to Termination, the Dividend Pool shall be distributed as follows:

- (a) The Dividend Pool shall be distributed equally amongst those units of betting that have selected the First Four Placings in the correct order in the First4 Race, provided that the sum of those winning units of betting is equal to or greater than the Dividend Unit.

- (b) Where the sum of winning units of betting is less than the Dividend Unit, the Dividend Pool will be declared as the Dividend and winning units of betting will receive their

proportional share of the Dividend Pool. The balance of the Dividend Pool will be carried forward and added to the Dividend Pool of the Succeeding First4 Race as determined by Board policy.

- (c) If no unit of betting has selected the First Four Placings in the correct order in a First4 Race, the Dividend Pool shall be carried forward and added to the Dividend Pool of the Succeeding First4 Race as determined by Board policy.
- (d) In circumstances where a Dividend Pool is terminating and there are no Winners, i.e. countback provisions have been exhausted and the Dividend Pool is distributed amongst all units of betting e.g. the winning Entrant is Any/Any/Any/Any, then the dividend may be less than the dividend unit.

#### **11.12.5 Dead Heats**

If a dead heat or dead heats occur in a First4 Race:

- (a) Units of betting entitled to a Dividend will be those which correctly selected all places from first to fourth not affected by the dead heat or dead heats and which also selected the Entrants involved in each dead heat in the placings affected by that dead heat. For example, if a dead heat occurs for second place, units of betting entitled to a Dividend will be those which selected first and fourth correctly and which also selected the Entrants involved in the dead heat in second and third places in either order; and
- (b) The Dividends will be calculated by firstly dividing the Dividend Pool into a number of parts corresponding to the number of combinations that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.12.5(a)

- (c) Each unbacked combination that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.12.5(a) will be carried forward to and added to the First4 Dividend Pool of the Succeeding First4 Race as determined by Board Policy.
- (d) Which results in there being more than twelve winning combinations in a First4, for the purpose of the declaration of dividends:
  - (i) All placings that result in there being more than twelve winning combinations in that First4 will not be taken into account; and
  - (ii) The Dividends will be calculated by firstly dividing the Dividend Pool into a number of parts corresponding to the number of combinations that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.12.5(a)
  - (iii) Each unbacked combination that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.12.5(a) will be carried forward to and added to the First4 Dividend Pool of the Succeeding First4 Race as determined by Board Policy.

#### **11.12.6 Scratchings**

Where a Race Entrant is Scratched from a First4 Race, the Board will refund all units of First4 betting placed on the Scratched Entrant.

#### **11.12.7 Abandonments**

Where a Race is abandoned all units of First4 betting on that Race will be refunded.



Any amount brought forward from any previous First4 shall be carried forward to the First4 Pool on the Succeeding First4 Race.

**11.12.8 Termination**

Subject to Rule 11.12.7 relating to Abandonment, the Board may terminate any Dividend Pool.

- (a) The Dividend Pool shall be distributed equally amongst those units of betting that have selected the First Four Placings in the First4 Race in correct order.
- (b) If there are no units of betting that have selected the First Four Placings in the First4 Race in correct order, the Dividend Pool shall be distributed equally amongst those units of betting in accordance with the following count-back system:

	1 <sup>st</sup> PLACE	2 <sup>nd</sup> PLACE	3 <sup>rd</sup> PLACE	4 <sup>th</sup> PLACE
(i)	CORRECT	CORRECT	CORRECT	ANY OTHER
(ii)	CORRECT	CORRECT	ANY OTHER	ANY OTHER
(iii)	CORRECT	ANY OTHER	ANY OTHER	ANY OTHER
(iv)	ANY	ANY OTHER	ANY OTHER	ANY OTHER

- (c) If there are no First4 Investments on the First4 Race the First4 will be Abandoned.

**11.12.9 Declaration of less than four placings**

- (a) If only three placings are declared:
  - (i) Any amount brought forward to that First4 Pool is transferred to the First4 Pool on the Succeeding First4 Race;
  - (ii) The remainder of the First4 Pool will be divided amongst the Investors on the correct combination of

the three placed Entrants with any other Entrant in the First4 Race;

- (b) If only two placings are declared:
  - (i) Any amount brought forward to that First4 Pool is transferred to the First4 Pool on the Succeeding First4 Race;
  - (ii) The remainder of the First4 Pool will be divided amongst the Investors on the correct combination of the two placed Entrants with any two Entrants in the Race;
- (c) If only a Winner is declared:
  - (i) Any amount brought forward to that First4 Pool is transferred to the First4 Pool on the Succeeding First4 Race; and
  - (ii) The remainder of the First4 Pool will be divided amongst the Investors on the correct combination of the Winner and any other three Entrants in the Race;

and the remainder of the First4 Dividend Pool will be transferred to the First4 Pool on the Succeeding First4 Race if these alternative combinations have also not been selected.

#### **11.12.10 Roving Banker First4**

Where an Investor nominates at least one Race Entrant as a Roving Banker, at least one Race Entrant as a Second Group, at least one Race Entrant as a Third Group, and at least one Race Entrant as a Fourth Group the Investor will have purchased First4 bets with:

- (a) The Roving Banker for first, the Second Group for second, the Third Group for third, and the Fourth Group for fourth;

- (b) The Second Group for first, the Roving Banker for second, the Third Group for third, and the Fourth Group for fourth;
- (c) The Second Group for first, the Third Group for second, the Roving Banker for third, and the Fourth Group for fourth;

## **11.13 Quaddie Betting**

### **11.13.1 Interpretation**

In Rule 11.13 unless the context otherwise requires:-

**“Quaddie”** is a bet type whereby the investor endeavours to select the Winner in each of the four Races as designated by the Board.

**“Succeeding Quaddie”** means in relation to a Quaddie (“initial Quaddie”) a Betting Pool on a Race at a Meeting selected by the Board, provided that Meeting is of the same racing code, Thoroughbred, Harness or Greyhound, as the Initial Quaddie.

**“Winner”** means the Race Entrant determined as the Winner according to the Official Result, provided that:

- (a) if the judge, stewards or judicial committee make an error regarding such determination and subsequently correct the error in accordance with the Rules of Racing, the Winner shall be the Race Entrant in respect of which the judge, stewards or judicial committee, after correcting their error, determine as the Winner according to the Official Result; and
- (b) the disqualification of the Race Entrant on which the Win Dividend has been paid shall not affect the Entrant’s status as Winner if the disqualification resulted from a protest lodged after the expiration of the period allowed by the Rules of Racing for the lodging of such protests.

**11.13.2 Races upon which the Board may conduct Quaddie betting**

Quaddie betting may be conducted on such Races as the Board may determine from time to time.

**11.13.3 Method of Quaddie betting**

A Quaddie bet is placed by the Investor selecting a Race Entrant or Entrants in each of the four Races of a Quaddie.

**11.13.4 Dividend Pool**

Subject to Rule 11.13.5 relating to Dead Heats and Rule 11.13.9 relating to Termination, the Dividend Pool shall be distributed as follows:

- (a) The Dividend Pool shall be distributed equally amongst those units of betting that have selected the Winner in each of the four Races of the Quaddie, provided that the sum of those winning units of betting is equal to or greater than the Dividend Unit.
- (b) Where the sum of winning units of betting is less than the Dividend Unit, the Dividend Pool will be declared as the Dividend and the winning units of betting will receive their proportional share of the Dividend Pool. The balance of the Dividend Pool will be carried forward and added to the Dividend Pool of the Succeeding Quaddie Race as determined by Board policy.
- (c) If no unit of betting has selected the Winners in all four Races of the Quaddie, the Dividend Pool shall be carried forward and added to the Dividend Pool of the Succeeding Quaddie Race as determined by Board policy.

- (d) In circumstances where the Dividend Pool is terminating and there are no Winners, i.e. countback provisions have been exhausted and the Dividend Pool is distributed amongst all units of betting then the dividend may be less than the dividend unit.

### **11.13.5 Dead Heats**

If a dead heat occurs in one or more Quaddie Races:

- (a) The Dividend will be calculated by firstly dividing the Dividend Pool into a number of parts corresponding to the number of combinations that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.3.4 and, secondly, dividing each part of the Dividend Pool by the number of actual bets which specified the respective combination.
- (b) Each unbacked combination that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.13.4 will be carried forward to and added to the Quaddie Dividend Pool of the Succeeding Quaddie Race as determined by Board Policy.
- (c) Which results in there being more than eight winning combinations in a Quaddie, for the purpose of the declaration of dividends:
  - (i) All placings that result in there being more than eight winning combinations in that Quaddie will not be taken into account; and
  - (ii) The Dividends will be calculated by firstly dividing the Dividend Pool into a number of parts corresponding to the number of combinations that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.13.4;

- (iii) Each unbacked combination that would entitle a unit of betting specifying one of those combinations to a Dividend under Rule 11.13.4 will be carried forward to and added to the Quaddie Pool of the Succeeding Quaddie Race as determined by Board Policy.

#### **11.13.6 Scratchings**

Where a Race Entrant is Scratched from any of the four Races of a Quaddie, the Board will substitute an alternative selection for that Entrant after the closing time for receipt of Quaddie bets.

#### **11.13.7 Refunds**

After the closing time for Quaddie Investments, no Investor shall obtain a refund except where all Races of the Quaddie have been abandoned, in accordance with Rule 11.13.8.

#### **11.13.8 Abandonments**

- (a) Where any Race in a Quaddie is abandoned, all Selections on that Race shall be deemed to be winners and the Dividend Pool will be divided on that basis.
- (b) Where all Races of a Quaddie are abandoned:
  - (i) all units of Quaddie betting will be refunded; and
  - (ii) any amount brought forward from any previous Quaddie shall be carried forward to the Quaddie Pool on the Succeeding Quaddie Race.

#### **11.13.9 Termination**

Subject to Rule 11.13.8 relating to Abandonments, the Board may terminate any Dividend Pool.

- (a) The Dividend Pool shall be distributed equally amongst those units of betting that have selected the Winner in each of the four Races.
- (b) If there are no units of betting that have selected the Winner in each of the four races of the Quaddie, the Dividend Pool shall be distributed equally amongst those units of betting in accordance with the following count-back system:

	1 <sup>st</sup> RACE	2 <sup>nd</sup> RACE	3 <sup>rd</sup> RACE	4 <sup>th</sup> RACE
(i)	WINNER	WINNER	WINNER	2 <sup>ND</sup> PLACE
(ii)	WINNER	WINNER	WINNER	3 <sup>RD</sup> PLACE
(iii)	WINNER	WINNER	WINNER	ANY
(iv)	WINNER	WINNER	2 <sup>ND</sup> PLACE	ANY
(v)	WINNER	WINNER	3 <sup>RD</sup> PLACE	ANY

- (c) If none of these alternative combinations have been selected, the Pool shall be distributed equally amongst those units of betting that have been placed on the Quaddie.
- (d) If there are no Quaddie Investments on the Quaddie, the Quaddie will be Abandoned.

## 11.14 Place6 Betting

### 11.14.1 Interpretation

In Rule 11.1, unless the context otherwise requires: -

**“Place6”** is a bet type whereby the Investor endeavours to select a Placed Entrant in each of the six Races as designated by the Board.

**“Dividend Bearing Places”** on a Race that is a leg of a Place6, means the number of parts that the Dividend Pool for Place Betting on that same Race, will be divided and is determined as follows:

- (a) Dividend Bearing Places will be zero if the number of Race Entrants in a race is four or fewer. In such cases all Entrants in the Race will be deemed to be Placed Entrants for purposes of Place6 betting.
- (b) Dividend Bearing Places will be two where the number of Starters is five, six or seven. In such cases the first and second Entrants will be Placed Entrants for the purposes of Place6 betting.

(c) Dividend Bearing Places will be three where the number of Starters is eight or more. In such cases the first, second and third Entrants will be Placed Entrants for the purposes of Place6 betting.

**“Placed Entrant”** means any of the Race Entrants determined as gaining a Dividend Bearing Place in accordance with Rule 11.6

**“Succeeding Place6”** means in relation to a Place6 (“initial Place6”) the next Place6 at a Race Meeting selected by the Board.

#### **11.14.2 Races upon which the Board may conduct Place6 betting**

Place6 betting may be conducted on such Races as the Board may determine from time to time.

#### **11.14.3 Method of Place6 betting**

A Place6 bet is placed by the Investor selecting a Race Entrant or Entrants in each of the six Races of a Place6.

#### **11.14.4 Dividend Pool**

The Dividend Pool shall be distributed as follows:

(a) The Dividend Pool shall be distributed equally amongst those units of betting that have selected a Placed Entrant in each of the six Races of a Place6, provided that the sum of those winning units of betting is equal to or greater than the Dividend Unit.

(b) Where the sum of winning units of betting is less than the Dividend Unit, the Dividend Pool will be declared as the Dividend, and winning units of betting will receive their proportional share of the Dividend Pool. The balance of the Dividend Pool shall be carried forward and added to the Dividend Pool of the Succeeding Place6 as determined by Board policy.

(c) If no units of betting have selected a Placed Entrant in each of the six Races of a Place6, the Dividend Pool shall be carried forward and added to the Dividend Pool of the Succeeding Place6 as determined by Board policy.

#### **11.14.5 Dead Heats**

In the event of a dead heat for a Place in any of the Races of a Place6, all such dead-heating Race Entrants shall be deemed to be a Placed Entrant for the purpose of calculating the Dividend in accordance with Rules 11.1.4.

#### **11.14.6 Scratchings**



Where a Race Entrant is Scratched from any of the six Races of a Place6, the Board will substitute an alternative selection for that Entrant after the closing time for receipt of Place6 bets.

#### **11.14.7 Refunds**

After the closing time for Place6 Investments, no Investor shall obtain a Refund except where four or more of the Place6 Races have been abandoned, in accordance with Rule 11.1.11(d).

#### **11.14.8 Abandonment of Races**

(a) Where any one of the Races of a Place6 is abandoned:

(i) The Dividend Pool shall be distributed equally amongst those units of betting that have selected a Placed Entrant in each of the other five Races of the Place6 and any Race Entrant in the abandoned Race.

(b) Where any two of the Races of a Place6 are abandoned:

(i) The Dividend Pool shall be distributed equally amongst those units of betting that have selected a Placed Entrant in each of the other four Races of the Place6 and any Race Entrant in the two abandoned Races.

(c) Where any three of the Races of a Place6 are abandoned:

(i) The Dividend Pool shall be distributed equally amongst those units of betting that have selected a Placed Entrant in each of the other three Races of the Place6 and any Race Entrant in the three abandoned Races.

(d) Where any four or any five or all six of the Races of a Place6 are abandoned:

(i) Place6 investments will be refunded

(ii) The amount brought forward from any previous Place6 shall be carried forward and added to the Dividend Pool of the Succeeding Place6 as determined by Board policy.

# 12 CONDITIONS APPLICABLE TO FIXED ODDS RACE BETTING

## 12.1 Purpose of Rules

The purpose of Rule 12 is to establish the conditions of Fixed Odds Race Betting under which Investors may bet on the result of Fixed Odds Race Betting and for which result the Board has determined the Odds. Rule 12 is to be read subject to any specific provisions in Rule 16 CONDITIONS APPLICABLE TO MULTI BETTING.

## 12.2 Interpretation

In Rule 12, unless the context otherwise requires: –

**“All-In”** betting means that a Refund is not given for any Race Entrant who is Scratched from a Race after betting on that Race has commenced.

**“Deduction Formula”** means the formula used to calculate the Final Field deduction. See APPENDIX 4.

**“Driver”** means a person who holds a valid Horseman’s Licence under the Rules of Racing.

**“Driver/Jockey Challenge”** has the meaning set out in Rule 12.15(a).

**“Final Field Betting”** the Board will operate Final Field Fixed Odds Race Betting when the betting option concerned is first made available after final acceptances have been declared for the Race concerned.

**“Final Field Deduction”** means the whole number percentage obtained by truncating any fractional part from the application of the Deduction Formula, provided the Win Odds are less than or equal to the Maximum Deduction Odds. See APPENDIX 4.

**“Fixed Odds Race Bet”** is a bet type whereby the Investor bets on the result of an authorised Race and for which the Board has determined the Odds and includes both Futures Fixed Odds Race Betting and Final Field Betting, Driver/Jockey Challenge Betting, Head to Head Betting, Group Betting, Odds v Evens Box Numbers betting and special options that the Board may offer from time to time.

**“Fixed Odds Race Betting”** has a corresponding meaning.

**“Futures Fixed Odds Race Betting”** the Board will operate Futures Fixed Odds Race Betting when the betting option concerned is first made available before final acceptances have been declared for the Race concerned.

**“Group Betting”** means a Fixed Odds Race Betting option involving a finite number of Race Entrants selected by the Board from either a Race, or any combination of Races, at a Race Meeting as determined by the Board.

**“Jockey”** means a person holding a valid Jockey’s Licence under the Rules of Racing, and includes an Apprentice Jockey.

**“Lay Off”** means to place all or part of a fixed odds bet accepted by the Board on another betting system.

**“Maximum Deduction Odds”** means the maximum Win Odds for a Scratched Race Entrant which would result in a deduction on Final Field bets on all other Race Entrants. See APPENDIX 4.

**“Minimum Odds”** means the minimum Odds value as determined by the Board. See APPENDIX 1.

**“Named Driver/Jockey”** means a driver or Jockey in the Driver/Jockey Challenge that is specified on a list of Drivers/Jockeys and their opening prices prepared by NZ Racing Board. The ‘any other’ price option on the list is not a Named Driver/Jockey.

**“Race”** in relation to a Driver/Jockey Challenge means a galloping Race or harness Race on which totalisator betting is conducted by the NZ Racing Board.

**“Racing Carnival”** means a series of Races and/or Race Meetings for a Driver/Jockey Challenge as approved and notified by the NZ Racing Board.

**“Return Bearing Placings (RBPs)”** Like Dividend Bearing Placings for totalisator betting, RBPs are the number of Placings in an option that Returns will be paid on.

Final Field Win betting has one RBP

Final Field Place betting has two RBPs if there are five, six or seven non scratched Race Entrants at the time that the Final Field Place betting option is opened for betting.

Final Field Place betting has three RBPs if there are eight or more non scratched Race Entrants at the time that the Final Field Place betting option is opened for betting.

Final Field Top Four betting has four RBPs.

**“Void”** refers to a situation where a Race Entrant does not take part in a Race in which case bets on such Race Entrants are declared Void and Investments are refunded.

### **12.3 Acceptance of Fixed Odds Race Bets**

- (a) The acceptance by the Board of a bet in respect of any result at particular Odds shall not require the Board to accept any other bet upon the same result at similar Odds.

- (b) The Board reserves the right to suspend betting on any Final Field or Futures Fixed Odds Race Betting Option or Selection at any time without notice.
- (c) The Board may refuse to accept any bet or part thereof without stating reasons.
- (d) It is the responsibility of the Investor to ensure details of their bets are correct.
- (e) If, for any reason, a bet is accepted by the Board and at the time the bet was placed, the event was resolved or at a stage where the Investor could have had an indication of the outcome, those bets may be declared void and refunded regardless of whether or not the Investor had knowledge of the result.

## **12.4 Returns**

- (a) Returns will be paid to units of betting which have selected a Winning Selection in a Race, or combination of Races.
- (b) Subject to Rule 12.7 bets which have not selected a Winning Selection shall be retained by the Board.
- (c) All Returns will be rounded in accordance with APPENDIX 1 where applicable.
- (d) The Board may set and vary Odds for any Race or combination of Races on which Final Field and/or Futures Fixed Odds Race Betting will be conducted.
- (e) The Odds for a Final Field or Futures Fixed Odds Race bet will be determined at the time the bet is accepted.
- (f) The Return for Final Field and Futures Fixed Odds Race bets may be altered in the event of a dead heat under Rule 12.13

Dead Heats. In such circumstances the Return may be less than the amount of Investment.

- (g) The Return for a Final Field Fixed Odds Race bet may be altered if a Race Entrant withdraws from a Race. See Rule 12.7 Final Field Betting Deductions.

## **12.5 Limitation on maximum Return**

There is a limit on the maximum amount that can be won by one Investor on Fixed Odds Race Bets, Multi and Boxed Multi bets. The current maximums are detailed in APPENDIX 1. These limits will apply to any one Investor in any one day's business, and where there is a mix of products the lowest limit will apply. These limits will be applied even if the bet is struck and the calculated theoretical Return exceeds the maximum.

Should the Board have reason to believe that a number of bets have been placed by one Investor, or group of Investors acting together, backing the same combination of selections even if it is done in a series of bets, at a range of prices, over a number of days using different Betting Accounts or betting channels the total Return for all those bets combined will be limited to one single maximum Return.

## **12.6 Circumstances in which the Board may Lay Off bets**

The Board may Lay Off bets for the purpose of limiting the Board's financial exposure on any particular Race or Races.

## **12.7 Final Field Betting Deductions**

### **12.7.1 Deductions**

Where the Return for a Final Field Fixed Odds Race bet is altered under Rule 12.7.1(c), –

- (a) The Returns on all Final Field Bets placed on other Race Entrants in that Race prior to the Scratching or Scratchings, shall be reduced by a percentage equal to the Final Field deduction calculated for the Scratching or

Scratchings, provided that no deduction will apply if the Odds for a Scratching are more than the Maximum Deduction Odds; and

- (b) No Odds shall be less than the designated Minimum Odds (except in the case of a dead heat under Rule 12.13 Dead Heats); and
- (c) Final Field Betting on the Scratched Race Entrant shall be refunded in full.

#### **12.7.2 Scratchings**

Where two or more Race Entrants are Scratched the relevant Final Field deduction on bets placed before those Scratchings shall be calculated by applying all deductions. The Final Field deduction on bets placed after any Scratching shall be calculated by applying only the subsequent deductions.

### **12.8 Cancellation of Bets**

Final Field and Futures Fixed Odds bets cannot be cancelled except:

- (a) in circumstances where an error is detected within 60 seconds of the bet being placed; or
- (b) at the discretion of the Board.

### **12.9 Venue/Distance Changes**

- (a) If the venue is changed for a Race on which Fixed Odds Race Betting is operating, all bets placed up until the time of the change will be refunded and if time permits, new Options will be opened.
- (b) When the distance for a Race on which Fixed Odds betting is operating is changed, the following will apply:

- (i) If the distance is altered by five percent or more of the originally scheduled distance of the Race, all bets will be declared void and refunded.
- (ii) If the distance is altered by less than five percent of the originally scheduled Race distance, all bets will stand and betting will continue.

### **12.10 Provision of Details for Futures Race Betting**

- (a) Subject to 12.10(b), Futures Fixed Odds Race Betting is “All-In”.
- (b) The Board will use reasonable endeavours to acquaint itself with details of any Scratchings in respect of a particular Race. In any case where the Board was aware or ought to have been aware of a Scratching and continues to accept bets in respect of a result directly relating to that Race Entrant, the Board may in its discretion refund the amount of such bet upon which it shall have no further liability.

### **12.11 Postponements**

The Board may allow a period of up to and including three days for a postponed Race to be conducted, before deeming the event to be abandoned.

### **12.12 Abandonments**

Final Field and Futures Fixed Odds Race Bets will be refunded in full if the Race in question is abandoned.

### **12.13 Dead Heats**

- (a) Subject to Rule 12.13(b), in the event of a dead heat between any of the Entrants in a Race on which Final Field and/or Futures Fixed Odds Race Bets have been placed, the amount to be paid to successful bets in respect of such Entrants shall be the Return multiplied by the number of Return Bearing Positions



involved in the deadheat divided by the number of Race Entrants involved in the deadheat.

Example: If there is a deadheat for third in a race with three RBPs, then returns on the deadheaters will be multiplied by  $\frac{1}{2}$  (1 Return Bearing Position [3<sup>rd</sup>] / 2 Race Entrants)

If there is a triple deadheat for second in a race with three RBPs then returns on the deadheaters will be multiplied by  $\frac{2}{3}$  (2 Return Bearing Positions [2<sup>nd</sup> & 3<sup>rd</sup>] / 3 Race Entrants)

- (b) Where the Board has offered as a separate selection a dead heat between any of the entrants in a Race on which Final Field and/or Futures Fixed Odds Race Bets have been placed, such a dead heat shall be declared the Winning Selection.

## **12.14 Appeals**

Where Final Field and/or Futures Fixed Odds Race Betting is conducted on any Race and an appeal is lodged in accordance with the Rules of Racing, the Board may declare the result for the purposes of these Rules by reference to the result declared on Race day, irrespective of the outcome of the appeal. The result for Fixed Odds Race betting shall correspond with the result declared for totalisator betting.

## **12.15 Driver/Jockey Challenge**

- (a) Driver/Jockey Challenge is betting on a Driver/Jockey achieving the highest aggregate points scored in accordance with these rules for achieving a place in Races conducted at a particular Race Meeting or over a Racing Carnival.
- (b) Prior to commencement of betting on a Driver/Jockey Challenge, NZ Racing Board will prepare a list of Drivers/Jockeys and opening prices. The list may include an 'any other' price option to cover any Driver/Jockey who is not included in the original list as a Named Driver/Jockey. At all

times the 'any other' option shall be treated as one entity.

- (c) The Board may set and vary Odds for any Driver/Jockey Challenge which is being conducted.
- (d) The Odds for a Driver/Jockey Challenge bet will be determined at the time the bet is accepted.
- (e) In the event of a Race Meeting being abandoned, moved to another venue or postponed all bets are void and moneys are to be Refunded except as provided by 12.15(f) and 12.15(g)
- (f) In the event of a Race Meeting not being completed as originally programmed all bets shall be deemed void and moneys are to be Refunded, except when more than half of the scheduled Races are run at which time the leading Driver/Jockey will be determined the winner.
- (g) In the case of Driver/Jockey Challenge betting on a Racing Carnival should any of the originally programmed carnival Race Meetings not be completed in their entirety, all bets shall be deemed void and moneys are to be Refunded, except when more than half of the originally programmed scheduled Races of the Racing Carnival are run at which time the leading Driver/Jockey will be determined the winner.
- (h) No points shall be allocated in relation to a Race scheduled to be conducted at a Race Meeting if that Race is postponed to another Race Meeting, abandoned or declared a no Race by the Stewards on the day of the Race Meeting.
- (i) If the NZ Racing Board is advised by the Stipendiary Stewards that a Named Driver/Jockey, for any reason, fulfils none of their driving/riding engagements in the nominated Races in a Race Meeting, and, at the time of announcement by the racing club and/or NZ Racing Board of the same, the Odds set by NZ

Racing Board in respect of the Named Driver/Jockey is equal to or less than \$5.00, then at the NZ Racing Board's discretion, all Driver/Jockey Challenge bets shall be deemed void and moneys will be Refunded.

- (j) If the NZ Racing Board is advised by the Stipendiary Stewards that a Named Driver/Jockey, for any reason, fulfils none of their driving/riding engagements in the nominated Races in a Race Meeting, and, at the time of announcement by the racing club and/or NZ Racing Board of the same, the Odds set by NZ Racing Board in respect of the Named Driver/Jockey is greater than \$5.00, then at the NZ Racing Board's discretion, all Driver/Jockey Challenge bets shall stand and be unaffected.
- (k) If the NZ Racing Board is advised by the Stipendiary Stewards that two or more Named Driver/Jockeys, for any reason, fulfil none of their driving/riding engagements in the nominated Races in a Race Meeting, all Driver/Jockey Challenge bets relating to that Race Meeting shall be deemed void and moneys will be Refunded.
- (l) If, under Rule 12.15(k) all bets are Refunded, then the NZ Racing Board, at its sole discretion may establish another Driver/Jockey Challenge on that Race Meeting.
- (m) The winner will be the Driver/Jockey who has the most points accumulated at the end of the competition. Points will be accrued per Race and calculated as follows:
- 3 points for a winning drive/ride as advised on the Order for Payment
  - 2 points for a second placed drive/ride as advised on the Order for Payment
  - 1 point for a third placed drive/ride as advised on the Order for Payment

Points will only be allocated to the Driver(s)/Jockey(s) who actually drive/ride the winning or placed horse(s) in a Race. Points will not be allocated to any Driver/Jockey who may have been engaged to drive/ride a horse but was subsequently replaced by permission or direction of the Stewards.

Subject to Rules 12.15(i), 12.15(j) and 12.15(k) there will be no Refunds of bets should a Driver/Jockey be replaced by another Driver/Jockey.

- (n) In the event of a dead heat for any or all of the placings, Driver/Jockey points will be allocated on a proportionate fractional basis i.e.

<b>Dead Heat for a Win</b>	<b>Dead Heat for Second</b>	<b>Dead Heat for Third</b>
Points	Points	Points
1 <sup>st</sup> – 2.5, 2.5 2 <sup>nd</sup> – 0 3 <sup>rd</sup> – 1	1 <sup>st</sup> – 3 2 <sup>nd</sup> – 1.5, 1.5 3 <sup>rd</sup> – 0	1 <sup>st</sup> – 3 2 <sup>nd</sup> – 2 3 <sup>rd</sup> 0.5, 0.5

In the event of a triple dead heat for any or all of the placings, points will be allocated on a proportionate fractional basis i.e.

<b>Triple Dead Heat for Win</b>	<b>Triple Dead Heat for Second</b>	<b>Triple Dead Heat for Third</b>
Points	Points	Points
1 <sup>st</sup> – 2, 2, 2 2 <sup>nd</sup> – 0 3 <sup>rd</sup> – 0	1 <sup>st</sup> – 3 2 <sup>nd</sup> – 1, 1, 1 3 <sup>rd</sup> – 0	1 <sup>st</sup> – 3 2 <sup>nd</sup> – 2 3 <sup>rd</sup> – 0.3, 0.3, 0.3

- (o) In the event of two or more Drivers/Jockeys being tied on the same number of points at the completion of the competition all successful bets will be paid according to Rule 14.13 Dead Heats.

- (p) Allocated bets will not be subject to change in the case of any future disqualification.
- (q) Bets will be accepted up until the start time or closing time of the first Race in the Driver/Jockey Challenge.
- (r) In some instances betting will continue during the course of the Driver/Jockey Challenge. In such instances the Driver/Jockey Challenge shall be labelled "Live Betting".
- (s) Any matter in respect to a Driver/Jockey Challenge at a Race Meeting or a Racing Carnival not provided for in these Rules shall be determined by the New Zealand Racing Board.

### **12.16 Head to Head Betting**

- (a) Head to head Race betting is offered on all three racing Codes.
- (b) Odds are quoted on two Race Entrants in the same Race. The Winning Selection is the Race Entrant with the better finishing position.
- (c) If one or both of the Race Entrants do not start in the Race, all bets will be declared Void.
- (d) Bets will be declared Void if both Race Entrants fail to complete the Race.
- (e) Rule 12.13 Dead Heats applies.

### **12.17 Group Betting**

- (a) Group Betting is offered on all three racing Codes
- (b) From time to time Group Betting will be offered on a group of Race Entrants. This group may be Race Entrants trained by the same

trainer or sired by the same sire, or can be any other grouping determined by the Board from time to time and explained at the time the Group Betting option is opened.

- (c) The Winning Selection will be the Race Entrant in the group with the best finishing position.
- (d) If any of the Race Entrants named in the group do not start in the Race, all bets will be declared Void
- (e) Bets will be declared Void if all Race Entrants named in the group fail to complete the Race.
- (f) Rule 12.13 Dead Heats applies.

## **12.18 Greyhound Racing Specific Rules**

### **12.18.1 Odds v Evens Box Numbers**

- (a) Odds v Evens Box Numbers betting is only offered on greyhound Races.
- (b) The Odds v Evens Box Numbers option groups the even numbered box numbers against the odd numbered box numbers in a Race.
- (c) The Winning Selection will be either Odds or Evens, determined by the box the winning greyhound Race Entrant runs from.
- (d) In the event that, for any reason, including where a reserve greyhound runs in the Race, a greyhound's rug number and box number are not the same, the Board will pay out on the Winning Selection determined by the box number of the winning greyhound, regardless of the greyhound's rug number. For example, if the greyhound reserve's rug number is 9 and the box number is 2, the option is paid on the evens box number.
- (e) If there are any Late Scratchings in the Race all bets are Void.

(f) Rule 12.13 Dead Heats applies.

### **12.18.2 Greyhound Box Challenge**

(a) A Box Challenge will be available on selected greyhound meetings.

(b) The most Box wins at this selected meeting will determine the Box Challenge winner. If two or more boxes record the same number of wins, dead heat rules apply.

(c) The 'Box' is defined as the greyhound Box Number from which the greyhound jumps in the race. Rug numbers have no significance in the Box Challenge. Where a reserve greyhound gains a start, the Box Number it jumps from will be its sole determining factor in the 'Box Challenge'.

(d) All Box Challenge bets are accepted on an all-in basis up to the start of the first race. There will be no refunds for vacant boxes. There will be no refunds for late scratchings.

(e) If a race(s) is declared a no-race(s), no wins will be awarded for that race(s) and bets will still stand on the Box Challenge without this race(s).

(f) In the event of a race meeting being moved to another venue or postponed before a Box Challenge race is run, all bets are void and stakes are to be refunded.

(g) In the event a race meeting has already started and is not completed as originally programmed, all Box Challenge bets shall be refunded, except when more than half of the scheduled races are run at which time the leading 'Box(s)' will be determined the winner(s).

(h) If a race finishes as a dead heat, each box will receive a 'half-win', likewise if it is a three-way dead heat, each box will receive a 'one-third win' and so on.

### **12.19 Winning Margin Betting**

- (a) Margin betting will be available on selected races and is paid on the official margin (winning distance) between the 1st and 2nd horses as declared by the Judge.
- (b) Margins results are settled on a first past the post basis. Any subsequent changes in 1st and/or 2nd placings, have no bearing on official margins and are ignored for settlement purposes.
- (c) A race must have at least two starters, otherwise the Option will be abandoned and all bets refunded. In the event of only one Race Entrant finishing a race, the highest margin selection will be deemed the winner. Where no official result is declared (no finishers or a no-race) the Option will be abandoned and all bets refunded.
- (d) No changes to margins at a later date will change the winning margin selection that has already been paid.

### **12.20 Favourites Challenge**

Odds will be offered on how many races, at a particular meeting, will be cumulatively won by the Favourite in each race. The Favourite in each race will be unique, and will be the runner declared as the "Sub" for Totalisator betting on the New Zealand TAB after each race is paid. If a Favourite Dead-Heats for 1st, it will be counted as half a win. Unless the result has already been determined – i.e. the highest number of Favourites selection has already been attained, if the meeting is abandoned at any point, then the option will be abandoned and all bets refunded.



## **12.21 Group versus Group Betting**

(a) Odds will be offered on two or more Groups of two or more runners within one race.

Examples:

Fancies vs The Rest. (two favoured runners versus the balance of the field)

Fillies and Mares vs Colts, Geldings and Entires.

Location of Winning Trainer (North Island, South Island, Australia)

(b) Group versus Group betting will only be offered on Races where Final Field Win betting is also offered. The scratching from any Group, of any Race Entrant paying less than \$10 on the Final Field Win Option at the time of scratching will cause the Group versus Group Option to be abandoned and all bets Refunded. All Group versus Group Bets will stand if such a scratching is paying \$10 or more on the Final field Win Option.

(c) Where the entire race field is included within the Groups, the winning Group will be the one that includes the Winner. Dead Heat Rules apply.

(d) Where the entire field is not included within the Groups, the winning Group will be the one that includes the highest placed entrant from all of the Groups. Dead Heat Rules apply.

## **12.22 Jockey, Driver or Trainer Premierships**

Select the jockey/driver or trainer to record the most official wins in the selected official Premiership. Dead-Heat rules apply. Bets are accepted on an all-in basis, all bets stand whether there are injuries to jockeys/drivers or trainers or whether jockeys/drivers/trainers leave the country during the premiership period.

## **12.23 Jockey/Driver Head to Heads**

Points are awarded for each jockey's/driver's runners when they are placed and the most points will determine the jockey's/driver's head to head winner. Points will be allocated as per Jockey Challenge rules

(12.15) 3 points are awarded for first, 2 points for second and 1 point for third. If two or more jockeys/drivers finish on the same number of points, Dead-Heat rules apply. Bets are accepted on an all-in basis. If a jockey/driver is forced to stand down for the day because of injury or illness or has transport difficulties and arrives late, all bets stand. If a named jockey/driver does not ride/drive in at least one race, all stakes will be refunded.

#### **12.24 Winning Race Time- "Stop The Clock"**

Betting on the winning race time will be available on selected races. The winning race time will be the race time recorded (whether it be recorded electronically or hand-held) that is declared in the official result. If no official race time can be declared after the race, the option will be abandoned and all bets refunded.

#### **12.25 Special Options**

From time to time the Board may offer special options on Fixed Odds Race Betting. The applicable condition relating to that special option will be displayed in the option notation on the Board's website at the time of offering the market.

Should any eventuality occur not covered by the condition relating to the special option then the Board will look for suitable parallels within the Betting Rules as an aid to bet Settlement.

#### **12.26 Decisions of the Board are Final**

All decisions of the Board concerning Fixed Odds Race Betting, including the declaration and payment of Returns and the interpretation of these Rules, shall be final and binding upon all Investors and upon every person making a claim under these Rules.

## 13 CONDITIONS APPLICABLE TO TOTALISATOR SPORTS BET TYPES

### 13.1 Authorised Events on which bets will be accepted

The Board may conduct Totalisator Sports Betting on any Authorised Event or Authorised Events, whether held in New Zealand or outside New Zealand, or on any contingency arising from a sequence of Authorised Events or a sequence of such Authorised Events, whether held in New Zealand or outside New Zealand or both.

### 13.2 Pick The Score

#### 13.2.1 Interpretation

In Rule 13.2, unless the context otherwise requires: –

**“Dividend Pool”** means the sum of money placed as bets on a specific pool, less Refunds and deductions. See APPENDIX 1.

**“Minimum Unit”** means the minimum unit of Investment as determined by the Board. See APPENDIX 1.

**“Normal Time”** For Authorised Events that are not abandoned or forfeited, is the first point in time that the Authorised Event would cease if the scores were not tied. Normal time can also be variously indicated in ways such as ‘80 minutes’ ,‘90 minutes’ or ‘4 quarters’ or any other way, and is the standard match time plus added (or referee’s) time for stoppages and injury. Normal time does not include any form of extra time.

**“Pick the Score”** is a bet type whereby the Investor endeavours to select the final score for designated competitors in an Authorised Event upon which the Board is conducting sports betting.

**“Winning Selection”** means the score for both competitors in an Authorised Event as determined by the Board in accordance with these Rules.

**13.2.2 Authorised Events upon which the Board may conduct Pick the Score Betting**

Pick the Score betting may be conducted on such Authorised Events as the Board may determine from time to time.

**13.2.3 Method of Pick the Score Betting**

A Pick the Score bet is placed by the Investor selecting scores for designated competitors in an Authorised Event.

**13.2.4 Unit of Investment**

The unit of Investment is the Minimum Unit or a multiple thereof.

**13.2.5 Dividend Unit**

Subject to Rule 4.10, Dividends declared will be based on a unit of Investment determined by the Board. See APPENDIX 1.

In circumstances where a Dividend Pool is to be paid out and there are no winners, i.e. countback provisions have been exhausted and the Dividend Pool is distributed amongst all units of betting egg the Winning Selection is Any/Any, then the Dividend will be less than the Dividend Unit.

**13.2.6 Provision of Details**

The first listed team is the home team for an event on which Pick the Score betting is operated on by the Board. In certain situations, where a neutral venue may be used, the Board reserves the right to designate a home team.

If the home and away teams are incorrectly listed, any betting to that point will be declared void and bets refunded.

**13.2.7 Payment of Dividends**

(a) Subject to the provisions of these Rules, the Dividend Pool shall be divided among units of betting selecting the Winning Selection in the designated match.

- (b) In the event of no Investor selecting the correct score, and the match not being drawn for Pick The Score, the Dividend Pool shall be divided equally among units of betting in accordance with the following count-back system: (Note the example where Team A beats Team B 41 – 27, Team A score listed first) –

	Winning Team's Score	Losing Team's Score	eg Final Score 41 - 27
(i)	Correct	Plus or minus 1	41 - 28, 41 - 26
(ii)	Plus or minus 1	Correct	42 - 27, 40 - 27
(iii)	Plus or minus 1	Plus or minus 1	42 - 28, 42 - 26, 40 - 28, 40 - 26
(iv)	Correct	Plus or minus 2	41 - 29, 41 - 25
(v)	Plus or minus 2	Correct	43 - 27, 39 - 27
(vi)	Plus or minus 1	Plus or minus 2	42 - 29, 42 - 25, 40 - 29, 40 - 25
(vii)	Plus or minus 2	Plus or minus 1	43 - 28, 43 - 26, 39 - 28, 39 - 26
(viii)	Plus or minus 2	Plus or minus 2	43 - 29, 43 - 25, 39 - 29, 39 - 25
(ix)	Correct	Plus or minus 3	41 - 30, 41 - 24
(x)	Plus or minus 3	Correct	44 - 27, 38 - 27
(xi)	Plus or minus 1	Plus or minus 3	42 - 30, 42 - 24, 40 - 30, 40 - 24
(xii)	Plus or minus 2	Plus or minus 3	43 - 30, 43 - 24, 39 - 30, 39 - 24
(xiii)	Plus or minus 3	Plus or minus 1	44 - 28, 44 - 26, 38 - 28, 38 - 26
(xiv)	Plus or minus 3	Plus or minus 2	44 - 29, 44 - 25, 38 - 29, 38 - 25
(xv)	Plus or minus 3	Plus or minus 3	44 - 30, 44 - 24, 38 - 30, 38 - 24
(xvi)	Correct	Any score	41 - Any
(xvii)	Any score	Correct	Any - 27
(xviii)	Any score	Any score	Any - Any

- (c) In the event of no Investor selecting the final score, and the match being drawn for Pick The Score, the following count-back system shall apply:

		Home Team's Score	Away Team's Score	eg Final Score 32 - 32
(i)	Drawn score	Plus or minus 1	Plus or minus 1	33 - 33, 31 - 31
(ii)	Drawn score	Plus or minus 2	Plus or minus 2	34 - 34, 30 - 30
(iii)	Drawn score	Plus or minus 3	Plus or minus 3	35 - 35, 29 - 29
(iv)		Correct	Plus or minus 1	32 - 33, 32 - 31
(v)		Plus or minus 1	Correct	33 - 32, 31 - 32
(vi)	Not a drawn score	Plus or minus 1	Plus or minus 1	33 - 31, 31 - 33
(vii)		Correct	Plus or minus 2	32 - 34, 32 - 30
(viii)		Plus or minus 2	Correct	34 - 32, 30 - 32
(ix)		Plus or minus 1	Plus or minus 2	33 - 34, 33 - 30, 31 - 34, 31 - 30
(x)		Plus or minus 2	Plus or minus 1	30 - 33, 30 - 31, 34 - 33, 34 - 31
(xi)	Not a drawn score	Plus or minus 2	Plus or minus 2	34 - 30, 30 - 34
(xii)		Correct	Plus or minus 3	32 - 35, 32 - 29
(xiii)		Plus or minus 3	Correct	35 - 32, 29 - 32
(xiv)		Plus or minus 1	Plus or minus 3	33 - 35, 33 - 29, 31 - 35, 31 - 29
(xv)		Plus or minus 2	Plus or minus 3	34 - 35, 34 - 29, 30 - 35, 30 - 29
(xvi)		Plus or minus 3	Plus or minus 1	35 - 33, 35 - 31, 29 - 33, 29 - 31
(xvii)		Plus or minus 3	Plus or minus 2	35 - 34, 35 - 30, 29 - 34, 29 - 30
(xviii)	Not a drawn score	Plus or minus 3	Plus or minus 3	35 - 29, 29 - 35
(xix)		Correct	Any score	32 - Any
(xx)		Any score	Correct	Any - 32
(xxi)		Any score	Any score	Any - Any

### 13.2.8 Authorised Events Forfeited

In the case of a team forfeiting an Authorised Event after the start of play, all Pick the Score bets will be refunded.

### 13.2.9 Postponement, Cancellation or Abandonment of Authorised Event

At its absolute discretion, the Board may allow a period of up to and including three days for an Authorised Event to be conducted and included in a Pick the Score game before deeming the event to be abandoned.

If an Authorised Event is abandoned or cancelled prior to its commencement, or subsequently abandoned, the Board shall refund all bets on that event which have not declared a result.

### 13.2.10 Extra Time Provisions

The Board shall only take into account points scored during Normal Time for the purposes of determining the score in an Authorised Event for Pick the Score, unless specifically mentioned in the option description.

## 13.3 Sports Pools

### 13.3.1 Interpretation

In Rule 13.3, unless the context otherwise requires:

**“Amount Brought Forward”** means the amount of the First Division Pool from the previous Sports Pools Option in that Competition carrying forward to the present Sports Pools Option in that Competition.

**“Authorised Events”** means sporting events the Board includes in a Sports Pools Option under the Board’s agreements with various sporting bodies.

**“Competition”** means the series of Games designated by the Board as a Competition for the purposes of present and future Options of Sports Pools. Eg Rugby/Rugby League, Soccer.

**“Dividend Pool”** means the sum of money placed as bets on a Sports Pools Option less refunds and deductions. See APPENDIX 1.

**“First Concession Dividend”** means the Dividend declared for Investments designated to win the First Concession in a Sports Pools Option.

**“First Concession Pool”** means 15% of the Dividend Pool.

**“First Division Dividend”** means the Dividend declared for Investments designated to win the First Division in a Sports Pools Option.

**“First Division Pool”** means 65% of the Dividend Pool, together with:

- (a) any previous First Division Pool which may have been carried forward in accordance with Rule 13.3.6 Amount Brought Forward; and
- (b) any part or all of the Prize Reserve Pool which may have been added to the First Division Pool under Rule 13.3.7 Prize Reserve Pool.

**“Minimum Unit”** means the minimum unit of Investment as determined by the Board. See APPENDIX 1.

**“Normal Time”** is the first point in time that the Authorised Event would cease if the scores were not tied. Normal time can also be variously indicated in ways such as ‘80 minutes’ ,’90 minutes’ or ‘4 quarters’ or any other way, and is the standard match time plus added (or referee’s) time for stoppages and injury. Normal time does not include any form of extra time.

**“Option”** means a schedule of Authorised Events designated by the Board to form a component part of a Sports Pools Option.

**“Prize Reserve Pool”** means 5% of the Dividend Pool.

**“Second Concession Dividend”** means the Dividend declared for Investments designated to win the Second Concession in a Sports Pools Game.

**“Second Concession Pool”** means 15% of the Dividend Pool.

**“Sports Pools”** shall consist of a schedule of Authorised Events in which a number of different possible margins between the teams in each Authorised Event are offered.

**“Winning Margin”** means the winning team and margin, or draw, as determined by the Board in an Authorised Event.



**13.3.2 Object of the Game**

The object of Sports Pools is to select the Winning Margin in all Authorised Events included in the Option.

**13.3.3 Unit of Investment**

The unit of investment for a Sports Pools Option is the Minimum Unit or a multiple thereof.

**13.3.4 Selection of Authorised Events**

Betting on a Sports Pools Option may be conducted on such Authorised Events as the Board determines from time to time. These Authorised Events may be all from one sporting code or a mixture from more than one sporting code as the Board sees fit.

At any time, the Board may have Options on one or more Competitions of Sports Pools available for sale.

**13.3.5 Provision of Details**

The first listed team is the home team for an event on which Sports Pools betting is operated on by the Board. In certain situations, where a neutral venue may be used, the Board reserves the right to designate a home team.

If the home and away teams are incorrectly listed, any betting to that point will be declared void and bets refunded.

**13.3.6 Amount Brought Forward**

In the event of no Investor selecting the Winning Margin in all Authorised Events of a Sports Pools Option, the First Division Pool shall continue to carry forward to the next game in a Competition until:

- (a) the First Division Pool can be divided amongst those units of betting selecting the Winning Margin in all Authorised Events in the Option; or
- (b) the Board determines an Option to be the last in a Competition whereby Rule 13.3.11 Termination will apply.

- 13.3.7 Prize Reserve Pool**  
The Board may allocate any part, or all, of the Prize Reserve Pool to the First Division Pool of any Sports Pools Option in the event that the Winning Margin in all Authorised Events are selected.
- 13.3.8 First Division Dividend**  
Except where a Sports Pools Option is to be terminated, the First Division Dividend shall be the First Division Pool divided by the number of units of betting selecting the Winning Margin in all Authorised Events of a Sports Pools Option.
- 13.3.9 First Concession Dividend**  
Except where a Sports Pools Option is to be terminated, the First Concession Dividend shall be the First Concession Pool divided by the number of units of betting selecting the most number, but not all, of Winning Margins in Authorised Events in a Sports Pools Option.
- 13.3.10 Second Concession Dividend**  
Except where a Sports Pools Option is to be terminated, the Second Concession Dividend shall be the Second Concession Pool divided by the number of units of betting selecting the second most number, but not all, of Winning Margins in Authorised Events in a Sports Pools Option.
- 13.3.11 Termination**  
If the Board determines a Sports Pools Option the last in a Competition, Dividends for that Sport Pools Option will be paid out as follows:
- (a) The First Division Dividend shall be paid to those units of betting with the most number of Winning Margins in Authorised Events of a Sports Pools Option and shall be the First Division Pool divided by the number of winning units of betting.

- (b) The First Concession Dividend shall be paid to those units of betting selecting the next highest number of Winning Margins in the Sports Pools Option, after that required for First Division, and shall be the First Concession Pool divided by the number of winning units of betting.
- (c) The Second Concession Dividend shall be paid to those units of betting selecting the next highest number of Winning Margins in the Sports Pools Option, after that required for First Division and First Concession, and shall be the Second Concession Pool divided by the number of winning units of betting.

#### **13.3.12 Postponements and Abandonments**

Where an Authorised Event of a Sports Pools Option is not completed by three days after the date on which the Sports Pools Option was scheduled to be resulted, it shall be designated as abandoned.

Where 1, 2 or 3 Authorised Events in a Sports Pools Option are designated as abandoned, all winning margins, including the draw, shall be deemed to be the Winning Margin in such abandoned Authorised Events for the purposes of Sports Pools.

Where 4 or more Authorised Events of a Sports Pools Option are designated as abandoned:

- (a) All bets on that Sports Pools Option shall be refunded.
- (b) the Amount Brought Forward from any previous Sports Pools Option shall be carried forward to the next Sports Pools Option in that Competition.

#### **13.3.13 Authorised Events Forfeited**

In the case of a team forfeiting an Authorised Event after the start of play, the opposing team shall be deemed the Winning Margin

encompassing all of the winning margins offered for that team but excluding a draw.

**13.3.14 Extra Time Provisions**

The Board shall only take into account points scored during Normal Time for the purposes of determining the score in an Authorised Event for Sports Pools, unless specifically mentioned in the option description.

# 14 CONDITIONS APPLICABLE TO FIXED ODDS SPORTS BETTING

## 14.1 Interpretation

In Rules 14, 15 and 16, unless the context otherwise requires:

**“Fixed Odds Sports Bet”** is a bet type whereby the Investor bets on the result of an Authorised Event and for which result the Board has determined the Odds.

**“Fixed Odds Sports Betting”** has a corresponding meaning.

**“Group Betting Option”** means a Fixed Odds Sports Option involving a finite group of players or teams selected by the Board from within an Authorised Event, and marked “Group Betting”.

**“Lay Off”** means to place all or part of a fixed odds bet accepted by the Board on another betting system.

**“Minimum Investment”** means the minimum amount of Investment as determined by the Board. See APPENDIX 1.

**“Normal Time”**, for Authorised Events that are not abandoned or forfeited is the first point in time that the Authorised Event would cease if the scores were not tied. Normal time can also be variously indicated in ways such as ‘80 minutes’, ‘90 minutes’ or ‘4 quarters’ or any other way, and is the standard match time plus added (or referee’s) time for stoppages and injury. Normal time does not include any form of extra time.

**“NSO”** means the national sporting organisation responsible in New Zealand for the Selected Sport.

**“Official Result”** is a ruling in respect of the result made by the official controlling body of a particular sport as immediately declared after the event. Subsequent protests, appeals or disqualifications will not be recognised or considered for betting purposes. Bets will be Settled on the Official Result unless stated otherwise.

**“Podium Placing”** indicates that betting on that event will be Settled according to the positions occupied on the podium at the completion of the event. If there is no podium ceremony, betting on that event will be Settled based on the Official Result immediately declared by the official controlling body. Subsequent protests, appeals or disqualifications will not be recognised or considered for betting purposes.

**“Refund”** refers to the situation when a competitor or team in an Authorised Event fails to participate and is not given a chance to win that event, notwithstanding the rule for competitors in a Fixed Odds Racing event – see Rule 12 CONDITIONS APPLICABLE TO FIXED ODDS RACE BETTING. In this case single bets are declared Void and Investments refunded. Selections in Multi bets will be allocated a price of \$1.00.

**“Relevant Organisation”** has the meaning given to it in Rule 14.16.3(b) below.

**“Relevant Person”** means a player, trainer, referee, coach, selector, health professional (associated with any team or player), sports administrator, member of team management or match official or any other person, who is, in the Board’s opinion, participating in, or otherwise involved in, whether directly or indirectly, an Authorised Event of a Selected Sport.

**“Selected Sport”** shall mean those sports nominated by the Board from time to time.

**“Settle”** or **“Settled”** refers to the resulting and payment of Returns on a betting option.

**“Void”** refers to a situation where a selection does not take part or an Authorised Event does not take place in which case bets on these selections are declared Void and Investments are refunded.

**“Withdrawal”** refers to the situation when a competitor or team in an Authorised Event does not take part for any reason.

## **14.2 Purpose of Rules**

The purpose of Rule 14 is to establish the conditions of sports betting under which Investors may bet on the result of an Authorised Event and for which result the Board has determined the Odds. Rule 14 is to be read subject to any specific provisions in Rule 15 SPORT SPECIFIC RULES and Rule 16 CONDITIONS APPLICABLE TO MULTI BETTING.

## **14.3 Setting the Odds**

The Board shall at its discretion and from time to time set and vary Odds for any Authorised Event and in so doing shall not be obliged to set Odds to bear any relation to the level of betting already accepted for that Authorised Event.

## **14.4 Investment Value**

The amount of Investment is an amount greater than or equal to the minimum Investment. See APPENDIX 1.

## **14.5 Acceptance of Fixed Odds Bets**

- (a) The acceptance by the Board of a bet in respect of any result at particular Odds shall not require the Board to accept any other bet upon the same result at similar Odds.
- (b) The Board reserves the right to suspend betting on any Fixed Odds Sports Betting Option or selection at any time without notice.

- (c) The Board may refuse to accept any bet or part thereof without stating reasons.
- (d) It is the responsibility of the Investor to ensure details of their bets are correct.

## **14.6 Returns**

- (a) Returns will be paid to bets that have selected a Winning Selection in an Authorised Event, or combination of Authorised Events.
- (b) Subject to 14.11(c), bets which have not selected a Winning Selection shall be retained by the Board.
- (c) Upon the declaration of the result by the Board, payment of Returns for successful bets shall be made in accordance with these Rules.
- (d) Payment of Returns will be made in accordance with the Official Result unless stated otherwise.
- (e) The Board shall at all times retain the right to delay the payment of Returns in respect of any Authorised Event, as it sees fit.
- (f) All ticket Returns will be rounded in accordance with APPENDIX 1 where applicable.

## **14.7 Variance of Returns**

- (a) The Board may set and vary Odds for any Authorised Event or combination of Authorised Events on which Fixed Odds Sports Betting will be conducted.
- (b) Subject to Rule 14.13 Dead Heats the Return for a Fixed Odds Sports Bet will be determined at the time the bet is placed.



## **14.8 Circumstances in which the Board may Lay Off bets**

The Board may Lay Off bets for the purpose of limiting the Board's financial exposure on any particular Authorised Event or Authorised Events.

## **14.9 Time for Placement of Fixed Odds Sports Bets**

- (a) Subject to Rules 4.7 Rejection of Investments and 14.13 Dead Heats, in the case of Fixed-Odds Sports Bets placed on results of a combination of Authorised Events, bets will be accepted up until the start of the first Authorised Event in the combination of Authorised Events, or at an advertised time.
- (b) Subject to Rules 14.9(c) and (d) if, for any reason, a bet is accepted by the Board and at the time the bet was placed, the event was resolved or at a stage where the Investor could have had an indication of the outcome, those bets may be declared Void and refunded regardless of whether or not the Investor had knowledge of the result.
- (c) In some instances betting will continue during the course of an event. In such instances options shall be labelled "Live Betting".
- (d) The Board reserves the right to offer adjusted Odds during breaks in play at its discretion.

## **14.10 Cancellation of Bets**

- (a) Fixed Odds Sports Bets cannot be cancelled except:
  - (i) in circumstances where an error is detected within 60 seconds of the bet being placed; or
  - (ii) at the discretion of the Board.
- (b) Notwithstanding Rule 14.10(a) Live Betting cannot be cancelled except at the sole discretion of the Board.

## 14.11 Provision of Details

- (a) The Board shall at all times endeavour, as far as it is reasonably possible to do so, to provide accurate and up to date details of competitors and teams, including Withdrawals and results, for all Authorised Events on which Fixed Odds Sports Betting is conducted. However, the Board shall not be liable for loss arising from any errors or omissions in such details.
- (b) The Board shall at all times endeavour, as far as it is reasonably possible to do so, to acquaint itself with details of any Withdrawals in respect of a particular Authorised Event. In any case where the Board was aware or ought to have been aware of a Withdrawal and continues to accept bets in respect of a result directly relating to that competitor or team, the Board may in its discretion Refund the amount of such bet upon which it shall have no further liability.
- (c) In some instances the Withdrawal of a competitor or team may give rise to a Refund. See Rule 15 SPORT SPECIFIC RULES.
- (d) In general terms, the first listed team is the home team for an event on which Fixed Odds betting is operated on by the Board. In certain situations, where a neutral venue may be used, the Board reserves the right to designate a home team. In certain situations where the venue used is not neutral and a team is designated the home team – e.g. NRL Gold Coast v Brisbane in Brisbane, the first listed team will be deemed the home team for an Authorised Event on which Fixed Odds Sports Betting is conducted.
- (e) If the home and away teams are incorrectly listed, any betting to that point will be declared Void.
- (f) In Options such as “Tournament Winner”, “Race Winner”, “1<sup>st</sup> Try Scorer”, “Last Try Scorer” and other such options not specifically limited by their definition (i.e. “Head to Head”, “Group Betting”) an

Odds quote can be obtained for any competitor or team not already listed as a competitor or team in that option.

- (g) If one or more competitors or teams included in a Group Betting Option of three or four competitors or teams withdraws, then all betting on that Group is declared Void.
- (h) If two or more competitors or teams included in a Group Betting Option of five to ten competitors or teams withdraws, then all betting on that Group is declared Void.

#### **14.12 Postponement, Cancellation Or Abandonment Of Authorised Events**

- (a) At its absolute discretion, the Board may allow a period of up to and including three days for an Authorised Event to be conducted before deeming the event to be abandoned.
- (b) If an Authorised Event is abandoned or cancelled prior to its commencement, or subsequently abandoned, the Board shall Refund all bets on that event that have not declared a result.

#### **14.13 Dead Heats**

- (a) If Odds for a dead heat, tie or draw are not offered by the Board for an event where a dead heat does occur, the Return is calculated by dividing the number of competitors or players involved in the dead heat into the Return for each winning ticket.

E.g. if Wellington and Auckland draw 21-21 in a rugby match, head to head Investors will receive **half** of their Return.

- (b) Where the Board has offered as a separate selection a dead heat between any of the competitors or teams in an Authorised Event on which Fixed Odds Sports Bets have been placed, such a dead heat shall be declared the Winning Selection.

E.g. if Wellington and Auckland draw 21-21 in a rugby match, 'Draw' in winning team & margin betting will be the Winning Selection.

#### **14.14 Errors**

Where a substantial error has occurred in the price, handicap or wording of the option the Board reserves the right to declare bets Void and Refund any bets on the option or selection.

#### **14.15 Rigging**

Where there is evidence, in the Board's reasonable opinion, of price, race, match or event rigging, the Board reserves the right to Void bets or withhold settlement of bets pending the outcome of any subsequent investigation.

#### **14.16 Monitoring of Sports Betting to prevent corruption**

**14.16.1** The provisions of this Rule 14.16 shall apply:

- (a) In respect to sports betting (as defined by section 5(1) of the Act) on Authorised Events of a Selected Sport; and
- (b) To a Relevant Person (whether that person is an Account Holder or not).

**14.16.2** When a Relevant Person opens a Betting Account, operates its Betting Account, uses the Board's website and/or places bets with the Board (in any manner, and whether or not the Relevant Person is an Account Holder), the Relevant Person irrevocably authorises the Board to collect and use personal information from and about that Relevant Person for the purposes of these Betting Rules.

**14.16.3** In addition to the purposes for collection and use of information as set out in Paragraph 11 of the General Terms and Conditions for Accounts, information collected and held by the Board about the Relevant Person under Rule 14.16.2 can be:

- (a) Used by the Board to monitor the Relevant Person's sports betting activities on Authorised Events of a Selected Sport from time to time; and
- (b) Disclosed by the Board to (i) the applicable NSO; and/or (ii) any other organisation within New Zealand that the Board determines has a legitimate interest in the information (a "**Relevant Organisation**"), in each case, to enable the Board to monitor sports betting by Relevant Persons, to seek to identify and otherwise prevent corruption in sports betting, and to comply with its obligations under the Act relating to problem gambling.

**14.16.4** By placing a bet (in any manner) on any Authorised Event of a Selected Sport, a Relevant Person irrevocably agrees that:

- (a) The Board is authorised to monitor the sports betting activity of the Relevant Person;
- (b) Where the Board has concerns relating to a Relevant Person with respect to problem gambling and/or corrupt betting, the Board is authorised to disclose personal information, including the Betting Account activity, in respect of the Relevant Person to the applicable NSO or any Relevant Organisation;
- (c) The applicable NSO of the Relevant Person may request, from time to time, the Board to provide a sample selected on a random basis of the Relevant Person's sports betting activity and that the Board may supply such information to the applicable NSO;
- (d) Where the Board considers there is, or there is a risk of, corrupt betting or problem gambling by the Relevant Person, then the Board may:
  - a. refuse to accept bets from that Relevant Person; and/or
  - b. may cancel that Relevant Person's Betting Account with immediate effect; and/or

- c. issue a ban on that Relevant Person from entering gambling or betting premises until further notice is given by the Board; and
- (e) Neither the Board nor any officer, employee, agent, or contractor of the Board, nor any NSO or Relevant Organisation to whom the Board discloses personal information, will be liable to the Relevant Person as a result of such collection, use and/or disclosure of personal information about the Relevant Person or any act or omission taken in connection with the collection, use, and/or disclosure of such personal information, to the maximum extent permitted by law.

#### **14.17 Limitation on maximum Return**

There is a limit on the maximum amount that can be won by one Investor on Fixed Odds Sports Bets, Multi and Boxed Multi bets. The current maximums are detailed in APPENDIX 1. These limits will apply to any one Investor in any one day's business, and where there is a mix of products the lowest limit will apply. These limits will be applied even if the bet is struck and the calculated theoretical Return exceeds the maximum.

Should the Board have reason to believe that a number of bets have been placed by one Investor, or group of Investors acting together, backing the same combination of selections even if it is done in a series of bets, at a range of prices, over a number of days using different Betting Accounts or betting channels the total Return for all those bets combined will be limited to one single maximum Return.

#### **14.18 Special Options**

From time to time the Board may offer special options on Fixed Odds Sports Betting. The applicable condition relating to that special option will be displayed in the option notation on the Board's website at the time of offering the market.

Should any eventuality occur not covered by the condition relating to the special option then the Board will look for suitable parallels within the Betting Rules as an aid to bet Settlement.

#### **14.19 Decisions of the Board are final**

All decisions of the Board concerning Fixed Odds Sports Betting, including the declaration and payment of Returns and the interpretation of these Rules, shall be final and binding upon all Investors and upon every person making a claim under these Rules.

## 15 SPORT SPECIFIC RULES

Rule 15 SPORT SPECIFIC RULES override relevant sections of the Rule 14 CONDITIONS APPLICABLE TO FIXED ODDS SPORTS BETTING.

### 15.1 American Football (NFL)

- (a) The final score will include overtime where applicable.
- (b) In the event of a tie Rule 14.13 Dead Heats will apply. As 'draw' is not offered as a separate selection in the "Winning Team & Margin" option, half Returns will be paid on both teams by the least possible margin.

Eg If Baltimore and Green Bay tie 18-18, Head to Head Investors will receive half their Return. Winning Team & Margin Investors backing Baltimore by 12 & Under **or** Green Bay by 12 & Under will receive half Returns.

- (c) First half lines and bets relate solely to the score in the first half. The first half must be completed for such bets to stand. Second half/half time lines and bets relate solely to the score in the second half including any extra time. The second half must finish with five minutes or less remaining of the scheduled duration for such bets to stand.

### 15.2 Athletics

- (a) Results will be determined by Podium Placing.
- (b) An athlete who faces the start in any event is deemed to be a competitor.

### 15.3 Aussie Rules

Match betting is conducted according to Normal Time unless otherwise stated.



## 15.4 Badminton

- (a) A match is deemed to have started with the first serve of the match. If the statutory number of games are not completed, all bets placed on the correct match result will be Void.
- (b) In the event of a match being awarded to a player before the full number of games have been played, match bets will stand for the official winner.

## 15.5 Baseball

- (a) The final score will include extra innings where applicable
- (b) The nominated starting pitchers must throw the first pitch of the game for their respective teams for match bets to stand. If either nominated starting pitcher does not throw the first pitch for their respective teams, all bets on the match will be declared Void.
- (c) For head to head bets the game is official after 5 innings of play. If the home team is leading, the game is official after 4½ innings of play. If a game goes past 5 innings (including any extra innings) and is subsequently called off, the winner is determined by the score after the last full inning of play (except in the case when the home team score to tie, or take the lead in the bottom half of the inning in which the game is called off – the runs do count). However if any game is in delay or play is suspended and subsequently the game is played to completion (on the original start day or the next), the result will be determined by the final score upon completion of the game.
- (d) For total combined run bets to stand, 9 innings (or 8½ innings if the home team is leading) must be completed, with the exception that bets will stand once the run total is exceeded.

- (e) For run line bets to stand, 9 innings (or 8½ innings if the home team is leading) must be completed.
- (f) In the event of a tie Rule 14.13 Dead Heats will apply to head to head bets. Winning team and margin bets will be Void.
- (g) If a game is abandoned or postponed in its entirety to another day then bets are Void.

## **15.6 Basketball**

Bets will be Settled on the final score and will include overtime where applicable. If a match is abandoned with 5 minutes or less remaining of scheduled time, all bets will stand. If a match is abandoned with more than 5 minutes remaining, bets will be Void, except for total points bets where the total has been exceeded.

## **15.7 Bobsleigh, Skeleton, Luge**

- (a) Results will be determined by Podium Placing. Subsequent placing changes will not be recognised for betting purposes.
- (b) Competitors are deemed to have taken part once they have lined up for the first heat or run. If they subsequently Withdraw for any reason, including disqualification, bets will be Settled as losers.

## **15.8 Bowls**

Where a match is started but not finished, the competitor or team who progresses to the next round will be deemed the winner.

## **15.9 Boxing**

- (a) In "Decision" betting:
  - (i) 'KO' includes knock out, technical knock out and disqualification;

- (ii) 'By decision' includes technical decision;
  - (iii) 'Draw' includes technical draw.
- (b) If the number of rounds in a fight is changed after betting has commenced, all 'Pick the Round' bets will be Void.
  - (c) In Pick The Round betting, if a boxer fails to answer the bell, the fight will be deemed to have ended in the previous round by way of TKO.

## **15.10 Cricket**

### **General**

The general Rules in Rule 15.10 are to be read subject to any specific provisions relating to Matches with Live Betting, Limited Over Matches, and Test Matches and First Class Cricket (including Live Betting).

### **Head to Head Betting:**

- (a) If a match is abandoned all bets will be Void.
- (b) If a match is postponed and is to be played on a designated reserve day, all bets will stand and betting will continue.
- (c) If a match is cancelled and is not re-started within 36 hours of the original start time all bets will be Void.

### **Series Winner:**

- (d) If a series is drawn and no draw price was quoted Rule 14.13 Dead Heats will apply.

### **Correct Series Score:**

- (e) If the number of matches to be played in a series changes at any point, all bets will be Void.

**Top Series Runscorer/Wicket Taker:**

- (f) If a player is quoted and does not bat or bowl, all bets placed on that player will be Settled as losers.
- (g) In the event of a tie Rule 14.13 Dead Heats will apply.

**Highest Opening Partnership:**

- (h) The opening partnership is the fall of the first wicket. Bets will stand as long as:
  - (i) Both partnerships are completed; or
  - (ii) A result has been determined
- (i) In the event of a tie and if no tie price has been quoted, Rule 14.13 Dead Heats will apply.

**Method of First Dismissal:**

- (j) If there is no dismissal in the match all bets will be Void. 'Any other' includes stumped, hit wicket, handled ball, obstructing the field, timed out or hit ball twice. Any batsman who is said to have been 'Mankaded' will be deemed to have been run out.

**1<sup>st</sup> Over Score:**

- (k) The 1<sup>st</sup> over score includes extras.

**Matches with Live Betting****Next Man Out:**

- (l) All bets will be Void if, following a bet being placed, there is no further wicket or if either batsman retires hurt.

**Limited Over Matches (including Twenty20)****Head to Head:**

- (m) All bets will be Settled on the Official Result. In the event of a tie Rule 14.13 Dead Heats will apply. Notwithstanding, if there is an official method prescribed in the competition rules to

determine a winner in the event of a tie, bets will be Settled on the winner of the match as a result of that method.

**Tied Matches:**

- (n) With the exception of head to head betting (as above), in the event of a tie, any subsequent super over, bowl off, or other similar method for determining an outcome of the match, does not count towards the result of any other option.

**Team High Bat:**

- (o) Where a player is not selected in the starting XI all bets on that player will be Void.
- (p) Where a player is selected but does not bat, bets on that player will be Settled as losers.
- (q) Bets will stand if the minimum number of overs required to constitute a game under the rules of the competition have been bowled in the innings concerned. Otherwise all bets will be Void.

**Highest 10 Overs:**

- (r) For bets to stand, both teams in the match must bat for 10 overs, unless a team has won, lost or is bowled out.

**Batsman Match Runs:**

- (s) All bets will stand once the batsman has reached the batting crease.

**Batsman Head to Head (Most Runs):**

- (t) For all bets to stand both batsmen must bat.

- (u) Where a batsman's innings is curtailed by either weather or bad light, all bets will be Void unless an Official Result has already been determined.

**Team Innings Runs:**

- (v) All bets will be Void where the number of overs scheduled to be bowled in an innings is reduced for any reason and the subsequent scheduled number of overs is less than 90% of those scheduled at the time that the bet was placed.

**Test Matches and First Class Cricket**

**Head to Head:**

- (w) Providing at least one ball has been bowled all bets will be Settled on the Official Result.
- (x) In the event of a tie Rule 14.13 Dead Heats will apply, and match bets on the draw will be losers.
- (y) Where a first class match (i.e. State Championship) finishes in a draw, and there is no price offered, all bets will be Void.

**Draw No Bet:**

- (z) If the match is a draw, or a tie, all bets will be Void.

**Team High Bat:**

- (aa) All bets relate to the specified innings only.
- (bb) All bets will be Void if 50 overs are not bowled unless:
  - (i) An innings reaches its natural conclusion; or
  - (ii) An innings is declared
- (cc) When a player is not selected in the starting XI all bets on that player are Void.

(dd) Where a player is selected but does not bat, all bets on that player are losers.

(ee) In the event of a tie, Rule 14.13 Dead Heats will apply.

**1<sup>st</sup> Innings Lead:**

(ff) For bets to stand both teams' innings must:

- (i) Reach their natural conclusion; or
- (ii) Be officially declared

(gg) In the event of a tie, Rule 14.13 Dead Heats will apply.

**Batsman Head to Head (Most Runs):**

(hh) All bets apply to the first innings only.

(ii) For all bets to stand both batsmen must bat.

(jj) In the event of a tie, Rule 14.13 Dead Heats will apply.

**Batsman 1<sup>st</sup> Innings Runs:**

(kk) All bets will stand once the batsman has reached the batting crease.

(ll) Where a batsman does not bat, all bets will be Void.

**Test Matches and First Class Cricket (Live Betting)**

**Session Runs:**

(mm) Bets relating to a session will be Void if at least 20 overs are not bowled.

**Team Innings Runs:**

(nn) All bets will be Void if at least 50 overs are not bowled unless an innings has reached its natural conclusion or there has been a declaration.

## 15.11 Cycling

Results will be determined by Podium Placing.

## 15.12 Darts

### **Head to Head Betting:**

- (a) If the match starts but is not completed for any reason, the player progressing to the next round will be deemed the winner.

### **Set and Leg Betting:**

- (b) Bets will be Void if the match is not completed for any reason.

### **Highest Checkout and Total 180s:**

- (c) Bets will be Void if the match is not completed for any reason, unless the result has already been determined.

## 15.13 Football

- (a) Match betting is conducted according to Normal Time unless otherwise stated. If a match is abandoned, bets will be Void unless a result has already been determined.
- (b) In '1<sup>st</sup> Goal Scorer' betting the confirmation of the result of the first goal scorer will be obtained from Sportinglife.com or another website that provides results if Sportinglife.com is not available. Bets will be Settled on the scorer as determined at the end of the match. Any subsequent alterations will not count for betting purposes. Own goals do not count in first goal scorer betting. If an own goal is the only score of the match, the result of that first goal scorer betting option will be the "No Goal" selection. Bets on players who have not taken the field at any stage before the first goal is scored will be Void.

### **Top Series/Competition/Tournament Goal Scorer:**

- (c) Bets will be Settled on the official competition results (regardless of whether all matches are played or not). Rule 14.13 Dead



Heats Rules will apply. Bets on players not named in at least one starting XI will be Void. Goals scored during extra time will count for top goal scorer markets.

**Tournament Totals:**

- (d) For tournament total markets including goals, red cards, yellow cards and corners, extra time does not count.

**Relegation Betting:**

- (e) Bets will be Settled based on the position on the final day of the season regardless of any subsequent disqualifications or points deductions. Bets will be Voided on any team that does not fulfil its fixtures and complete the season.

**Player Specials:**

- (f) For all player specials such as to score a goal or to score a hat-trick, the player must start the match at kickoff for bets to stand.

**Total Match Corners:**

- (g) Bets on the number of corners in a match refers to corners taken rather than corners awarded. If a corner is awarded but the whistle blows for the end of the match before it is taken, then it will not count towards total corners. If there is a dispute over the number of corners, the result will be obtained from Sportinglife.com or another website that provides results if Sportinglife.com is not available.

**Top Team Goal Scorer:**

- (h) Bets will be Settled on the player scoring the most goals including extra time but excluding penalty shoot outs. Bets will be Void on any player not starting at least one match.

**First Goal Method:**

- (i) For the purpose of this market a 'shot' is considered to be an effort on goal propelled by a body part below the waist, a 'header' an effort on goal propelled by a body part above the

waist. Only one outcome will be Settled as a winner, therefore if the goal is a penalty, then 'penalty' will be Settled as a winner while 'shot from inside the penalty box' will be Settled as a loser. Similarly, if the goal is scored directly from a free-kick, 'direct from free-kick' will be Settled as a winner while 'shot from outside the penalty box' will be Settled as a loser.

## **15.14 Golf**

- (a) If a competitor does not tee off in the first round of a tournament, bets placed on that competitor are Void.
- (b) Any player who withdraws or is disqualified after teeing off in the first round shall be deemed to be a starter and consequently all bets placed on that competitor are losers.
- (c) For Outright Betting, should a tournament be shortened for any reason, bets will be Settled on the final positions provided all players have completed at least 36 holes, regardless of whether this is deemed to be the Official Result. If 36 holes are not completed all bets will be Void. Should there be no further play after a bet has been placed then the bet will be Void.
- (d) Play-off results are used to determine the tournament winner. For Tournament Top 5 Finish betting, Rule 14.13 Dead Heats applies e.g. M Campbell 1<sup>st</sup>, T Woods 2<sup>nd</sup>, E Els 3<sup>rd</sup>, V Singh 4<sup>th</sup>, R Goosen, D Lee and L Donald all 5<sup>th</sup> =, Bets on Campbell, Woods, Els and Singh will be paid in full. Bets on, Goosen, Lee and Donald will receive one third ticket return.

### **18 Hole head to head and 3 Ball Betting:**

- (e) If a player does not start bets will be Void. If 18 holes are not completed bets will be Void. Rule 14.13 Dead Heats applies to 3 ball betting.

### **Tournament head to head and group betting**

- (f) Play-offs are taken into account when determining tournament head to head and group bets.
- (g) If two or more players have the same score at the conclusion of the tournament, Rule 14.13 Dead Heats applies.
- (h) If none of the players involved make the cut, the best score at the time of the cut will be the winner.
- (i) If none of the players involved complete two rounds, all bets will be Void.

### **15.15 Hockey**

- (a) All bets will be Settled on Normal Time unless stated otherwise and overtime does not count.
- (b) If a match is abandoned all bets will be Void, except for those markets which have already been determined.

### **15.16 Horse/Greyhound Racing**

See Rule 12 CONDITIONS APPLICABLE TO FIXED ODDS RACE BETTING.

### **15.17 Ice Hockey**

The final score will include all goals scored during regular time and overtime, plus one goal for the winner of a shootout, if it occurs. Games must finish with five minutes or less remaining of the scheduled duration for bets to stand.

### **15.18 Motorsport**

- (a) Results will be determined by finishing positions at the time of the podium ceremony. Subsequent placings changes will not be recognised for betting purposes.

- (b) Competitors are deemed to have taken part once they have lined up for first practice. If they subsequently Withdraw for any reason bets will be Settled as losers.
- (c) For betting on driver's and constructors' championships, the result is declared once the podium positions for the final listed event are known.
- (d) For fastest qualifier betting any subsequent grid position changes will not be taken into account.

### **15.19 Netball**

The final score will include overtime where applicable.

### **15.20 Rowing**

- (a) Results will be determined by Podium Placing regardless of subsequent disqualifications.
- (b) Competitors are deemed to have taken part once they have lined up for the first heat. If they subsequently Withdraw for any reason, including disqualification, bets will be Settled as losers.

### **15.21 Rugby**

- (a) Match betting is conducted according to Normal Time unless otherwise stated. If a match is abandoned, bets will be Void unless a result has already been determined.
- (b) In '1<sup>st</sup> Try Scorer' betting, bets on players who have not yet taken the field at any stage before the first try is scored will be Void.
- (c) In 'To Score A Try' betting, bets on players who do not start the match at kick off will be Void. Returns are paid once only regardless of how many tries a player scores.

- (d) In 'Last Try Scorer' betting, bets on players who do not take the field will be Void.

**Top Series/Competition/Tournament Try Scorer/Points Scorer:**

- (e) Bets will be settled on the official competition results (regardless of whether all matches are played or not). Rule 14.13 Dead Heats applies. Bets on any player not named in at least one starting XV will be Void. Tries or points scored in extra time count.
- (f) For all tournament totals bets, such as total tries or points, extra time does not count.
- (g) In 'Time of 1<sup>st</sup> Try' betting if no try is scored the 'after' selection will be deemed the winner.
- (h) For all 'Player Specials' betting, bets on players who do not start the match at kick off will be Void.

## **15.22 Rugby League**

- (a) Match betting includes any extra time with the exception of Options where "Draw" is an available selection. Where teams are tied after extra time Rule 14.13 Dead Heats will apply. Options where 'Draw' is an available selection will be paid out at the end of normal time e.g. 'Winning Team & Margin' 'Half/Full Time Double', 'Winning Margin Spread'. All other options where 'Draw' is not an available selection will include extra time. Eg Head to Head, Points Start, 1<sup>st</sup> and Last Try Scorer, To Score a Try, Total Combined Points.
- (b) In '1<sup>st</sup> Try Scorer' betting, bets on players who have not yet taken the field at any stage before the first try is scored will be Void.

- (c) In 'To Score A Try' betting, bets on players who do not take the field will be Void. Returns are paid once only regardless of how many tries a player scores.
- (d) In 'Last Try Scorer' betting, bets on players who do not take the field will be Void.

**Top Series/Competition/Tournament Try Scorer/Points Scorer:**

- (e) Bets will be settled on the official competition results (regardless of whether all matches are played or not). Rule 14.13 Dead Heats applies. Bets on any player not named in at least one starting XIII will be Void.

### **15.23 Shearing**

Results will be determined by Podium Placing.

### **15.24 Snooker**

Where a match is started but not finished, the competitor who progresses to the next round will be deemed the winner.

### **15.25 Squash**

- (a) A match is deemed to have started with the first serve of the match. If the statutory number of games are not completed, all bets placed on the correct match will be Void.
- (b) In the event of a match being awarded to a player before the full number of games have been played, match bets will stand for the official winner.

### **15.26 Swimming**

Bets will be Settled on the Podium Placing regardless of any subsequent disqualifications.

## 15.27 Tennis

- (a) A tennis match is deemed to have started with the first serve of the match. For head to head betting including in-play betting, if one player Withdraws or is disqualified and the match has already started, the player progressing to the next round will be deemed the winner.
- (b) If the match has not started, all bets will be Void.
- (c) In the event that there is no next round, for example in round robin and Davis Cup events, when a player Withdraws or is disqualified and the match has already started, their opponent will be deemed to be the winner.
- (d) In the event of a change to playing surface, venue or change from indoor to outdoor and vice versa, before or during a match or tournament, all bets stand for match and tournament betting.
- (e) When a match is reduced from five sets to three sets then head to head betting will stand but all other bets will be Void unless the result has already been determined. When a match is reduced from three sets to one set then head to head betting is Void. All other bets are also Void unless the result has already been determined.
- (f) For sets betting, the match must be completed for bets to stand. If a player Withdraws for any reason before the required sets are completed, then all bets will be Void. If the number of sets change, all bets are Void.
- (g) For first and second set winner, handicap betting, set scores and all totals betting including total games, total sets and total aces, if the match is not completed all bets will be Void unless the result has already been determined.

- (h) For outright tournament betting, bets will be Void if a player does not take part in any match. If a player has started the tournament, then Withdraws for any reason, bets on that player will be losers.
  
- (i) For game betting, if a game is completed after an interruption or played in subsequent days, all bets will stand for that game. If a game is completed by the awarding of a penalty point by the umpire, the game shall be deemed to be complete. However, if a game is completed by the awarding of a penalty game by the umpire, all bets shall be Void. If a player retires from a match while a game is in progress, but before that game has been completed, that game shall be deemed to be incomplete and all bets Void. If a particular game is not played because a set has already been completed, all bets are Void. A tiebreaker is not recognised as a game.
  
- (j) The above Rules also apply to doubles and team events.

### **15.28 Triathlon**

Results will be determined by Podium Placing.

### **15.29 Yachting**

When a race is postponed by more than 12 hours (for any reason) all bets will be Void.



# 16 CONDITIONS APPLICABLE TO MULTI BETTING

## 16.1 Interpretation

In Rule 16, unless the context otherwise requires:

**“Anchor”** means a selection marked to be included in all combinations of bets in a Boxed Multi.

**“Boxed Multi”** allows a number of separate Multi bets to be sold as a single transaction. A Boxed Multi is required to be made up of three or more component options plus a nominated number of bet combinations involving those component options.

**“Boxed Multi Return”** or **“MAXRETURN”** means the sum of the Returns for all the separate Multi bets sold as a single transaction in a Boxed Multi.

**“Multi”** means a bet made up of two or more individual Fixed Odds Sports and/or Fixed Odds Race component options.

**“Multi Odds”** means the product of Odds of two or more individual Fixed Odds Sports and/or Fixed Odds Race component options.

**“Multi Return”** means the product of Multi Odds times the Investment, subject to Rules 12.5, 14.17 and APPENDIX 1.

**“Percentage Multi Bet”** means a Boxed Multi bet where the Investor does not nominate a unit of Investment for each bet combination, instead they nominate the total amount they wish to outlay on the bet.

**“Related Outcome”** means a situation where the outcome of one event in a Multi could have a bearing on another event in that Multi.

**“Remainder”** means the difference between the Total Amount Nominated, and the outcome of the Investment Formula multiplied by the number of combinations wanted.

## **16.2 Purpose of Rules**

The purpose of Rule 16 is to establish the conditions of Multi betting. Rule 16 is to be read subject to provisions in Rule 12 CONDITIONS APPLICABLE TO FIXED ODDS RACE BETTING, Rule 14 CONDITIONS APPLICABLE TO FIXED ODDS SPORTS BETTING and Rule 15 SPORT SPECIFIC RULES.

## **16.3 Acceptance of Multi Bets**

- (a) The Board may refuse to accept any bet or part thereof without stating reasons.
- (b) It is the responsibility of the Investor to ensure details of their bets are correct.

## **16.4 Returns**

Multi Odds are calculated by multiplying the Odds for each individual selection, then rounding up to the nearest cent. The Multi Return is calculated by multiplying the Multi Odds by the Investment amount and rounding in accordance with APPENDIX 1.

Example: Auckland to beat Wellington is paying \$1.70, Warriors to beat Canberra is paying \$2, All Whites to beat Japan is paying \$3.40.

Multi Odds =  $\$1.70 \times \$2 \times \$3.40 = \$11.56$ .

Multi Return for \$20 Investment =  $\$20 \times \$11.56 = \$231.20$

## **16.5 Variance of Returns**

- (a) The Board may determine Maximum Multi Odds. See APPENDIX 1.

- (b) The Board may determine a Maximum Multi Return. See APPENDIX 1.
- (c) The Board may determine a Maximum Boxed Multi Return. See APPENDIX 1.

## **16.6 Postponement, Cancellation Or Abandonment Of Authorised Event**

At its absolute discretion, the Board may allow a period of up to and including three days for an Authorised Event or Race to be conducted before deeming the event or Race to be abandoned.

If an Authorised Event or Race is abandoned or cancelled prior to its commencement, or subsequently abandoned, the Board shall recalculate all Multi bets as if the Odds for all selections on the abandoned event or Race are \$1.00.

## **16.7 Dead Heats**

In the event of a dead heat Rules 12.13 and 14.13 Dead Heats will apply.

## **16.8 Related Outcomes**

- (a) Subject to Rule 16.8(b) Multi bets are not accepted where the events within that Multi are Related Outcomes. If such bets are accepted, the Board reserves the right to Void bets in accordance with Rule 14.14 Errors.
- (b) The Board reserves the right to offer Odds on Related Outcomes where a multiplicative factor reduces the Multi Odds on such Related Outcomes.

## **16.9 Boxed Multis**

After selecting a Multi with three or more Component Options, an investor may take a Boxed Multi by buying a number of related Multi bets as a single transaction. If, for example, an investor selects a Multi

with six component options, that investor could buy, in the same transaction, the 6 Multi bets involving 'ANY5' of their six selections, and/or the 15 Multi bets involving 'ANY4' of their six selections. In all such Boxed Multis the Multi bet involving all component options must be purchased.

Where a betting unit is nominated for a Boxed Multi, this unit will apply to all individual Multibets in that Boxed Multi. Where Percentage Betting is nominated for a Boxed Multi, the Percentage Priority Order for Boxed Multis prescribed in APPENDIX 3 will apply.

The table below shows the number of bet combinations involved in a boxed multi, depending on the number of component options and "any option" choice selected by the customer.

Number of Component Options	"ANY" Options for Boxed Multis							
	ANY2	ANY3	ANY4	ANY5	ANY6	ANY7	ANY8	ANY9
3	3	1						
4	6	4	1					
5	10	10	5	1				
6	15	20	15	6	1			
7	21	35	35	21	7	1		
8	28	56	70	56	28	8	1	
9	36	84	126	126	84	36	9	1
10	45	120	210	252	210	120	45	10

This example shows that with 6 Component Options, there are 15 ANY4 Multi Bets available.

### 16.10 Anchors

Investors may select anchors in a Boxed Multi. If an anchor is chosen, all Any'n' (where n= 2, 3, 4, 5, 6, 7, 8 or 9) bets will contain the anchor selection. The number of anchor selections must be less than or equal to the smallest Any'n' chosen. For example, where an Investor selects 4 anchors, bet combinations of any 2 or any 3 are impossible.

Example: Where an Investor selects

1. Auckland to beat Wellington; (Anchor)
2. Warriors to beat Canberra; (Anchor)
3. All Whites to beat Japan; (Anchor)
4. Lakers to beat Utah; and
5. Yankees to beat the Mets

Because there are three anchors, “Any2” cannot be selected.

Marking “Any 3” would give the Investor one additional Multi bet comprising Auckland, Warriors and All Whites.

Marking “Any 4” would give the Investor two additional Multi bets comprising Auckland, Warriors, All Whites and Lakers, and Auckland, Warriors, All Whites and Yankees.

## **16.11 Percentage Multi Bets**

Percentage betting is available for Boxed Multi bets.

### **Minimum Investment**

The Board may from time to time determine a minimum Investment for Percentage Multi Betting. See APPENDIX 1.

### **Investment Unit**

The amount invested on each Multi combination is calculated in accordance with the following formula, truncated to the nearest whole number:-

### **Total Amount (in cents) Nominated**

#### **Number of combinations wanted**

Any Remainder will be invested at the rate of one additional cent per unique combination in accordance with the Percentage Priority Order until all of the Total Amount Nominated is invested. See APPENDIX 3.

# APPENDIX 1

**NB: The dividend, refund and return rounding is down to the amount stated in the table.**

**The Payout Rounding is down to the amount stated in the table**

BET TYPE	DIVIDEND UNIT	STATUTORY DEDUCTION	DIVIDEND, REFUND, RETURN ROUNDING	PAYOUT ROUNDING	% BETTING ?	
Win	\$1	15.50%	Nearest 10c	Nearest 10c	NO	Percentage betting minimum is the greater of \$5, or 5c for each of the unique bet combinations purchased.
Place	\$1	15.50%	Nearest 10c	Nearest 10c	NO	
Quinella	\$1	21.00%	Nearest 10c	Nearest 10c	NO	
Trifecta	\$1	25.00%	Nearest 10c	Nearest 10c	YES	
First4	\$1	25.00%	Nearest 10c	Nearest 10c	YES	
Double	\$1	25.00%	Nearest 10c	Nearest 10c	NO	
Double with concession	\$1	25.00%	Nearest 10c	Nearest 10c	NO	
Treble	\$1	25.00%	Nearest 10c	Nearest 10c	YES	
Quaddie	\$1	26.00%	Nearest 10c	Nearest 10c	YES	
Pick 6	50c	27.00%	Nearest 10c	Nearest 10c	YES	
Pick 6 with concession	50c	26.00%	Nearest 10c	Nearest 10c	YES	
Place 6	\$1	27.00%	Nearest 10c	Nearest 10c	YES	
Sixpack	50c	26.00%	Nearest 10c	Nearest 10c	YES	
Sixpack with concession	50c	26.00%	Nearest 10c	Nearest 10c	YES	
TAB National Syndicate	\$1	0.00%	Nearest 10c	Nearest 10c	NO	
Pick the Score	\$1	25.00%	Nearest 10c	Nearest 10c	NO	
Pools	\$1	32.50%	Nearest 10c	Nearest 10c	NO	
	<b>MIN. INVESTMENT</b>	<b>MIN. ODDS</b>	<b>DIVIDEND, REFUND, RETURN ROUNDING</b>	<b>PAYOUT ROUNDING</b>	<b>MAX. ODDS</b>	<b>MAX. RETURN</b>
Fixed Odds Race Bet	\$1	\$1	Nearest 10c	Nearest 10c	-	\$500,000
Fixed Odds Sports Bet	\$1	\$1	Nearest 10c	Nearest 10c	-	\$500,000
Multi FOB	\$1	\$1	Nearest 10c	Nearest 10c	\$10,000	\$250,000
Boxed Multi FOB	\$1	\$1	Nearest 10c	Nearest 10c	\$10,000	\$500,000

CHANNEL TYPE	MINIMUM BET VALUE	MAXIMUM BET VALUE	MINIMUM SYNDICATE VOUCHER VALUE
TAB Retail Outlet	\$1	-	\$1
*PhoneBet – Totalisator	\$5	-	\$5
PhoneBet - FOB	\$5	-	-
Touch Tone - Totalisator	\$2	-	\$2
Touch Tone – FOB	\$5	-	-
Internet - Totalisator	\$1	-	\$1
Internet - FOB	\$5	-	-
Skybet - Totalisator	\$2	\$200	-
Skybet – FOB	\$5	\$200	-
TextBet	\$3	\$3	-

\* A \$2 Minimum Bet Value will still be available to Account Holders using the PhoneBet channel in the following circumstances:

- (a) Account Holders that use the PhoneBet channel “Early Bird Service” available each day between the hours stipulated for that service on [www.tab.co.nz](http://www.tab.co.nz), on which there is a Race Meeting, on the condition that:
  - (i) PhoneBets of a Minimum Bet Value of between \$2 and \$5 may not be cancelled outside of the Early Bird Service; and
  - (ii) Scratchings of selections that have had bets of a Minimum Bet Value of between \$2 and \$5 placed via the PhoneBet channel during the Early Bird Service will not be transferable to another selection, but will be refunded.
- (b) Account Holders with a disability that are unable to use other betting channels. For the avoidance of doubt, Account Holders with a disability include:
  - (i) those existing Account Holders known to the Board as having a disability of such a nature that restricts the use of the other channels, as determined by the Board from time to time; and
  - (ii) all other Account Holders, with a disability of such a nature that restricts the use of the other channels as determined by the Board from time to time, on application to the Board.

## APPENDIX 2

### Identification process for Betting Account established through internet

After completing the required application form for a new Betting Account, internet users MUST provide verification of identity, this may be by means of documentary or other evidence that is capable of identifying the customer.

The accepted means of Identification are certified copies of a:

- Passport
- Driver's licence

A copy of the relevant page or pages of the above that contain the personal details, photograph and signature of the account applicant will be required.

These must be endorsed by a reputable and identifiable person such as a:

- Notary public
- Lawyer
- Doctor in private practice
- Justice of the peace
- Government official

Please ensure that the endorsement is either stamped or a phone number provided by the verifier. (Please note that existing phonebetting Account Holders who enable their existing phone account for internet access do not need to send any identification.)

Note that the above form of identification can be presented at a Totalisator Agency in New Zealand for verification of identity and signature, in which case the TAB representative will send the verification documents to Account Betting Customer Services.



This can be either sent to:

**Manager Account Betting Customer Services  
National Office  
New Zealand Racing Board  
PO Box 38899  
Wellington Mail Centre  
Lower Hutt 5045  
New Zealand**

or faxed to: **+64 4 5766922**

or emailed to: **administration@nzracingboard.co.nz**

This record will be used as signature identification and age verification. If verification of the identity of the Account Holder is not received within 30 days of opening, the account may be 'frozen' and may not be accessible until such time as this is received. Please note that withdrawals can NOT be made from accounts until this documentation has been received.

**Acceptable forms of identification for Betting Accounts established through retail network**

An application for a Betting Account made through the Board's retail network must be accompanied by identification that includes a photograph, specimen signature and proof of age. Acceptable forms of identification are:

- Passport
- Driver's licence
- HANZ 18+ Card

## **APPENDIX 3**

### **Percentage Priority Order for Percentage Trebles**

The %PO for Percentage Trebles commences with those combinations involving the lowest numbered Race Entrant in the first leg, and continues in succession through the first leg numbers finishing with those combinations involving the highest numbered Race Entrant.

The %PO for those combinations with a common first leg number commences with those combinations involving the lowest numbered Race Entrant in the second leg, and continues in succession through the second leg numbers.

The %PO for those combinations with common first and second leg numbers, commences with those combinations involving the lowest numbered Race Entrant in the third leg, and continues in succession through the third leg numbers.

### **Percentage Priority Order for Percentage Quaddies**

The %PO for Percentage Quaddies commences with those combinations involving the lowest numbered Race Entrant in the first leg, and continues in succession through the first leg numbers finishing with those combinations involving the highest numbered Race Entrant.

The %PO for those combinations with a common first leg number commences with those combinations involving the lowest numbered Race Entrant in the second leg, and continues in succession through the second leg numbers.

The %PO for those combinations with a common first and second leg numbers commences with those combinations involving the lowest numbered Race Entrant in the third leg, and continues in succession through the third leg numbers.

The %PO for those combinations with a common first, second and third leg numbers commences with those combinations involving the lowest numbered Race Entrant in the fourth leg, and continues in succession through the fourth leg numbers.

### **Percentage Priority Order for Percentage Trifectas**

The %PO for Percentage Trifectas commences with those combinations involving the lowest numbered Race Entrant in first place, and continues in succession through first place numbers finishing with those combinations involving the highest numbered Race Entrant.

The %PO for those combinations with a common first place number, commences with those combinations involving the lowest numbered Race Entrant in second place, and continues in succession through second place numbers.

The %PO for those combinations with common first and second place numbers, commences with the lowest numbered Race Entrant in third place and continues in succession through third place numbers.

### **Percentage Priority Order for Percentage First4s**

The %PO for Percentage First4s commences with those combinations involving the lowest numbered Race Entrant in first place, and continues in succession through first place numbers finishing with those combinations involving the highest numbered Race Entrant.

The %PO for those combinations with a common first place number, commences with those combinations involving the lowest numbered Race Entrant in second place, and continues in succession through second place numbers.

The %PO for those combinations with a common first and second place number, commences with those combinations involving the lowest numbered Race Entrant in third place, and continues in succession through third place numbers.

The %PO for those combinations with a common first, second and third place number, commences with those combinations involving the lowest numbered

Race Entrant in fourth place, and continues in succession through fourth place numbers.

### **Percentage Priority Order for Percentage Pick6**

The %PO for Percentage Pick6 commences with those combinations involving the lowest numbered Race Entrant in the first Race, and continues in succession through the first Race numbers finishing with those combinations involving the highest numbered Race Entrant.

The %PO for those combinations with a common first Race number, commences with those combinations involving the lowest numbered Race Entrant in the second Race, and continues in succession through the second Race numbers.

The %PO for those combinations with common first and second Race numbers, commences with the lowest numbered Race Entrant in the third Race, and continues in succession through the third Race numbers.

The %PO for those combinations with common first, second and third Race numbers, commences with the lowest numbered Race Entrant in the fourth Race, and continues in succession through the fourth Race numbers.

The %PO for those combinations with common first, second, third and fourth Race numbers, commences with the lowest numbered Race Entrant in the fifth Race, and continues in succession through the fifth Race numbers.

The %PO for those combinations with common first, second, third, fourth and fifth Race numbers, commences with the lowest numbered Race Entrant in the sixth Race, and continues in succession through the sixth Race numbers.

### **Percentage Priority Order for Percentage Six Pack**

The %PO for Percentage Six Pack commences with those combinations involving the lowest numbered Race Entrant in first place, and continues in succession through first place numbers finishing with those combinations involving the highest numbered Race Entrant.

The %PO for those combinations with a common first place number, commences with those combinations involving the lowest numbered Race Entrant in second place, and continues in succession through the second place numbers.

The %PO for those combinations with common first and second place numbers, commences with the lowest numbered Race Entrant in third place, and continues in succession through the third place numbers.

The %PO for those combinations with common first, second and third place numbers, commences with the lowest numbered Race Entrant in fourth place, and continues in succession through the fourth place numbers.

The %PO for those combinations with common first, second, third and fourth place numbers, commences with the lowest numbered Race Entrant in fifth place, and continues in succession through the fifth place numbers.

The %PO for those combinations with common first, second, third fourth and fifth place numbers, commences with the lowest numbered Race Entrant in sixth place, and continues in succession through the sixth place numbers.

### **Percentage Priority Order for Boxed Multi**

The %PO for Percentage Boxed Multi Bets commences with all bets involving Component Option 1 (Com.Opt1) where Com.Opt1 is the first Option nominated by the investor, and Component Option 2 (Com.Opt2) is the second Option nominated by the investor etc. The chronological order of the Options being resulted has no relevance.

The %PO for those Multi bets involving Com.Opt1 commences with the Multi bet with Com.Opt2 only, and then continues with those Multi bets that also include Com.Opt2. The %PO for those Multi bets involving both Com.Opt1 and Com.Opt2 commences with those Multi bets involving Com.Opt3.

The %PO continues, exhausting those Multi bets involving the lowest numbered Component Options first, before ending the Multi bet that involves the highest numbered Component Options.

Example: For a Boxed Multi that contains 4 Component Options, where the Any 2, Any 3 and Any 4 Bet Combinations are selected, the %PO for the bets involved is as follows:

1-2 (where 1 is Com.Opt 1 and 2 is Com.Opt 2 etc.)

1-2-3

1-2-3-4

1-2-4

1-3

1-3-4

1-4

2-3

2-3-4

2-4

3-4

## APPENDIX 4

### FINAL FIELD DEDUCTION FORMULA

The nearest whole number percentage, using Swiss Rounding, obtained by dividing 80 by the product of the number of RBPs multiplied by the Odds for the Race Entrant at the time it was Scratched from a Race, provided the Odds are less than or equal to Maximum Deduction Odds

=  $80 / (\text{RBPs} \times \text{Odds})$  (Rounded to nearest whole number).

Maximum Deduction Odds shall be \$35.00

Example: Where a Race Entrant paying \$5.00 to Win and \$1.33 for a place (3 RBPs) is Scratched, the Return on successful Final Field Win Bets placed prior to that Scratching will be subject to a deduction of 16% ( $80 / (1 \times 5)$ ). Successful Final Field Place Bets will be subject to a deduction of 20% ( $80 / (3 \times 1.33)$ ).

# APPENDIX 5

## RULES RELATING TO BETTING TRANSACTIONS IN VICTORIA

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### TABLE OF CONTENTS

1. <u>INTERPRETATION</u>	183
2. <u>EFFECTIVE DATE, PURPOSE AND APPLICATION OF RULES</u>	
	187
3. <u>GENERAL CONDITIONS RELATING TO TRANSACTIONS AT OR THROUGH TOTALIZATOR OFFICES</u>	188
4. <u>CLOSING TIME FOR INVESTMENTS</u>	193
5. <u>PLACING OF INVESTMENTS</u>	193
6. <u>DIVIDEND AND REFUNDS PROCEDURES</u>	195
7. <u>CANCELLATION OF INVESTMENTS</u>	196
8. <u>NO-RACE, CANCELLED, POSTPONED OR ABANDONED EVENTS AND MEETINGS</u>	198
9. <u>DEAD HEATS</u>	199
10. <u>COUNTBACKS</u>	205
11. <u>DECLARATION OF LESS THAN THREE PLACINGS</u>	207
<u>APPENDIX: TOTALIZATOR WIN RATES</u>	208



# 1 INTERPRETATION

## 1.1 In these rules, if not otherwise inconsistent with the context:

- (a) **"Account"** means a facility that allows an identified Investor to establish a Credit Balance to be used for betting purposes and the credit of winnings and which allows deposits and withdrawals.
- (b) **"Act"** means the Gambling Regulation Act 2003 (Victoria), and regulations made thereunder, as the same may be amended from time to time, and any successor legislation and regulations which may be made from time to time for the regulation of Totalizator operations in Victoria.
- (c) **"Advertised Starting Time"** means the starting time of an Event as advised and or displayed from time to time by the Betting Operator or by the Controlling Body.
- (d) **"Betting Account"** means an Account which can be used by an Investor to make a Betting Account Investment.
- (e) **"Betting Account Centre"** means a Betting Account Centre of the Betting Operator.
- (f) **"Betting Account Investment"** means an Investment made against a Betting Account.
- (g) **"Betting Operator"** means the operator of the wagering licence pursuant to the Act and the NZRB, as the case maybe.
- (h) **"Betting Voucher"** means a betting voucher issued by the Betting Operator.
- (i) **"Bet Types"** means the types of Investment more particularly described in Rule 3.4.

- (j) "**Cash Outlet**" means any office at which the Betting Operator receives cash investments direct from the public.
- (k) "**Club**" means a racing club, harness racing or greyhound racing club.
- (l) "**Commission**" means the statutory deduction under the Act to be deducted from the amount paid into a Totalizator.
- (m) "**Competitor**" means any animal that is a competitor in any Event upon which the Betting Operator is accepting Investments.
- (n) "**Controlling Body**" means the body or authority controlling the conduct of the Event upon which a Totalizator is operating.
- (o) "**Credit Balance**" means the monetary value attributed to an Account from time to time comprising the amount deposited to open the Account together with the value of all monetary winnings and deposits credited to the Account less the value of all bets and withdrawals debited to the Account.
- (p) "**Dividend**" means the amount declared to be payable in respect of any Event and includes the unit of investment.
- (q) "**Event**" means a race nominated by the Betting Operator as being available for selection.
- (r) "**Internet Betting System**" means a web-site operated by the Betting Operator which receives Internet Investments.
- (s) "**Internet Investment**" means an Investment made on an Account via a web-site operated by the Betting Operator.
- (t) "**Investment**" means an amount of money which has been paid into a Totalizator in respect of any Event at a Meeting.

- (u) **"Investment Request"** means an offer of an Investment made by an Investor to the Betting Operator.
- (v) **"Investor"** means any person conducting or attempting to conduct a Transaction at or through a Totalizator Office.
- (w) **"List Number"** means the number given to a Selection by the Betting Operator.
- (x) **"Meeting"** means the venue and date upon which any Event upon which the Betting Operator is accepting Investments is conducted.
- (y) **"No Race"** means an Event in which no winners or placings are declared.
- (z) **"Password"** means the password selected by an Investor to access his or her Account in the Internet Betting System.
- (aa) **"PIN"** means Personal Identification Number or other means of identification in the form required by the Betting Operator.
- (bb) **"Pool"** means the amount of money paid into a Totalizator which, after adjustment in accordance with the Act and after any Refunds are made, is available by way of Dividend to Investors who have made the appropriate Selection on a Totalizator
- (cc) **"Racing Totalizator"** means a Totalizator conducted pursuant to the Act and for the purposes of these Rules includes Win, Place, Quinella.
- (dd) **"Refund"** means the amount of an Investment made in a Totalizator that is repayable to an Investor (whether wholly, which is referred to in these Rules as refund of the Investment, or partly, which is referred to in these Rules as refund of the Pool) in accordance with these Rules.

- (ee) **"Rules of Racing"** means the Rules of Racing for the time being in force of the Racing Victoria Ltd, Harness Racing Victoria, or of Greyhound Racing Victoria (as the case may be).
- (ff) **"Scratching"** means the withdrawal of a Competitor for any reason whatsoever prior to the start of the Event in which it is a Competitor.
- (gg) **"Selection"** means any animal or combination thereof nominated by the Betting Operator and available for an Investor to carry an Investment.
- (hh) **"Three Place Dividends Race"** means an Event which has a field of 8 or more Competitors at the time of official Scratchings on the Event, notwithstanding any late Scratching.
- (ii) **"Ticket"** means the printed ticket issued to an Investor by the Betting Operator.
- (jj) **"Totalizator"** means a scheme by which Dividends are calculated on the Betting Operator's computer system on a pari-mutuel basis and, for the purpose of these Rules, includes the Bet Types.
- (kk) **"Totalizator Office"** means any premises operated and/or occupied by or on behalf of the Betting Operator pursuant to the provisions of the Act and includes any Cash Outlet, Self-Service Terminal, Internet Betting System and Betting Account Centre.
- (ll) **"Transaction"** includes "bet", "wager", "deposit", "investment", "refund" and "withdrawal".
- (mm) **"Two Place Dividends Race"** means an Event which has a field of 5-7 Competitors at the time of official Scratchings on the Event, notwithstanding any late Scratching.

**1.2** Where the context permits, the singular includes the plural, references to gender or the neuter includes both genders and the neuter and references to persons are to natural persons.

**1.3** These Rules shall be governed and construed in accordance with the laws of the State of Victoria, Australia.

## **2 EFFECTIVE DATE, PURPOSE AND APPLICATION OF RULES**

**2.1** These Rules are made on 1 June 2007 and come into operation on 4 June 2007.

**2.2** The purpose of these Rules is to make provision for the management and control of Totalizators and the conditions under which Transactions will be conducted at or through Totalizator Offices and for matters incidental to the operation of the Act.

**2.3** A copy of these Rules shall be exhibited in each Cash Outlet in a position readily accessible to the public.

**2.4** These Rules shall apply to all Transactions conducted at or through a Totalizator Office.

### **3 GENERAL CONDITIONS RELATING TO TRANSACTIONS AT OR THROUGH TOTALIZATOR OFFICES**

#### **3.1 APPLICATION OF THE GAMBLING REGULATION ACT 2003 AND RULES OF THE CONTROLLING BODY**

- (a) Any Investor, or any person being on any premises at which the Betting Operator accepts Investments, shall be deemed to accept and be bound by the relevant provisions of the Act, copies of which shall be available at the Head Office of the Betting Operator on demand.
  
- (b) Transactions conducted at or through a Totalizator Office are subject where appropriate to the Rules of the Controlling Body of the Event, including the provisions in respect to the entry, acceptance, withdrawal, or disqualification of animals, to the running of races, the conduct of Meetings, to the powers of the stewards appointed by the relevant Controlling Body (including but not limited to the powers of stewards to request the disclosure of information pertaining to Accounts or Transactions) or any other tribunal, and to the procedures governing the operation of the Totalizators.
  
- (c) If the stewards appointed by the relevant Controlling Body request the disclosure of information pertaining to Accounts or Transactions, the Investor shall be deemed for the purposes of the Act to have consented to the Betting Operator providing such information to the stewards.

#### **3.2 PERSONS PROHIBITED FROM INVESTING**

- (a) Investments made by or on behalf of or deposits lodged by persons under the age of eighteen (18) years will not be accepted.

- (b) Dividends, Withdrawals or Refunds will not be paid or made to persons under the age of eighteen (18) years.
- (c) No person who is prohibited under or by virtue of the Rules of Racing from entering upon the premises of any racecourse shall enter upon the premises of a Totalizator Office or invest, or through an agent invest, at or through a Totalizator Office.
- (d) The Betting Operator may refuse to accept an Investment from any person who in the sole opinion of the Betting Operator is unruly, offensive, drunk or drugged, disorderly or acting to the detriment of the Betting Operator, its customers or its operations.

### **3.3 ACCEPTANCE, REJECTION AND LIMITATION OF INVESTMENTS**

- (a) Investments at or through any Totalizator Office will be accepted only for such Events or Meetings as the Betting Operator shall from time to time direct.
- (b) The Betting Operator or the person in charge at any Totalizator Office shall be entitled to reject part or all of any Investment at any time and without giving any reason.
- (c) The Betting Operator or the person in charge at any Totalizator Office shall be entitled to decline to cancel part or all of any Investment at any time where in the sole opinion of the Betting Operator or such person it would be detrimental to the Betting Operator, its customers or its operations to allow the Investor to cancel the Investment.

### **3.4 BET TYPES**

- (a) **"Place Bet"** is an Investment on an Event which in the case of a field that, as at the time of final Scratchings on the Event notwithstanding any late Scratching, consists of 8 or more or 5 - 7,

requires the Selection to finish in the first three or first two places respectively. It is not available if the field is 4 or less.

- (b) **"Quinella"** is an Investment on an Event on the chance that a combination of two Selections shall fill first and second places (irrespective of order) in that Event.
- (c) **"Win"** is an Investment on an Event on the chance that a Selection will fill first place in that Event.

### **3.5 LIMITATION OF BETTING OPERATOR'S LIABILITY**

- (a) The Betting Operator shall in no circumstances be liable for any loss or damage suffered or alleged to have been suffered by an Investor as a result of or arising out of or as a consequence of any of the following:
- (b) The refusal of admission to the Betting Operator's premises for whatever reason including but not limited to the publication whether verbally or otherwise of such reason by the Betting Operator.
- (c) An Investor's removal for whatever reason from the Betting Operator's premises whether or not such removal is made by the Betting Operator or the police or any other person, body, institution or corporation.
- (d) Except in the case of negligence by the Betting Operator, any personal injury suffered by an Investor as a result of having been on the Betting Operator's premises.
- (e) Any payment made to the bearer of an Account where an Investor alleges that the payment was made to the wrong person.
- (f) The unauthorised use of a PIN by any person whatsoever.



- (g) Failure by the Investor to rectify inaccurate or omitted Investment details when such details are read back or not read back to the Investor or are issued on or omitted from a Ticket.
- (h) Alleged inaccurate or omitted Investment details where the Investor is incoherent or offensive.
- (i) Telephone calls terminated by the Betting Operator.
- (j) Delivery of cheques or any transfer made to the bank account of an Investor.
- (k) Early or late closure of sales caused by any reason whatsoever.
- (l) Any systems, communication or equipment malfunction which is beyond the reasonable control of the Betting Operator.
- (m) The disclosure of transactions on an Investor's Account or the accuracy thereof where that disclosure is made by the Betting Operator under the Act or any law.
- (n) Reliance upon any inaccurate statement made by the Betting Operator in respect of any matter relating to the Investor or to the Betting Operator or to any Selections except where that inaccuracy is due to the negligence of the Betting Operator and the Betting Operator has not taken reasonable steps to correct that inaccuracy.
- (o) Reliance upon any inaccurate statement made by a person other than the Betting Operator in respect of any matter relating to the Investor or to the Betting Operator or to any Selections.
- (p) Reliance upon any inaccurate statement made by any person whatsoever (including the Betting Operator) in respect of any matter relating to the Investor or to the Betting Operator or to any Selections where such statement is manifestly inaccurate.

- (q) Reliance upon any tipping, form guide, or the like wherever situated.
- (r) Unauthorised use of the Investor's Account.
- (s) Alleged inaccurate or omitted Internet Investment details where the Investor has confirmed the Investment Request.
- (t) Use of, participation in or inability to obtain access to the web-site for the purpose of making an Internet Investment.
- (u) The Investor's computer becoming infected with a virus as a result of connecting to the web-site of the Betting Operator.
- (v) The Internet Investment is not received and processed by the Betting Operator.
- (w) Access by the Investor to any web-sites via links from the web-site of the Betting Operator.

## **4 CLOSING TIME FOR INVESTMENTS**

- (a) Subject to Rule 4(b), the close of sales for Investments on an Event is the start of the Event.
- (b) The Betting Operator may at its option close selling on an Event before the start of the Event (whether that is at, before or after the Advertised Starting Time of the Event) and without limiting the generality of the foregoing may do so in cases of systems, communication or equipment malfunction or where the Event starts on a day or at a time on which the Betting Operator is not accepting Investments.
- (c) The Betting Operator may at its option re-open selling on an Event which it has previously closed in accordance with Rule 4(b) or in the case of an Event which is re-run.
- (d) Any Investments accepted by the Betting Operator after the start of an Event shall be void and will be refunded to Investors.
- (e) It is the responsibility of an Investor to allow sufficient time for Investment before the close of sales on an Event.

## **5 PLACING OF INVESTMENTS**

### **5.1 GENERAL CONDITIONS**

- (a) Subject to Rule 4, Investments may be made during such times and for such Events as the Betting Operator may from time to time direct.
- (b) The Investor shall supply such information as may be required to identify clearly the Investment to be made on the Event concerned.
- (c) Investments will be accepted in the manner set out in this Rule 5 in Cash Outlets, or by telephone, or other approved means against a Credit Balance.

## **5.2 BETTING ACCOUNT AND CASH OUTLET INVESTMENTS**

- (a) In Cash Outlets, only Betting Vouchers, bank notes and coins, will be accepted as payment for Investments.
- (b) Subject to the provisions of Rule 7(a) the Investor shall be deemed to accept the Investment confirmed to him, unless:
  - (i) In the case of a Betting Account Investment, the Investor corrects any error or omission at the conclusion of the call back; or
  - (ii) In the case of Cash Outlets, the Investor corrects any error or omission immediately after the issue of the Ticket.
- (c) In the case of a Betting Account Investment using interactive voice response technology:
  - (i) An Investor shall satisfy himself or herself that all the details of the Investment as entered by the Investor are correct prior to confirming the Investment;
  - (ii) Upon confirmation of the Investment by the Investor the Betting Operator will make reasonable endeavours to confirm to the Investor that the Investment has been accepted by the Betting Operator;
  - (iii) An Investment is considered to have been accepted by the Betting Operator when it is recorded by the Betting Operator's host computer regardless of whether the Investor receives confirmation from the Betting Operator.
  - (iv) In accordance with Rule 7, an Investment may not be cancelled after it has been accepted by the Betting Operator.

### **5.3 INTERNET BETTING GENERAL RULES**

- (a) By making an Investment via any means of communication provided by the Betting Operator, the Investor warrants that he or she is 18 years of age or over and that making of the Investment does not violate any international, federal, state or local laws.

## **6 DIVIDENDS AND REFUNDS PROCEDURES**

### **6.1 GENERAL**

- (a) Subject to these Rules any Dividend won by or Refund made to an Investor shall be paid to that Investor in the Betting Operator's sole discretion either in cash, by cheque or Betting Voucher or by the crediting of the value of the Dividend or Refund to an Account.
- (b) The Betting Operator shall not be obliged to make payment of any Dividend or Refund until an Investor has provided any documentation and information as the Betting Operator may reasonably require.
- (c) The Betting Operator will use its best reasonable endeavours to ensure that Dividends will be available for payment or crediting immediately after the official result of an Event is received by it.
- (d) Notwithstanding Rule 6.1(c), if the Betting Operator's offices are not open at the time a Dividend or Refund is determined or if unforeseen circumstances arise, determination of the Dividend and/or payout may be delayed at the sole option of the Betting Operator.
- (e) Any Dividend or Refund miscalculated by the Betting Operator shall be void and the incorrect amount of the Dividend or Refund shall be treated as a debt owed by or credit due to the Investor, as the case may be, and the Betting Operator reserves the right to

make appropriate amendments to Investor's Accounts without notice to Investors.

- (f) If the official results of any Event are amended by the Controlling Body after Dividend declaration and commencement of payment, then the original Dividend will stand and no other Investors will be entitled to a Dividend.
- (g) In a **Two Place Dividends Race** the Pool shall be divided into two equal parts one of which shall be divided amongst the Investors on the winner and the other amongst the Investors on the second placing
- (h) In a **Three Place Dividends Race** the Pool shall be divided into three equal parts and one part shall be divided amongst the Investors on the winner, one part amongst the Investors on the second placing and the remaining part amongst the Investors on the third placing.

## 7 CANCELLATION OF INVESTMENTS

- (a) Subject to the exceptions set out in Rules 3.3(c), 7(b), 7(c), and 7(d), an Investor may cancel an Investment and obtain a Refund of that Investment at any time prior to the close/sell time of the Event concerned.
- (b) If an Investment is for **Win, Place** and **Quinella** Bet Types, an Investor may only cancel that Investment:
  - (i) In the case of Investments made through a human operator in a Cash Outlet:
    - I. If the Investment relates to the first race of a meeting

up to thirty (30) minutes prior to the Advertised Starting Time of the Event, the Investment may be cancelled at any time;

II. If the Investment relates to the first race of the meeting

within thirty (30) minutes of the Advertised Starting Time of the Event to which the Investment relates, the Investment may be cancelled at the first practical moment immediately following the discovery of an error made by either the Betting Operator or the Investor provided that the error is brought to the attention of the Betting Operator within two (2) minutes of the time the Investment was originally made, or a lesser time as determined by the Betting Operator, or close sell time, whichever occurs first;

III. If the Investment relates to any other race of a meeting

up until the actual start of the previous race at that meeting, the Investment may be cancelled at any time;

IV. If the Investment relates to any other race of the meeting after the actual start of the previous race to which the Investment relates

the Investment may be cancelled at the first practical moment immediately following the discovery of an error made by either the Betting Operator or the Investor provided that the error is brought to the attention of the betting Operator within two (2) minutes of the time the Investment was originally made, or a lesser time as determined by the Betting Operator, or close sell time, whichever occurs first;

V. If the Investment relates to an Event where the previous race has been abandoned

up until the Advertised Race Start Time of the previous Event at that meeting, the Investment may be cancelled at any time;

- (ii) The Betting Operator must provide reasonable notice to Investors before implementing any new “lesser time” cancellation period referred to in Rules 7(b)(i)I and 7(b)(i)II
- (iii) In the case of a Betting Account Investment made through a human operator, before the conclusion of the telephone call during which the Investment was originally made, or before any further Investment is made, whichever occurs first.

[In the cases referred to in 7(b)(i)II, 7(b)(i)IV and 7(b)(iii) the investment details may be corrected, but a refund may not be obtained];

- (c) Internet Investments may not be cancelled after the Investment has been accepted by the Betting Operator.
- (d) Betting Account Investments which are transacted using interactive voice response may not be cancelled after the Investment has been accepted by the Betting Operator.

## **8 NO-RACE, CANCELLED, POSTPONED OR ABANDONED EVENTS AND MEETINGS**

- (a) For the purpose of Pools of the following Bet Types
  - (i) the minimum number of Competitors required in order for a Racing Totalizator to be conducted on an Event; and
  - (ii) the minimum number of Competitors which must remain in an Event (or in the case of a Bet Type consisting of more than one Event, then which must remain in at least one of the Events on which that Bet Type is conducted) after sales for a Racing Totalizator have opened in order for the Event not to be regarded as abandoned, shall be-

**Win – 2**



**Place – 5**

**Quinella – 3**

- (b) If a Meeting or Event has been cancelled, abandoned or postponed to a later date or declared a 'no-race' and not subsequently re-run, all Investments made in connection with that Meeting or Event shall be refunded.

## **9 DEAD HEATS**

### **9.1 WIN**

In the event of a dead heat for first place in a **Win**:

- (a) The Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
- (b) Each of those parts shall be treated separately; and
- (c) Dividends shall be calculated by dividing each of those parts amongst the Investors on each backed Selection.

### **9.2 PLACE**

#### **9.2.1 TWO PLACE DIVIDENDS RACE**

- (a) In the event of a dead heat for first place -
  - (i) the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
  - (ii) each part so determined shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.

- (b) Where two or more Selections run a dead heat for second place -
  - (i) one half of the Pool shall be divided amongst the Investors on the winner;
  - (ii) one half of the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
  - (iii) each part determined as described in sub-paragraph (ii) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.
  
- (c) Where two or more Selections run a dead heat for second place and there are no Investors on the winner -
  - (i) the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
  - (ii) each part so determined shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.

### **9.2.2 THREE PLACE DIVIDENDS RACE**

If

- (a) Three or more Selections run a dead heat for first place -
  - (i) the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
  - (ii) each part so determined shall be treated separately; and
  - (iii) Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.

- (b) Two Selections run a dead heat for first place -
  - (i) one third of the Pool shall be divided amongst the Investors on one of the Selection running the dead heat;
  - (ii) one third of the Pool shall be divided amongst the Investors on the other Selection running the dead heat; and
  - (iii) one third of the Pool shall be divided amongst the Investors on the third placing.
  
- (c) Two Selections run a dead heat for first place and only one of those Selections has been backed -
  - (i) one half of the Pool shall be divided amongst the Investors on the backed Selection running the dead heat;
  - (ii) one half of the Pool shall be divided amongst the Investors on the third placing.
  
- (d) Two or more Selections run a dead heat for second placing -
  - (i) one third of the Pool shall be divided amongst the Investors on the winner;
  - (ii) two thirds of the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
  - (iii) each part determined as described in sub-paragraph (ii) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.
  
- (e) Two or more Selections run a dead heat for second place and only one of those Selections has been backed -

- (i) one half of the Pool shall be divided amongst the Investors on the winner; and
  - (ii) one half of the Pool shall be divided amongst the Investors on the backed Selection running the dead heat.
- (f) Two or more Selections run a dead heat for third place -
- (i) one third of the Pool shall be divided amongst the Investors on the winner;
  - (ii) one third of the Pool shall be divided amongst the Investors on the second placing;
  - (iii) one third of the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
  - (iv) each part determined as described in sub-paragraph (iii) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.

### **9.3 QUINELLA**

- (a) If two Selections run a dead heat for first place the Pool shall be divided amongst the Investors on the combination of the two Selections running the dead heat.
- (b) If two Selections run a dead heat for first place and the combination referred to in Rule 9.3(a) is not backed -
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of one of the Selections running the dead heat and the third placing;

- (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (c) If two Selections run a dead heat for first place and the combinations referred to in Rule 9.3(b) have not been backed and there is a dead heat for third place between two or more Selections -
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of one of the Selections running the dead heat for first place and one of the Selections running the dead heat for third place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (d) If three or more Selections run a dead heat for first place -
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of any two Selections running the dead heat;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (e) If two or more Selections run a dead heat for second place -
  - (i) the Pool shall be divided into as many equal parts as there are backed combinations of the winner and one of the Selections running the dead heat for second place;

- (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (f) If two or more Selections run a dead heat for second place and the combinations referred to in Rule 9.3(e) are not backed -
- (i) the Pool shall be divided into as many equal parts as there are backed combinations of two of the Selections running the dead heat for second place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (g) If the combination of the winner and the second placing is not backed and two or more Selections run a dead heat for third place.
- (i) the Pool shall be divided into as many equal parts as there are backed combinations of the winner and one of the Selections running the dead heat for third place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (h) If the combination of the winner and the second placing is not backed and two or more Selections run a dead heat for third place but the combinations referred to in Rule 9.3(g) are not backed -

- (i) the Pool shall be divided into as many equal parts as there are backed combinations of the second placing and one of the Selections running the dead heat for third place;
  - (ii) each part so determined shall be treated separately; and
  - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (i) The Pool shall be refunded to the Investors if none of the alternative combinations referred to in this Rule 9.3 have been selected.

## **10 COUNTBACKS**

### **10.1 NO INVESTMENT ON WINNER**

- (a) If no Investor has Selected the winner in a **Win**, the Pool shall be refunded to the Investors.

### **10.2 COUNTBACKS**

- (a) In the event of there being no Investor on the appropriate Selections for the **Place** the alternative combinations in order of precedence for the distribution of the Pool shall be:

#### **10.2.1 PLACE**

##### **10.2.1.1 TWO PLACE DIVIDENDS RACE**

- (a) The other placed Selection;

##### **10.2.1.2 THREE PLACE DIVIDENDS RACE**

- (a) If one of the placed Selections has not been backed, the Pool shall be divided into two equal parts which shall be divided amongst the Investors on each of the placed Selections which have been backed; and
- (b) if two of the placed Selections have not been backed, the Pool shall be divided amongst the Investors on the placed Selection which has been backed;
- (c) and the Pool shall be refunded to the Investors if these alternative combinations have also not been Selected.

### **10.2.2 QUINELLA**

- (a) the winner and the third placing;
- (b) the second placing and the third placing;
- (c) and the Pool shall be refunded to the Investors if these alternative combinations have also not been Selected.

## **11 DECLARATION OF LESS THAN THREE PLACINGS**

### **11.1 QUINELLA**

If:

- (a) one winner only is declared; and
- (b) no second or third placing is declared;

the Pool shall be divided amongst the Investors on the combination of the winner and any other Selection in the Event irrespective of order.



## Appendix

### TOTALIZATOR WIN RATES (Return to Investor)

#### 1. Totalisator Win Rates (Return to Investor) Racing (parimutuel)

<b>Bet Type</b>	<b>Win Rate (%)</b>
Win	85.50
Place	85.75
Quinella	85.25

## APPENDIX 6

### 1. ADDITIONAL BETTING RULES SPECIFIC TO COMMINGLING AS A GUEST WITH TABCORP

#### **(a) Minimum dividend for Win, Place, Quinella, Trifecta, First4 and Quaddie**

The Board will pay a minimum dividend of \$1.00 for the Win, Place, Quinella, Trifecta, First4 or Quaddie pools in the circumstances where Tabcorp pays a minimum dividend of \$1.04 for those pools.

#### **(b) Statutory deduction – Quinella**

The statutory deduction for commingled Quinella pools will be 17.50%.

Where a pool is scheduled to be commingled, but the Board decides to un-commingle the pool before any betting data is exchanged with Tabcorp, then the statutory deduction for that Quinella pool will be the statutory deduction as listed in APPENDIX 1.

#### **(c) Statutory deduction – First4**

The statutory deduction for commingled First4 Pools will be 22.50%.

Where a Pool is scheduled to be commingled, but the Board decides to un-commingle the pool before any betting data is exchanged with Tabcorp, then the statutory deduction for that First4 pool will be the statutory deduction as listed in APPENDIX 1

**(d) Statutory deduction – Quaddie**

The statutory deduction for commingled Quaddie Pools will be 20.00%.

Where a Pool is scheduled to be commingled, but the Board decides to un-commingle the pool before any betting data is exchanged with Tabcorp, then the statutory deduction for that Quaddie pool will be the statutory deduction as listed in APPENDIX 1.

**(e) Statutory deduction – Trifecta**

The statutory deduction for commingled Trifecta Pools will be 20.00%.

Where a Pool is scheduled to be commingled, but the Board decides to un-commingle the pool before any betting data is exchanged with Tabcorp, then the statutory deduction for that Trifecta pool will be the statutory deduction as listed in APPENDIX 1.

**(f) Statutory deduction – Win**

The statutory deduction for commingled Win Pools will be 14.5%.

Where a Pool is scheduled to be commingled, but the Board decides to un-commingle the pool before any betting data is exchanged with Tabcorp, then the statutory deduction for that Win pool will be the statutory deduction as listed in APPENDIX 1.

**(g) Statutory deduction – Place**

The statutory deduction for commingled Place Pools will be 14.25%.

Where a Pool is scheduled to be commingled, but the Board decides to un-commingle the pool before any betting data is exchanged with Tabcorp, then the statutory deduction for that Place pool will be the statutory deduction as listed in APPENDIX 1.

## Amendments to the Betting Rules of the New Zealand Racing Board

<b>Date</b>	<b>Page Number</b>	<b>Section</b>	<b>Resolution</b>
10/01/05	65 – 67	11.6.1, 11.6.4, 11.6.5	Resolution of the NZ Racing Board That under Section 52 of the Racing Act 2003, the NZ Racing Board amend the betting rules by deleting the existing rules 11.6.1, 11.6.4 and 11.6.5 and replacing them with the following. The amendments are to come into effect on Monday 10 January 2005.
16/01/06	9,10,12,13, 16-18, 23, 25, 33, 84-85, 102, 103,104,105, 106,108,109, 110,111,112, 115-116, 118, 121, 122 - 125	3.1, 4.3, 4.15, 4.16, 5.2, 6, 6.6, 7.11, 8.2, 10.7.2, 12.10, 14.15, 15.1, 15.4, 15.5, 15.7, 15.8, 15.10, 15.12, 15.15, 15.16, 15.19, 15.21, 16.9, Appendix 1, Appendix 2, Appendix 3	Pursuant to Section 52 the Racing Act 2003 the New Zealand Racing Board hereby gives notice of the following amendments to the Betting Rules by amending 3.1, 4.3, 4.15, 4.16, 5.2, 6, 6.5, 6.6, 7.11, 8.2, 12.10, 15.5, 15.8(a)(d), 15.10(d), 15.12, 15.21, 16.9, Appendix 1, Appendix 2, Appendix 3, and the new addition to rules 10.7.2(c), 14.15(a) (b), 15.1 (c), 15.4(e),15.7(c), 15.8(e), 15.15(d), 15.16(d), 15.19(c), These Rules come into force on 16th January 2006.
01/08/06	117 - 118	Appendix 1	Pursuant to Section 52 of the Racing Act 2003, the NEW ZEALAND RACING BOARD hereby gives notice of the following amendment to the Betting Rules. Second table of Appendix 1 is amended and a rider added. This amendment to come into effect on Tuesday, 1st August 2006.
13/11/06	6, 9, 10, 33, 35, 81, 98, 114, 118	3.1, 4.1, 4.12, 10.7, 10.8, 12.3, 14.6, 16.4, Appendix 1	Pursuant to Section 52 of the Racing Act 2003, the NEW ZEALAND RACING BOARD hereby gives notice of the following amendment to the Betting Rules by amending 4.1, 10.8.5, 12.3(c), 14.6(f), 16.4, Appendix 1 first table; and the new addition to rules 3.1(r), 4.12, 10.7.2(d). These rules come into force on 13th November 2006.

<b>Date</b>	<b>Page Number</b>	<b>Section</b>	<b>Resolution</b>
04/06/07	13, 15, 31, 32, 38 – 40, 66, 68, 122, 131 – 157, 158	4.16, 5.1, 10.5, 10.6, 10.10, 11.7, Appendix 1, Appendix 5, Appendix 6	Pursuant to Section 52 of the Racing Act 2003, the NEW ZEALAND RACING BOARD hereby gives notice of the following amendment to the Betting Rules by amending 4.16(g), 5.1(e), 11.7.1(b), 11.7.4(b), Appendix 1 second table; and the new additions to rules 4.16(h), 10.5, 10.6(a)(iii), 10.6(a)(iv), 10.6(a)(ix), 10.10, 11.7.4(c), Appendix 5, Appendix 6. These rules come into force on Monday 4 <sup>th</sup> June 2007.
01/08/07	6, 7, 9, 19-22, 24-25, 27, 30, 125, 126-127	3.1, 7.1, 7.2, 7.3, 7.47.6, 7.13, 8, 8.2, 9, 9.1, 9.3, Appendix 1, Appendix 2	Pursuant to Section 52 of the Racing Act 2003, the NEW ZEALAND RACING BOARD hereby gives notice of the following amendment to the Betting Rules by amending 3.1(l), 7.1, 7.2(e), 7.4, 7.6, 7.13, 8, 8.2(b), 9, 9.1, 9.3, Appendix 1 first and second table, Appendix 2, and the new additions to rules 3.1(e), 3.1(gg), 7.3. These rules come into force on Wednesday 1 August 2007.
17/12/07	6, 14, 20-23, 34, 36, 44-47, 49, 51, 52, 56, 57, 58, 61-63, 66, 69, 72, 75, 77, 78, 82, 84-86	3.1, 4.19, 7.3, 7.4, 7.5, 7.8, 10.6, 10.7, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 11.10, 11.11	Pursuant to Section 52 of the Racing Act 2003, the NEW ZEALAND RACING BOARD hereby gives notice of the following amendment to the Betting Rules by amending 7.3(b)(iii), 7.3(b)(v), 7.4(c), 7.5(a), 7.8(a), 10.6(a)(vi), 10.6(a)(xii), 10.6(a)(xiii), 10.6(a)(xiv), 10.6(a)(xv), 10.7(a), 10.7(b), 11.1.5(b), 11.1.5(c), 11.1.10, 11.1.11, 11.2.5(c), 11.2.6, 11.2.11, 11.2.12, 11.3.5(b), 11.3.5(c), 11.3.7, 11.3.10(c), 11.4.1(a), 11.4.5(c), 11.4.8(a), 11.4.8(e), 11.5.4(b), 11.5.7, 11.6.7, 11.7.7, 11.8.7, 11.9.7, 11.9.8, 11.10.9, 11.10.10, 11.11.7, 11.11.8, and the new additions to rules 3.1(h), 4.19, 7.3(b)(i), 7.4(b), 10.6(a)(viii), 11.2.5(b), 11.4.5(b). These rules come into force on Monday 17 December 2007.

<b>Date</b>	<b>Page Number</b>	<b>Section</b>	<b>Resolution</b>
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8/09/08	40-42	10.10.1, 10.10.2, 10.10.4, 10.10.5	Pursuant to Section 52 of the Racing Act 2003, the NEW ZEALAND RACING BOARD hereby gives notice of the following amendment to the Betting Rules by amending 10.10.1 (Interpretation), 10.10.2(a), 10.10.4(a), 10.10.4(b), 10.10.5 (heading) and the new additions to rules 10.10.2(b), 10.10.5(b) and 10.10.5(c)
10/11/08	11, 14, 32,88-89, 94-97, 101	4.9, 4.18, 9.5, 12.1, 12.12, 13.2.7	Pursuant to Section 52 and Section 54 of the Racing Act 2003, the NEW ZEALAND RACING BOARD hereby gives notice of the following amendment to the Betting Rules by amending 4.9, 4.18, 9.5, 12.1, 13.2.7 and the new additions to the rules 12.12(a) – (s). These rules come into force on 10 November 2008.
01/12/08	33, 35, 86-92, 137, 141-142, 174	10.5, 10.6, 11.12, Appendix 1, Appendix 3, Appendix 6	Pursuant to Section 52 of the Racing Act 2003, the NEW ZEALAND RACING BOARD hereby gives notice of the following amendment to the Betting Rules by amending 10.5, 10.6(a), Appendix 1, Appendix 3, Appendix 6, the new addition to the Rules 10.6(a)(xvi) and new Rule 11.12. These Rules come into force on 1 December 2008.
12/01/09			Pursuant to Section 52 of the Racing Act 2003, the NEW ZEALAND RACING BOARD hereby gives notice of the following amendment to the Betting Rules by amending 10.5, 10.6(a),10.6(b), 10.7 (b), 11.1.6, 11.2.7,11.3.6, 11.4.7, 11.12.5 (d), Appendix 1, Appendix 3, Appendix 6, and new Rule 11.13 These Rules come into force on 12 January 2009.

<b>Date</b>	<b>Page Number</b>	<b>Section</b>	<b>Resolution</b>
09/03/09	46, 51, 100, 102, 120, 123, 181-182	11.1.7, 11.2.8, 12.1, 12.4, 14.1, 14.8, Appendix 6	Pursuant to Section 52 and Section 54 of the Racing Act 2003, the NEW ZEALAND RACING BOARD hereby gives notice of the following amendment to the Betting Rules by amending 11.1.7(a), 11.2.8(a), 12.1, 14.1, Appendix 6 and the new Rules 12.4 and 14.8. These Rules come into force on 9 March 2009.
27/04/09	32, 74-79	10.1, 11.8.1, 11.8.4, 11.8.5, 11.8.7, 11.8.8, 11.8.9	Pursuant to Section 52 of the Racing Act 2003, the NEW ZEALAND RACING BOARD hereby gives notice of the following amendment to the Betting Rules by amending 10.1, 11.8.1, 11.8.4(a), 11.8.4(b), 11.8.5(b), 11.8.7 and the new Rules 11.8.5(c), 11.8.8 and 11.8.9. These Rules come into force on 27 April 2009.
18/05/09	9, 12, 46-54, 158-159	3.1, 4.9, 10.11, Appendix 1	Pursuant to Section 52 of the Racing Act 2003, the NEW ZEALAND RACING BOARD hereby gives notice of the following amendment to the Betting Rules by amending 3.1, 4.9, Appendix 1 and the new Rules 10.11. These Rules come into force on 18 May 2009.
10/08/09	7, 13, 28, 33, 40, 55, 59-60, 65, 71, 77, 79-80, 82, 85, 91, 93-94, 97-98, 101-102, 108	3.1, 4.15, 8.2, 10.2, 10.8.5, 11.1.1, 11.2.1, 11.3.1, 11.4.1, 11.5.1, 11.6.1, 11.7.1, 11.8.1, 11.9.1, 11.10.1, 11.11.1, 11.12.1, 11.13.1.	Pursuant to Section 52 of the Racing Act 2003, the New Zealand Racing Board hereby gives notice of the following amendment to the Betting Rules by amending 3.1, 4.15, 8.2(b), 10.2, 10.8.5, 11.1.1, 11.2.1, 11.3.1, 11.4.1, 11.5.1, 11.6.1, 11.7.1, 11.8.1, 11.9.1, 11.10.1, 11.11.1, 11.12.1, and 11.13.1. These Rules come into force on 10 August 2009.

<b>Date</b>	<b>Page Number</b>	<b>Section</b>	<b>Resolution</b>
14/09/09	133-154	Rules 14 and 15	Pursuant to Section 54 of the Racing Act 2003, the New Zealand Racing Board hereby gives notice of the following amendment to the Betting Rules by amending Rule 14 Conditions Applicable to Fixed Odds Betting and Rule 15 Sport Specific Rules. These Rules come into force on 14 September 2009.
01/12/09	17-18	5.2, 5.3	Pursuant to Section 52 of the Racing Act 2003, the New Zealand Racing Board hereby gives notice of the following amendment to the Betting Rules by amending 5.2(c) and the new Rule 5.3.
28/01/10	6-8, 34, 115-116, 124-126	3.1, 10.1, 12.1, 12.14, 12.15, 12.16	Pursuant to Section 52 of the Racing Act 2003, the NZ Racing Board hereby gives notice of the following amendment to the Betting Rules by amending 3.1, 10.1 and 12.1; and the new Rules 12.14, 12.15 and 12.16. These Rules come into force on 28 January 2010.
18/02/10	147	15.7	Pursuant to Section 54 of the Racing Act 2003, the New Zealand Racing Board hereby gives notice of the following amendment to the Betting Rules by the addition of new Rule 15.7. These Rules come into force on 18 February 2010.
09/06/10	126,144,150,153-154,157	12.17, 14.17, 15.10, 15.12, 15.19	Pursuant to Sections 52 & 54 of the Racing Act 2003, the NZ Racing Board hereby gives notice of the following amendment to the Betting Rules by amending 15.10(n), and 15.12(c), and by the addition of the new Rules 12.17, 14.17, 15.12(d), 15.12(e), 15.12(f), 15.12(g), 15.12(h), 15.12(i) and 15.19. These Rules come into force on 9 June 2010.
01/10/10	44, 153, 166	10.10.1, 15.12, Appendix 1	Pursuant to Sections 52 and 54 of the Racing Act 2003, the NZ Racing Board hereby gives notice of the following amendment to the Betting Rules by amending 10.10.1 and Appendix 1, and the addition of new Rule 15.12. These Rules come into force on 1 October 2010.



22/11/10	37, 38, 93, 98, 100, 112	10.6, 11.9.6, 11.10.8, 11.11.6, 11.13.6	Pursuant to Section 52 of the Racing Act 2003, the NZ Racing Board hereby gives notice of the following amendment to the Betting Rules by amending 10.6(b), 11.9.6, 11.10.8, 11.11.6 and 11.13.6. These Rules come into force on 22 November 2010.
12/04/11	7, 8, 21, 25, 113-114, 116-117, 137-138, 144, 162, 167	3, 7.2, 7.9, 12.1, 12.2, 12.5, 14.1, 14.16, 16.1, Appendix 1.	Pursuant to Sections 52 and 54 of the Racing Act 2003, the NZ Racing Board hereby gives notice of the following amendment to the Betting Rules by amending 3(s), 3(x), 7.2(b), 7.9, 12.1, 14.1, 14.16, 16.1, Appendix 1, and the addition of new Rules 12.1 and 12.5. These Rules come into force on 12 April 2011.
25/07/11	137-138, 144-146, 149-150, 161, 153-164	14.1, 14.16, 15.5, 15.21, 15.27	Pursuant to Section 54 of the Racing Act 2003, the NZ Racing Board hereby gives notice of the following amendment to the Betting Rules by amending 14.1, 15.5, 15.21, 15.27 and the addition of new Rule 14.16. These Rules come into force on 25 July 2011.
30/08/11	21, 23, 29-30, 173	7.2, 7.4, 8.2, 8.4, Appendix 2	Pursuant to Section 52 of the Racing Act 2003, the NZ Racing Board hereby gives notice of the following amendment to the Betting Rule by amending 7.2(d), 7.4(d), 8.2, 8.2(d), 8.4 and Appendix 2.
03/03/12	115, 120, 181	12.2, 12.13, Appendix 4.	Pursuant to Sections 52 of the Racing Act 2003, the NZ Racing Board hereby gives notice of the following amendment to the Betting Rules by amending 12.2, 12.13 and Appendix 4. These Rules come into force on 03 March 2012.