

Betting Rules Amendment Notice (No.2) 2022

Pursuant to section 76 of the Racing Industry Act 2020, TAB New Zealand hereby gives notice of the following amendments to the Betting Rules published as a Supplement to the [New Zealand Gazette, 25 August 2003, No. 113, page 2981](#).

Deleted words are ~~struck out and in red~~.

Inserted words are underlined and in red.

These amendments to the Betting Rules are as follows:

10 GENERAL RULES RELATING TO TOTALISATOR RACE INVESTMENTS

[DELETE]

...

10.10 Commingling

10.10 Commingling

~~TAB may commingle certain betting pools with other totalisator betting organisations. TAB is authorised to do this under Section 88 of the Act.~~

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 TAB 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.~~

~~"Hub" is an Intermediate Host that transmits the bets on behalf of the Guest to the Host~~

~~"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) TAB may act as a Host Commingling Partner.~~

~~(b) Commingling Partners that may Guest into the TAB Merged pool are listed in Rule 10.10.6.~~

~~(c) When acting as a Host, the Rules of the TAB remain unchanged.~~

~~(d) TAB 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) TAB 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 TAB may bet into a Merged Pool of a Commingling Partner as listed in Rule 10.10.6.~~

~~(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 TAB's General Betting Rules. The Betting Rules of the Host are listed in the appropriate Commingling Partner Appendix as defined in Rule 10.10.6.~~

~~(c) Irrespective of the Controlling Body TAB's Betting Rule 4.16(g) that relate to the cancellation of totalisator bets will apply to Commingled bets.~~

~~(d) Any additional betting rules relating to Commingling that are not specifically covered in TAB's General Betting Rules or the Host's Betting Rules are listed in APPENDIX 5.~~

- ~~(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 5 Rule 1(a) dividends paid will be the same in both the Host and Guest jurisdictions.~~
- ~~(h) TAB 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 as Hub

- ~~(a) The TAB may bet into a Merged Pool of a Commingling Partner as listed in Rule 10.10.6 via a Hub~~
- ~~(b) Subject to Rules 10.10.3(c) and 10.10.3(d), when Commingling as a Hub, the Betting Rules of the Host jurisdiction as they apply to the commingled pools will apply and will override the equivalent rule in TAB's General Betting Rules. The Betting Rules of the Host are listed in the appropriate Commingling Partner Appendix as defined in Rule 10.10.6~~
- ~~(c) Irrespective of the Controlling Body TAB's Betting Rule 4.16(g) that relate to the cancellation of totalisator bets will apply to Commingled bets.~~
- ~~(d) If the Hub is separated from the Host the Hub rules will apply in relation to "Three Place Dividends" Race as set out in APPENDIX 4~~
- ~~(e) The Hub may act as a Hub for more than one Guest.~~
- ~~(f) All pool total information will be expressed in New Zealand Dollars.~~
- ~~(g) Subject to APPENDIX 5 Rule 1(a) dividends paid will be the same in both the Host and Guest jurisdictions.~~
- ~~(h) TAB 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.~~

10.10.5 Commingling emergency procedures

- ~~(a) TAB 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 TAB will declare the dividend calculated on the value of the total investments made with TAB and may not include any value of investments notified by the Commingling Partner.~~

10.10.6 Commingling Partners

- ~~(a) Tabcorp Manager Pty Limited. For Tabcorp (Victoria) specific commingling betting rules refer to APPENDIX 4.~~
- ~~(b) Sportech Racing LLC~~
- ~~(c) Phumelola Gold Enterprises.~~
- ~~(d) HKJC Horse Race Betting Limited. For Hong Kong specific commingling betting rules refer to: hkjc.com/english/betting/betting_rule.htm~~

10.10.7 Hubbing Partners

- ~~(e) Tabcorp Manager Pty Limited. For Tabcorp (Victoria) specific commingling betting rules refer to APPENDIX 4.~~

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10.10 Commingling

TAB may commingle certain betting pools with other totalisator betting organisations, in accordance with section 88 of the Act.

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 (or other totalisator organisations).

"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.

"Host Rules" means the betting rules of a Host as outlined on the TAB's website.

"Hub" is an Intermediate-Host that transmits the bets on behalf of the Guest to the Host.

"Hub Rules" means the betting rules of a Hub as outlined on the TAB's website.

“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).

“TAB Minimum Dividend” means not less than \$1.00 for all totalisator bet types.

“TAB Rules” means these Rules.

10.10.2 Commingling as Host

(a) The TAB may act as a Host.

(b) When acting as a Host, the TAB Rules remain unchanged.

(c) All pool information will be expressed in New Zealand Dollars.

(d) Subject to Rule 10.10.2(e), dividends will be the same in both the Host and Guest(s) jurisdictions.

(e) Where any minimum dividend provisions are activated, the TAB will pay the TAB Minimum Dividend.

(f) TAB 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 TAB may bet into a Merged Pool of a Commingling Partner.

(b) Subject to Rule 10.10.3(c) and (g), when Commingling as a Guest, the Host Rules will override anything to the contrary in the TAB Rules (including the deductions that apply to each Merged Pool). The TAB will make any relevant Host Rules available on its website.

(c) Irrespective of the Host Rules, Rule 4.17 (Cancellation of Investments) of the TAB Rules applies.

(d) The Host Commingling Partner may have other Guests betting into the Merged Pool.

(e) All pool information will be expressed in New Zealand Dollars

(f) Subject to Rule 10.10.3(g), dividends will be the same in both the Host and Guest(s) jurisdictions.

(g) Where any minimum dividend provisions are activated, the TAB will pay the TAB Minimum Dividend.

(h) TAB 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 via a Hub

(a) The TAB may bet into a Merged Pool of a Commingling Partner via a Hub (or into a Merged Pool where the Commingling Partner acts as a Hub).

(b) Subject to Rule 10.10.4(c) and (g), when Commingling via a Hub, the Host Rules will override anything to the contrary in the TAB Rules (including the deductions that apply to each Merged Pool). The TAB will make any relevant Host Rules available on its website.

(c) Irrespective of the Host Rules, Rule 4.17 (Cancellation of Investments) of the TAB Rules applies.

(d) If the Hub is separated from the Host, the Hub Rules will apply.

(e) The Hub may act as a Hub for more than one Guest.

(f) Subject to Rule 10.10.4(g), dividends will be the same in both the Host and Guest(s) jurisdictions.

(g) Where any minimum dividend provisions are activated, the TAB will pay the TAB Minimum Dividend.

(h) TAB 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.

10.10.5 Commingling Emergency Procedures

(a) TAB may separate its betting pool from the Commingling Partner before or 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 TAB will declare the dividend calculated on the value of the total investments made with TAB (or with the Hub as the case may be) and, for the avoidance of doubt, in accordance with Rule 10 (General Rules Relating To Totalisator Race Investments), Rule 11 (Conditions Applicable to Totalisator Race Bet Types), and the TAB’s statutory deductions (or in accordance with the Hub Rules as the case may be), and may not include any value of investments notified by the Commingling Partner.

10.10.5 Details of Races with Commingling

(a) TAB will include on its website which Races it intends on Commingling as Guest or via a Hub, and relevant Host Rules and Hub Rules.

(b) For the details of the applicable statutory deduction, see Appendix 4.

(c) Notwithstanding anything to the contrary, any jackpotting bet types will be carried forward at the Commingling Partner's discretion.

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APPENDIX 4

RULES RELATING TO BETTING TRANSACTIONS IN VICTORIA

TABLE OF CONTENTS

1. INTERPRETATION 183

2. EFFECTIVE DATE, PURPOSE AND APPLICATION OF RULES 187

3. GENERAL CONDITIONS RELATING TO TRANSACTIONS AT OR THROUGH TOTALIZATOR OFFICES 188

4. CLOSING TIME FOR INVESTMENTS 193

5. PLACING OF INVESTMENTS 193

6. DIVIDEND AND REFUNDS PROCEDURES 195

7. CANCELLATION OF INVESTMENTS 196

8. NO RACE, CANCELLED, POSTPONED OR ABANDONED EVENTS AND MEETINGS 198

9. DEAD HEATS 199

10. COUNTBACKS 205

11. DECLARATION OF LESS THAN THREE PLACINGS 207

APPENDIX: TOTALIZATOR WIN RATES 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 TAB, 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 5

TOTALIZATOR WIN RATES

(Return to Investor)

1. Totalisator Win Rates (Return to Investor) Racing (parimutuel)

Bet Type	Win Rate (%)
Win	85.50
Place	85.75
Quinella	82.50

[INSERT]

Appendix 4 - Commingling Statutory Deductions

The following statutory deductions apply to Merged Pools with Commingling Partners (and with Hubs as Host).

Tabcorp

Win 14.5%

Place 14.25%

Quinella 17.5%

Trifecta 20%

First4 22.5%

Quaddie 20%

Hong Kong Jockey Club

Win 17.5%

Place 17.5%

Quinella 17.5%

Singapore Turf Club

Win 19.382724%

Place 19.382724%

TAB South Africa

Win 20%

Place 20%

First4 25%

These Rules come into force on Friday 4 March 2022.

Full copies of the Betting Rules may be inspected on request at TAB offices or downloaded from the TAB New Zealand website: www.tab.co.nz.

Further enquiries can be made to TAB New Zealand, PO Box 38899, Wellington Mail Centre, Lower Hutt 5045.

Dated at Wellington this Tuesday 1st day of March 2022.

DEAN McKENZIE, Chief Transition Officer of TAB New Zealand.