



# *Government Gazette*

of the State of

New South Wales

**Number 19**

**Friday, 16 February 2018**

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The New South Wales Government Gazette is the permanent public record of official NSW Government notices. It also contains local council, private and other notices.

From 1 January 2018, each notice in the Government Gazette has a unique identifier that appears in square brackets at the end of the notice and that can be used as a reference for that notice (for example, [n2018-14]).

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## Roads and Maritime Notices

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### TRANSPORT ADMINISTRATION ACT 1988

#### LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

##### Notice of Compulsory Acquisition of Interests in Land for the Purposes of the Transport Administration Act 1988

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
Deputy Program Director - Sydney Metro

#### SCHEDULE 1

An easement for crane access on the terms set out in Schedule 2, and over that part of that piece or parcel of land situated at Sydney, in the Local Government Area of Sydney, Parish of St James and County of Cumberland being that part of Lot 10 in Deposited Plan 1005181, shown marked "(W)" on Sheet 5 of Drawing No. NWRLSRT-RPS-SMP-SR-DWG-000043, a copy of which is set out in Schedule 3.

#### SCHEDULE 2

##### Terms of easement for crane access

##### 1. EASEMENT FOR CRANE ACCESS

##### 1.1 Easement summary

This Easement provides the Authority Benefited with a right to have cranes operate and encroach on the Easement Site at all times until the expiry of the Easement pursuant to clause 1.3.

##### 1.2 Terms of the easement

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
  - (i) enter on, pass and repass over and encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
  - (ii) do anything reasonably necessary for that purpose including:
    - (A) entering the Easement Site; and

(B) taking anything on to the Easement Site.

- (b) In exercising its rights under this Easement, the Authority Benefited must:
- (i) prior to any encroachment on the Easement Site, provide the Owner of the Lot Burdened with the details of the type of crane, extent of encroachment, frequency of encroachment and estimated duration of the encroachment;
  - (ii) ensure that the crane is maintained in good repair and safe condition;
  - (iii) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (iv) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;
  - (v) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and
  - (vi) comply with all relevant laws relating to the exercise of those rights.
- (c) Any Existing Building Structures and services on or in the Easement Site must not be removed or damaged by the Authority Benefited or its Authorised Users and must be protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

### 1.3 **Expiry of the easement**

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement, the Authority Benefited must notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
- (i) 30 September 2019; and
  - (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land and Property Information NSW.

### 1.4 **Incorporation of definitions and interpretation clauses**

The provisions of clause 2 apply to this Easement to the extent relevant.

**The name of the persons empowered to release, vary or modify this easement:**

The Authority Benefited.

**2. GENERAL**

**2.1 Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under this Easement from time to time.

**2.2 Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

**2.3 Definitions**

**Authorised Users** means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

**Authority Benefited** means Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW).

**Building** means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

**Conditions** means the conditions contained in this Easement, excluding the section entitled "Easement summary" and including the general provisions set out in this clause 2.

**Easement** means the easement in this instrument and includes the Conditions in relation to that easement.

**Easement Site** means the area as marked "(W)" on Sheet 5 of Drawing No. NWRLSRT-RPS-SMP-SR-DWG-000043, a copy of which is set out in Schedule 3.

**Equipment** means all necessary tools, implements, materials, machinery and vehicles.

**Existing Building Structures** means any improvements located within the Easement Site at the commencement of the Easement.

**Lot Burdened** means Lot 10 in Deposited Plan 1005181.

**Occupier** means any person who is legally entitled and authorised to occupy any part of Lot Burdened from time to time.

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

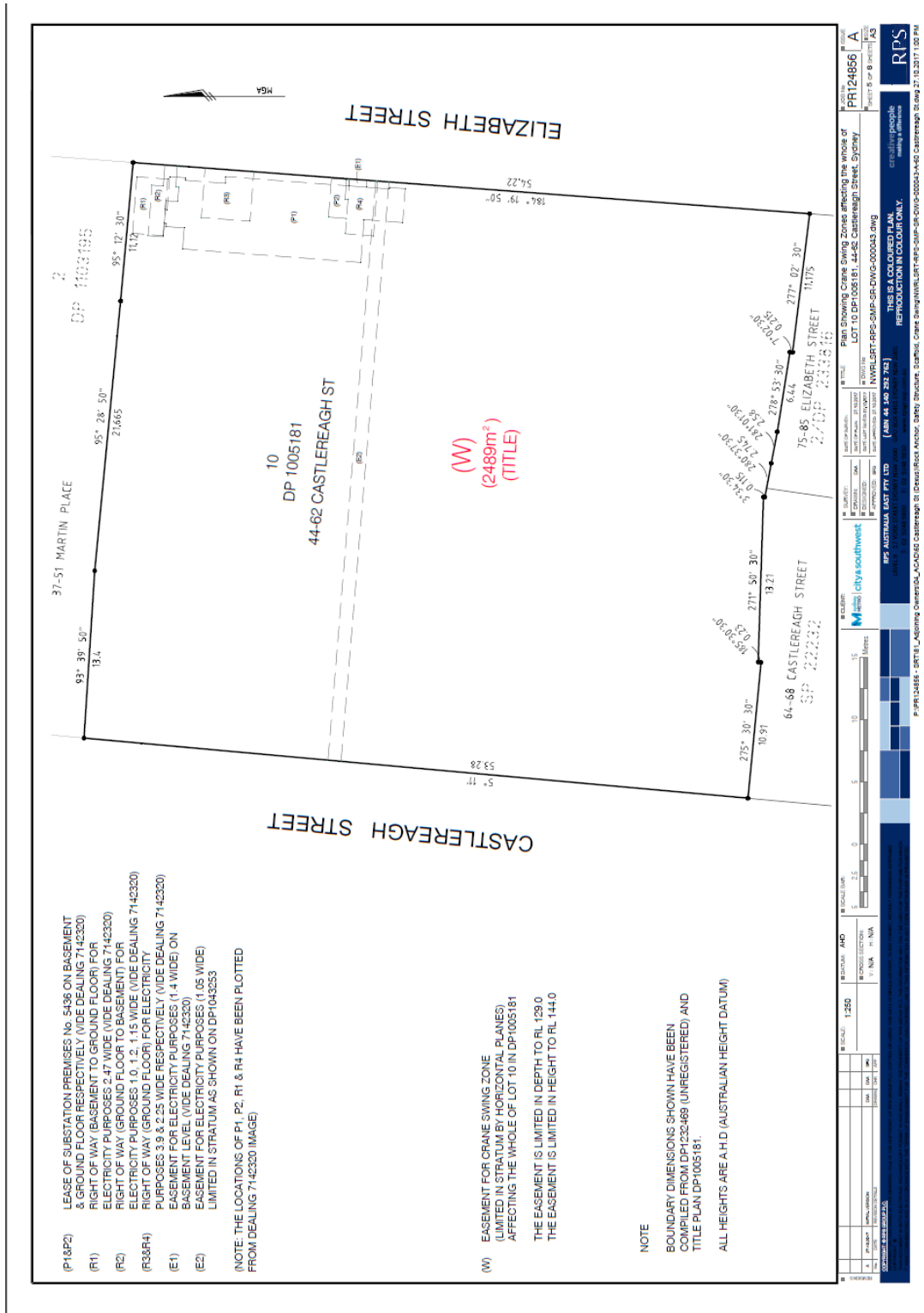
**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or a community association.

**Permitted Purpose** means:

- (i) setting up, dismantling and removing a crane;
- (ii) slewing, suspending and swinging a crane and otherwise operating a crane; and
- (iii) having a crane overhang in the Easement Site.

**Project** means the design, construction (including any demolition required to enable construction to proceed or as a necessary part of any construction), operation and maintenance of the Sydney Metro City & Southwest project on land adjoining or in the vicinity of the Lot Burdened.

SCHEDULE 3



(Transport for NSW Document Number: SM-17-00104494)

**TRANSPORT ADMINISTRATION ACT 1988**

**LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991**

**Notice of Compulsory Acquisition of Interests in Land for the Purposes of the Transport Administration Act 1988**

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the easement described in Schedule 1 below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

IVAN GLAVINIC  
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**SCHEDULE 1**

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**SCHEDULE 2**

**Terms of easement for crane access**

**1. EASEMENT FOR CRANE ACCESS**

**1.1 Easement summary**

This Easement provides the Authority Benefited with a right to have cranes operate and encroach on the Easement Site at all times until the expiry of the Easement pursuant to clause 1.3.

**1.2 Terms of the easement**

- (a) The Owner of the Lot Burdened grants to the Authority Benefited full, free and unimpeded right for the Authority Benefited to:
  - (i) enter on, pass and repass over and encroach on the Easement Site at all times with or without Equipment for the Permitted Purpose until expiry of this Easement under clause 1.3; and
  - (ii) do anything reasonably necessary for that purpose including:
    - (A) entering the Easement Site; and

- (C) relocating any services.
- (b) In exercising its rights under this Easement, the Authority Benefited must:
  - (i) prior to installing Scaffolding in the Easement Site, provide the Owner of the Lot Burdened with details of the extent of the Scaffolding, including access paths through and around the Scaffolding where there may be an impact on access to the Lot Burdened;
  - (ii) ensure that the Scaffolding installed in the Easement Site is maintained in good repair and in a safe condition;
  - (iii) maintain adequate safety arrangements in respect of the Easement Site to:
    - (A) mitigate risk of harm to members of the public caused by the activities of the Authority Benefited; and
    - (B) maintain adequate safety arrangements in respect of the Scaffolding to secure any relevant building from being accessed from any part of the Scaffolding;
  - (iv) make good any damage to the Easement Site, Lot Burdened and Building to the extent caused by the Authority Benefited;
  - (v) carry out all activities so as to cause as little inconvenience as is reasonably practicable to the Owner of the Lot Burdened or any Occupier;
  - (vi) take all necessary steps to minimise any adverse interference caused by the Authority Benefited to the Owner of the Lot Burdened or any Occupier; and
  - (vii) comply with all relevant laws relating to the exercise of those rights.
- (c) Any services on or in the Easement Site must not be damaged by the Authority Benefited or its Authorised Users and must be protected by the Authority Benefited and its Authorised Users from damage caused by the exercise of any rights pursuant to the Easement.

### 1.3 Expiry of the easement

- (a) As soon as practicable after the date on which the Authority Benefited no longer requires the rights under this Easement, the Authority Benefited must:
  - (i) remove the Scaffolding from the Easement Site; and
  - (ii) notify the Owner of the Lot Burdened in writing.
- (b) This Easement will expire on the earlier to occur of:
  - (i) 31 October 2019; and



- (ii) the date on which the Authority Benefited gives the Owner of the Lot Burdened notice under paragraph (a)(ii).
- (c) If this Easement has expired under paragraph (b), the Owner of the Lot Burdened and the Authority Benefited must take all reasonable steps to remove this Easement from the title of the Lot Burdened as soon as practicable, including preparing and executing all necessary documents and producing the relevant certificates of title at Land and Property Information NSW.

#### 1.4 **Incorporation of definitions and interpretation clauses**

The provisions of clause 2 apply to this Easement to the extent relevant.

#### **The name of the persons empowered to release, vary or modify this easement:**

The Authority Benefited.

## 2. **GENERAL**

### 2.1 **Exercise of the benefit of the Easement**

The Authority Benefited may, in its discretion, permit any of its Authorised Users to exercise its rights and perform its obligations under this Easement from time to time.

### 2.2 **Conditions**

Each of the Conditions constitute and are covenants and agreements by and between the Authority Benefited and the Owner of the Lot Burdened for themselves and their respective successors, assigns and transferees with the intention and agreement that the benefit and burden of such covenants and agreements must pass with the benefit and burden of the Easement.

### 2.3 **Definitions**

**Authorised Users** means the agents, employees, contractors (and each of their subcontractors at any level) and consultants of the Authority Benefited and any other person authorised by the Authority Benefited to exercise the rights and perform the obligations of an Authorised User under this Easement.

**Authority Benefited** means Transport for NSW (ABN 18 804 239 602), a New South Wales Government agency constituted by section 3C of the *Transport Administration Act 1988* (NSW).

**Building** means the building and other structures (or any part of the building or other structures) on the Lot Burdened from time to time.

**Conditions** means the conditions contained in this Easement, excluding the section entitled "Easement summary" and including the general provisions set out in this clause 2.

**Easement** means the easement in this instrument and includes the Conditions in relation to that easement.

**Easement Site** means the area as marked "(Z)" on Sheets 3, 4, 6, 7 and 8 of Drawing No. NWRLSRT-RPS-SMP-SR-DWG-000043, a copy of which is set out in Schedule 3.

**Equipment** means all necessary tools, implements, materials, machinery and vehicles.

**Existing Building Structures** means any improvements located within the Easement Site at the commencement of the Easement.

**Lot Burdened** means Lot 10 in Deposited Plan 1005181.

**Occupier** means any person who is legally entitled and authorised to occupy any part of Lot Burdened from time to time.

**Owner of the Lot Burdened** means every person who is at any time entitled to an estate or interest in the Lot Burdened, including without limitation any freehold or leasehold estate or interest in possession in the Lot Burdened and each part of the Lot Burdened and any Owners Corporation in relation to the Lot Burdened.

**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW) or community association constituted under the *Community Land Development Act 1989* (NSW) and any similar body corporate serving the same functions and purposes as an owners corporation or a community association.

**Permitted Purpose** means installing, maintaining, replacing, dismantling and removing Scaffolding.

**Project** means the design, construction (including any demolition required to enable construction to proceed or as a necessary part of any construction), operation and maintenance of the Sydney Metro City & Southwest project on land adjoining or in the vicinity of the Lot Burdened.

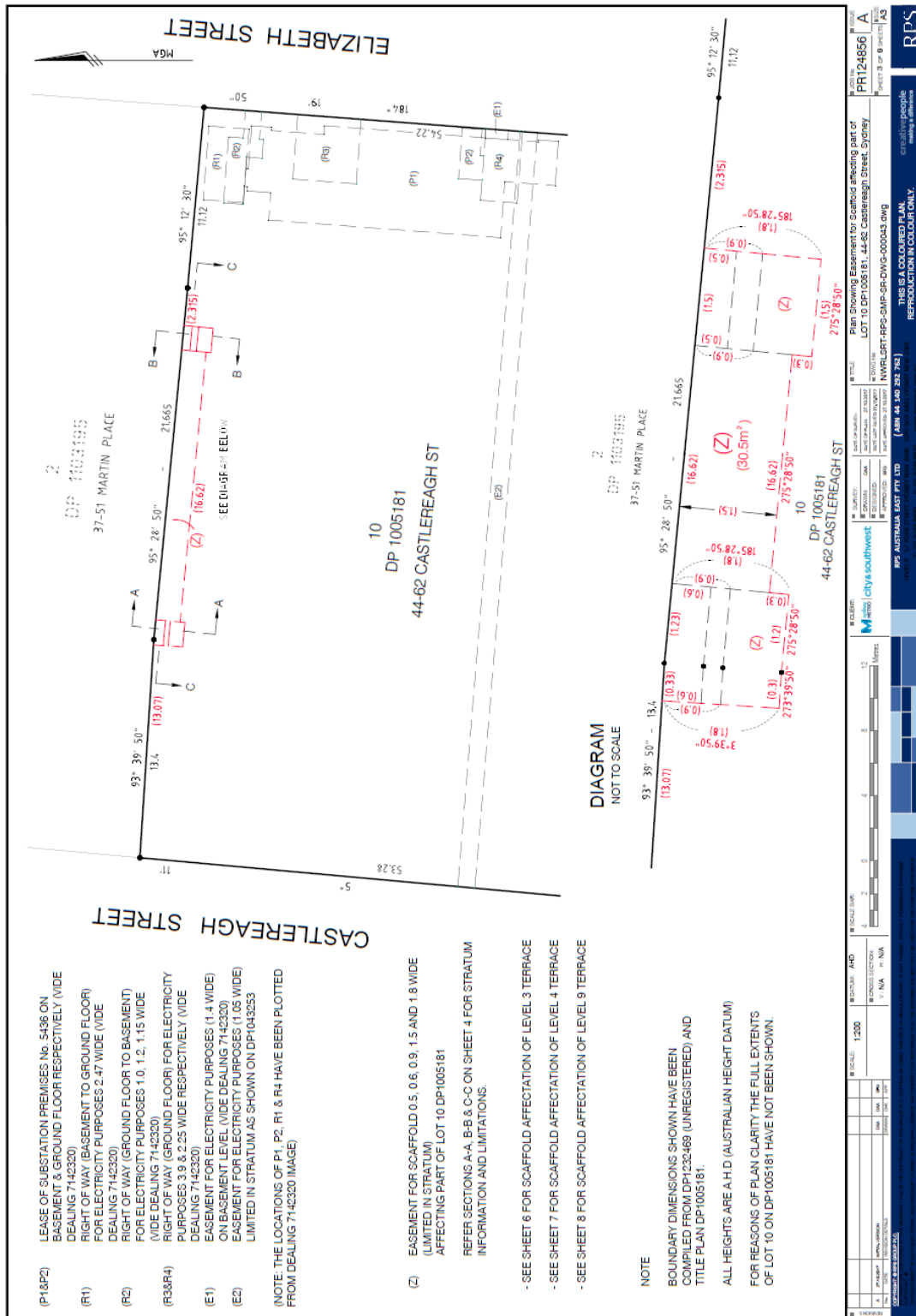
**Scaffolding** means a temporary structure (including access platforms, working platforms, catch platforms, landing platforms, chainmesh, shade cloth mesh and plywood or similar materials) incorporating elements of scaffolding systems as detailed using the principles of engineering design supported on:

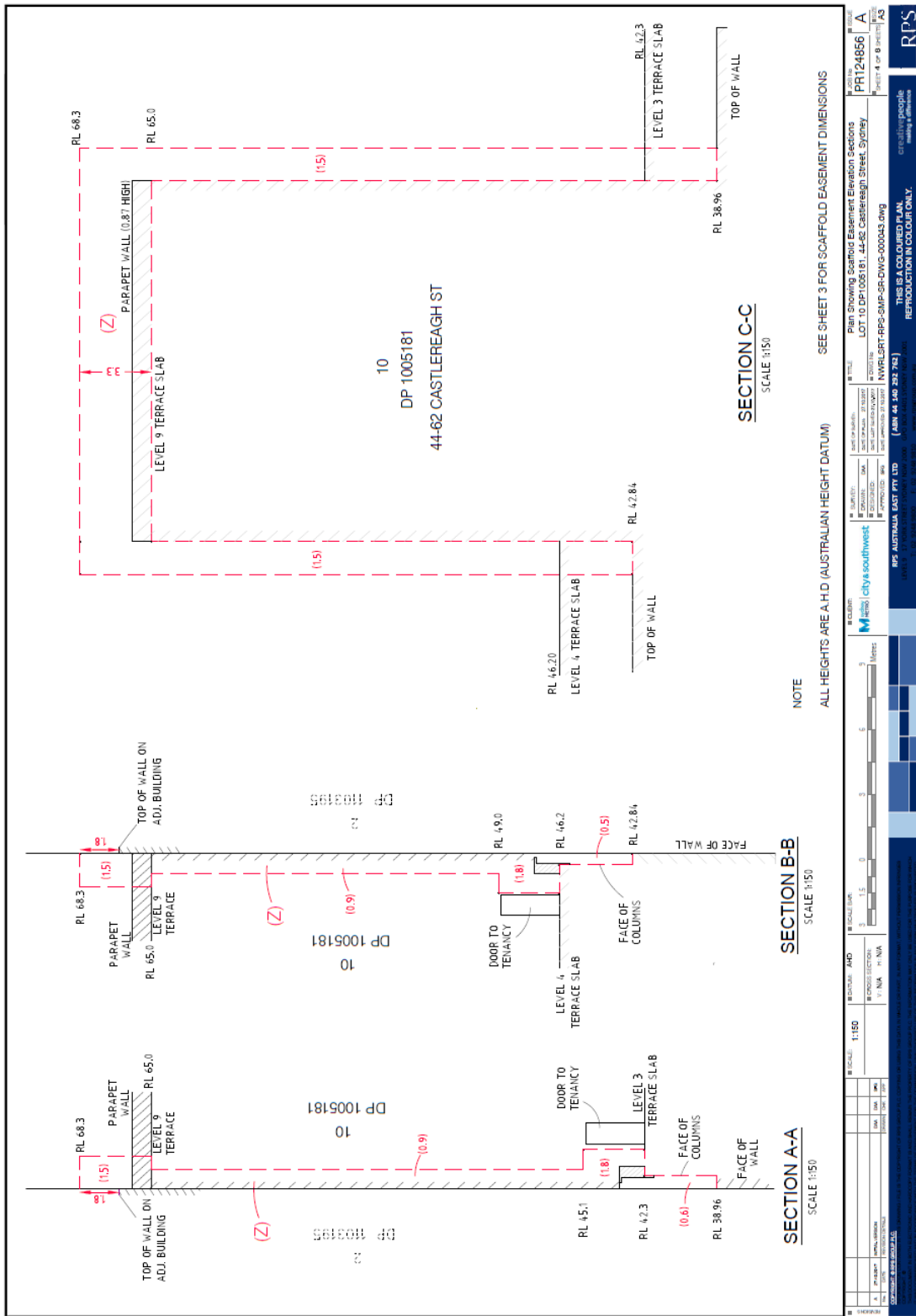
- (a) the ground;
- (b) a class B hoarding structure;
- (c) a cantilevered support structure;
- (d) adjacent property roof structure(s); or

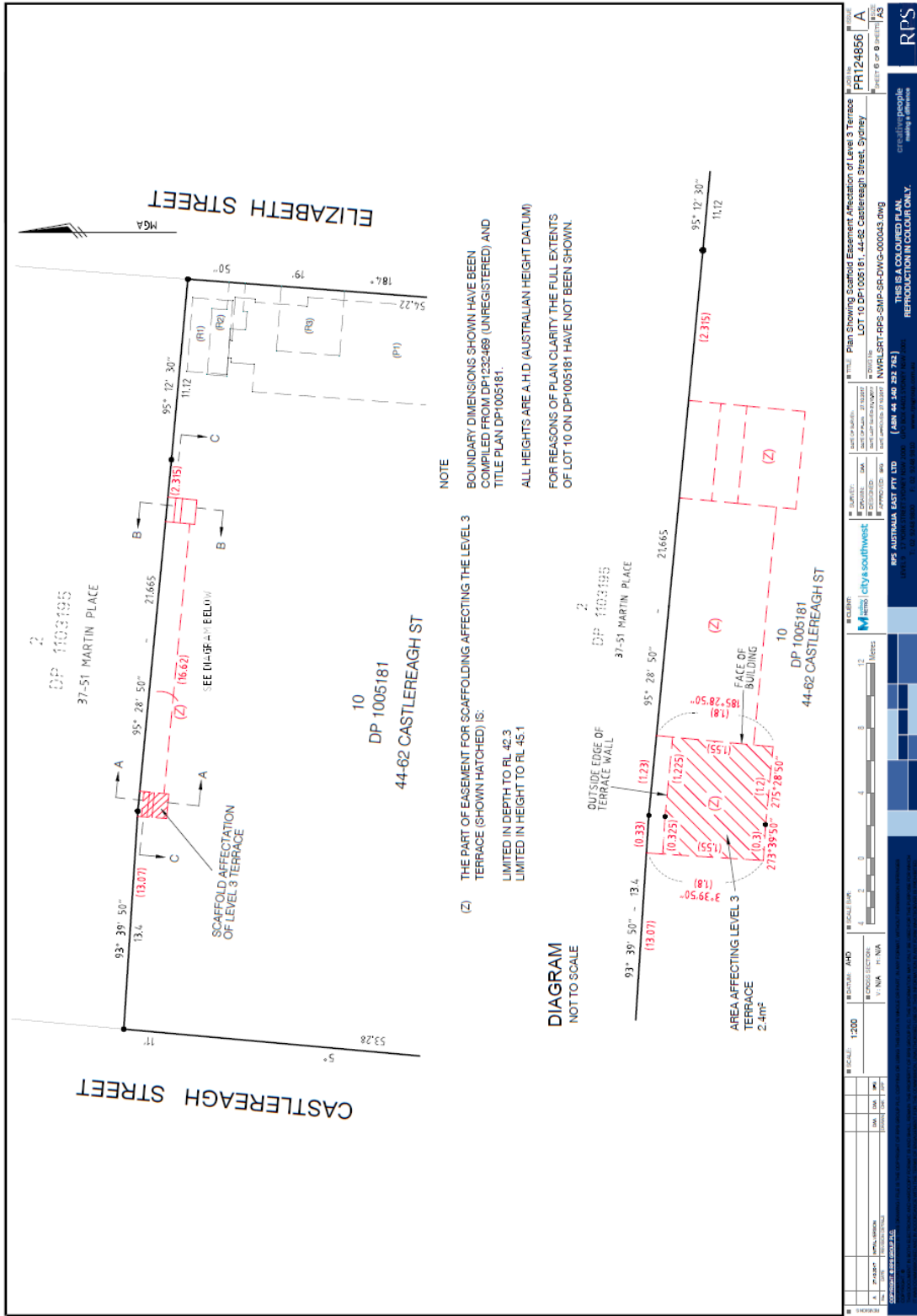
(e) any combination of the above,

as may be applicable, and braced as required using scaffold ties, anchorages and components as determined by relevant principles of engineering design.

SCHEDULE 3







**NOTE**  
 BOUNDARY DIMENSIONS SHOWN HAVE BEEN  
 COMPILED FROM DP1232469 (UNREGISTERED) AND  
 TITLE PLAN DP1005181.  
 ALL HEIGHTS ARE A.H.D (AUSTRALIAN HEIGHT DATUM)  
 FOR REASONS OF PLAN CLARITY THE FULL EXTENTS  
 OF LOT 10 ON DP1005181 HAVE NOT BEEN SHOWN.

(Z) THE PART OF EASEMENT FOR SCAFFOLDING AFFECTING THE LEVEL 3  
 TERRACE (SHOWN HATCHED) IS:  
 LIMITED IN DEPTH TO RL 42.3  
 LIMITED IN HEIGHT TO RL 45.1

**DIAGRAM**  
 NOT TO SCALE

AREA AFFECTING LEVEL 3  
 TERRACE  
 2.4m<sup>2</sup>

**PROJECT INFORMATION**

PROJECT NO.	110131955	PROJECT NAME	Plan Showing Scaffold Easement Affectation of Level 3 Terrace
CLIENT	RPS ARCHITECTURE PTY LTD	PROJECT ADDRESS	LOT 10 DP1005181, 44-62 Castlereagh Street, Sydney
DATE	2018/02/16	PROJECT STATUS	Approved
SCALE	1:200	PROJECT NO.	PR124856
DRAWN BY	WILLIAM WILSON	PROJECT NO.	PR124856
CHECKED BY	WILLIAM WILSON	PROJECT NO.	PR124856
DATE	2018/02/16	PROJECT NO.	PR124856

**PROJECT LOCATION**

44-62 CASTLEREAGH ST  
 SYDNEY NSW 2000

**PROJECT CONTACTS**

RPS ARCHITECTURE PTY LTD  
 44-62 CASTLEREAGH ST  
 SYDNEY NSW 2000  
 PH: (02) 9550 7971  
 FAX: (02) 9550 7972  
 WWW.RPSARCHITECTURE.COM.AU

**PROJECT DESCRIPTION**

Plan Showing Scaffold Easement Affectation of Level 3 Terrace

**PROJECT APPROVALS**

APPROVED BY: [Signature]  
 DATE: 2018/02/16

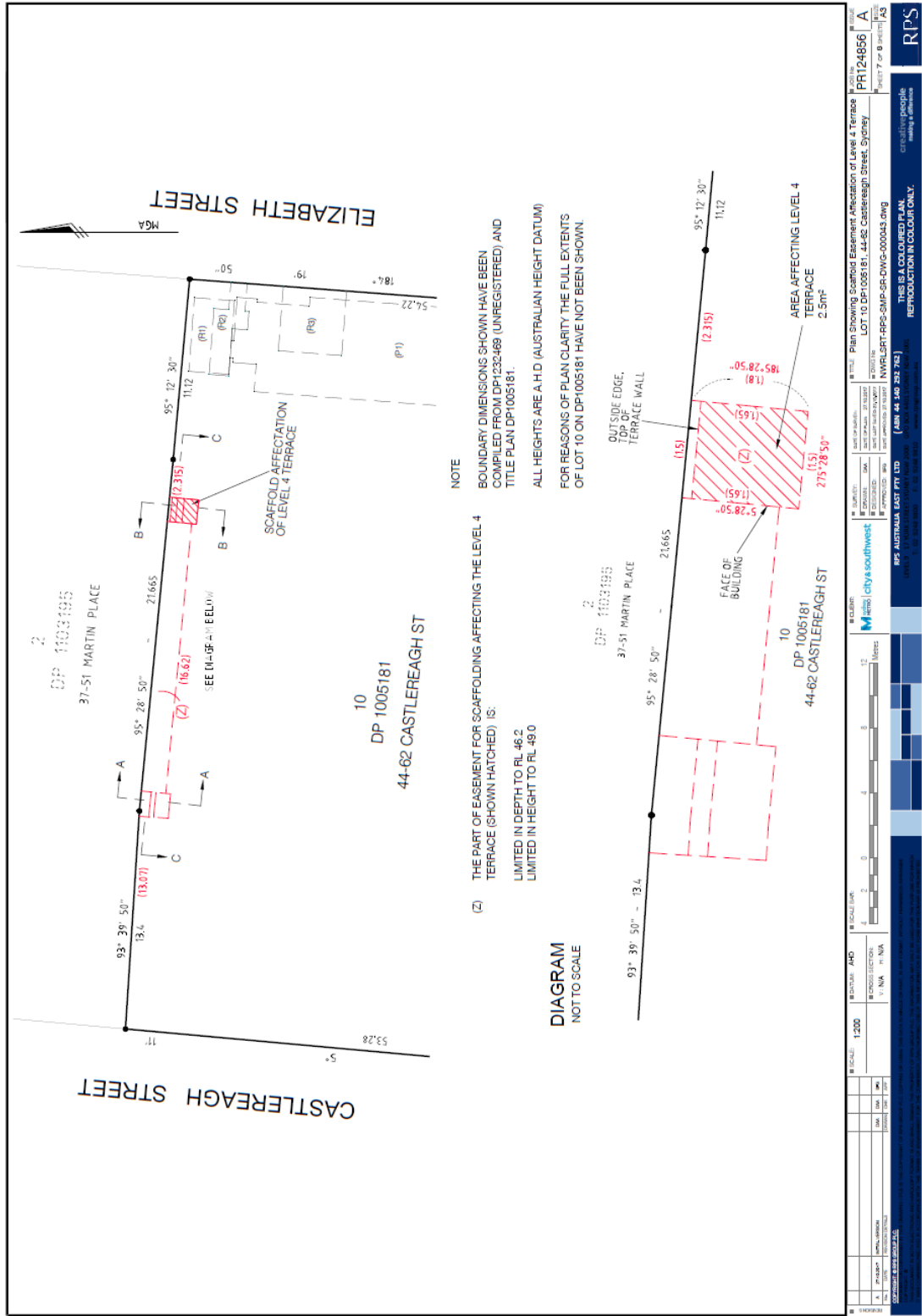
**PROJECT HISTORY**

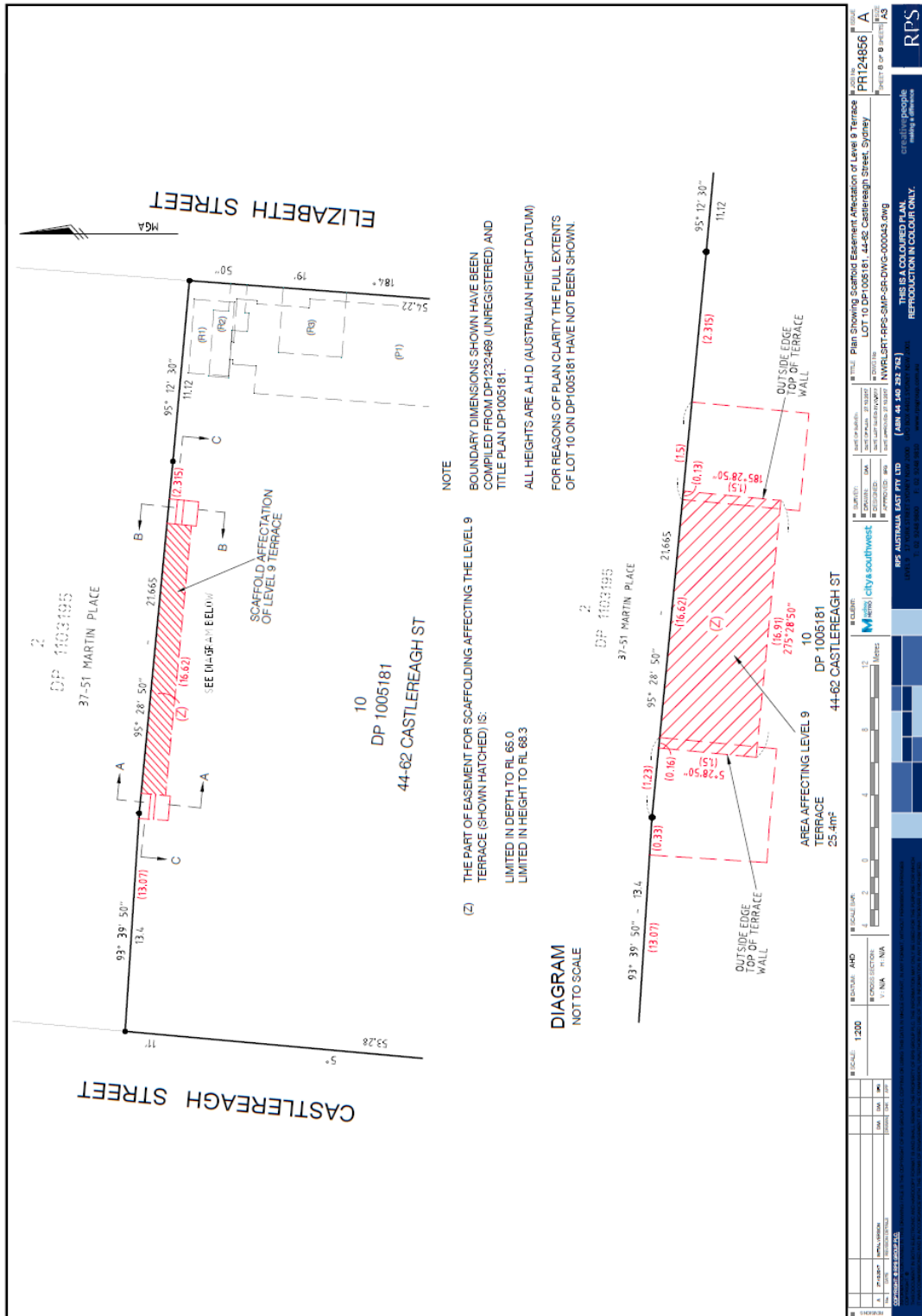
REVISIONS:

NO.	DATE	DESCRIPTION
1	2018/02/16	ISSUED FOR TENDERS

**PROJECT INFORMATION**

PROJECT NO. 110131955  
 PROJECT NAME: Plan Showing Scaffold Easement Affectation of Level 3 Terrace  
 CLIENT: RPS ARCHITECTURE PTY LTD  
 DATE: 2018/02/16  
 SCALE: 1:200  
 DRAWN BY: WILLIAM WILSON  
 CHECKED BY: WILLIAM WILSON  
 DATE: 2018/02/16





(Transport for NSW Document Number:SM17/0005555)



## Other Government Notices

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### TOTALIZATOR ACT 1997

#### TAB Limited Trackside Betting Rules – Trackpots

Under delegated authority by the Minister for Racing, pursuant to section 54(1) of the *Totalizator Act 1997*, the following TAB Limited Trackside Betting Rules are approved.

This approval takes effect on and from the date of gazettal.

Natasha Mann  
Executive Director  
Regulatory Policy, Strategy & Support  
Liquor & Gaming NSW  
Department of Industry

## TOTALIZATOR ACT 1997

### RULES OF BETTING

In accordance with the provisions of section 54 of the *Totalizator Act 1997*, the Minister for Gaming and Racing has approved of the following TAB Limited Trackside Betting Rules.

#### TAB LIMITED TRACKSIDE BETTING RULES

1. **PRELIMINARY**

2. **DEFINITIONS**

3. **TRANSACTIONS & INVESTMENTS**

- 3.1 Acceptance, Rejection and Limitation of Investments
- 3.2 Investment and Liability Limits
- 3.3 Returns
- 3.4 Placing of Investments
- 3.5 Closing Time for Investments
- 3.6 Cash Outlet Investments
- 3.7 Forward Games
- 3.8 Cancellation of Investments

4. **CREDITING AND PAYMENT OF DIVIDENDS**

5. **MISCELLANEOUS**

6. **CREDITING AND PAYMENT OF RETURNS AND REFUNDS,  
CLAIMS PROCEDURE**

7. **JACKPOTS**

Schedule A - Bet Types

## 1. PRELIMINARY

1.1 These rules are to be referred to as the Trackside betting rules made under section 13 of the *Totalizator Act 1997*.

1.2 Unless otherwise provided, these rules shall be applied by TAB in respect of any contingency on which it conducts fixed price betting on Trackside in accordance with section 13 of the *Totalizator Act 1997*.

1.3 Every TAB customer shall be deemed to be acquainted with these rules and any conditions determined by TAB relative to a particular Trackside event to which a fixed price bet relates and to have agreed to be bound thereby.

1.4 In the case of all fixed price Trackside bets between TAB and a customer the location of the contract is deemed to be New South Wales and the laws of New South Wales are deemed to apply.

1.5 These rules commence on the date of Gazettal and a copy shall be available in each outlet.

## 2. DEFINITIONS

‘**Act**’ means the *Totalizator Act 1997* as amended.

‘**Advertised Starting Time**’ means the starting time of a Game as advised and/or displayed by TAB.

‘**Betting Voucher**’ means a betting voucher issued by TAB.

‘**Bet**’ means an investment of a full unit on a combination or number of combinations within one game or multiple games

‘**Bet Types**’ means the types of Investments more particularly described in Schedule A.

‘**Customer**’ means any person conducting a Trackside Transaction at or through a Wagering Office.

‘**Cash Outlet**’ means any office at which TAB receives cash Investments direct from the public.

‘**Competitor**’ means any animal or object that is a competitor in any Game upon which TAB is accepting Investments and includes a contestant.

‘**Flexi bet**’ means an Exacta, Quinella, Trifecta or First4 bet where the amount of the investment on each combination covered by the bet is not equal to a unit of investment or a whole number multiple of the unit of investment.

‘**Game**’ means a race nominated by TAB as a Trackside Game.

**‘Game Outcome’** means the result of a Game as determined by the Random Number Generator.

**‘Investment’** means an amount of money which has been bet or wagered in respect of any Game.

**‘List Number’** means the number given to a Selection by TAB.

**‘Minister’** means the Minister for the time being responsible for the administration of the Act.

**‘Multi bet’** means a bet that combines Selections from different Games (each referred to as a ‘leg’ with one Selection required for each leg) into one Bet. The minimum and maximum number of legs is as determined by TAB from time to time. The Return is calculated by multiplying the prices of each Selection in the Multi bet together. Multi bets are available on a Win, Place and Bundle.

**‘No Game’** means a Game in which no winners or placings are declared.

**‘Random Number Generator’** means the component of the computer system for Trackside which determines the Game Outcome.

**‘Refund’** means the amount of an Investment made that is repayable to a Customer (whether wholly or partly) in accordance with these Rules.

**‘Return’** means the amount declared to be payable in respect of any Game and includes the unit of Investment. All Returns will be displayed for the full \$1 unit except Trackpots which will be displayed for the full \$2 unit.

**‘Selection’** means any animal, object or combination thereof nominated by TAB and available for a Customer to wager upon.

**‘TAB’** means TAB Limited ACN 081 765 308, as constituted by the *Totalizator Agency Board Privatisation Act 1997*, its officers and assigns and shall include any trading entity affiliated with TAB by ownership or otherwise.

**‘Trackside’** means the approved fixed odds betting competition known as “Trackside” approved by the Minister pursuant to Section 13(2) (c) of the Act.

**‘Trackside Ticket’** means a printed ticket issued to a Customer by TAB in accordance with Part 3 (Transactions and Investments) of these Rules.

**‘Transaction’** includes “bet”, “wager”, “investment” and “refund”.

**‘Wagering Office’** means any premises operated and/or occupied by or on behalf of TAB pursuant to the provisions of the Act.

### **3. TRANSACTIONS AND INVESTMENTS**

#### **3.1 ACCEPTANCE, REJECTION AND LIMITATION OF INVESTMENTS**

3.1.1 Investments at or through any Wagering Office may be accepted only for such Games as TAB shall from time to time direct.

3.1.2 TAB shall be entitled to reject part or all of any Investment at any time and without giving any reason.

3.1.3 TAB shall be entitled to decline to cancel part or all of any Investment at any time and without giving any reason.

3.1.4 TAB shall be entitled to reject part or all of any Investment at any time if TAB's maximum payout liability for Investments of that Bet Type on a particular Game is exceeded by that Investment.

#### **3.2 INVESTMENT AND LIABILITY LIMITS**

3.2.1 The amount of a Trackside Bet shall be as agreed between TAB and the Customer.

3.2.2 TAB may set any minimum or maximum stake or payout for Trackside Bets at its sole and absolute discretion.

#### **3.3 RETURNS**

The Returns calculated and declared on TAB's computer system and notified to Customers shall be for an Investment of one (1) dollar where a full unit has been invested on a bet, except for:

3.3.1 Trackpots where Returns calculated and declared on TAB's computer system and notified to Customers shall be for an Investment of two (2) dollars; and

3.3.2 Flexi bets, where Returns calculated and declared on TAB's computer system and notified to Customers shall be as a percentage of a full unit.

#### **3.4 PLACING OF INVESTMENTS**

3.4.1 Subject to Rule 3.5, Investments may be made during such times and for such Games as TAB may from time to time direct.

3.4.2 The Customer shall supply such information as may be required to identify clearly the Investment to be made on the Game concerned.

3.4.3 Investments will be accepted in the manner as set out in Rule 3.6.

#### **3.5 CLOSING TIME FOR INVESTMENTS**

3.5.1 Subject to Rule 3.5.2, the close of sale of Investments on a Game is the start of the Game.

3.5.2 TAB may at its option close selling on a Game before the start of the Game or at, before or after the Advertised Starting Time of the Game and without limiting the generality of the foregoing may do so in cases of systems, communication or equipment malfunction or where the Game starts on a day or at a time on which TAB is not accepting Investments.

3.5.3 TAB may at its option re-open selling on a Game which it has previously closed in accordance with Rule 3.5.2 other than on a day or at a time in which TAB is not accepting Investments.

3.5.4 Any Investments accepted by TAB after the start of a Game will be placed on the next or next selected Game or if the Investment is on more than one (1) Game, placed on the number of consecutive Games nominated by the Customer commencing with the next or next selected available Games.

### **3.6 CASH OUTLET INVESTMENTS**

3.6.1 Only Betting Vouchers, bank notes, coins or debit via an EBT terminal against an amount held in a TAB account will be accepted as payment for Investments.

3.6.2 Before an Investment can be accepted the Customer must indicate clearly the Game, Selection, Bet Type, the amount of the Investment or total spend and such other information as may be required by TAB.

3.6.3 TAB shall provide the Customer with confirmation of the Investment by the issue of a Trackside Ticket bearing the Investment information. The Investment information for Flexi bets will include the percentage invested per combination, the number of combinations per game, the number of games played and the total cost of the Bet.

3.6.4 The Investment information for Bets on Trackpots will include the Selections, the Games played, the total cost of the Ticket and:

3.6.4.1 for Bets on a single Game, the maximum Return; and

3.6.4.2 for Bets on Forward Games (as defined in Rule 3.7), the maximum Return for the next immediately scheduled Game and the minimum Return for each Game played thereafter.

3.6.5 For Investments that are not Flexi bets or Bets on Trackpots, the Investment information will also include the potential Return for that Investment.

3.6.6 Subject to the provisions of Rule 3.8.1, the Customer shall be deemed to accept the Investment confirmed to them unless the Customer corrects any error or omission immediately after the issue of the Trackside Ticket.

### **3.7 FORWARD GAMES**

3.7.1 The Customer may, at the discretion of TAB, make an Investment in Trackside Games scheduled to occur after the next immediately scheduled Trackside Game (“**Forward Games**”) provided such Investment is in respect of games which are sequential and commencing with any of the next available Games.

3.7.2 A Refund may be obtained for Forward Games unplayed on a Trackside Ticket. All Returns won on Games already played will be paid, along with a Refund of the Investment value of any Games not yet commenced.

3.7.3 For the avoidance of doubt, a Customer may not make an Investment on a single Forward Game for Trackpots.

### **3.8 CANCELLATION OF INVESTMENTS**

3.8.1 Subject to the exception set out in Rule 3.1.3, a Customer may cancel an Investment and obtain a Refund of that Investment at any time prior to the commencement of the Game concerned or such other time determined by TAB.

3.8.2 If a Game has been declared a No Game and not subsequently re-run, subject to Rule 3.8.3, all Investments made in connection with that Game shall be refunded.

3.8.3 In the case of a Multi bet, if any leg(s) of a Multi bet are a No Game, that leg is deemed void and the Return will be recalculated based upon the prices of the remaining live legs as at the time the bet was placed. If all legs of a Multi bet are a No Game, the entire bet will be refunded.

### **4. CREDITING AND PAYMENT OF DIVIDENDS**

4.1 TAB shall not be obliged to make payment of any Returns or Refunds until a Customer has provided any documentation and information as TAB may reasonably require.

4.2 TAB will use its best reasonable endeavours to ensure that Returns will be available for payment immediately after the result of a Game is known.

4.3 Notwithstanding Rule 4.2, if TAB’s offices are not open at the time Returns or Refunds are determined or if unforeseen circumstances arise, determination of the Returns, Refunds or payout may be delayed at the sole discretion of TAB.

4.4 Any Returns or Refunds miscalculated by TAB shall be void and the incorrect amount of the Returns or Refunds shall be treated as a debt owed by or credit due to the Customer, as the case may be.

### **5. MISCELLANEOUS**

#### **5.1 BETTING BY MINORS**

Any person under the age of eighteen (18) years shall not be entitled to place a Trackside bet with TAB.

## **5.2 LIMITATION OF TAB'S LIABILITY**

TAB shall in no circumstances be liable for any loss or damage suffered or alleged to have been suffered by a Customer as a result of or arising out of or as a consequence of any of the following:-

- 5.2.1 Alleged inaccurate or omitted Investment details where the Customer is incoherent or offensive.
- 5.2.2 Early or late closure of sales caused by any reason whatsoever.
- 5.2.3 Any systems, communication or equipment malfunction which is beyond the reasonable control of TAB.
- 5.2.4 The disclosure of a Customer's Transaction details or the accuracy thereof where that disclosure is made by TAB under the Act or any law.
- 5.2.5 Reliance upon any inaccurate statement made by TAB in respect of any matter relating to the Customer or to TAB or to any Selections except where that inaccuracy is due to the negligence of TAB and TAB has not taken reasonable steps to correct that inaccuracy.
- 5.2.6 Reliance upon any inaccurate statement made by a person other than TAB in respect of any matter relating to the Customer or to TAB or to any selections.
- 5.2.7 Reliance upon any inaccurate statement made by any person whatsoever (including TAB) in respect of any matter relating to the Customer or to TAB or to any Selections where such statement is manifestly inaccurate.
- 5.2.8 Inability to place or cancel a Trackside Bet on any Forward Games.
- 5.2.9 The loss of a Trackside Ticket.
- 5.2.10 Any payment made to the bearer of a Trackside Ticket where a Customer alleges that such a payment was made to the wrong person.
- 5.2.11 In the case of an Investment at an outlet, failure by a Customer to correct inaccurate or omitted Investment details recorded on a ticket immediately upon issue of the ticket.
- 5.2.12 Any price or percentage of a price quoted by any source other than authorised staff of TAB or any quoted price or percentage of a price which is no longer valid for betting purposes.
- 5.2.13 The refusal or inability of TAB, its agent or assigns to accept all or part of any Trackside Bet.
- 5.2.14 The exercise by TAB of any discretion conferred on TAB under these rules or the manner in which that discretion is exercised generally or in particular circumstances.



### **5.3 MALFUNCTIONS**

5.3.1 In the event of a malfunction of the computer software or hardware subsequent to the opening of sales on a Game all Investments on that Game will be held by TAB until the malfunction is rectified except as provided in Rule 5.3.2 and 5.3.3.

5.3.2 Where the malfunction of the type referred to in Rule 5.3.1 has not been rectified prior to the scheduled commencement of the Game immediately following the Game in respect of which there has been a malfunction, the Game shall be declared a No Game and subject to Rule 3.8.3, all Investments made in connection with that Game shall be refunded.

5.3.3 Where the placed Competitors in a Game have been selected by the Random Number Generator, but cannot be fully transferred to the main computer, or cannot be broadcast via the monitors, the placed Competitors selected by the Random Number Generator will constitute the Game Outcome.

5.3.4 Where the malfunction of the type referred to in Rule 5.3.1 occurs such that the results of a Game as displayed are amended by TAB after Returns declaration and commencement of payment, then the amended Returns will stand and no other Customers will be entitled to Returns.

5.3.5 In the event of any inconsistency between either one or more of the game display, photo finish sequence and the result, the Game Outcome shall be the result.

### **6. CREDITING AND PAYMENT OF RETURNS AND REFUNDS, CLAIMS PROCEDURE**

6.1 The appropriate Trackside Ticket must be presented when collecting any Returns or Refund due in respect of an Investment. In the event that the Trackside Ticket represents Investments on one (1) or more undecided Games, those Investments may be refunded.

6.2 A person may claim a Return or Refund for up to twelve (12) months after the Game on which the Bet was made.

6.3 Claims for lost, destroyed or mutilated tickets can be made for a period of fourteen (14) days after the Game for which the Trackside Ticket was issued is decided.

6.4 TAB may charge a fee not exceeding eleven (11) dollars on all claims referred to in Rule 6.3 and a statutory declaration attesting to the circumstances of the claim must accompany each such claim.

6.5 Payment of successful claims approved by TAB will not be made until the expiration of twelve (12) weeks from the date the Game was decided.

6.6 The amount to be paid upon successful claims approved by TAB shall be calculated by reference to the Returns declared.

6.7 Such amounts as are paid to the claimant pursuant to Rule 6.6 shall exclude any refund or credit given to the claimant in respect of the claimant's Investment under any other provision of these Rules.

6.8 Where a customer contends that a loss has been suffered in connection with any Transaction, TAB may, if it considers appropriate, enquire into the circumstances of that Transaction and make such ex gratia payment as it may in its absolute discretion determine.

## **7. JACKPOTS**

7.1 TAB may select Games on which a jackpot prize will be awarded.

## SCHEDULE A - BET TYPES

**‘Win’** is an Investment on a Game on the chance that a Selection will fill first place in that Game as determined by the Game Outcome.

**‘Place’** is an Investment on a Game on the chance that a Selection will fill one of the first three places as determined by the Game Outcome.

**‘Exacta’** is an Investment on a Game on the chance that a combination of two Selections will fill first and second places in order in that Game as determined by the Game Outcome.

**‘Quinella’** is an Investment on a Game on the chance that a combination of two Selections will fill first and second places (irrespective of order) in that Game as determined by the Game Outcome.

**‘Trifecta’** is an Investment on a Game on the chance that a combination of three Selections will fill first, second and third places in order in that Game as determined by the Game Outcome.

**‘First4’** is an Investment on a Game on the chance that a combination of four Selections will fill first, second, third and fourth places in order in that Game as determined by the Game Outcome.

**‘Bundle’** is an Investment where multiple Selections in a Game are selected to Win or any other option as determined by TAB from time to time. The minimum and maximum number of Selections shall be as determined by TAB from time to time. The price offered is a calculation based on the prices of the Selections chosen.

**‘Trackpots’** is an Investment on a Game on the chance that a Selection, or a combination of Selections shall fill first, second, third, fourth, fifth, sixth, seventh and eighth in that Game in correct order as determined by the Game Outcome. The Returns for correctly selecting the order of the:

- a) first 1-7 Selections are fixed in a prize table; and
- b) first 8 Selections is fixed before the next immediately scheduled Game, starting at a minimum of \$100,000 and increasing at a fixed rate per Game as determined by TAB until a Customer correctly selects the order of the first eight Selections, following which the Return will reset to \$100,000 for the next immediately scheduled Game and will then continue to increase at a fixed rate per Game thereafter.

The probability of each Trackpots combination winning differs, however the Return on all possible combinations of Trackpots Bets are fixed as per the published prize table. A Customer is only entitled to one (1) Return per Trackpots Bet placed. For the avoidance of doubt, the Return payable will be for the highest number of Selections selected by the Customer in correct order as determined by the Game Outcome.