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ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of incorporation pursuant to section 74

TAKE NOTICE that the incorporation of the following associations is cancelled by this notice pursuant to section 74 of the Associations Incorporation Act, 2009.

MYALL COAST LITTLE ATHLETICS CENTRE INC	INC9893333
BREATH BY BREATH INCORPORATED	INC9896913
DUNGOG AND DISTRICT NEIGHBOUR CARE INCORPORATED	Y1758109
THE NEW SOUTH WALES OLYMPIC COUNCIL INC	Y0178137
THE MIXED PROBUS CLUB OF PORT MACQUARIE INCORPORATED	Y2085233
TENTERFIELD ART & CRAFT SOCIETY INC	Y0875846

Cancellation is effective as at the date of gazettal.

Dated this 14th day of October 2021

Megan Green
Delegate of the Commissioner for Fair Trading
Department of Customer Service

Applications for leave for in person appearances in Hearings

Commencement

1. This Practice Note commences on 14 October 2021.

Review

2. This Practice Note will be reviewed in mid-November 2021 or as otherwise may be necessary.

Introduction

3. In person appearances have been temporarily suspended due to COVID-19. With the easing of restrictions and increased vaccination rates, applications may be made for leave to be granted for in person appearances in hearings, which includes bedside hearings at private homes and Issues and Listings Conferences (ILC) before the Registrar, which are listed for hearing on or after 25 October 2021.
4. All other matters will continue to be heard by use of the virtual courtroom.

Definitions

5. In this Practice Note:

“Court” means the Dust Diseases Tribunal of NSW.

“court participants” includes judges, associates, tipstaves, counsel representing a party to proceedings, solicitors, parties to proceedings, Sheriff’s officers, court officers, witnesses who appear in person (not by audio-visual link), interpreters, RSB court reporters, sound reporters and third party contractors.

“vaccinated” means that a person:

- a. has either completed a two-dose schedule of Pfizer Australia Pty Ltd, AstraZeneca Pty Ltd or Moderna Australia Pty Ltd, or received a single dose of Janssen-Cilag Pty Ltd; and

- b. at least 14 days has elapsed since completing their vaccination schedule.

An Application for Leave

6. An application for leave must be made to the List Judge (where a Judge has not been allocated to a hearing), the Judge (where allocated) or the Registrar in relation to an ILC.
7. Applications for leave must be made at the time of listing a hearing or no later than one business day prior to the hearing date.
8. For bedside hearings at private homes, consideration will be given to the wishes of the plaintiff, the size of the premises, whether the proceedings can be held outside and the number of the parties to the litigation. Limitations may be placed on a party as to the number of lawyers who may attend a bedside hearing.
9. Leave will not be granted to any person to attend the Court in person unless the List Judge or Judge allocated to the hearing is satisfied that he or she is vaccinated.
10. Solicitors for the parties must enquire as to the vaccination status of all their proposed court participants and provide that information to the List Judge or Judge allocated to the hearing. When a witness is stated to be vaccinated, the solicitor must sight his or her COVID-19 certificate provided by the Australian Government before providing that information to the Judge.

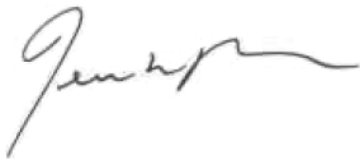
At Hearing

11. In hearings, face mask wearing is mandatory for all court participants. This requirement is waived:
 - a. when a court participant is addressing the Court or giving evidence;
 - b. where a court participant is unable to wear a face mask for medical reasons which must be established by a medical certificate; or
 - c. where there is a reason that the Judge considers relevant.

Open Justice

12. The Court remains committed to the principles of open justice. However, the risk of COVID-19 requires the Court to limit the persons who may attend a hearing in person.

13. Members of the public may not attend court in person. Should a member of the public wish to view a hearing (other than a bedside hearing or ILC), attendance will be permitted by use of the virtual courtroom. The link to the virtual courtroom may be provided on request made by email to the Judge's associate. All such requests will be subject to orders made by the Judge concerning the conduct of the hearing. A list of associate contact details is available on the Court's [website](#).
14. A member of the media who wishes to attend a hearing in person must provide evidence to the List Judge or Judge (where allocated to a hearing) that he or she is vaccinated. Any attendance in person must not infringe the 4m² rule. Where a member of the media declines to provide his or her vaccination status, attendance will be permitted by use of the virtual courtroom. The link to the virtual courtroom may be provided on request made by email to the Judge's associate. All such requests will be subject to orders made by the Judge concerning the conduct of the hearing.



The Honourable Justice D Price AO
President of the Dust Diseases Tribunal
14 October 2021

GEOGRAPHICAL NAMES ACT 1966

PURSUANT to the provisions of Section 14 of the *Geographical Names Act 1966*, the Geographical Names Board hereby notifies that it has this day discontinued the name **Lake Head** for a Headland at Swansea, Lake Macquarie Local Government Area.

The position and extent for this feature is recorded and shown within the Geographical Names Register of New South Wales. This information can be accessed through the Board's website at www.gnb.nsw.gov.au

NARELLE UNDERWOOD
Chair

Geographical Names Board
346 Panorama Ave
BATHURST NSW 2795

GEOGRAPHICAL NAMES ACT 1966

PURSUANT to the provisions of Section 8 of the *Geographical Names Act 1966*, the Geographical Names Board hereby notifies that it proposes to assign the names:

Pirrita Island for Coon Island, an islet at the head of the Swansea Channel, in the suburb of Swansea, Lake Macquarie LGA.

Miners Point for Coon Island Point, a point at the head of the Swansea Channel, in the suburb of Swansea, Lake Macquarie LGA.

The position and extent for these features are recorded and shown within the Geographical Names Register of New South Wales. The proposals can be viewed and submissions lodged on the Geographical Names Board website at www.gnb.nsw.gov.au from 18 October 2021 to 17 November 2021. Alternatively, written submissions may be mailed to the Secretary, Geographical Names Board, 346 Panorama Ave, Bathurst, NSW 2795.

In accordance with Section 9 of the *Geographical Names Act 1966*, all submissions lodged may be subject to a Government Information (Public Access) application and may be viewed by a third party to assist the Board in considering this proposal.

NARELLE UNDERWOOD
Chair

Geographical Names Board
346 Panorama Ave
BATHURST NSW 2795

JUDICIAL COMMISSION OF NSW CODE OF PRACTICE

This is a code of practice made in accordance with Part 3 Division 1 of the *Privacy and Personal Information Protection Act 1998*.

1. Coverage

This code is intended to cover the Judicial Commission of New South Wales in relation to its activities of monitoring or assist in monitoring sentences imposed by courts, and disseminating information and reports on sentences imposed by courts for the purpose of assisting courts to achieve consistency in imposing sentences.

2. Interpretation

In this code:

“agency” means public sector agency as defined in section 3 of the *Privacy and Personal Information Protection Act 1998*;

“Commission” means the Judicial Commission of New South Wales;

“functions” means functions of the Commission as set out in the section 8 of the *Judicial Officers Act 1986* consisting of monitoring or assist in monitoring sentences imposed by courts, and disseminating information and reports on sentences imposed by courts for the purpose of assisting courts to achieve consistency in imposing sentences;

“information” means personal information as defined in section 4 of the *Privacy and Personal Information Protection Act 1998*;

“section” refers to sections of the *Privacy and Personal Information Protection Act 1998*.

3. The Code

Section 8

There is no intention to depart from the requirements of section 8.

Section 9

Compliance with section 9 is not required if compliance might detrimentally affect or prevent the exercise by the Commission of its functions.

Section 10

Compliance with section 10 is not required if compliance might detrimentally affect or prevent the exercise by the Commission of its functions.

Section 11

There is no intention to depart from the requirements of section 11.

Section 12

There is no intention to depart from the requirements of section 12.

Section 13

Compliance with section 13 is not required if compliance might detrimentally affect or prevent the exercise by the Commission of its functions.

Section 14

Insofar as the Commission is not exempted from the release of information connected with research by the provisions of the *Government Information (Public Access) Act* 2009, this clause enables the Commission to refer requests for information relating to individuals back to the agency from which the information was originally obtained to seek that information.

Section 15

Compliance with section 15(1) and (3) is not required if compliance might detrimentally affect or prevent the exercise by the Commission of its functions.

Section 16

There is no intention to depart from the requirements of section 16.

Section 17

There is no intention to depart from the requirements of section 17.

Section 18

Section 18 does not operate to prevent other agencies from disclosing information to the Commission if, in connection with the Commission's functions, the disclosure is made in response to a request from the Commission for information or by arrangement with the Commission. Section 18 also does not operate to prevent the Commission from providing personal information to judicial officers and courts in connection with its functions.

Section 19

Section 19 does not operate to prevent other agencies from disclosing information to the Commission if, in connection with the Commission's sentencing function, the disclosure is made in response to a request from the Commission for information or by arrangement with the Commission. Section 19 also does not operate to prevent the Commission from providing personal information to judicial officers and courts in connection with its functions.

Public Registers

Part 6 of the *Privacy and Personal Information Protection Act* 1998 does not operate to prevent the Commission from obtaining, in the exercise of its functions, information, including suppressed information, kept on a public register by an agency.

Totalizator Rules
Originally gazetted 9 March 2007
Later amended by gazettal on 19 June 2020
Further amended by gazettal on 30 July 2021
Further amended by gazettal on 22 October 2021

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RULES FOR THE CONDUCT OF TOTALIZATORS

1. PRELIMINARY

1.1 Application

1.1.1 Unless otherwise provided, these rules:

- (a) apply in respect of any totalizator conducted by TAB for betting on any racing or declared betting event or contingency in accordance with sections 14 or 15 of the Act; and
- (b) must, pursuant to section 58(2) of the Act, be complied with by any racing club in respect of any on-course totalizator conducted by it (whether as a domestic totalizator or where bets are received as agent for TAB) for betting on a racing event or contingency at a racecourse in accordance with section 15 of the Act.

1.1.2 These rules:

- (a) only apply to TAB in so far as they relate to a totalizator conducted by TAB; and
- (b) do not apply to TAB to the extent the Minister approves, either under the Act or under the terms of TAB's off-course totalizator licence, that the rules of another entity conducting totalizator betting outside of New South Wales will apply.

1.1.3 Unless the context otherwise requires or, except to the extent the racing club's own rules made by the Minister under the Act specifically exclude these rules then references in these rules:

- (a) to TAB include a reference to a racing club conducting an on-course totalizator;
- (b) to the rights, powers, actions, determinations or obligations of TAB includes a reference to the rights, powers, actions, determinations or obligations of a racing club conducting an on-course totalizator; and
- (c) to an operator in a TAB outlet includes a reference to an operator at a racing club conducting a domestic totalizator.

1.1.4 Transactions conducted at or through a TAB outlet (including via a betting account) are subject where appropriate to the rules of racing, including the provisions in respect to the entry, acceptance, bracketing, withdrawal, or disqualification of persons, animals or teams or objects, to the running of races, the conduct of race meetings, to the powers of the stewards (including but not limited to the powers of stewards to request the disclosure of personal information pertaining to accounts or transactions) or any other tribunal, and to the procedures governing the operation of the totalizators.

- 1.1.5 If the stewards request the disclosure of personal information pertaining to accounts or transactions, the investor shall be deemed for the purposes of the Act to have consented to the TAB providing such personal information to the stewards.

1.2 Commencement

These rules commence on 15 August 2005 (as amended from time to time by notice in the Government Gazette).

1.3 Agreement to rules

Every person who makes a bet with TAB, or racing club conducting an on-course totalizator, is deemed to be acquainted with and agrees to be bound by these rules and the Act.

1.4 Powers of TAB and determination of matters

- 1.4.1 If in relation to a race or declared betting event, any circumstance should arise or event happen that is not provided for by these rules or the Act, the matter is to be dealt with in the manner as TAB, (or in the case of a domestic totalizator the committee or the stewards) may determine.

- 1.4.2 Subject to these rules, all decisions made by TAB concerning any race or declared betting event, including the declaration and payment of dividends and the interpretation of these rules, will be final and binding on all persons who make a bet on a totalizator and on every person making a claim under or in respect of these rules.

- 1.4.3 Subject to these rules, the decision of TAB on:

- (a) any question or dispute as to the amount of dividend or refund payable in respect of any bet; or
- (b) any question as to the genuineness of any betting ticket or any forgery, alteration of, or tampering with a betting ticket;

will be final and conclusive. A person may seek the advice or opinion of the NSW Office of Liquor, Gaming and Racing on any question or dispute decided upon by TAB under this rule.

- 1.4.4 A decision made under this clause by the committee of a racing club conducting a domestic totalizator (or by the stewards overseeing the relevant race meeting) into which bets are paid by another racing club is binding on the committee of that other racing club and the stewards overseeing its meeting.

1.5 Definitions

In these rules:

“**aggregate amount**” see clause 3.6.5;

“all-up bet” means:

- (a) a parlay bet with a formula number that is equal to the number of races within that parlay bet; or
- (b) a bet:
 - (i) made on the chance of winning a series of bets made on a series of win and place totalizators or other totalizators as determined by TAB;
 - (ii) in which the amount of the bet in respect of the second or any subsequent totalizator is the amount of the dividend or refund (if any) on the previous totalizator;

“anchor totalizator” means the totalizator included in a merged pool with the largest number of possible outcomes;

“backed” means a bet has been made on the contestant, finisher or combination as the case may be;

“bad sale” means a bet not paid for after close of betting;

“betting account” see clause 2.9;

“betting operator” means a person licensed under section 12 of the *Totalizator Act 1997* to conduct a totalizator;

“betting ticket” or **“ticket”** see clause 2.6.2 to 2.7;

“betting voucher” see clause 2.10;

“BIG6” means a combination of 6 races declared to be a BIG6 by an order under clause 14.1;

“BIG6 totalizator” means a totalizator for persons to bet on a BIG6 with a view to successfully predicting the contestants that will be placed first in the 6 races of the BIG6;

“cash bet” means a bet made, whether by means of cash, betting voucher or electronic funds transfer, by a person who attends at a TAB outlet or at a NSW racecourse where a domestic totalizator is conducted by a racing club;

“close of betting” means:

- (a) in relation to a race:
 - (i) the start of the race; or
 - (ii) such other time as TAB may direct in relation to a particular race or class of races or in relation to any particular circumstance or class of circumstances; and
- (b) in relation to a declared betting event:

- (i) the start of the event; or
- (ii) such other time as TAB may direct in relation to a particular event or class of events or in relation to any particular circumstance or class of circumstances;

“code” means Thoroughbred or Harness or Greyhound racing;

“code exclusive” means a BIG6 with races scheduled on one code only;

“Commission” means the amount the licensee may deduct, or cause to be deducted, as commission out of the total amount invested in each totalizator conducted by the licensee on one or more events or contingencies, and is an amount not exceeding the amount prescribed in the table at clause 19 of these Rules and in accordance with Part 6 of the Act, in respect of a totalizator of that class and description;

“committee” means in relation to a race meeting, the committee of the racing club holding the race meeting;

“contestant” means in relation to a race, a horse or greyhound entered for the race at the opening of betting on the race, but does not include a horse or greyhound that is subsequently scratched from the race;

“contestant number” means the number allocated by TAB, or a racing club conducting a domestic totalizator, to a contestant in respect of a race and displayed on a notice at the TAB outlet or racecourse (as the case may be);

“cross-code” means events involving more than one code;

“declaration of correct weight” includes:

- (a) the all clear signal in respect of a harness racing race; and
- (b) the payout signal in respect of a greyhound race;

“declared betting event” means a competition or event between two or more contestants declared to be a declared betting event in accordance with the Racing Administration Act 1998;

“declared betting event rules” means the rules constituted by the controlling body or committee under whose authority the declared betting event is decided;

“device bet” means a bet where the details of the bet are instructed by way of a device or electronic data transfer means including by:

- (a) use of a telephone and interactive voice recognition or by a telephone keypad; or
- (b) use of a computer and the Internet; or by any other technology means approved by TAB from time to time;

“distribution of investments” means the distribution of money invested in totalizators conducted by the TAB in respect of race meetings and declared betting events;

“dividend pool” means the total moneys paid into the totalizator or merged pool on any race or declared betting event:

- (a) less any money to be refunded to investors pursuant to these rules;
- (b) subject to conditions related to notification to the OLGR and electronic lodgement agreed in writing between TAB and OLGR, less any money refunded to a participating jurisdiction, as a result of any communication or technical failure, which TAB may choose to either:
 - (i) exclude monies received from the guest on Treble, Trio, Trifecta, Quaddie, First 4, and Big6 at its sole discretion; and,
 - (ii) retain monies received from the guest on bet types Win, Place, Quinella, Doubles, Duet, Exacta, Exact 2nd and Odds & Evens up until the last complete progress or final transmission received from the guest;
- (c) less Commission deducted; and
- (d) after making any other adjustment required by the Act, or these rules;

“domestic totalizator” means an on-course totalizator which is conducted at a New South Wales racecourse by a racing club on an event where TAB does not conduct a totalizator in respect of the same event;

“double” means a combination of 2 races declared to be a double by an order under clause 10.1;

“double type” includes, in relation to a double, a running double, daily double and any other double declared by TAB or a racing club conducting a domestic totalizator;

“doubles totalizator” means a totalizator for persons to bet on a double with a view to successfully predicting the contestants that will be placed first in the first and second legs of the double;

“duet race” means a race on which a duet totalizator is conducted;

“duet totalizator” means a totalizator for persons to bet on a race with a view to successfully predicting, regardless of order, any two of the contestants that will place first, second and third in the race;

“exacta race” means a race on which an exacta totalizator is conducted;

“exacta totalizator” means a totalizator for persons to bet on a race with a view to successfully predicting, in the correct order, the contestants that will place first and second in the race;

“**exact 2nd race**” means a race on which an exact 2nd totalizator is conducted;

“**exact 2nd totalizator**” means a totalizator for persons to bet on a race with a view to successfully predicting the contestant that will place second in the race;

“**event**” includes a contingency;

“**flexi bet**” means a bet on a type of totalizator as set out in clause 2.5 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;

“**finisher**” means in relation to a race, a starter that completes the race, but excludes a starter that is disqualified or declared a non-starter before the declaration of correct weight for the race;

“**first 4 race**” means a race declared to be a first 4 race by an order under clause 9;

“**first 4 totalizator**” means a totalizator for persons to bet on a first 4 race with a view to successfully predicting, in the correct order, contestants that will place first, second, third and fourth in the race;

“**formula number**” means the number of races within the parlay bet that must result in a dividend or refund in order for the parlay bet to be successful;

“**international pooled bet**” means an investment on a bet type as described in these definitions and placed on an event conducted in a foreign jurisdiction and where the betting operator accepts the investment and transmits the investment for inclusion in the totalizator pool conducted by an operator in a foreign jurisdiction for the purpose of calculating a dividend;

“**investor**” means a person who pays for and makes a bet which is accepted by TAB, or a racing club conducting an on-course totalizator;

“**investment pool**” means the total moneys paid into a quinella, exacta, doubles, duet, trio and merged pool, trifecta, first 4, treble, quaddie, BIG6, exact 2nd or odds & evens totalizator, less any money to be refunded to investors pursuant to these rules;

“**jackpot allocation table**” means the following table;

Meeting Class	Definition
NSW Metropolitan Race	A horse race held in New South Wales and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Royal Randwick; Rosehill Gardens; Warwick Farm;

Meeting Class	Definition
	or Canterbury Park.
NSW/ACT Non-Metropolitan Race	A horse race held in New South Wales or Australian Capital Territory that is not defined in this table as a NSW Metropolitan Race.
VIC Metropolitan Race	A horse race held in Victoria and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Flemington; Caulfield; Sandown; or Moonee Valley.
VIC Non-Metropolitan Race	A horse race held in Victoria that is not defined in this table as a VIC Metropolitan Race.
TAS Metropolitan Race	A horse race held in Tasmania and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Hobart; or Launceston.
TAS Non-Metropolitan Race	A horse race held in Tasmania that is not defined in this table as a TAS Metropolitan Race.
QLD Metropolitan Race	A horse race held in Queensland and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Eagle Farm; or Doomben.
QLD/NT Non-Metropolitan Race	A horse race held in Queensland or Northern Territory that is not defined in this table as a QLD Metropolitan Race.
SA Metropolitan Race	A horse race held in South Australia and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Morphettville; Cheltenham; or Victoria Park.
SA Non-Metropolitan Race	A horse race held in South Australia that is not defined in this table as a SA Metropolitan Race.
WA Metropolitan Race	A horse race held in Western Australia and conducted by a club that is licensed to conduct race meetings at one of the following racecourses: Ascot; or Belmont.

Meeting Class	Definition
WA Non-Metropolitan Race	A horse race held in Western Australia that is not defined in this table as a WA Metropolitan Race.
International Race	A horse race held outside Australia.
NSW/ACT Harness race	A harness race held in New South Wales or Australian Capital Territory.
VIC harness race	A harness race held in Victoria.
TAS harness race	A harness race held in Tasmania.
QLD/NT harness race	A harness race held in Queensland or Northern Territory.
SA harness race	A harness race held in South Australia.
WA harness race	A harness race held in Western Australia.
International harness race	A harness race held outside Australia.
NSW/ACT greyhound race	A greyhound race held in New South Wales or Australian Capital Territory.
VIC greyhound race	A greyhound race held in Victoria.
TAS greyhound race	A greyhound race held in Tasmania.
QLD/NT greyhound race	A greyhound race held in Queensland or Northern Territory.
SA greyhound race	A greyhound race held in South Australia.
WA greyhound race	A greyhound race held in Western Australia.
International greyhound race	A greyhound race held outside Australia.

but excludes any jackpot allocation for First 4, treble, quaddie and code exclusive BIG6 jackpots carried over from previous meetings, which TAB can exercise its discretion to allocate to any meeting class within the same code on any subsequent day but TAB must allocate any specific jackpot within a period of 12 calendar months. Any cross code BIG6 jackpots will transfer to any meeting class at TAB discretion on the code that corresponded to the first scheduled leg of that BIG6. The jackpot pools will be allocated within a period of 12 calendar months;

“late scratching” in relation to a race means a contestant declared a scratching after the deadline for scratchings prescribed by the controlling body or racing club responsible for the conduct of the relevant race meeting;

“major dividend” means subject to clause 14.3.2 that dividend of the BIG6 relative to a combination containing winning selections in 6 events;

“manager” of a TAB outlet means:

- (a) if the TAB outlet forms part of licensed premises, the licensee of the premises within the meaning of the Liquor Act 1982; or
- (b) if the TAB outlet forms part of registered club premises, the secretary of the club within the meaning of the Registered Clubs Act 1976; or
- (c) in any other case, the person for the time being having the control or management of the TAB outlet;

“merged pool” means two or more investment pools which are merged in accordance with clause 18;

“minimum dividend” means a minimum dividend in respect of a unit of investment bet on an event. The minimum dividend provisions are set out in Appendix 1 (Determination of Dividend — Minimum & Fractions) to these rules and may be amended by TAB from time to time;

“Multiplier” means a feature that will allow a person making bets on certain events to multiply the return of one bet per day between 1.02 and 5 times the existing odds;

“odds & evens race” means a race on which an odds and events totalizator is conducted;

“odds & evens totalizator” means a totalizator for persons to bet on a race with a view to successfully predicting, regardless of their order, whether the contestant numbers of the contestants that fill the first 2 places in the race are both odd numbers; both even numbers; or an odd number and an even number;

“on-course totalizator” means an on-course totalizator conducted by a New South Wales racing club in accordance with section 15 of the Act in respect of betting on an event or contingency scheduled to be held at a race meeting on any racecourse whether in or outside Australia and includes a domestic totalizator;

“operator serviced terminal” means a totalizator selling device in a TAB outlet where the terminal is operated by a TAB operator on behalf of the person making the bet but excludes any selling device operating in self service mode;

“parlay bet” means a bet in respect of which any resultant dividend or refund shall be reinvested in a subsequent totalizator or totalizators at the same meeting in accordance with the investor’s instructions given at the time of investment;

“parlay betting record” means a parlay betting record established under clause 16;

“parlay re-investment” means the amount of dividend or refund (if any) reinvested on the second or any subsequent totalizator within a parlay bet;

“participating jurisdiction” as declared by the Minister for Gaming and Racing to be a participating jurisdiction under section 71 of the Totalizator Act 1997;

“personal information” has the same meaning as in Section 6 of the Privacy Act 1988 (C’t’h);

“pool guarantee” means an amount to which TAB agrees to underwrite a dividend pool; at selected times at the sole discretion of TAB in accordance with clause 4.5;

“pool guarantee shortfall” means an amount (if any) TAB must contribute to a dividend pool to satisfy the difference between the dividend pool and the pool guarantee, in accordance with clause 4.5;

“quaddie” means 4 races at the same race meeting that are declared to be a quaddie by an order under clause 11.1;

“quaddie totalizator” means a totalizator for persons to bet on a quaddie with a view to successfully predicting the contestants that will be placed first in the 4 races of the quaddie;

“quinella race” means a race on which a quinella totalizator is conducted;

“quinella totalizator” means a totalizator for persons to bet on a race with a view to successfully predicting, regardless of order, the contestants that will place first and second in the race;

“racing club” has the same meaning as in the Act;

“rules” means the rules for the conduct of totalizators as set out in this document and the appendices and as amended from time to time;

“rules of racing” means the rules of racing and rules of betting of the racing industry controlling bodies, as the case requires;

“seeded jackpots” means additional funds in certain jackpot pools, at selected times at the sole discretion of TAB in accordance with clause 4.6;

“self service terminal” means a totalizator selling device operated by the person making the bet at a TAB outlet without the assistance of a TAB operator;

“starter” means a contestant who has started or been given the opportunity to start in a horse or greyhound race;

“stewards” means in relation to a race meeting:

- (a) the stewards appointed by:
 - (i) the racing club holding the race meeting; or
 - (ii) the district racing association; or
 - (iii) the Racing New South Wales; or

- (iv) Harness Racing New South Wales; or
- (v) Greyhound Racing New South Wales; or
- (b) the committee of the racing club holding the race meeting; or
- (c) in the case of a greyhound race meeting such member, officer or employee of the Greyhound Racing New South Wales as is authorised by that statutory authority to act in the place of a steward at the race meeting;

“**succeeding BIG6**” means, in relation to a BIG6 (“initial BIG6”) the next BIG6 at a meeting selected by TAB and within the same code or, in the case of a cross code BIG6, to the code that corresponds to the first race of the BIG6’;

“**succeeding double**” means, in relation to a double (“initial double”):

- (a) the next double of the same double type (if any) conducted on the same day and at the same race meeting as the initial double; or if there is none,
- (b) the next double of the same double type at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“**succeeding duet race**” means, in relation to a duet race (“initial duet race”):

- (a) the next duet race (if any) conducted on the same day and at the same race meeting as the initial duet race; or if there is none,
- (b) the next duet race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“**succeeding exacta race**” means, in relation to an exacta race (“initial exacta race”):

- (a) the next exacta race (if any) conducted on the same day and at the same race meeting as the initial exacta race; or if there is none,
- (b) the next exacta race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“**succeeding exact 2nd race**” means, in relation to an exact 2nd race (“initial exact 2nd race”):

- (a) the next exact 2nd race (if any) conducted on the same day and at the same race meeting as the initial exact 2nd race; or if there is none,
- (b) the next exact 2nd race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“**succeeding first 4 race**” means, in relation to a first 4 race (“initial first 4 race”):

- (a) the next first 4 race (if any) conducted on the same day and at the same race meeting as the initial first 4 race; or if there is none,
- (b) the next first 4 race at a meeting selected by the TAB and across any state or territory and within the same code;

“succeeding odds & evens race” means, in relation to an odds & evens race (“initial odds & evens race”):

- (a) the next odds & evens race (if any) conducted on the same day and at the same race meeting as the initial odds & evens race; or if there is none,
- (b) the next odds & evens race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“succeeding quaddie” means, in relation to a quaddie (“initial quaddie”) the next quaddie at a meeting selected by the TAB and across any state or territory and within the same code;

“succeeding quinella race” means, in relation to a quinella race (“initial quinella race”):

- (a) the next quinella race (if any) conducted on the same day and at the same race meeting as the initial quinella race; or if there is none,
- (b) the next quinella race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“succeeding treble” means, in relation to a treble (“initial treble”) the next treble at a meeting selected by TAB and across any state or territory and within the same code;

“succeeding trifecta race” means, in relation to a trifecta race (“initial trifecta race”):

- (a) the next trifecta race (if any) conducted on the same day and at the same race meeting as the initial trifecta race; or if there is none,
- (b) the next trifecta race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“succeeding trio race” means, in relation to a trio race (“initial trio race”):

- (a) the next trio race (if any) conducted on the same day and at the same race meeting as the initial trio race; or if there is none,
- (b) the next trio race at a meeting selected by the TAB and within the same meeting class as defined in the jackpot allocation table;

“supplementary dividend” means subject to clause 14.3.2, that dividend of the BIG6 relative to a combination containing winning selections in the first 5

scheduled events of a BIG6 and a losing selection in the remaining event of the BIG6 and excludes any investments entitled to a major dividend;

“TAB” means TAB Limited constituted by the Totalizator Agency Board Privatisation Act 1997;

“TAB outlet” means an office, branch or agency of TAB at which bets in connection with a totalizator are received from the public. Where the context permits, an agency of TAB includes a New South Wales racecourse where bets in connection with an on-course totalizator are received by the racing club as agent for TAB pursuant to section 17(3) of the Act (as the racing club and TAB are conducting a totalizator in respect of the same event or contingency);

“telephone bet” means a bet where the details of the bet are instructed by telephone to an operator at an approved TAB outlet;

“the Act” means the Totalizator Act 1997;

“treble” means 3 races at the same meeting that are declared to be a treble by an order under clause 12.1.

“treble totalizator” means a totalizator for persons to bet on a treble with a view to successfully predicting the contestants that will be placed first in the 3 races of the treble;

“trifecta race” means a race on which a trifecta totalizator is conducted;

“trifecta totalizator” means a totalizator for persons to bet on a trifecta race with a view to successfully predicting, in the correct order, the contestants that will place first, second and third in the race;

“trio race” means a race on which a trio totalizator is conducted;

“trio totalizator” means a totalizator for persons to bet on a trio race with a view to successfully predicting, regardless of order, the contestants that will place first, second and third in the race;

“unit of investment” means the minimum amount that can be invested on a particular totalizator as set out in clause 2.4;

“USA racing event” - see clause 17.1.1;

“walkover” means a race comprising only one starter which is subsequently declared the first placed finisher in the race;

“win and place totalizator” means totalizators for persons to bet on a race with a view to successfully predicting:

- (a) the contestant that will place first in the race; or
- (b) a contestant that will place first, second or third in a 3 dividend race; or
- (c) a contestant that will place first or second in a 2 dividend race.

1.6 Interpretation

In these rules unless the contrary intention appears:

- 1.6.1 a reference to these rules includes any variation or replacement of them;
- 1.6.2 a reference to a statute or other law includes regulations and other instruments under it and any consolidations, amendments, reenactments or replacements of it;
- 1.6.3 the singular includes the plural number and vice versa;
- 1.6.4 a reference to a gender includes a reference to each gender;
- 1.6.5 the word “person” includes a firm, corporation, body corporate, unincorporated association or a governmental authority;
- 1.6.6 a reference to a person includes a reference to the person’s legal personal representatives, successors, liquidators, trustees in bankruptcy and the like, and permitted assigns;
- 1.6.7 “includes” means includes but without limitation;
- 1.6.8 where a word or phrase is given a defined meaning in these rules, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
- 1.6.9 a reference to an act includes an omission and a reference to doing an act includes executing a document; and
- 1.6.10 a heading is for reference only. It does not affect the meaning or interpretation of these rules.

2. INVESTMENTS

2.1 How to make a bet

A person may make a bet with TAB, or with a racing club conducting an on-course totalizator, in one of the following ways:

- 2.1.1 by using a provided entry form to supply to TAB, or the racing club, with details of the bet the person wishes to make; or
- 2.1.2 by asking TAB, or the racing club, to enter details of the bet into the TAB or racing club computer system; or
- 2.1.3 by a telephone bet; or
- 2.1.4 by a device bet; or
- 2.1.5 by using any other method approved by TAB.

2.2 Acceptance and payment for bets

A bet will be accepted by TAB, or by a racing club conducting an on-course totalizator, if the bet is made in accordance with these rules and payment is made in one of the following ways:

- 2.2.1 by the deposit of the amount of the bet in cash (including by electronic transfer) or by use of a betting voucher; or
- 2.2.2 by debit against funds held in the betting account of the person making the bet; or
- 2.2.3 by any other method approved by TAB.

2.3 Bets accepted after start of race or declared betting event

If for any reason including a system malfunction or human error, betting is not closed at the actual start of a race or declared betting event, any bet sold or accepted after the actual start of a race or declared betting event shall be void and the investor will only be entitled to a refund of the bet amount.

2.4 Amount of bets and minimum bet

Except in the case of flexi bets:

- 2.4.1 the minimum amount that may be invested on a totalizator in a bet is the relevant single unit of investment as set out for that totalizator type in the table in clause 2.4.2 or such other amount as TAB may determine from time to time; and
- 2.4.2 any greater amounts invested on a totalizator must be a multiple of the relevant single unit of investment for that totalizator type:

Totalizator type	Unit of investment	Investment multiples
Racing	\$0.50	\$0.50
FootyTAB - AFL		
Double	\$0.50	\$0.50
Xtra Double	\$0.50	\$0.50
Half/Full Double	\$0.50	\$0.50
Half/Full Xtra Double	\$0.50	\$0.50
Quad	\$0.50	\$0.50
Quarter Quad	\$0.50	\$0.50
Win	\$0.50	\$1.00
Pick the Margins	\$0.50	\$1 .00
Pick the Score	\$0.50	\$1 .00

Pick the Winners	\$0.50	\$1 .00
Tip7	\$0.50	\$5.00
-Tip8	\$0.50	\$5.00
Declared Betting Events other than FootyTab - AFL	\$0.50	\$1 .00

2.5 Flexi bets

2.5.1 In the case of a flexi bet, the minimum amount that may be invested on a totalizator in a single bet is the greater of:

- (a) 1 cent for each combination covered by the bet; or
- (b) \$5.00 or such other amount as TAB may determine from time to time.

2.5.2 Flexi bets are available on a quinella totalizator, exacta totalizator, duet totalizator, doubles totalizator, trio totalizator, trifecta totalizator, first 4 totalizator, treble totalizator, quaddie totalizator, BIG6 totalizator, FootyTAB Pick the Margins totalizator or any other totalizator as otherwise determined by TAB or the racing club conducting a domestic totalizator.

2.5.3 The amount invested on each combination covered by a flexi bet is determined by dividing the total amount of the flexi bet by the number of combinations covered by the flexi bet (with any fractions rounded down to the nearest ten-thousandth of a cent (ie. rounded down to four decimal places)).

2.5.4 Any amount resulting from rounding down the amount covered by a combination covered by a flexi bet to the nearest ten-thousandth of a cent forms part of the investment pool of the relevant totalizator upon which the flexi bet is made.

2.6 Cash bets

2.6.1 Method of making cash bets

- (a) A person who makes a cash bet must give details in the form as TAB (or the racing club conducting a domestic totalizator) may determine from time to time. This detail may include:
 - (i) the race meeting at which the race or races to which the bet relates will take place;
 - (ii) the number or numbers of the race or races to which the bet relates;
 - (iii) the contestant number or contestant numbers to which the bet relates;

- (iv) the declared betting event to which the bet relates and the winning teams or final score;
 - (v) the amount of the bet;
 - (vi) the type of the bet; and
 - (vii) any additional information in relation to the bet as may be required by an operator whose function it is to accept the bet at the TAB outlet or at the racecourse on behalf of the racing club, so as to identify the particular bet being made.
- (b) If in the opinion of the manager of the TAB outlet the person making the cash bet speaks in an insulting, indecent or threatening manner, or conveys any false or misleading information or incomplete or unclear instructions, or the person is intoxicated, or indecent, violent or quarrelsome in their conduct as determined by the manager, the manager may direct:
- (i) that a cash bet not be accepted;
 - (ii) that a cash bet (if accepted) be cancelled and the amount of the bet be refunded; and/or
 - (iii) that the person be removed from the TAB outlet for the period determined by the manager (not extending beyond one day).

2.6.2 Betting tickets to be issued for cash bets

- (a) If a person makes a cash bet, then the TAB outlet or the racing club conducting the domestic totalizator (as the case may be) must, while the person is at the place where the bet is made in connection with the totalizator, issue a ticket to the person who made the cash bet ("betting ticket").
- (b) The betting ticket will show complete details of the bet in the form TAB, or the racing club, may determine from time to time.
- (c) The betting ticket acknowledges receipt by TAB, or the racing club, of the bet in relation to which the betting ticket is issued.
- (d) The betting ticket may be cancelled if the amount of the bet is not paid for immediately after the betting ticket is issued.

2.6.3 Records of cash bets

- (a) Notwithstanding any other provision of these rules (including the issue of a betting ticket), a cash bet is not taken to have been accepted at a TAB outlet, or the racing club conducting the domestic totalizator, unless a record of the bet has been entered into TAB's system in the manner as TAB may determine from time to time.

- (b) TAB is not liable to any person for any losses, damages, expenses or claims suffered or incurred by, or as a result of:
 - (i) any delay, failure, malfunction or breakdown in any part of the TAB system (whether mechanical or human) which prevented a cash bet from being made by entry onto the TAB system; or
 - (ii) a malfunction with a betting ticket printer where the cash bet was made and recorded into TAB's system and the betting ticket was not printed or was printed incorrectly.

2.6.4 Details on betting tickets

- (a) Subject to clause 2.6.5, the details recorded on a betting ticket issued by TAB, or the racing club conducting an on- course totalizator, are taken to be the details of the bet for which the betting ticket is issued, even if those details differ in any respect from the details given by the person making the bet.
- (b) It is the responsibility of the person making the bet to make sure details on the betting ticket are in accordance with the bet details requested by the person.

2.6.5 Cancellation for errors on betting tickets

- (a) A person who is issued with a betting ticket that the person claims is incorrect because it does not correctly reflect the details given by the person when the bet was made is only entitled:
 - (i) to have the ticket cancelled and a new ticket reissued at the TAB outlet or racing club conducting the domestic totalizator of issue, in accordance with the details given; or
 - (ii) to have the ticket cancelled and the amount of the bet refunded by the TAB outlet or the racing club conducting the domestic totalizator of issue; where:
 - (iii) the operator at the TAB outlet or racing club conducting the domestic totalizator who issued the ticket is satisfied that it is incorrect on the grounds so claimed; and
 - (iv) the person surrenders the ticket to the operator; and
 - (v) the claim to have the ticket cancelled and reissued or cancelled and the bet refunded is made within the time periods set out in clause 2.6.5(b); and
 - (vi) the bet was sold through an operator serviced terminal.

- (b) The claim to the entitlement under clause 2.6.5 may only be exercised by the person making the bet:
- (i) at any time up until the actual start of the previous race on the meeting to which the bet relates; or
 - (ii) if the bet relates to the first race of a meeting, at any time up until 30 minutes prior to the advertised start of the race; or
 - (iii) when only selected events on a race meeting are covered, at any time up until 30 minutes prior to the advertised start of the race; or
 - (iv) when the previous race is abandoned, at any time up until the advertised start time of the previous race; or
 - (v) when a race is run out of order, at any time up until 30 minutes prior to the advertised start of the race; or
 - (vi) if a doubles bet, at any time up until the start of the race prior to the first leg of the double or if the double involves the first race of the meeting covered by TAB, at any time up until 30 minutes prior to the advertised start of the race; or
 - (vii) if a quaddie bet, at any time up until the start of the race prior to the first race of the quaddie or if the quaddie involves the first race of the meeting covered by TAB, at any time up until 30 minutes prior to the advertised start of the race; or
 - (viii) if a treble bet, at any time up until the start of the race prior to the first race of the treble or if the treble involves the first race of the meeting covered by TAB, at any time up until 30 minutes prior to the advertised start of the race; or
 - (ix) if a BIG6 bet, at any time up until the start of the race prior to the first race of the BIG6 or if the BIG6 involves the first race of the meeting covered by TAB, at any time up until 30 minutes prior to the advertised start of the race; or
 - (x) for a bet sold on a declared betting event, at any time up until 30 minutes prior to the advertised close of betting on the totalizator; or
 - (xi) if the bet was sold after the time periods in paragraphs (i) to (ix) at any time within 2 minutes after the betting ticket is issued and before the close of betting for the race or declared betting

event or after that time at any time during a period of grace for cancelling a bad sale as determined by the TAB from time to time. During high volume betting periods such as racing carnivals, TAB, with the approval of the regulator, may extend the 2 minute cancellation period specified above to allow cancellations for a longer period after the betting ticket is issued; or

- (xii) if the bet was sold:
 - A. after the time periods in paragraphs (i) to (ix); and
 - B. between the start of business of the TAB outlet or the racing club conducting the domestic totalizator (as the case may be) and 11.59pm Melbourne time on the day that the Melbourne Cup (thoroughbred race) is held,

at any time within 15 minutes after the betting ticket is issued and before the close of betting for the race or declared betting event or after that time at any time during a period of grace for cancelling a bad sale as determined by the TAB from time to time; or

- (xiii) at any other lesser time determined by TAB.

- (c) A betting ticket that is reissued under this clause 2.6.5 is taken, for the purposes of clause 2.6.4, to be the betting ticket for the bet for which the original betting ticket was issued.

2.7 Telephone bets

2.7.1 Method of making telephone bets

- (a) A telephone bet may only be made to a telephone number at a TAB outlet (which has been approved by TAB for the purpose of receiving telephone bets) in which the person making the bet clearly states:
 - (i) the number of the betting account against which the bet is to be debited and (if required by the TAB operator accepting the bet) the PIN allocated to that account; and
 - (ii) the details specified in clause 2.6.1 in respect of the bet.
- (b) If in the opinion of the manager of the TAB outlet the person making the telephone bet speaks in an insulting, indecent or threatening manner, or conveys any false or misleading information or

incomplete or unclear instructions, as determined by the manager, the manager may direct:

- (i) that a telephone bet not be accepted; or
- (ii) that a telephone bet (if accepted) be cancelled and the amount of the bet be refunded; or
- (iii) that a person's betting account be closed and any money standing to the credit of the account be refunded to the person.

2.7.2 Records of telephone bets

- (a) An operator at a TAB outlet who proposes to accept a telephone bet:
 - (i) must make a record by entry of the bet onto TAB's system, in the manner as TAB may determine from time to time, of the details as are necessary to identify the person making the bet and to describe the particular bet made; and
 - (ii) must repeat the details of the bet to the person to enable the person to correct any errors in the details. If the person does not make any corrections or the person indicates that he or she does not wish to have them repeated, the person is taken to have confirmed as correct the bet details in the record of TAB.
- (b) A telephone bet is taken not to have been accepted at a TAB outlet unless a record of the bet has been made in accordance with this clause.
- (c) The details of a telephone bet recorded in accordance with this clause are taken to be the details of the bet, even if those details differ in any respect from the details given by the person making the bet.
- (d) A record of each telephone bet made to a TAB outlet must be sent to TAB.
- (e) In addition to the other requirements of this clause, the manager of a TAB outlet must ensure that all telephone bets are tape recorded and the tape recording sent to TAB.
- (f) TAB must retain the tape recording for a period of at least 28 days from the date of the race or declared betting event to which the bet relates or, if a claim with respect to the bet is made during that period, until the claim is finally determined.

2.7.3 Cancellation of telephone bets

If, before the close of betting and during the course of the same telephone call and before the making of any further bets, the person claims that the details of the telephone bet are not as specified by the person, the operator of the TAB outlet accepting the bet:

- (a) must correct the record of the bet on TAB's system in accordance with the claim; or
- (b) if it is not practicable for that to be done before the close of betting, must reject and cancel the bet and refund the amount of the bet to the betting account.

2.7.4 Telephone system delays and failures

TAB is not liable to any person for any losses, damages, expenses or claims suffered or incurred by, or as a result of any delay, failure, malfunction or breakdown in any part of the telephone system (whether mechanical or human) which enables a telephone bet to be made.

2.8 Device bets

2.8.1 Method of making device bets

- (a) A device bet may only be made to a TAB outlet (approved by TAB for the purpose of receiving device bets) in which the person making the bet clearly gives an instruction to TAB's system of:
 - (i) the number of the betting account against which the bet is to be debited and the PIN and/or password allocated to that account; and
 - (ii) the details specified in clause 2.6.1 in respect of the bet.
- (b) If in the opinion of the manager of a TAB outlet that the person's instructions are incomplete or unclear, the manager may direct:
 - (i) the device bet not be accepted; or
 - (ii) that a device bet (if accepted) be cancelled and the amount of the bet refunded.
- (c) If a person has been refused access to the means of making a device bet to TAB fixed odds betting, then TAB may refuse to accept a device bet from that person for a totalizator under these rules.
- (d) A device bet may be accepted at a TAB outlet even if any other bet to which the communication relates is not accepted.

2.8.2 Records of device bets

- (a) The TAB outlet that proposes to accept a device bet must make a record by entry of the bet onto TAB's system, in the manner as TAB may determine from time to time, of the details as are necessary to identify the person making the bet and to describe the particular bet made.
- (b) A device bet is taken not to have been accepted at a TAB outlet unless a record of the bet has been made in accordance with this clause.
- (c) The details of a device bet recorded in accordance with this clause are taken to be the details of the bet, even if those details differ in any respect from the details given by the person making the bet.
- (d) A record of each device bet made to a TAB outlet must be sent to TAB.

2.8.3 Cancellation of device bets

A device bet may not be cancelled after acceptance of the bet by the TAB outlet.

2.8.4 Telephone and computer system delays and failures

TAB is not liable to any person for any losses, damages, expenses or claims suffered or incurred by, or as a result of any delay, failure, malfunction or breakdown in any part of the telephone or computer system (whether mechanical or human) which enables a device bet to be made.

2.9 Betting accounts

2.9.1 Bets against funds in betting accounts

A person may only make a telephone or device bet against funds in a betting account, established by the person making the bet. The bet will not be accepted if the amount of the bet is greater than the amount of the cleared funds in the account.

2.9.2 Establishment of betting account

- (a) A person may apply to TAB, or a racing club conducting an on-course totalizator, for the establishment of an account ("a betting account").
- (b) An application:
 - (i) must specify the information, and be completed in the form and manner, as TAB, or racing club, may require; and
 - (ii) may be accompanied by:

A: a minimum deposit as determined by TAB from time to time which is to be credited to the account; or

B: by a guarantee for not less than the approved minimum amount from a financial institution or other security acceptable to TAB, or the racing club, and which security is in accordance with arrangements approved by the Minister under the Act.

- (c) If required by TAB, any deposit to a betting account made by way of cheque or otherwise will not be credited to the account until TAB, or the racing club, is satisfied that the deposit is cleared funds.
- (d) A person who establishes a betting account will be notified by TAB, or the racing club of the betting account number.
- (e) TAB, or the racing club, who receives a deposit for payment into a betting account must issue a receipt for the deposit to the person who made the deposit.

2.9.3 Instructions in relation to betting accounts

- (a) A person who has established a betting account may give instructions in the manner as TAB, or the racing club, may approve (including by telephone or by a device), relating to the application or disposal of any amount standing to the credit of the account.
- (b) TAB, or the racing club, must comply with any reasonable instruction given to it by a person under this clause.

2.9.4 Payment of TAB betting account guarantees

- (a) Subject to any other arrangements that may be agreed between TAB and the person establishing the betting account in relation to the enforcement of any security, if TAB sends a statement relating to a betting account to the last known address of the person who has lodged a guarantee from a financial institution with TAB in respect of the account, the person must within 14 days of the date of the statement pay to TAB any money due to TAB by the person from the operation of the account.
- (b) TAB may take action in terms of recovery under the guarantee from the financial institution as is necessary to recover any money that remains due after the expiration of the 14 day period.

2.9.5 Non-operation of TAB betting accounts and account fees

- (a) TAB may close any betting account that is not transacted on for a period exceeding 3 months and, in that event, may transfer any amount standing to the credit of the account to a dormant account operated by TAB. In this case TAB will notify the holder of the

account at the last address known to TAB that the account has been closed.

- (b) TAB may reopen a betting account that has been closed under this clause and re-credit to the account any amount credited to a dormant account as a result of the closure of the account.
- (c) TAB may impose and debit any betting account with the following fees:
 - (i) dormant account keeping fee;
 - (ii) a claim investigation fee;
 - (iii) an account administration fee for deposits to betting accounts;
 - (iv) a service fee for deposits to betting accounts made through persons other than TAB outlets. The fees will be as determined by TAB from time to time. TAB may waive any or all of the fees on a basis as it determines from time to time.

2.9.6 Credits to TAB betting accounts

If an amount has been incorrectly credited to a betting account or an incorrect amount has been credited to the account, TAB:

- (a) may adjust the account to the extent necessary to rectify the incorrect credit; and
- (b) if, as a result of such adjustment, the account is in debit, may recover from the holder of the account as a debt due, the amount of the deficiency in the account.

2.10 Betting vouchers

2.10.1 TAB, or a racing club conducting an on-course totalizator, may issue betting vouchers and may authorise any other person to issue betting vouchers.

2.10.2 A betting voucher:

- (a) will be in the form as TAB, or the racing club, determines including:
 - (i) a gift certificate;
 - (ii) a stored value card or coupon for use in a self service terminal;
 - (iii) an on-course key ticket; or
 - (iv) any other similar or like instrument to any of the above; and

- (b) is valid for the period as is specified on the betting voucher provided that if no date is specified the voucher is valid for 12 months from the date of issue. Any unused value of a betting voucher after the expiry date for its validity will be retained by TAB and treated as unclaimed dividends; and
- (c) is to be regarded as cash equal to the value of the amount represented by the voucher.

2.10.3 Betting vouchers may be accepted at any TAB outlet:

- (a) for the making of cash bets; or
- (b) for the making of deposits to a betting account maintained with TAB; or
- (c) redeemed for cash up to the available amount.

2.11 Certificate as to records

2.11.1 TAB may issue a certificate in relation to a bet stating that the details of the bet as contained in a record kept or held by TAB are as specified in the certificate.

2.11.2 In any proceedings or dispute, a certificate under this clause is evidence as to the matters stated in the certificate.

2.12 Removal of certain persons from TAB outlets

The manager of a TAB outlet may direct a person to leave the TAB outlet if the manager is of the opinion that the person is creating a public annoyance. A direction has effect for the time (not extending beyond the day on which it is given) as the manager may specify in the direction.

2.13 Betting by minors

A person under the age of 18 years must not bet on a totalizator.

3. RESULTS, DIVIDENDS AND REFUNDS

3.1 Result of race or declared betting event

3.1.1 A reference to the contestant or finisher placed first, second, third, fourth, fifth or sixth in a race is a reference to the horse or greyhound declared by the stewards to be the first, second, third, fourth, fifth or sixth finisher in the race;

3.1.2 A reference to the winning team or final score for the relevant footyTAB totalizators is as set out in clause 18.2.

3.2 Payment of dividends

- 3.2.1 (a) A dividend or refund payable in respect of a bet will be available for collection or credited to the appropriate betting account as

soon as is practicable after the race or declared betting event on which the bet was made.

- (b) Immediately after the declaration of dividends, notice of the amounts will be exhibited in a place appointed for that purpose by TAB.

3.2.2 Where a totalizator is conducted by TAB, no dividend will be declared and paid except by order of TAB, in accordance with the decision of TAB as to the result of the race or event, and when TAB has ordered a dividend to be declared and paid on the race or event no investor on any other result on that race or event will be entitled to receive a dividend on that race or event.

3.2.3 TAB, or a racing club conducting a domestic totalizator (as the case may be), must not declare or pay a dividend on:

- (a) a race or a combination of races except following a declaration of correct weight by the stewards; or
- (b) a declared betting event except following the announcement of official or podium positions at the conclusion of the event by the relevant controlling body or committee under whose authority the event or contest is conducted.

3.2.4 TAB is not liable to any person for any losses, damages, expenses or claims suffered or incurred by or as a result of any error in the declaration of correct weight by the stewards or the advice to TAB of the contestant numbers of the finishers in the race.

3.3 Protests, objections and recontested events

3.3.1 If a protest is lodged in accordance with the rules of racing before the declaration of correct weight in a race, a dividend for that race must not be declared or paid until the protest has been decided by the stewards. Before making a decision on a protest, the stewards (subject to the declaration of correct weight) may declare placings not affected by the protest. TAB, or a racing club conducting a domestic totalizator, may at its discretion make payment of dividends on the placings unaffected by the protest.

3.3.2 (a) If an objection or protest is lodged in accordance with the declared event rules governing the declared betting event, TAB will declare the result based on the official or podium positions of the event as per the adjudication of the relevant controlling body or committee. Subsequent disqualification, promotion of contestants, or any other change is irrelevant for the purpose of determining the result of a bet on a declared betting event.

- (b) Should any declared betting event be recontested or replayed for any reason whatsoever, the replay will be treated as a separate

event and will have no effect on the result of the original contest. TAB may, at its discretion treat the replay as a future contest.

3.4 Calculation of dividends

3.4.1 A dividend is calculated by TAB, or a racing club conducting a domestic totalizator, on a single unit of investment for the relevant totalizator (excluding Merged Pools). The dividend is calculated:

- (a) by dividing the relevant totalizator dividend pool (or part thereof where the pool is divided) by the number of units of investment on the successful winning contestant or combination. (For those totalizators where flexi bets are available, any amounts bet which are less than a single unit of investment are to be included in the calculation of the dividend payable on a single unit of investment by the division of the relevant totalizator dividend pool.)
- (b) having regard to any determinations made by TAB in respect of:
 - (i) the Commission deductions before distribution of the balance of the relevant pool as dividends to investors who select the winning contestant or combination; and
 - (ii) fractions and the rounding of any calculated amount of the dividend payable; and
 - (iii) the minimum dividend provisions.

3.4.2 A dividend is calculated by TAB, on a single unit of investment for the relevant merged pool. The dividend is calculated:

- (a) by dividing the relevant merged dividend pool (or part thereof where the pool is divided) by the number of merged units of investment on the successful winning contestant or combination;
- (b) by dividing the merged dividend pool between the totalizators included in the merged pool based on the number of units of investment on the successful winning combinations for each totalizator within the merged pool. (For those totalizators where flexi bets are available, any amounts bet which are less than a single unit of investment are to be included in the calculation of the dividend payable on a single unit of investment by the division of the relevant merged pool.)
- (c) having regard to any determinations made by TAB in respect of:
 - (i) the Commission deductions for each totalizator included in the merged pool before distribution of the balance of the relevant pool as dividends to investors who select the winning contestant or combination; and

- (ii) fractions and the rounding of any calculated amount of the dividend payable; and
- (iii) the minimum dividend provisions.

3.4.3 The dividend payable by TAB, or the racing club, in respect of a bet will bear the same proportion to the dividend declared in respect of a single unit of investment as the amount of the bet bears to a single unit of investment.

3.4.4 Subject to the clauses regarding where the winning combination is not backed to the equivalent of a unit of investment in clause 6 (quinella totalizator), 7 (exacta totalizator), 8 (trifecta totalizator), 9 (first 4 totalizator), 10 (doubles totalizator), 11 (quaddie totalizator), 13 (treble totalizator), 13 (duet totalizator), 14 (BIG6 totalizator), 15 (trio totalizator) and 21 (FootyTab) the dividend calculated on a flexi bet will be the same proportion of the dividend declared for a unit of investment as the amount invested in the flexi bet on the relevant combination (as determined in accordance with clause 2.4.1 (Flexi bets)) bears to the single unit of investment.

3.5 Dividends and refunds to be paid on presentation of tickets

3.5.1 Where a betting ticket is issued for a cash bet under clause 2.6.2 (betting tickets to be issued for cash bets) a dividend or refund must not be paid except on presentation of a ticket unless otherwise approved by TAB, or the racing club conducting the domestic totalizator.

3.5.2 TAB, or a racing club, is not required to entertain a claim in respect of the short payment of a dividend or refund after the investor has left the payout window at the place where the dividend or refund was paid.

3.5.3 A ticket held in respect of a race or declared betting event that has been postponed to another date is invalid except only for the purpose of claiming a refund or as provided for in these rules.

3.5.4 A person may claim a dividend or refund for up to 12 months after the race or declared betting event on which the bet was made.

3.6 Payment of dividends, refunds and betting account balances

3.6.1 An amount to which a person is entitled:

- (a) as a dividend or refund for a cash bet made at a TAB outlet or made on a racecourse with a racing club conducting a domestic totalizator; or
- (b) as the credit balance of a betting account established by the person with TAB, or the racing club conducting an on- course totalizator,

for the purpose of making telephone or device bets at a TAB outlet, must, on application made by the person, be paid to the person in cash or by cheque.

3.6.2 The amount may be paid at a TAB outlet or at any other place as may be designated by TAB (or the racing club conducting a domestic totalizator) for that purpose, and may be paid at the times as TAB, or the racing club, may approve for the purpose.

3.6.3 A dividend or refund to which a person is entitled in respect of a telephone or device bet that has been debited against a betting account must be paid to the person:

- (a) in accordance with any reasonable written instructions received from the person; or
- (b) in the absence of any instructions, by payment into the person's betting account.

3.6.4 If TAB is in doubt as to the identity of the person to whom an amount is due (whether as a dividend, refund or balance of a betting account):

- (a) TAB may, in the case of presentation of a ticket for a cash bet, investigate whether the person whom presents the ticket either placed the bet or is acting with the authority of the person who placed the bet and TAB may require a statutory declaration in the form and containing the information it may require; and
- (b) TAB may retain the amount and pay it to any person who establishes to TAB's satisfaction that he or she is the person to whom the amount is due; and
- (c) TAB is relieved from all further liability in respect of an amount paid by it to a person under this clause 3.6.4.

3.6.5 If a dividend or a refund to which a person is entitled is for an amount of less than 5 cents:

- (a) where the person has established a betting account with TAB, the dividend or refund will be paid by TAB depositing the amount of that dividend or refund into the person's betting account; and
- (b) where the person does not have a betting account with TAB:
 - (i) if the aggregate of all dividends or refunds to which the person is entitled on all betting tickets which that person presents for payment at the same time is 3 cents or more ("**aggregate amount**") the aggregate amount will be rounded up or down to the nearest 5 cents as determined by TAB and paid to the person in accordance with this clause 3.6.5; and

- (ii) otherwise, the dividend or refund will be rounded down to zero.

3.7 Claims concerning dividends or refunds

3.7.1 Within 14 days after a person becomes entitled to a dividend or refund for a bet or within such further time as TAB may allow, the person may lodge a written claim with TAB, or the racing club conducting a domestic totalizator as applicable, to the effect that the amount of the entitlement as calculated by TAB, or the racing club, is less than the actual amount to which the person is entitled.

3.7.2 After investigating the claim, TAB, or the racing club as applicable:

- (a) must notify the claimant of its decision; and
- (b) may pay such dividend or refund to the claimant as to TAB, or the racing club, appears just and reasonable; and
- (c) if the dividend that was calculated and declared did not include the claimant's investment, and that dividend exceeds, by more than \$1000.00, the dividend that would have been declared had the dividend be recalculated to include the claimant's investment, then the dividend that applies for the purpose of the claim will be the recalculated dividend that includes the claimant's investment; and
- (d) such amounts that are paid to the claimant shall exclude any refund or credit given to the claimant in respect of the claimant's Investment under any other provision of these Rules.

3.8 Claims concerning records of telephone bets

3.8.1 Within 14 days after making a telephone bet or within any further time as TAB may allow, a person may lodge a written claim with TAB to the effect:

- (a) that the details of the bet given by the person when making the bet were incorrectly recorded on entry into TAB's system; and
- (b) that the person has suffered loss as a result of the error.

3.8.2 If, after investigating the claim, TAB is satisfied:

- (a) that the claim is justified; and
- (b) that the error complained of was due to the negligence or wilful default of any officer, employee or agent of TAB; TAB will make any appropriate alteration to the record and will pay such dividend or refund to the claimant as to TAB appears just and reasonable.

3.8.3 Any election by the claimant not to have the details of a telephone bet repeated, as referred to in clause 2.7.2, will be taken into account in TAB 's investigation of the claim.

3.9 Lost, destroyed, mutilated and stolen ticket claims

3.9.1 Claims for dividends or refunds in respect of lost, destroyed, mutilated or stolen betting tickets must be lodged within 14 days of the respective race meeting or declared betting event unless the claimant can provide a reason to the satisfaction of TAB for the delay in lodging the claim. Claims may be lodged at any TAB outlet. Where a claim is made:

- (a) TAB may charge the claimant a claim investigation fee, as determined by TAB from time to time, to investigate the claim; and
- (b) a statutory declaration from the claimant in the form and containing the information as TAB requires must accompany the claim; and
- (c) the claim will not be investigated prior to the occurrence of the respective race or declared betting event and the ticket becoming dividend or refund bearing unless:
 - (i) the ticket investment value exceeds \$100.00; or
 - (ii) in the case of a claim for a stolen ticket, the claimant has reported the theft to the police; and
- (d) the claimant will receive written acknowledgment of receipt of their claim within 21 days of the claim being received by TAB; and
- (e) TAB may stop payment on the ticket pending the outcome of its investigation.

3.9.2 Following investigation by TAB of the claim for the lost, destroyed, mutilated or stolen betting ticket, if TAB is satisfied that the claimant is entitled to payment of a dividend or refund on the betting ticket then:

- (a) approved claims will be settled by:
 - (i) voucher payable at any TAB cash sales outlet, except for amounts greater than \$500 (Five Hundred Dollars);
 - (ii) cheque in favour of the claimant; or
 - (iii) deposit to the claimant's nominated betting account; and
- (b) TAB will immediately record the cancellation of the ticket.

3.10 Information to accompany claims

A claim by a person under this clause 3 need not be investigated unless the claimant gives to TAB, or racing club conducting a domestic totalizator (as the case may be), the information, tickets and other documents as are in the claimant's possession, as may be necessary to facilitate investigation of the claim.

3.11 Review of decisions on a claim

3.11.1 A person who is dissatisfied with the TAB's or racing club's decision on a claim under this clause may request TAB, or racing club, as applicable to review its decision.

3.11.2 TAB or racing club will deal with a request for review in the same way as if it were a claim, except that the person who deals with the request must not be:

- (a) the person who dealt with the original claim; or
- (b) a person who is under the supervision of the person who dealt with the original claim.

3.11.3 This clause does not authorise more than one request for review to be made in relation to any one claim.

4. RACING EVENT TOTALIZATORS - GENERAL RULES

4.1 Commission deduction

Money invested on a totalizator conducted by TAB, or a racing club, on one or more racing events will be subject to a Commission deduction.

4.2 Refunds

4.2.1 Termination of totalizator pool

If any totalizator for a race event is terminated under these rules, the whole amount invested on the race must be refunded to the investors. For merged pools, if one or more totalizators included in the merged pool is terminated, the investment pool for that totalisator must be refunded to the investors and excluded from the merged pool. If only one totalizator remains in the merged pool, dividends will be calculated according to the rules for that totalizator.

4.2.2 Non-starters

- (a) If:
 - (i) a contestant on which money has been invested does not become a starter in a race (including a re-run race); or

- (ii) a combination of contestants on which money has been invested includes a contestant that does not become a starter in a race (including a re-run race); the money invested on the contestant or the combination (as the case may be) must be refunded to the investors.
- (b) Subclause (a) applies unless:
- (i) the money is invested on a doubles totalizator and the relevant ticket is not presented in accordance with clause 10.3.4(a)(i) so that clause 10.3.4(a)(ii) applies; or
 - (ii) the money is invested on a quaddie totalizator and the relevant ticket is not presented in accordance with clause 11.3.4(a)(i) so that clause 11.3.4(a)(ii) applies;
 - (iii) the money is invested on a treble totalizator and the relevant ticket is not presented in accordance with clause 12.3.4(a)(i) so that clause 12.3.4(a)(ii) applies;
 - (iv) the money is invested on a parlay bet and clause 19 applies; or
 - (v) The money is invested on a BIG6 totalizator and the relevant ticket is not presented in accordance with clause 14.3.4(a)(i) so that clause 14.3.4(a)(ii) applies.

4.2.3 **Abandonment, postpone, walkovers etc**

- (a) If a race is:
- (i) abandoned; or
 - (ii) postponed until another day; or
 - (iii) declared a no-race; or
 - (iv) a walkover, the whole amount invested on the race must be refunded to the investors.
- (b) The amount invested referred to in Rule 4.2.3(a)(iv):
- (i) shall not in respect of quinella include any amount in the quinella jackpot pool for that quinella totalizator, which shall be carried forward and paid into the quinella jackpot pool for the quinella totalizator conducted on the succeeding quinella race;
 - (ii) shall not in respect of exacta include any amount in the exacta jackpot pool for that exacta totalizator, which

shall be carried forward and paid into the exacta jackpot pool for the exacta totalizator conducted on the succeeding exacta race;

- (iii) shall not in respect of duet include any amount in the duet jackpot pool for that duet totalizator, which shall be carried forward and paid into the duet jackpot pool for the duet totalizator conducted on the succeeding duet race;
- (iv) shall not in respect of trio include any amount in the trio jackpot pool for that trio totalizator, which shall be carried forward and paid into the trio jackpot pool for the trio totalizator conducted on the succeeding trio race;
- (v) shall not in respect of trifecta include any amount in the trifecta jackpot pool for that trifecta totalizator, which shall be carried forward and paid into the trifecta jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race;
- (vi) shall not in respect of first 4 include any amount in the first 4 jackpot pool for that first 4 totalizator, which shall be carried forward and paid into the first 4 jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race;
- (vii) shall not in respect of exact 2nd include any amount in the exact 2nd jackpot pool for that exact 2nd totalizator, which shall be carried forward and paid into the exact 2nd jackpot pool for the exact 2nd totalizator conducted on the succeeding exact 2nd race;
- (viii) shall not in respect of odds & evens include any amount in the odds & evens jackpot pool for that odds & evens totalizator, which shall be carried forward and paid into the odds & evens jackpot pool for the odds & evens totalizator conducted on the succeeding odds & evens race;

(c) Subclause (a) applies unless:

- (i) clause 10 applies in respect of a doubles totalizator;
- (ii) clause 11 applies in respect of a quaddie totalizator; or,
- (iii) clause 14 applies in respect of a BIG6 totalizator.

4.2.4 **No contestant or combination backed**

If none of the contestants or combinations in respect of which dividends are payable are backed in the case of win and place totalizators, the dividend pool must be refunded to the investors.

4.3 Application of minimum dividend provisions in certain cases

TAB may determine from time to time that there is to be a minimum dividend for a racing event totalizator. If TAB has determined there will be a minimum dividend, the minimum dividend applies to all bets on a race totalizator unless a provision in Appendix 1 (Determination of Dividend — Minimums & Fractions) states that it does not apply in a particular case.

4.4 Out of sequence races and re-runs of races

4.4.1 If a race is run out of normal race number sequence or if a race is re-run, TAB, or the racing club conducting an on-course totalizator, may reopen the totalizator for the re-run.

4.4.2 The amount invested on the totalizator for the first run of the race must be dealt with in accordance with the result of the re-run or the out of sequence race.

4.5 Pool Guarantee

For the purpose of Trifecta, First 4, Treble, Quaddie or BIG6 totalizators or merged pools including one or more of these totalizators:

- (a) TAB may apply a pool guarantee at the sole discretion of TAB. In the case of BIG6, the pool guarantee shall apply to the major dividend pool, in accordance with clause 14.3.2.
- (b) Subject to 4.5(e), 8.2.2(b)(ii), 8.2.2(c)(ii), 9.3.2(b)(ii), 9.3.2(c)(ii), 9.3.2(d)(ii) if a pool guarantee is in place on a totalizator or merged pool where there are backed combinations; TAB is liable for that portion of the pool guarantee shortfall applicable to the backed combinations.
- (c) Subject to 4.5(e), if a pool guarantee is in place on a totalizator where there are unbacked combinations; TAB is not liable for that portion of the pool guarantee shortfall applicable to the unbacked combinations. For merged pools, this clause applies when there are unbacked combinations for all of the totalizators involved in the merged pool.
- (d) Subject to 4.5(e), if a pool guarantee is in place on a totalizator where there is less than a unit of investment on backed combinations; TAB is liable for the full unit of the pool guarantee shortfall applicable to the backed combinations. For merged pools, this clause applies when there is less than a unit of investment across any of the totalizators involved in the merged pool.
- (e) In the event that all bets from a guarantee pool are refunded to investors, the refunds will not include any part of a pool guarantee and TAB is not liable for any pool guarantee shortfall.
- (f) In the event all bets from one or more totalizators involved in a merged pool are refunded to investors but not all totalizators are

refunded, the refunds will not include any part of a pool guarantee and TAB is not liable for any pool guarantee shortfall.

4.6 Seeded Jackpots

For the purpose of First 4, Treble, Quaddie or BIG6 totalizators:

- (a) TAB may include a seeded jackpot amount in a jackpot pool at the sole discretion of TAB;
- (b) Subject to 4.6(c), if a jackpot pool includes a seeded jackpot amount and there is no winner, the seeded jackpot amount remains in the jackpot pool and cannot be reclaimed by TAB;
- (c) In the event that all bets in a totalizator investment pool, which is subject to a seeded jackpot amount, are refunded to investors, TAB will reclaim the seeded jackpot amount (if any) from the associated jackpot pool, prior to any refunds.

4.7 Pooling with Foreign Jurisdictions

- (a) When the betting operator chooses to guest into a foreign jurisdiction (host) pool it will be responsible for transmitting all investments on international pooled bets to the operator in the foreign jurisdiction for inclusion in the appropriate pools and to pay dividends to investors.
- (b) The betting rules of the operator in the foreign jurisdiction will apply for investments on international pooled bets and together with commission rates for international pooled bets can be viewed on the betting operator's website – www.tab.com.au or at retail agencies upon request.

4.8 Totalisator Cash Out

TAB may facilitate functionality whereby a customer may cash out their Quaddie or Treble bet (placed with TAB) in part or in its entirety through an arrangement with a third party. TAB will make sufficient information available to customers, including terms and conditions relevant to the Quaddie or Treble cash out offer to enable customers to make an informed decision.

4.9 Multiplier

TAB may facilitate functionality whereby a customer may place a bet with TAB which includes a multiplier feature. This feature will only be available to TAB digital account customers. TAB will make sufficient information available to customers, including terms and conditions relevant to the multiplier feature to enable customers to make an informed decision.

4.10 Merged Pool

- (a) The Betting Operator will ensure that any digital displays (including displays on EBTs) of bet types which are merged are clearly identified as merged pools.

- (b) The Betting Operator will make sufficient information available to Investors, including any terms and conditions relevant to a merged pool (and the application of these rules) to enable Investors to make an informed decision.

5. WIN AND PLACE TOTALIZATORS

5.1 Opening and termination of win and place totalizator pools

5.1.1 The win pool of a win and place totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 2; and
- (b) must be terminated if the number of contestants in the race falls below 2 at any time or if there are no finishers in the race.

5.1.2 The place pool of a win and place totalizator:

- (a) must not be opened for a race if the number of contestants in the race is less than 5; and
- (b) must be terminated if the number of contestants in the race falls below 5 at any time or if there are no finishers in the race.

5.2 Win pool dividends

5.2.1 Distribution of win pool dividend

- (a) Money invested on a win and place totalizator with a view to successfully predicting the contestant that places first in a race (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5) is to be paid into a win dividend pool.
- (b) The win dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors on the finisher that placed first in the race.

5.2.2 Dead-heat for first place

If there is a dead-heat for first place in the race:

- (a) the win dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
- (b) a part is allotted to each backed finisher; and
- (c) each part is to be divided among the investors on the finisher to which the part is allotted.

5.3 Place pool 2 dividend races

5.3.1 Application of rule

- (a) This clause 5.3 applies if the number of entries in a race received at the deadline for scratchings prescribed by the controlling body or a race club responsible for the conduct of the relevant race meeting is less than 8.
- (b) This clause is subject to clauses 4.3 (application of minimum dividend provisions in certain cases) and 5.5 (deficiency in place pool).

5.3.2 Distribution of place pool dividend for 2 dividend race

- (a) Money invested on a win and place totalizator with a view to successfully predicting the contestant that places first or second in a race (and less any amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5) is to be paid into a place dividend pool
- (b) The place dividend pool is (except to the extent otherwise provided in these rules) to be divided into 2 equal parts, of which:
 - (i) one part is to be divided among the investors on the first placed finisher in the race; and
 - (ii) the second part is to be divided among the investors on the second placed finisher in the race.

5.3.3 Unbacked winners or placegetters in a 2 dividend race

- (a) If the first placed finisher is not backed, the whole of the place dividend pool is to be divided among the investors on the second placed finisher in the race.
- (b) If the second placed finisher is not backed, the whole of the place dividend pool is to be divided among the investors on the first placed finisher in the race.

5.3.4 Dead-heat for first place in a 2 dividend race

- (a) If there is a dead-heat for first place in a 2 dividend race:
 - (i) the place dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
 - (ii) a part is allotted to each backed finisher; and
 - (iii) each part is to be divided among the investors on the finisher to which the part is allotted.
- (b) This clause 5.3.4 applies to a dead-heat for second place in a 2 dividend race in the event that the place dividend pool is to be divided among the investors on the second placed finisher in accordance with clause 5.3.5.

5.3.5 Dead-heat for second place in a 2 dividend race where first place is backed

If the first placed finisher is backed and 2 or more backed finishers dead-heat for second place in a 2 dividend race:

- (a) the place dividend pool is to be divided into 2 equal parts:
 - (i) one part is to be divided amount the investors of the first placed finisher; and
 - (ii) the second part is to be divided into as many equal parts as there are backed finishers in the dead-heat for second place;
- (b) a part is allotted to each backed finisher that placed second in the race; and
- (c) each part is to be divided among the investors on the finisher to which the part is allotted.

5.4 Place pool 3 dividend races

5.4.1 Application of rule

- (a) This clause 5.4 applies if the number of entries in a race received at the deadline for scratchings prescribed by the controlling body or a race club responsible for the conduct of the relevant race meeting is 8 or more;
- (b) This clause is subject to clauses 4.3 (application of minimum dividend provisions in certain cases) and 5.5 (deficiency in place pool).

5.4.2 Distribution of place pool dividends for a 3 dividend race

Money invested on a win and place totalizator with a view to successfully predicting the contestant that places first, second or third in a race (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5) is to be paid into a place dividend pool.

The place dividend pool is (except to the extent otherwise provided in these rules) to be divided into 3 equal parts, of which:

- (a) one part is to be divided among the investors on the first placed finisher; and
- (b) the second part is to be divided among the investors on the second placed finisher; and
- (c) the third part is to be divided among the investors on the third placed finisher.

5.4.3 Unbacked winners or placegetters in a 3 dividend race

If a first, second or third placed finisher is not backed:

- (a) the whole of the place dividend pool is to be divided into as many equal parts as there are backed finishers who place first, second or third; and
- (b) a part is allotted to each backed finisher; and
- (c) each part is to be divided among the investors on the finisher to which the part is allotted.

5.4.4 Dead-heat for first place between 2 finishers in a 3 dividend race

- (a) If 2 finishers dead-heat for first place in a 3 dividend race and both are backed:
 - (i) two-thirds of the place dividend pool is to be divided into 2 equal parts; and
 - (ii) each part is to be divided among the investors on each backed finisher in the dead-heat; and
 - (iii) one third of the place dividend pool is to be divided among the investors on the third placed finisher.
- (b) If 2 finishers dead-heat for first place in a 3 dividend race but 1 only is backed:
 - (i) the whole of the place dividend pool is to be divided into 2 equal parts; and
 - (ii) one part is to be divided among the investors on the backed finisher in the dead-heat; and
 - (iii) the second part to be divided among the investors on the third placed finisher.
- (c) If 2 finishers dead-heat for first place in a 3 dividend race but neither is backed, the whole of the place dividend pool is to be divided among the investors on the third placed finisher.

5.4.5 Dead-heat for first place between 3 or more finishers in a 3 dividend race

If 3 or more finishers dead-heat for first place in a 3 dividend race:

- (a) the place dividend pool is to be divided into as many equal parts as there are backed finishers in the dead- heat; and
- (b) a part is allotted to each backed finisher; and

- (c) each part is to be divided among the investors on the finisher to which the part is allotted.

5.4.6 Dead-heat for second place in a 3 dividend race where first place is backed

- (a) If the first placed finisher is backed and 2 or more backed finishers dead-heat for second place in a 3 dividend race:
 - (i) one third of the place dividend pool is to be divided among the investors on the first placed finisher; and
 - (ii) two-thirds of the place dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
 - (iii) a part is allotted to each backed finisher in the dead-heat for second in the race; and
 - (iv) each part is to be divided among the investors on the finisher to which the part is allotted.
- (b) If 2 or more finishers dead-heat for second place but 1 only of those finishers is backed:
 - (i) the whole of the place dividend pool is to be divided into 2 equal parts; and
 - (ii) one part is to be divided among the investors on the first placed finisher; and
 - (iii) the second part is to be divided amongst the investors on the backed second placed finisher in the dead-heat.

5.4.7 Dead-heat for third place in a 3 dividend race where first and second place are backed

- (a) If the first and second placed finishers are backed, and 2 or more backed finishers dead-heat for third place in a 3 dividend race:
 - (i) one third of the place dividend pool is to be divided among the investors on the first placed finisher; and
 - (ii) one third of the place dividend pool is to be divided among the investors on the second placed finisher; and
 - (iii) one-third of the place dividend pool is to be divided into as many equal parts as there are backed finishers in the dead-heat; and
 - (iv) a part is allotted to each backed finisher in the dead-heat; and

- (v) each part is to be divided among the investors on the finisher to which the part is allotted.
- (b) If 2 or more finishers dead-heat for third place but none of the finishers is backed:
 - (i) the whole of the place dividend pool is to be divided into 2 equal parts; and
 - (ii) one part is to be divided among the investors on the first placed finisher; and
 - (iii) the second part is to be divided among the investors on the second placed finisher.

5.5 Deficiency in place pool

5.5.1 Dividend where deficiency in one part of place pool

- (a) If:
 - (i) the place dividend pool is divided in accordance with clause 5.3 (place pool 2 dividend races) or clause 5.4 (place pool 3 dividend races); and
 - (ii) in not more than one part (in this clause referred to as the 'deficient part') of the place dividend pool there is insufficient money to enable a dividend equal to the unit of investment to be declared in respect of that part; and
 - (iii) the amount of the deficiency is greater than the amount deducted as Commission;
- (b) then, there must, before any dividend is declared, be deducted:
 - (i) from the part, other than the deficient part; or
 - (ii) if there are 2 or more parts that are not deficient parts, from those parts in proportion to the amounts standing in those parts, an amount sufficient to enable a dividend equal to the unit of investment to be declared in respect of the deficient part, less the Commission.
- (c) The amount so deducted is to be added to the deficient part so that, if the Commission were also added to the deficient parts, there would be produced in each of the deficient parts an amount not greater than the amount required in each of those parts to declare a dividend equal to the unit of investment.

5.5.2 Dividend where deficiency in 2 or more parts of place pool

- (a) If:

- (i) the place dividend pool has been divided in accordance with clause 5.3 (place pool 2 dividend races) or clause 5.4 (place pool 3 dividend races); and
 - (ii) in each of 2 or more parts (in this clause referred to as the “**deficient parts**”) of the place dividend pool there is insufficient money to enable dividends equal to the unit of investment to be declared in respect of those parts; and
 - (iii) the aggregate of the amounts of those deficiencies is greater than the amount deducted as Commission,
- (b) then, there must, before any dividend is declared, be deducted:
- (i) from the part, other than the deficient parts; or
 - (ii) if there are 2 or more parts that are not deficient parts, from those parts in proportion to the amounts standing in those parts, an amount equal to the aggregate of the amounts of the deficiencies in the deficient parts, less the Commission.
- (c) The amount so deducted is to be added to the deficient parts so that, if the Commission were also added to the deficient parts, there would be produced in each of the deficient parts an amount not greater than the amount required in each of those parts to declare a dividend equal to the unit of investment.

6. QUINELLA TOTALIZATORS

6.1 Opening and termination of quinella totalizator pool

6.1.1 A quinella totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 3; and
- (b) must be terminated if the number of contestants in the race falls below 3 at any time or if there are no finishers in the race.

6.2 Quinella pool dividends

6.2.1 Investment pool, jackpot pool and quinella dividend pool

- (a) All money invested on a quinella totalizator is to be paid into an investment pool for that quinella totalizator.
- (b) For each quinella totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 6.2.2 or clause 6.2.6 are required to be carried forward to the jackpot pool of that quinella totalizator.

- (c) For each quinella totalizator there is to be a quinella dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the quinella totalizator under clause 6.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that quinella totalizator.

6.2.2 Distribution of quinella dividend

- (a) If there are 2 or more finishers in a quinella race, the quinella dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors on the combination comprising the first and second placed finisher in a race.
- (b) If one winner only is declared, and no second or third placing is declared:
 - (i) the jackpot pool for that quinella race is carried forward to the jackpot pool for the quinella totalizator conducted on the succeeding quinella race; and
 - (ii) the remainder of the quinella dividend pool after carrying forward the jackpot pool in accordance with clause 6.2.2(b)(i) is to be divided among the investors on the combination of the winner and any other contestant in the event irrespective of order.

6.2.3 Dead-heat for first place between 2 finishers

- (a) If 2 finishers dead-heat for first place, the quinella dividend pool is to be divided among the investors on the combination comprising those finishers.
- (b) If the combination referred to in clause 6.2.3(a) is not backed, the quinella dividend pool is to be carried forward in accordance with clause 6.2.6(b).

6.2.4 Dead-heat for first place between 3 or more finishers

If 3 or more finishers dead-heat for first place:

- (a) the quinella dividend pool is to be divided into as many equal parts as there are combinations comprising 2 of those finishers in the dead-heat for first place; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with clause 6.2.6(b).

6.2.5 Dead-heat for second place

If 2 or more finishers dead-heat for second place:

- (a) the quinella dividend pool is to be divided into as many equal parts as there are combinations comprising the first placed finisher and a finisher in the dead-heat for second place; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with clause 6.2.6(b).

6.2.6 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in a quinella totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ('winning quinella combination') is less than a unit of investment for that quinella totalizator or if a winning quinella combination is not backed:

- (a) only the amount of the quinella dividend pool determined in accordance with the following formula will be distributed among the investors on the winning quinella combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the quinella dividend pool which is to be distributed among the investors on the winning quinella combination;

di is the total amount which would be distributed to investors on the winning quinella combination under clause 6.2 if the total of all amounts invested in the quinella totalizator on the winning quinella combination was not less than a unit of investment for that quinella totalizator so that this clause 6.2.6 did not apply. Where the winning quinella combination is not backed, *di* excludes any amount in the jackpot pool for that quinella totalizator under clause 6.2.1(c)(ii);

ai is the total of all amounts (if any) invested in the quinella totalizator on the winning quinella combination; and

ui is the unit of investment for the quinella totalizator; and

- (b) there is to be carried forward and paid into the quinella jackpot pool for the quinella totalizator conducted on the succeeding quinella race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the quinella jackpot pool for the quinella totalizator conducted on the succeeding quinella race;

di has the meaning given to that term in clause 6.2.6(a) and

da is the total amount of the quinella dividend pool which is to be distributed among the investors on the winning quinella combination as determined in accordance with clause 6.2.6(a).

7. EXACTA TOTALIZATORS

7.1 Opening and termination of exacta totalizator pool

7.1.1 An exacta totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 2; and
- (b) must be terminated if the number of contestants in the race falls below 2 at any time or if there are no finishers in the race.

7.2 Exacta pool dividends

7.2.1 Investment pool, jackpot pool and exacta dividend pool

- (a) All money invested on an exacta totalizator is to be paid into an investment pool for that exacta totalizator.
- (b) For each exacta totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 7.2.2 or clause 7.2.6 are required to be carried forward to the jackpot pool of that exacta totalizator.
- (c) For each exacta totalizator there is to be an exacta dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the exacta totalizator under clause 7.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and

- (ii) any amount in the jackpot pool for that exacta totalizator.

7.2.2 Distribution of exacta dividend

- (a) If there are 2 or more finishers in an exacta race, the exacta dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors on the combination comprising the first and second placed finisher in the race, in the correct order.
- (b) If one winner only is declared, and no second or third placing is declared:
 - (i) the jackpot pool for that exacta race is carried forward to the jackpot pool for the exacta totalizator conducted on the succeeding exacta race; and
 - (ii) the remainder of the exacta dividend pool after carrying forward the jackpot pool in accordance with clause 7.2.2(b)(i) is to be divided among the investors on the combination of the winner and any other contestant in the event irrespective of order.

7.2.3 Dead-heat for first place between 2 finishers

- (a) If 2 finishers dead-heat for first place:
 - (i) the exacta dividend pool is to be divided into as many equal parts as there are combinations comprising the finishers in the dead-heat for first place; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 7.2.6(b).

7.2.4 Dead-heat for first place between 3 or more finishers

If 3 or more finishers dead-heat for first place:

- (a) the exacta dividend pool is to be divided into as many equal parts as there are combinations comprising 2 of those finishers in the dead-heat for first place; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and

- (d) for each unbacked combination the part is to be carried forward in accordance with clause 7.2.6(b).

7.2.5 Dead-heat for second place

- (a) If 2 or more finishers dead-heat for second place:
- (i) the exacta dividend pool is to be divided into as many equal parts as there are combinations comprising, in the correct order, the first placed finisher and a finisher in the dead-heat for second place; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 7.2.6(b).

7.2.6 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in an exacta totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning exacta combination") is less than a unit of investment for that exacta totalizator or if a winning exacta combination is not backed:

- (a) only the amount of the exacta dividend pool determined in accordance with the following formula will be distributed among the investors on the winning exacta combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the exacta dividend pool which is to be distributed among the investors on the winning exacta combination;

di is the total amount which would be distributed to investors on the winning exacta combination under clause 7.2 if the total of all amounts invested in the exacta totalizator on the winning exacta combination was not less than a unit of investment for that exacta totalizator so that this clause 7.2.6 did not apply. Where the winning exacta combination is not backed, di excludes any amount in the jackpot pool for that exacta totalizator under clause 7.2.1(c)(ii);

ai is the total of all amounts (if any) invested in the exacta totalizator on the winning exacta combination; and

ui is the unit of investment for the exacta totalizator; and

- (b) there is to be carried forward and paid into the exacta jackpot pool for the exacta totalizator conducted on the succeeding exacta race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the exacta jackpot pool for the exacta totalizator conducted on the succeeding exacta race;

di has the meaning given to that term in clause 7.2.6(a) and

da is the total amount of the exacta dividend pool which is to be distributed among the investors on the winning exacta combination as determined in accordance with clause 7.2.6(a).

8. TRIFECTA TOTALIZATORS

8.1 Opening and termination of trifecta totalizator pool

8.1.1 A trifecta totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 3; and
- (b) must be terminated if the number of contestants in the race falls below 3 at any time or if there are no finishers in the race.

8.2 Trifecta pool dividends

8.2.1 Investment pool, jackpot pool and trifecta dividend pool

- (a) All money invested on a trifecta totalizator is to be paid into an investment pool for that trifecta totalizator.
- (b) For each trifecta totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 8.2.2 or clause 8.2.7 are required to be carried forward to the jackpot pool of that trifecta totalizator.
- (c) For each trifecta totalizator there is to be a trifecta dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the trifecta totalizator under clause 8.2.1(a) (less any

other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and

- (ii) any amount in the jackpot pool for that trifecta totalizator; and
- (iii) the pool guarantee shortfall (if any) for that trifecta totalizator.

8.2.2 Distribution of trifecta dividend

- (a) If there are 3 or more finishers in a trifecta race, the trifecta dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors who select the combination comprising the first 3 placed finishers in the race in the correct order.
- (b) Where there are 2 finishers only in a trifecta race then:
 - (i) the jackpot pool for that trifecta race is carried forward to the jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race; and
 - (ii) the remainder of the trifecta dividend pool after carrying forward the jackpot pool in accordance with clause 8.2.2(b)(i), and excluding any pool guarantee shortfall, is to be divided among the investors who select a combination comprising the first 2 placed finishers in the race in the correct order, together with any other starter.
- (c) Where there is one finisher only in a trifecta race then:
 - (i) the jackpot pool for that trifecta race is carried forward to the jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race; and
 - (ii) the remainder of the trifecta dividend pool after carrying forward the jackpot pool in accordance with clause 8.2.2(c)(i), and excluding any pool guarantee shortfall, is to be divided amongst the investors who select a combination comprising, in the correct order, the one finisher in the race together with any other starters.

8.2.3 Dead-heat for first place between 2 finishers

- (a) If 2 finishers dead-heat for first place:
 - (i) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising the finishers in the dead-heat for first place and the third placed finisher in the correct order; and

- (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 8.2.7(b)
- (b) If 2 finishers dead-heat for first place and there is also a dead-heat for third place:
- (i) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising the finishers in the dead-heat for first place and one of the finishers in the dead-heat for third place in the correct order; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 8.2.7(b).

8.2.4 **Dead-heat for first place between 3 or more finishers**

If 3 or more finishers dead-heat for first place:

- (a) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising 3 of the finishers in the dead-heat for first place; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with 8.2.7(b).

8.2.5 **Dead-heat for second place**

If 2 or more finishers dead-heat for second place:

- (a) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising, in the correct order, the first placed finisher and 2 of the finishers in the dead-heat for second place; and
- (b) a part is allotted to each combination; and

- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with 8.2.7(b).

8.2.6 **Dead-heat for third place**

- (a) If 2 or more finishers dead-heat for third place:
 - (i) the trifecta dividend pool is to be divided into as many equal parts as there are combinations comprising, in the correct order, the first placed finisher, the second placed finisher and one of the finishers in the dead-heat for third place; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with 8.2.7(b).
- (b) This clause does not apply if there is a dead-heat for first place.

8.2.7 **Winning combination not backed or not backed or equivalent of unit of investment**

Notwithstanding anything else in these rules, where the total of all amounts invested in a trifecta totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning trifecta combination") is less than a unit of investment for that trifecta totalizator or if a winning trifecta combination is not backed:

- (a) only the amount of the trifecta dividend pool determined in accordance with the following formula will be distributed among the investors on the winning trifecta combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the trifecta dividend pool which is to be distributed among the investors on the winning trifecta combination;

di is the total amount which would be distributed to investors on the winning trifecta combination under clause 8.2 if the total of all amounts invested in the trifecta totalizator on the winning trifecta combination was not less than a unit of

investment for that trifecta totalizator so that this clause 8.2.7 did not apply. Where the winning trifecta combination is not backed, *di* excludes any amount in the jackpot pool for that trifecta totalizator under clause 8.2.1(c)(ii) and excludes any pool guarantee shortfall for that trifecta totalizator under clause 8.2.1(c)(iii);

ai is the total of all amounts (if any) invested in the trifecta totalizator on the winning trifecta combination; and

ui is the unit of investment for the trifecta totalizator; and

- (b) there is to be carried forward and paid into the trifecta jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the trifecta jackpot pool for the trifecta totalizator conducted on the succeeding trifecta race;

di has the meaning given to that term in clause 8.2.7(a) and

da is the total amount of the trifecta dividend pool which is to be distributed among the investors on the winning trifecta combination as determined in accordance with clause 8.2.7(a).

9. FIRST 4 TOTALIZATORS

9.1 First 4 race

TAB may, by order in writing, declare a race to be a first 4 race.

9.2 Opening and termination of first 4 totalizators

A first 4 totalizator:

- (a) must not be opened for a race if the number of contestants in the race is less than 4; and
- (b) must be terminated if the number of contestants in the race falls below 4 at any time or if there are no finishers in the race.

9.3 First 4 pool dividends

9.3.1 Investment pool, jackpot pool and first 4 dividend pool

- (a) All money invested on a first 4 totalizator is to be paid into an investment pool for that first 4 totalizator.

- (b) For each first 4 totalizator there is to be a jackpot pool into which must be paid:
 - (i) any amounts which, under clause 9.3.2 or clause 9.3.4, are required to be carried forward to the jackpot pool of that first 4 totalizator; and
 - (ii) the seeded jackpot amount (if any) for that first 4 totalizator.
- (c) For each first 4 totalizator there is to be a dividend pool into which is to be paid:
 - (i) money invested in the investment pool for the first 4 totalizator under clause 9.3.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and,
 - (ii) any amount in the jackpot pool for that first 4 totalizator; and
 - (iii) the pool guarantee shortfall (if any) for that first 4 totalizator.

9.3.2 Distribution of first 4 dividend pool

- (a) If there are 4 or more finishers in a first 4 race, the first 4 dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors who select the combination comprising the first 4 placed finishers in the race in the correct order.
- (b) Where there are 3 finishers only in a first 4 race then:
 - (i) the jackpot pool for that first 4 race is carried forward to the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race; and
 - (ii) the remainder of the dividend pool after carrying forward the jackpot pool in accordance with clause 9.3.2(b)(i), and excluding any pool guarantee shortfall, is to be divided among the investors who select a combination comprising the first 3 placed finishers in the race in the correct order, together with any other starter.
- (c) Where there are 2 finishers only in a first 4 race then:
 - (i) the jackpot pool for that first 4 race is carried forward to the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race; and
 - (ii) the remainder of the dividend pool after carrying forward the jackpot pool in accordance with clause

9.3.2(c)(i), and excluding any pool guarantee shortfall, is to be divided among the investors who select a combination comprising the first 2 placed finishers in the race in the correct order, together with any other 2 starters.

- (d) Where there is one finisher only in a first 4 race then:
- (i) the jackpot pool for that first 4 race is carried forward to the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race; and
 - (ii) the remainder of the dividend pool after carrying forward the jackpot pool in accordance with clause 9.3.2(d)(i), and excluding any pool guarantee shortfall, is to be divided among the investors who select a combination comprising, in the correct order, the one finisher in the race together with any other starters.

9.3.3 Dead-heats

- (a) Subject to sub-clause (b), if 2 or more finishers in a first 4 race dead-heat for any of the first 4 places:
- (i) each of those finishers is taken to have filled that place and each subsequent place up to the number of subsequent places corresponding to one less than the number of finishers involved in the dead-heat; and
 - (ii) the first 4 dividend pool is to be divided into as many equal parts as there are combinations in respect of which a dividend is to be distributed under clause 9.3.2; and
 - (iii) a part is allotted to each combination; and
 - (iv) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
 - (v) for each unbacked combination the part is to be carried forward in accordance with clause 9.3.4(a) or 9.3.4(b).
- (b) Where a dead-heat occurs within any of the first 4 places which results in there being more than 12 winning combinations in a first 4, for the purpose of the declaration of dividends:
- (i) that placing and any subsequent placing in that first 4 shall not be taken into account; and

- (ii) the dividend pool is to be divided into as many equal parts as there are combinations for the placings that are being taken into account in respect of which a dividend is to be distributed under clause 9.3.2; and
- (iii) a part is allotted to each combination; and
- (iv) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
- (v) for each unbacked combination the part is to be carried forward in accordance with clause 9.3.4(a) or 9.3.4(b).

9.3.4 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in a first 4 totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning first 4 combination") is less than a unit of investment for that first 4 totalizator or if a winning first 4 combination is not backed:

- (a) only the amount of the first 4 dividend pool determined in accordance with the following formula will be distributed among the investors on the winning first 4 combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the dividend pool which is to be distributed among the investors on the winning first 4 combination;

di is the total amount which would be distributed to investors on the winning first 4 combination under clause 9.3.4 if the total of all amounts invested in the first 4 totalizator on the winning first 4 combination was not less than a unit of investment for that first 4 totalizator so that this clause 9.3.4 did not apply. Where the winning first 4 combination is not backed, *di* excludes any amount in the jackpot pool for that first 4 totalizator under clause 9.3.1(c)(ii) and excludes any pool guarantee shortfall for that first 4 totalizator under clause 9.3.1(c)(iii);

ai is the total of all amounts (if any) invested in the first 4 totalizator on the winning first 4 combination; and

ui is the unit of investment for the first 4 totalizator; and

- (b) (b) there is to be carried forward and paid into the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the jackpot pool for the first 4 totalizator conducted on the succeeding first 4 race;

di has the meaning given to that term in clause 9.3.4; and

da is the total amount of the dividend pool which is to be distributed among the investors on the winning first 4 combination as determined in accordance with clause 9.3.4.

10. DOUBLES TOTALIZATORS

10.1 Doubles Races

TAB, or a racing club conducting a domestic totalizator, may by order in writing, declare a combination of 2 races to be a double.

10.2 Opening and termination of doubles totalizator pool

A doubles totalizator:

- (a) must not be opened to accept bets if the number of contestants in either leg of the double is less than 2; and
- (b) must be terminated if the number of contestants in each leg of the double falls below 2 at any time or if there are no finishers in each leg of the double.

10.3 Doubles pool dividends

10.3.1 Investment pool, jackpot pool and doubles dividend pool

- (a) All money invested on a doubles totalizator is to be paid into an investment pool for that doubles totalizator.
- (b) For each doubles totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 10.3.7 are required to be carried forward to the jackpot pool of that doubles totalizator.
- (c) For each doubles totalizator there is to be a doubles dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the doubles totalizator under clause 10.3.1(a) (less any

other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and

- (ii) any amount in the jackpot pool for that doubles totalizator.

10.3.2 **Distribution of double dividend pool**

The double dividend pool is to be divided among the investors who select the combination comprising the first placed finishers in the 2 races of the double.

10.3.3 **Dead-heats**

If, as a result of a dead-heat in any race to which the double relates, investors on 2 or more combinations of finishers become entitled to a dividend:

- (a) the doubles dividend pool is to be divided into as many equal parts as there are combinations; and
- (b) a part is allotted to each combination; and
- (c) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked combination the part is to be carried forward in accordance with clause 10.3.7(b).

10.3.4 **Non-starters and substitutes**

- (a) Any money invested on a combination in a double which includes a non-starter in any race of the double must either:
 - (i) if the relevant ticket is presented to TAB before investments have ceased to be accepted on the first leg, be refunded to the investor; or
 - (ii) if the money is not so refunded be invested in accordance with subclause (b).
- (b) If a contestant selected in a bet on a double does not become a starter in a race (including a re-run race) the bet is deemed to be invested on a substitute selection as determined under subclause (c).
- (c) Where TAB receives double bets on a contestant that is a non-starter in any race in a double, the double bets made on that non-starter will be deemed to be invested on the contestant in that same race ("the substitute") which has the greatest amount of money invested on it on TAB's win totalizator pool.
- (d) The substitute will be declared by TAB when the win dividend is declared payable on the race.

- (e) Where two or more contestants have equal win investments under the rule in sub-clause (c), the contestant with the lower contestant number will be deemed to be the substitute selection for that race.
- (f) For the purposes of this clause, any determination made by TAB as to the contestant to be substituted for a contestant which is a non-starter in a race in a double will be final and conclusive.

10.3.5 First leg abandoned, postponed or out of sequence

- (a) If a first leg is abandoned, postponed to another date, declared a no-race, run out of normal race number sequence or is a walkover (whether or not it may be re-run later in a program) the doubles dividend pool is to be divided among the investors on the winner of the second leg.
- (b) If, as the result of a dead-heat, investors on 2 or more placed finishers become entitled to a dividend under this clause:
 - (i) the doubles dividend pool is to be divided into as many equal parts as there are finishers in the dead-heat; and
 - (ii) a part is allotted to each finisher;
 - (iii) for each backed combination, the part is to be divided among the investors on the finisher to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with clause 10.3.7(b).

10.3.6 Second leg abandoned or postponed

- (a) If a second leg is abandoned, postponed to another date, declared a no-race, run out of normal race number sequence or is a walkover (whether or not it may be re-run later in a program) the doubles dividend pool is to be divided among the investors on the winner of the first leg.
- (b) If, as the result of a dead-heat, investors on 2 or more placed finishers become entitled to a dividend under this clause:
 - (i) the doubles dividend pool is to be divided into as many equal parts as there are finishers in the dead-heat; and
 - (ii) a part is allotted to each finisher;
 - (iii) for each backed combination, the part is to be divided among the investors on the finisher to which the part is allotted; and

- (iv) for each unbacked combination the part is to be carried forward in accordance with clause 10.3.7(b).

10.3.7 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in a doubles totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning doubles combination") is less than a unit of investment for that doubles totalizator or if a winning doubles combination is not backed:

- (a) only the amount of the doubles dividend pool determined in accordance with the following formula will be distributed among the investors on the winning doubles combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the doubles dividend pool which is to be distributed among the investors on the winning doubles combination;

di is the total amount which would be distributed to investors on the winning doubles combination under clause 10.3 if the total of all amounts invested in the doubles totalizator on the winning doubles combination was not less than a unit of investment for that doubles totalizator so that this clause 10.3.7 did not apply. Where the winning doubles combination is not backed, *di* excludes any amount in the jackpot pool for that doubles totalizator under clause 10.3.1(c)(ii);

ai is the total of all amounts (if any) invested in the doubles totalizator on the winning doubles combination; and

ui is the unit of investment for the doubles totalizator; and

- (b) there is to be carried forward and paid into the doubles jackpot pool for the doubles totalizator conducted on the succeeding double an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the doubles jackpot pool for the doubles totalizator conducted on the succeeding doubles race;

di has the meaning given to that term in clause 10.3.7(a) and

da is the total amount of the doubles dividend pool which is to be distributed among the investors on the winning doubles combination as determined in accordance with clause 10.3.7(a).

11. QUADDIE TOTALIZATOR

11.1 Quaddie

TAB may, by order in writing, declare a combination of 4 races at a race meeting to be a quaddie.

11.2 Opening and termination of quaddie totalizator pool

A quaddie totalizator:

- (a) must not be opened to accept bets if the number of contestants in any race of the quaddie is less than 2; and
- (b) must be terminated if the number of contestants in each race of the quaddie falls below 2 at any time or if there are no finishers in each race of the quaddie.

11.3 Quaddie pool dividends

11.3.1 Investment pool, jackpot pool and quaddie dividend pool

- (a) All money invested on a quaddie totalizator is to be paid into an investment pool for that quaddie totalizator.
- (b) For each quaddie totalizator there is to be a jackpot pool into which must be paid;
 - (i) any amounts which, under clause 11.3.6, are required to be carried forward to the jackpot pool of that quaddie totalizator; and
 - (ii) the seeded jackpot amount (if any) for that quaddie totalizator.
- (c) For each quaddie totalizator there is to be a dividend pool into which is to be paid:
 - (i) money invested in the investment pool for the quaddie totalizator under clause 11.3.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that quaddie totalizator; and

- (iii) the pool guarantee shortfall (if any) for that quaddie totalizator.

11.3.2 Distribution of quaddie dividend pool

The quaddie dividend pool is to be divided among the investors who select the combination comprising the first placed finishers in the 4 races of the quaddie.

11.3.3 Dead Heats

- (a) Subject to sub-clause (b), if, as a result of a dead heat in any race to which the quaddie relates, investors on 2 or more combinations of finishers become entitled to a dividend:
 - (i) the quaddie dividend pool is to be divided into as many equal parts as there are combinations; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is carried forward in accordance with clause 11.3.6.
- (b) Where as a result of a dead heat in any race to which the quaddie relates there are more than eight winning combinations, for the purpose of the calculation of dividends:
 - (i) that race and any subsequent race in that quaddie shall not be taken into account;
 - (ii) the quaddie dividend pool is to be divided into as many equal parts as there are combinations;
 - (iii) a part is allotted to each combination;
 - (iv) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
 - (v) for each unbacked combination, the part is carried forward in accordance with clause 11.3.6.

11.3.4 Non-starters and substitutes

- (a) Any money invested on a combination in a quaddie which includes a non-starter in any race of the quaddie must either:
 - (i) if the relevant ticket is presented to TAB before investments have ceased to be accepted on the

first race of the quaddie, be refunded to the investor; or

- (ii) if the money is not so refunded be invested in accordance with subclause (b).
- (b) If a contestant selected in a bet on a quaddie does not become a starter in a race (including a re-run race) the bet is deemed to be invested on a substitute selection as determined under subclause (c).
- (c) Where TAB receives quaddie bets on a contestant that is a non-starter in any race in a quaddie, the quaddie bets made on that non-starter will be deemed to be invested on the contestant in that same race ("the substitute") which has the greatest amount of money invested on it on TAB's win totalizator pool.
- (d) The substitute will be declared by TAB when the win dividend is declared payable on the race.
- (e) Where two or more contestants have equal win investments under the rule in clause 11.3.4(c) the contestant with the lower contestant number will be deemed to be the substitute selection for that race.
- (f) For the purposes of clause 11.3.4, any determination made by TAB as to the contestant to be substituted for a contestant which is a non-starter in a race in a quaddie will be final and conclusive.

11.3.5 Races abandoned, postponed or out of sequence

- (a) Where any race in a quaddie is abandoned, postponed until another day, declared a no-race, run out of normal race number sequence or is a walkover (whether or not it may be re-run later in a program), all selections on that race will be deemed to be first placed finishers and the quaddie dividend pool will be divided on that basis.
- (b) Where all races in the quaddie are abandoned or postponed until another day, all bets will be refunded.
- (c) The bets referred to in Rule 11.3.5(b) shall not include any amount in the quaddie jackpot pool for that quaddie totalizator, which shall be carried forward and paid into the quaddie jackpot pool for the quaddie totalizator conducted on the succeeding quaddie.

11.3.6 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in a quaddie totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning quaddie combination") is less than a unit of investment for that quaddie totalizator or if a winning quaddie combination is not backed:

- (a) only the amount of the quaddie dividend pool determined in accordance with the following formula will be distributed among the investors on the winning quaddie combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the dividend pool which is to be distributed among the investors on the winning quaddie combination;

di is the total amount which would be distributed to investors on the winning quaddie combination under this clause if the total of all amounts invested in the quaddie totalizator on the winning quaddie combination was not less than a unit of investment for that quaddie totalizator so that this clause 11.3.6 did not apply. Where the winning quaddie combination is not backed, *di* excludes any amount in the jackpot pool for that quaddie totalizator under clause 11.3.1(c)(ii) and excludes any pool guarantee shortfall for that quaddie totalizator under clause 11.3.1(c)(iii);

ai is the total of all amounts (if any) invested in the quaddie totalizator on the winning quaddie combination; and

ui is the unit of investment for the quaddie totalizator; and

- (b) there is to be carried forward and paid into the jackpot pool for the quaddie totalizator conducted on the succeeding quaddie race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the jackpot pool for the quaddie totalizator conducted on the succeeding quaddie race;

di has the meaning given to that term in clause 11.3.6(a); and

da is the total amount of the dividend pool which is to be distributed among the investors on the winning quaddie combination as determined in accordance with clause 11.3.6(a).

12. TREBLE TOTALIZATOR

12.1 Treble

TAB may, by order in writing, declare a combination of three races at a race meeting to be a treble.

12.2 Opening and termination of treble totalizator pool

A treble totalizator:

- (a) must not be opened to accept bets if the number of contestants in any race of the treble is less than 2; and
- (b) must be terminated if the number of contestants in each race of the treble falls below 2 at any time or if there are no finishers in each race of the treble.

12.3 Treble pool dividends

12.3.1 Investment pool, jackpot pool and treble dividend pool

- (a) All money invested on a treble totalizator is to be paid into an investment pool for that treble totalizator.
- (b) For each treble totalizator there is to be a jackpot pool into which must be paid;
 - (i) any amounts which, under clause 12.3.6, are required to be carried forward to the jackpot pool of that treble totalizator; and
 - (ii) the seeded jackpot amount (if any) for that treble totalizator.
- (c) For each treble totalizator there is to be a dividend pool into which is to be paid:
 - (i) money invested in the investment pool for the treble totalizator under clause 12.3.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that treble totalizator; and
 - (iii) the pool guarantee shortfall (if any) for that treble totalizator.

12.3.2 Distribution of treble dividend pool

The treble dividend pool is to be divided among the investors who select the combination comprising the first placed finishers in the 3 races of the treble.

12.3.3 Dead Heats

- (a) Subject to sub-clause (b), if, as a result of a dead heat in any race to which the treble relates, investors on 2 or more combinations of finishers become entitled to a dividend:

- (i) the treble dividend pool is to be divided into as many equal parts as there are combinations; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is carried forward in accordance with clause 12.3.6.
- (b) Where as a result of a dead heat in any race to which the treble relates there are more than eight winning combinations, for the purpose of the calculation of dividends:
- (i) that race and any subsequent race in that treble shall not be taken into account;
 - (ii) the treble dividend pool is to be divided into as many equal parts as there are combinations;
 - (iii) a part is allotted to each combination;
 - (iv) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
 - (v) for each unbacked combination, the part is carried forward in accordance with clause 12.3.6.

12.3.4 **Non-starters and substitutes**

- (a) Any money invested on a combination in a treble which includes a non-starter in any race of the treble must either:
- (i) if the relevant ticket is presented to TAB before investments have ceased to be accepted on the first race of the treble, be refunded to the investor; or
 - (ii) if the money is not so refunded be invested in accordance with subclause (b).
- (b) If a contestant selected in a bet on a treble does not become a starter in a race (including a re-run race) the bet is deemed to be invested on a substitute selection as determined under subclause (c).
- (c) Where TAB receives treble bets on a contestant that is a non-starter in any race in a treble, the treble bets made on that non-starter will be deemed to be invested on the contestant in that same race (“the substitute”) which has the greatest amount of money invested on it on TAB’s win totalizator pool.

- (d) The substitute will be declared by TAB when the win dividend is declared payable on the race.
- (e) Where two or more contestants have equal win investments under the rule in clause 12.3.4(c) the contestant with the lower contestant number will be deemed to be the substitute selection for that race.
- (f) For the purposes of clause 12.3.4, any determination made by TAB as to the contestant to be substituted for a contestant which is a non-starter in a race in a treble will be final and conclusive.

12.3.5 Races abandoned, postponed or out of sequence

- (a) Where any race in a treble is abandoned, postponed until another day, declared a no-race, run out of normal race number sequence or is a walkover (whether or not it may be re-run later in a program), all selections on that race will be deemed to be first placed finishers and the treble dividend pool will be divided on that basis.
- (b) Where all races in the treble are abandoned or postponed until another day, all bets will be refunded.
- (c) The bets referred to in Rule 12.3.5(b) shall not include any amount in the treble jackpot pool for that treble totalizator, which shall be carried forward and paid into the treble jackpot pool for the treble totalizator conducted on the succeeding treble.

12.3.6 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in a treble totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("winning treble combination") is less than a unit of investment for that treble totalizator or if a winning treble combination is not backed:

- (a) only the amount of the treble dividend pool determined in accordance with the following formula will be distributed among the investors on the winning treble combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the dividend pool which is to be distributed among the investors on the winning treble combination;

di is the total amount which would be distributed to investors on the winning treble combination under this clause if the total of all amounts invested in the treble totalizator on the winning treble combination was not less than a unit of investment for that treble totalizator so that this clause 12.3.6 did not apply. Where the winning treble combination is not backed, *di*

excludes any amount in the jackpot pool for that treble totalizator under clause 12.3.1(c)(ii) and excludes any pool guarantee shortfall for that treble totalizator under clause 12.3.1(c)(iii);

ai is the total of all amounts (if any) invested in the treble totalizator on the winning treble combination; and

ui is the unit of investment for the treble totalizator; and

- (b) there is to be carried forward and paid into the jackpot pool for the treble totalizator conducted on the succeeding treble race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the jackpot pool for the treble totalizator conducted on the succeeding treble race;

di has the meaning given to that term in clause 12.3.6(a); and

da is the total amount of the dividend pool which is to be distributed among the investors on the winning treble combination as determined in accordance with clause 12.3.6(a).

13. DUET TOTALIZATOR

13.1 Opening and termination of duet totalizator pool

A duet totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 8; and
- (b) must be terminated if the number of contestants in the race falls below 8 prior to any late scratchings or below 5 at any time or if there are no finishers in the race.

13.2 Duet pool dividends

13.2.1 Investment pool, jackpot pool and duet dividend pool

- (a) All money invested on a duet totalizator is to be paid into an investment pool for that duet totalizator.
- (b) For each duet totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 13.2.2 or clause 13.2.8 are required to be carried forward to the jackpot pool of that duet totalizator.

- (c) For each duet totalizator there is to be a duet dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the duet totalizator under clause 13.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that duet totalizator.

13.2.2 Distribution of duet dividend pool

- (a) The duet dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors on the combination comprising any two of the first, second and third placed finishers in a race.
- (b) If there are 3 or more finishers in a duet race, the whole of the duet dividend pool is (except to the extent otherwise provided in these rules) to be divided into three equal parts, of which:
 - (i) one part is to be divided among the investors who select the winning combination comprising the first and second placed finishers in the race;
 - (ii) one part is to be divided among the investors who select the winning combination comprising the first and third placed finishers in the race; and
 - (iii) one part is to be divided among the investors who select the winning combination comprising the second and third placed finishers in the race.
- (c) Where there are 2 finishers only in a duet race then:
 - (i) the jackpot pool for that duet race is carried forward to the jackpot pool for the duet totalizator conducted on the succeeding duet race; and
 - (ii) the remainder of the duet dividend pool after carrying forward the jackpot pool in accordance with clause 13.2.2(c)(i) is to be divided among the investors who select the winning combination comprising the first and second placed finishers in the race.
- (d) Where there is one finisher only in a duet race then:
 - (i) the jackpot pool for that duet race is carried forward to the jackpot pool for the duet totalizator conducted on the succeeding duet race; and

- (ii) the remainder of the duet dividend pool after carrying forward the jackpot pool in accordance with clause 13.2.2(d)(i) is to be divided among the investors who select the winning combination comprising the first placed finisher in the race and any other starter.

13.2.3 Dead-heat for first place between 2 finishers

- (a) If 2 finishers dead-heat for first place and there is no dead-heat for third place:
 - (i) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations of:
 - (A) the 2 finishers in the dead-heat for first place; and
 - (B) one of the finishers in the dead-heat for first place and the third place finisher; and
 - (C) the other finisher in the dead-heat for first place and the third place finisher; and
 - (ii) a part is to be allotted to each winning combination; and
 - (iii) for each backed winning combination, the part is to be divided among the investors on the winning combination to which the part is allotted; and
 - (iv) for each unbacked winning combination the part is to be carried forward in accordance with clause 13.2.8(b).
- (b) If 2 finishers dead-heat for first place and 2 or more finishers dead-heat for third place:
 - (i) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations of:
 - (A) the 2 finishers in the dead-heat for first place;
 - (B) one of the finishers in the dead-heat for first place and a finisher in the dead-heat for third place; and
 - (C) the other finisher in the dead-heat for first place and a finisher in the dead-heat for third place; and

- (ii) a part is to be allotted to each winning combination; and
- (iii) a part allotted to the winning combination referred to in 13.2.3(a)(i)(B) or 13.2.3(a)(i)(C) above is to be further divided into as many equal parts as there are individual winning combinations to which that part applies and allotted to that individual winning combination; and
- (iv) for each backed winning combination or backed individual winning combination, the part is to be divided among the investors on the winning combination or individual winning combination to which the part is allotted; and
- (v) for each unbacked winning combination or unbacked individual winning combination the part is to be carried forward in accordance with clause 13.2.8(b).

13.2.4 **Dead-heat for first place between 3 or more finishers**

If 3 or more finishers dead-heat for first place:

- (a) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations comprising 2 of those finishers in the dead-heat for first place; and
- (b) a part is to be allotted to each winning combination; and
- (c) for each backed winning combination, the part is to be divided among the investors on the winning combination to which the part is allotted; and
- (d) for each unbacked winning combination the part is to be carried forward in accordance with clause 13.2.8(b).

13.2.5 **Dead-heat for second place between 2 finishers**

If 2 finishers dead-heat for second place:

- (a) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations of:
 - (A) the first placed finisher and a finisher in the dead-heat for second place;
 - (B) the first placed finisher and the other finisher in the dead-heat for second place; and
 - (C) the 2 finishers in the dead-heat for second place; and

- (b) a part is to be allotted to each winning combination; and
- (c) for each backed winning combination, the part is to be divided among the investors on the winning combination to which the part is allotted; and
- (d) for each unbacked winning combination the part is to be carried forward in accordance with clause 13.2.8(b).

13.2.6 **Dead-heat for second place between 3 or more finishers**

- (a) If 3 or more finishers dead-heat for second place:
 - (i) two thirds of the duet dividend pool is to be divided into as many equal parts as there are winning combinations comprising the first placed finisher and a finisher in the dead-heat for second place; and
 - (ii) one third of the duet dividend pool is to be divided into as many equal parts as there are winning combinations comprising any two of the finishers in the dead-heat for second place; and
 - (iii) a part is to be allotted to each winning combination; and
 - (iv) for each backed winning combination, the part is to be divided among the investors on the winning combination to which the part is allotted; and
 - (v) for each unbacked winning combination the part is to be carried forward in accordance with clause 13.2.8(b).

13.2.7 **Dead-heat for third place between 2 or more finishers**

If 2 or more finishers dead-heat for third place:

- (a) the whole of the duet dividend pool is to be divided into as many equal parts as there are winning combinations of:
 - (i) the first placed finisher and the second placed finisher;
 - (ii) the first placed finisher and a finisher in the dead-heat for third place; and
 - (iii) the second placed finisher and a finisher in the dead-heat for third place; and
- (b) a part is to be allotted to each winning combination; and

- (c) a part allotted to the winning combination referred to in (a)(ii) or (a)(iii) is to be further divided into as many equal parts as there are individual winning combinations to which that part applies and allotted to that individual winning combination; and
- (d) for each backed winning combination or backed individual winning combination, the part is to be divided among the investors on the winning combination or winning individual combination to which the part is allotted; and
- (e) for each unbacked winning combination or unbacked individual winning combination the part is to be carried forward in accordance with clause 13.2.8(b).

13.2.8 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested in a duet totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause (“winning duet combination”) is less than a unit of investment for that duet totalizator or if a winning duet combination is not backed:

- (a) only the amount of the duet dividend pool determined in accordance with the following formula will be distributed among the investors on the winning duet combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the duet dividend pool which is to be distributed among the investors on the winning duet combination;

di is the total amount which would be distributed to investors on the winning duet combination under clause 13.2 if the total of all amounts invested in the duet totalizator on the winning duet combination was not less than a unit of investment for that duet totalizator so that this clause 13.2.8 did not apply. Where the winning duet combination is not backed, *di* excludes any amount in the jackpot pool for that duet totalizator under clause 13.2.1(c)(ii);

ai is the total of all amounts (if any) invested in the duet totalizator on the winning duet combination; and

ui is the unit of investment for the duet totalizator; and

- (b) there is to be carried forward and paid into the duet jackpot pool for the duet totalizator conducted on the succeeding duet race an amount calculated in accordance with the following formula:

$cf = di - da$

where:

cf is the amount carried forward and paid into the duet jackpot pool for the duet totalizator conducted on the succeeding duet race;

di has the meaning given to that term in clause 13.2.8(a) and

da is the total amount of the duet dividend pool which is to be distributed among the investors on the winning duet combination as determined in accordance with clause 13.2.8(a).

13.3 Deficiency in duet totalizator pool

13.3.1 Dividend where deficiency in one part of the duet totalizator pool

- (a) If:
- (i) the duet dividend pool is divided in accordance with 13.2; and
 - (ii) in not more than one part (in this clause referred to as the “deficient part”) of the duet dividend pool there is insufficient money to enable a dividend equal to the unit of investment to be declared in respect of that part; and
 - (iii) the amount of the deficiency is greater than the amount deducted as Commission; then, there must, before any dividend is declared, be deducted:
 - (iv) from the part, other than the deficient part; or
 - (v) if there are 2 or more parts that are not deficient parts, from those parts in proportion to the amounts standing in those parts; an amount sufficient to enable a dividend equal to the unit of investment to be declared in respect of the deficient part, less the Commission.
- (b) The amount so deducted is to be added to the deficient part so that, if the Commission were also added to the deficient part, there would be produced in the deficient part an amount not greater than the amount required in that part to declare a dividend equal to the unit of investment.

13.3.2 Dividend where deficiency in 2 or more parts of the duet totalizator pool

- (a) If:

- (i) the duet dividend pool is divided in accordance with 13.2; and
 - (ii) in each of 2 or more parts (in this clause referred to as the “**deficient part**”) of the duet dividend pool there is insufficient money to enable dividends equal to the unit of investment to be declared in respect of those parts; and
 - (iii) the aggregate of the amounts of those deficiencies is greater than the amount deducted as Commission; then, there must, before any dividend is declared, be deducted:
 - (iv) from the part, other than the deficient parts; or
 - (v) if there are 2 or more parts that are not deficient parts, from those parts in proportion to the amounts standing in those parts, an amount equal to the aggregate of the amounts of the deficiencies in the deficient parts, less the Commission.
- (b) The amount so deducted is to be added to the deficient part so that, if the Commission were also added to the deficient parts, there would be produced in each of the deficient parts an amount not greater than the amount required in each of those parts to declare a dividend equal to the unit of investment.

14. BIG6

14.1 BIG6 Totalizator

TAB may by order in writing declare a combination of 6 races to be a BIG6.

14.2 Opening and termination of BIG6 totalizator pool

A BIG6 totalizator:

- (a) Must not be opened to accept bets if the number of contestants in any race of the BIG6 is less than 2; and
- (b) Must be terminated if the number of contestants in each race of the BIG6 falls below 2 at any time or if there are no finishers in each leg of the BIG6.

14.3 BIG6 pool dividends

14.3.1 Investment pool, jackpot pool and BIG6 dividend pool

- (a) All money invested on a BIG6 totalizator is to be paid into an investment pool for that BIG6 totalizator.
- (b) For each BIG6 totalizator, there is to be a jackpot pool in which must be paid:

- (i) any amounts, which under clause 14.3.6 are required to be carried forward to the jackpot pool of that BIG6 totalizator; and
 - (ii) the seeded jackpot amount (if any) for that BIG6 totalizator.
- (c) For each BIG 6 totalizator, there is to be a dividend pool into which is to be paid
 - (i) money invested in the investment pool for the BIG6 totalizator under clause 14.3.1(a) (less any amounts deducted as Commission), subject to clause 22 is to be paid into a BIG6 dividend pool (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that BIG6 totalizator; and
 - (iii) the pool guarantee shortfall (if any) for that BIG6 totalizator.

14.3.2 Calculation and Distribution of BIG6 dividend pool

14.3.2.1 Distribution of BIG6 dividend pool

Notwithstanding the provisions of 14.3.2.2, the following shall apply: The BIG6 dividend pool is to be divided among investors in accordance with the percentages listed below:

- (a) 90% of the amount in the dividend pool in accordance with clause 14.3.1(c)(i) plus 100% of the jackpot pool in accordance with clause 14.3.1(c)(ii) plus 100% of the pool guarantee shortfall (if any) in accordance with clause 14.3.1(c)(iii) shall be the major dividend pool;
- (b) 10% of the amount in the dividend pool in accordance with clause 14.3.1(c)(i) shall be the supplementary dividend pool.

14.3.2.2 BIG6 Pool Dividend Calculations

- (a) The major dividend pool is to be divided among the investors who select a combination comprising the first placed finishers in the 6 races of the BIG6.
- (b) The supplementary dividend pool is to be divided among the investors who select a combination comprising the first placed finishers in the first 5

scheduled races of the BIG6, and a losing selection in the remaining race of the BIG6.

14.3.3 Dead Heats

- (a) Where as a result of a dead heat in any race to which the BIG6 relates, investors on 2 or more combinations of first placed finishers become entitled to a major dividend:
- (i) the major dividend pool is to be divided into as many equal parts as there are combinations; and
 - (ii) each part so determined shall be treated separately and allotted to each combination; and
 - (iii) for each backed combination, the major dividend pool part shall be divided among the investors on that backed combination to which the part is allotted; and
 - (iv) each unbacked combination part is carried forward to the BIG6 jackpot pool conducted on the succeeding BIG6 and in accordance with clause 14.3.6.
- (b) Where as the result of a dead heat in any event in a BIG6, investors on two or more combinations of first placed finishers become entitled to a supplementary dividend, the supplementary dividend shall be calculated by dividing the supplementary dividend pool as described in Rule 14.3.2.1(b) equally amongst the Investors on each backed combination.

14.3.4 Non starters and substitutes

- (a) Any money invested on a combination in a BIG6 which includes a non starter in any race of the BIG6 must either:
- (i) if the relevant ticket is presented to TAB before investments have ceased to be accepted on the first race of the BIG6, be refunded to the investor; or,
 - (ii) If the money is not so refunded, be invested in accordance with subclause 14.3.4(b).
- (b) If a contestant selected in a bet on a BIG6 does not become a starter in a race (including a re-run race), the bet is deemed to be invested on a substitute selection as determined under subclause 14.3.4(c).
- (c) Where TAB receives BIG6 bets on a contestant that is a non-starter in any race in a BIG6, the BIG6 bets made on that non-starter will be deemed to be invested on the contestant in that same race ("the

substitute”) which has the greatest amount of money invested on it on that same race in TAB’s BIG6 totalizator pool.

- (d) The substitute will be declared by TAB when the win dividend is declared payable on the race.
- (e) Where two or more contestants have equal BIG6 pool investments under the rule in clause 14.3.4(c), the contestant with the lower contestant number will be deemed to be the substitute selection for that race.
- (f) For the purposes of this clause 14.3.4(c), any determination made by the TAB as to the contestant to be substituted for a contestant which is a non-starter in a race in a BIG6 will be final and conclusive.

14.3.5 Races abandoned, postponed or out of sequence

- (a) Where any race in a BIG6 is abandoned, postponed until another day, declared a no race, run out of normal race number sequence or is a walkover (whether or not it may be re-run later in the program), all selections on that race will be deemed to be first placed finishers and the BIG6 dividend pool will be divided on that basis.
- (b) If three or more races in a BIG6 are abandoned or postponed until another day, all bets will be refunded.
- (c) If any events selected to form part of a BIG6 are abandoned selling must cease.
- (d) If one or two races in a BIG6 are cancelled, postponed, or abandoned, 100% of the BIG6 pool shall be available for major dividends and all selections in the affected BIG6 events shall be deemed to be winners.
- (e) If the start time of the scheduled first leg of the BIG6 is delayed or that event is run out of order, the betting close time of the BIG6 shall be the betting close time of the first BIG6 event run for that BIG6.
- (f) The bets referred to in Rule 14.3.5(b) shall not include any amount in the BIG6 jackpot pool for that BIG6 totalizator, which shall be carried forward and paid into the BIG6 jackpot pool for the BIG6 totalizator conducted on the succeeding BIG6.

14.3.6 Winning combination not backed or not backed or equivalent of unit of investment

Notwithstanding anything else in the rules, where the total of all amounts invested in a BIG6 totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause (“winning BIG6 combination”) is less than a unit of Investment for that BIG6 totalizator or if a winning BIG6 combination is not backed:

- (a) only the amount of the BIG6 dividend pool for a major or supplementary dividend as the case may be determined in accordance with the following formula, will be distributed amongst the investors on the winning BIG6 combination for the relevant major or supplementary dividend:

$$da = di \times \frac{ai}{ui}$$

where:

da is the amount of the relevant BIG6 major or supplementary dividend pool which is to be distributed among the investors on the winning BIG6 combination for the major or supplementary dividend, as the case may be;

di is the total amount which would be distributed to Investors on the winning BIG6 combination for each Dividend level if the total of BIG6 Investments for each Dividend level in respect of which a dividend is to be paid was not less than a unit of investment. Where the winning BIG6 combination for the major or supplementary dividend as the case may be is not backed, *di* excludes any amount in the jackpot pool for that BIG6 totalizator under clause 14.3.1(c)(ii) and excludes any pool guarantee shortfall for that BIG6 totalizator under clause 14.3.1(c)(iii);

ai is in respect to a major or supplementary dividend pool, as the case may be, the total of all amounts (if any) invested in the BIG6 totalizator on the winning BIG6 combination for the relevant major or supplementary dividend.

ui is the unit of investment for the BIG6 totalizator; and

- (b) there is to be carried forward and paid into the jackpot pool for the BIG6 totalizator conducted on the succeeding BIG6 declared by TAB under clause 14.1 an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount transferred to the BIG6 jackpot pool on the succeeding BIG6;

di has the same meaning as in sub-rule (a) above;

da has the same meaning as in sub-rule (a) above.

13.3.7 Application of minimum dividend

Subsection (3) of Appendix 1, Determination of Dividend – Minimums and Fractions, does not apply in respect to dividends under these rules for BIG6 pools.

15. TRIO TOTALIZATOR

15.1 Opening and termination of trio totalizator pool

15.1.1 A trio totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 4; and
- (b) must be terminated if the number of contestants in the race falls below 4 at any time or if there are no finishers in the race.

15.2 Trio pool dividends

15.2.1 Investment pool, jackpot pool and trio dividend pool

- (a) All money invested on a trio totalizator is to be paid into an investment pool for that trio totalizator.
- (b) For each trio totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 15.2.2 or clause 15.2.5 are required to be carried forward to the jackpot pool of that trio totalizator.
- (c) For each trio totalizator there is to be a trio dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the trio totalizator under clause 8.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that trio totalizator.

15.2.2 Distribution of trio dividend

- (a) If there are 3 or more finishers in a trio race, the trio dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors who select the combination comprising the first 3 placed finishers in the race regardless of order.
- (b) Where there are 2 finishers only in a trio race then:
 - (i) the jackpot pool for that trio race is carried forward to the jackpot pool for the trio totalizator conducted on the succeeding trio race; and
 - (ii) the remainder of the trio dividend pool after carrying forward the jackpot pool in accordance with clause 15.2.2(b)(i) is to be divided among the investors who select a combination comprising the first 2 placed finishers in the race together with any other starter, regardless of order.

- (c) Where there is one finisher only in a trio race then:
- (i) the jackpot pool for that trio race is carried forward to the jackpot pool for the trio totalizator conducted on the succeeding trio race; and
 - (ii) the remainder of the trio dividend pool after carrying forward the jackpot pool in accordance with clause 15.2.2(c)(i) is to be divided amongst the investors who select a combination comprising, regardless of order, the one finisher in the race together with any other starters.

15.2.3 **Dead-heat for second place**

- (a) If 3 or more finishers dead-heat for second place:
- (i) the trio dividend pool is to be divided into as many equal parts as there are combinations comprising, regardless of order, the first placed finisher and 2 of the finishers in the dead-heat for second place; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with 15.2.5(b).

15.2.4 **Dead-heat for third place**

- (a) If 2 or more finishers dead-heat for third place:
- (i) the trio dividend pool is to be divided into as many equal parts as there are combinations comprising, regardless of, the first placed finisher, the second placed finisher and one of the finishers in the dead-heat for third place; and
 - (ii) a part is allotted to each combination; and
 - (iii) for each backed combination, the part is to be divided among the investors on the combination to which the part is allotted; and
 - (iv) for each unbacked combination the part is to be carried forward in accordance with 15.2.5(b).

15.2.5 **Winning combination not backed or not backed to equivalent of unit of investment**

Notwithstanding anything else in these rules, where the total of all amounts invested in a trio totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause (“**winning trio combination**”) is less than a unit of investment for that trio totalizator or if a winning trio combination is not backed:

- (a) only the amount of the trio dividend pool determined in accordance with the following formula will be distributed among the investors on the winning trio combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the trio dividend pool which is to be distributed among the investors on the winning trio combination;

di is the total amount which would be distributed to investors on the winning trio combination under clause 15.2 if the total of all amounts invested in the trio totalizator on the winning trio combination was not less than a unit of investment for that trio totalizator so that this clause 15.2.5 did not apply. Where the winning trio combination is not backed, *di* excludes any amount in the jackpot pool for that trio totalizator under clause 15.2.1(c)(ii);

ai is the total of all amounts (if any) invested in the trio totalizator on the winning trio combination; and

ui is the unit of investment for the trio totalizator; and

- (b) there is to be carried forward and paid into the trio jackpot pool for the trio totalizator conducted on the succeeding trio race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the trio jackpot pool for the trio totalizator conducted on the succeeding trio race;

di has the meaning given to that term in clause 15.2.5(a) and

da is the total amount of the trio dividend pool which is to be distributed among the investors on the winning trio combination as determined in accordance with clause (a).

16. EXACT 2ND TOTALIZATOR

16.1 Opening and termination of exact 2nd totalizator pool

An exact 2nd totalizator:

- (a) must not be opened to accept bets for a race if the number of contestants in the race is less than 3; and
- (b) must be terminated if the number of contestants in the race falls below 3 at any time or if there are no finishers in the race.

16.2 Exact 2nd dividends

16.2.1 Investment pool, jackpot pool and exact 2nd dividend pool

- (a) All money invested on an exact 2nd totalizator is to be paid into an investment pool for that exact 2nd totalizator.
- (b) For each exact 2nd totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 16.2.2(b)(i), 16.2.3, 16.2.4(a)(iv) or 16.2.5(a)(iv) are required to be carried forward to the jackpot pool of that exact 2nd totalizator.
- (c) For each exact 2nd totalizator there is to be an exact 2nd dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the exact 2nd totalizator under clause 16.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that exact 2nd totalizator.

16.2.2 Distribution of exact 2nd dividend pool

- (a) If there are 2 or more finishers in an exact 2nd race, the exact 2nd dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors who selected the second placed finisher in the race.
- (b) If there is 1 finisher only in an exact 2nd race:
 - (i) the jackpot pool for that exact 2nd race is carried forward to the jackpot pool for the exact 2nd totalizator conducted on the succeeding exact 2nd race; and
 - (ii) the remainder of the exact 2nd dividend pool is to be refunded to investors.

16.2.3 Unbacked exact 2nd finisher

If only 1 finisher places second in an exact 2nd race and that finisher is not backed, the exact 2nd dividend pool is carried forward to the jackpot pool for the exact 2nd totalizator conducted on the succeeding exact 2nd race.

16.2.4 **Dead-heat for second place**

- (a) If 2 or more finishers dead-heat for second place:
- (i) the exact 2nd dividend pool is to be divided into as many equal parts as there are finishers in the dead-heat for second place; and
 - (ii) a part is allotted to each finisher; and
 - (iii) for each backed finisher, the part is to be divided among the investors on the finisher to which the part is allotted; and
 - (iv) for each unbacked finisher, the part is to be carried forward to the jackpot pool for the exact 2nd totalizator conducted on the succeeding exact 2nd race.

16.2.5 **Dead-heat for first place**

- (a) If 2 or more finishers dead-heat for first place:
- (i) the exact 2nd dividend pool is to be divided into as many equal parts as there are finishers in the dead-heat for first place; and
 - (ii) a part is allotted to each finisher; and
 - (iii) for each backed finisher, the part is to be divided among the investors on the finisher to which the part is allotted; and
 - (iv) for each unbacked finisher, the part is to be carried forward to the jackpot pool for the exact 2nd totalizator conducted on the succeeding exact 2nd race.

17. **ODDS & EVENS TOTALIZATOR**

17.1 **Opening and closing of an odds & evens totalizator**

An odds & evens totalizator:

- (a) must not be opened to accept bets for a race unless there are at least 2 contestants with odd contestant numbers and at least 2 contestants with even contestant numbers; and

- (b) must be terminated if there are no longer 2 contestants with odd contestant numbers and 2 contestants with even contestant numbers.

17.2 Odds & evens pool dividends

17.2.1 Investment pool, jackpot pool and odds & evens dividend pool

- (a) All money invested on an odds & evens totalizator is to be paid into an investment pool for that odds & evens totalizator
- (b) For each odds & evens totalizator there is to be a jackpot pool into which must be paid any amounts which, under clause 17.2.2(b)(i), 17.2.3, clause 17.2.5(d) or clause 17.2.6(d) are required to be carried forward to the jackpot pool of that odds & evens totalizator.
- (c) For each odds & evens totalizator there is to be an odds & evens dividend pool into which is to be paid:
 - (i) the money invested in the investment pool for the odds & evens totalizator under clause 17.2.1(a) (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and
 - (ii) any amount in the jackpot pool for that odds & evens totalizator.

17.2.2 Distribution of odds & evens dividend pool

- (a) If there are 2 or more finishers in an odds & evens race, the odds & evens dividend pool is (except to the extent otherwise provided in these rules) to be divided among the investors who correctly select the contingency that the contestant numbers of the first two place getters in the race:
 - (i) Are both odd numbers ("**odds contingency**");
 - (ii) Are both even numbers ("**evens contingency**"); or
 - (iii) Are an even number and an odd number ("**split contingency**"),(each, an "**odds & evens contingency**").
- (b) If there is only 1 finisher in an odds & evens race:
 - (i) the jackpot pool for that odds & evens race is carried forward to the jackpot pool for the odds & evens totalizator conducted on the succeeding odds & evens race; and

- (ii) the remainder of odds & evens dividend pool is to be refunded to investors.

17.2.3 Unbacked winning odds & evens contingency

If there is only 1 winning odds & evens contingency and that contingency is not backed, the odds and evens dividend pool is carried forward to the jackpot pool for the odds and evens totalizator conducted on the succeeding odds and evens race.

17.2.4 Dead-heat for first place between 2 finishers

If 2 finishers dead-heat for first place, the dividend pool is to be divided among investors who selected the winning odds & evens contingency of those 2 finishers.

17.2.5 Dead-heat for first place between 3 or more finishers

If 3 or more finishers dead-heat for first place:

- (a) the dividend pool is to be divided into as many parts as there are winning odds & evens contingencies (having regard to the finishers that finished in the dead-heat); and
- (b) a part is allotted to each winning odds & evens contingency; and
- (c) for each backed winning odds & evens contingency, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked winning odds & evens contingency, the part is to be carried forward to the jackpot pool for the odds & evens totalizator conducted on the succeeding odds & evens race.

17.2.6 Dead-heat for second place between 2 or more finishers

Provided there is no dead-heat for first place, if 2 or more finishers dead-heat for second place:

- (a) the dividend pool is to be divided into as many parts as there are winning odds & evens contingencies (having regard to both the winner of the race and the finishers that finished in the dead-heat); and
- (b) a part is allotted to each winning odds & evens contingency; and
- (c) for each backed winning odds & evens contingency, the part is to be divided among the investors on the combination to which the part is allotted; and
- (d) for each unbacked winning odds & evens contingency, the part is to be carried forward to the jackpot pool for the odds & evens totalizator conducted on the succeeding odds & evens race.

18. MERGED POOL

18.1 Merged Pool

TAB may, by order or in writing, declare a merged pool, combining totalizators on the same races, or combinations of races.

For the purposes of these rules, the merged pool is to be applied to:

- Trio merged with trifecta
- Quinella merged with odds & evens

18.2 Opening and termination of merged pools

- (a) A merged pool totalizator must not be opened if the number of contestants for the race is less than the minimum required for any of the totalizators included in the merged pool; and must be terminated if the number of contestants in the race falls below the minimum required for all of the totalizators included in the merged pool at any time or, if there are not enough finishers in the race, for all of the totalizators included in the merged pool.
- (b) If any of the totalizators included in the merged pool are terminated as a result of clause (a), that investment pool shall be removed from the merged pool.
- (c) If all but one of the totalizators in the merged pool is removed, the remaining totalizator shall operate stand-alone according to the totalizator rules for that totalizator and the merged pool shall no longer operate.
- (d) In the event that, for reasons beyond the reasonable control of the TAB, the software used to process the merged pool is unavailable, TAB will de-merge the merged pool and calculate dividends for each totalizator previously in the merged pool as a standalone pool.

18.3 Merged pool dividends

18.3.1 Investment pool, jackpot pool and merged dividend pool

- (a) All money invested on a merged pool is to be paid into an investment pool for that merged pool.
- (b) For each merged pool there is to be a merged dividend pool into which is to be paid:
 - (i) money invested in the investment pool for the merged pool under clause 18.3.1 (less any other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5); and,
 - (ii) the pool guarantee shortfall (if any) for that merged pool totalizator.

18.3.2 Distribution of merged dividend pool

- (a) If there are enough finishers in a merged pool, the merged dividend pool is (except to the extent otherwise provided in these rules) to be divided among the dividend pools for each totalizator within the merged pool in proportion to each totalizator's net investment on the combination(s) comprising the winning combination for the totalizator with the lowest number of potential outcomes ("**winning merged pool combination**").
- (b) In the event that there is no investment in the winning merged pool combination in any of the totalizators included in the merged pool, the merged pool will be distributed to the jackpot pools for each totalizator in proportion to the total investment in the merged pool which is attributable to that totalizator.

18.3.3 Multiple merged pool winning combinations

In the event there are multiple winning merged pool combinations, due to reduced finishers, dead heats, or for any other reason:

- (a) the merged dividend pool is to be divided into as many equal parts as there are combinations in respect of which a dividend is to be distributed under clause 18.3.2; and
- (b) each part is divided across each totalizator within the merged pool based on the winning investment on the winning merged pool combination for each totalizator, and
- (c) for each backed combination, the part is to be divided among the investors on that backed combination to which the part is allotted; and
 - (i) for each unbacked combination of the anchor totalizator the part is to be carried forward in accordance with clause 9.3.4(a) or 18.3.5(b) and:
 - (ii) for each unbacked combination of the other totalizators in the merged pool, the part is incorporated into the parts for the backed totalizators in the merged pool.

18.3.4 Distribution of individual totalizator dividend pool

The individual totalizator dividend pool is distributed according to the relevant totalizator rules for that totalizator. For each individual totalizator dividend pool there is to be a jackpot pool into which must be paid:

- (i) any amounts which, under the relevant totalizator rules, are required to be carried forward to the jackpot pool of that totalizator; and

- (ii) the seeded jackpot amount (if any) for that totalizator.

18.3.5 Winning combination not backed or not backed to equivalent of unit of investment

Notwithstanding anything else in these rules, where the total of all amounts invested for one or more totalizator within a merged pool on the winning merged pool combination is less than a unit of investment for that totalizator in a merged pool or if a winning merged pool combination is not backed:

- (a) only the amount of the individual dividend pool for that totalizator determined in accordance with the following formula will be distributed among the investors on the winning combination for that totalizator:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the individual dividend pool for that totalizator which is to be distributed among the investors on the winning combination for that totalizator;

di is the total amount which would be distributed to investors on the winning combination for that totalizator under clause 18.3.5 if the total of all amounts invested in the individual totalizator on the winning combination for that totalizator was not less than a unit of investment for that individual totalizator so that this clause 18.3.5 did not apply. Where the winning combination for that totalizator is not backed, *di* excludes any amount in the jackpot pool for that individual totalizator under clause 18.3.4(i) and excludes any pool guarantee shortfall for that individual totalizator under clause 18.3.1(b)(ii);

ai is the total of all amounts (if any) invested in the individual totalizator on the winning combination for that totalizator; and

ui is the unit of investment for the individual totalizator; and

- (b) there is to be carried forward and paid into the jackpot pool for the individual totalizator conducted on the succeeding race an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the jackpot pool for the individual totalizator conducted on the succeeding individual totalizator race;

di has the meaning given to that term in clause 18.3.5(a); and

da is the total amount of the individual totalizator dividend pool which is to be distributed among the investors on the winning combination for that totalizator as determined in accordance with clause 18.3.5(a).

19. PARLAY BETTING

19.1 Establishment of parlay betting records

On the request of a person, TAB, or on-course totalizator, may establish a parlay betting record to enable the person to make parlay cash bets, telephone bets or device bets.

19.2 Races to which parlay bets relate

19.2.1 A parlay bet may be made in respect of:

- (a) races on which a win and place totalizator or quinella totalizator is operating; or
- (b) any other race totalizators as determined by TAB from time to time.

19.2.2 At the time of placing a parlay investment, the investor will determine the formula number that is to be applied to that bet, which must be a whole number, not less than 1 and not greater than the total number of races in the bet.

19.2.3 The maximum number of races in respect of which any one parlay bet may be made is to be as determined by TAB, or racing club conducting an on-course totalizator as applicable.

19.2.4 TAB, or racing club (as applicable) may limit the races in respect of which any one parlay bet may be made to races at the same race meeting or in any other manner as they may determine.

19.3 Dividends and refunds on parlay bets

19.3.1 Money to the credit of a parlay betting record must be transmitted to the win and place totalizator, or quinella totalizator (or other class of totalizator on which the bet is required) for the next race to which the parlay bet relates.

19.3.2 Any dividend or refund for a parlay bet must be collected by TAB, or racing club, and credited to the parlay betting record for the bet.

19.3.3 After a dividend is paid in accordance with these rules on the second or any subsequent race or event to which a parlay bet relates, the amount to be credited to the parlay betting record for the bet is to be calculated as follows:

$$A = \frac{C \times D}{U}$$

where:

“A” represents the amount to be credited;

“C” represents the amount credited to the parlay betting record in respect of the previous race to which the parlay bet relates;

“D” represents the dividend declared for the minimum unit of investment in respect of the second or subsequent race;

“U” represents the minimum bet for that race.

19.3.4 In calculating the amount to be credited pursuant to clause 19.3.3 to a parlay betting record:

- (a) fractions of cents will be disregarded; and
- (b) minimum dividend provisions apply to the calculation of the amount to be credited in the same way as they apply to the calculated amount referred to in those provisions.

19.3.5 The balance standing to the credit of a parlay betting record after the last race to which the parlay bet relates:

- (a) in the case of a parlay cash betting record, must be paid to the person concerned as if the bet were a cash bet; or
- (b) in the case of a parlay telephone or device betting record, must be paid into the betting account of the person concerned.

19.3.6 Any money that is paid as a dividend or refund in accordance with the Act, and that remains unallocated after the calculation of the amounts payable under this clause 19.3, is to be allocated in accordance with Part 6 of the Act.

19.4 Races postponed or run out of sequence

In the event that a race to which a parlay bet relates is postponed or is run out of the sequence, TAB, or racing club conducting an on-course totalizator, must treat the race for the purposes of the parlay bet as an abandoned race.

20. WAGERING ON USA RACING EVENTS

20.1 Application

20.1.1 This clause applies to totalizators conducted by TAB on events scheduled to be held at a race meeting on any racecourse in the United States of America (“a USA racing event”) and does not apply to any totalizator conducted by TAB on any other event.

20.1.2 In relation to any totalizator conducted by TAB on a USA racing event, this clause prevails over any other provision of these rules to the extent of any inconsistency.

20.2 Definitions for USA racing events

In this clause:

“coupled entry” means a single wagering interest involving 2 or more contestants entered in the same USA racing event and joined for TAB totalizator betting purposes either:

- (a) because of common ties as to ownership or training; or
- (b) as a field entry in circumstances where TAB has not exercised its discretion under clause 20.3.3 to ignore field entries,

so that a wager on 1 contestant joined in a coupled entry is a wager on all contestants joined in the same coupled entry on the basis set out in these rules;

“field entry” means two or more horses coupled for the purposes of USA totalizator betting on a USA racing event as a result of the number of contestants (counting for this purpose horses in a coupled entry as a result of common ties as to ownership or training as a single contestant) exceeding the stated capacity of the relevant USA totalizator;

“official USA order of finish” means that when satisfied that the order of finish is correct, that all timely objections have been addressed, and that the race has been properly run in accordance with the rules and regulations of the applicable authority, the stewards will order that the official USA order of finish be confirmed and the official sign posted for the race;

“single wagering interest” means any one contestant in a race, or two or more contestants bracketed as a single TAB totalizator number as for a coupled entry;

“timely objections” means a claim of interference or other foul by a jockey, driver, trainer or owner of a horse who has reasonable grounds to believe that his or her horse was interfered with or impeded or otherwise hindered during the running of the race, or that any riding or driving rule was violated by any other jockey, driver or horse during the running of the race. Such objections must be made immediately with the clerk of scales, the stewards or their delegate before official USA order of finish has been declared. The stewards may thereupon hold an inquiry into the running of the race.

20.3 Declaration of placings

20.3.1 In this clause a reference to the first, second, third, fourth, fifth or sixth placed finisher in a race is a reference to the contestant declared by stewards in the official USA order of finish to be the first, second, third, fourth, fifth or sixth placed finisher in the race except as provided for in a race where field entries apply.

- 20.3.2 If more than one contestant in a coupled entry is placed or dead- heats in a USA racing event, only the highest placed finisher of the contestants in that coupled entry will be counted as a placing for the purposes of TAB totalizator betting and the other contestants in that coupled entry will be disregarded for the purposes of determining other placings in that USA racing event.
- 20.3.3 TAB at its discretion may ignore field entries and treat each contestant in field entries as a separate TAB totalizator betting contingency.
- 20.3.4 Except where field entries are required, the decision of the stewards as to the official USA order of finish is final for TAB betting purposes. Where field entries apply, TAB may subject to clause 20.3.2, declare dividends based on the actual finishing order across the line.
- 20.3.5 No rulings of the stewards or controlling body regarding the order of finish or any award of prize money after the result of the race has been declared official will affect TAB totalizator payout.
- 20.3.6 The scratching or withdrawal of one or more contestants from a coupled entry will have no effect on any wagers made on a coupled entry provided that at least one contestant in the coupled entry is declared a starter in the race.

20.4 Bracketed contestants

- 20.4.1 This clause applies to win and place, quinella, exacta, trio, trifecta, exact 2nd and doubles totalizators conducted on USA racing events.
- 20.4.2 If there are contestants in a coupled entry in a USA racing event, TAB may create a sufficient number of brackets to cause each of the couplings to constitute a single totalizator number.
- 20.4.3 For the purpose of apportionment of dividends, a placegetter identified on the totalizator by a bracket number as a result of a coupled entry, is to be treated as a single wagering interest.
- 20.4.4 In a USA racing event to which clause 20.4.2 applies, where two or more finishers in the coupled entry are placed or dead-heat, they are to be treated as a single finisher and only the highest placed finisher of the contestants in that coupled entry is to be counted for the purposes of TAB totalizator betting and the other contestants in that coupled entry will be disregarded for the purposes of determining other placings in that USA Racing Event.

21. FOOTYTAB

21.1 Commission deduction

Money invested on a totalizator conducted by TAB on one or more declared betting events will be subject to a Commission deduction and to the deduction of other amounts deducted in accordance with the definition of 'dividend pool' in clause 1.5. The commission for a footyTAB totalizator is subject to clause 22.

21.2 Definitions for footyTAB

In this clause 21,

“away team” means the team that appears last in the match description published by the controlling body (e.g. home team vs. away team);

“Double and Xtra Double” consists of a schedule of two matches in which fifteen possible margins between the number of points scored by the two teams in each match are offered;

“final score” means the number of points scored by each team at the conclusion of normal time for a match, and will not take into account any extra time played to negate a draw;

“forfeit” means the term applied to an individual or team failing to either compete in or complete the contest;

“game” means a match, or a schedule of matches nominated by TAB for the purpose of investments and which is known as either “Pick The Winners”, “Pick the Margins”, “Pick The Score”, “Double”, “Xtra Double”, “Half/Full Double”, “Half/Full Xtra Double”, “Quad”, “Quarter Quad”, “Tip 8”, “Tip 7” or “Win”;

“Half/Full Double and Half/Full Xtra Double” consist of a schedule of two halves of a match in which fifteen possible margins between the number of points scored by the two teams are offered for each of the halves of that match;

“home team” means the team that appears first in the match description published by the controlling body (e.g. home team vs. away team);

“leading team” means the team that has a progressive score in excess of the opposing team;

“losing team” means in respect of Pick The Score, the team acquiring the lower number of points scored in each match;

“match” means a contest between two sporting teams where one is designated the home team and the other the away team;

“Pick the Margins” consists of a schedule of matches in which five possible margins between the number of points scored by the two teams in normal time in each match are offered;

“Pick The Score” consists of a match in which final score options are offered;

“**Pick The Winners**” consists of a schedule of matches in which one team in each match is allotted a points start;

“**points**” will also mean goals where the word “goals” is used to describe the scoring in any particular sport;

“**points start**” means the number to be added to the team’s final score for the purposes of assessing the winning team;

“**Quad**” consists of a schedule of four matches in which fifteen possible margins between the number of points scored by the two teams in each match are offered;

“**Quarter Quad**” consists of a schedule of four quarters of a match in which fifteen possible margins between the number of points scored by the two teams are offered for each of the quarters of that match;

“**score range**” means a defined range of points as shown in Appendix 3 from which the investor may make a selection for Pick the Margins, Win, Double, Xtra Double, Half/Full Double, Half/Full Xtra Double, Quad and Quarter Quad games;

“**Tip 7**” consists of a schedule of seven matches in which a home team and away team selection in each match is offered;

“**Tip 8**” consists of a schedule of eight matches in which a home team and away team selection in each match is offered;

“**Win**” consists of a match in which ten possible margins between the number of points scored by the two teams for the match are offered;

“**winning margin**” means the difference between the progressive scores of the two teams in a match at quarter time, half time, three quarter time, or the final score, as the case may be;

“**winning team**” - means:

- (a) in respect of Pick The Winners, the team acquiring the higher number of points after the addition of the points start to the number of points scored in each match; or
- (b) in respect of Pick the Margins, the team, or teams in the case of a drawn result, with the winning margin in each match; or
- (c) in respect of Pick The Score, the team acquiring the higher number of points scored in each match; or
- (d) in respect of Win, Double, Xtra Double and Quad the team, or teams in the case of a drawn result, with the winning margin in each match; or
- (e) in respect of Half/Full Double and Half/Full Xtra Double, the team, or teams in the case of a drawn result, with the winning margin at half time in the match and the winning margin at the conclusion of the match; or

- (f) in respect of Quarter Quad, the team, or teams in the case of a drawn result, with the winning margin at each respective quarter of the match and the winning margin at the conclusion of the match; or
- (g) in respect of Tip 7 or Tip 8, the team, or teams in the case of a drawn result, which is declared to be the winner of the match.

21.3 Games, investments, refunds and results

- 21.3.1 The object of the game is to select the winning teams in each of the matches which are included in that game or in the case of Pick the Score, to select the final score for the home team and away team respectively.
- 21.3.2 To invest on the game, the investor is required to forecast the result of each of the matches in that game, marking each forecast on an entry form so that the minimum number of forecasts made by an investor corresponds with the number of matches in the game or in the case of "Pick the Score", a minimum of one final score.
- 21.3.3 TAB may include in any game the matches it considers appropriate.
- 21.3.4 TAB may appoint any persons it deems necessary to assess the points start and winning margins to be allotted for the purpose of the games.
- 21.3.5
 - (a) Where a match in a Pick the Winners, Pick the Margins or Pick The Score is abandoned or postponed to another date, the result of the game will be declared and the dividend calculated on those matches completed; provided however that if a match is subsequently completed prior to midnight on the date on which the last match for that round was originally scheduled, then the result of the game may be declared on that day.
 - (b) A Pick the Winners, Pick the Margins or Pick The Score game will be terminated and refunds will be made to all investors where:
 - (i) all the matches in the game are abandoned or postponed to another date; or
 - (ii) in respect of Pick the Winners or Pick the Margins, less than three matches in the game are completed prior to midnight on the date on which the last match for that round was originally scheduled.
- 21.3.6 Where any match in a Quad, Tip 8 or Tip 7 game is cancelled, postponed or abandoned, regardless of whether the match is replayed, all selections on that match shall be deemed to be selections on the winning team, and the Quad, Tip 8 or Tip 7 pools shall be divided in accordance with clauses 21.3.25, 21.3.27 and 21.3.28 respectively.

21.3.7 Where all matches in a Quad, Tip 8 or Tip 7 game are cancelled, postponed or abandoned, regardless of whether the matches are re-played, all investments on the game shall be refunded. However, the investments refunded will not include any money carried from a previous Quad, Tip 8 or Tip 7 game and any such money shall be added to and form part of a subsequent Quad, Tip 8 or Tip 7 game pool.

21.3.8 Where the first match in a Double or Xtra Double game is cancelled, postponed or abandoned, regardless of whether the match is re-played, a dividend shall be determined on the result of the second match in the game whereby the dividend pool will be divided among investors in the following order of priority:

- (a) investors selecting any selection in the first match of that game and the winning team in the second match of that game;
- (b) investors selecting any selection in the first match of that game and the team which is declared the winner together with the score range or ranges nearest to the winning team in the second match of that game.

21.3.9 Where the second match in a Double or Xtra Double game is cancelled, postponed or abandoned, regardless of whether the match is replayed, a dividend shall be determined on the result of the first match in the game whereby the dividend pool will be divided among investors in the following order of priority:

- (a) investors selecting any selection in the second match of that game and the winning team in the first match of that game;
- (b) investors selecting any selection in the second match of that game and the team which is declared the winner together with the score range or ranges nearest to the winning team in the first match of that game.

21.3.10 Where both matches of a Double or Xtra Double game are cancelled, postponed or abandoned, regardless of whether any match is replayed, all investments on that Double or Xtra Double game shall be refunded to the investors.

21.3.11 Where the match of a Win game is cancelled, postponed or abandoned, regardless of whether the match is replayed, all investments on that Win game shall be refunded to the investors.

21.3.12 Where the match of a Quarter Quad, Half/Full Double or Half/Full Xtra Double game is cancelled, postponed or abandoned, regardless of whether the match is replayed, all investments on that Quarter Quad, Half/Full Double or Half/Full Xtra Double game shall be refunded to the investors.

21.3.13 In the event of one of the teams in a match forfeiting the match, the opposing team will be deemed the winning team

encompassing all of the winning margins offered for that team. In the case of "Pick the Score" investors will be eligible for a refund in accordance with these rules.

21.3.14 Subject to this clause 16, the relevant dividend pool for the game is to be divided among those investors selecting the winning team in all matches, halves or quarters in the game, as the case may be, or in the case of "Pick the Score", the final scores for both the home team and the away team.

21.3.15 For the purposes of clause 16, a draw is not a score range for the purpose of conducting countbacks for Double, Xtra Double, Half/Full Double, Half/Full Xtra Double, Quad and Quarter Quad.

21.3.16 Where, as the result of a draw in the match in a Win game, investors on two selections become entitled to a dividend:

- (a) the dividend pool shall be divided into two equal parts; and
- (b) each part will be treated separately; and
- (c) dividends shall be calculated by dividing each part amongst the investors on each backed selection.

21.3.17 Where, in a match a draw occurs, both competitors shall be deemed as winners for the purposes of determining which selections are the winning team. Subject to clause 21.3.18, where as a result of a draw in any match in a Tip 8 or Tip 7 game investors on two or more combinations become entitled to a dividend:

- (a) the dividend pool shall be divided into as many equal parts as there are backed combinations; and
- (b) each part will be treated separately; and
- (c) dividends shall be calculated by dividing each part amongst the investors on each backed combination.

21.3.18 Where draws occur in more than four matches, resulting in there being more than sixteen potential winning combinations in a Tip 8 or Tip 7 game, for the purpose of declaration of dividends the dividend pool shall be divided equally amongst the investors on each backed combination.

21.3.19 In the event no investor selects the winning team in all matches in "Pick the Winners", the dividend pool will be divided among investors who select the winning team in the most number of matches in the game.

21.3.20 In the event no investor selects the winning team in all matches in "Pick the Margins", the relevant dividend pool will continue to carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines a schedule of matches to be the last of the season whereby payout may be divided among those investors selecting the most number of winning matches in the game.

21.3.21 In the event no investor selects the final score, not being a drawn match, in respect of Pick the Score, the dividend pool will be divided among investors in the following order of priority:

- (a) Investors selecting the winning team's score and the losing team's score plus or minus one point.
- (b) Investors selecting the winning team's score plus or minus one point and the losing team's score.
- (c) Investors selecting the winning team's score plus or minus one point and the losing team's score plus or minus one point.
- (d) Investors selecting the winning team's score and the losing team's score plus or minus two points.
- (e) Investors selecting the winning team's score plus or minus two points and the losing team's score.
- (f) Investors selecting the winning team's score plus or minus one point and the losing team's score plus or minus two points.
- (g) Investors selecting the winning team's score plus or minus two points and the losing team's score plus or minus one point.
- (h) Investors selecting the winning team's score plus or minus two points and the losing team's score plus or minus two points.
- (i) Investors selecting the winning team's score and the losing team's score plus or minus three points.
- (j) Investors selecting the winning team's score plus or minus three points and the losing team's score.
- (k) Investors selecting the winning team's score plus or minus one point and the losing team's score plus or minus three points.
- (l) Investors selecting the winning team's score plus or minus two points and the losing team's score plus or minus three points.
- (m) Investors selecting the winning team's score plus or minus three points and the losing team's score plus or minus one point.
- (n) Investors selecting the winning team's score plus or minus three points and the losing team's score plus or minus two points.

- (o) Investors selecting the winning team's score plus or minus three points and the losing team's score plus or minus three points.
- (p) Investors selecting the winning team's score and any score for the losing team.
- (q) Investors selecting any score for the winning team and the losing team's score.
- (r) Investors selecting any score for either team.

21.3.22 In the event no investor selects the final score of a drawn match in respect of Pick the Score, the dividend pool will be divided among investors in the following order of priority:

- (a) Investors selecting a drawn result being the home team's score plus or minus one point and the away team's score plus or minus one point.
- (b) Investors selecting a drawn result being the home team's score plus or minus two points and the away team's score plus or minus two points.
- (c) Investors selecting a drawn result being the home team's score plus or minus three points and the away team's score plus or minus three points.
- (d) Investors selecting the home team's score and the away team's score plus or minus one point.
- (e) Investors selecting the home team's score plus or minus one point and the away team's score.
- (f) Investors selecting the home team's score plus or minus one point and the away team's score plus or minus one point, not being a drawn result selection.
- (g) Investors selecting the home team's score and the away team's score plus or minus two points.
- (h) Investors selecting the home team's score plus or minus two points and the away team's score.
- (i) Investors selecting the home team's score plus or minus one point and the away team's score plus or minus two points.
- (j) Investors selecting the home team's score plus or minus two points and the away team's score plus or minus one point.
- (k) Investors selecting the home team's score plus or minus two points and the away team's score plus or minus two points, not being a drawn result selection.

- (l) Investors selecting the home team's score and the away team's score plus or minus three points.
- (m) Investors selecting the home team's score plus or minus three points and the away team's score.
- (n) Investors selecting the home team's score plus or minus one point and the away team's score plus or minus three points.
- (o) Investors selecting the home team's score plus or minus two points and the away team's score plus or minus three points.
- (p) Investors selecting the home team's score plus or minus three points and the away team's score plus or minus one point.
- (q) Investors selecting the home team's score plus or minus three points and the away team's score plus or minus two points.
- (r) Investors selecting the home team's score plus or minus three points and the away team's score plus or minus three points, not being a drawn result selection.
- (s) Investors selecting the home team's score and any score for the away team.
- (t) Investors selecting any score for the home team and the away team's score.
- (u) Investors selecting any score for either team.

21.3.23 Subsection (3) of the minimum dividend provisions set out in Appendix 1 does not apply in respect to dividends under these rules for declared betting events.

21.3.24 In the event no investor selects the winner in a Win game, the dividend pool will be refunded to investors.

21.3.25 In the event no investor selects the winning team in all matches in a Quad game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be divided among investors in the following order of priority:
 - (i) investors selecting the winning teams in any three matches in the game and the team which is declared the winner of the other match in the game irrespective of score range;

- (ii) investors selecting the winning teams in any two matches in the game and the teams which are declared the winners of the other two matches in the game irrespective of score range;
- (iii) investors selecting the winning team in any match of the game and the teams which are declared the winners of the other three matches in the game irrespective of score range;
- (iv) investors selecting the teams which are declared the winners in each of the four matches in the game, irrespective of score range;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors.

21.3.26 In the event no investor selects the winning team in all four quarters of a Quarter Quad game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all four quarters of the match in a game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be divided among investors in the following order of priority:
 - (i) investors selecting the winning team at the end of each of the first three quarters of the match, and the team that is declared the winner at the end of the fourth quarter in the match, irrespective of score range;
 - (ii) investors selecting the winning team at the end of each of the first three quarters of the match, and any selection in the fourth quarter in the match;
 - (iii) investors selecting the winning team at the end of each of the first two quarters of the match, the team that is leading at the end of the third quarter of the match, irrespective of score range, and the team that is declared the winner at the end of the fourth quarter in the match, irrespective of score range;
 - (iv) investors selecting the winning team at the end of the first quarter of the match, the teams that are leading at the end of the second and third quarters of the match, irrespective of score range, and the team that is declared the winner at the end of the fourth quarter in the match, irrespective of score range;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors.

21.3.27 In the event no investor selects the winning team in all matches in a Tip 8 game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be divided among investors in the following order of priority:
 - (i) investors selecting the winning team in any seven matches;
 - (ii) investors selecting the winning team in any six matches;
 - (iii) investors selecting the winning team in any five matches;
 - (iv) investors selecting the winning team in any four matches;
 - (v) investors selecting the winning team in any three matches;
 - (vi) investors selecting the winning team in any two matches;
 - (vii) investors selecting the winning team in any match;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors. Any previously carried forward jackpot will carry forward to the next round of betting.

21.3.28 In the event no investor selects the winning team in all matches in a Tip 7 game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be divided among investors in the following order of priority:
 - (i) investors selecting the winning team in any six matches;

- (ii) investors selecting the winning team in any five matches;
- (iii) investors selecting the winning team in any four matches;
- (iv) investors selecting the winning team in any three matches;
- (v) investors selecting the winning team in any two matches;
- (vi) investors selecting the winning team in any match;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors. Any previously carried forward jackpot will carry forward to the next round of betting.

21.3.29 In the event no investor selects the winning team in all matches in a Double or Xtra Double game, the dividend pool will carry forward to the next round of betting until:

- (a) the dividend pool can be divided among those investors selecting the winning team in all matches in the game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be divided among investors in the following order of priority:
 - (i) investors selecting the team which is declared the winner and the score range or ranges closest to the winning team in the match that TAB specifies to be the first match of the game, and the winning team in the match that TAB specifies to be the second match of the game;
 - (ii) investors selecting the team which is declared the winner and the score range or ranges closest to the winning team in the match that TAB specifies to be the second match of the game, and the winning team in the match that TAB specifies to be the first match of the game;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors. Any previously carried forward jackpot will carry forward to the next round of betting.

21.3.30 In the event no investor selects the winning team in both halves of a Half/Full Double or Half/Full Xtra Double game, the dividend pool will carry forward to the next round of betting until:

-
- (a) the dividend pool can be divided among those investors selecting the winning team in both halves of the match in a game; or
- (b) TAB determines the dividend pool shall not carry forward to the next round of betting whereby the dividend pool will be divided among investors in the following order of priority:
- (i) investors selecting the team that is leading and the score range or ranges closest to the winning team in the first half of the match and the winning team in the second half of the match;
 - (ii) investors selecting the team that is leading and the score range or ranges closest to the winning team in the second half of the match and the winning team in the first half of the match;

and if none of these alternative combinations has been selected, the dividend pool shall be refunded to the investors. Any previously carried forward jackpot will carry forward to the next round of betting.

- 21.3.31 (a) In the event of any match extending into extra time in accordance with the rules governing the particular contest, TAB will not take into account any points scored during that period for the purposes of determining the result of the match.
- (b) TAB will not take into account any points scored during a penalty shootout for the purposes of determining the result of the match.

21.3.32 In the event of any match being replayed for any reason clause 3.3.2(b) applies.

21.3.33 Winning Combination not backed to equivalent of unit of investment.

- (a) Subject to clause 21.3.33(b), where the total of all amounts invested in a Pick the Margins totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause ("**winning Pick the Margins combination**") is less than a unit of investment for that Pick the Margins totalizator and TAB has declared there is a Pick the Margins totalizator scheduled on the next round of betting:
- (i) only the amount of the Pick the Margins dividend pool determined in accordance with the following formula will be distributed among the investors on the winning Pick the Margins combination:

$$da = di \times \frac{ai}{ui}$$

where:

da is the total amount of the dividend pool which is to be distributed among the investors on the winning Pick the Margins combination;

di is the total amount which would be distributed to investors on the winning Pick the Margins combination under this clause if the total of all amounts invested in the Pick the Margins totalizator on the winning Pick the Margins combination was not less than a unit of investment for that Pick the Margins totalizator so that this clause 21.3.33 did not apply;

ai is the total of all amounts invested in the Pick the Margins totalizator on the winning Pick the Margins combination; and

ui is the unit of investment for the Pick the Margins totalizator; and

- (ii) there is to be carried forward and paid into the jackpot pool for the Pick the Margins totalizator conducted on the next round of betting declared by TAB an amount calculated in accordance with the following formula:

$$cf = di - da$$

where:

cf is the amount carried forward and paid into the jackpot pool for the Pick the Margins totalizator conducted on the next round of betting declared by TAB;

di has the meaning given to that term in clause 21.3.33 (a)(i); and

da is the total amount of the dividend pool which is to be distributed among the investors on the winning Pick the Margins combination as determined in accordance with clause 21.3.33(a)(i).

- (b) where the total of all amounts invested in a Pick the Margins totalizator on a combination in respect of which a dividend is to be distributed among investors under this clause (“**winning Pick the Margins combination**”) is less than a unit of investment for that Pick the Margins totalizator and there is no Pick the Margins totalizator scheduled on the next round of betting, the full dividend pool is to be distributed amongst the investors on the winning Pick the Margin combination.

22. COMMISSION DEDUCTIONS

22.1 Relevant maximum percentage of commission

22.1.1 The relevant maximum percentage of the Commission deducted is set out in the table below.

22.2 Commission Rate Table

22.2.1 The amounts prescribed in the table below are expressed as a percentage of the total amounts invested in the class or description of the totalizator concerned and, in accordance with Part 6 of the Act.

<u>Class/Description</u>	<u>Commission Rate</u> (when <u>not</u> hosting international pools)	<u>Commission Rate</u> (when hosting international pools)	<u>Commission Rate</u> (when <u>questing into Hong Kong Jockey Club pools</u>)
Win	14.5%	14.5%	17.5%
Place	14.25%	14.25%	17.5%
Exact 2nd	14.5%	14.5%	N/A
Odds & Evens	7%	7%	N/A
Quinella	17.50%	25%	17.5%
Exacta	20%	25%	N/A
Trio	21%	25%	N/A
Trifecta	21%	25%	25%
Doubles	20%	25%	17.5%
First 4	22.5%	25%	N/A
Treble	20%	25%	N/A
Quaddie	20%	25%	N/A
Duet	14.5%	25%	17.5%
footyTab	25%	25%	N/A
BIG6	25%	25%	N/A

APPENDIX 1 - DETERMINATION OF DIVIDEND - MINIMUMS & FRACTIONS

(1) In this section:

“the calculated amount”, in relation to an event or contingency in relation to which a totalizator was used, means the amount which would, but for subsections (3), (5) and (6), be payable by way of dividend in respect of that event or contingency;

“the payable dividend”, in relation to an event or contingency in relation to which a totalizator was used, means the amount to be paid by way of dividend in respect of that event or contingency.

(2) Subject to subsections (3) and (5), the calculated amount in relation to an event or contingency in relation to which a totalizator was used shall, after any adjustment required to be made by subsection (6), be the payable dividend in relation to that event or contingency.

(3) Subject to subsection (4), where the calculated amount in respect of an event or contingency in relation to which a totalizator was used is:

- (a) equal to or less than the unit of investment for that event or contingency; or
- (b) more than that unit but less than the sum of that unit and 5 cents, the payable dividend shall be an amount equal to one hundred and four per centum of that unit (“**minimum dividend**”).

(4) Subsection (3) does not apply:

- (a) to an event or contingency in circumstances where:
 - (i) 2 or more starters fill a place (including first place) in the event or contingency; and
 - (ii) a pool or part of a pool (ascertained in respect of that place in accordance with this Act, the regulations or the rules) is required to be divided among the starters filling that place; or
- (b) if as a result of subsection (3) the dividend payable on a further contingency or contingencies would also be subject to subsection (3) and the total amount of dividends payable would exceed the total amount paid into the pool (less any amounts refundable); or
- (c) to a win and place, quinella, exacta, duet, trio, trifecta, first 4, doubles, quaddie, treble, exact 2nd or odds & evens totalizator if the total amount of the dividends payable in accordance with the rules for that type of totalizator would exceed the total amount paid into the totalizator (less any amounts refundable to investors); or
- (d) to the place pool of a win and place totalizator:

- (i) if the total money invested on any one of the placed contestants in respect of which a dividend is payable under clause 5.3 of the rules (place pool 2 dividend race) is more than 50% of the sum of the place pool and any amount deducted as Commission; or
 - (ii) if the total money invested on any one of the placed contestants in respect of which a dividend is payable under clause 5.4 of the rules (place pool 3 dividend race) is more than 40% of the sum of the place pool and any amount deducted as Commission; or
 - (e) to the duet pool of a duet totalizator if the total money invested on any combination in respect of which a dividend is payable under clause 12.2 of the rules is more than 40% of the sum of the duet pool and any amount deducted as Commission; or
 - (f) where the Rules provide that subsection (3) of the minimum dividend provisions does not apply.
- (5) In any circumstances referred to in subsection (4), where the calculated amount in respect of an event or contingency in relation to which a totalizator was used is less than the unit of investment for that event or contingency, the payable dividend in respect of that event or contingency shall, except in respect to BIG6 dividends, be an amount equal to that unit.
- (6) If, had this subsection not been enacted, the calculated amount would have been, by reason of the operation of subsection (2), the payable dividend in relation to any event or contingency, then:
- (a) where the unit of investment for that event or contingency is fifty cents or one dollar and the calculated amount includes a number of cents that comes within a description specified in the first column of the table to this subsection, that number shall be regarded as the number of cents specified opposite that description in the second column of that table; or
 - (b) where the unit of investment for that event or contingency is any other amount and the calculated amount includes a fraction of a dollar, that fraction shall be dealt with as prescribed by the rules under this Act, and the calculated amount shall be adjusted accordingly.

TABLE

First Column	Second Column
Less than 5	Nil
5 or more but less than 10	5
10 or more but less than 15	10
15 or more but less than 20	15
20 or more but less than 25	20
25 or more but less than 30	25
30 or more but less than 35	30

35 or more but less than 40	35
40 or more but less than 45	40
45 or more but less than 50	45
50 or more but less than 55	50
55 or more but less than 60	55
60 or more but less than 65	60
65 or more but less than 70	65
70 or more but less than 75	70
75 or more but less than 80	75
80 or more but less than 85	80
85 or more but less than 90	85
90 or more but less than 95	90
95 or more	95

- (7) Where by reason of subsection (3) there is insufficient money for payment of the dividends in respect of the event or contingency in respect of which a totalizator was used, the deficiency shall be paid by TAB.

APPENDIX 2 - BAD SALES

Determination under clause 2.6.5(b)(iii)

Adjustment for late cancellation of bets (bad sales) made in accordance with rule 2.6.5 "Cancellation for errors on betting tickets" actioned after close of betting and transmission of final collations to TAB and up to the declaration of "all clear" or "correct weight", will be accepted on the condition that such bad sales are not less than the following amounts for any one bet:

Win and Place - \$200.00

Quinella, Exacta, Duet & Doubles - \$ 50.00

Trio, Trifecta, First 4, Quaddie, Treble, BIG6, FootyTAB Exact 2nd and Odds & Evens — No Limit

APPENDIX 3- SELECTION NUMBERS AND SCORE RANGES FOR DECLARED EVENTS TOTALIZATOR

NRL PICK THE MARGINS

SELECTIONS	HOME TEAM TO WIN/LEAD BY	SELECTIONS	AWAY TEAM TO WIN BY
1	Score Range 1 - 12	4	Score Range 1 - 12
2	Score Range 13+	5	Score Range 13+
3	DRAWN GAME/TIED SCORES		

AFL WIN

SELECTIONS	HOME TEAM TO WIN/LEAD BY	SELECTIONS	AWAY TEAM TO WIN BY
1	Score Range 0 - 12	6	Score Range 0 - 12
2	Score Range 13 - 24	7	Score Range 13 - 24
3	Score Range 25 - 42	8	Score Range 25 - 42
4	Score Range 43 - 60	9	Score Range 43 - 60
5	Score Range 61+	10	Score Range 61+

AFL DOUBLE, AFL XTRA DOUBLE, AFL HALF/FULL DOUBLE, AFL HALF/FULL XTRA DOUBLE, AFL QUAD AND AFL QUARTER QUAD

SELECTIONS	HOME TEAM TO WIN/LEAD BY	SELECTIONS	AWAY TEAM TO WIN BY
1	Score Range 0 - 12	9	Score Range 0 - 12
2	Score Range 13 - 24	10	Score Range 13 - 24
3	Score Range 25 - 36	11	Score Range 25 - 36
4	Score Range 37 - 48	12	Score Range 37 - 48
5	Score Range 49 - 60	13	Score Range 49 - 60

6	Score Range 61 - 72	14	Score Range 61 - 72
7	Score Range 73+	15	Score Range 73+
8	DRAWN GAME/TIED SCORES	16	

**Code of Conduct for the
Short-term Rental Accommodation Industry**

NSW Fair Trading
Department of Customer Service

October 2021

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Part A: Introduction

Short-term rental accommodation is a long-standing practice throughout New South Wales, most commonly associated with holiday letting. Many NSW families spend part of their summers in coastal and regional communities and those communities may depend on seasonal tourism to provide a regular boost to the local economy.

Short-term rental accommodation does not involve purely commercial accommodation providers such as hotels, motels and bed and breakfast establishments. It generally involves residential dwellings that may also be used by the owners for their own accommodation at times.

The advent of online accommodation booking services (booking platforms) has seen a significant increase in short-term rental accommodation. Booking platforms have made it much easier for letting agents and hosts to advertise and promote properties and for guests to find suitable short-term accommodation. In addition, short-term rental accommodation in residential premises is now not only used for holidays but also for business travel, emergency accommodation and special events, across a range of premises including free-standing dwellings and apartment buildings in urban and regional centres.

Despite the economic benefits that can flow to local economies and homeowners using their property for short-term rental accommodation, there can be amenity impacts on residential neighbours resulting from inconsiderate or anti-social behaviour by some short-term rental occupants. It is important to ensure that our laws continue to support local economies while ensuring residential neighbours can enjoy the amenity of their homes without unreasonable disturbance. This code of conduct responds to this need by establishing behavioural obligations for short-term rental accommodation participants.

In recent years, there has been an increasing focus on the regulation of the short-term rental industry around the world. In June 2018, the NSW Government announced that there would be a new regulatory framework to manage short-term rental accommodation. The key elements of the framework are:

- a state-wide planning framework to achieve consistency and certainty across local planning controls
- a code of conduct to apply to online accommodation platforms, letting agents, facilitators, hosts and guests
- changes to strata laws to allow owners corporations to adopt by-laws that prohibit non-resident lot owners from offering short term rentals
- a mandatory short-term rental accommodation premises register.

This code of conduct is mandatory and applies to all short-term rental accommodation industry participants.

Part B: Objectives

The principal objectives of this code are to:

- (a) set out the rights and obligations of short-term rental accommodation industry participants
- (b) provide for resolution of disputes and complaints about the conduct of short-term rental accommodation industry participants
- (c) outline the compliance and enforcement approach that applies to contraventions of the code by short-term rental accommodation industry participants
- (d) facilitate the oversight of the short-term rental accommodation industry.

Part C Definitions

Act means the *Fair Trading Act 1987*.

association and **association property** have the same meaning as in the *Community Land Management Act 1989*.

booking platform means a person who, in trade or commerce, provides an online booking service that enables persons to enter into short-term rental accommodation arrangements.

by-law means any by-law in force for a strata scheme or any by-law contained in a management statement (as defined in the *Community Land Management Act 1989*).

Commissioner means the Commissioner for Fair Trading in the NSW Department of Customer Service.

common property has the same meaning as in the *Strata Schemes Management Act 2015*.

community scheme has the same meaning as in the *Community Land Development Act 1989*.

facilitator means the prescribed classes of short-term rental accommodation industry participants in clause 11B of the Regulations.

guest means a person who, pursuant to a short-term rental accommodation arrangement, is given the right to occupy the residential premises to which the arrangement relates.

host means a person who, pursuant to a short-term rental accommodation arrangement, gives another person the right to occupy the residential premises to which the arrangement relates.

letting agent means a person who carries on business as an agent to enable persons to enter into short-term rental accommodation arrangements.

Minister means the Minister responsible for the administration of the *Fair Trading Act 1987*.

occupancy period means the period for which a guest may occupy residential premises under a short-term rental accommodation arrangement.

ordinary hours means 8.00am to 5.00pm every day of the week.

planning laws means the *Environmental Planning and Assessment Act 1979*, *Environmental Planning and Assessment Regulation 2000*, and any environmental planning instrument made under those laws (including the State Environmental Planning Policy (Affordable Rental Housing) Amendment (Short-term Rental Accommodation)), but excluding any development consent imposed under the *Environmental Planning and Assessment Act 1979*.

Regulations means the *Fair Trading Regulation 2019*.

Secretary means the Secretary of the Department of Customer Service.

short-term rental accommodation arrangement has the same meaning as in section 54A of the Act.

short-term rental accommodation industry participant, or **industry participant**, has the same meaning as in section 54A of the Act.

short-term rental accommodation premises, or **premises**, means any residential premises located in New South Wales that are subject to a short-term rental accommodation arrangement, or are being

offered for the purposes of entering into a short-term rental accommodation arrangement. Where the premises are located in a strata or community scheme, the premises include the common property or association property in that scheme.

short-term rental accommodation premises register, or premises register, means the register of short-term rental accommodation hosts and premises administered by the Department of Planning, Industry and Environment.

premises register operator, or operator, means the Department of Planning, Industry and Environment.

strata scheme has the same meaning as in the *Strata Schemes Development Act 2015*.

strike means a record of a contravention of this code made against a host, guest, or premises with respect to a host and identified as a strike.

Tribunal means the New South Wales Civil and Administrative Tribunal.

visitor means any person who, with the guest's consent, is present at the premises at any time during the occupancy period of a short-term rental accommodation arrangement.

1 Code administration

1.1 General

1.1.1 The Commissioner is to administer this code.

1.1.2 The Commissioner may delegate any of the functions conferred on the Commissioner by this code to a suitably qualified person, including to a suitably qualified arbitrator.

1.1.3 The Commissioner or Secretary are not subject to any action, liability, claim or demand for acts, or omissions, taken in good faith for the purpose of executing their functions under this code.

1.2 Funding for the code's administration

1.2.1 Funding to administer this code is to be provided in the way prescribed in the regulations.

2 Rights and obligations of industry participants

2.1 General

Nature of obligations

- 2.1.1 Nothing in this code affects the rights of an industry participant to seek legal redress for any matters related to short-term rental accommodation arrangements.

Obligations

- 2.1.2 An industry participant must act honestly and in good faith in relation to:
- (a) a short-term rental accommodation arrangement
 - (b) any dealing, complaint or dispute relating to a short-term rental accommodation arrangement.
- 2.1.3 An industry participant must comply with a request made by the Commissioner to produce information relating to their activities as a short-term rental accommodation industry participant or this code. The Commissioner will use this information to monitor, evaluate and inform the further development of the regulatory framework for short-term rental accommodation arrangements.

This section is an offence provision under section 54C of the Act.

- 2.1.4 An industry participant must comply with any direction issued by the Commissioner under part 4 of the code.

This section is an offence provision under section 54C of the Act and a civil penalty provision under section 54D of the Act.

- 2.1.5 An industry participant must not knowingly misrepresent the identity of a person seeking to enter into, or entering into, a short-term rental accommodation arrangement, or the premises subject to a short-term rental accommodation arrangement, if the purpose of the misrepresentation is to avoid a provision of this code that applies because the person or the premises is recorded on the exclusion register.

This section is an offence provision under section 54C of the Act and a civil penalty provision under section 54D of the Act.

2.2 Booking platforms

Information about this code

2.2.1 A booking platform must inform an industry participant using the booking platform's online booking service of the following matters before, or at the time, the participant enters into a short-term rental accommodation arrangement:

- (a) this code, and
- (b) the obligation of all industry participants, including the booking platform, to comply with this code.

2.2.2 A booking platform must ensure that a copy of this code is readily available on its website.

Notice of complaint or dispute

2.2.3 If a booking platform is made aware of a complaint or dispute concerning a host, guest, or premises subject to a short-term rental accommodation arrangement, the booking platform must notify the host or guest of the dispute or complaint as soon as practicable.

2.2.4 A booking platform must take reasonable steps to ensure that a host or guest is aware of how to lodge a complaint with the Commissioner about a guest, host or premises.

Premises register

2.2.5 On and from the day that registration on the premises register becomes mandatory under planning laws, a booking platform must ensure that short-term rental accommodation premises are not advertised on the booking platform's online booking service unless:

- (a) the premises is registered on the premises register, and
- (b) the registration number for the premises is displayed alongside the details of the premises on the booking platform's online booking service.

This section is an offence provision under section 54C of the Act and a civil penalty provision under section 54D of the Act.

2.2.6 On and from the day that registration on the premises register becomes mandatory under planning laws, a booking platform must give the premises register operator the *relevant information* the booking platform holds about each short-term rental accommodation arrangement relating to a short-term rental accommodation premises.

Relevant information is:

- (a) **property ID** of the short-term rental accommodation premises,
- (b) postcode of the short-term rental accommodation premises,
- (c) **booking reference number** for the short-term rental accommodation arrangement,
- (d) **request type** for the short-term rental accommodation arrangement,
- (e) start date of the short-term rental accommodation arrangement, and
- (f) end date of the short-term rental accommodation arrangement.

The booking platform must provide the relevant information in this section in a format and at the times determined by the premises register operator.

This section is an offence provision under section 54C of the Act and a civil penalty provision under section 54D of the Act.

Terms in this clause are defined as follows:

booking reference number means a unique identification number issued by a booking platform for a short-term rental accommodation arrangement.

property ID means the registration number for a premises, issued through the premises register.

request type means a transaction code to identify whether the short-term rental accommodation arrangement is new, modified or cancelled.

Exclusion register

2.2.7 A booking platform must ensure that:

- (a) premises are not advertised on the booking platform's online booking service if:
 - i. the details of the host for the premises match the details of a person recorded on the exclusion register as an excluded host, or
 - ii. the premises are recorded on the exclusion register as excluded premises.
- (b) a guest does not use the booking platform's online booking service to enter into a short-term rental accommodation arrangement if the guest's details match those of a person recorded on the exclusion register as an excluded guest.

This section is an offence provision under section 54C of the Act and a civil penalty provision under section 54D of the Act.

2.2.8 If a booking platform is made aware that a host, guest or premises has been recorded on the exclusion register because of a contravention of this code in connection with short term rental accommodation arrangements made using the booking platform's online booking service, the booking platform must notify the relevant host or guest as soon as possible.

This section is an offence provision under section 54C of the Act and a civil penalty provision under section 54D of the Act.

Record-keeping requirements

2.2.9 A booking platform must keep a record of the full particulars of each transaction involving a short-term rental accommodation arrangement that is entered into using its online booking service. The record must be:

- (a) kept for 3 years after the end of the occupancy period
- (b) in a readily producible form.

This section is an offence provision under section 54C of the Act.

2.3 Letting agents

Information about this code

2.3.1 A letting agent must inform an industry participant using the letting agent's services about the following matters before, or at the time, the participant enters into a short-term rental accommodation arrangement:

- (a) this code, and
- (b) the obligation of all industry participants, including the letting agent, to comply with this code.

2.3.2 A letting agent must ensure that a copy of this code is readily available to industry participants using the letting agent's services.

Notice of complaint or dispute

2.3.3 If a letting agent is made aware of a complaint or dispute concerning a host, guest, or premises subject to a short-term rental accommodation arrangement, the letting agent must notify the host or guest of the dispute or complaint as soon as practicable.

2.3.4 A letting agent must take reasonable steps to ensure that a host or guest is aware of how to lodge a complaint with the Commissioner about a guest, host or premises.

Premises register

2.3.5 On and from the day that registration on the premises register becomes mandatory under planning laws, a letting agent must only advertise or offer premises or otherwise facilitate the host of the premises entering into a short-term rental accommodation arrangement for the premises if:

- (a) the host and premises are registered on the premises register, and
- (b) the premises' registration number is displayed alongside the premises' details wherever those details are displayed by the letting agent.

This section is an offence provision under section 54C of the Act and a civil penalty provision under section 54D of the Act.

2.3.6 On and from the day that registration on the premises register becomes mandatory under planning laws, on the request of the premises register operator, a letting agent must give the operator specified information the letting agent holds about short-term rental accommodation premises.

This section is an offence provision under section 54C of the Act and a civil penalty provision under section 54D of the Act.

Exclusion register

2.3.7 A letting agent must not:

- (a) advertise or offer premises if:
 - (i) the details of the host for the premises match the details of a person recorded on the exclusion register as an excluded host, or
 - (ii) the premises are recorded on the exclusion register as excluded premises

- (b) otherwise facilitate the host for the premises entering into a short-term rental accommodation arrangement for the premises if:
 - (i) the details of the host match the details of a person recorded on the exclusion register as an excluded host, or
 - (ii) the premises are recorded on the exclusion register as excluded premises.

This section is an offence provision under section 54C of the Act and a civil penalty provision under section 54D of the Act.

- 2.3.8 A letting agent must not facilitate a guest entering into a short-term rental accommodation arrangement, using the letting agent's services as a letting agent, if the details of the guest match the details of a person recorded on the exclusion register as an excluded guest.
- 2.3.9 If a letting agent is made aware that a host, guest or premises has been recorded on the exclusion register as a result of a contravention of this code in connection with short term rental accommodation arrangements made using the letting agent's services, the letting agent must notify the relevant host or guest as soon as possible.

Record-keeping requirements

- 2.3.10 A letting agent must keep a record of the full particulars of each transaction involving a short-term rental accommodation arrangement that is entered into using the letting agent's services. The record must be kept:
 - (a) for 3 years after the end of the occupancy period
 - (b) in a readily producible form.

This section is an offence provision under section 54C of the Act.

2.4 Hosts

Hosts to act lawfully

2.4.1 A host must not engage in conduct relevant to their capacity as a host that contravenes:

- (a) the criminal law
- (b) planning laws (including any obligation to register on a register of short term rental accommodation premises) or by-laws (if the premises are in a strata or community scheme) that apply to the premises.

Obligations to guests and others

2.4.2 A host must provide the short-term rental accommodation premises in a state that is consistent with any representations made when advertising or listing the premises for rent, or otherwise in communications made to guests.

2.4.3 A host must hold insurance that covers their liability for third party injuries and death on short-term rental accommodation premises. This insurance must be valid for the occupancy period.

2.4.4 A host, or the host's authorised representative, must be contactable within ordinary hours to manage guests, the premises, neighbourhood complaints and other issues related to use of the premises.

2.4.5 A host, or the host's authorised representative, must be contactable outside ordinary hours to deal with emergencies.

Information for guests

2.4.6 A host must give guests the contact details of:

- (a) the host or the host's authorised representative
- (b) an emergency electrical service provider
- (c) an emergency plumbing service provider
- (d) Australian emergency services.

2.4.7 A host must provide guests with an electronic or hard copy of this code and any by-laws that apply to the premises or the common property of any strata or community scheme in which the premises are situated.

Obligations to neighbours

2.4.8 A host must take reasonable steps to ensure guests comply with their obligations in sections 2.5.2 and 2.5.8 of the code.

2.4.9 A host must give the owners corporation or the community association for the strata or community scheme in which the premises are located (if applicable), and the occupants of residential premises directly neighbouring the premises the following information:

- (a) that the host is using the premises for the purposes of offering short-term rental accommodation arrangements on the premises; and
- (b) the contact details of the host or an authorised representative.

2.4.10 A host who is contacted by the owners corporation or the community association for the strata or community scheme in which the premises are located (if applicable), or neighbours or guests of the premises, must take reasonable steps to address any concerns raised about potential contraventions of the code in a timely manner.

Premises register

- 2.4.11 On and from the day that registration on the premises register becomes mandatory under planning laws, before advertising or offering premises for the purposes of entering into short-term rental accommodation arrangements, a host must ensure that the host and the premises are registered on the premises register.

This section is an offence provision under section 54C of the Act.

Exclusion register

- 2.4.12 A host must not offer premises for the purposes of entering into short-term rental accommodation arrangements if the host is recorded on the exclusion register as being prohibited entirely from acting as a host for short term rental accommodation.

This section is an offence provision under section 54C of the Act.

- 2.4.13 A host must not offer premises for the purposes of entering into short-term rental accommodation arrangements if the premises are recorded on the exclusion register as an excluded premises with respect to the host.

This section is an offence provision under section 54C of the Act.

- 2.4.14 A host must not enter into a short-term rental accommodation arrangement with a guest if the details of the guest match the details of a person recorded on the exclusion register as an excluded guest.

This section is an offence provision under section 54C of the Act.

2.5 Guests

Guests to act lawfully

2.5.1 A guest must not engage in conduct in their capacity as a guest that contravenes:

- (a) the criminal law
- (b) planning laws or by-laws (if the premises are in a strata or community scheme) that apply to the premises
- (c) the terms of a short-term rental accommodation arrangement for the premises.

Obligations to neighbours

2.5.2 A guest must not at any time during the occupancy period:

- (a) create noise that because of its level, nature, character, or quality, or the time it is made, is likely to harm, offend, or unreasonably disrupt or interfere with the peace and comfort of neighbours and other occupants of the premises
- (b) act in a violent or threatening manner towards neighbours or other occupants of the premises
- (c) act in a manner that could reasonably be expected to cause alarm or distress to neighbours and other occupants of the premises
- (d) use or enjoy the premises in a manner, or for a purpose, that interferes unreasonably with the use or enjoyment of common property by neighbours and other occupants of the premises in a strata or community scheme
- (e) intentionally, recklessly or negligently cause damage to premises, any common property or any other communal facilities within the immediate vicinity of the premises, or any public property in the vicinity of the premises
- (f) intentionally, recklessly or negligently damage the personal property of neighbours of the premises or other occupants of a strata or community scheme.

This section is an offence provision under section 54C of the Act.

2.5.3 The Commissioner may issue guidelines about what may or may not be appropriate conduct under section 2.5.2 of the code.

2.5.4 A guest must not copy, or knowingly retain after the end of the occupancy period, any keys, security passes or other instrument that facilitates access to the premises.

This is an offence provision under section 54C of the Act.

Responsibilities to hosts

2.5.5 A guest must take reasonable care of the host's premises and the host's property at the premises.

2.5.6 A guest must notify the host or the host's representative of any dispute or complaint about a guest's or visitor's behaviour as soon as possible after the dispute or complaint arises.

This section is an offence provision under section 54C of the Act.

Exclusion register

2.5.7 A guest who is recorded on the exclusion register is prohibited from entering into any short-term rental accommodation arrangements as a guest.

This section is an offence provision under section 54C of the Act.

Guests responsible for conduct of visitors

- 2.5.8 A guest is responsible for the actions of visitors they invite onto the premises during the occupancy period and must ensure visitors to the premises comply with section 2.5.2 of this code as if they were a guest on the premises.

2.6 Facilitators

- 2.6.1 A facilitator who acts as an authorised representative of a host, to the extent that the facilitator carries out the responsibilities of the host, is subject to sections 2.1 and 2.4 of this code as if the facilitator is the host of the short-term rental accommodation arrangement.
- 2.6.2 A facilitator who acts as an authorised representative of a letting agent, to the extent that the facilitator carries out the responsibilities of a letting agent, is subject to sections 2.1 and 2.3 of this code as if the facilitator is the letting agent for the short-term rental accommodation arrangement.
- 2.6.3 A facilitator, acting on behalf of a host must keep a record of the full particulars of each transaction involving a short-term rental accommodation arrangement the facilitator enters into on behalf of the host. The record must be kept:
- (a) for 3 years after the end of the occupancy period
 - (b) in a readily producible form.

This section is an offence provision under section 54C of the Act.

- 2.6.4 A host's or letting agent's use of a facilitator does not alter their obligations as set out in this code.

3 Complaints

3.1 Complaints process for alleged contraventions of this code

- 3.1.1 A person may lodge a complaint with the Commissioner about an alleged failure by a person to comply with an obligation under this code.
- 3.1.2 The Commissioner may determine the form in which a complaint must be made and the supporting information that must be submitted.
- 3.1.3 The Commissioner may obtain information relevant to a complaint from an industry participant who the Commissioner considers is likely to have access to that information.

Notification of complaints

- 3.1.4 On receiving a complaint about an industry participant, the Commissioner must give the industry participant a notice about the complaint. The notice must include:
 - (a) details about the alleged code contravention as provided by the complainant
 - (b) the potential consequences if a code contravention is found to have occurred
 - (c) instructions on how to provide evidence and submissions to the Commissioner
 - (d) the next steps in the process, including opportunities to appeal the outcome of the complaint process.
- 3.1.5 A complainant can raise a complaint with an industry participant before lodging a complaint with the Commissioner.
- 3.1.6 The Commissioner is not liable for the costs parties to the complaint may incur when dealing with the complaint.
- 3.1.7 The Commissioner must deal with a complaint fairly and as quickly as reasonably possible.

Dismissing complaints

- 3.1.8 The Commissioner may dismiss a complaint if satisfied:
 - (a) the complaint is frivolous, vexatious, trivial, misconceived or without substance,
 - (b) the complaint has been previously determined under this code.
- 3.1.9 If the Commissioner is satisfied that a complaint should be dismissed under section 3.1.8 of this code, the Commissioner must issue a written notice to the complainant. The notice must include the reasons for the Commissioner's decision.

Evidence

- 3.1.10 The Commissioner is to consider any submissions and/or evidence provided by the complainant and the participant who is the subject of the complaint before making a decision on the complaint.
- 3.1.11 The Commissioner must allow all parties to a complaint a period of at least 14 days to submit any relevant information for the Commissioner's consideration before making a decision on the complaint.
- 3.1.12 In making a decision, the Commissioner may take into account other representations made by any person or government agencies about the complaint.

Decisions

- 3.1.13 The Commissioner must decide, on the balance of probabilities, whether the industry participant that is the subject of the complaint contravened this code in the manner detailed in the complaint.
- 3.1.14 The Commissioner must give all parties to the complaint notice of the Commissioner's decision about the complaint. The notice must include a statement of the reasons for the Commissioner's decision.

3.2 Complaints involving a contravention of other laws

Contraventions of the criminal law or civil penalty provisions

- 3.2.1 If a complaint alleges a contravention of a criminal law, the Commissioner may ask the complainant to take the matter to the Police and decline to accept the complaint.
- 3.2.2 If a complaint is based on a contravention of a criminal law or a civil penalty provision that is not administered by the Minister, and the Commissioner accepts the complaint, a finding of a court that there has been a contravention of the criminal law or civil penalty provision is, for the purposes of dealing with the complaint, conclusive evidence of the contravention.

Contraventions of planning laws

- 3.2.3 If a complaint includes an allegation of a contravention of planning law, the Commissioner may ask the complainant to take the matter to the relevant local council and decline to accept the complaint.
- 3.2.4 If a complaint is based on a contravention of planning laws, and the Commissioner accepts the complaint, evidence of completed enforcement action by a council is, for the purposes of dealing with the complaint, conclusive evidence of the contravention.

Contraventions of by-laws

- 3.2.5 If a complaint includes an allegation of a contravention of a by-law of a strata scheme or community scheme, the Commissioner may decline to accept the complaint on the basis that the complaint should be pursued by application to the Tribunal.
- 3.2.6 If a complaint is based on a contravention of a by-law of a strata scheme or community scheme, and the Commissioner accepts the complaint, an order by the Tribunal for a financial penalty for the contravention of the by-law is, for the purposes of dealing with the complaint, conclusive evidence of the contravention.

4 Compliance and enforcement

4.1 Disciplinary action

4.1.1 Where the Commissioner finds that an industry participant has contravened this code, the Commissioner may:

- (a) issue a **warning notice** informing the participant that the participant has been found to have contravened this code and must, in the future, comply with the code or face disciplinary action,
- (b) issue a **direction** to the participant requiring the participant to act or stop acting in a manner relevant to their participation in the short-term rental accommodation industry. Without limitation, the direction may:
 - i. specify a minimum or maximum occupancy period for any short-term rental accommodation arrangement involving the participant
 - ii. specify a maximum number of visitors that can enter the short-term rental accommodation premises or common areas at any one time
 - iii. restrict the participant's use of common property in a strata scheme or association property in a community scheme
 - iv. prohibit the participant engaging in certain behaviour
 - v. impose other conditions on the participant when they participate in short-term rental accommodation arrangements.
- (c) record a **strike** against a host, or a host with reference to specific premises, or guest, or
- (d) record a host, or a host in relation to specific premises, or a guest on the **exclusion register** as an excluded host or guest under section 4.2 of the code.

4.1.2 Any direction the Commissioner issues will be void to the extent it is inconsistent with any planning laws or by-laws.

4.1.3 If the Commissioner is satisfied that a host or guest has contravened this code, the Commissioner can record a strike for the following reasons:

- (a) there has been a serious contravention of this code, or
- (b) the Commissioner is otherwise satisfied that it is appropriate to do so, having regard to all the circumstances of the case including the number and nature of previous contraventions.

4.1.4 The Commissioner may take any other disciplinary action the Commissioner considers appropriate in all the circumstances.

4.1.5 The Commissioner may only take disciplinary action against an industry participant after affording the industry participant procedural fairness in relation to a complaint.

4.1.6 If the Commissioner decides to take disciplinary action against an industry participant, the Commissioner must provide a brief statement of reasons to the participant and inform the participant that they may apply to the Secretary for a review of the decision.

4.1.7 Where an industry participant has been subject to other regulatory action for a breach of criminal laws, by-laws, or planning laws that is also a contravention of this code, the Commissioner may only take disciplinary action against that participant for that contravention if it is necessary to protect the public or this code's integrity.

4.2 Exclusion register

- 4.2.1 The Commissioner must keep and administer an exclusion register.
- 4.2.2 The Commissioner is to make publicly available on the internet a means to search the exclusion register and is to ensure the register is updated in real time to the extent possible.
- 4.2.3 The Commissioner may record on the exclusion register either a host, or a host in relation to particular premises, or a guest.
- 4.2.4 The Commissioner must record on the exclusion register for five years:
- (a) the guest as an excluded guest where the guest has had two strikes recorded against them in a two-year period
 - (b) the host in relation to specific premises where the host has had two strikes recorded against them in a two-year period and the Commissioner considers it appropriate that the host only be excluded in relation to those premises
 - (c) the host as an excluded host where a host has had two strikes recorded against them in a two-year period and the Commissioner considers it appropriate that the host be excluded from acting as a host in relation to any premises.
- 4.2.5 The Commissioner must also record a host or a guest on the exclusion register if the Commissioner is satisfied that:
- (a) the person has been charged with a criminal offence and it is in the public interest to record the person on the exclusion register as an excluded host or guest until the criminal proceedings are determined, or
 - (b) the person has been convicted of an offence and it is in the public interest to record the person on the exclusion register for a specified period or indefinitely.
- 4.2.6 The exclusion register must record:
- (a) for an excluded host or guest—their name and any other of their details that the Commissioner considers necessary to identify them
 - (b) for a host excluded in relation to specific premises—the address of the premises and the name of the host who incurred the strikes with respect to the premises
 - (c) any other details about an excluded host, guest or premises the Commissioner considers appropriate.
- 4.2.7 Before the Commissioner records a host or guest on the exclusion register, the Commissioner must take reasonable steps to notify the relevant host or guest of:
- (a) the Commissioner’s intention to record the host, guest or premises on the exclusion register and
 - (b) the period for which the record will remain on the exclusion register.
- 4.2.8 The Commissioner must promptly remove any false, erroneous or misleading information about a host, a guest or premises, from the exclusion register.
- 4.2.9 A premises owner may apply to the Commissioner for the removal of a premises from the exclusion register. The Commissioner is to remove the premises from the exclusion register if the Commissioner is satisfied that the owner is not the host against whom the strikes with respect to the premises were incurred and the host against whom the strikes with respect to the premises were incurred no longer has any direct or indirect interest in the premises.

4.2.10 Despite any other clause of this code, a booking platform, letting agent or host is not required to cancel any short-term rental accommodation arrangement involving a host or premises recorded on the exclusion register where:

- (a) the arrangement was made before the date (the record date) on which the host or guest was recorded on the exclusion register, and
- (b) the occupancy period starts within one month of the record date.

4.3 Secretary review of disciplinary action

- 4.3.1 Appeals against the Commissioner's decision to record a guest, host or host's premises on the exclusion register are covered in the Regulations.
- 4.3.2 An industry participant who has received a warning notice, direction, or strike against their name or in relation to premises may apply to the Secretary for a review of the Commissioner's decision.
- 4.3.3 An industry participant may apply for a review within 21 days of receiving notice of the disciplinary action from the Commissioner.
- 4.3.4 The Secretary may determine the form in which a review application must be made.
- 4.3.5 A review application may include submissions to the Secretary about why the Commissioner's decision should be changed or overturned.
- 4.3.6 The Secretary must decide a review application within 28 days.
- 4.3.7 The Secretary is to notify the applicant of the Secretary's decision and the reasons for the decision.
- 4.3.8 The Secretary may decide to impose alternative or additional disciplinary action on the applicant as a result of the review.

Anti-Discrimination Act 1977

EXEMPTION ORDER

(A) Under the provisions of section 126 of the *Anti-Discrimination Act 1977* (NSW) and for the purposes only of meeting the Applicant's legal obligations pursuant to:

- Manufacturing Licence Agreements;
- Technical Assistance Agreements;
- Proprietary Information Agreements; and/or
- Export licences granted by the US Department of Commerce;

under the United States International Traffic in Arms Regulations ("ITAR") and Export Administration Regulations ("EAR"), as amended from time to time, (together, the "US Regulations"), the Applicant is granted an exemption from sections 8, 10 and 51 of the *Anti-Discrimination Act 1977* (NSW) to permit the Applicant to do the following:

1. ask present and future employees and contractors to disclose their full names;
2. ask present and future employees and contractors to declare their exact citizenship (including any dual citizenship) and their country of birth;
3. require present and future employees and contractors to produce a photocopy of their passport(s);
4. require present and future employees and contractors to wear a badge confirming their right to access ITAR Controlled Material or their level of access to any ITAR Controlled Material. Such badges may be coded but not in such a way as to identify the citizenship, as declared, or country of birth of the person, or the reasons for that person's level of access;
5. require present and future employees and contractors involved in projects which use ITAR Controlled Material, to notify the Applicant of any change to their citizenship status, to the best of their knowledge and belief;
6. restrict access, by means of transfer if necessary, to controlled technology to particular members of the Applicant's workforce, based on their citizenship or country of birth;
7. reject applications from prospective employees and contractors for positions related to projects which use ITAR Controlled Material, based on the prospective employee or contractor's:

- a. citizenship, as declared;
- b. country of birth; or
- c. substantive contacts, where such contacts objectively create an unacceptable risk of diversion of ITAR Controlled Material or technology;

but not on the basis of the prospective employee's descent, or ethnic or ethno-religious or national origin;

8. advertise controlled positions with the Applicant as being subject to the Exemption Order;
9. record and maintain a register ("Register") of those employees and contractors that are permitted to access ITAR Controlled Material or work on controlled projects due to citizenship, or country of birth status. Access to the register to be limited to only those employees, (including contractors' staff), contract workers and agents of the Applicant with a need to know;
10. ask present and future employees and contractors to execute a non-disclosure agreement in accordance with the licence or Technical Assistance Agreement required by the Department of State, United States of America, in the event they are authorised to have access to ITAR Controlled Material;
11. ask present and future employees and contractors to disclose their substantive contacts with individuals from restricted or prohibited countries listed in the ITAR;
12. restrict access, by means of transfer if necessary, to controlled technology to particular members of the Applicant' workforce, based on their substantive contacts, where such contacts objectively create an unacceptable risk of diversion of ITAR Controlled Material or technology; and
13. record and maintain a register of those employees and contractors that are not permitted to access ITAR Controlled Material or work on controlled projects due to substantive contacts. Access to the register to be limited to only those employees, (including contractors' staff), contract workers and agents of the Applicant with a need to know.

(B) This Exemption Order does not extend to any other identification, collection, storage or use of information in relation to any employee in respect of that employee's race, colour, nationality, descent or ethnic, ethno-religious or national origin. Except to the extent expressly provided for herein, this Exemption Order does not excuse, or purport to excuse, the Applicant from complying with its obligations pursuant to the *Anti-Discrimination Act 1977 (NSW)* or any other legislation or at common law.

(C) The Applicant is required, prior to taking any action permitted by this Exemption Order, to provide all employees, and prospective employees with:

1. express notice that they may be adversely affected by this exemption if they are not an Australian citizen or if they hold dual citizenship;
2. a reasonable explanation in plain English of the nature of any adverse effects of such action to them; and
3. information (at the time of recruitment in the case of prospective employees) about how they can apply for Australian citizenship.

(D) In addition to the above conditions the Applicant is required to:

1. produce comprehensive anti-discrimination policies governing all aspects of the work and workforce, including management, and with particular regard to race discrimination, vilification and harassment and victimisation;
2. establish concise and comprehensive dispute resolution and grievance procedures to receive, investigate and resolve discrimination complaints and grievances and, in particular, those relating to race discrimination, vilification and harassment and victimisation;
3. implement training programs, including at induction, to ensure that all members of the Applicant's workforce, including management, are fully informed of their rights and obligations under such policies and procedures, particularly with regard to issues of race discrimination, vilification, harassment and victimisation;
4. ensure that all members of the workforce, including management, receive regular education and training in issues of discrimination, particularly race discrimination, vilification, harassment and victimisation;
5. take steps to fully inform the workforce, including management, of their rights under the *Anti-Discrimination Act 1977* (NSW) and, in particular, but not limited to, the complaints procedure under the *Anti-Discrimination Act 1977* (NSW) and to ensure that all members of the workforce, including management, are aware of the rights of aggrieved persons to take their complaints to the Anti-Discrimination Board and through the New South Wales Civil and Administrative Tribunal;
6. take steps to fully inform the workforce, including management, of the requirements of, and their rights and obligations under, the *Racial Discrimination Act 1975* (Cth);
7. notify the Board if the discriminatory terms and provisions of the relevant US legislation and/or Regulations are repealed or become

inoperative, so that this Exemption Order may be revoked or amended.

(E) The Applicant is required to advise the Anti-Discrimination Board, every six months from the date of this Exemption Order, over the period specified in this Order, of:

1. The steps it has taken to comply with all the above conditions, including:
 - a. the number of job Applicant rejected for ITAR purposes, including those subsequently appointed to other roles within each reporting period;
 - b. the number of employees retrenched or redeployed due to ITAR requirements and any steps taken to minimise retrenchment or redeployment, and any steps taken generally to mitigate the impact of the Applicant's responsibility under ITAR on the deployment of its workforce within each reporting period;
 - c. the number of vacancies advertised within each reporting period, including the number of such vacancies where candidates were required to satisfy ITAR related requirements.
 - d. any steps taken to implement '*effective procedures to prevent diversion*', including the number of its employees for whom it has applied for individual security clearances, how many such clearances were approved by the Australian Government, and its procedures to screen employees (including reviewing their substantive contacts) and have them execute non-disclosure agreements.
2. The implementation and compliance generally with the terms of this Exemption Order.

(F) The Applicant is required to take all reasonable steps to ensure that any employees adversely affected by this Exemption Order, retain employment with the Applicant, and do not suffer a reduction in wages, salary or opportunity for advancement.

(G) If the Applicant, in order to enable it to comply with the US Regulations or related contractual obligations associated with the US Regulations, moves a member of the workforce from one project to another, the Applicant must take reasonable steps both to explain to that person why the transfer has occurred and to avoid any race-based hostility that might result from the transfer.

(H) Where prospective employees adversely affected by this Exemption Order would otherwise have been acceptable to the Applicant as employees, the

Applicant is required to consider and, if feasible, implement reasonable and practicable alternatives to rejection, such as employment in other work or obtaining the necessary approvals under the US Regulations.

In this Exemption Order:

- the expression "the Applicant" means Rohde & Schwarz (Australia) Pty Limited;
- the expression "ITAR Controlled Material" means controlled defence articles, technical data and defence services which are the subject of export controls under the US Regulations.

This exemption will remain in force for six months.

Dated this 18 of October 2021

**Dr Annabelle Bennett AC SC FAA
President
Anti-Discrimination NSW**

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Registration pursuant to Section 76

TAKE NOTICE that the registration of the following associations is cancelled by this notice pursuant to section 76 of the Associations Incorporation Act 2009.

PEACEFUL PADDOCK INCORPORATED	INC2000041
TESTICULAR CANCER AWARENESS INCORPORATED	INC2000282
FRIENDS OF BIBESHEEL SAJHA, AUSTRALIA INCORPORATED	INC1800736
AUSTRALIA MANIPURI ASSOCIATION INCORPORATED	INC1701401
AUSTRALIAN WELLBEING ASSOCIATION INCORPORATED	INC1701005
BANKSTOWN DISTRICT BASEBALL ASSOCIATION INCORPORATED	Y2298847
BROADLANDS WORKSHOP INCORPORATED	INC2000457
GEN ONE SUMMIT INCORPORATED	INC1700513
INTERNATIONAL PURE BHAKTI YOGA SOCIETY OF SYDNEY INCORPORATED	INC1400995
KARABAR PROBUS CLUB INCORPORATED	INC1901677
GREENSCREEN FILM FEST INCORPORATED	INC2000593
THE SPRING TERRACE WATER GROUP INCORPORATED	INC1401602
THE WELFARERS INCORPORATED	INC1600757

Cancellation is effective as at the date of gazettal.

Dated this 20th day of October 2021.

Diane Duggan
Delegate of the Commissioner
NSW Fair Trading

Declaration of significantly contaminated land

Section 11 of the *Contaminated Land Management Act 1997*

Declaration Number 20211109; Area Number 3427

The Environment Protection Authority (EPA) declares the following land to be significantly contaminated land under s 11 of the *Contaminated Land Management Act 1997* ("the Act").

Land to which this Declaration applies

1. This Declaration applies to the land shaded blue on the attached Declaration Area Map ("Figure 1"), within the local government area of Newcastle City Council ("the Land").
2. The Land includes that part of Ellis Road between Georgetown Road and Turton Road, Waratah, shaded blue on Figure 1, and the following residential properties:

Lot	Plan	Address
1	DP575096	83 Turton Road, Waratah
2695	DP755247	5 Ellis Road, Waratah
2696	DP755247	3 Ellis Road, Waratah
2697	DP755247	1 Ellis Road, Waratah
2698	DP755247	1A Ellis Road, Waratah
2699	DP755247	81 Turton Road, Waratah
2701	DP755247	85 Turton Road, Waratah
2710	DP755247	6 Ellis Road, Waratah
2711	DP755247	4 Ellis Road, Waratah
2712	DP755247	2 Ellis Road, Waratah
2713	DP755247	2B Ellis Road, Waratah
2714	DP755247	75 Turton Road, Waratah
2715	DP755247	73 Turton Road, Waratah

Significant Contaminants affecting the Land

3. The EPA has reason to believe that the Land is contaminated with the following substances ("the Significant Contaminants") and that the contamination is significant enough to warrant regulation under the Act:

- (i) Polycyclic aromatic hydrocarbons (including benzo(a)pyrene and naphthalene);
- (ii) Total petroleum hydrocarbons;
- (iii) Cyanide; and
- (iv) Metals (including lead).

Nature of harm caused, or that may be caused, by the Significant Contaminants

4. The EPA has reason to believe that actual harm has been caused by the Significant Contaminants, including:
 - (i) degradation of soil and perched water on the Land as a result of historical activities undertaken at the site.
5. The EPA has reason to believe the contamination of the Land has the potential to cause harm for the following reasons:
 - (i) The sources of the significant contamination of the Land have not been removed or adequately managed.
 - (ii) Shallow soil and perched water on the Land contain the Significant Contaminants at concentrations exceeding the criteria for the protection of human health.
 - (iii) There is the potential for residents to be exposed to the Significant Contaminants through direct contact with contaminated soil on the Land.
 - (iv) There is the potential for persons undertaking intrusive works on the Land to be exposed through direct contact with soil and/or perched water containing the Significant Contaminants.

Matters considered before declaring the Land to be significantly contaminated land

6. Before making this Declaration, the EPA has taken into account relevant guidelines, the principles of ecologically sustainable development under s 9 of the Act, and each of the matters listed in s 12(1) of the Act with respect to the Significant Contaminants that the EPA believes cause the Land to be contaminated.
7. The EPA has reason to believe that the Land is contaminated, and that the contamination is significant enough to warrant regulation under the Act for the following reasons:
 - (i) Actual harm has been caused by the presence of Significant Contaminants as a result of degradation of soil and perched water on the Land.
 - (ii) The Significant contaminants are present on the Land in concentrations exceeding the criteria for the protection of human health.
 - (iii) The approved and current use of the Land and the land adjoining is for residential development and there is potential for people participating in gardening or outdoor activities at affected residential properties on the Land to be exposed to the Significant Contaminants through direct contact with contaminated soil and for Significant Contaminants to be ingested by them; and
 - (iv) There is potential for persons undertaking intrusive works on the Land to be exposed to the Significant Contaminants through direct contact with contaminated soil and/or perched water.

Further action to carry out voluntary management under the Act

8. The making of this Declaration does not prevent the carrying out of voluntary management of the Land by any person. Any person may submit a voluntary management proposal for the Land to the EPA.

Submissions invited

9. Any person may make a written submission to the EPA on:
- whether the EPA should issue a management order in relation to the Land; or
 - any other matter concerning the Land.

10. Submissions should be made in writing and sent to:

Email RegOps.MetroRegulation@epa.nsw.gov.au

or

Post Adam Gilligan
Director Regulatory Operations – Metro North
NSW Environment Protection Authority
Locked Bag 5022
PARRAMATTA NSW 2124

11. Submissions should be made by no later than **5:00pm on 12 November 2021**.
12. Information on contaminated land management can be found on the EPA's website at:
www.epa.nsw.gov.au/your-environment/contaminated-land



Stephen Beaman PSM
Executive Director Regulatory Operations
NSW Environment Protection Authority

(by delegation)

Date of this Declaration: 20 October 2021

This Declaration is made by notice published in the NSW Government Gazette as required by s 11(2).

Further information about this Declaration

Management Order may follow

If management of the Land or part of the Land is required, the EPA may issue a Management Order under s 14 of the Act.

Amendment or Repeal

This declaration may be amended or repealed. It remains in force until it is otherwise amended or repealed. The subsequent declaration must state the reasons for the amendment or repeal (s 44 of the Act).

Information recorded by the EPA

Section 58 of the Act requires the EPA to maintain a public record. A copy of this significantly contaminated land declaration will be included in the public record and is available for access at the principal office of the EPA and on the EPA's website.

Information recorded by Councils

Section 59(a) of the Act requires the EPA to inform the relevant local Council as soon as practicable of this Declaration. Pursuant to s 59(2)(a) of the Act, land being declared to be significantly contaminated land is a prescribed matter to be specified in a planning certificate issued pursuant to s 10.7 of the *Environmental Planning and Assessment Act 1979*. The EPA is also required to inform the relevant Council as soon as practicable when the declaration is no longer in force. Pursuant to s 59(3) of the *Contaminated Land Management Act 1997*, if a Council includes advice in a planning certificate regarding a declaration of significantly contaminated land that is no longer in force, the Council is to make it clear on the planning certificate that the declaration no longer applies.

Relationship to other regulatory instruments

This Declaration does not affect the provisions of any relevant environmental planning instruments which apply to the land or provisions of any other environmental protection legislation administered by the EPA.

Figure 1 -The Land to which this Declaration applies is shown shaded in blue



Map Source: NSW Land and Property Website: <https://maps.six.nsw.gov.au>

Resumption of Jury Trials and in person appearances in Judge Alone Trials

1. This Practice Note revises District Court Criminal Practice Note 23, which commenced on 13 October 2021.

Commencement

2. This Practice Note commences on 21 October 2021.

Review

3. In view of the further easing of Public Health Orders, this Practice Note will be reviewed in mid-November 2021 or as otherwise may be necessary.

Introduction

4. The commencement of new jury trials at the Court venues identified in paragraph 11 were temporarily suspended due to COVID-19. With the easing of restrictions under Public Health Orders and increased vaccination rates, the temporary suspension of jury trials at these venues will be lifted on 25 October 2021.
5. The steps that the Court will take to enable the return of jury trials in a way that is in the interests of the health and wellbeing of all court participants will build on the measures implemented last year which included the enlargement of jury rooms, the hiring of external facilities for jury deliberation and empanelment, 4m² physical distancing, juries in the round, individualised meals for jurors and mandatory face mask wearing for all court participants.
6. The additional steps that the Court will take to facilitate the safe resumption of jury trials include:
 - a. all jurors being vaccinated against COVID-19; and
 - b. all court participants undergoing rapid antigen screening (RAS) at least twice-weekly or as otherwise required by the Sheriff of NSW.
7. In person appearances will only be allowed for new jury trials from 25 October 2021. All other matters in the Court will continue to be conducted by use of the virtual courtroom, subject to any leave granted by application to the trial Judge in judge alone trials. An application for leave must be made in accordance with paragraphs 54 and 55 below.

The Expectation of the Court

8. To enable the safe resumption of jury trials, the Court strongly encourages legal practitioners to be vaccinated. The Court encourages the Directors of Public Prosecutions (State and Commonwealth), the Senior Public Defender, and Legal Aid NSW to ensure that counsel and instructing solicitors are vaccinated.
9. The Court encourages the NSW Bar Association and the Law Society of New South Wales to support the vaccination of their members who appear in the Court.

Definitions

10. In this Practice Note:

“counsel” includes a solicitor advocate.

“Court” means the District Court of NSW sitting at the court venues identified in paragraph 11. Court venues may be added pursuant to paragraph 12.

“court participants” includes judges, associates, counsel representing the Crown (both State and Commonwealth), counsel representing an accused person, solicitors, an accused person, Sheriff’s officers, Corrective Services Officers, court officers, witnesses who appear in person (not by audio-visual link), interpreters, RSB court reporters, sound reporters and third party contractors, ODPP Witness Assistance Officers, other persons providing witness support and jurors.

“List Judge” includes the circuit Judge for a circuit sittings.

“Readiness Hearing” means a hearing to ascertain the readiness of the parties to proceed on the allocated trial date.

“pre-trial callover” includes a pre-trial callover conducted by a circuit Judge.

“vaccinated” means that a person:

- a. has either completed a two-dose schedule of Pfizer Australia Pty Ltd, AstraZeneca Pty Ltd or Moderna Australia Pty Ltd, or received a single dose of Janssen-Cilag Pty Ltd; and
- b. at least 14 days has elapsed since completing their vaccination schedule.

Application

11. This Practice Note applies to the resumption of jury trials at:

- a. The Downing Centre;
- b. John Maddison Tower;

- c. Campbelltown;
- d. Dubbo;
- e. Gosford;
- f. Katoomba;
- g. Newcastle;
- h. Nowra;
- i. Parramatta;
- j. Penrith;
- k. Wollongong; and
- l. Queanbeyan.

12. Risk assessments will be conducted by the Sheriff of NSW and the application of this Practice Note may be extended to other Court venues.

Readiness Hearings

13. This Practice Note supplements District Court Criminal [Practice Notes 18 and 19](#).
14. The parties must strictly comply with case management orders made at Readiness Hearings.

Jury Panels

15. The Sheriff of NSW will ensure that all members of the jury panels for trials in the Court are vaccinated, consent to undergoing RAS as required and have undergone RAS.

Pre-Trial Callovers

16. This Practice Note emphasises the importance of pre-trial callovers. For trials listed for hearing at the Downing Centre, a pre-trial callover is heard by the List Judge in Court 3.1 on the Thursday the week before the trial date. In other Courts, the pre-trial callover is heard at the time directed by the Senior Judge.

Obligation to Ensure Accuracy

17. The party calling a witness is obliged to ensure that the information provided to the Court in either Forms A, B or C is accurate. When a witness is stated to be vaccinated, the party calling the witness must sight his or her COVID-19 certificate provided by the Australian Government before the relevant form is completed.

Vaccination Status

18. The Court acknowledges that any court participant has the right to decline to provide his or her vaccination status.
19. The consequences of declining to provide a court participant's vaccination status may vary and will depend upon whether the court participant consents to RAS (see paragraphs 23-55 below).
20. The provision of vaccination status will assist the Court to manage the risk of COVID-19 and facilitate the safety of all court participants under the *Court Security Act 2005* (NSW), the *Work Health and Safety Act 2011* (NSW) and NSW Public Health Orders.
21. The trial Judge will direct that Forms A to G hereof are to be destroyed at the end of the trial.
22. The Court also brings to the attention of court participants the Department of Communities and Justice's "Collection Notice Health Records DC Trials" published on the Court's [website](#).

Prior to the Pre-Trial Callover

Prosecution Witnesses

23. The Crown is to file a list of witnesses that the Crown intends to call at trial, no later than two days prior to the pre-trial callover. A list of witnesses with their vaccination status, preferred mode of attendance, and whether they consent to RAS should be filed by Form A annexed. This form may be signed by the instructing solicitor.
24. Where a Crown witness declines to provide their vaccination status or evidence of such, or does not consent to RAS, an application may be made pursuant to s 5B(1) of the *Evidence (Audio and Audio Visual Links) Act 1998* (NSW) (the Act) seeking a direction that the witness give evidence to the Court by audio link or audio-visual link from any place within or outside New South Wales, including a place outside Australia, other than the court room in which the trial is proceeding.
25. Such application is to be made and determined by the trial Judge at the commencement of the trial and before a jury is empanelled.
26. Alternatively, pursuant to s 5B(1) of the Act, the Court, on its own motion, may direct that a witness give evidence to the Court by audio link or audio-visual link from any place within or outside New South Wales, including a place outside Australia, other than the court room in which the trial is proceeding.
27. Such a direction will be made by the trial Judge at the commencement of the trial and before empanelling the jury.

Defence Expert and Alibi Witnesses

28. The Defence is to file a list of expert and/or alibi witnesses that are to be called in the trial, no later than two days prior to the pre-trial callover. A list of witnesses with their vaccination status, preferred mode of attendance, and whether they consent to RAS should be filed by Form B annexed. This form may be signed by the instructing solicitor.
29. Where a Defence expert and/or alibi witness declines to provide their vaccination status or evidence of such, or does not consent to RAS, an application may be made pursuant to s 5B(1) of the Act seeking a direction that the witness give evidence to the Court by audio link or audio-visual link from any place within or outside New South Wales, including a place outside Australia, other than the court room in which the trial is proceeding.
30. Such application is to be made and determined by the trial Judge at the commencement of the trial and before a jury is empanelled.
31. Alternatively, pursuant to s 5B(1) of the Act, the Court, on its own motion, may direct that a witness give evidence to the Court by audio link or audio-visual link from any place within or outside New South Wales, including a place outside Australia, other than the court room in which the trial is proceeding.
32. Such a direction will be made by the trial Judge at the commencement of the trial and before empanelling the jury.

At the Pre-Trial Callover

33. Pre-trial callovers will continue to be conducted remotely until further order of the Court.
34. At the pre-trial callover, counsel appearing for the Crown and counsel appearing for the accused person must:
 - a. clearly identify all pre-trial issues;
 - b. inform the Court of all pre-trial issues that are to be determined and the estimated length of the pre-trial hearing;
 - c. provide either Forms D or E, as applicable, electronically to the List Judge or Senior Judge disclosing the vaccination status of counsel and instructing solicitors and whether counsel and instructing solicitors consent to undergo RAS, as required. This form may be signed by the instructing solicitor;
 - d. inform the Court whether there is any change to the information provided to the Court in accordance with paragraphs 23 and 28 of this

Practice Note and to provide the Court with any further information that may be required; and

- e. confirm that all proposed exhibits consented to be tendered have been prepared into a tender bundle with the appropriate number of copies ready to be brought into the Court on the trial date.

35. At the pre-trial callover, counsel appearing for the accused person must:
- a. Where the accused person is not in custody: provide Form F electronically to the List Judge or Senior Judge disclosing the accused person's vaccination status and whether he or she consents to undergo RAS. This form may be signed by the instructing solicitor on advice received from the accused person; or
 - b. Where the accused person is in custody: provide Form G electronically to the List Judge or Senior Judge disclosing the accused person's vaccination status. This form may be signed by the instructing solicitor on advice received from the accused person.

Arrangements for RAS

Counsel and Solicitors

36. Counsel and solicitors must make themselves known to the Sheriff's officer or RAS clinic staff so that arrangements might be made for priority testing. Counsel and solicitors will be required to undergo RAS at least twice-weekly or as otherwise required by the Sheriff of NSW.

Witnesses

37. The party calling a witness whose evidence is to be given in person must arrange with the Sheriff's officer or RAS clinic staff a suitable time for the witness to undergo RAS. Parties must make allowance for RAS to be conducted within an appropriate time prior to the witness being called. Witnesses will be required to undergo RAS at least twice-weekly or as otherwise required by the Sheriff of NSW.

Accused Person not in Custody

38. An accused person who is not in custody is to be accompanied by his or her counsel or instructing solicitor for RAS at least twice-weekly or as otherwise required by the Sheriff of NSW.

Accused Person in Custody

39. The Chief Judge of the Court has made a direction in all jury trials that where an accused person is in custody, the accused person is to undergo RAS conducted

by Corrective Services NSW every two days during the trial prior to being transported to the Court.

Exemption from RAS or Vaccination

40. A court participant may be exempt from vaccination and/or testing. If a court participant is exempt, this must be in accordance with current NSW Health Public Health Orders. The period of exemption may vary under Public Health Orders.
41. A court participant may have a medical contraindication exempting him or her from being vaccinated even though he or she has not had COVID-19. A court participant who is exempt from being vaccinated but has not had COVID-19 is still required to undertake RAS.
42. Where an exemption applies, evidence is required to be carried at all times and must be presented to the Sheriff's officers and/or legal representatives complying with this Practice Note. This evidence is shown either by:
 - a. Medical Contraindication Certificate; and/or
 - b. Medical Clearance Notice.

Failure to Consent to RAS or Decline to Provide Vaccination Status

43. Where counsel and/or solicitors decline to provide their vaccination status or evidence of such, or do not consent to RAS, the trial may be vacated and relisted on a later date. In determining whether the trial will be vacated, the Court will have regard to:
 - a. the interests of justice;
 - b. whether RAS is consented to;
 - c. the vaccination status of counsel and/or solicitors who do not consent to RAS;
 - d. the public health risk posed by the COVID-19 pandemic;
 - e. the efficient use of available judicial and administrative resources;
 - f. whether counsel and/or solicitors may appear by the use of the virtual courtroom;
 - g. any relevant matter raised by a party to the proceedings; and
 - h. any other matter that the Court considers relevant.
44. Where an accused person declines to provide their vaccination status or evidence of such, or does not consent to RAS, the Court may vacate the trial or,

on its own motion or with the consent of the parties to the proceedings, may make a direction that the accused person appear before the Court by audio-visual link from any place within or outside New South Wales, subject to any bail arrangement. The parties will have an opportunity to make submissions to the Court as to whether such a direction should be made. In making such a determination, the Court will have regard to:

- a. the interests of justice;
- b. the accused person's vaccination status, where provided;
- c. whether RAS is consented to in respect of an accused person who is not in custody;
- d. ss 22C(6) and 22C(7) of the Act in respect of an accused person who is not in custody;
- e. ss 5BA(6) to (8) and 5BC of the Act in respect of an accused person who is in custody;
- f. the public health risk posed by the COVID-19 pandemic when determining the interests of justice in s 5BA(6) of the Act concerning an accused person in custody; and
- g. any other matter that the Court considers relevant.

Empanelment of Juries

45. To enhance COVID-19 safety, the empanelment of juries may be staggered and empanelment times allocated by the List Judge or Senior Judge.
46. The jury will not be empanelled until all pre-trial issues have been determined.
47. The trial Judge is to inform the jury manager of the relevant Court when all pre-trial issues are determined.

Trial

48. At trial, face mask wearing is mandatory for all court participants. This requirement is waived:
 - a. when a court participant is addressing the Court or giving evidence;
 - b. when any witness or court participant is required to remove his or her face mask for purposes of in-court identification and for purposes of briefly allowing the jury to see the witness's or court participant's face by way of introducing the person to the jury;
 - c. where a court participant is unable to wear a face mask for medical reasons which must be established by a medical certificate; or

d. where there is a reason that the Court considers relevant.

49. With respect to any witness/es to be called in the Defence case, other than witnesses required to be disclosed at the pre-trial callover pursuant to paragraph 28, the Defence is to notify the Court of their vaccination status, preferred mode of attendance, and whether they consent to RAS after the close of the Crown case and prior to the witness being called during the trial. This information should be handed to the trial Judge in Form C annexed. This form may be signed by the instructing solicitor.
50. Where a Defence witness does not consent to RAS, an application may be made pursuant to s 5B(1) of the Act seeking a direction that the witness give evidence to the Court by audio link or audio-visual link from any place within or outside New South Wales, including a place outside Australia, other than the court room in which the trial is proceeding.
51. Alternatively, pursuant to s 5B(1) of the Act, the Court, on its own motion, may direct that a witness give evidence to the Court by audio link or audio-visual link from any place within or outside New South Wales, including a place outside Australia, other than the court room in which the trial is proceeding.

Accused Person who is Self-Represented in Jury Trials

52. Where an accused person is self-represented, he or she should endeavour to comply with the provisions of this Practice Note.
53. Where a self-represented accused person is able to satisfy the trial Judge or List Judge that he or she is vaccinated and consents to RAS, the self-represented accused person should be permitted to appear in person. Paragraph 44 otherwise applies.

Applications for Leave – Judge Alone Trials

54. Leave will not be granted to any person to attend the Court in person unless the trial Judge is satisfied that he or she is vaccinated.
55. Solicitors for the parties must enquire as to the vaccination status of all their proposed court participants and provide that information to the trial Judge. When a witness is stated to be vaccinated, the obligation to ensure the accuracy of that statement applies in accordance with paragraph 17 above.

Open Justice

56. The Court remains committed to the principles of open justice. However, the risk of COVID-19 requires the Court to limit the persons who may attend a trial in person.

57. Members of the public may not attend court in person. Should a member of the public wish to view a trial, attendance will be permitted by use of the virtual courtroom. The link to the virtual courtroom may be provided on request made by email to the trial Judge's associate. All such requests will be subject to orders made by the trial Judge concerning the conduct of the trial. A list of associate contact details is available on the Court's [website](#).
58. A member of the media who wishes to attend a trial in person must provide evidence that he or she is vaccinated and consents to undergo RAS. Any attendance in person must not infringe the 4m² rule. Where a member of the media declines to provide his or her vaccination status or declines to undergo RAS, attendance will be permitted by use of the virtual courtroom. The link to the virtual courtroom may be provided on request made by email to the Court's media liaison officer. All such requests will be subject to orders made by the trial Judge concerning the conduct of the trial.

The Honourable Justice D Price AO
Chief Judge of the District Court
21 October 2021

Amendment History:

21 October 2021: This Practice Note revises former Practice Note 23, which commenced on 13 October 2021.



Form A – Crown witnesses

MATTER DETAILS

Case Name: Regina v

Case Number:

Crown legal representative:

Name	Vaccination Status (if disclosed)	Preferred Mode of Attendance		Consent to RAS	
		In Person	AVL	Yes	No

SIGNATURE

Signature of legal representative:

Capacity:

Date of signature:



Form B – Defence expert and/or alibi witnesses

MATTER DETAILS

Case Name: Regina v

Case Number:

Defence legal representative:

Name	Vaccination Status (if disclosed)	Preferred Mode of Attendance		Consent to RAS	
		In Person	AVL	Yes	No

SIGNATURE

Signature of legal representative:

Capacity:

Date of signature:



Form C – Defence witnesses (other)

MATTER DETAILS

Case Name: Regina v

Case Number:

Defence legal representative:

Name	Vaccination Status (if disclosed)	Preferred Mode of Attendance		Consent to RAS	
		In Person	AVL	Yes	No

SIGNATURE

Signature of legal representative:

Capacity:

Date of signature:



Form E – Defence counsel and solicitors

MATTER DETAILS

Case Name: Regina v

Case Number:

Name	Counsel / Solicitor	Vaccination Status (if disclosed)	Consent to RAS	
			Yes	No

SIGNATURE

Signature of legal representative:

Capacity:

Date of signature:



Form F – Accused person not in custody

MATTER DETAILS

Case Name: Regina v

Case Number:

Defence legal representative:

Barrister briefed to appear at trial:

Bail status of the accused
person:

UNDERTAKING

- 1 I, _____, am the instructing solicitor for
the accused person, _____.
- 2 I confirm that I am advised by the accused person that:
 - a HIS / HER vaccination status is _____; or
 - b HE / SHE declines to disclose their vaccination status.
- 3 HE / SHE DOES / DOES NOT consent to rapid antigen screening.

SIGNATURE

Signature of legal representative:

Capacity:

Date of signature:



Form G – Accused person in custody

MATTER DETAILS

Case Name: Regina v

Case Number:

Defence legal representative:

Barrister briefed to appear at trial:

Bail status of the accused
person:

UNDERTAKING

- 1 I, _____, am the instructing solicitor for
the accused person, _____.
- 2 I confirm that I am advised by the accused person that:
 - a HIS / HER vaccination status is _____; or
 - b HE / SHE declines to disclose their vaccination status.

SIGNATURE

Signature of legal representative:

Capacity:

Date of signature: