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DEFAMATION ACT 2005

ORDER

I, MARK SPEAKMAN, Attorney General, in pursuance of section 35(3) of the *Defamation Act 2005*, by this order, declare the amount that is to apply for the purposes of section 35(1) of the *Defamation Act 2005* to be \$432,500 from 1 July 2021.

Signed at Sydney, this 20th day of May 2021.



Mark Speakman
Attorney General

BETTING AND RACING ACT 1998

AMENDMENT TO THE TAB DECLARED BETTING EVENT BETTING RULES

I, the Hon. Victor Dominello MP, Minister for Digital, Minister for Customer Service, pursuant to section 18D(1) of the *Betting and Racing Act 1998*, **DO HEREBY APPROVE** the TAB Declared Betting Events Betting Rules, annexed to this instrument, for the purpose of establishing the conditions and rules that apply to betting on declared betting events, which take effect from the date published in the New South Wales Government Gazette. This instrument has the effect of repealing any/all previous versions of the TAB Declared Betting Event Betting Rules published in the Gazette and replacing them with the Rules annexed to this instrument.

Dated this 27 day of May 2021

Victor Dominello MP
Minister for Digital,
Minister for Customer Service

TAB LIMITED DECLARED EVENTS BETTING RULES
BETTING AND RACING ACT 1998 (NEW SOUTH WALES)

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1 PRELIMINARY

- 1.1 Unless otherwise provided, these rules shall be applied by TAB Limited in respect of any contingency or declared events on which it conducts fixed price declared events betting in accordance with section 18D of the *Betting and Racing Act 1997*.
- 1.2 These rules apply to bets made with TAB on declared events and classes of declared events declared under section 18 of the *Betting and Racing Act 1998* to be declared events for the purposes of that Act.
- 1.3 References to the TAB Sportsbet website is a reference to the Internet address.
- 1.4 Every TAB customer shall be deemed to be acquainted with these rules and any conditions determined by TAB relative to a particular declared event to which a declared events bet relates and to have agreed to be bound thereby.
- 1.5 TAB shall use its best endeavours to make these rules available to customers by providing copies of the rules to all betting outlets, by ensuring that these rules are published on the TAB Sportsbet website and addressing rule enquiries via Account Management or Customer Service.
- 1.6 In the event TAB wishes to apply an additional proviso(s) to a form(s) of betting offered, these shall be published on TAB betting sheets and the TAB Sportsbet website. Any enquiries can be addressed to the Account Management or Customer Service as required.
- 1.7 In the case of all declared events bets between TAB and a customer the location of the contract is deemed to be New South Wales and the laws of New South Wales are deemed to apply.
- 1.8 If the recognised Governing body of the event requests the disclosure of personal information pertaining to accounts or transactions relating to bets on that declared event, the customer shall be deemed for the purposes of the Act to have consented to TAB providing such personal information.
- 1.9 These rules commence on the date Gazetted and replace those previously gazetted.

2 DEFINITIONS

"**Act**" means the *Racing Administration Act 1998* as amended.

"**All-in**" means that regardless of whether or not a particular competitor or team or member of a team starts or completes the declared event on which a declared events bet is placed, all declared events bets stand and no refunds shall be payable.

"**Approved Forms of Betting**" means the approved forms of betting as listed in the schedule to these rules. The schedule is made in accordance with Sections 18 and 20 of the Act.

"**Declared Event Bet**" means any bet made at a fixed price with TAB on an approved declared event via any approved TAB betting medium.

"**Declared Event Betting Event**" means any event approved under section 18 of the Act.

"**Declared Event Betting Ticket**" means a ticket issued in accordance with Part 3 (Transactions) of these Rules and includes any form of electronic record approved by TAB.

"**Department**" means Liquor & Gaming NSW.

"**Extra Time**" means any additional periods that are played beyond the normal time scheduled for the match or game, to resolve any tie, draw or dead heat.

"**Fixed Price Racing Bet**" means a bet made at a fixed price with TAB on a fixed price racing event via any approved TAB betting medium.

"**Fixed Price Racing Event**" means a racing event on which the TAB conducts fixed price betting in accordance with an approval by the Minister under section 13 of the Act.

"**Fixed Price Racing Ticket**" means a ticket issued by TAB in accordance with Part 3 (Transactions) of these rules and includes an form of electronic record approved by TAB.

"**Group**" betting means any form of betting involving the relative performances of any two or more nominated competitors.

"**Multi Bet**" means a bet issued under one (1) ticket serial number in respect of which any resultant dividend or refund from a selected contingency shall be reinvested (in accordance with the investor's instructions given at the time of investment) in either one or more other subsequent selected contingencies:

- on a different declared event betting event or fixed price racing event ("**Standard Multi Bet**"); or
- in the same declared event betting event or fixed price racing event ("**Same Event Multi Bet**"),

noting that a Standard Multi Bet may contain one or more Same Event Multi Bets as part of its selected contingencies.

"**Multiplier**" means a feature that will allow a person making Fixed Odds Racing and Sports multiple bets on certain events to multiply the return of one bet per day by between 1.02 and 5 times the existing odds.

"**Normal Time**" means the period for which the relevant match or game is scheduled to be played, including any additional time provided by match officials for stoppages, but not including any further time to resolve any tie, draw or dead heat.

"**Outcomes Not Quoted**" means a number of outcomes (eg players, competitors) within a particular bet form which are bracketed together as a single selection.

“Payout” means the amount payable including any stake on a successful declared events bet.

“Price” - means either:

- when expressed in monetary terms, the return for an outlay of a certain monetary unit, inclusive of the unit of outlay, or
- when expressed in fractional terms, the ratio of win to stake agreed to by the relevant duly authorised TAB Sports Betting Officer and the customer at the time the declared events bet is made.

“Proposition” means a result or combination of results on offer which may occur in any event upon which TAB Sportsbet operates.

“Rules” means the declared events betting rules contained herein as amended from time to time.

“Stake” means the monetary outlay by the customer in placing a declared events bet. In the case of multiple betting the consideration of each bet may be in fractions of whole dollars or cents.

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

“Win” means the profit portion of a payout. That is, the payout less the stake outlaid by the customer.

3 TRANSACTIONS

3.1 GENERAL

3.1.1 Amount of Declared Events bet

The amount of a declared events bet shall be as agreed between TAB and the customer.

3.1.1A Acceptance & Payment for Bets

A Declared Event Bet will be accepted by TAB if it is made in accordance with these rules and the payment is made in one of the following ways:

- (a) by the deposit of the amount of the bet in cash (including by electronic funds transfer or other debit-based payment platform) or by use of a betting voucher; or
- (b) by debit against funds held in the betting account of the person making the bet.

3.1.2 Discretion of TAB

TAB may set any minimum or maximum stake or payout for declared events bets at its sole and absolute discretion.

3.1.3 Limit as to scheduled determination date

No declared events bet shall be made on a declared event which has a scheduled outcome more than four (4) years from the date of the intended declared events bet.

3.1.4 Subsequent calling off of a declared events bet

An agreement may be made between a duly authorised TAB Sports Betting Officer and the customer for a declared events bet to be

called off at any time up until the close of betting on the relevant declared events option.

3.1.5 Approved forms of betting

All declared events bets shall be in accordance with the Approved Forms of Betting set out in the schedule to these rules and imposed by the Minister as a general condition under section 20 of the Act. A multiple declared events bet may involve two or more Approved Forms of Betting.

3.1.6 Price setting and fluctuations

TAB may at its sole and absolute discretion set prices for any declared event. The prices are to be offered without prejudice and are subject to change by TAB without notice.

3.1.7 Refusal of bets

TAB may refuse or decline to accept any declared events bet at its sole and absolute discretion and for any reason whatsoever. TAB is not required to state or provide any reasons for refusing or declining to accept any declared events bet.

3.1.8 Currency of display

TAB will use its best endeavours to ensure the currency of the display of all:

- (a) markets on which TAB is conducting declared event betting; and
- (b) prices quoted on outcomes or contingencies in those markets on which TAB is conducting declared event bets, but is not liable for any errors or omissions or the exercise of a discretion under clause 4.4.5 (c).

3.1.9 Refunds

Except as specifically and expressly provided in these Rules or required by law, no customer is entitled to any refund of or in respect of any amount of any declared events bet. This clause does not prevent TAB, in its sole and absolute discretion, refunding in whole or in part the amount of any declared events bet but any such refund or other payment which TAB, in its sole and absolute discretion, elects to make will be without prejudice and will not be binding on TAB or create any precedent or entitlement in any other person or entitlement in respect of the same customer in respect of any other bet.

3.1.10 Price setting by authorised employees and agents

TAB may delegate to its duly authorised employees or agents its power in respect to the setting of prices, acceptance or refusal of individuals bets and the recording of such bets and as to such other matters as TAB may from time to time determine.

3.1.11 Postponement of payment of payouts

TAB shall at all times retain the right to postpone the payment of payouts for reasons including verification of results, system hardware or software malfunction, or in circumstances where fraudulent activity is suspected.

3.2 CASH BETS

3.2.1 Provision of betting information

A customer who makes a cash declared events bet shall give the declared events bet details in such form as TAB may determine from time to time.

3.2.2 Provision of betting tickets

The seller who accepts a cash declared events bet at a cash sales outlet shall, while the customer is at the betting window, issue a declared events betting ticket to the customer who made the declared events bet.

3.2.3 Betting ticket details

The declared events betting ticket shall include details of:

- (a) the amount of the declared events bet;
- (b) the selected competitor and the declared events betting event to which the declared events bet relates; and
- (c) the eligible payout due upon redemption of the declared events betting ticket should the selected competitor be declared a winner by TAB.

3.2.4 Betting tickets as a customer receipt

The declared events betting ticket represents acknowledgment by TAB of receipt of the declared events bet in relation to which the declared events betting ticket is issued.

3.2.5 Cancellation of bets when no money tendered

The declared events betting ticket may be cancelled if the amount of the declared events bet is not paid for immediately after the declared events betting ticket is issued.

3.2.6 Betting ticket details as official record

The details of the amount of a declared events bet, the selected competitor, and the declared events betting event to which the declared events bet relates recorded on a declared events betting ticket issued by TAB are taken to be the details of the declared events bet for which the declared events betting ticket is issued, even if those details differ in any respect from the details given by the customer making the declared events bet.

3.2.7 Cancellation of bets by customers

A customer who is issued with a declared events betting ticket that the customer claims is incorrect because it does not correctly reflect the details given by the customer when the declared events bet was made, is entitled to have that declared events bet cancelled but only if the seller who issued the declared events betting ticket is satisfied

that it is incorrect on the grounds so claimed. Having satisfied the seller in these terms, the customer is entitled to:

- (a) have the declared events betting ticket re-issued at the TAB cash sales outlet of issue in accordance with the details so given, or
- (b) have the declared events betting ticket cancelled and the amount of the declared events bet refunded by the TAB cash sales outlet of issue.

3.2.8 TAB cancellation periods

Any entitlement under clause 3.2.7 may only be exercised within the period of time applicable, prior to the close of betting on the relevant declared events betting event, determined by TAB from time to time.

3.3 TELEPHONE BETS

3.3.1 Acceptance of telephone declared events bets

Telephone declared events bets shall only be accepted at an outlet approved by TAB for such purpose. Telephone declared events bets shall only be made to a telephone number approved by TAB for the purposes of receiving declared events bets.

3.3.2 Method of making telephone declared events bets

The customer making the declared events bet shall clearly state:

- (a) the betting account number against which the declared events bet is to be charged and if required, the code allocated to that account; and
- (b) the details of the declared events bet in such form as TAB may determine from time to time in respect of the bet.

The manager of an outlet may:

- (c) direct that a telephone declared events bet not be accepted, or
- (d) if the customer making the declared events bet speaks in an insulting, indecent or threatening manner, conveys any false or misleading information, or wilfully takes advantage of any TAB errors, direct that a customer's betting account be closed and any money standing to the credit of the account be refunded to the customer.

3.3.3 Records of telephone declared events bets

An officer at an outlet who proposes to accept a telephone declared events bet shall:

- (a) make a record, in such manner as TAB may require, of such details as are necessary to identify the customer making the declared events bet and to describe the particular declared events bet made; and

- (b) repeat the details of the declared events bet to the customer, unless the customer indicates that he or she does not wish to have them repeated.

If, before the close of betting and while the customer is still on the telephone, the customer objects that the details are not as specified by the customer, the seller accepting the declared events bet shall:

- (i) correct the record in accordance with the objection, or
- (ii) if it is not practicable for (i) to be done before the close of betting, reject and cancel the declared events bet.

A telephone declared events bet is taken not to have been accepted at an outlet unless a record of the declared events bet has been made in accordance with this clause.

The details of a telephone declared events bet recorded in accordance with this clause are taken to be the details of the declared events bet, even if those details differ in any respect from the details given by the customer making the declared events bet.

A record of each telephone declared events bet made to an outlet shall be sent to TAB.

In addition to the other requirements of this clause, the manager of an outlet shall ensure that all telephone declared events bets are tape recorded and the tape recording sent to TAB.

TAB must retain the tape recording for a period of at least 28 days from the date of the declared events betting event or contingency to which the declared events bet relates or, if a claim with respect to the declared events bet is made during that period, until the claim is finally determined.

3.4 BETTING ACCOUNTS

3.4.1 Establishment of betting accounts

A customer may apply to TAB for the establishment of an account for betting purposes ("a betting account").

The application:

- (a) shall be in writing, in a form approved by TAB;
- (b) shall specify such particulars, and be completed in such manner, as TAB may require; and
- (c) shall be accompanied by a deposit, or by a guarantee from a bank, building society or credit union acceptable to TAB, to be credited to the account.

A deposit to a betting account made by way of cheque shall not be credited to the account until TAB is satisfied that the cheque has been cleared.

A person who receives a deposit for payment into a betting account must cause a receipt for the deposit to be issued to the customer by whom the deposit is made.

3.4.2 Instructions to TAB in relation to betting accounts

A customer who has established a betting account with TAB may give instructions to TAB, in such manner as TAB may approve, relating to the application or disposal of any amount standing to the credit of the account.

TAB must comply with any reasonable instruction given to it by a customer under this clause, but in giving such instruction the customer agrees to waive any liability of TAB for the payment of said amount to the customer.

3.4.3 Betting account statements

On receipt of a request from an account holder, and at such other times as TAB determines, TAB shall send to the account holder a statement relating to a betting account established by that person with TAB.

A statement relating to a betting account is to be in such form, and is to specify such particulars, as TAB considers appropriate.

3.4.4 Payment of betting account guarantees

Within 14 days after TAB sends a statement relating to a betting account to the customer who has lodged a guarantee from a bank, building society or credit union with TAB in respect of the account, the customer must pay to TAB any money due to TAB by the customer from the operation of the account.

TAB may take such action in terms of the guarantee from a bank, building society or credit union as is necessary to recover any monies that remain unpaid after the expiration of the 14 day period.

3.4.5 Non-operation of betting accounts

TAB may close any betting account that is not operated for a period of 3 months and, in that event, shall transfer any amount standing to the credit of the account to a dormant account operated by TAB. In such cases TAB shall notify the holder of the account at the last address known to TAB that the account has been closed.

TAB may re-open 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.

3.4.6 Overdrawn accounts

Where an amount has been incorrectly credited to an account or an incorrect amount has been credited to such an 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 as a debt the amount of the deficiency in the account.

3.5 BETTING VOUCHERS

3.5.1 Issuance of betting vouchers

TAB may issue betting vouchers.

A betting voucher:

- (a) is to be in such a form as TAB determines.
- (b) is valid for such periods as is specified on the betting voucher.
- (c) is to be regarded as cash equal to the value of the amount represented by the voucher.

- (d) may be accepted at any TAB cash sales outlet:
 - (i) for the making of declared events bets, or
 - (ii) for the making of other bets with TAB, or
 - (iii) for the making of deposits to a betting account maintained with TAB.

3.6 INTERNET BETTING

3.6.1 Customer to confirm declared events bet details

TAB may accept a declared events bet over the Internet provided the customer complies with the following:

- (a) A customer shall satisfy himself or herself that all details recorded on the Internet betting confirmation screen, including but not limited to the details in the declared events bet request, are correct.
- (b) A customer shall confirm the declared events bet request contained in the Internet betting confirmation screen by selecting the appropriate button on that screen.

3.6.2 Confirmation of declared events bet

- (a) Upon confirmation of the declared events bet by the customer in accordance with clause 3.6.1(b), the customer may not cancel, amend or replace the declared events bet.
- (b) The declared events bet contained in the request shall be accepted and confirmed by TAB upon allocation by TAB of a ticket serial number to the declared events bet.
- (c) TAB will take all reasonable endeavours to notify the customer of confirmation of the declared events bet by issuing to the customer an Internet betting receipt.
- (d) If the customer does not receive an Internet betting receipt in respect of a declared events bet, the customer may request a receipt by telephone or in writing and TAB shall provide, confirmation of the declared events bet.
- (e) If the customer receives an Internet betting receipt that does not match the declared events bet confirmed by the customer, the customer may make a claim in relation to the declared events bet, provided such claim is rendered to TAB within fourteen (14) days of the date of placing of the declared events bet by the customer.

3.6.3 Customer to keep identity verification information confidential

The customer is responsible for ensuring that the customer's password, PIN and other pieces of personal information TAB may use to verify the customers identity remain confidential.

3.6.4 Customer responsible for transactions relating to their accounts

The customer is responsible for transactions relating to his or her account. TAB accepts no responsibility for disputed transactions made by the customer on his or her account.

3.6.5 Records of declared events bets

The records of TAB shall be conclusive evidence of and deemed to be true and a correct record of all declared events bets made via the Internet. Computer printouts and other records provided by the customer shall not be accepted as evidence of declared events bets placed.

3.6.6 Internet betting access may be denied without notice

TAB may cease to provide access to a customer to its website to place bets via the Internet at anytime. This may be done without notice to the customer.

3.6.7 Customer to notify TAB of changes to personal information

The customer warrants that all information provided by him or her on the TAB's website shall be true and correct and that he or she will immediately notify TAB of any change to the information previously supplied.

3.6.8 Customer information supplied via the website may be used by TAB

The customer agrees to the use by TAB of the information provided by the customer on the website for any purpose relating to the opening of an account, the activation of Internet access, the placement of declared events bets by the customer, for marketing purposes or as required by law.

3.6.9 Website information may change without notice

TAB may change the information or the format of the information on its website at any time without notice to the customer.

4 DECLARED EVENTS BETTING EVENTS

4.1 Determination of events covered

TAB may, in its sole and absolute discretion, determine the declared events betting events upon which TAB conducts declared events betting and the forms of declared events bets which TAB offers on a declared events betting event on which TAB conducts declared events betting.

4.2 Approved forms of betting

TAB shall only accept declared events bets on approved declared events betting and fixed price racing events.

4.3 All-up and multiple declared events bets

All-up bets or bets involving two or more contingencies may be made across different declared events and approved declared events betting and fixed price racing events.

4.4 No Requirement to Quote on all Potential outcomes or Contingencies

4.4.1 TAB may, in its sole and absolute discretion, determine the outcomes or contingencies within a declared events betting event or a form of declared events betting on a declared events betting event on which TAB will accept declared events bets or quote prices (including, without limitation, whether an Outcomes Not Quoted selection is offered).

4.4.2 TAB is not required to accept declared events bets or quote prices on all potential outcomes or contingencies within a declared events betting event or a form of betting on a declared events betting event.

4.4.3 TAB may, in its sole and absolute discretion, elect to accept declared events bets or quote prices on only some of the potential outcomes or contingencies within a declared events betting event or a form of betting on a declared events betting event. All declared events bets stand regardless of whether or not, at the time the relevant declared events bet was made or at any prior or subsequent time, TAB accepted, or was prepared to accept, bets or quoted prices on the outcome or contingency which ultimately occurred.

4.4.4 If TAB elects not to list (either specifically or by inclusion within an Outcomes Not Quoted selection) all potential outcomes or contingencies within a form of betting on a declared events betting event, TAB must clearly and specifically state on betting lists and price display screens that outcomes or contingencies not listed may be successful.

4.4.5 TAB may, in its absolute and sole discretion, at any time prior to the close of betting and without notification or reason:

- (a) elect not to accept declared events bets or cease to quote, or suspend quotation of, prices on a particular outcome or contingency in a declared events betting event or a form of betting on a declared events betting event;
- (b) commence or resume accepting declared events bets or quoting prices on a particular outcome or contingency in a declared events betting event or a form of betting on a declared events betting event; and

- (c) accept a declared events bet on a particular outcome or betting on a declared events betting event notwithstanding that TAB was not at the relevant time quoting prices on that outcome or contingency.

5. Multi Bets

5.1 Events to which multi bets relate

- 5.1.1 A multi bet may be made in respect of an approved declared event or fixed price racing event or, other than for same event multi bets, any combination thereof.
- 5.1.2 At the time of placing a standard multi bet, the investor will determine the formula number(s) that is to be applied to that bet, which may not be greater than the total number of events in the bet.
- 5.1.3 The maximum number of selections, declared events and/or fixed price racing events in respect of which any multi bet may be made is to be determined by TAB.
- 5.1.4 TAB may limit the events in respect of which any multi bet may be made in any manner as it may determine.
- 5.1.5 TAB may, at its sole and absolute discretion, determine that a multi bet which contains two or more selections which relate to the same contingency is void and should be refunded.
- 5.1.6 If a selected contingency from a same event multi bet is refunded in accordance with these Rules, the same event multi bet will be deemed void and is to be refunded.
- 5.1.7 Where:
 - (a) a same event multi bet is combined with one or more bets to form a standard multi bet; and
 - (b) a selected contingency of the same event multi bet is deemed void; and
 - (c) the standard multi bet would otherwise result in a payout,
the amount of the payout will be obtained as the product of the cumulative price applicable (at the time the standard multi bet was made) to the bets, excluding any contingencies relating to the same event multi bet that was deemed void, decided in the customer's favour and the original stake.

5.2 Payout on multi bets

Any payout earned as a result of a multi bet will not be paid until the result of all bet combinations have been determined.

6 DETERMINATION OF RESULTS

6.1 GENERAL

6.1.1 All-in basis

All declared events bets are made on an All-in basis except where:

- (a) clause 6.2.3.7 expressly provides otherwise;
- (b) some other basis is expressly and specifically agreed between a duly authorised TAB Sports Betting Officer and the customer at the time of making the relevant declared events bet; or
- (c) an additional proviso applied by TAB to the relevant declared events bet in accordance with clause 1.6 expressly and specifically provides that the declared events bet is not made on an All-in basis.

6.1.2 Determination of result

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, the final result shall take into account any extra time periods or match replay or any other contingency necessary to determine the winner. This clause is subject to clause 6.1.7 herein.

6.1.3 Line betting (Points start)

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, where betting on the outcome of a declared events betting event involves a line betting (eg points start on a particular match) such line betting shall be set to half a point.

For the purposes of this clause, in the case of declared events bets involving line betting, the outcome of each declared events betting event shall be determined including any extra time, replay or other contingency necessary to determine the official result, unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet. This clause is subject to clause 6.1.6 and any declared events specific clauses in part 6.2 herein, where applicable.

6.1.4 Right of TAB to cease betting

TAB may, at its sole and absolute discretion, cease or suspend betting on any declared events betting event without reason or notification. All declared events bets accepted prior to the cessation or suspension of betting will be treated in accordance with these rules.

6.1.5 Amount of payout

The payout on any declared events bet shall be as agreed between TAB and the customer at the time of making the declared events bet. The payout specified on the declared events betting ticket will be deemed to be the payout agreed between TAB and the customer, except in the case of a misprint resulting from computer or other technical error, or where there is evidence of fraud, or of forgery or alteration of the declared events betting ticket.

6.1.6 Postponement of a declared events betting event

Where a declared events betting event is postponed or is listed for replay and is not officially scheduled to be replayed or conducted within three (3) calendar days of the original scheduled completion date, the declared events betting event shall be treated as abandoned and all declared events bets shall be refunded. This clause is subject to any declared events specific clauses in part 6.2 herein, where applicable.

6.1.7 Prices offered for tie, etc

Where a declared events betting event results in a tie, draw or dead heat and prices are offered within the relevant declared events betting market by TAB on that declared events betting event for a tie, draw or dead heat, the outcome shall be determined excluding any extra time, replay or other contingency necessary to determine an official result and any declared events bet for a result other than a tie, draw or dead heat will be deemed to have lost.

6.1.8 Prices not offered for tie, etc

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, if the result of a declared events betting event is declared with joint winners or placegetters and a tie, draw or dead heat is not a form of betting offered by TAB on that declared events betting event, the revised payout shall be calculated by the following method:

- (i) divide the face value of the declared events betting ticket (the original payout) by the number of competitors involved in the tie, draw or dead heat, then
- (ii) multiply the figure obtained in 6.1.8 (i) by the number of official placings to be filled by the competitors figuring in the tie, draw or dead heat.

6.1.9 Multiple bets and tie, etc

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet and subject to clauses 6.1.7 and 6.1.8, in declared events bets involving more than one contingency or declared events betting event:

- (a) if the selection in any of the contingencies or declared events betting events loses, or is deemed to have lost, the whole of the declared events bet is lost;
- (b) if one or more of the contingencies or declared events betting events results in a tie, draw or dead heat, the revised return for each leg shall be calculated by applying the method set out in clause 6.1.8 herein and the revised payout shall be the amount obtained as the product of the cumulative price applicable and the original stake;
- (c) where the declared events bet covers two or more declared events betting events and one or more declared events betting events is decided in the customer's favour but any remaining declared events betting event is subsequently postponed and not officially scheduled to be replayed or conducted within three (3) calendar days of the original scheduled date, or any remaining declared events betting event is abandoned, the revised payout shall be the amount obtained as the product of the cumulative price applicable (at the time the declared events bet was made) to the declared events betting events decided in the customer's favour and the original stake.

6.1.10 Cancellation of declared events betting event prior to commencement

Subject to clause 6.1.9(c), if any declared events betting event is cancelled prior to its commencement, or abandoned, TAB shall refund all declared events bets made on that declared events betting event.

6.1.11 Reliance on official or podium positions

Unless agreed otherwise by a duly authorised TAB Sports Betting Officer and the customer at the time of making the declared events bet, wagers on declared events betting events will be settled on the official or podium positions as per the adjudication of the relevant, recognised governing body. Subsequent disqualification, promotion of competitors, or any other change is irrelevant for the purposes of determining the result of a declared events bet.

6.1.12 Declared events bets placed after completion of relevant declared events betting event

Any declared events bet placed after the completion of the declared events betting event to which it relates is deemed void and is to be refunded to the customer. If this circumstance arises in the context of one or more legs of a multiple declared events bet, only the affected leg(s) of the declared events bet is deemed void.

6.1.13 Change of venue of declared events betting event

Unless agreed otherwise by TAB and the customer at the time of making the declared events bet, in the event of a change to venue of a declared events betting event involving named competitors, all declared events bets relating to that event are deemed void and are to be refunded except as provided by clause 6.2.8.2. If this circumstance arises in the context of one or more legs of a multiple declared events bet, only the affected leg(s) of the declared events bet is deemed void.

6.1.14 Payouts for “outcomes not quoted”

For payouts, the “outcomes not quoted” selection is considered to be a single competitor, and accordingly can only be paid the equivalent of one payout, irrespective of the number of “outcomes not quoted” that would have achieved a payout if they were players that had prices quoted.

6.2 DECLARED EVENTS SPECIFIC RULES

Unless agreed otherwise by the TAB and customer at the time of making the declared events bet, the clauses below apply to all declared events bets on the relevant declared events. In determining the result of a declared events bet, if any inconsistency arises between a clause in part 6.2 relating to the declared event on which the declared events bet was placed and a clause elsewhere in the rules, the declared events specific clause in part 6.2 prevails to the extent of any inconsistency.

6.2.1 Boxing

- 6.2.1.1 Where a contest is postponed (to the calendar day following or later) or a contestant is replaced by a substitute, such contest is deemed to be abandoned and all bets are to be refunded.
- 6.2.1.2 Where, for any reason, the scheduled number of rounds in a contest is altered, all declared events bets on that contest are deemed void and are to be refunded.
- 6.2.1.3 Where, for any reason, a points decision is awarded before the full number of rounds is completed, bets will be settled on the round in which the fight was stopped.
- 6.2.1.4 If a boxer fails to ‘answer the bell’ signalling the commencement of the next round, the contest is deemed to have ended in the previous round.

6.2.2 Cricket

6.2.2.1 In the case of all types of cricket matches,

- (a) Unless at least one ball is bowled, all declared events bets on the match are deemed void and are to be refunded.
- (b) A player who officially retires for any reason other than injury is deemed to be out.
- (c) In the case of 'next batsman out' betting, bets on a member of a batting partnership which remains intact at the end of an innings are deemed void and are to be refunded.
- (d) In the case of 'next batsman out betting', a batsman who officially retires injured during the course of an innings is not considered out for declared events betting purposes. In such instances, declared events bets relating to the relevant batsman or pairing are deemed void and are to be refunded.
- (e) In the case of "head-to-head" betting on the number of runs scored, unless both the relevant batsmen are at the wicket when at least one ball is bowled (but not necessarily at the same time) the relevant declared events bets are deemed void and are to be refunded.
- (f) A "Mankad" dismissal of a batsman is of similar effect to a dismissal by other means.
- (g) This clause is subject to any specific rulings by the relevant recognised governing body. In the case of betting on player, team or other type of performance over a series of matches (eg most wickets, most catches, most runs or number of catches) any runs, wickets or catches accumulated in matches that were abandoned shall count toward the relevant tallies at the end of the series.

6.2.2.2 A one-day cricket match means a cricket match so classified by TAB Limited.

6.2.2.3 In the case of one-day and Twenty 20 cricket matches only,

- (a) If a match is shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the result is that determined by the relevant recognised governing body under the relevant competition rules.

- i. in the case of one-day cricket a minimum of 20 overs must be completed otherwise all bets not determined at the time the match is concluded are deemed void and are to be refunded
 - ii. In the case of Twenty 20 matches a minimum of 5 overs must be completed otherwise all bets not determined at the time the match is concluded are deemed void and are to be refunded.
- (b) In the case of betting on the highest scoring batsman (across both teams)
 - The successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for either team have faced a ball.
 - In the case of either or both innings being shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the batsman from either team scoring the most runs across the revised number of overs provided an official result is declared.
 - Where the match is abandoned and/or no official result is declared, all bets are deemed void and are to be refunded.
- (c) In the case of highest scoring batsman in one team's innings:
 - The successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for that team have faced a ball.
 - In the case of an innings shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the batsman scoring the most runs across the revised number of overs provided an official result is declared.
 - If an official result is not declared bets are deemed void and will be refunded.
- (d) In the case of betting on the highest wicket taking bowler for one team in an innings:
 - The successful outcome will be the bowler taking the most wickets, regardless of whether or not all the opposing team's wickets have fallen.
 - Unless at least one wicket is taken by a bowler during the relevant innings all bets are deemed void and are to be refunded.

- In the case of an innings shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the bowler taking the most wickets across the revised number of overs provided an official result is declared.
 - If an official result is not declared bets are deemed void and will be refunded.
- (e) In the case of betting on the highest wicket taking bowler across both teams in a one day match:
- The successful outcome will be the bowler taking the most wickets, regardless of whether or not all wickets for either or both teams have fallen.
 - Unless at least one wicket is taken by a bowler during the match all bets are deemed void and are to be refunded.
 - In the case of either or both innings being shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the bowler from either team taking the most wickets across the revised number of overs provided an official result is declared.
 - If an official result is not declared bets are deemed void and will be refunded.
- (f) If play is postponed to a reserve day, any bets not decided – including (but not limited to) bets on the outcome of the match and bets relating to any incomplete innings – are to be carried forward to the reserve day and determined in accordance with these rules.
- (g) In the case of betting on the total number of runs scored by a team in an innings:
- The successful outcome will be the number of runs scored in that innings regardless of whether or not the innings is shortened by the relevant recognised governing body (due to weather, poor light or any other reason).
 - Where the innings is shortened by the relevant recognised governing body (due to weather, poor light or any other reason) to the extent that the match is abandoned with no official result declared, all bets are deemed void and are to be refunded.

6.2.2.4 In the case of cricket matches, other than one-day matches,

- (a) In the case of betting on the highest scoring batsman for one team in an innings match or series.
 - the successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for that team have faced a ball
 - unless at least one run is scored 'off the bat' by a batsman for that team during the relevant innings, match or series all bets are deemed void and are to be refunded.
- (b) In the case of betting on the highest scoring batsman across both teams in an innings, match or series.
 - the successful outcome will be the batsman scoring the most runs, irrespective of whether or not all batsmen for both teams have faced a ball
 - unless at least one run is scored 'off the bat' by a batsman for either team during the relevant innings, match or series all bets are deemed void and are to be refunded.
- (c) In the case of betting on the highest wicket-taking bowler for one team in an innings, match or series:
 - the successful outcome will be the bowler taking the most wickets, regardless of whether or not all the opposing team's wickets have fallen
 - unless at least one wicket is taken by a bowler during the relevant innings, match or series all bets are deemed void and are to be refunded.
- (d) In the case of betting on the highest wicket-taking bowler across both teams in an innings, match or series:
 - The successful outcome will be the bowler taking the most wickets, regardless of whether or not all wickets have fallen
 - unless at least one wicket is taken by any bowler during the relevant innings, match or series all bets are deemed void and are to be refunded.
- (e) In the case of betting on the total number of runs scored in an innings:
 - the successful outcome will be the number of runs scored in that innings regardless of whether or not the innings is completed

- unless at least one ball is bowled in the innings all bets are deemed void and are to be refunded.
- (f) In the case of test (and non-limited overs) cricket, if the match is declared a “tie”, all bets to win on either team will be paid at half face-value, while bets on the draw will be losers.

6.2.3 Golf

6.2.3.1 (a) Where a tournament which is scheduled for (72) holes is abandoned for any reason, if less than thirty six (36) holes have been completed, all bets on the outcome of the tournament are void and are to be refunded. If thirty six (36) or more holes have been completed and an official result is declared by the relevant recognised governing body, all bets stand and are to be determined in accordance with that official result. This clause is subject to clause 6.2.3.6.

(b) Where a tournament which is scheduled for (90) holes is abandoned for any reason, if less than fifty four (54) holes have been completed, all bets on the outcome of the tournament are void and are to be refunded. If fifty four (54) or more holes have been completed and an official result is declared by the relevant recognised governing body, all bets stand and are to be determined in accordance with that official result. This clause is subject to clause 6.2.3.6.

6.2.3.2 Where a tournament which is scheduled for fewer than seventy two (72) holes is abandoned, bets on the outcome of the tournament are to be determined in accordance with the official result declared by the relevant recognised governing body.

6.2.3.3 Any play-off holes will be taken into account in determining the winner of a tournament. However, in the case of place bets, clauses 6.1.8 and 6.1.9 herein will apply where there is a tie after completion of the set number of holes (subject to clauses 6.2.3.1 and 6.2.3.2 herein).

6.2.3.4 In the case of ‘group’ betting:

- (a) where all players in a group fail to complete the scheduled number of holes

in an event, the winner of that group shall be the player who completes the most number of holes;

- (b) where some of the players in a group fail to complete the scheduled number of holes in an event, the winner of that group shall be the player(s) who completes the most number of holes with the lowest score;
- (c) where all players in a group complete the same number of holes, the winner will be the player in that group with the lowest score (subject to clauses 6.2.3.1 and 6.2.3.2 herein);
- (d) where a tied result occurs in relation to any part of this clause, the provisions of clauses 6.1.8 and 6.1.9 herein are to be applied.

6.2.3.5 This clause applies where a tournament is suspended on the direction of the relevant recognised governing body and no official result is declared under circumstances where the balance of the tournament is intended to be rescheduled. In such cases, all bets not yet determined upon suspension of play are to be held in trust by TAB until a result is declared by the relevant governing body. In these circumstances, if a result is not declared within one month of the original commencement date, all bets not yet determined are deemed void and are to be refunded.

6.2.3.6 In the event that a tournament is abandoned prior to completion of the scheduled number of holes any bets placed after the point in the tournament where no further play occurred are deemed void and are to be refunded.

6.2.3.7 In the case of 2 or 3 ball (player) group betting over 18 holes, the winner will be the player with the lowest score after completion of the relevant 18 holes. Unless all players in the group complete the relevant 18 holes, bets are deemed void and are to be refunded.

6.2.4 Motor Racing

6.2.4.1 In the case of individual races, in accordance with clause 6.1.11 herein, results will be determined based on the initial declaration of the official result of the race by the relevant recognised governing body. The result will not be affected by any subsequent protests, processes or amendments to placing.

- 6.2.4.2 In the case of championships, in accordance with clause 6.1.11 herein, results will be determined based on the official points standing upon the initial declaration of the official result by the relevant recognised governing body of the final event for championship purposes. The championship result will not be affected by any subsequent protests, processes or amendments to placing.
- 6.2.4.3 In the case of individual races where the drivers for individual cars are not known 48 hours prior to the scheduled commencement time of the race, betting will be conducted on the winning car rather than the winning driver.
- 6.2.4.4 In the case of “head-to-head” betting between two cars or two drivers, if either of the relevant cars or drivers fail to finish, the successful outcome will be determined in accordance with which car or driver completes the most laps. In the event that both cars or drivers are credited with completing the same number of laps dead heat rules apply.
- 6.2.4.5 Where the event details specify in the case of endurance car racing betting will be conducted on the winning car and not the winning driver.

6.2.5 Rugby League

- 6.2.5.1 In the case of declared events bets on the first or next try scorer:
- (a) except in cases where TAB offers prices for a penalty try within the relevant market, in the event that the first or next try is a penalty try, relevant declared events bets will be determined on the basis of the try following; and
 - (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.
- 6.2.5.2 In the case of declared events bets on the next scoring play:
- (a) except in cases where the TAB offers prices for a penalty try within the relevant market, in the event that the next scoring play is a penalty try the relevant declared events bet will be determined on the basis of the next scoring play; and

- (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.

6.2.6 Rugby Union

6.2.6.1 In the case of declared events bets on the first or next try scorer:

- (a) except in cases where TAB offers prices for a penalty try within the relevant market, in the event that the first or next try is a penalty try, relevant declared events bets will be determined on the basis of the try following; and
- (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.

6.2.6.2 In the case of declared events bets on the next scoring play:

- (a) except in cases where the TAB offers prices for a penalty try within the relevant market, in the event that the next scoring play is a penalty try the relevant declared events bet will be determined on the basis of the next scoring play; and
- (b) relevant declared events bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.

6.2.7 Soccer

6.2.7.1 If a soccer match is officially called off prior to its scheduled completion and an official match result is not declared by the relevant recognised governing body, bets not determined at the time the match is concluded are deemed void and are to be refunded. This does not apply to declared events bets already determined at the conclusion of the match, eg first goal scorer.

6.2.7.2 If a soccer match is officially called off prior to its scheduled conclusion and an official match result is declared by the relevant recognised governing body, relevant declared events bets will be determined on that result. However, in these circumstances, declared events bets which are dependent upon the number of goals scored (including line bets) and are yet

to be determined are deemed void and are to be refunded.

6.2.7.3 Unless agreed otherwise by TAB and the customer at the time of placing the declared events bet, the outcome of soccer matches is determined at the end of 'normal time' (in most circumstances 90 minutes plus injury time).

6.2.7.4 Except in cases where TAB offers prices for an own goal within the relevant market, if the first or next goal scorer is awarded an 'own goal', relevant declared events bets will be determined on the basis of the goal following.

6.2.8 Tennis

6.2.8.1 A tennis match is deemed to have commenced with the first serve. If, for any reason, a competitor or a doubles team withdraws, is disqualified or fails to complete a match after it has commenced, all declared events bets not already determined when the match is terminated are deemed void and are to be refunded. Affected multiple bets will be recalculated on the same basis as applying to the calculation of payouts in the case of postponed or abandoned declared events betting events under Rule 6.1.9 (c).

6.2.8.2 Where, for any reason, the venue for a tennis match is changed but does not involve a change in the type of playing surface then Rule 6.1.13 does not apply.

6.2.8.3 Rule 6.2.8.2 applies equally to betting on matches and tournament betting.

6.2.8.4 If a scheduled match within a tournament is played prior to the completion of the tournament all bets stand and rule 6.1.6 does not apply.

6.2.9 Yachting

6.2.9.1 Where betting is conducted on 'line honours' or 'quinella', in accordance with clause 6.1.11, results will be determined based on the placings of the yachts as they cross the finish line. The result will not be affected by any subsequent protests, processes or amendments to placings.

6.2.10 Jockey Challenge

6.2.10.1 "Jockey Challenge" is betting on a jockey achieving the highest aggregate points scored

in accordance with these rules for achieving a place in races conducted at a particular race meeting or over a racing carnival. A racing carnival shall include a series of race meetings as approved by Racing NSW.

6.2.10.2 Prior to commencement of betting, TAB will prepare a list of jockeys and opening prices. The list will include an “any other” price option to cover any jockey who is not included in the original list. At all times the “any other” option shall be treated as one entity.

6.2.10.3 In the event of a race meeting being abandoned or postponed all bets are void and moneys are to be refunded except as provided by 6.2.10.4 and 6.2.10.5.

6.2.10.4 In the event of a race meeting not being completed as originally programmed all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a jockey has an unassailable lead, in which case all bets stand.

6.2.10.5 In the case of Jockey Challenge betting on a racing carnival should any of the programmed carnival race meetings not be completed in their entirety, all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a jockey has an unassailable lead, in which case all bets stand.

6.2.10.6 No points shall be allocated in relation to a race scheduled to be conducted at a race meeting if that race is postponed to another race meeting, abandoned or declared a no race by the Stewards on the day of the race meeting.

6.2.10.7 The winner will be the jockey who has the most points accumulated at the end of the competition. Points will be accrued per race and calculated as follows:

- 3 points for a winning ride
- 2 points for a second placed ride
- 1 point for a third placed ride

Points will only be allocated to the jockey(s) who actually ride the winning or placed horse(s) in a race. Points will not be allocated to any rider who may have been engaged to ride a horse but was subsequently replaced by permission or direction of

the Stewards.

There will be no refunds of bets should a jockey be replaced by another rider.

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

Dead Heat for a Win	Dead Heat for Second	Dead Heat for Third
Points	Points	Points
1 st - 2.5, 2.5	1 st - 3	1 st - 3
2 nd - 0	2 nd - 1.5, 1.5	2 nd - 2
3 rd - 1	3 rd - 0	3 rd - 0.5, 0.5

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

Triple Dead Heat for Win	Triple Dead Heat for Second	Triple Dead Heat for Third
Points	Points	Points
1 st - 2, 2, 2,	1 st - 3	1 st - 3
2 nd - 0	2 nd - 1, 1, 1	2 nd - 2
3 rd - 0	3 rd - 0	3 rd - 0.3, 0.3, 0.3

6.2.10.9 In the event of two or more jockeys being tied on the same number of points at the completion of the competition all successful bets will be paid according to TAB Limited Declared Events Betting Rule 6.1.8.

6.2.10.10 Allocated points will not be subject to change in the case of any future disqualification. Any disputation regarding the declared winner will be adjudicated by Racing NSW stewards whose decision shall be final.

6.2.10.11 Payment will be declared at the end of each race meeting or carnival, unless otherwise directed by the Stewards.

6.2.10.12 Any matter in respect to a Jockey Challenge at a race meeting or a racing carnival not provided for in these Rules shall be determined by the Chairman of Racing NSW stewards.

6.2.11 Baseball

6.2.11.1 Where a nominated starting pitcher does not start a game, all declared events bets on that game are deemed void and are to be refunded unless agreed otherwise by TAB

and the customer at the time of placing the declared events bet.

- 6.2.11.2 Where a baseball match is postponed to another day rule 6.1.6 does not apply and all bets on the match are deemed void and are to be refunded.

6.2.12 Badminton

A Badminton match is deemed to have commenced with the first serve. If, for any reason, a competitor or a doubles team withdraws, is disqualified or fails to complete a match after it has commenced, all bets not already determined when the match is concluded are deemed void and are to be refunded. Affected multiple bets will be recalculated on the same basis as applying to the calculation of payouts in the case of postponed or abandoned declared betting events under Rule 6.1.9 (c)

6.2.13 Squash

A Squash match is deemed to have commenced with the first serve. If, for any reason, a competitor or a doubles team withdraws, is disqualified or fails to complete a match after it has commenced, all bets not already determined when the match is concluded are deemed void and are to be refunded. Affected multiple bets will be recalculated on the same basis as applying to the calculation of payouts in the case of postponed or abandoned declared betting events under Rule 6.1.9 (c)

6.2.14 Surfing

If a scheduled event within a tournament is held prior to the completion of the tournament all bets stand and rule 6.1.6 does not apply.

6.2.15 Trainers Challenge

- 6.2.15.1 "Trainers Challenge" is betting on a trainer achieving the highest aggregate points scored in accordance with these rules for achieving a place in races conducted at a particular race meeting or over a racing carnival. A racing carnival shall include a series of race meetings as approved by Racing NSW.
- 6.2.15.2 Prior to commencement of betting, TAB will prepare a list of trainers and opening prices. The list will include an "any other" price option to cover any trainer who is not included in the original list. At all times the "any other" option shall be treated as one entity.

6.2.15.3 In the event of a race meeting being abandoned or postponed all bets are void and moneys are to be refunded except as provided by 6.2.15.4 and 6.2.15.5.

6.2.15.4 In the event of a race meeting not being completed as originally programmed all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a trainer has an unassailable lead, in which case all bets stand.

6.2.15.5 In the case of Trainers Challenge betting on a racing carnival should any of the programmed carnival race meetings not be completed in their entirety, all bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a trainer has an unassailable lead, in which case all bets stand.

6.2.15.6 No points shall be allocated in relation to a race scheduled to be conducted at a race meeting if that race is postponed to another race meeting, abandoned or declared a no race by the Stewards on the day of the race meeting.

6.2.15.7 The winner will be the trainer who has the most points accumulated at the end of the competition. Points will be accrued per race and calculated as follows:

- 3 points for training the winning runner
- 2 points for training the 2nd placed runner
- 1 point for a training the 3rd placed runner

Points will only be allocated to the trainer who is officially listed as the trainer of the horse.

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

Dead Heat for a Win	Dead Heat for Second	Dead Heat for Third
Points	Points	Points
1 st - 2.5, 2.5	1 st - 3	1 st - 3
2 nd - 0	2 nd - 1.5, 1.5	2 nd - 2
3 rd - 1	3 rd - 0	3 rd - 0.5, 0.5

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

Triple Dead Heat for Win	Triple Dead Heat for Second	Triple Dead Heat for Third
Points	Points	Points
1 st - 2, 2, 2,	1 st - 3	1 st - 3
2 nd - 0	2 nd - 1, 1, 1	2 nd - 2
3 rd - 0	3 rd - 0	3 rd - 0.3, 0.3, 0.3

6.2.15.9 In the event of two or more trainers being tied on the same number of points at the completion of the competition all successful bets will be paid according to TAB Limited Declared Events Betting Rule 6.1.8.

6.2.15.10 Allocated points will not be subject to change in the case of any future disqualification. Any disputation regarding the declared winner will be adjudicated by Racing NSW stewards whose decision shall be final.

6.2.15.11 Payment will be declared at the end of each race meeting or carnival, unless otherwise directed by the Stewards.

6.2.15.12 Any matter in respect to a Trainers Challenge at a race meeting or a racing carnival not provided for in these Rules shall be determined by the Chairman of Racing NSW stewards.

6.2.16 Election/political events

6.2.16.1 Election and/or political events can include local, national and international elections, inclusive of national events such as plebiscites or referendums.

6.2.16.2 Election events cannot include NSW State or Council elections where betting on this kind of event is otherwise prohibited by NSW legislation.

6.2.16.3 Election/political declared betting event bets are subject to the following conditions, in that they must:

- (a) meet community expectations;
- (b) not be offensive, distasteful, unsavoury or cause affront to public interest or standards;
- (c) be overseen by an established electoral authority (e.g. the Australian Electoral Commission) or political body/party;

- (d) have a clear outcome (contain no ambiguity in regard to the result);
- (e) have an integrity framework as part of the voting mechanism;
- (f) be able to be settled within four (4) years of the date it opens;
- (g) list the outcome of the event within five (5) days of the conclusion of the event;
- (h) have betting restrictions on candidates, campaign managers, electoral officials and others connected to the event, betting on the event;
- (i) if there is any doubt in relation to whether a market may be in poor taste/likely to offend, not open that market;
- (j) close any market following written direction from the Department.

6.2.17 Novelty events

6.2.17.1 Novelty events are a class of events that do not fall within the scope currently declared betting events in NSW and fall within any of the following categories:

- (a) entertainment;
- (b) current affairs;
- (c) weather;
- (d) music;
- (e) Hollywood and celebrity;
- (f) pageant; and
- (g) sports novelties.

6.2.17.2 Sports novelties are sports related markets that are not sporting events as defined by the Act.

6.2.17.3 Novelty declared betting event bets are subject to the following conditions, in that they must:

- (a) meet community expectations;
- (b) not be offensive, distasteful, unsavoury or cause affront to public interest or standards;
- (c) have a real-time outcome;

- (d) have an outcome that is certain and one that can be independently verified;
- (e) on request of the Department, have a third party verify the result (at the cost of the operator). If the market is unable to be verified, all wagers must be refunded;
- (f) where appropriate, have an integrity framework as part of the voting/judging mechanism;
- (g) be able to be settled within four (4) years of the date it opens;
- (h) list the outcome of the event within five (5) days of the conclusion of the event;
- (i) prohibit all individuals involved in the event from betting on the event;
- (j) if there is any doubt in relation to whether a market may be in poor taste/likely to offend, not open that market;
- (k) close any market following written direction from the Department.

6.2.18 eSports

6.2.18.1 A contingency for any eSport game will/may be disallowed where betting on that contingency, due to the nature of the game being played, becomes micro-betting.

6.2.18.2 Micro-betting involves the placement of bets having the following characteristics and circumstances:

- (a) the placing, making receiving or the acceptance of bets on particular events occurs during a session of a match or game;
- (b) the betting opportunity is repetitive, of a high frequency and is part of a structured component of the match or game (for example, kill-by-kill betting in a game of Counter Strike or Call of Duty);
- (c) a bet is placed on one of a limited number of outcomes, although the number of possible outcomes may be more than two (for example, whether the next shot or pass in a game of NBA 2K or Rocket League will miss.); and

- (d) the time between placing a bet and knowing the outcome is very short (usually less than five minutes, excepting appeals, intervals and interruptions).

6.2.18.3 TAB may introduce or remove certain eSports from time to time. TAB will make sufficient information available to customers, including all relevant terms and conditions to enable customers to make an informed decision.

7 MISCELLANEOUS

7.1 Betting by minors

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

7.2 Disclaimer

TAB is not, except as otherwise expressly and specifically provided in these rules or required by law, liable to any person (including without limitation for any loss or damage suffered or claimed to have been suffered by a person) as a result of, or in any way arising out of or as a consequence of any of the following:

- a) Inability to place or cancel a declared events bet on any declared events betting event or form of betting on a declared events betting event.
- b) Inability to place or cancel a declared events bet on a particular outcome or contingency on any declared events betting event or form of betting on a declared events betting event.
- c) The loss of a declared events betting ticket.
- d) Any payment made to the bearer of a ticket where a customer alleges that such payment was made to the wrong person.
- e) Reliance upon any omission, inaccurate information or statement whether made by any TAB employee or agent, or by the electronic or print media, concerning any matter whatsoever relating to the customer or to TAB or to any event, competitor, withdrawal or other matter whatsoever.
- f) Any decision of the recognised governing body of the declared event or any referee or other official appointed to administer, supervise, referee or control a declared events betting event (including without limitation any decision to impose, or not to impose, penalties or sanctions and the nature and extent of any such sanctions).
- g) Any subsequent change to the result of a declared events betting event after a result has been declared by

the recognised governing body of that declared betting events in accordance with clause 6.1.11.

- h) Unauthorised use of the customer's betting account.
- i) In the case of a cash declared events bet at a cash outlet, failure by the customer to correct inaccurate or omitted declared events bet details recorded on a ticket immediately upon issue of the ticket.
- j) In the case of a telephone declared events bet, failure by a customer to correct inaccurate or omitted declared events bet details when such details are called back to the customer by TAB.
- k) In the case of an Internet declared events bet, where the customer has confirmed the declared events bet request in accordance with Rule 3.6.1 (b).
- l) In the case of an Internet declared events bet, use of, participation in or inability to obtain access to the website for the purpose of making a declared events bet.
- m) In the case of an Internet declared events bet, any loss or damage caused in the event that the computer of the customer becomes infected with a virus as a result of connecting to TAB's website or by any technology failure whatsoever.
- n) Access by the customer to websites of any person via links from TAB's website.
- o) Any prices quoted by any source other than authorised staff of TAB or any quoted prices which are no longer valid for betting purposes.
- p) The failure, exclusion or refusal of any competitor, team or member of a team to start or complete a declared events betting event.
- q) The refusal or inability of TAB, its agents or assigns to accept all or part of a declared events bet or to accept declared events bets on a particular outcome or contingency on any declared events betting event or form of betting on a declared events betting event.
- r) The exercise by TAB of any discretion conferred on TAB under these Rules or the manner in which that discretion is exercised either generally or in particular circumstances.

7.3

Cash Out

TAB may facilitate functionality whereby a customer may cash out their 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 all terms and conditions relevant to the cash out offer to enable customers to make an informed decision.

7.4

Multiplier

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

8 CLAIMS AND DISPUTES

8.1 Lost, destroyed, mutilated or stolen declared events betting ticket claims

8.1.1 Lodgement of claims

Claims for lost, destroyed, mutilated or stolen declared events betting tickets shall be lodged within 14 days of the completion of the declared events betting event upon which the declared events bet was made. Claims may be lodged at any TAB outlet and not necessarily the TAB outlet at which the declared events betting ticket was purchased.

8.1.2 Claim administration fees

TAB may charge an administration fee, as notified by TAB from time to time, on all claims for lost, destroyed, mutilated or stolen declared events betting tickets.

8.1.3 Need for statutory declarations

A statutory declaration in such form and containing such information as TAB may require shall accompany each claim.

8.1.4 Stolen ticket claims

A claim for a stolen declared events betting ticket prior to the declared events betting ticket becoming payout bearing will not be accepted without the claimant's prior report of the theft to the police.

8.1.5 Claims lodged prior to the completion of events

Unless the declared events betting ticket stake value exceeds \$100 (one hundred dollars), claims will not be accepted prior to the completion of the respective declared events betting event and the declared events betting ticket becoming eligible for payout.

8.1.6 Acknowledgement of claim being received

The claimant will be issued with written acknowledgement of their claim within 21 days of their claim being received by TAB's Head Office Account Management or Customer Relations Section.

8.1.7 Time frame for claims

Claims will not be accepted after 14 days from the completion of the declared events betting event, unless the claimant can provide a valid reason for the delay in lodging the claim.

8.1.8 Delays to payout pending the outcome of a claim

TAB may stop payment on the declared events betting ticket pending the outcome of its investigation.

8.1.8 Settlement of approved claims

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

- (a) Approved claims will be settled by way of a:
 - (i) voucher payable at any TAB 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 declared events betting ticket.

8.2 Telephone betting claims

8.2.1 Claims concerning records of telephone declared events bets

Within 14 days after making a telephone declared events bet or within such further time as TAB may allow, a customer may lodge a written claim with TAB to the effect:

- (a) that the details of the declared events bet given by the customer when making the declared events bet were incorrectly recorded; and
- (b) that the customer has suffered loss as a result of the error.

If after investigating the claim, TAB is satisfied:

- (a) that the claim is justified; and
- (b) that the claim was due to the negligence or wilful default of any TAB officer, employee or agent, TAB must make any appropriate alteration to the record and must refund such amount or pay such payout to the claimant as TAB considers to be just and reasonable.

Any election by the claimant not to have the details of a declared events bet repeated, as referred to in Clause 3.3.3 may be taken into account in TAB's investigation of the claim.

8.2.2 Claims concerning betting account statements

Within 14 days after TAB sends a customer a statement relating to a betting account or within such further time as TAB may

allow, the customer may lodge a written claim with TAB to the effect that the statement contains an error or omission.

If, after investigating a claim, TAB is satisfied that the claim is justified, TAB must make any appropriate alteration to its records and must forward a corrected statement to the claimant.

A customer is not entitled to make a claim under this clause if the basis of the claim is attributable to a claim referred to in Clause 8.2.1. of these Rules.

8.3 GENERAL

8.3.1 Information to accompany claims

A claim under this part need not be investigated unless the claimant gives to TAB such information, and such declared events betting tickets or other documents as are in the claimant's possession, as may be necessary to facilitate investigation of the claim.

8.3.2 Notification of claim outcome to claimant

After investigating the claim, TAB:

- (a) must notify the claimant of its decision; and
- (b) may pay such payout or refund to the claimant as TAB considers to be just and reasonable.

8.3.3 Review of decisions of claims

A customer who is dissatisfied with TAB's decision on a claim under this part may request TAB to review its decision.

TAB must deal with such a request in the same way as if it were a complaint, except that the person by whom the request is dealt with must not be:

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

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

8.4 ENFORCEABILITY

8.4.1 Enforceability of TAB decisions

The decision of TAB upon:

- (a) any question or dispute as to the amount of payout or refund calculated in respect of any declared events betting ticket or declared events bet, or
- (b) any question as to the validity of any declared events betting ticket as to any forgery or alteration thereof or tampering therewith,

subject to Part 8.5, shall be final and conclusive.

8.5 RESOLUTION OF DISPUTES

8.5.1 Declared Events Betting Disputes Panel

There shall be a Declared Events Betting Disputes Panel, the members of which are to be appointed by the Minister.

8.5.2 Matters referable to the Declared Events Betting Disputes Panel

In the event of:

- (a) any circumstance arising which is not provided for by the Rules or the act, or
- (b) a dispute between TAB and a customer as to the interpretation of these Rules,

which relates to the outcome of a declared events betting event, TAB or a customer may refer the matter to the Declared Events Betting Disputes Panel.

8.5.3 Prior attempt at resolution

Prior to referring any matter to the Declared Events Betting Disputes Panel, a customer shall endeavour to resolve the matter directly with TAB.

8.5.4 Time frame for references to the Declared Events Betting Disputes Panel

References to the Declared Events Betting Disputes Panel shall be within twenty-eight (28) days of the date of completion of the declared events betting event to which the disputed declared events bet relates.

8.5.5 Contact point for the Declared Events Betting Disputes Panel

References to the Declared Event Betting Disputes Panel shall be directed to the secretary of the panel, by contacting:

Declared Betting Events Betting Dispute Panel
Liquor & Gaming NSW
GPO Box 7060
Sydney NSW 2001

1300 024 720 (Monday to Friday 9.00am to 4.00pm)

Or via the online form which can be found at:

<https://industry.nsw.tfaforms.net/4634132>

DISTRICT COURT CRIMINAL PRACTICE NOTE 16

WORK HEALTH AND SAFETY ACT PROSECUTIONS

Name and commencement of Practice Note

- 1 This practice note is to be known as Practice Note 16 - Work Health and Safety Prosecutions (WHS prosecutions). It replaces Practice Note 16 -Work Health and Safety Act Prosecutions issued 5 November 2018.
- 2 This practice note commences on 28 June 2021 and applies to all WHS prosecutions before the Court at that date, except those already listed for trial or sentence hearing. The extent to which the practice note is applicable to existing matters is to be approached, by the parties and the Court, on a case by case basis.

Application of the Practice Note

- 3 This practice note applies to all criminal proceedings commenced in the Court pursuant to s 229B(1)(b) *Work Health and Safety Act 2011* (the WHSA) (WHS prosecutions).

Purposes of the Practice Note

- 4 The purpose of this practice note is to:
 - (a) reduce delays in summary WHS prosecutions before the Court by implementing the preliminary disclosure and case management provisions in Chapter 4, Part 5, Division 2A (Division 2A) of the *Criminal Procedure Act 1986* (CPA);
 - (b) set out the case management procedures and the process for the preparation for and conduct of trials and sentence hearings to ensure that criminal proceedings are dealt with in a just and timely way; and

- (c) to assist defendants to take advantage of the legal principles that provide for a discount on sentence for an early guilty plea.

Statutory context

- 5 Case management provisions and other provisions to reduce delays in summary WHS prosecutions are set out in Division 2A (ss 247A-247Y) CPA.
- 6 Part 53 of the District Court Rules (DCR) applies generally to WHS prosecutions.
- 7 Case management measures available to the Court include the ordering of preliminary hearings, preliminary conferences and further preliminary disclosure. The Court has a discretion to determine which (if any) of those measures are suitable in the criminal proceedings concerned.

Responsibility of the parties, legal practitioners and agents

- 8 It is the responsibility of each party, its legal representatives and agents to consider the directions appropriate to be made in the particular case to ensure that criminal proceedings are dealt with in a timely way and as efficiently as possible.
- 9 If a party reasonably considers that compliance with this practice note will not be possible, or will not be conducive to the efficient resolution of the proceedings, the party must:
 - (a) apply to the Court to be relieved from compliance with this practice note;
 - (b) propose an alternate regime that will provide for a more efficient resolution of the proceedings; and
 - (c) notify the other parties of the proposed alternate regime at least 3 working days before making the application referred to in (a) above, or less if urgency requires it.

Legal practitioners and agents of parties to be prepared

- 10 Each party, not appearing in person, must be represented by a legal practitioner or an agent familiar with the subject matter of the proceedings and with sufficient instructions to enable all appropriate directions and orders to be made.
- 11 Parties are to endeavour to confer prior to any attendance before the Court and provide to the Court, where necessary, directions agreed upon or competing short minutes of order that are to be proposed.

Commencement of summary proceedings

- 12 Summary proceedings are to be commenced pursuant to s 246 CPA and in accordance with rule 53.26 DCR.
- 13 The Summons will be made returnable on the first Monday 8 weeks following the date of issue.
- 14 The Summons, Statement of Facts and a copy of this practice note is to be served in accordance with rule 53.27 DCR within 7 days of the date of issue of the Summons.
- 15 The defendant or the defendant's legal representative is to file with the Court and serve on the prosecutor a Notice of Appearance (in the approved form published with this practice note) within 7 days of the service of the Summons.

Service of the brief of evidence

- 16 The prosecutor is to serve the brief of evidence on the defendant or the defendant's legal representative within 28 days of service of the Notice of Appearance.

Content of the brief of evidence

- 17 The prosecution brief of evidence is to include:
- (a) written statements taken from any person the prosecutor intends to call to give evidence at the hearing;
 - (b) copies of any document that the prosecutor will seek to tender as an exhibit at the hearing;
 - (c) photographs of any physical exhibit or information as to how an inspection of a physical exhibit is to occur;
 - (d) any document or thing referred to in s 247E(2A) CPA;
 - (e) any expert reports to be relied on by the prosecutor at the hearing.
- 18 Written statements referred to in paragraph 17(a) are to comply with s 283B(2) - (5) CPA and clauses 9I and 9K *Criminal Procedure Regulation 2017*. A written statement is not required if the evidence of the witness to be adduced at the hearing by the prosecutor is disclosed in a document or thing referred to in s 247E(2A) CPA.
- 19 A written statement must be prepared and served if the prosecutor intends to lead any additional, new or clarifying evidence or where the person interviewed informs the prosecutor that they do not agree with, or stand by the content of any of the answers contained in a s 155(2)(a) notice or a record of interview. An outline of the evidence should be prepared and served if the witness does not consent to providing a statement.

Number of pre-trial or pre-sentencing hearing attendances

20 The parties are expected to minimise the number of appearances in Court prior to the trial or sentence hearing.

Before the first mention

21 In preparation for the first mention and to enable the Court to make appropriate directions, the parties are to take the following steps before the first mention:

- (a) retain solicitors and/or counsel who will be appearing for them in order to allow for meaningful and binding forensic decisions to be made about evidence and other matters;
- (b) the defendant is to consider the plea the defendant intends to enter to the offence charged. The defendant is entitled to a discount on penalty for the utilitarian value of a plea of guilty which is maximised by the early entry of a plea of guilty;
- (c) the defendant is to consider any representations the defendant wants to make to the prosecutor regarding the particulars of the charge and the facts alleged that will facilitate a plea of guilty. The defendant should be in a position on the first mention date to commit to a timetable for the submission of representations;
- (d) the defendant is to consider if the defendant intends to make an application to the regulator for an Enforceable Undertaking (see paragraphs 49-51 below);
- (e) the prosecutor is to consider the time by which a notice of the prosecution case could be given by the prosecutor under s 247E CPA;

- (f) the defendant is to consider the time by which notice of the defence response could be given by the defendant under s 247F CPA;
- (g) the prosecutor and the defendant are to confer and consider whether one or more preliminary hearings before the Court under s 247G CPA are necessary. At preliminary hearings, the Court may make directions for the efficient management and conduct of the proceedings, hear and determine interlocutory applications and make rulings or findings on objections, submissions and questions of law (see s 247G(3) CPA);
- (h) the prosecutor and the defendant are to confer and consider whether the Court should order a preliminary conference under s 247H CPA. The purpose of the preliminary conference is to determine whether the prosecutor and the defendant can agree on the evidence to be admitted at the trial and/or sentence hearing (see s 247H(4) CPA);
- (i) the prosecutor and the defendant are to consider whether the Court should order preliminary disclosure by the prosecutor under s 247J CPA, by the defendant under s 247K CPA and by the prosecutor in response under s 247L CPA; and
- (j) the prosecutor and the defendant are to discuss and agree, where possible, on the directions that the Court should make at the first mention;
- (k) where there are co-offenders or different charges arising from the same set of facts, every effort should be taken to ensure that the proceedings travel together in the pre-trial stage and are heard by the same Judge, unless there are reasons for not doing so.

At the first mention

- 22 The prosecutor is to advise whether the service of the brief of evidence has been effected in accordance with paragraph 16 of this practice note.
- 23 The defendant should advise the Court if the defendant is in a position to enter a plea of guilty or not guilty to the charge, or if the defendant needs further time to consider the brief of evidence.
- 24 At the first mention, the matter will be listed for a preliminary hearing.
- 25 If a plea of guilty is likely to be entered subject to an agreement on the particulars of the charge and the facts alleged, the following procedure is to be followed:
- (a) a direction will be made for the defendant to make representations to the prosecutor relating to the particulars of the charge and the facts alleged;
 - (b) a direction will be made for the prosecutor to respond to the defendant's representations;
 - (c) in the absence of agreement as to the particulars of the charge and the facts, within 14 days of the prosecutor's response to the defendant's representations, the parties will be ordered to participate in a preliminary conference under s 247H CPA with a view to agreeing on the particulars of the charge and the facts. Parties must ensure that persons with the authority to give instructions are present at or available to be contacted at the time that the preliminary conference is held;
 - (d) the matter will be listed for a preliminary hearing at which time the defendant is to enter a plea of guilty or not guilty to the charge;

- (e) in the event that there is still a dispute between the parties as to the facts alleged by the prosecutor, the defendant can enter a plea of guilty and the matter will be listed for a sentence hearing on the basis that the disputed facts will be determined at the sentence hearing.

26 If a defendant is undecided about its plea, it may seek an order at the first directions hearing that the prosecutor serve a notice of the prosecution case under s 247E CPA and/or a notice of disclosure by the prosecutor under s 247J CPA.

Preliminary hearings

27 The parties are required to minimise the number of preliminary hearings prior to the entry of a plea by the defendant.

28 Any notice of motion relating to an interlocutory application should be listed on the date of a preliminary hearing, unless there is some reason for urgency. Parties and legal practitioners are to file motions together with any supporting affidavit evidence, where possible, with adequate notice so that the motion can be heard on the return date.

29 If a defendant enters a plea of not guilty, the parties will enter a timetable for the following steps, if they are appropriate in the proceedings:

- (a) the service of a notice of the prosecution case under s 247E CPA and/or a notice of disclosure by the prosecutor under s 247J CPA;

- (b) the service of a notice of the defence case under s 247F CPA and/or a notice of disclosure by the defendant under s 247K CPA;

- (c) the service of a notice of disclosure in response by the prosecutor under s 247L CPA;
- (d) an order for a preliminary conference under s 247H CPA with a view to the parties agreeing on the evidence to be adduced at trial and/or identifying the evidence that will be objected to at trial. Parties must ensure that persons with the authority to give instructions are present at or available to be contacted at the time that the preliminary conference is held. Counsel briefed in the trial should be present, if possible;
- (e) the listing of a preliminary hearing to set a trial date.

30 The notice of the prosecution case under s 247E CPA is to be accompanied by:

- (a) a certificate signed on behalf of the prosecutor that the prosecutor has made enquiries and complied with the prosecutor's duty of disclosure;
- (b) if a record of interview or information received under s 155(2)(a) WHSA is to be tendered by the prosecutor at trial, a schedule identifying each question and answer to be relied on by the prosecutor and identifying to which of the pleaded particulars in the Summons the question and answer is relevant. If the person interviewed or providing responses under s 155(2)(a) WHSA is to be called as a witness, the prosecutor must consider if it is necessary to provide a written statement of the witness relating to changes to or clarification of their evidence, as contemplated in [19] above.

31 In the event that the defendant does not enter a plea to the charge at the first or a later preliminary hearing, the Court may, if appropriate, require the parties

to enter a timetable on the basis that the defendant has entered a plea of not guilty.

- 32 Prior to the preliminary hearing to fix a date for trial, the parties must:
- (a) consider the need for any further preliminary hearing to deal with the matters referred to in ss 247G and 247M CPA;
 - (b) consider what other directions may be necessary for the efficient management and conduct of the trial;
 - (c) confer and endeavour to agree on the appropriate directions to be made, the estimated length of the trial and available dates for the trial.

Breach of the Court's directions

- 33 If there is a breach of the Court's directions sufficient to cause slippage in the timetable, the parties must, in accordance with [35] below, relist the matter in the next Monday list. The party in breach or a legal practitioner with knowledge of the reasons for the breach, must file and serve a letter by no later than 4.00pm on the preceding Friday, identifying the breach, explaining the reasons for the breach and outlining the proposed directions to be made in consequence of the breach.

Variation of timetables

- 34 If proposed directions vary an existing timetable, they must include a direction to vacate any previous directions that can no longer be maintained, including dates for directions hearing or the hearing of motions.

Liberty to restore

- 35 Parties have general liberty to restore to the Monday list on three working days' notice, or less if urgency requires it. A party seeking to do so is to make

prior arrangement with, or give appropriate notice to, any other party, and notify the List Judge or the Judge case managing the proceedings.

Applications to vacate hearings

36 Dates for trials and sentence hearings will not be vacated merely because the parties consent. Applications to vacate hearing dates are to be by notice of motion with an affidavit in support explaining the circumstances of the application and the reasons the hearing date should be vacated. A formal application is not required where a trial date is to be vacated as a result of a change in plea by a defendant.

Co-operation

37 The Court expects parties, legal practitioners and experts to work together to implement this practice note in a practical and sensible way that ensures it achieves its intended purpose.

Compliance

38 Parties and legal practitioners should note s 247N CPA provides for procedural sanctions against parties for non-compliance with the requirements of Division 2A.

39 Any failure by one party to comply with the Court's directions will not normally be considered as an adequate excuse for a failure to comply by the other party. Both parties are responsible for ensuring they comply with directions.

Expert evidence

40 Unless the Court otherwise orders in summary prosecutions, an expert witness's evidence in chief must be given by the tender of one or more reports.

41 The provisions of Part 31 rules 23 and 27 *Uniform Civil Procedure Rules 2005* apply to the evidence of expert witnesses and any report of an expert witness.

Preparation for sentence hearings


- 42 District Court Practice Note 15 does not apply to prosecutions under the WHSA.
- 43 Where a plea of guilty is entered, the prosecutor is to file and serve any sentence bundle on the defendant no later than 4 weeks before the date on which the matter is listed for sentence.
- 44 In the event that either the prosecutor or the defendant seeks an order referred to in ss 236-241 WHSA, the prosecutor or the defendant is to notify the other party in writing of the terms of the order sought and is to file and serve any affidavit evidence in support of the order, by no later than 4 weeks before the date on which the matter is listed for sentence.
- 45 The defendant is to file and serve any affidavit and supporting documentation relevant to the issue of capacity to pay a fine (s 6 *Fines Act 1996*) no later than 4 weeks before the date on which the matter is listed for sentence.
- 46 The defendant is to file and serve any other affidavit and supporting documentation no later than 2 weeks before the date on which the matter is listed for sentence.

Court technology and evidence

- 47 If a party intends to adduce electronic evidence, for example CCTV footage, via CDs, DVDs or data files, the party must consult the Associate to the Judge hearing the matter no later than 7 days before the sentence hearing or trial to confirm that the Court's technology resources are capable of playing the evidence. Arrangements for testing of equipment may be made by enquiry with the Judge's Associate.
- 48 If the electronic evidence is not in a form that is compatible with the Court's technology resources the evidence must either be converted to formats used by the Court or the party must bring their own devices to play the evidence.

Applications for Enforceable Undertakings

- 49 Applications to the regulator for an Enforceable Undertaking (EU) pursuant to Part 11 WHSA must be made by a defendant promptly after service of the Summons and no later than 12 weeks after the service of the brief of evidence.
- 50 In the event that an application for an EU is made later than 12 weeks after the service of the brief of evidence and the application for an EU is unsuccessful, the Court will take that into account in assessing the utilitarian value of any plea of guilty entered at a later time. It will be sufficient for compliance with this paragraph if the prosecutor informs the Court that an application for an EU has been made or that the application is expected to be made within a reasonable time.
- 51 Matters in which an application for an EU is made will be adjourned for a preliminary hearing on a date no later than 14 days after the next meeting of the Enforceable Undertaking Panel or other convenient date in the EU process. The parties must relist a matter for preliminary hearing within 14 days of a decision by the regulator to reject an application for an EU.



The Honourable Justice D Price AO
Chief Judge of the District Court
4 June 2021

TOTALIZATOR ACT 1997

AMENDMENT TO THE TAB LIMITED TRACKSIDE BETTING RULES

I, the Hon. Victor Dominello MP, Minister for Digital, Minister for Customer Service, pursuant to section 54(1) of the *Totalizator Act 1997*, **DO HEREBY APPROVE** the TAB Limited Trackside Betting Rules, annexed to this instrument. This takes effect from the date published in the New South Wales Government Gazette. This instrument has the effect of repealing any/all previous versions of the TAB Limited Trackside Betting Rules published in the Gazette and replacing them with the Rules annexed to this instrument.

Dated this 27 day of May 2021

Victor Dominello MP
Minister for Digital,
Minister for Customer Service

TOTALIZATOR ACT 1997

RULES OF BETTING

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

TAB LIMITED TRACKSIDE BETTING RULES

1. PRELIMINARY

2. DEFINITIONS

3. TRANSACTIONS & INVESTMENTS

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

4. CREDITING AND PAYMENT OF DIVIDENDS

5. MISCELLANEOUS

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

7. JACKPOTS

[Schedule A - Bet Types](#)

1. PRELIMINARY

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

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

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

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

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

2. DEFINITIONS

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

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

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

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

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

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

‘Cash Outlet’ means any office at which TAB receives Investments direct from the public via any method listed in Rule 3.6.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. TRANSACTIONS AND INVESTMENTS

3.1 ACCEPTANCE, REJECTION AND LIMITATION OF INVESTMENTS

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

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

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

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

3.2 INVESTMENT AND LIABILITY LIMITS

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

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

3.3 RETURNS

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

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

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

3.4 PLACING OF INVESTMENTS

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

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

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

3.5 CLOSING TIME FOR INVESTMENTS

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

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

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

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

3.6 CASH OUTLET INVESTMENTS

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

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

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

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

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

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

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

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

3.7 FORWARD GAMES

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

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

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

3.8 CANCELLATION OF INVESTMENTS

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

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

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

4. CREDITING AND PAYMENT OF DIVIDENDS

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

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

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

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

5. MISCELLANEOUS

5.1 BETTING BY MINORS

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

5.2 LIMITATION OF TAB'S LIABILITY

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

5.2.1 Alleged inaccurate or omitted Investment details where the Customer is incoherent or offensive.

5.2.2 Early or late closure of sales caused by any reason whatsoever.

5.2.3 Any systems, communication or equipment malfunction which is beyond the reasonable control of TAB.

5.2.4 The disclosure of a Customer's Transaction details or the accuracy thereof where that disclosure is made by TAB under the Act or any law.

5.2.5 Reliance upon any inaccurate statement made by TAB in respect of any matter relating to the Customer or to TAB or to any Selections except where that inaccuracy is due to the negligence of TAB and TAB has not taken reasonable steps to correct that inaccuracy.

5.2.6 Reliance upon any inaccurate statement made by a person other than TAB in respect of any matter relating to the Customer or to TAB or to any selections.

5.2.7 Reliance upon any inaccurate statement made by any person whatsoever (including TAB) in respect of any matter relating to the Customer or to TAB or to any Selections where such statement is manifestly inaccurate.

5.2.8 Inability to place or cancel a Trackside Bet on any Forward Games.

5.2.9 The loss of a Trackside Ticket.

5.2.10 Any payment made to the bearer of a Trackside Ticket where a Customer alleges that such a payment was made to the wrong person.

5.2.11 In the case of an Investment at an outlet, failure by a Customer to correct inaccurate or omitted Investment details recorded on a ticket immediately upon issue of the ticket.

5.2.12 Any price or percentage of a price quoted by any source other than authorised staff of TAB or any quoted price or percentage of a price which is no longer valid for betting purposes.

5.2.13 The refusal or inability of TAB, its agent or assigns to accept all or part of any Trackside Bet.

5.2.14 The exercise by TAB of any discretion conferred on TAB under these rules or the manner in which that discretion is exercised generally or in particular circumstances.

5.3 MALFUNCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. JACKPOTS

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

SCHEDULE A - BET TYPES

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

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

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

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

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

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

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

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

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

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

TOTALIZATOR ACT 1997

AMENDMENT TO THE TAB LIMITED FIXED PRICE RACING BETTING RULES

I, the Hon. Victor Dominello MP, Minister for Digital, Minister for Customer Service, pursuant to section 54(1) of the *Totalizator Act 1997*, **DO HEREBY APPROVE** the TAB Limited Fixed Price Racing Betting Rules, annexed to this instrument. This takes effect from the date published in the New South Wales Government Gazette. This instrument has the effect of repealing any/all previous versions of the TAB Limited Fixed Price Racing Betting Rules published in the Gazette and replacing them with the Rules annexed to this instrument.

Dated this 27 day of May 2021

Victor Dominello MP
Minister for Digital,
Minister for Customer Service

TAB LIMITED FIXED PRICE RACING BETTING RULES

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Appendix

- Schedule 1 - TAB Scale of Deductions

1. PRELIMINARY

- 1.1 These Rules are to be referred to as the TAB Fixed Price Racing betting Rules made under section 53 of the Totalizator Act 1997.
- 1.2 Unless otherwise provided, these Rules shall be applied by TAB Limited in respect of any contingency on which it conducts fixed price racing betting in accordance with section 13 of the Totalizator Act 1997.
- 1.3 Every TAB customer shall be deemed to be acquainted with these Rules and any conditions determined by TAB relative to a particular racing event to which a fixed price racing bet relates and to have agreed to be bound thereby.
- 1.4 In the case of all fixed price racing bets between TAB and a customer the location of the contract is deemed to be New South Wales and the laws of New South Wales are deemed to apply.
- 1.5 If the stewards request the disclosure of personal information pertaining to accounts or transactions, the customer shall be deemed for the purposes of the Act to have consented to the TAB providing such personal information to the stewards.
- 1.6 These Rules commence on the date on which they are published in the Government Gazette of the State of New South Wales.

2. DEFINITIONS

'Act' means the Totalizator Act 1997.

'All-In' means that, regardless of whether or not a particular contestant listed by TAB Limited for a race starts or completes the race on which a fixed price racing bet is placed, the bet shall stand and no refund shall be payable.

'Branch' means an office, branch or agency of TAB at which totalizator, fixed price racing bets or declared event bets are received directly from the public; and at NSW racecourses where bets are received by the racing club as an Agent for TAB.

'Bundle Bet' means any bet made on a Fixed Price Racing Event where the customer has selected multiple contestants to win (or any other betting option made available by TAB) from the same event and is offered a Bundled Price that the customer shall, subject to these Rules, be entitled to if a selected contestant is successful. The minimum and maximum number of selections that a customer may include in a Bundle Bet for an event shall be determined by TAB.

'Bundle Price' means, subject to Rules 4.5 - 4.13, the price set by TAB at TAB's sole discretion and applied at the time of investment on a Bundle Bet, including any additional multiple or factor.

'Declared Event Bet' means any bet made at a fixed price with TAB on an approved declared event via any approved TAB betting medium.

'Declared Event Betting Event' means any event approved under section 18 of the Act.

'Declared Event Betting Ticket' means a ticket issued in accordance with Part 3 (Transactions) of these Rules and includes any form of electronic record approved by TAB.

'Fixed Price Racing Bet' means a bet made at a fixed price with TAB on a fixed price racing event via any approved TAB betting medium.

'Fixed Price Racing Event' means a racing event on which TAB conducts fixed price betting in accordance with an approval by the Minister under section 13 of the Act.

'Fixed Price Racing Betting Ticket' means a ticket issued by TAB in accordance with Part 3 (Transactions) of these Rules and includes any form of electronic record approved by TAB.

'Multi Bet' means a bet issued under one (1) ticket serial number in respect of which any resultant dividend or refund from a selected contingency shall be reinvested (in accordance with the investor's instructions given at the time of investment) in either one or more other subsequent selected contingencies:

- on a different declared event betting event or fixed price racing event (**'Standard Multi Bet'**); or
- in the same declared event betting event or fixed price racing event (**'Same Event Multi Bet'**),

noting that a Standard Multi Bet may contain one or more Same Event Multi Bets as part of its selected contingencies.

"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.

'Payout' means the amount payable to a particular investor should the result wagered upon by that investor in fact occur and includes the total amount wagered upon the result.

'Price' means either:

- when expressed in monetary terms, the payout for an outlay of a certain monetary unit, inclusive of the unit of outlay, or
- when expressed in fractional terms the ratio of win to stake.

‘Proposition’ means a given result or combination of results which may occur in any event upon which TAB operates.

‘Rules’ means these Rules of betting made under section 53 of the Act as amended from time to time.

‘Stake’ means the monetary outlay by the customer in placing a fixed price racing bet. In the case of multi bets the monetary outlay may be in fractions of whole dollars or cents.

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

3. TRANSACTIONS

3.1 General

- 3.1.1 TAB may at its sole discretion field on any fixed price racing event. The price is subject to change by TAB without notice.
- 3.1.1A A Declared Event Bet will be accepted by TAB if it is made in accordance with these rules and the payment is made in one of the following ways:
- (a) by the deposit of the amount of the bet in cash (including by electronic funds transfer or other debit-based payment platform) or by use of a betting voucher; or
 - (b) by debit against funds held in the betting account of the person making the bet.
- 3.1.2 The amount of a fixed price racing bet shall be as agreed between TAB and the customer.
- 3.1.3 Subject to Rule 3.1.4, TAB may refuse to accept any fixed price racing bet at its sole discretion and without stating reasons.
- 3.1.4 Subject to 3.1.1, TAB may set any minimum or maximum stake or payout for fixed price racing bets.

- 3.1.5 TAB reserves the right to adjust the price of a multi bet involving the same contestant, provided that in such cases the customer is clearly notified of such adjustment in price prior to the bet offer being accepted by TAB.
- 3.1.6 TAB shall use its best endeavours to ensure the currency of all markets for fixed price racing events but shall not be liable for any errors or omissions relating to those markets.
- 3.1.7 TAB may delegate to its duly authorised employees or agents its powers in respect to the setting of prices, acceptance or refusal of individual bets and the recording of such bets and such other matters as it may determine from time to time.

3.2 Cash bets

- 3.2.1 A customer who makes a cash fixed price racing bet shall give the fixed price racing bet details in such form as TAB may determine from time to time.
- 3.2.2 The seller who accepts a cash fixed price racing bet at a cash sales outlet shall, while the customer is at the betting window, issue a fixed price racing betting ticket to the customer who made the fixed price racing bet.
- 3.2.3 The fixed price racing betting ticket shall include details of:
- (a) the stake;
 - (b) the name of the selection and the fixed price racing event to which the fixed price racing bet relates; and
 - (c) the payout due upon redemption of the fixed price racing betting ticket should the selected competitor or multi bet selection be declared a winner by TAB.
- 3.2.4 The fixed price racing betting ticket represents acknowledgment by TAB of receipt of the fixed price racing bet in relation to which the fixed price racing betting ticket is issued.
- 3.2.5 The fixed price racing betting ticket may be cancelled if the amount of the fixed price racing bet is not paid for immediately after the fixed price racing betting ticket is issued.
- 3.2.6 The details of the amount of a fixed price racing bet, the selection and the fixed price racing event to which the fixed price racing bet relates recorded on a fixed price racing betting ticket issued by TAB are taken to be the details of the fixed price racing bet for which the fixed price racing betting ticket is

issued, even if those details differ in any respect from the details given by the customer making the fixed price racing bet.

3.2.7 A customer who is issued with a fixed price racing betting ticket that the customer claims is incorrect because it does not correctly reflect the details given by the customer when the fixed price racing bet was made, is entitled to have that fixed price racing bet cancelled and the bet amount refunded but only if the seller who issued the fixed price racing betting ticket is satisfied that it is incorrect on the grounds so claimed.

3.2.8 Any entitlement under Rule 3.2.7 may only be exercised within two 2 minutes from the time of issue of the fixed price racing betting ticket and before the close of betting on the relevant fixed price racing event.

3.3 Telephone, Internet and other electronic bets

3.3.1 Acceptance of telephone, Internet or other electronic fixed price racing bets

Telephone, Internet and other electronic fixed price racing bets shall only be accepted at a location approved by TAB for such purpose. Telephone, Internet and other electronic fixed price racing bets shall only be made to a telephone number, internet or other electronic address or carrier, approved by TAB for the purposes of receiving fixed price racing bets.

3.3.2 Method of making telephone, Internet or other electronic fixed price racing bets

The customer making the fixed price racing bet shall clearly state:

- (a) the betting account number against which the fixed price racing bet is to be charged and if required, the code allocated to that account; and,
- (b) the details of the fixed price racing bet in such form as TAB may determine from time to time in respect of the bet.

The Manager of a Branch may:

- (i) direct that a telephone, Internet or other electronic fixed price racing bet not be accepted, or
- (ii) if the customer making the fixed price racing bet speaks in an insulting, indecent or threatening manner, or conveys any false or misleading information, or wilfully takes advantage of any TAB errors, direct that a customer's betting account be closed and any money standing to the credit of the account be refunded to the customer.

3.3.3 **Records of telephone, Internet and other electronic fixed price racing bets**

An officer at a branch who proposes to accept a telephone, Internet or other electronic fixed price racing bet shall:

- (a) make a record, in such manner as TAB may require, of such details as are necessary to identify the customer making the fixed price racing bet and to describe the particular fixed price racing bet made; and
- (b) repeat the details of the fixed price racing bet to the customer, unless the customer indicates that he or she does not wish to have them repeated.

If, before the close of betting and while the customer is still on the telephone, the customer objects that the details are not as specified by the customer, the seller accepting the fixed price racing bet shall:

- (i) correct the record in accordance with the objection, or
- (ii) if it is not practicable for (i) to be done before the close of betting, reject and cancel the fixed price racing bet.

A telephone, Internet or other electronic fixed price racing bet is taken not to have been accepted at a branch unless a record of the fixed price racing bet has been made in accordance with this Rule.

The details of a telephone, Internet or other electronic fixed price racing bet recorded in accordance with this Rule are taken to be the details of the fixed price racing bet, even if those details differ in any respect from the details given by the customer making the fixed price racing bet.

A record of each telephone, Internet or other electronic fixed price racing bet made to a branch shall be sent to TAB.

In addition to the other requirements of this Rule, the manager of a branch shall ensure that all telephone, fixed price racing bets are tape recorded and the tape recording sent to TAB.

TAB must retain the tape recording for a period of at least 28 days from the date of the fixed price racing event or contingency to which the fixed price racing bet relates or, if a claim with respect to the fixed price racing bet is made during that period, until the claim is finally determined.

3.4 **Betting Accounts**

3.4.1 **Establishment of Betting Accounts**

A customer may apply to TAB for the establishment of an account for betting purposes ("a betting account").

The application:

- (a) shall be in a form approved by TAB;
- (b) shall specify such particulars, and be completed in such manner, as TAB may require; and
- (c) shall be accompanied by a deposit, or by a guarantee from a bank, building society or credit union acceptable to TAB, to be credited to the account.

A deposit to a betting account made by way of cheque shall not be credited to the account until TAB is satisfied that the cheque has been cleared.

A customer who establishes a betting account shall be notified by TAB of the code allocated to the account.

A person who receives a deposit for payment into a betting account must cause a receipt for the deposit to be issued to the customer by whom the deposit is made.

3.4.2 **Instructions to TAB in relation to betting accounts**

A customer who has established a betting account with TAB may give instructions to TAB, in such manner as TAB may approve, relating to the application or disposal of any amount standing to the credit of the account.

TAB must comply with any reasonable instruction given to it by a customer under this Rule, but in giving such instruction the customer agrees to waive any liability of TAB for the payment of said amount to the customer.

3.4.3 **Betting account statements**

On receipt of a request from an account holder, and at such other times as TAB determines, TAB shall send to the account holder a statement relating to a betting account established by that person with TAB.

A statement relating to a betting account is to be in such form, and is to specify such particulars, as TAB considers appropriate.

3.4.4 **Payment of betting account guarantees**

Within 14 days after TAB sends a statement relating to a betting account to the customer who has lodged a guarantee from a bank, building society or credit union with TAB in respect of the account, the customer must pay to

TAB any money due to TAB by the customer from the operation of the account.

TAB may take such action in terms of the guarantee from a bank, building society or credit union as is necessary to recover any monies that remain unpaid after the expiration of the 14 day period.

3.4.5 **Non-operation of betting accounts**

TAB may close any betting account that is not operated for a period of 3 months and, in that event, shall transfer any amount standing to the credit of the account to a dormant account operated by TAB. In such cases TAB shall notify the holder of the account at the last address known to TAB that the account has been closed.

TAB may reopen a betting account that has been closed under this Rule and re-credit to the account any amount credited to a dormant account as a result of the closure of the account.

3.4.6 **Overdrawn accounts**

Where an amount has been incorrectly credited to an account or an incorrect amount has been credited to such an 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 as a debt the amount of the deficiency in the account.

3.5 **Betting Vouchers**

TAB may issue betting vouchers.

A betting voucher:

- (a) is to be in such a form as TAB determines.
- (b) is valid for such periods as is specified on the betting voucher.
- (c) is to be regarded as cash equal to the value of the amount represented by the voucher.
- (d) may be accepted at any TAB cash sales outlet:
 - (i) for the making of fixed price racing bets, or
 - (ii) for the making of other bets with TAB, or

- (iii) for the making of deposits to a betting account maintained with TAB.

4 FIXED PRICE RACING BETTING

- 4.1 TAB may conduct fixed price racing betting on fixed price racing events as approved by the Minister under section 13 of the Act.
- 4.2 Except as provided by Rule 4.5, TAB may only offer fixed price racing betting on a contestant nominated or accepted for the relevant fixed price racing event, except where conditions of the event permit the payment of a late entry fee to start in the event. In the case of events where a late entry condition is available, TAB is obliged to ensure that any contestants not nominated are clearly marked as such in all betting markets that are displayed.
- 4.3 Fixed price racing betting will consist of the following betting types:
 - (a) Win; or
 - (b) place; or
 - (c) multi bets on or between designated races; or
 - (d) multi bets on or between designated races and declared events; or
 - (e) Bundle Bet; or
 - (f) any other type determined by TAB and approved by the Minister.
- 4.4 TAB may at its absolute discretion determine the bet types it offers on any particular fixed price racing event.
- 4.5 All fixed price racing bets (win and place) placed before the official time for the declaration of final acceptances will be all-in except where contestants have yet to be nominated for a fixed price racing event in which case TAB may offer fixed price racing betting on that event provided that:
 - (a) investments are refunded on any contestant who is subsequently not nominated for the relevant fixed price racing event; or
 - (b) for a Bundle Bet, investments are refunded where none of the selected contestants are subsequently nominated for the relevant fixed price racing event.
- 4.6 Except as provided by Rule 4.7, in the case of fixed price racing bets (win and place) placed after the official time for the declarations of final acceptances:
 - (a) bets placed on any contestant which is subsequently scratched are to be refunded in full; and
 - (b) the payout due on successful bets are subject to the TAB scale of deductions contained in schedule 1 of these Rules as applying to the price offered by TAB for that contestant at the time of its scratching.

- 4.7 If a Bundle Bet is placed after the official time for the declaration of final acceptances for the event and:
- (a) one (or more) selected contestant is scratched, but more than one selected contestant remains, the Stake will stand but a new Bundle Price will be set having regard to the price of the remaining contestants at the time the Bundle Bet was placed and any additional multiple or factor will be removed from the new price;
 - (b) all but one selected contestant is scratched, the Bundle Price for the remaining selected contestant will revert to its price at the time the Bundle Bet was placed and any additional multiple or factor will be removed from the new price;
 - (c) all selected contestants of the Bundle Bet are scratched, the Bundle Bet will be refunded in full once the event results; and
 - (d) any payout due on successful bets may be subject to the TAB scale of deductions contained in schedule 1 of these Rules as applying to the price offered by TAB for that contestant at the time of its scratching.
- 4.8 Except as provided by Rule 4.9, any fixed price racing bets (standard multi bets) placed before the official time for the declaration of final acceptances for all events within the standard multi bet will be “all in”.
- 4.9 In the case of fixed price racing Bundle Bets (multi bets) placed before the official time for the declaration of final acceptances for the event within a multi bet, if Rule 4.5(b) or 4.12 applies, that leg will be ignored for the purpose of calculating the payout.
- 4.10 Except as provided by Rule 4.11, in the case of fixed price racing bets (multi bet), if the time of bet placement is after the official time for the declaration of final acceptances for an event within the multi bet:
- (a) If a selected contestant is scratched from the event, that leg will be ignored for the purpose of calculating the payout;
 - (b) If the time of bet placement is after the official time for the declaration of final acceptances for all events within the multi bet, in the event that all contestants selected are scratched in all events included in the bet, the bet shall be refunded;
 - (c) Bets placed before TAB makes any adjustment to the prices it has set for the event following a scratching shall stand subject to the TAB scale of deductions contained in schedule 1 of these Rules as applying to the prices offered by TAB for that contestant at the time of its scratching;

- (d) Subject to 4.10(a) and (c) the revised payout shall be the amount obtained as the product of the cumulative price applicable to the events decided in the customer's favour and original stake.
- 4.11 In the case of fixed price racing Bundle Bets placed after the official time for the declaration of final acceptances for the event within a multi bet:
- (a) if a selected contestant is scratched from the event, and more than one selected contestant remains in the Bundle Bet, Rule 4.7(a) applies;
 - (b) if all but one selected contestants are scratched, Rule 4.7(b) applies;
 - (c) if all selected contestants are scratched or Rule 4.12 applies, that leg will be ignored for the purpose of calculating the payout; and
 - (d) any payout due on successful bets may be subject to the TAB scale of deductions contained in schedule 1 of these Rules as applying to the price offered by TAB for that contestant at the time of its scratching.
- 4.12 If, due to one (or more) scratchings from an event, the selected contestants in a Bundle Bet make up all remaining contestants in that event, the Bundle Bet will not payout and will be refunded once the event results, except if the Bundle Bet is within a multi bet, in which the relevant leg shall be ignored (as set out in Rules 4.9 and 4.11(c)).
- 4.13 In addition to the matters set out in this Rule 4, Rule 5.3 may apply.
- 4.14 Where the bet type Head to Head is offered, one of the nominated contestants must finish in the first 5 placings otherwise all bets will be refunded.
- 4.15 Where betting is offered on the weight the winner will carry, the result will be determined on the weight allocated at the time of acceptances and will ignore the impact of any allowances or jockeys riding overweight.
- 4.16 Where betting is offered on the barrier that the winner will draw the result will be determined on the barrier allocated at the time of acceptances and will ignore the impact of any scratched runners or damage to barrier stalls.
- 4.17 Where betting is offered on a Jockey or Trainers Premiership any dead heats will be allocated a value of 0.5 wins when determining the outcome.
- 4.18 Where betting is offered on the number of wins a jockey or trainer achieved during a defined period such as a race meeting or carnival any dead heats will be allocated a value of 0.5 wins to the jockey or trainer when determining the outcome.

5 RESULTS AND REFUNDS

5.1 Results

Subject to Rule 5.2, all fixed price racing events bets will be settled on the official placings as per the adjudication of the judges, stewards or other representatives of the relevant recognised governing body or club.

TAB will not declare a result or pay on a race or on a combination of races except following a declaration of correct weight or all clear to pay.

5.2 Protests

- (a) If a protest is lodged in accordance with the Rules of racing before the declaration of correct weight in a race, a result for that race will not be declared and paid until the protest has been decided by the stewards.
- (b) Where there occurs a later disqualification, promotion of runners or any other change subsequent to the declaration of correct weight and all clear to pay, such changes will be irrelevant for the purposes of determining the result of a fixed price racing bet.

5.3 Payout

- 5.3.1 The payout due on any fixed price racing bet shall be as agreed between TAB and the customer at the time of making the bet. The payout due specified on the fixed price racing betting ticket will be deemed to be the payout agreed between the TAB and customer except in the case of a misprint resulting from computer or other technical error, or where there is evidence of fraud or of forgery or alteration of the fixed price racing betting ticket.
- 5.3.2 If the result of a fixed price racing event is declared a dead heat, the revised payout due shall be calculated by the following method:
 - (a) divide the face value of the fixed price racing betting ticket (being the original payout as adjusted pursuant to these Rules) by the number of contestants involved in the tie, draw or dead heat, then
 - (b) multiply the figure obtained in (a) by the number of official placings to be filled by the contestants figuring in the tie, draw or dead heat.
- 5.3.3 In fixed price racing bets involving more than one fixed price racing event or contingency (multi bet):

- (a) if the selection in any of the contingencies or fixed price racing events loses or is deemed to have lost, the whole of the fixed price racing bet is lost,
- (b) if one or more of the contingencies or fixed price racing events results in a dead heat, the revised return for each leg shall be calculated by applying the method set out in Rule 5.3.2 herein and the revised payout due shall be the amount obtained as the product of the cumulative price applicable and the original stake,
- (c) where the fixed price racing bet or declared event bet covers two or more fixed price racing events or declared event bet betting events (for the purposes of this clause 5.3.3(c), "**Events**") and one or more events is decided in the customers favour but any remaining events are abandoned, the remaining payout shall be the amount obtained as the product of the cumulative price applicable (at the time the bet was made) to the bets decided in the customers favour and the original stake. Any remaining or undecided bet shall be treated as abandoned and where the bet is contained within a same event multi bet which forms part of a standard multi bet, the revised payout will be calculated in accordance with clause 6.1.7.

5.3.4 TAB shall at all times retain the right to postpone the payment of payouts for reasons including verification of results, systems hardware or software malfunction, or in circumstances where fraudulent activity is suspected.

5.4 Postponements

- (a) Subject to Rules 4.5, 4.8 and 4.10, in the case of fixed price racing events where betting is opened prior to the official time for the declarations of final acceptances, if the event is postponed and not held within seven (7) or less days of the day on which the event was originally scheduled to commence the event shall be treated as abandoned and all investments on runners that remain acceptors at the expiry of the seven (7) day period shall be refunded.
- (b) Subject to Rule 4.10, in the case of fixed price racing events where betting is opened after the official time for the declarations of final acceptances, if the event is postponed and not held within one (1) day of the day on which the event was originally scheduled to commence the event shall be treated as abandoned and all bets shall be refunded.
- (c) In the case of multi bet containing declared events, Rule 6.1.6 of the TAB Limited Declared Events Betting Rules applies.

6 MULTI BETS

6.1 Events to which multi bets relate

- 6.1.1 A multi bet may be made in respect of an approved declared event or fixed odds racing event or, other than for same event multi bets, any combination thereof.
- 6.1.2 At the time of placing a standard multi bet, the investor will determine the formula number(s) that is to be applied to that bet, which may not be greater than the total number of events in the bet.
- 6.1.3 The maximum number of selections, fixed odds racing events and/or declared events in respect of which any multi bet may be made is to be determined by TAB.
- 6.1.4 TAB may limit the events in respect of which any multi bet may be made in any manner as it may determine.
- 6.1.5. TAB may, at its sole and absolute discretion, determine that a multi bet which contains two or more selections which relate to the same contingency is void and should be refunded.
- 6.1.6 Despite any other terms within these Rules, if a selected contingency from a same event multi bet is refunded in accordance with these Rules, the same event multi bet will be deemed void and is to be refunded.
- 6.1.7 Where:
- (a) a same event multi bet is combined with one or more bets to form a standard multi bet; and
 - (b) a selected contingency of the same event multi bet is deemed void; and
 - (c) the standard multi bet would otherwise result in a payout,
- the amount of the payout will be obtained as the product of the cumulative price applicable (at the time the standard multi bet was made) to the bets, excluding any contingencies relating to the same event multi bet that was deemed void, decided in the customer's favour and the original stake.

6.2 Payout on multi bets

Any payout earned as a result of a multi bet will not be paid until the result of all bet combinations have been determined.

7 MISCELLANEOUS

7.1 Betting by Minors

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

7.2 Disclaimer

TAB shall not, except as otherwise provided in these Rules or required by law, be liable for any loss or damage suffered or claimed to have been suffered by any customer or corporation as a result of or in any way arising out of or as a consequence of any of the following:

- (a) Inability to place or cancel a fixed price racing bet on any fixed price racing event.
- (b) The loss of a fixed price racing betting ticket.
- (c) Any payment made to the bearer of a ticket where an investor alleges that such payment was made to the wrong person.
- (d) Reliance upon any omission, inaccurate information or statement whether made by employees of TAB or any agent of TAB, or by the electronic or print media, concerning any matter whatsoever relating to the investor or to TAB or to any event, competitor, withdrawal or other matter whatsoever.
- (e) Any subsequent change to the result of a fixed price racing event after a result has been declared by TAB.
- (f) Unauthorised use of the investors account.
- (g) In the case of an investment at a cash outlet, failure by an investor to correct inaccurate or omitted investment details recorded on a ticket immediately upon issue of the ticket.
- (h) In the case of a telephone investment, failure by an investor to correct inaccurate or omitted investment details when the TAB calls such details back to the investor.
- (i) In the case of an Internet or other electronic investment, where the investor has confirmed the investment request.

- (j) In the case of an Internet or other electronic investment, use of, participation in or inability to obtain access to the website, or the approved appropriate means relevant for an other electronic investment, for the purpose of making an investment.
- (k) In the case of an Internet investment, any loss or damage caused in the event that the computer of the investor becomes infected by a virus as a result of connecting to the website of the TAB or by any technology failure whatsoever.
- (l) Access by the investor to websites of any other person via links from the website of the TAB.
- (m) Any decision of the recognised racing controlling body (including without limitation any decision to impose, or not to impose, penalties or sanctions and the nature and extent of any such sanctions).
- (n) Any price quoted by any source other than authorised staff of TAB or any quoted price which is no longer valid for betting purposes.
- (o) The failure, exclusion or refusal of any selection to start or complete an event.
- (p) The refusal or inability of TAB, its agent or assigns to accept all or part of any fixed price racing bet.
- (q) The exercise by the TAB of any discretion conferred on the TAB under these Rules or the manner in which that discretion is exercised generally or in particular circumstances.

7.3 Lost or Destroyed fixed price racing betting ticket claims

- 7.3.1 Claims for lost or destroyed fixed price racing betting tickets shall be lodged within 14 days of the completion of the fixed price racing event upon which the fixed price racing bet was made. Claims may be lodged at any TAB cash office and not necessarily the TAB office at which the fixed price racing betting ticket was purchased.
- 7.3.2 TAB may charge an administration fee, as notified by TAB from time to time, on all claims for lost or destroyed fixed price racing betting tickets.
- 7.3.3 A statutory declaration in such form and containing such information as TAB may require shall accompany each claim.

- 7.3.4 A claim for a stolen fixed price racing betting ticket prior to the fixed price racing betting ticket becoming payout bearing will not be accepted without the claimant's prior report of the theft to the Police.
- 7.3.5 Unless the fixed price racing betting ticket investment value exceeds \$100 (one hundred dollars), claims will not be accepted prior to the completion of the respective fixed price racing event and the fixed price racing betting ticket becoming payout bearing.
- 7.3.6 The claimant will be issued with written acknowledgment of their claim within 21 days of their claim being received by TAB's Head Office Customer Relations Section.
- 7.3.7 Claims will not be accepted after 14 days from the completion of the fixed price racing event, unless the claimant can provide a valid reason for the delay in lodging the claim.
- 7.3.8 Approved claims will be settled by way of a letter of authority payable at any TAB cash sales outlet except for amounts greater than \$500 (Five Hundred Dollars) or at the request of the claimant where payment will be made by way of a cheque in favour of the claimant and sent by mail.

7.4 Cash out

- 7.4.1 TAB may facilitate functionality whereby a customer may cash out their 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 all terms and conditions relevant to the cash out offer to enable customers to make an informed decision.

7.5 Multiplier

- 7.5.1 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 all terms and conditions relevant to the multiplier feature to enable customers to make an informed decision.

8 DISPUTES

8.1 Complaints concerning records of telephone fixed price racing bets

- 8.1.1 Within 14 days after making a telephone fixed price racing bet or within such further time as TAB may allow, a customer may lodge a written complaint with TAB to the effect:

- (a) that the details of the fixed price racing bet given by the customer when making the fixed price racing bet were incorrectly recorded; and
- (b) that the customer has suffered loss as a result of the error.

If, after investigating the complaint, TAB is satisfied:

- i) that the complaint is justified; and
- ii) that the error complained of was due to the negligence or wilful default of any TAB officer, employee or agent,

TAB must make any appropriate alteration to the record and must refund such amount or pay such payout to the complainant as TAB considers to be just and reasonable.

Any election by the complainant not to have the details of a fixed price racing bet repeated, as referred to in Rule 3.3.3, may be taken into account in TAB's investigation of the complaint.

8.1.2 **Complaints concerning betting account statements.**

Within 14 days after TAB sends a customer a statement relating to a betting account or within such further time as TAB may allow, the customer may lodge a written complaint with TAB to the effect that the statement contains an error or omission.

If, after investigating a complaint, TAB is satisfied that the complaint is justified, TAB must make any appropriate alteration to its records and must forward a corrected statement to the complainant.

8.1.3 **Information to accompany complaints.**

A complaint under this Part need not be investigated unless the complainant gives to TAB such information, and such fixed price racing betting tickets or other documents as are in the complainant's possession, as may be necessary to facilitate investigation of the complaint.

8.1.4 **Review of decisions on complaints.**

A customer who is dissatisfied with TAB's decision on a complaint under this Part may request TAB to review its decision.

TAB must deal with such a request in the same way as if it were a complaint, except that the person by whom the request is dealt with must not be:

- (a) the person by whom the original complaint was dealt with; or

- (b) a person who is under the supervision of the person by whom the original complaint was dealt with.

This Rule does not authorise more than one request to be made in relation to any one complaint.

8.2 Enforceability

8.2.1 The decision of TAB upon:

- (a) any question or dispute as to the amount of payout or refund calculated in respect of any fixed price racing betting ticket or fixed price racing bet; or
- (b) any question as to the validity of any fixed price racing betting ticket as to any forgery or alteration thereof or tampering therewith,

shall subject to Part 8.3, be final and conclusive.

8.3 Resolution of Disputes

8.3.1 In the event of:

- (a) any circumstance arising which is not provided for by the Rules or the Act; or
- (b) a dispute between TAB and a customer as to the interpretation of these Rules which relates to the outcome of a fixed price racing event, TAB or a customer may refer the matter to Racing NSW or Harness Racing NSW or Greyhound Racing NSW as appropriate.

8.3.2 Prior to referring any matter to the organisations specified in 8.3.1 (b), a customer shall endeavour to resolve the matter directly with TAB.

8.3.3 References to the organisations specified in 8.3.1 (b) should, in normal circumstances be made within twenty-eight (28) days of the date of completion of the fixed price racing event to which the disputed fixed price racing bet relates.

TAB Scale of Deductions

Price Range	Win Deductions (Cents in dollar)	Place Deductions (3 place dividends)	Place Deductions (2 place dividends)
1.01 - 1.16	80	30	44
1.17 - 1.18	79	30	44
1.19 - 1.20	78	30	44
1.21 - 1.22	77	30	44
1.23 - 1.24	75	29	43
1.25 - 1.26	74	29	43
1.27 - 1.28	73	29	43
1.29 - 1.30	72	29	42
1.31 - 1.35	69	29	42
1.36 - 1.40	67	28	41
1.41 - 1.45	64	28	41
1.46 - 1.50	62	28	40
1.51 - 1.55	60	27	39
1.56 - 1.60	58	27	39
1.61 - 1.65	57	27	38
1.66 - 1.70	55	27	38
1.71 - 1.75	53	26	37
1.76 - 1.80	52	26	37
1.81 - 1.85	51	26	36
1.86 - 1.90	49	25	36
1.91 - 1.95	48	25	35
1.96 - 2.00	47	25	35
2.01 - 2.05	46	25	35
2.06 - 2.10	45	24	34
2.11 - 2.15	43	24	34
2.16 - 2.25	42	24	33
2.26 - 2.30	41	24	33
2.31 - 2.35	40	23	32
2.36 - 2.40	39	23	32
2.41 - 2.45	38	23	32

Price Range	Win Deductions (Cents in dollar)	Place Deductions (3 place dividends)	Place Deductions (2 place dividends)
2.46 - 2.50	37	23	31
2.51 - 2.60	36	22	30
2.61 - 2.70	35	22	30
2.71 - 2.80	33	21	29
2.81 - 2.90	32	21	29
2.91 - 3.00	31	21	28
3.01 - 3.10	30	20	27
3.11 - 3.20	29	20	27
3.21 - 3.30	28	20	26
3.31 - 3.40	27	19	26
3.41 - 3.50	27	19	25
3.51 - 3.60	26	19	25
3.61 - 3.70	25	19	25
3.71 - 3.80	25	18	24
3.81 - 3.90	24	18	24
3.91 - 4.00	23	18	23
4.01 - 4.20	22	17	23
4.21 - 4.40	21	17	22
4.41 - 4.60	20	16	21
4.61 - 4.80	19	16	21
4.81 - 5.00	19	16	20
5.01 - 5.50	17	15	19
5.51 - 6.00	16	14	18
6.01 - 6.50	14	13	16
6.51 - 7.00	13	12	16
7.01 - 7.50	12	12	15
7.51 - 8.00	12	11	14
8.01 - 8.50	11	11	13
8.51 - 9.00	10	10	13
9.01 - 9.50	10	10	12
9.51 - 10.00	9	10	12
10.01 - 11.00	8	9	11

Price Range	Win Deductions (Cents in dollar)	Place Deductions (3 place dividends)	Place Deductions (2 place dividends)
11.01 - 12.00	8	8	10
12.01 - 13.00	7	8	9
13.01 - 14.00	7	7	9
14.01 - 16.00	6	7	8
16.01 - 19.00	5	6	7
19.01 - 20.00	5	5	6
20.01 - 21.00	4	5	6
21.01 - 26.00	3	4	5
26.01 - 31.00	3	3	4
31.01 - 41.00	2	3	3
41.01 - 51.00	2	2	2

* Price > \$51.00 = No deduction.

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of registration pursuant to section 80

TAKE NOTICE that **DIAMOND PREGNANCY SUPPORT INCORPORATED INC9885160** became registered under the Corporations Act 2001 as **DIAMOND WOMEN LIMITED ACN 650 137 670**, a company limited by guarantee, on 12 May 2021, and accordingly its registration under the Associations Incorporation Act 2009 is cancelled as of that date.

Terri McArthur
Delegate of the Commissioner,
NSW Fair Trading
31 May 2021

BETTING AND RACING ACT 1998

AMENDMENT TO THE BOOKMAKER DECLARED BETTING EVENT BETTING RULES

I, the Hon. Victor Dominello MP, Minister for Digital, Minister for Customer Service, pursuant to section 18D(1) of the *Betting and Racing Act 1998*, **DO HEREBY APPROVE** the Bookmaker Declared Betting Events Betting Rules, annexed to this instrument, for the purpose of establishing the conditions and rules that apply to betting on declared betting events, which take effect from the date published in the New South Wales Government Gazette. This instrument has the effect of repealing any/all previous versions of the Bookmaker Declared Betting Event Betting Rules published in the Gazette and replacing them with the Rules annexed to this instrument.

Dated this 27 day of May 2021

Victor Dominello MP
Minister for Digital,
Minister for Customer Service

BOOKMAKER DECLARED BETTING EVENTS BETTING RULES

BETTING AND RACING ACT 1998 **(NEW SOUTH WALES)**

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ANNEXURE

Schedule of Declared Betting Events and Approved Forms of Betting

1 PRELIMINARY

- 1.1 These rules are made under section 18D of the *Betting and Racing 1998* and apply to declared betting event bets made with any authorised betting event bookmaker in New South Wales.
- 1.2 All customers of authorised betting event bookmakers shall be deemed to be acquainted with these rules and to have agreed to be bound thereby. An authorised betting event bookmaker shall promptly make available a copy of these rules to a customer upon request.
- 1.3 In the case of all declared betting event bets the location of the contract between authorised betting event bookmaker and customers is deemed to be New South Wales and the laws of New South Wales are deemed to apply.
- 1.4 If so desired, an individual authorised betting event bookmaker may introduce additional terms which relate to areas covered by part 3 of these rules governing transactions between the authorised betting event bookmaker and customers. These are to be clearly identified as “**Additional Terms Applicable to Declared Betting Event Bets with (name of authorised betting event bookmaker)**”. Any such additional terms are not to conflict with any clauses in these rules and are not to relate to areas covered by parts 4 to 7 of these rules.
- It is the responsibility of the authorised betting event bookmaker to ensure customers have constructive knowledge of these additional terms, where applicable.
- 1.5 If the recognised governing body of a declared betting event requests the disclosure of personal information pertaining to accounts or transactions relating to bets on that declared betting event, the customer shall be deemed for the purposes of the Act to have consented to the bookmaker providing such personal information to the recognised governing body.
- 1.6 These rules commence on (*insert date here*) and replace those previously gazetted.

2 DEFINITIONS

“**Act**” refers to the *Betting and Racing Act 1998* (New South Wales) as amended.

“**All-in**” means that regardless of whether or not a particular competitor or team or member of a team starts or completes the declared betting event on which a declared betting event bet is placed, all declared betting events bets stand and no refunds shall be payable.

“**Approved Forms of Betting**” means the approved forms of betting as listed in the Schedule of Declared Betting Events and Approved Forms of Betting made in accordance with sections 18 and 20 of the Act, a copy of which is attached to these Rules.

“**Authorised betting event bookmaker**” means a bookmaker licensed in New South Wales who is authorised by the Minister to take bets on declared betting events under section 19 of the Act.

“**Declared Betting Event**” means an event or class of event declared by the Minister to be a declared betting event or class of declared betting events under section 18 of the Act.

“**Declared Betting Event Bet**” means any declared betting event bet made at a fixed price with an authorised betting event bookmaker.

“**Declared Betting Event Betting Ticket**” means a ticket issued in accordance with Part 3 (Transactions) of these rules and includes any form of electronic record approved by the Department.

“Department” means Liquor & Gaming NSW.

“Extra Time” means any additional periods that are played beyond the normal time scheduled for the match or game, to resolve any tie, draw or dead heat.

“Group” betting means any form of betting involving the relative performances of any two or more nominated competitors.

“Normal Time” means the period for which the relevant match or game is scheduled to be played, including any additional time provided by match officials for stoppages, but not including any further time to resolve any tie, draw or dead heat.

“Outcomes Not Quoted” means a number of outcomes (eg players, competitors) within a particular bet form which are bracketed together as a single selection.

“Payout” means the amount payable including any stake, on a successful declared betting event bet.

“Price” means either:

- when expressed in monetary terms, the return for an outlay of a certain monetary unit, inclusive of the unit of outlay, or
- when expressed in fractional terms, the ratio of win to stake agreed to by the authorised betting event bookmaker and the customer at the time the declared betting event bet is made.

“Proposition” means a result or combination of results on offer which may occur in any event upon which an authorised betting event bookmaker operates.

“Rules” means the Bookmaker Declared Betting Events Betting Rules contained herein, as amended from time to time.

“Stake” means the monetary outlay by the customer in placing a declared betting event bet.

“Win” means the profit portion of a payout. That is, the payout less the stake outlaid by the customer.

3 TRANSACTIONS

3.1 GENERAL

3.1.1 Amount of declared betting event bets

The amount of a declared betting event bet shall be as agreed between the authorised betting event bookmaker and customer. No minimum or maximum bet amount is fixed by these Rules.

3.1.2 Acceptance and Payment for Bets

A Declared Event Bet will be accepted by a bookmaker if it is made in accordance with these rules and the payment is made in one of the following ways:

- (a) by the deposit of the amount of the bet in cash (including by electronic funds transfer or other debit-based payment platform) or by use of a betting voucher; or

(b) by debit against funds held in the betting account of the person making the bet.

3.1.3 Discretion of authorised betting event bookmaker

An authorised betting event bookmaker is under no obligation to:

- (a) open an account on behalf of any prospective customer,
- (b) provide credit to any customer or prospective customer, nor
- (c) accept any bet from any customer or prospective customer.

3.1.4 Limit as to scheduled determination date

No declared betting event bet shall be made on a declared betting event which has a scheduled outcome more than four (4) years from the date of the declared betting event bet.

3.1.5 Subsequent calling off of a declared betting event bet

A declared betting event bet may only be called off by one of the parties if an agreement was made between the authorised betting event bookmaker and customer at any time up until the close of betting of the relevant declared betting event betting option.

3.1.6 Approved forms of betting

All declared betting event bets shall be in accordance with the Approved Forms of Betting, set out in the Schedule annexed to these Rules and imposed by the Minister as a general condition under section 20 of the Act. A multiple declared betting event bet may involve two or more Approved Forms of Betting.

3.1.7 Price setting and fluctuations

An authorised betting event bookmaker may at the bookmaker's sole and absolute discretion set prices for any declared betting event. The prices are to be offered without prejudice and are subject to change by the authorised betting event bookmaker without notice.

3.1.8 Currency of prices displays

Authorised betting event bookmakers will use their best endeavours to ensure the currency of all:

- (a) markets on which they are conducting declared betting events betting, and
- (b) prices quoted on outcomes or contingencies in those markets on which they are conducting declared betting events betting,

but are not liable for any errors or omissions or the exercise of a discretion under 4.3.

3.1.9 Refusal of bets

Authorised betting event bookmakers may refuse or decline to accept any declared betting event bet at their sole and absolute discretion and for any reason whatsoever. Authorised betting event bookmakers are not required to state or provide any reasons for refusing or declining to accept any declared betting event bet.

3.1.10 Refunds

Except as specifically and expressly provided in these rules or required by law, no customer is entitled to any refund of or in respect of any amount of any declared betting event bet. This clause does not prevent authorised betting event bookmakers, in their sole and absolute discretion, refunding in whole or in part the amount of any declared betting event bet but any such refund or other payment which authorised betting event bookmakers, in their sole and absolute discretion, elect to make will be without prejudice and will not be binding on the authorised betting event bookmaker or create any precedent or entitlement in any other person or entitlement in respect of the same customer in respect of any other bet.

3.1.11 Price setting by authorised employees and agents

An authorised betting event bookmaker may delegate to duly authorised employees his or her power in respect to the setting of prices, acceptance or refusal of individual declared betting event bets and the recording of such bets and as to such other matters as the authorised betting event bookmaker may from time to time determine.

3.1.12 Postponement of payment of payouts

An authorised betting event bookmaker shall at all times retain the right to postpone the payment of payouts for reasons including verification of results, systems hardware or software malfunction, or in circumstances where fraudulent activity is suspected.

3.1 CASH BETS

3.2.1 Issue of tickets

An authorised betting event bookmaker shall issue a declared betting event betting ticket to a customer in the case of any declared betting event bet transacted by cash.

3.2.2 Betting ticket details

The declared betting event betting ticket shall include details of:

- (a) the amount of the declared betting event bet;
- (b) the selected outcome and the declared betting event to which the bet relates, and
- (c) the eligible payout due upon redemption of the declared betting event betting ticket should the selected outcome be declared a winner.

3.2.3 Betting tickets as a customer receipt

The declared betting event betting ticket represents acknowledgment by the authorised betting event bookmaker of receipt of the declared betting event bet in relation to which the declared betting event betting ticket is issued.

3.2.4 Cancellation of bets when no money tendered

The declared betting event betting ticket may be cancelled if the amount of the declared betting event bet is not paid for immediately after the declared betting event betting ticket is issued.

3.2.5 Betting ticket details as official record

The details of the amount of a declared betting event bet, the selected outcome, and the declared betting event to which the declared betting event bet relates recorded

on a declared betting event betting ticket issued by the authorised betting event bookmaker are taken to be the details of the declared betting event bet for which the declared betting event betting ticket is issued, even if those details differ in any respect from the details given by the customer making the declared betting event bet.

3.2.6 Cancellation of bets by customers

A customer who is issued with a declared betting event betting ticket that the customer claims is incorrect because it does not correctly reflect the details given by the customer when the declared betting event bet was made, is entitled to have that declared betting event bet cancelled but only if the authorised betting event bookmaker who issued the declared betting event betting ticket is satisfied that it is incorrect on the grounds so claimed. Having satisfied the authorised betting event bookmaker in these terms, the customer is entitled to:

- (a) have the declared betting event betting ticket re-issued by the authorised betting event bookmaker in accordance with the details so given, or
- (b) have the declared betting event betting ticket cancelled and the amount of the declared betting event bet refunded by the authorised betting event bookmaker.

3.2.7 Authorised betting event bookmaker cancellation periods

Any entitlement under clause 3.2.6 may only be exercised within the period of time applicable, prior to the close of betting on the relevant declared betting event, determined by the authorised betting event bookmaker from time to time.

3.2 TELEPHONE BETS

3.3.1 Recording of telephone bets

All transactions made by telephone are to be recorded by the authorised betting event bookmaker using a means approved by the Department. The details in the recording represent the primary evidence of the terms of the declared betting event bet.

3.3.2 Incomplete telephone conversations

In the event a telephone conversation between an authorised betting event bookmaker and a customer in which a declared betting event bet is being placed is interrupted for any reason (including a mobile telephone dropping out) prior to the conclusion of the conversation and hence is terminated prematurely, any declared betting event bets not confirmed are deemed not to have been entered into.

In such circumstances, it is the responsibility of the customer to contact the authorised betting event bookmaker promptly to ascertain the status of the transaction(s).

3.4 BETTING ACCOUNTS

3.4.1 Use of betting accounts

Except in the case of face-to-face betting on the day of a race meeting or at an approved auditorium, all declared betting event bets shall be transacted through a customer account maintained by an authorised betting event bookmaker and shall be properly recorded by the authorised betting event bookmaker using a means approved by the Department.

3.4.2 Provision of betting account balance

Prior to or at the conclusion of a declared betting event betting transaction, or a series of declared betting event betting transactions, an authorised betting event bookmaker shall state the current balance of the customer's account.

A customer may dispense with this requirement, either in general terms or with respect to a particular transaction. It is the responsibility of the customer to query the account balance promptly if there are grounds to believe that the balance may be incorrect.

3.4.2 Betting account statements

Upon receipt of a request from a customer, an authorised betting event bookmaker shall forward promptly a statement relating to a betting account held by the customer.

In the event a customer requests a statement with greater frequency than once per week with respect to a single betting account, an authorised betting event bookmaker is entitled to charge a nominal fee for the additional statements.

3.4.3 Overdrawn betting accounts

Where an amount has been incorrectly credited to a betting account or an incorrect amount has been credited to a betting account, an authorised betting event bookmaker:

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

3.4.4 Security over betting accounts

Authorised betting event bookmakers are to maintain sufficient security measures (eg. password, PIN) over betting accounts to minimise the risk of unauthorised use. However, it is the responsibility of individual customers to ensure confidentiality with respect to security measures and to notify the authorised betting event bookmaker in the event of concerns regarding a breach of security.

3.5 INTERNET BETTING

3.5.1 Customer to confirm declared betting event bet details

An approved Internet authorised betting event bookmaker may accept a declared betting event bet over the Internet provided the customer complies with the following:

- (a) A customer shall satisfy himself or herself that all details recorded on the Internet betting confirmation screen, including but not limited to the details in the declared betting event bet request, are correct.
- (b) A customer shall confirm the declared betting event bet request contained in the Internet betting confirmation screen by selecting the appropriate button on that screen.

3.5.2 Confirmation of declared betting event bet

- (a) Upon confirmation of the declared betting event bet by the customer in accordance with clause 3.5.1(b), the customer may not cancel, amend or replace the declared betting event bet.
- (b) The declared betting event bets contained in the request shall be accepted and confirmed by the authorised betting event bookmaker upon allocation by the authorised betting event bookmaker of a serial number to the declared betting event bets.
- (c) The authorised betting event bookmaker will take all reasonable endeavours to notify the customer of confirmation of the declared betting event bet by issuing to the customer an Internet betting receipt.
- (d) If the customer does not receive an Internet betting receipt in respect of a declared betting event bet, the customer may request a receipt by telephone or in writing and the authorised betting event bookmaker shall provide confirmation of the declared betting event bet.
- (e) If the customer receives an Internet betting receipt that does not match the declared betting event bet request confirmed by the customer, the customer may make a claim in relation to the declared betting event bet, provided such claim is rendered to the authorised betting event bookmaker within fourteen (14) days of the date of placing the declared betting event bet by the customer.

3.5.3 Customer to keep identity verification information confidential

The customer is responsible for ensuring that the customer's password, PIN and other pieces of personal information the authorised betting event bookmaker may use to verify the customers identity remain confidential.

3.5.4 Customer responsible for transactions relating to their accounts

The customer is responsible for transactions relating to his or her account. The authorised betting event bookmaker accepts no responsibility for disputed transactions made by the customer on his or her account.

3.5.5 Records of declared betting event bets

The records of the authorised betting event bookmaker shall be conclusive evidence of and deemed to be a true and correct record of all declared betting event bets made via the Internet. Computer printouts and other records provided by the customer shall not be accepted as evidence of declared betting event bets placed.

3.5.6 Internet betting access may be denied without notice

The authorised betting event bookmaker may cease to provide access to a customer to the web site of the authorised betting event bookmaker to place declared betting event bets via the Internet at anytime. This may be done without notice to the customer.

3.5.7 Customer to notify authorised betting event bookmaker of any changes to personal information

The customer warrants that all information provided by him or her on the web site of the authorised betting event bookmaker shall be true and correct and that he or she will immediately notify the authorised betting event bookmaker of any change to the information previously supplied.

3.5.8 Customer information supplied via the web site may be used by the authorised betting event bookmaker

The customer agrees to the use by the authorised betting event bookmaker of the information provided by the customer on the web site for any purpose relating to the

opening of an account, the activation of Internet access, the placement of declared betting event bets by the customer, for marketing purposes or as required by law.

3.5.9 Web site information may change without notice

The authorised betting event bookmaker may change the information or the format of the information on the web site of the authorised betting event bookmaker at any time without notice to the customer.

4 DECLARED BETTING EVENTS

4.1 Declared betting events

Authorised betting event bookmakers shall only accept declared betting event bets on declared betting events.

4.2 All-up and multiple declared betting event bets

All-up bets or bets involving two or more contingencies may be made across different declared betting events.

4.3 No requirement to quote on all potential outcomes or contingencies

4.3.1 Authorised betting event bookmakers may, in their sole and absolute discretion, determine the outcome or contingencies within a declared betting event or a form of betting on a declared betting event on which authorised betting event bookmakers will accept declared betting event bets or quote prices (including without limitation, whether an Outcome Not Quoted selection is offered).

4.3.2 Authorised betting event bookmakers are not required to accept declared betting event bets or quote prices on all potential outcomes or contingencies within a declared betting event or a form of betting on a declared betting event.

4.3.3 Authorised betting event bookmakers may, in their sole and absolute discretion, elect to accept declared betting event bets or quote prices on only some of the potential outcomes or contingencies within a declared betting event or a form of betting on a declared betting event. All declared betting event bets stand regardless of whether or not, at the time the relevant declared betting event bet was made or at any time prior or subsequent time, the authorised betting event bookmaker accepted, or was prepared to accept, bets or quoted prices on the outcome or contingency which ultimately occurred.

4.3.4 If an authorised betting event bookmaker elects not to list all potential outcomes or contingencies within a form of betting on a declared betting event, the authorised betting event bookmaker must clearly state that quotes are available on request for the remaining potential outcomes. Authorised betting event bookmakers must clearly and specifically state on price display screens that outcomes not listed may be successful.

4.3.5 Authorised betting event bookmakers may, in their absolute and sole discretion, at any time prior to the close of betting and without notification or reason:

- (a) elect not to accept declared betting event bets or cease to quote, or suspend quotation of, prices on a particular outcome or contingency in a declared betting event or a form of betting on a declared betting event;
- (b) commence or resume accepting declared betting event bets or quoting prices on a particular outcome or contingency in a declared betting event or a form of betting on a declared betting event; and
- (c) accept a declared betting event bet on a particular outcome or contingency in a declared betting event or a form of betting on a declared betting event notwithstanding that the authorised betting event bookmaker was not at the relevant time quoting prices on that outcome or contingency.

4.4 eSports – Contingencies to be disallowed where they result in micro-betting

A contingency for any eSport game will/may be disallowed where betting on that contingency, due to the nature of the game being played, becomes *micro-betting*.

Micro-betting involves the placement of bets having the following characteristics and circumstances:

- a) the placing, making, receiving or the acceptance of bets on particular events occurs during a session of a match or game
- b) the betting opportunity is repetitive, of a high frequency and is part of a structured component of the match or game (for example, point-by-point betting in a game of Counter Strike or Call of Duty)
- c) a bet is placed on one of a limited number of outcomes, although the number of possible outcomes may be more than two (for example, whether a shot or pass in a game of NBA 2K or Rocket League will miss)
- d) the time between placing a bet and knowing the outcome is very short (usually less than five minutes, excepting appeals, intervals and interruptions).

5. DETERMINATION OF RESULTS

5.1 General

Where the phrase “unless agreed otherwise by the authorised betting event bookmaker and customer at the time of making the declared betting event bet” appears in part 5 herein, the term “authorised betting event bookmaker” vicariously includes staff or agents of the authorised betting event bookmaker held out as being duly authorised.

5.1.1 All-in Basis

All declared betting event bets are made on an All-in basis except where:

- (a) some other basis is expressly and specifically agreed between a duly authorised officer of the authorised betting event bookmaker and the customer at the time of making the relevant declared betting event bet; or
- (b) an additional proviso applied by an Authorised betting event bookmakers to the relevant declared betting event bet in accordance with clause 1.4

expressly and specifically that the declared betting event bet is not made on an All-in Basis.

5.1.2 Determination of result

Unless agreed otherwise by the authorised betting event bookmaker and customer at the time of making the declared betting event bet, the final result shall take into account any extra time periods or match replay or any other contingency necessary to determine the winner. This clause is subject to clause 5.1.7 herein.

5.1.3 Line betting (points start)

Unless agreed otherwise by the authorised betting event bookmaker and customer at the time of making the declared betting event bet, where betting on the outcome of a declared betting event involves a points start (eg line betting on a particular match) such points start shall be set to half a point.

For the purposes of this clause, in the case of declared betting event bets involving a points start, the outcome of each declared betting event shall be determined including any extra time, replay or other contingency necessary to determine the official result, unless agreed otherwise by the authorised betting event bookmaker and customer at the time of making the declared betting event bet. This clause is subject to clause 5.1.6 and any declared betting event specific clauses in part 5.2 herein, where applicable.

5.1.4 Right of bookmaker to cease betting

An authorised betting event bookmaker may, at his or her sole and absolute discretion, cease or suspend betting on any declared betting event without reason or notification. All declared betting event bets accepted prior to the cessation or suspension of betting will be treated in accordance with these Rules.

5.1.5 Amount of Payout

The payout payable on any declared betting event bet shall be as agreed between an authorised betting event bookmaker and customer at the time of making the declared betting event bet. The payout quoted in telephone or electronic communications between the authorised betting event bookmaker and customer shall be deemed to be the payout agreed between the authorised betting event bookmaker and the customer, except in the case of error resulting from computer or other technical malfunction or where there is evidence of fraud.

If an authorised betting event bookmaker or customer becomes aware of such an error (or other event contemplated in this clause) prior to the conclusion of the relevant declared betting event(s), the authorised betting event bookmaker or customer is to use their best endeavours to notify the other party immediately and seek to have the matter resolved.

5.1.6 Postponement of a declared betting event

Where a declared betting event is postponed or is listed for replay and is not officially scheduled to be replayed or conducted within three (3) calendar days of the original scheduled completion date, the declared betting event shall be treated as abandoned and all declared betting event bets shall be refunded. This clause is subject to any declared betting event specific clauses in part 5.2 herein, where applicable.

5.1.7 Prices offered for tie, etc

This clause applies where a declared betting event results in a tie, draw or dead heat and prices are offered (within the relevant declared betting event betting market) on that declared betting event for a tie, draw or dead heat by the authorised betting event bookmaker with whom the declared betting event bet was made. In these circumstances, the outcome of the declared betting event shall be determined excluding any extra time, replay or other contingency necessary to determine an official result and any declared betting event bet for a result other than a tie, draw or dead heat will be deemed to have lost.

5.1.8 Prices not offered for tie, etc

Unless agreed otherwise by the authorised betting event bookmaker and customer at the time of making the declared betting event bet, if the result of a declared betting event is determined with joint winners or placegetters and a tie, draw or dead heat is not a form of betting offered (within the relevant declared betting event betting market) on that declared betting event by the authorised betting event bookmaker with whom the declared betting event bet was made, the revised payout payable shall be calculated by the following method:

- (i) divide the face value of the declared betting event betting ticket (the original payout) by the number of competitors involved in the tie, draw or dead heat, then
- (ii) multiply the figure obtained in 5.1.8 (i) by the number of official placings to be filled by the competitors figuring in the tie, draw or dead heat.

5.1.9 Multiple bets and tie, etc

Unless agreed otherwise by the authorised betting event bookmaker and customer at the time of making the declared betting event bet, and subject to clauses 5.1.7 and 5.1.8, in declared betting event bets involving more than one contingency or declared betting event:

- (a) if the selection in any of the contingencies or declared betting events loses, or is deemed to have lost, the whole of the declared betting event bet is lost;
- (b) if one or more of the contingencies or declared betting events results in a tie, draw or dead heat, the revised return for each leg shall be calculated by applying the method set out in clause 5.1.8 herein and the revised payout payable shall be the amount obtained as the product of the cumulative price applicable and the original stake;
- (c) where the declared betting event bet covers two or more declared betting events and one or more declared betting events is decided in the customer's favour but any remaining declared betting event is subsequently postponed and not officially scheduled to be replayed or conducted within three (3) calendar days of the original scheduled date, or any remaining declared betting event is abandoned, the revised payout shall be the amount obtained as the product of the cumulative price applicable (at the time the declared betting event bet was made) to the declared betting events decided in the customer's favour and the original stake.

5.1.10 Cancellation of declared betting event prior to commencement

Subject to clause 5.1.9 (c), if any declared betting event is cancelled prior to its commencement, or abandoned, all declared betting event bets relating to that declared betting event shall be refunded.

5.1.11 Reliance on official or podium positions

Unless agreed otherwise by the authorised betting event bookmaker and customer at the time of making the declared betting event bet, all declared betting event bets will be settled on the official or podium positions as per the adjudication of the relevant recognised governing body. Subsequent disqualification, promotion of competitors, or any other change is irrelevant for the purposes of determining the result of a declared betting event bet.

5.1.12 Scratchings where declared betting event subsequently postponed

Where a declared betting event bet is made on a competitor or team in a declared betting event and that competitor or team is scratched, withdrawn or disqualified from that event, and notwithstanding that event is subsequently postponed and unable to be replayed or conducted within three (3) calendar days, the bet shall stand and no refund will be payable.

5.1.13 Declared betting event bets placed after completion of relevant declared betting event

Any declared betting event bet placed after the completion of the declared betting event to which it relates is deemed void and is to be refunded to the customer. If this circumstance arises in the context of one or more legs of a multiple declared betting event bet, only the effected leg(s) of the declared betting event bet are deemed void.

5.1.14 Change of venue of declared betting event

Unless agreed otherwise by the authorised betting event bookmaker and customer at the time of making the declared betting event bet, in the event of a change to the venue of a declared betting event involving named competitors, all declared betting event bets relating to that event are deemed void and are to be refunded. If this circumstance arises in the context of one or more legs of a multiple declared betting event bet, only the affected leg(s) of the declared betting event bet is deemed void.

5.1.15 Payment of payouts for "outcomes not quoted"

For the payment of payouts, the "outcomes not quoted" selection is considered to be a single competitor, and accordingly can only be paid the equivalent of one payout, irrespective of the number of "outcomes not quoted" that would have achieved a payout if they were players that had prices quoted.

5.2 DECLARED EVENTS SPECIFIC

Unless agreed otherwise by the authorised betting event bookmaker and customer at the time of making the declared betting event bet, the clauses below apply to all declared betting event bets on the relevant sport or event. In determining the result of a declared betting event bet, if any inconsistency arises between a clause in part 5.2 relating to the sport or event on which the declared betting event bet was placed and a clause elsewhere in these Rules, the sport or event specific clause in part 5.2 prevails to the extent of any inconsistency.

5.2.1 Boxing

5.2.1.1 Where a contest is postponed (to the calendar day following or later) or a contestant is replaced by a substitute, such contest is deemed to be abandoned and all declared betting event bets are to be refunded.

5.2.1.2 Where, for any reason, the scheduled number of rounds in a contest is altered, all declared betting event bets on that contest are deemed void and are to be refunded.

5.2.1.3 Where, for any reason, a points decision is awarded before the full number of rounds is completed, declared betting event bets will be settled on the round in which the fight was stopped.

5.2.1.4 If a boxer fails to “answer the bell” signalling the commencement of the next round, the contest is deemed to have ended in the previous round.

5.2.2 Cricket

5.2.2.1 In the case of all types of cricket matches,

- (a) Unless at least one ball is bowled, all declared betting event bets on the match are deemed void and are to be refunded.
- (b) A player who officially retires for any reason other than injury is deemed to be out.
- (c) In the case of 'next batsman out' betting, declared betting event bets on a member of a batting partnership which remains intact at the end of an innings are deemed void and are to be refunded.
- (d) In the case of 'next batsman out' betting, a batsman who officially retires injured during the course of an innings is not considered out for declared betting event betting purposes. In such instances, declared betting event bets relating to the relevant batsman or pairing are deemed void and are to be refunded.
- (e) In the case of 'head-to-head' betting on the number of runs scored, unless both the relevant batsmen are at the wicket when at least one ball is bowled (but not necessarily at the same time) the relevant declared betting event bets are deemed void and are to be refunded.
- (f) A "Mankad" dismissal of a batsman is of similar effect to a dismissal by other means.
- (g) This clause is subject to any specific rulings by the relevant recognised governing body. In the case of betting on player, team or other type of performance over a series of matches (eg most wickets, most catches, most runs or number of catches) any runs, wickets or catches accumulated in matches that were abandoned shall count toward the relevant tallies at the end of the series.

5.2.2.2 A one-day cricket match means a cricket match so classified by the authorised betting event bookmaker with whom the declared betting event bet is made.

5.2.2.3 In the case of one-day and Twenty20 cricket matches only,

- (a) If a match is shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the result is that determined by the relevant recognised governing body under the relevant competition rules.

In the case of one-day cricket a minimum of 20 overs must be completed otherwise all bets not determined at the time the match is concluded are deemed void and are to be refunded.

In the case of Twenty20 matches a minimum of 5 overs must be completed otherwise all bets not determined at the time the match is concluded are deemed void and are to be refunded.

- (b) In the case of declared betting event betting on the highest scoring batsman (across both teams).
 - The successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for either team have faced a ball.
 - In the case of either or both innings being shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the batsman from either team scoring the most runs across the revised number of overs provided an official result is declared.
 - where a match is abandoned and/or no official result is declared, all declared betting event bets are deemed void and are to be refunded.

- (c) In the case of declared betting event betting on the highest scoring batsman in one team's innings:
 - The successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for that team have faced a ball.
 - In the case of an innings shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the batsman scoring the most runs across the revised number of overs provided an official result is declared.
 - If an official result is not declared, declared betting event bets are deemed void and will be refunded.

- (d) In the case of declared betting event betting on the highest wicket taking bowler for one team in an innings:
 - The successful outcome will be the bowler taking the most wickets, regardless of whether or not all the opposing team's wickets have fallen.
 - Unless at least one wicket is taken by a bowler during the relevant innings all declared betting event bets are deemed void and are to be refunded.
 - In the case of an innings shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the bowler taking the most wickets across the revised number of overs provided an official result is declared.
 - If an official result is not declared, declared betting event bets are deemed void and will be refunded.

- (e) In the case of declared betting event betting on the highest wicket taking bowler across both teams in a one-day match:
 - The successful outcome will be the bowler taking the most wickets, regardless of whether or not all wickets for either or both teams have fallen.
 - Unless at least one wicket is taken by a bowler during the match all declared betting event bets are deemed void and are to be refunded.
 - In the case of either or both innings being shortened by the relevant recognised governing body (due to weather, poor light or any other reason) the successful outcome will be the bowler from either team taking the most wickets across the revised number of overs provided an official result is declared.

- If an official result is not declared declared betting event bets are deemed void and will be refunded.
- (f) If play is postponed to a reserve day, any bets not decided - including (but not limited to) bets on the outcome of the match and declared betting event bets relating to any incomplete innings – are to be carried forward to the reserve day and determined in accordance with these rules.
- (g) In the case of declared betting event betting on the total number of runs scored by a team in an innings:
- The successful outcome will be the number of runs scored in that innings regardless of whether or not the innings is shortened by the relevant recognised governing body (due to weather, poor light or any other reason).
 - Where the innings is shortened by the relevant recognised governing body (due to weather, poor light or any other reason) to the extent that the match is abandoned with no official result declared, all declared betting event bets are deemed void and are to be refunded.
- (h) In the case of Twenty20 matches the outcome of any betting option, including match betting, excludes the super over unless otherwise stated.

5.2.2.4 In the case of cricket matches other than one-day matches,

- (a) In the case of declared betting event betting on the highest scoring batsman for one team in an innings match or series:
- the successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for that team have faced a ball,
 - unless at least one run is scored 'off the bat' by a batsman for that team during the relevant innings, match or series all declared betting event bets are deemed void and are to be refunded.
- (b) In the case of declared betting event betting on the highest scoring batsman across both teams in an innings match or series:
- the successful outcome will be the batsman scoring the most runs, irrespective of whether or not all batsmen for both teams have faced a ball,
 - unless at least one run is scored 'off the bat' by a batsman for either team during the relevant innings, match or series all declared betting event bets are deemed void and are to be refunded.
- (c) In the case of declared betting event betting on the highest wicket-taking bowler for one team in an innings, match or series:
- the successful outcome will be the bowler taking the most wickets, irrespective of whether or not all the opposing team's wickets have fallen,
 - unless at least one wicket is taken by a bowler during the relevant innings, match or series all declared betting event bets are deemed void and are to be refunded.
- (d) In the case of declared betting event betting on the highest wicket-taking bowler across both teams in an innings, match or series:

- the successful outcome will be the bowler taking the most wickets, regardless of whether or not all wickets have fallen,
 - unless at least one wicket is taken by any bowler during the relevant innings, match or series all declared betting event bets are deemed void and are to be refunded.
- (e) In the case of declared betting event betting on the total number of runs scored in an innings:
- the successful outcome will be the number of runs scored in that innings regardless of whether or not the innings is completed,
 - unless at least one ball is bowled in the innings all declared betting event bets are deemed void and are to be refunded.
- (f) In the case of test (and other non-limited overs) cricket:
- if the match is declared a "tie", all declared betting event bets to win on either team will be paid at half face value while declared betting event bets on the draw will be losers.

5.2.3 Golf

5.2.3.1(a) Where a tournament which is scheduled for seventy-two (72) holes is abandoned for any reason, if less than thirty-six (36) holes have been completed, all declared betting event bets on the outcome of the tournament are void and are to be refunded. If thirty-six (36) or more holes have been completed and an official result is declared by the relevant recognised governing body, all declared betting event bets stand and are to be determined in accordance with that official result. This clause is subject to clause 5.2.3.6.

(b) Where a tournament which is scheduled for ninety (90) holes is abandoned for any reason, if less than fifty-four (54) holes have been completed, all declared betting event bets on the outcome of the tournament are void and are to be refunded. If fifty-four (54) or more holes have been completed and an official result is declared by the relevant recognised governing body, all declared betting event bets stand and are to be determined in accordance with that official result. This clause is subject to clause 5.2.3.6.

5.2.3.2 Where a tournament which is scheduled for fewer than seventy-two (72) holes is abandoned, declared betting event bets on the outcome of the tournament are to be determined in accordance with the official result declared by the relevant recognized governing body.

5.2.3.3 Any play-off holes will be taken into account in determining the winner of a tournament. However, in the case of declared betting event bets for a place, clauses 5.1.8 and 5.1.9 herein will apply where there is a tie after completion of the set number of holes (subject to clauses 5.2.3.1 and 5.2.3.2 herein).

5.2.3.4 In the case of "group" betting:

- (a) Where all players in a group fail to complete the scheduled number of holes in an event, the winner of that group shall be the player who completes the most number of holes.
- (b) Where some of the players in a group fail to complete the scheduled number of holes in an event, the winner of that group shall be the player(s) among those who complete the most number of holes with the lowest score.

- (c) Where all players in a group complete the same number of holes, the winner will be the player with the lowest score (subject to clauses 5.2.3.1 and 5.2.3.2 herein).

5.2.3.5 This clause applies where a tournament is suspended on the direction of the relevant recognized governing body and no official result is declared under circumstances where the balance of the tournament is intended to be rescheduled. In such cases, all declared betting event bets not yet determined upon suspension of play are to be held in trust by the authorised betting event bookmaker until a result is declared by the relevant recognized governing body. In these circumstances, if a result is not declared within one month of the original scheduled commencement date, all declared betting event bets not yet determined are deemed void and are to be refunded. This clause is subject to clause 5.1.12.

5.2.3.6 In the event that a tournament is abandoned prior to completion of the scheduled number of holes any declared betting event bets placed after the point in the tournament where no further play occurred are deemed void and are to be refunded.

5.2.3.7 In the case of 2 or 3 ball (player) group betting over 18 holes, the winner will be the player with the lowest score after completion of the relevant 18 holes. Unless all players in the group complete the relevant 18 holes, declared betting event bets are deemed void and are to be refunded.

5.2.4 Motor Racing

5.2.4.1 In the case of individual races, in accordance with clause 5.1.11 herein, results will be determined based on the initial declaration of the official result of the race by the relevant recognised governing body.

The result will not be affected by any subsequent protests, processes or amendments to placings.

5.2.4.2 In the case of championships, in accordance with clause 5.1.11 herein, results will be determined based on the official points standings upon the initial declaration of the official result by the relevant recognised governing body of the final event for championship purposes. The championship result will not be affected by any subsequent protests, processes or amendments to placings.

5.2.4.3 In the case of individual races where the drivers for individual cars are not known 48 hours prior to the scheduled commencement time of the race, betting will be conducted on the winning car rather than the winning driver.

5.2.4.4 In the case of 'head-to-head' betting between two cars or two drivers, if either of the relevant cars or drivers fail to finish, the successful outcome will be determined in accordance with which car or driver completes the most laps. In the event that both cars or drivers are credited with completing the same number of laps dead heat rules apply (refer clauses 5.1.7 and 5.1.9 herein).

5.2.5 Rugby League

5.2.5.1 In the case of declared betting event bets on the first or next try scorer:

- (a) except in cases where the authorised betting event bookmaker with whom the declared betting event bet is placed offers prices for a penalty try within the relevant market, in the event that the first or next try

- awarded is a penalty try, relevant declared betting event bets will be determined on the basis of the try following; and
- (b) relevant declared betting event bets stand regardless of whether the player who is the subject of the declared betting event bet or any other player takes or leaves the field or is dismissed from the game.

5.2.5.2 In the case of declared betting event bets on the next scoring play:

- (a) except in cases where the authorised betting event bookmaker offers prices for a penalty try within the relevant market, in the event that the next scoring play is a penalty try the relevant declared betting event bet will be determined on the basis of the next scoring play; and
- (b) relevant declared betting event bets stand regardless of whether the player who is the subject of the declared betting event bet or any other player takes or leaves the field or is dismissed from the game.

5.2.6 Rugby Union

5.2.6.1 In the case of declared betting event bets on the first or next try scorer:

- (a) except in cases where the authorised betting event bookmaker with whom the declared betting event is placed offers prices for a penalty try within the relevant market, in the event that the first or next try awarded is a penalty try, relevant declared betting event bets will be determined on the basis of the try following; and
- (b) relevant declared betting event bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.

5.2.6.2 In the case of declared betting event bets on the next scoring play:

- (a) except in cases where the authorised betting event bookmaker offers prices for a penalty try within the relevant market, in the event that the next scoring play is a penalty try the relevant declared betting event bet will be determined on the basis of the next scoring play; and
- (b) relevant declared betting event bets stand regardless of whether the player who is the subject of the declared events bet or any other player takes or leaves the field or is dismissed from the game.

5.2.7 Soccer

5.2.7.1 If a soccer match is officially called-off prior to its scheduled completion and an official match result is not declared by the relevant recognized governing body, declared betting event bets not determined at the time the match is concluded are deemed void and are to be refunded. This does not apply to declared betting event bets already determined at the conclusion of the match, eg first goal scorer.

5.2.7.2 If a soccer match is officially called-off prior to its scheduled conclusion and an official match result is declared by the relevant recognized governing body, relevant declared betting event bets will be determined on that result. However, in these circumstances, declared betting event bets which are dependent upon the number of goals scored (including handicap bets) are void and are to be refunded.

5.2.7.3 Unless agreed otherwise by the authorised betting event bookmaker and customer at the time of making the declared betting event bet, the outcome of soccer matches is determined at the end of "normal time" (in most circumstances, ninety minutes plus injury time). Except in cases where an authorised betting event bookmaker offers prices for an own goal within the relevant market, if the first or next goal scorer is awarded an "own goal",

relevant declared betting event bets will be determined on the basis of the goal following.

5.2.8 Tennis

5.2.8.1 A tennis match is deemed to have commenced with the first serve.

5.2.8.2 If, for any reason, the scheduled number of sets is not completed, declared betting event bets not determined when the match is concluded are deemed void and are to be refunded. This is subject to clause 5.2.8.3 herein.

5.2.8.3 If, for any reason, a competitor or a doubles team withdraws, is disqualified or fails to complete a match after it has commenced, all single declared betting event bets on the match are deemed void and are to be refunded, while affected multiple declared betting event bets will be recalculated on the same basis as applying to the calculation of payouts in the case of postponed or abandoned declared betting events under Rule 5.1.9 (c).

5.2.8.4 Where, for any reason, the venue for a tennis match is changed but does not involve a change in the type of playing surface then Rule 5.1.14 does not apply.

5.2.9 Yachting

5.2.9.1 Where betting is conducted on 'line honours' or 'quinella', in accordance with clause 5.1.11, results will be determined based on the placings of the yachts as they cross the finish line. The result will not be affected by any subsequent protests, processes or amendments to placings.

5.2.9.2 Where betting is conducted on the handicap winner, results will be determined in accordance with clause 5.1.11.

5.2.10 Jockey Challenge

5.2.10.1 "Jockey Challenge" is betting on a jockey achieving the highest aggregate points scored in accordance with these rules for achieving a place in races conducted at a particular race meeting or over a racing carnival. A racing carnival shall include a series of race meetings as approved by Racing NSW.

5.2.10.2 Prior to commencement of declared betting event betting on this contingency, authorised betting event bookmakers will prepare a list of jockeys and opening prices. Other than when conducting group betting, the list will include an "any other" price option to cover any jockey who is not included in the original list. At all times the "any other" option shall be treated as one entity.

5.2.10.3 Authorised betting event bookmakers accepting bets on the Jockey Challenge at all times must display appropriate signage as approved by Racing NSW Stewards.

5.2.10.4 In the event of a race meeting being abandoned or postponed all declared betting event bets are void and moneys are to be refunded except as provided by 5.2.10.5 and 5.2.10.6.

5.2.10.5 In the event of a race meeting not being completed as originally programmed all declared betting event bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a jockey has an unassailable lead, in which case all declared betting event bets stand.

5.2.10.6 In the case of Jockey Challenge betting on a racing carnival should any of the programmed carnival race meetings not be completed in their entirety, all declared betting event bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a jockey has an unassailable lead, in which case all declared betting event bets stand.

5.2.10.7 No points shall be allocated in relation to a race scheduled to be conducted at a race meeting if that race is postponed to another race meeting, abandoned or declared a no race by the Stewards on the day of the race meeting.

5.2.10.8 The winner will be the jockey who has the most points accumulated at the end of the competition. Points will be accrued per race and calculated as follows:

- 3 points for a winning ride
- 2 points for a second placed ride
- 1 point for a third placed ride

Points will only be allocated to the jockey(s) who actually ride the winning or placed horse(s) in a race. Points will not be allocated to any rider who may have been engaged to ride a horse but was subsequently replaced by permission or direction of the Stewards. There will be no refunds of declared betting event bets should a jockey be replaced by another rider.

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

Dead Heat for a Win	Dead Heat for Second	Dead Heat for Third
Points	Points	Points
1 st - 2.5, 2.5	1 st - 3	1 st - 3
2 nd - 0	2 nd - 1.5, 1.5	2 nd - 2
3 rd - 1	3 rd - 0	3 rd - 0.5, 0.5

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

Triple Dead Heat for Win	Triple Dead Heat for Second	Triple Dead Heat for Third
Points	Points	Points
1 st - 2, 2, 2,	1 st - 3	1 st - 3
2 nd - 0	2 nd - 1, 1, 1	2 nd - 2
3 rd - 0	3 rd - 0	3 rd - 0.3, 0.3, 0.3

5.2.10.10 In the event of two or more jockeys being tied on the same number of points at the completion of the competition all successful declared betting event bets will be paid according to Bookmaker Declared events Betting Rule 5.1.8.

5.2.10.11 Allocated points will not be subject to change in the case of any future disqualification. Any disputation regarding the declared winner will be adjudicated by Racing NSW stewards whose decision shall be final.

5.2.10.12 Payment will be declared at the end of each race meeting or carnival, unless otherwise directed by the Stewards.

5.2.10.13 Any matter in respect to a Jockey challenge at a race meeting or a racing carnival not provided for in this Rule shall be determined by the Chairman of Racing NSW stewards.

5.2.11 Baseball

Where a nominated starting pitcher does not start a game, all declared betting event bets on that game are deemed void and are to be refunded unless agreed otherwise by the authorised betting event bookmaker and the customer at the time of placing the declared betting event bet.

5.2.12 Trainers Challenge

5.2.12.1 "Trainers Challenge" is betting on a trainer achieving the highest aggregate points scored in accordance with these rules for achieving a place in races conducted at a particular race meeting or over a racing carnival. A racing carnival shall include a series of race meetings as approved by Racing NSW.

5.2.12.2 Prior to commencement of declared betting event betting, an authorised betting event bookmaker will prepare a list of trainers and opening prices. Other than when conducting group betting, the list will include an "any other" price option to cover any trainer who is not included in the original list. At all times the "any other" option shall be treated as one entity.

5.2.12.3 In the event of a race meeting being abandoned or postponed all declared betting event bets are void and moneys are to be refunded except as provided by 5.2.12.4 and 5.2.12.5.

5.2.12.4 In the event of a race meeting not being completed as originally programmed all declared betting event bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a trainer has an unassailable lead, in which case all bets stand.

5.2.12.5 In the case of Trainers Challenge betting on a racing carnival should any of the programmed carnival race meetings not be completed in their entirety, all declared betting event bets shall be deemed void and moneys are to be refunded, except when it is determined by Racing NSW stewards that a trainer has an unassailable lead, in which case all bets stand.

5.2.12.6 No points shall be allocated in relation to a race scheduled to be conducted at a race meeting if that race is postponed to another race meeting, abandoned or declared a no race by the Stewards on the day of the race meeting.

5.2.12.7 The winner will be the trainer who has the most points accumulated at the end of the competition. Points will be accrued per race and calculated as follows:

- 3 points for training the winning runner
- 2 points for training the 2nd placed runner
- 1 point for training the 3rd placed runner

Points will only be allocated to the trainer who is officially listed as the trainer of the horse.

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

Dead Heat for a Win	Dead Heat for Second	Dead Heat for Third
Points	Points	Points
1 st - 2.5, 2.5	1 st - 3	1 st - 3
2 nd - 0	2 nd - 1.5, 1.5	2 nd - 2
3 rd - 1	3 rd - 0	3 rd - 0.5, 0.5

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

Triple Dead Heat for Win	Triple Dead Heat for Second	Triple Dead Heat for Third
Points	Points	Points
1 st - 2, 2, 2,	1 st - 3	1 st - 3
2 nd - 0	2 nd - 1, 1, 1	2 nd - 2
3 rd - 0	3 rd - 0	3 rd - 0.3, 0.3, 0.3

5.2.12.9 In the event of two or more trainers being tied on the same number of points at the completion of the competition all successful bets will be paid according to Bookmaker Declared Betting Events Betting Rule 5.1.8.

5.2.12.10 Allocated points will not be subject to change in the case of any future disqualification. Any disputation regarding the declared winner will be adjudicated by Racing NSW stewards whose decision shall be final.

5.2.12.11 Payment will be declared at the end of each race meeting or carnival, unless otherwise directed by the Stewards.

5.2.12.12 Any matter in respect to a Trainers Challenge at a race meeting or a racing carnival not provided for in these Rules shall be determined by the Chairman of Racing NSW stewards.

5.2.13 Election/political events

5.2.5.1 Election and/or political events can include local, national and international elections, inclusive of national events such as plebiscites or referendums.

5.2.5.2 Election events cannot include NSW State or Council elections where betting on this kind of event is otherwise prohibited by NSW legislation.

5.2.5.3 Election/political declared betting event bets are subject to the following conditions, in that they must:

- (a) meet community expectations;
- (b) not be offensive, distasteful, unsavoury or cause affront to public interest or standards;
- (c) be overseen by an established electoral authority (e.g. the Australian Electoral Commission) or political body/party;
- (d) have a clear outcome (contain no ambiguity in regard to the result);
- (e) have an integrity framework as part of the voting mechanism;
- (f) be able to be settled within four (4) years of the date it opens;
- (g) list the outcome of the event within five (5) days of the conclusion of the event;
- (h) have betting restrictions on candidates, campaign managers, electoral officials and others connected to the event, betting on the event;
- (i) if there is any doubt in relation to whether a market may be in poor taste/likely to offend, not open that market;
- (j) close any market following written direction from the Department.

5.2.14 Novelty events

5.2.14.1 Novelty events are a class of events that do not fall within the scope currently declared betting events in NSW and fall within any of the following categories:

- (a) entertainment;
- (b) current affairs;
- (c) weather;
- (d) music;
- (e) Hollywood and celebrity;
- (f) pageant; and
- (g) sports novelties.

5.2.14.2 Sports novelties are sports related markets that are not sporting events as defined by the Act.

5.2.14.3 Novelty declared betting event bets are subject to the following conditions, in that they must:

- (a) meet community expectations;
- (b) not be offensive, distasteful, unsavoury or cause affront to public interest or standards;
- (c) have a real-time outcome;
- (d) have an outcome that is certain and one that can be independently verified;
- (e) on request of the Department, have a third party verify the result (at the cost of the operator). If the market is unable to be verified, all wagers must be refunded;
- (f) where appropriate, have an integrity framework as part of the voting/judging mechanism;
- (g) be able to be settled within four (4) years of the date it opens;
- (h) list the outcome of the event within five (5) days of the conclusion of the event;
- (i) prohibit all individuals involved in the event from betting on the event;
- (j) if there is any doubt in relation to whether a market may be in poor taste/likely to offend, not open that market;
- (k) close any market following written direction from the Department.

6 MISCELLANEOUS

6.1 BETTING BY MINORS

6.1.1 Acceptance of bets

In accordance with section 16 of the *Unlawful Gambling Act 1998*, an authorised betting event bookmaker shall not:

- (a) open an account for or accept a declared betting event bet from any person whom he or she knows to be under the age of eighteen years, or
- (b) knowingly accept a declared betting event bet from any person on behalf of a minor.

6.1.2 Placement of bets

Any person under the age of eighteen (18) years shall not be entitled to place a declared betting event bet with an authorised betting event bookmaker.

6.2 DISCLAIMER

An authorised betting event bookmaker is not, except as otherwise expressly and specifically provided in these rules or required by law, liable to any person (including without limitation for any loss or damage suffered or claimed to have been suffered by a person) as a result of, or in any way arising out of or as a consequence of any of the following:

- (a) Inability to place or cancel a declared betting event bet on any declared betting event or form of betting on a declared betting event.
- (b) Inability to place or cancel a declared betting event bet on a particular outcome or contingency on any declared betting event or form of betting on a declared betting event.
- (c) The loss of a declared betting event betting ticket.
- (d) Any payment made to the bearer of a declared betting event betting ticket where a customer alleges that such payment was made to the wrong person.
- (e) Reliance upon any omission, inaccurate information or statement whether made by employees of the authorised betting event bookmaker, or by the electronic or print media, concerning any matter whatsoever relating to the customer or to the authorised betting event bookmaker or to any event, competitor, withdrawal or other matter whatsoever.
- (f) Any decision of the recognised governing body of the event or any referee or other official appointed to administer, supervise, referee or control a declared betting event (including without limitation any decision to impose, or not to impose, penalties or sanctions and the nature and extent of any such sanctions).
- (g) Any subsequent change to the result of a declared betting event after a result has been declared by the recognised governing body of that event in accordance with clause 5.1.11.
- (h) Unauthorised use of the customers account.
- (i) In the case of a cash declared betting event bet, failure by the customer to correct inaccurate or omitted declared betting event bet details recorded on a declared betting event betting ticket immediately upon issue of the declared betting event betting ticket.
- (j) In the case of a telephone declared betting event, failure by a customer to correct inaccurate or omitted declared betting event bet details when such details are called back to the customer by the authorised betting event bookmaker.
- (k) In case of an Internet declared betting event bet, where the customer has confirmed the declared betting event bet request in accordance with Rule 3.5.1(b).
- (l) In the case of an Internet declared betting event bet, use of, participation in or inability to obtain access to the web site for the purpose of making a declared betting event bet.
- (m) In the case of an Internet declared betting event, any loss or damage caused in the event that the computer of the customer becomes infected with a virus as a result of connecting to the web site of the authorised betting event bookmaker or by any technology failure whatsoever.
- (n) Access by the customer to web sites of any person via links from the web site of the authorised betting event bookmaker.
- (o) Any prices quoted by any source other than authorised staff of the authorised betting event bookmaker or any quoted prices which are no longer valid for betting purposes.
- (p) The failure, exclusion or refusal of any competitor, team or member of a team to start or complete a declared betting event.
- (q) The refusal or inability of the authorised betting event bookmaker, or authorised staff of the authorised betting event bookmaker to accept all or part of a declared betting event bet or to accept declared betting event bets on a particular outcome or contingency on any declared betting event or form of betting on a declared betting event.
- (r) The exercise by the authorised betting event bookmaker of any discretion conferred on the authorised betting event bookmaker under these Rules or the manner in which that discretion is exercised either generally or in particular circumstances.

6.3 LOST OR DESTROYED TICKETS

Claims for lost or destroyed declared betting event betting tickets are to be treated on the same basis as that applying to lost or destroyed tickets on racing events.

7 DISPUTES

7.1 COMPLAINTS

7.1.1 Complaints concerning records of telephone declared betting event bets

Within 14 days after making a telephone declared betting event bet or within such further time as the authorised betting event bookmaker may allow, a customer may lodge a written complaint with the authorised betting event bookmaker to the effect:

- (a) that the details of the declared betting event bet given by the customer when making the declared betting event bet were incorrectly recorded; and
- (b) that the customer has suffered loss as a result of the error.

If, after investigating the complaint, the authorised betting event bookmaker is satisfied:

- (i) that the complaint is justified; and
- (ii) that the error complained of was due to the negligence or wilful default of any authorised betting event bookmaker, the authorised betting event bookmaker must make any appropriate alteration to the record and must refund such amount or pay such payout to the complainant as the authorised betting event bookmaker considers to be just and reasonable.

7.2 ENFORCEABILITY

7.2.1 Enforceability of authorised betting event bookmaker decisions

The decision of an authorised betting event bookmaker upon:

- (a) any question or dispute as to the amount of payout calculated in respect of any declared betting event betting ticket or declared betting event bet, or
 - (b) any question as to the validity of any declared betting event betting ticket as to any forgery or alteration thereof, or tampering therewith,
- subject to part 7.3 shall be final and conclusive.

7.3 RESOLUTION OF DISPUTES

7.3.1 Declared Betting Events Betting Disputes Panel

There shall be a Declared Betting Events Betting Disputes Panel, the members of which are to be appointed by the Minister.

7.3.2 Matters referable to Declared Betting Events Betting Disputes Panel

In the event of:

- (b) any circumstance arising which is not provided for in the Act or by these Rules, or
- (c) a dispute between an authorised betting event bookmaker and a customer as to the interpretation of these Rules,

which relates to the outcome of a declared betting event, a customer or an authorised betting event bookmaker may refer the matter to the Declared Betting Events Betting Disputes Panel.

7.3.3. Prior attempt at resolution

Prior to referring any matter to the Declared Betting Events Betting Disputes Panel, a customer shall endeavour to resolve the matter directly with the relevant authorised betting event bookmaker.

7.3.4 Time frame for references to Declared Betting Events Betting Dispute Panel

References to the Declared Betting Events Betting Disputes Panel shall be within twenty-eight (28) days of the date of completion of the declared betting event to which the disputed declared betting event bet relates.

7.3.5 Contact point for Declared Betting Events Betting Disputes Panel

References to the Declared Betting Events Betting Disputes Panel shall be directed to the Secretary of the Panel, by contacting:

Declared Betting Events Betting Dispute Panel
Liquor & Gaming NSW
GPO Box 7060
Sydney NSW 2001

1300 024 720 (Monday to Friday 9.00am to 4.00pm)

Or via the online form which can be found at:

<https://www.liquorandgaming.nsw.gov.au/Pages/contact-us.aspx>

Professional Standards Act 1994

Notification pursuant to section 32

Pursuant to section 32(2) of the *Professional Standards Act 1994*, I hereby extend the period for which the *Law Institute of Victoria Limited Scheme* is in force in New South Wales to 30 June 2022.

KEVIN ANDERSON, MP
Minister for Better Regulation and Innovation

LAW INSTITUTE OF VICTORIA LIMITED SCHEME
Professional Standards Act 2003 (Vic)

PREAMBLE

- A. The Law Institute of Victoria Limited (“the LIV”) is a voluntary occupational association for legal practitioners (solicitors) in Victoria.
- B. The LIV has made an application to the Professional Standards Council (“Council”), appointed under the *Professional Standards Act 2003 (Vic)* (“the Act”) for approval of a scheme under the Act, and this document comprises the scheme (“the Scheme”).
- C. The Scheme has been prepared by the LIV for the purposes of limiting Occupational Liability of Participating Members to the extent to which such liability may be limited under the Act.
- D. The Scheme is to apply to all Participating Members.
- E. The LIV has furnished the Council with a risk management program intended to be implemented in respect of its Participating Members and the means by which those strategies are intended to be implemented.
- F. The Scheme is intended to remain in force for a period of five (5) years from its commencement, subject to s34 of the Act
- G. The Scheme commences on 1 July 2016.

LAW INSTITUTE OF VICTORIA SCHEME

1. Preparation of the Scheme

- 1.1. This Scheme is a scheme under the Act prepared by the LIV, whose business address is 470 Bourke Street, Melbourne, Victoria.
- 1.2. The Scheme is intended to operate as a scheme of Victoria, New South Wales, Queensland, South Australia, Western Australia, the Northern Territory and the Australian Capital Territory.
- 1.3. Relevant definitions for the purpose of this Scheme are as follows:
 - “Australian Practising Certificate” has the same meaning as it has in the Legal Uniform Law (Victoria)¹;
 - “Corporate Legal Practitioner” has the same meaning as it has in the Legal Profession Uniform Law (Victoria)²;
 - “Court” has the same meaning as it has in the Act;
 - “Damages” has the same meaning as it has in the Act;

¹ Refer Legal Profession Uniform Law Application Act 2014 s4

² Refer Legal Profession Uniform Law Application Act 2014 s4

“Financial Year” means a financial accounting period ending 30 June;

“Full Member” means an Australian legal practitioner who is a full member of the Law Institute of Victoria;

“Government Legal Practitioner” has the same meaning as it has in the Legal Profession Uniform Law (Victoria)³;

“Incorporated Legal Practice” means an incorporated legal practice within the meaning of the Legal Profession Uniform Law (Victoria) that is a member of the Law Institute of Victoria⁴;

“Law Practice” has the same meaning as it has in the Legal Profession Uniform Law (Victoria)⁵;

“Legal Services” has the same meaning as it has in the Legal Profession Uniform Law (Victoria)⁶;

“Occupational Liability” has the same meaning as it has in the Act⁷;

“Participating Members” means those persons specified in clause 2.1 of the Scheme;

“Principal” has the same meaning as it has in the Legal Profession Uniform Law (Victoria)⁸;

“Relevant Time” means the time at which an act or omission in relation to the provision of legal services occurred, upon which a cause of action was founded; and

“Total Annual Fee Income” means the amount charged during a Financial Year for services provided by or on behalf of a Law Practice some of whose members are Participating Members.

2. Persons to whom the Scheme applies

2.1. The Scheme applies to:

2.1.1. Full Members who hold a current Australian Practising Certificate who are not excluded or exempted under clauses 2.2. or 2.3. of the Scheme;

2.1.2. Incorporated Legal Practices;

2.1.3. all persons to whom, by virtue of sections 20, 21 or 22 of the Act⁹, the Scheme applies;

³ Refer Legal Profession Uniform Law Application Act 2014 s4

⁴ Refer Legal Profession Uniform Law Application Act 2014 s4

⁵ Refer Legal Profession Uniform Law Application Act 2014 s4

⁶ Refer legal Profession Uniform Law Application Act 2014 s4

⁷ Refer Legal Profession Uniform Law Application Act 2014 s4

⁸ Refer *Legal Profession Uniform Law Application Act, 2014, (Vic)*

⁹ Sections 20 and 21 of the Act provide that if the Scheme applies to a body corporate, the Scheme also applies to each officer of the body corporate and if the Scheme applies to a person, the Scheme also applies to each partner of a person, and if the Scheme applies to a person, the Scheme also applies to each employee of that person, provided that if such officer of the corporation or partner of the person or employee of the person is entitled to be a member of the same occupational association, such officer, partner or employee is a member of

- 2.1.4. all persons to whom clause 2.1.1. applied at the Relevant Time but no longer applies;
 - 2.1.5. all corporations to which clause 2.1.2. applied at the Relevant Time but no longer applies;
 - 2.1.6. all persons to whom clause 2.1.3 applied at the Relevant Time but no longer applies.
- 2.2. Despite clause 2.1, the Scheme does not apply to a Corporate Legal Practitioner or to a Government Legal Practitioner.
- 2.3 A person or corporation referred to in clause 2.1 may, on application, be exempted from participation in the Scheme by the LIV. This clause does not apply to persons to whom the Scheme applies by virtue of sections 20 or 21 of the Act.

3. Limitation of liability

- 3.1. The Scheme limits the Occupational Liability of a Participating Member for Damages¹⁰:
- 3.1.1 arising from a single claim founded on the act or omission in relation to the provision of legal services; and
 - 3.1.2. to the extent those Damages exceed \$1.5 million for Participating Members in Class 1 or Class 2 of the table in clause 3.3, or as the case may be, \$10 million for Participating Members in Class 3 or Class 4 of the table in clause 3.3.
 - 3.1.3. the Scheme does not limit liability in respect of damages arising from the death of or personal injury to a person, any negligence or other fault of an Australian legal practitioner in acting for a client in a personal injury claim; a breach of trust or fraud or dishonesty or matters which may be the subject of proceedings under s110 of the *Transfer of Land Act 1958* (Vic).
- 3.2. If a Participating Member against whom a claim relating to Occupational Liability is brought, is able to satisfy the Court that –
- 3.2.1 the Participating Member has the benefit of an insurance policy or policies insuring him or her against the Occupational Liability to which the claim relates; and
 - 3.2.2 the amount payable under the policy or policies in respect of that Occupational Liability¹¹ is not less than the amount of the monetary ceiling (maximum amount

the occupational association. Section 22 provides that the Scheme also applies to other persons prescribed by the regulations for the purposes of s 31(4) as being associated with persons to whom a scheme applies.

¹⁰ Damages as defined in section 4 of the Act means:

- a. damages awarded in respect of a claim or counter-claim or by way of set-off; or
- b. costs in or in relation to the proceedings ordered to be paid in connection with such an award (other than costs incurred in enforcing a judgment or incurred on an appeal made by a defendant); or
- c. any interest payable on the amount of those damages or costs.

¹¹ Section 4(2) of the Act provides that a reference in the Act 'to the amount payable under an insurance policy in respect of an occupational liability includes a reference to -

of liability) specified in the third column of the table in clause 3.3 as applying to such Participating Member to which the cause of action relates –

the Participating Member is not liable in Damages in relation to that claim above the amount of that monetary ceiling.

3.3 The monetary ceiling applicable for the purposes of limitation of liability under the Scheme at the Relevant Time is to be determined according to the table below –

Class	Description	Monetary ceiling
1	Participating Members who were at the Relevant Time in a Law Practice consisting of up to and including 20 Principals and where the Law Practice generated Total Annual Fee Income for the Financial Year at the Relevant Time up to and including \$10 million.	\$1.5 million
2	Any Participating Member which was at the Relevant Time an Incorporated Legal Practice consisting of up to and including 20 Principals and where the Law Practice generated Total Annual Fee Income for the Financial Year at the Relevant Time up to and including \$10 million.	\$1.5 million
3	(a) Participating Members who were at the Relevant Time in a Law Practice consisting of greater than 20 Principals; or (b) Participating Members who were at the Relevant Time in a Law Practice where the Law Practice generated Total Annual Fee Income for the Financial Year at the Relevant Time greater than \$10 million.	\$10 million
4	(a) Any Participating Member which was at the Relevant Time an Incorporated Legal Practice consisting of greater than 20 Principals; or (b) Any Participating Member which was at the Relevant Time a Law Practice where the Law Practice generated Total Annual Fee Income for the Financial Year at the Relevant Time greater than \$10 million.	\$10 million

3.4 Notwithstanding anything to the contrary contained in this scheme if, in particular circumstances giving rise to occupational liability, the liability of any person who is subject to this scheme should be capped both by this scheme and also by any other scheme under professional standards legislation (whether of this jurisdiction or under the law of any other Australian state or territory) and, if the amount of such caps should

‘defence costs payable in respect of a claim, or notification that may lead to a claim (other than reimbursement of the defendant for the time spent in relation to the claim), but only if those costs are payable out of the one sum insured under the policy in respect of the occupational liability; and the amount payable under or in relation to the policy by way of excess’.
However, see also section 28A of the Act and its note, which has the effect that s 4(2) does not reduce the cap on the liability of the Participating Member to the client.

differ, then the cap on the liability of such person arising from such circumstances which is higher shall be the applicable cap.

4. Conferral of discretionary authority

- 4.1 The LIV has discretionary authority, on application by a Participating Member, to specify in relation to the Participating Member, a higher maximum amount of liability (monetary ceiling) than would otherwise apply under the Scheme in relation to him, her or it either in all cases or in any specified case or class of case.
- 4.2 If, in the exercise of its discretion under clause 4.1, the LIV has specified a higher maximum amount of liability (monetary ceiling) than would otherwise apply under the Scheme in relation to a Participating Member, the maximum amount of liability (monetary ceiling) in relation to that Participating Member is that higher maximum amount.

5. Duration

- 5.1. The Scheme is intended to remain in force for a period of five (5) years from its commencement, subject to s34 of the Act.

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 name:

Putt Putt Park for a reserve located between Wykoff Lane and Victoria Road, in Melrose Park, Parramatta LGA.

The position and extent for this feature is recorded and shown within the Geographical Names Register of New South Wales. The proposal can be viewed and submissions lodged on the Geographical Names Board website at www.gnb.nsw.gov.au from 8 June to 8 July 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

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 name:

Bucholtz Park for a reserve located at 6 Joseph Place, Bombira.

The position and extent for this feature is recorded and shown within the Geographical Names Register of New South Wales. The proposal can be viewed and submissions lodged on the Geographical Names Board website at www.gnb.nsw.gov.au from 8 June to 8 July 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

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 name:

Charles Hamey Lookout for a lookout located within Kattang Nature Reserve, in the suburb of Camden Head, Port Macquarie-Hastings LGA.

The position and extent for this feature is recorded and shown within the Geographical Names Register of New South Wales. The proposal can be viewed and submissions lodged on the Geographical Names Board website at www.gnb.nsw.gov.au from 9 June to 9 July 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

GEOGRAPHICAL NAMES ACT 1966

PURSUANT to the provisions of Section 10 of the *Geographical Names Act 1966*, the Geographical Names Board has this day assigned the name listed hereunder as a geographical name.

Boongaree for a reserve located on the corner of Woodgate Mountain Road and North Street, Berry, Shoalhaven LGA.

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 10 of the Geographical Names Act 1966, the Geographical Names Board has this day assigned the name listed hereunder as a geographical name.

Whiteman Park for a reserve located approximately 400m north-west from the Dransfield Drive and Brahma Street intersection, in the suburb of Oran Park.

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

Anti-Discrimination Act 1977

EXEMPTION ORDER

Under the provisions of section 126 of the *Anti-Discrimination Act 1977* (NSW), an exemption is given from sections 25, 31A and 51 of the *Anti-Discrimination Act 1977* (NSW) to Macquarie University to offer, advertise and facilitate scholarships and fellowships to women in the fields of science, technology, engineering, mathematics and medicine.

This exemption will remain in force for 10 years.

Dated this 10th day of June 2021

Jackie Lyne
Manager, Governance & Advice
Delegate of the President
Anti-Discrimination NSW

Anti-Discrimination Act 1977

EXEMPTION ORDER

Under the provisions of section 126 of the *Anti-Discrimination Act 1977* (NSW), an exemption is given from sections 8 and 51 of the *Anti-Discrimination Act 1977* (NSW) to ThoughtWorks Australia Pty Ltd to advertise and recruit positions for Aboriginal and Torres Strait Islander persons only, in pursuance of its goal of a 50% workforce participation rate in its First Nations Delivery Centre program and a 3% overall workforce participation rate.

This exemption will remain in force for 5 years.

Dated this 10th day of June 2021

Jackie Lyne
Manager, Governance & Advice
Delegate of the President
Anti-Discrimination NSW