



# *Government Gazette*

of the State of

New South Wales

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Friday, 7 June 2024**

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## ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of registration pursuant to section 80

TAKE NOTICE that **RAINBOW FAMILIES INCORPORATED - INC1600498** became registered under the Corporations Act 2001 as **RAINBOW FAMILIES AUSTRALIA LIMITED - ACN 677 564 233** a company limited by guarantee, on 23 May 2024, and accordingly its registration under the Associations Incorporation Act 2009 is cancelled as of that date.

Christine Raglus  
Delegate of the Commissioner,  
NSW Fair Trading  
30 May 2024



## 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 and 51 of the *Anti-Discrimination Act 1977* (NSW) to Cooperative Rabobank U.A. to run leadership, career development and mentoring programs and initiatives for women only, for its IGNITE program.

This exemption will remain in force for 10 years.

Date: 31 May 2024

A handwritten signature in black ink, appearing to read "Jackie Lyne".

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

## GEOGRAPHICAL NAMES ACT 1966

### Notice of proposal to amend address locality boundaries in Campbelltown Local Government Area

PURSUANT to the provisions of Section 8 of the *Geographical Names Act 1966*, the Geographical Names Board hereby notifies that it proposes to amend the existing address locality boundaries of Eschol Park and Eagle Vale as shown on map GNB 4174-6A.

The position and extent for these features is recorded and shown within the Geographical Names Register of New South Wales. The map GNB 4174-6A can be viewed and submissions lodged on the Geographical Names Board website at [www.gnb.nsw.gov.au](http://www.gnb.nsw.gov.au) from 7 June to 7 July 2024.

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:

***Hanging Rock Creek*** for a creek rising in Barkers Vale running south to Websters Creek in Cawongla, Kyogle LGA. This portion is currently named Leycester Creek.

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](http://www.gnb.nsw.gov.au) from 6 May to 3 July 2024. 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

**TOTALIZATOR ACT 1997**

**AMENDMENT TO THE TAB LIMITED FIXED PRICE RACING BETTING RULES**

I, Tarek Barakat, Deputy Secretary – Hospitality & Racing Group, pursuant to section 54(1) of the *Totalizator Act 1997* (hereafter referred to as the Act) **DO HEREBY APPROVE**, under delegation of the Minister for Gaming & Racing pursuant to section 115 of the Act, the TAB Limited Fixed Price Racing Betting Rules, as annexed to this instrument, effective 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 3rd day of June 2024.



**Tarek Barakat** )  
Deputy Secretary – Hospitality & Racing Group )

# **TAB LIMITED FIXED PRICE RACING BETTING RULES**

## **1. PRELIMINARY**

## **2. DEFINITIONS**

## **3. TRANSACTIONS**

- 3.1 General
- 3.2 Cash Bets
- 3.3 Telephone Bets, Internet and other electronic betting
- 3.4 Betting Accounts
- 3.5 Betting Vouchers

## **4. FIXED PRICE RACING BETTING**

## **5. RESULTS AND REFUNDS**

- 5.1 Results
- 5.2 Protests
- 5.3 Payouts
- 5.4 Postponements

## **6. MULTI BETS**

- 6.1 Events to which multi bets relate
- 6.2 Payout on multi bets

## **7. MISCELLANEOUS**

## **8. DISPUTES**

### **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**

The result of a fixed price racing event bet (on a race or combination of races) will be settled pursuant to:

- a) the official placings as per the adjudication of the judges, stewards or other representatives of the relevant recognised governing body or club; or
- b) the terms of any promotion conducted by TAB on that fixed price racing event.

If the results from (a) and (b) differ, TAB will pay on both results to the extent of any inconsistency.

### **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.

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### 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

<b>Price Range</b>	<b>Win Deductions (Cents in dollar)</b>	<b>Place Deductions (3 place dividends)</b>	<b>Place Deductions (2 place dividends)</b>
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

<b>Price Range</b>	<b>Win Deductions (Cents in dollar)</b>	<b>Place Deductions (3 place dividends)</b>	<b>Place Deductions (2 place dividends)</b>
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 76

TAKE NOTICE that the registration of the following associations is cancelled by this notice pursuant to section 76 of the Associations Incorporation Act 2009.

A.C.E.A. AUSTRALIAN CHINESE ENGINEERS ASSOCIATION INCORPORATED	Y2549604
AUSTRALIA-CHINA YOUTH & STUDENT INCORPORATED	INC1500126
BHAKTI GYAN SATSANG ROMAYAN MANDALI INCORPORATED	INC1500603
CAS-COORDINAMENTO ASSOCIAZIONI SICILIANE DEL NSW INCORPORATED	INC9876746
COMBINED PENSIONERS AND SUPERANNUANTS ASSOCIATION LISMORE INCORPORATED	Y2764307
LIGHTNING RIDGE PRE-SCHOOL CENTRE INC	Y0307305
RIVERS OF JOY EVANGELICAL MINISTRIES INCORPORATED	INC1500208
SOUTHERN HIGHLANDS RENAL APPEAL INCORPORATED	INC9877753
SOUTHERN SUDANESE COMMUNITY & OTHER MARGANILISED AREAS ASSOCIATION INCORPORATED	INC9881577
THE RWANDANS COMMUNITY OF NSW INCORPORATED	INC9891743

Cancellation is effective as at the date of gazettal.

Dated this 4<sup>th</sup> day of June 2024.

Diane Duggan  
Delegate of the Commissioner  
NSW Fair Trading

## ASSOCIATIONS INCORPORATION ACT 2009

### Cancellation of Registration pursuant to Section 74

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

BIG ONES LITTLE ONES INCORPORATED	INC1301106
FRIENDS OF ALL SAINTS' CATHEDRAL BATHURST INCORPORATED	INC9881744
MUTUAL NETWORKING INCORPORATED	INC9883719
PORTLAND SPORT AND RECREATION CLUB INCORPORATED	INC1401677
TALLWOODS GOLF CLUB INCORPORATED	INC1700146

Cancellation is effective as at the date of gazettal.

Dated this 7th day of June 2024.

Diane Duggan  
Delegate of the Commissioner

NSW Fair Trading





## 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 Hunter Medical Research Institute to advertise, designate and recruit up to 5 positions for Aboriginal and/or Torres Strait Islander persons only.

This exemption will remain in force for 5 years.

Date: 5 June 2024

A handwritten signature in black ink, appearing to read "Jackie Lyne".

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, 17 and 51 of the *Anti-Discrimination Act 1977* (NSW) to Macquarie University to advertise, facilitate and offer programs and opportunities targeted to improve the educational and employment prospect of Aboriginal and Torres Strait Islander persons across all its disciplines, including but not limited to, educational support programs, scholarships, awards for academic excellence and contribution to culture on campus, work-integrated internships, placements, International Indigenous exchange programs, fellowships, and bursaries to facilitate participation in these activities.

This exemption will remain in force for 10 years.

Date: 3 June 2024

A handwritten signature in black ink, appearing to read "Jackie Lyne".

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

adbcontact@justice.nsw.gov.au | Locked Bag 5000, Parramatta NSW 2124  
Phone: 02 9268 5555 | Free call: 1800 670 812  
[antidiscrimination.nsw.gov.au](http://antidiscrimination.nsw.gov.au)