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RACING AND WAGERING WESTERN AUSTRALIA ACT 2003

**RACING AND WAGERING
WESTERN AUSTRALIA
(ADOPTED TABCORP BETTING
RULES) NOTICE 2008**

RACING AND WAGERING WESTERN AUSTRALIA ACT 2003**RACING AND WAGERING WESTERN AUSTRALIA (ADOPTED
TABCORP BETTING RULES) NOTICE 2008**

Made by Racing and Wagering Western Australia under section 59(6)(c) of the Act.

1. Citation

This notice is the *Racing and Wagering Western Australia (Adopted TABCORP Betting Rules Notice 2008)*.

2. Interpretation

In this notice—

“**the Act**” means the *Racing and Wagering Western Australia Act 2003*;

“**the Rules**” means the rules described in clause 3, adopted by Racing and Wagering Western Australia.

3. Rules adopted under section 59(4) of the Act

(1) In a meeting held on 21 February 2005 and a further meeting held on 26 April 2005, Racing and Wagering Western Australia resolved to adopt and operate under rules relating to a combined totalisator scheme in accordance with section 59(4) of the Act.

(2) A copy of the rules adopted was published for public information in the *Gazette* of 7 July 2005 at pp. 3095-3156.

(3) Further amendments to those rules were adopted subsequently, and those further amendments were published for public information in the *Gazette* of—

- (i) 23 August 2005 at p. 3909-3915;
- (ii) 13 December 2005 at p. 5985-5988 and
- (iii) 7 September 2007 at p. 4559-4560
- (iv) 15 April 2008 at p. 1472-1473

4. Changes to Rules published for public information (section 59(6)(c) of the Act

(1) Further amendments to the Rules were adopted by resolution of the Board dated 28 July 2010.

(2) Those further amendments to the Rules are published in the Schedule to this notice for public information, as required by section 59(6)(c) of the Act.

Schedule 1—Amendments to Adopted Rules

These amendments include a large number of administrative, formatting and numbering amendments and introduce rules providing for guest pooling into foreign jurisdictions, pay TV betting services, new wagering product Big 6 and changes to the definitions of major dividends.

Given the large volume of amendments, the current TABCorp Rules of Betting have been adopted in full with those rules not adopted being redacted.

RULES RELATING TO BETTING TRANSACTIONS IN VICTORIA

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1. INTERPRETATION

1.1. In these rules, if not otherwise inconsistent with the context—

- “**Account**” means a facility that allows an identified Investor to establish a Credit Balance to be used for betting purposes and the credit of winnings and which allows deposits and withdrawals.
- “**Account Card**” means a card or such other like device as may be used by an Investor to access an Account.
- “**Account Number**” means the number provided to the Investor, and which allows the Investor to place Investments via the Internet.
- “**Act**” means the Gambling Regulation Act 2003 (Victoria), and regulations made thereunder, as the same may be amended from time to time, and any successor legislation and regulations which may be made from time to time for the regulation of Totalisator operations in Victoria.
- “**Advertised Starting Time**” means the starting time of an Event as advised and or displayed from time to time by the Betting Operator or by the Controlling Body.
- “**Betting Account**” means an Account which can be used by an Investor to make a Betting Account Investment.
- “**Betting Account Centre**” means a Betting Account Centre of the Betting Operator.
- “**Betting Account Investment**” means an Investment made against a Betting Account.
- “**Betting Operator**” means the operator of the wagering licence pursuant to the Act.
- “**Betting Voucher**” means a betting voucher issued by the Betting Operator.
- “**Bet Types**” means the types of Investment more particularly described in Rule 3.7.
- “**Card**” means a card or such other like device as may be used by an Investor to place an Investment.
- “**Cash Outlet**” means any office at which the Betting Operator receives cash investments direct from the public.
- “**Club**” means a racing club, harness racing or greyhound racing club.
- “**Commission**” means the statutory deduction under the Act to be deducted from the amount paid into a Totalisator and expressed as the maximum commission percentage to be deducted for each bet type, including the International Pooled Bet type in the Totalisator Maximum Commission Deductions and Win Rates Table as referred to in appendix A.
- “**Competitor**” means any person, team, animal or object that is a competitor in any Event upon which the Betting Operator is accepting Investments and includes a contestant.
- “**Controlling Body**” means the body or authority controlling the conduct of the Event upon which a Totalisator is operating.
- “**Credit Balance**” means the monetary value attributed to an Account or Card from time to time comprising the amount deposited to open the Account or to purchase the Card together with the value of all monetary winnings and deposits credited to the Account or Card less the value of all bets and withdrawals debited to the Account or Card.
- “**Dividend**” means the amount declared to be payable in respect of any Event and includes the unit of investment.
- “**Double**” means the Daily Double, Feature Double, and Running Double Bet Types.
- “**Enhanced Pay TV Betting Service**” means a betting service operated by the Betting Operator via a Pay TV service provider which receives Investments.
- “**Event**” means a race, match, game, round, fight, exercise, sport or sporting competition or any part or parts thereof or contingency nominated by the Betting Operator as being available for selection.
- “**Field**” means a Selection that denotes all Competitors in an Event at the time the Investment is placed.
- “**Flexi Bet**” means a bet on a type of totalisator as described in Rule 3.5 where the amount of the investment on each combination covered by the bet is a percentage of the unit of Investment.
- “**Flexi Bet Enabled**” means a Flexi Bet on Trifecta, First 4, Quaddie, or BIG6
- “**Form Guide**” Not Adopted
- “**Formula Number**” denotes the number of Events in which the Selections in a Parlayed Investment must result in a Dividend or Refund in order for the Parlay Investment to be successful. An Investment is known as “All-Up” when the Formula Number is the same as the number of Events selected.

- “International Pooled Bet”** means an Investment on a bet type as described in Rule 3.7 and placed on an event conducted in a foreign jurisdiction and where the Betting Operator accepts the Investment and transmits the Investment for inclusion in the totalisator pool conducted by an operator in a foreign jurisdiction for the purpose of calculating a dividend.
- “Internet Betting Confirmation Screen”** means the screen seeking confirmation from the Investor that the details that the Investor has entered are correct.
- “Internet Betting Receipt”** means the acknowledgement from the Betting Operator via the Betting Operator’s web-site that acknowledges that an Internet Investment has been placed by an Investor.
- “Internet Betting System”** means a web-site operated by the Betting Operator which receives Internet Investments.
- “Internet Investment”** means an Investment made on an Account via a web-site operated by the Betting Operator.
- “Investment”** means an amount of money which has been paid into a Totalisator in respect of any Event at a Meeting.
- “Investment Request”** means an offer of an Investment made by an Investor to the Betting Operator.
- “Investor”** means any person conducting or attempting to conduct a Transaction at or through a Totalisator Office.
- “Leading Team”** means the team that at a designated part of an Event has obtained a progressive score in excess of the opposing team.
- “Meeting”** means the venue and date upon which any Event upon which the Betting Operator is accepting Investments is conducted.
- “Minimum Dividend”** means the Minimum Dividend ascertained in accordance with Rule 16.
- “Major Dividend”** means in relation to **BIG6** and subject to Clause 15 an Investment containing winning Selections in 6 Events where the percentage of the dividend pool for this Dividend equals 90%.
- “Minister”** means the Minister for the time being responsible for the administration of the Act.
- “Multi-leg Pool”** means a Pool across several events—Quaddie, Daily Double, Running Double and BIG6.
- “No Race”** means an Event in which no winners or placings are declared.
- “Parlay Investment”** is an Investment in respect of which any resultant Dividend or Refund shall be re-invested in a subsequent Totalisator or Totalisators at the same Meeting in accordance with the Investor’s irrevocable instructions given at the time of Investment and **“Parlay Re-investment”** is the amount of Dividend or Refund re-invested in a Totalisator in accordance with an Investor’s irrevocable instructions, provided that where the Formula Number denoted by the Investor is “1” the Investment does not result in any re-investment.
- “Password”** means the password selected by an Investor to access his or her Account in the Internet Betting System.
- “PIN”** means Personal Identification Number or other means of identification in the form required by the Betting Operator.
- “Pool”** means the amount of money paid into a Totalisator which, after adjustment in accordance with the Act and after any Refunds are made, is available by way of Dividend to Investors who have made the appropriate Selection on a Totalisator. The Pool may consist of a jackpot pool, a Seeded Jackpot and a dividend pool as set out in Rule 13.
- “Racing Totalisator”** means a Totalisator conducted pursuant to the Act and for the purposes of these Rules includes Win, Place, Quinella, Trifecta, Exacta, First 4, Daily Double, Feature Double, Running Double, Quaddie, BIG6, and Duet.
- “Refund”** means the amount of an Investment made in a Totalisator that is repayable to an Investor (whether wholly, which is referred to in these Rules as refund of the Investment, or partly, which is referred to in these Rules as refund of the Pool) in accordance with these Rules.
- “Rules of Racing”** means the Rules of Racing for the time being in force of the Racing Victoria Ltd, Harness Racing Victoria, or of Greyhound Racing Victoria (as the case may be).
- “Seeded Jackpots”** Not Adopted
- “Score”** means the points sum of goals and points scored, and **“Score Range”** means a range of points within which an Investor selects the winning margin of an Event, which Score Ranges are more particularly described in Rule 17.

- “Scratching”** means the withdrawal of a Competitor for any reason whatsoever prior to the start of the Event in which it is a Competitor.
- “Selection”** means any person, team, animal or object or score range or combination thereof nominated by the Betting Operator and available for an Investor to carry an Investment.
- “Self-Service Terminal”** means a terminal supplied by the Betting Operator for the purpose of allowing Investors to make Investments on Events and without limiting the generality thereof includes any licensed computer program or mechanical, electronic or other form of device, contrivance or machine which upon insertion of a PIN, password, Account Card, Card or the like enables the Investor to make Investments.
- “Sports Totalisator”** means a Totalisator conducted pursuant to the Act, and for the purpose of these Rules includes FootyWin, Footy Double, Footy Xtra Double, Half /Full Double, Half /Full Xtra Double, Quad, Quarter Quad, Tip 7, and, Tip 8.
- “Subsidy”** means in relation to a Pool or part of a Pool the amount that is sufficient to enable the Minimum Dividend to be declared in respect of that pool or part.
- “Supplementary Dividend”** means in relation to BIG6 and subject to Clause 15 an Investment containing winning Selections in the first 5 scheduled Events where the percentage of the dividend pool for this Dividend equals 10%.
- “Three Place Dividends Race”** means an Event which has a field of 8 or more Competitors at the time of official Scratchings on the Event, notwithstanding any late Scratching.
- “Ticket Serial Number”** means the unique numerical identifier allocated to each Transaction and contained in the Internet Betting Receipt.
- “Ticket”** means the printed ticket issued to an Investor by the Betting Operator.
- “Totalisator”** means a scheme by which Dividends are calculated on the Betting Operator’s computer system on a pari-mutuel basis and, for the purpose of these Rules, includes the Bet Types.
- “Totalisator Office”** means any premises operated and/or occupied by or on behalf of the Betting Operator pursuant to the provisions of the Act and includes any Cash Outlet, Self-Service Terminal, Internet Betting System and Betting Account Centre.
- “Transaction”** includes “bet”, “wager”, “deposit”, “investment”, “refund” and “withdrawal”.
- “Two Place Dividends Race”** means an Event which has a field of 5-7 Competitors at the time of official Scratchings on the Event, notwithstanding any late Scratching.
- “Winning Team”** means the team that is the winner at the conclusion of the Event.

1.2. Where the context permits, the singular includes the plural, references to gender or the neuter includes both genders and the neuter and references to persons are to natural persons.

1.3. Not adopted

2. EFFECTIVE DATE, PURPOSE AND APPLICATION OF RULES

These Rules are made on 28 July 2010 and come into operation on 3 August 2010.

2.1. Not Adopted

2.2. Not Adopted

2.3. Not Adopted

3. GENERAL CONDITIONS RELATING TO TRANSACTIONS AT OR THROUGH TOTALISATOR OFFICES

3.1. APPLICATION OF THE GAMBLING REGULATION ACT 2003 AND RULES OF THE CONTROLLING BODY

Not Adopted

3.2. PERSONS PROHIBITED FROM INVESTING

Not Adopted

3.3. ACCEPTANCE, REJECTION AND LIMITATION OF INVESTMENTS

- (a) Investments at or through any Totalisator Office will be accepted only for such Events or Meetings as the Betting Operator shall from time to time direct.

- (b) The Betting Operator or the person in charge at any Totalisator Office shall be entitled to reject part or all of any Investment at any time and without giving any reason.
- (c) The Betting Operator or the person in charge at any Totalisator Office shall be entitled to decline to cancel part or all of any Investment at any time where in the sole opinion of the Betting Operator or such person it would be detrimental to the Betting Operator, its customers or its operations to allow the Investor to cancel the Investment.

3.4. UNIT OF INVESTMENT

Except in the case of Flexi Bets—

- (a) The base unit for all types of Investment shall be fifty (50) cents.
- (b) **FootyWin** Investments may only be made in multiples of one (1) dollar.
- (c) **Tip 7** and **Tip 8** Investments may only be made in multiples of five (5) dollars.

3.5. FLEXI BETS

- (a) In the case of a Flexi Bet, the minimum amount that may be invested on a totalisator in a single bet is the greater of—
 - (i) 1 cent for each combination covered by the bet; or
 - (ii) an amount determined by the Betting Operator.
- (b) Flexi Bets are available on a **Trifecta**, **First 4**, **Quaddie**, **BIG6** or any other totalisator as otherwise determined by the Betting Operator.
- (c) The amount invested on each combination covered by a Flexi Bet is determined by dividing the total amount of the Flexi Bet by the number of combinations covered by the Flexi Bet (with any fractions rounded down to the nearest ten thousandth of a cent (i.e. rounded down to four decimal places)).
- (d) Any amount resulting from rounding down the amount covered by a combination covered by a Flexi Bet to the nearest ten thousandth of a cent forms part of the investment pool of the relevant totalisator upon which the Flexi Bet is made.

3.6. DIVIDENDS

- (a) The Dividend calculated and declared on the Betting Operator's computer system shall be for an Investment of one (1) base unit.
- (b) The Dividend displayed and notified to Investors may be based on one (1) base unit or, at the Betting Operator's discretion, may be expressed as a multiple of up to two (2) base units.

3.7. BET TYPES

- (a) **"BIG6"** is an investment on 6 or more selections over 6 Events, nominated by the Betting Operator, on the chance that a combination of those 6 selections will fill first place in those Events. The order that the Events are originally scheduled shall be the order that will be used for selections in all circumstances regardless of when the Event is run.
- (b) **"Daily Double"** is an Investment on two Events designated by the Betting Operator at the same Meeting on the chance that a combination of two Selections shall fill first places in those Events.
- (c) **"Duet"** is an Investment on an Event which in the case of a field that, as at the time of final Scratching(s) on the Event notwithstanding any late Scratching, consists of 8 or more Competitors, requires any two selections to finish in the first three places (irrespective of order) in that Event. It is not available if the field is 7 or less at the time of final Scratching(s) or the field falls below 5 at any time after final Scratching(s).
- (d) **"Exacta"** is an Investment on an Event on the chance that a combination of two Selections shall fill first and second places in the order specified in that Event.
- (e) **"Feature Double"** is an Investment on two Events at different Meetings on the chance that a combination of two Selections shall fill first places in those Events.
- (f) **"First 4"** is an Investment on an Event on the chance that a combination of four Selections shall fill first, second, third and fourth places in order in that Event.
- (g) **"Footy Double"** and **"Footy Xtra Double"** are Investments on two Events on the chance that a combination of two Selections shall be the winners of those Events or draw those Events and in the case of the winners shall also attain a specified Score Range in respect of each Event.

- (h) **“Footy Win”** is an Investment on an Event on the chance that a Selection shall be the winner of that Event and in the case of the winner shall also attain a specified Score Range in respect of the Event. For the purpose of this bet type, where in an Event a draw occurs both Competitors shall be deemed as winners and the lowest Score Range for both the home and away teams shall include a draw in the Event.
- (i) **“Half /Full Double”** and **“Half /Full Xtra Double”** are Investments on two parts of an Event on the chance that a combination of two Selections shall be correct in respect of those parts of that Event and other than in the case of draw Selections shall also attain a specified Score Range in respect of those parts of the Event.
- (j) **“Place Bet”** is an Investment on an Event which in the case of a field that, as at the time of final Scratchings on the Event notwithstanding any late Scratching, consists of 8 or more or 5—7, requires the Selection to finish in the first three or first two places respectively. It is not available if the field is 4 or less.
- (k) **“Quad”** is an Investment on four Events on the chance that a combination of four Selections shall be the winners of those Events or draw those Events and in the case of the winners shall also attain a specified Score Range in respect of each Event.
- (l) **“Quaddie”** is an Investment on four Events at the same Meeting with no Brackets on the chance that a combination of four Selections shall fill first places in those Events.
- (m) **“Quarter Quad”** is an Investment on four parts of an Event on a chance that a combination of four Selections shall be correct in respect of those parts of that Event and other than in the case of draw Selections shall also attain a specified Score Range in respect of those parts of the Event.
- (n) **“Quinella”** is an Investment on an Event on the chance that a combination of two Selections shall fill first and second places (irrespective of order) in that Event.
- (o) **“Running Double”** is an Investment on two consecutive Events at the same Meeting on the chance that a combination of two Selections shall fill first places in those Events.
- (p) **“Tip 7”** is an Investment on seven Events on the chance that a combination of seven selections shall be the winners of those Events.
- (q) **“Tip 8”** is an Investment on eight Events on the chance that a combination of eight Selections shall be the winners of those Events.
- (r) **“Trifecta”** is an Investment on an Event on the chance that a combination of three Selections shall fill first, second and third places in order in that Event.
- (s) **“Win”** is an Investment on an Event on the chance that a Selection will fill first place in that Event.
- (t) **“International Pooled Bet”** is an Investment on an Event in a bet type referred to in rule 3.7 as agreed between the Betting Operator and the operator in the foreign jurisdiction from time to time and notified to Investors prior to the commencement of the Event.

The commission rates for bet types offered on an International Pooled Bet can be viewed on the Betting Operator’s web-site at www.tabozbet.com.au or at retail agencies upon request.

3.8. LIMITATION OF BETTING OPERATOR’S LIABILITY

Not Adopted

3.9. POOLING WITH FOREIGN JURISDICTIONS

- (a) When the Betting Operator chooses to guest into a foreign jurisdiction (host) pool it will be responsible for transmitting all Investments on International Pooled Bets to the operator in the foreign jurisdiction for inclusion in the appropriate pools and to pay dividends to Investors.
- (b) The betting rules of the operator in the foreign jurisdiction will apply for Investments on International Pooled Bets and together with commission rates for International pooled Bets can be viewed on the Betting Operator’s website—www.tab.com.au or at retail agencies upon request.

3.10 SEEDED JACKPOTS

Not Adopted

4. ESTABLISHMENT AND OPERATION OF ACCOUNTS AND PURCHASE OF CARDS AND BETTING VOUCHERS

Not Adopted

5. CLOSING TIME FOR INVESTMENTS

5.1. Subject to Rule 5.2, the close of sales for Investments on an Event is the start of the Event.

5.2. The Betting Operator may at its option close selling on an Event before the start of the Event (whether that is at, before or after the Advertised Starting Time of the Event) and without limiting the generality of the foregoing may do so in cases of systems, communication or equipment malfunction or where the Event starts on a day or at a time on which the Betting Operator is not accepting Investments.

5.3. The Betting Operator may at its option re-open selling on an Event which it has previously closed in accordance with Rule 5.2 or in the case of an Event which is re-run.

5.4. Any Investments accepted by the Betting Operator after the start of an Event shall be void and will be refunded to Investors.

5.5. It is the responsibility of an Investor to allow sufficient time for the placing and processing of the Investment before the close of sales on an Event.

5.6. If any of the Events selected to form part of a Multi-leg Pool are abandoned, selling on that Multi-leg Pool must cease.

6. PLACING OF INVESTMENTS

Not Adopted

7. CREDITING AND PAYMENT OF DIVIDENDS AND REFUNDS AND CLAIMS PROCEDURES

7.1. GENERAL

- (a) Subject to these Rules any Dividend won by or Refund made to an Investor shall be paid to that Investor in the Betting Operator's sole discretion either in cash, by cheque or Betting Voucher or by the crediting of the value of the Dividend or Refund to an Account or Card.
- (b) The Betting Operator shall not be obliged to make payment of any Dividend or Refund until an Investor has provided any documentation and information as the Betting Operator may reasonably require.
- (c) The Betting Operator will use its best reasonable endeavours to ensure that Dividends will be available for payment or crediting immediately after the official result of an Event is received by it.
- (d) Notwithstanding Rule 7.1(c), if the Betting Operator's offices are not open at the time a Dividend or Refund is determined or if unforeseen circumstances arise, determination of the Dividend and/or payout may be delayed at the sole option of the Betting Operator.
- (e) Any Dividend or Refund miscalculated by the Betting Operator shall be void and the incorrect amount of the Dividend or Refund shall be treated as a debt owed by or credit due to the Investor, as the case may be, and the Betting Operator reserves the right to make appropriate amendments to Investor's Accounts and Cards without notice to Investors.
- (f) If the official results of any Event are amended by the Controlling Body after Dividend declaration and commencement of payment, then the original Dividend will stand and no other Investors will be entitled to a Dividend.
- (g) In a **Two Place Dividends Race** the Pool shall be divided into two equal parts one of which shall be divided amongst the Investors on the winner and the other amongst the Investors on the second placing.
- (h) In a **Three Place Dividends Race** the Pool shall be divided into three equal parts and one part shall be divided amongst the Investors on the winner, one part amongst the Investors on the second placing and the remaining part amongst the Investors on the third placing.
- (i) The **Duet** Pool shall be divided into three equal parts and one part shall be divided amongst the Investors on the combination of the winner and second placing, one part amongst Investors on the combination of the winner and third placing with the remaining part amongst the Investors on the combination of second and third placings.
- (j) For the purpose of calculation of **BIG6** dividends—
 - (i) any single Investment shall not be entitled to more than one Dividend; and,
 - (ii) any single Investment which contains the numbers of winning Selections required for more than one Dividend level set out in Rule 15 shall be entitled to only that Dividend which corresponds with the highest number of winning Selections contained in the Investment.
 - (iii) In any **BIG6** Event, the Dividend will be declared at the completion of the last Event run.

(k) Subject to Rules 7.1(k)(ii) and 16—

(i) Where, in relation to a part of the **Place** Pool or **Duet** Pool, the amount required to return the Minimum Dividend exceeds the total of—

(A) that part; and

(B) the Commission deducted in respect of the **Place** Pool or **Duet** Pool concerned—

a sum equal to the amount of the excess shall be proportionately deducted from the remaining part of the **Place** Pool or **Duet** Pool, according to the proportion to which each of those parts of the Pool are in surplus over a theoretical dividend of the base unit of investment, and added to the first mentioned part of the **Place** Pool or **Duet** Pool.

(ii) In a **Three Place Dividends Race**, where a Subsidy is required to make up the amount required to return the Minimum Dividend in relation to two parts of a **Place** Pool or **Duet** Pool, any excess over the total Commission deducted in respect of the **Place** Pool or **Duet** Pool concerned shall be taken from the remaining part.

7.2. CREDITING AND PAYMENT OF DIVIDEND AND REFUNDS, CLAIMS PROCEDURE

- (a) Subject to Rule 7.1(c), Dividends and Refunds will be credited to Accounts and Cards available for payment in Cash Outlets as soon as practicable after they are determined.
- (b) For the purpose of the payment of dividends or redemption of vouchers in a Cash Outlet by way of cheque, and withdrawals from an Account by way of cheque, the amount of the cheque to be drawn by the Betting Operator will be rounded up or down to the nearest five (5) cents as follows—

| Amount of Cheque for Dividend/Voucher / Withdrawal to the second decimal place | Rounded Amount |
|--|----------------|
| 1 or 2 cents | 0 cents |
| 3 or 4 cents | 5 cents |
| 6 or 7 cents | 5 cents |
| 8 or 9 cents | 10 cents |

- (c) The following provisions apply to the payment of Dividends and Refunds in Cash Outlets—
- (i) Subject to Rule 7.2(c)(iii) the appropriate ticket must be presented when collecting any dividend or refund due in respect of an Investment.
- (ii) Dividends may only be collected for a period of not less than twelve (12) weeks after the Event is decided.
- (iii) Notwithstanding the presentation of the appropriate Ticket, if the records of the Betting Operator indicate that the dividend or refund due in respect of the Ticket has previously been paid then such records shall be conclusive and no further dividend or refund shall be payable in respect of that Ticket.

Claims—Not Adopted

7.3. FLEXI BET ENABLED POOL DIVIDENDS WHERE LESS THAN A UNIT OF INVESTMENT ON CORRECT SELECTIONS

Where the total of Flexi Bet Enabled Pool Investments for each Dividend level where a Dividend is to be paid (“winning Trifecta combination”, “winning First 4 combination”, “winning Quaddie combination”, or “winning **BIG6** combination for each Dividend level” as the case may be) is less than a unit of Investment—

- (i) only the amount of the Flexi Bet Enabled dividend pool for each Dividend level determined in accordance with the following formula will be distributed amongst the investors on the winning combination for each Dividend level—

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

where—

da is the amount of the Flexi Bet Enabled dividend pool for each Dividend level which is to be distributed among the Investors on the winning combination for each Dividend level;

di is the total amount which would be distributed to Investors on the winning combination for each Dividend level if the total of Flexi Bet Enabled Pool Investments for each Dividend level in respect of which a dividend is to be paid was not less than a unit of investment;

ai is the total of all Flexi Bet Enabled Pool Investments for each Dividend level (if any) on the winning combination for each Dividend level;

ui is the unit of Investment to the Flexi Bet Enabled Pool; and

- (ii) there is to be transferred to the Flexi Bet Enabled jackpot pool or on the Succeeding Flexi Bet Enabled Event an amount calculated in accordance with the following formula—

$$t = di - da$$

where—

t is the amount transferred to the Flexi Bet Enabled jackpot pool on the Succeeding Flexi Bet Enabled Event;

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

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

8. CANCELLATION OF INVESTMENTS

Not Adopted

9. SCRATCHINGS AND SUBSTITUTES

9.1. Subject to the exceptions set out in Rule 9.2, if a Selection is Scratched, an Investor is entitled to a refund of that Investment.

9.2. DOUBLE, QUADDIE, AND BIG6

- (a) If a selection is Scratched from any Double, Quaddie or BIG6, the Investment is deemed to be invested on a Substitute Selection.
- (b) In a **Feature Double** if any Selection is Scratched the Investment is forfeited.

9.3. DETERMINATION OF SUBSTITUTE

- (a) Where the Betting Operator receives **Win** Investments on a Selection Scratched from an Event in any **Double or Quaddie**, these latter Investments shall be deemed to be Invested on the Selection which has the greatest relative amount of money invested on it on the Betting Operator's **Win** Pool after all Investments have been received and collated following the close/sell time of the Event concerned.
- (b) Where the Betting Operator receives Investments on a Selection Scratched from an Event in any **BIG6**, these latter Investments shall be deemed to be Invested on the Selection which has the greatest relative amount of money invested on it on that Event on the Betting Operator's **BIG6** Pool after all Investments have been received and collated following the close/sell time of the Event concerned.
- (c) Where two or more Selections are equally determinable as provided in Rule 9.3(a) the Selection bearing the lowest List Number shall be deemed to be the substitute Selection for that Event.
- (d) For the purpose of this Rule 9.3, any determination made by the Betting Operator as to the Competitor to be substituted for a Scratched Selection in any Event shall be final and conclusive.

9.4. FIELD SELECTIONS

- (a) Where a **Quinella, Exacta, Duet, Trifecta or First 4** Field Investment is made and one or more of the Competitors is subsequently Scratched, the Investor shall be entitled to a Refund of the Investment in respect of such Competitors that are so scratched
- (b) Subject to Rule 9.2(a) where a **Double, Quaddie, or BIG6** Field Investment is made and one or more of the selections is subsequently Scratched, the Investment in respect of such Selections that are so scratched shall be deemed to be Invested on the substitute determined in accordance with Rule 9.3.

10. NO-RACE, CANCELLED, POSTPONED OR ABANDONED EVENTS AND MEETINGS

10.1. For the purposes of this Rule 10, a draw Selection in a Sports Totalisator is not a Score Range for the purposes of Dividend determination.

10.2. For the purpose of Pools of the following Bet Types

- (a) the minimum number of Competitors required in order for a Racing Totalisator to be conducted on an Event; shall be—

Win—2

Place—5

Quinella—3

Exacta—2

Duet—8

Trifecta—3

First 4—4

Double—2

Quaddie—2

BIG6—2

other Racing Totalisators—1

and

- (b) the minimum number of Competitors which must remain in an Event (or in the case of a Bet Type consisting of more than one Event, then which must remain in at least one of the Events on which that Bet Type is conducted) after the time of final Scratching(s) on the Event in order for the Event not to be regarded as abandoned, shall be—

Win—2

Place—5

Quinella—3

Exacta—2

Duet—5

Trifecta—3

First 4—4

Double—2

Quaddie—2

BIG6—2

other Racing Totalisators—1

10.3. Subject to the following exceptions, if a Meeting or Event has been cancelled, abandoned or postponed to a later date or declared a 'no-race' and not subsequently re-run, all Investments made in connection with that Meeting or Event shall be refunded.

10.4. If the start time of the scheduled first leg of the BIG6 is delayed or run out of sequence, the close time of the Event shall be the jump time of the first race run in the scheduled series of Events making up that BIG6.

10.5. DOUBLE

- (a) Where any Event in a **Double** is cancelled, abandoned or declared a no-race as appropriate irrespective of whether the no-race is re-run, all Selections on that Event shall be deemed to be winners and the **Double** Pool shall be divided in accordance with Rules 10.5(c).
- (b) Where the first and second Events of a **Double** are abandoned all Investments on that **Double** shall be refunded.
- (c) Where the first Event of a **Double** is abandoned before or after the start of that Event a Dividend shall be determined on the result of the second Event of that **Double** and the Pool shall be divided amongst those Investors who have selected any Selection in the first Event and, in order of precedence—
- (i) the winner of the second Event; or
 - (ii) the second place getter in the second Event; or
 - (iii) the third place getter in the second Event.
- (d) Where the second Event of a **Double** is abandoned before or after the first Event is run a Dividend shall be determined on the result of the first Event of that **Double** and the Pool shall be divided amongst those Investors who have selected any Selection in the second Event and, in order of precedence—
- (i) the winner of the first Event; or
 - (ii) the second place getter in the first Event; or
 - (iii) the third place getter in the first Event.

If there are no Investors on any of the combinations referred to in Rules 10.5(c) and 10.5(d) the Pool for that **Double** shall be refunded to the Investors.

10.6. QUADDIE, BIG6, QUAD, TIP 7 AND TIP 8

- (a) Where any Event in a **Quaddie, BIG6, Quad, Tip 7 or Tip 8** is cancelled, abandoned or declared a no-race as appropriate irrespective of whether the no-race is re-run, all Selections on that Event shall be deemed to be winners and—
- (i) the **Quaddie** and **BIG6** Pools shall be divided on that basis;
 - (ii) the **Quad, Tip8, and Tip7** Pools shall be divided in accordance with Rule 13 .
- (b) Where—
- (i) all Events or a round in an Event in a **Quaddie, Quad, Tip 7 or Tip 8**; or
 - (ii) four or more Events in a **BIG6**
- are cancelled, postponed or abandoned all Investments on that Event or that round shall be refunded.
- (c) Investments referred to in Rule 10.6(b) shall not in respect of **Quaddie, BIG6, Quad, Tip 7 or Tip 8** include any money carried forward from a previous **Quaddie, BIG6, Quad, Tip 7 or Tip 8**, but shall be added to and form part of a subsequent **Quaddie, BIG6, Quad, Tip 7 or Tip 8** Pool.

10.7. FOOTY DOUBLE AND FOOTYXTRA DOUBLE

- (a) Where the first Event of a **Footy Double** or **Footy Xtra Double** is cancelled, postponed or abandoned, a Dividend shall be determined on the result of the second Event and the Pool shall be divided amongst the Investors on the following combinations specified in order of precedence—
- (i) Any Selection in the first Event and the Winning Team together with the correct Score Range or draw Selection as applicable in the second Event;
 - (ii) Any Selection in the first Event and the Winning Team together with the Score Range or ranges nearest to the correct Score Range in the second Event.
- (b) Where the second Event of a **Footy Double** or **Footy Xtra Double** is cancelled, postponed or abandoned, a Dividend shall be determined on the result of the first Event and the Pool shall be divided amongst the Investors on the following combinations specified in order of precedence—
- (i) Any Selection in the Second Event and the Winning Team together with the correct Score Range or draw Selection as applicable in the First Event;
 - (ii) Any Selection in the Second Event and the Winning Team together with the Score Range or ranges nearest to the correct Score Range in the First Event.
- (c) Where both Events are cancelled, postponed or abandoned, all Investments on that **Footy Double** or **Footy Xtra Double** shall be refunded to the Investors.

11. PARLAY INVESTMENTS

11.1. Subject to other provisions within these Rules **Parlay Investments** shall be accepted with any resultant Dividends or Refunds being re-invested in accordance with Investor's irrevocable instructions given at the time of Investment.

11.2. Investments will be accepted for Selections in the Events nominated by the Investor with instructions as determined by the **Formula Number** to transfer any resultant Dividends or Refunds from an Event to Selections in up to five subsequent Events at the same Meeting.

11.3. Under no circumstances can Investments be cancelled or changed after sales have closed for the first Event of a **Parlay Investment**.

11.4. If any Selection on a **Parlay Investment** is Scratched, the Investor's Investment will be carried forward to the next Event nominated by the Investor, or paid to the Investor if that Event is the final Event of the **Parlay Investment**.

11.5. If any Event carrying an **Parlay Investment** is cancelled, abandoned, postponed or declared a no-race (whether or not it may be re-run later in a program), Investments shall be carried forward to the next Event nominated by the Investor or paid to the Investor if that Event is the final Event of the **Parlay Investment**.

12. DEAD HEATS

12.1. WIN

Subject to Rule 16, in the event of a dead heat for first place in a **Win**—

- (a) The Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
- (b) Each of those parts shall be treated separately; and

- (c) Dividends shall be calculated by dividing each of those parts amongst the Investors on each backed Selection.

12.2. PLACE

(a) TWO PLACE DIVIDENDS RACE

Subject to Rules 7.1(k) and 16,

- (i) In the event of a dead heat for first place—
- (A) the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
 - (B) each part so determined shall be treated separately; and
 - (C) Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.
- (ii) Where two or more Selections run a dead heat for second place—
- (A) one half of the Pool shall be divided amongst the Investors on the winner;
 - (B) one half of the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
 - (C) each part determined as described in sub-paragraph (B) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.
- (iii) Where two or more Selections run a dead heat for second place and there are no Investors on the winner—
- (A) the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
 - (B) each part so determined shall be treated separately; and
 - (C) Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.

(b) THREE PLACE DIVIDENDS RACE

Subject to Rules 7.1(k) and 16, if

- (i) Three or more Selections run a dead heat for first place—
- (A) the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
 - (B) each part so determined shall be treated separately; and
 - (C) Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.
- (ii) Two Selections run a dead heat for first place—
- (A) one third of the Pool shall be divided amongst the Investors on one of the Selection running the dead heat;
 - (B) one third of the Pool shall be divided amongst the Investors on the other Selection running the dead heat; and
 - (C) one third of the Pool shall be divided amongst the Investors on the third placing.
- (iii) Two Selections run a dead heat for first place and only one of those Selections has been backed—
- (A) one half of the Pool shall be divided amongst the Investors on the backed Selection running the dead heat;
 - (B) one half of the Pool shall be divided amongst the Investors on the third placing.
- (iv) Two or more Selections run a dead heat for second placing—
- (A) one third of the Pool shall be divided amongst the Investors on the winner;
 - (B) two thirds of the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
 - (C) each part determined as described in sub-paragraph (B) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.
- (v) Two or more Selections run a dead heat for second place and only one of those Selections has been backed—
- (A) one half of the Pool shall be divided amongst the Investors on the winner; and
 - (B) one half of the Pool shall be divided amongst the Investors on the backed Selection running the dead heat.

- (vi) Two or more Selections run a dead heat for third place—
 - (A) one third of the Pool shall be divided amongst the Investors on the winner;
 - (B) one third of the Pool shall be divided amongst the Investors on the second placing;
 - (C) one third of the Pool shall be divided into as many equal parts as there are backed Selections running the dead heat;
 - (D) each part determined as described in sub-paragraph (B) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on that backed Selection.

12.3. QUINELLA

Subject to Rule 16,

- (a) If two Selections run a dead heat for first place the Pool shall be divided amongst the Investors on the combination of the two Selections running the dead heat.
- (b) If two Selections run a dead heat for first place and the combination referred to in Rule 12.3(a) is not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of one of the Selections running the dead heat and the third placing;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (c) If two Selections run a dead heat for first place and the combinations referred to in Rule 12.3(b) have not been backed and there is a dead heat for third place between two or more Selections—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of one of the Selections running the dead heat for first place and one of the Selections running the dead heat for third place;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (d) If three or more Selections run a dead heat for first place—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of any two Selections running the dead heat;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (e) If two or more Selections run a dead heat for second place—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of the winner and one of the Selections running the dead heat for second place;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (f) If two or more Selections run a dead heat for second place and the combinations referred to in Rule 12.3(e) are not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of two of the Selections running the dead heat for second place;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (g) If the combination of the winner and the second placing is not backed and two or more Selections run a dead heat for third place.
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of the winner and one of the Selections running the dead heat for third place;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (h) If the combination of the winner and the second placing is not backed and two or more Selections run a dead heat for third place but the combinations referred to in Rule 12.3(g) are not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of the second placing and one of the Selections running the dead heat for third place;

- (ii) each part so determined shall be treated separately; and
- (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (i) The Pool shall be refunded to the Investors if none of the alternative combinations referred to in this Rule 12.3 have been selected.

12.4. DOUBLE

Subject to Rule 16, where as the result of a dead heat in any Event in a **Double** Investors on two or more combinations become entitled to a Dividend—

- (a) The Pool shall be divided into as many equal parts as there are backed combinations running the dead heat;
- (b) Each part so determined shall be treated separately; and
- (c) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination.

12.5. TRIFECTA

Subject to Rule 16, where as the result of a dead heat in any Event in a **Trifecta** Investors on two or more combinations become entitled to a Dividend—

- (a) the Pool shall be divided into as many equal parts as there are combinations running the dead heat;
- (b) each part so determined shall be treated separately;
- (c) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and
- (d) each unbacked combination is transferred to the Trifecta jackpot pool conducted on the Succeeding Trifecta Event.

12.6. QUADDIE

Subject to Rule 16—

- (a) Subject to 12.6(b) where as the result of a dead heat in any Event in a **Quaddie** Investors on two or more combinations become entitled to a Dividend—
 - (i) the Pool shall be divided into as many equal parts as there are combinations;
 - (ii) each part so determined shall be treated separately;
 - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and
 - (iv) each unbacked combination is transferred to the Quaddie jackpot pool conducted on the Succeeding Quaddie.
- (b) Where in an Event a dead heat occurs which results in there being more than eight winning combinations in a **Quaddie** for the purpose of the declaration of Dividends—
 - (i) that Event and any subsequent Event in that **Quaddie** shall not be taken into account;
 - (ii) the Pool shall be divided into as many equal parts as there are winning combinations in the Events being taken into account;
 - (iii) each part so determined shall be treated separately;
 - (iv) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and
 - (v) each unbacked combination is transferred to the Quaddie jackpot pool conducted on the Succeeding Quaddie.

12.7. EXACTA

Subject to Rule 16,

- (a) If two Selections run a dead heat for first place the Pool shall be divided amongst the Investors on the combination of, in either order, the two Selections running the dead heat.
- (b) If the combinations referred to in Rule 12.7(a) are not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat and the third placing;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (c) If the combinations referred to in Rules 12.7(a) and 12.7(b) are not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, the third placing and one of the selections running the dead heat;

- (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (d) If the combinations referred to in Rule 12.7(a) are not backed and there is a dead heat for third place—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for first place and one of the Selections running the dead heat for third place;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (e) If the combinations referred to in Rules 12.7(a) and 12.7(d) are not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for third place and one of the Selections running the dead heat for first place;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (f) If three or more Selections run a dead heat for first place—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in either order, any two Selections running the dead heat;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (g) If two or more Selections run a dead heat for second place—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, the winner and one of the Selections running the dead heat for second place;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (h) If the combination referred to in Rule 12.7(g) is not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for second place and the winner;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (i) If the combinations referred to in Rules 12.7(g) and 12.7(h) are not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in either order, any two Selections running the dead heat;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (j) If the combination of the winner and the second placing in that order is not backed and two or more Selections run a dead heat for third place—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, the winner and one of the Selections running the dead heat for third place;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (k) If the combination referred to in Rule 12.7(j) is not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for third place and the winner;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.

- (l) If the combinations referred to in Rules 12.7(j) and 12.7(k) are not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, the second placing and one of the Selections running the dead heat for third place;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (m) If the combinations referred to in Rules 12.7(j), 12.7(k) and 12.7(l) are not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of, in the correct order, one of the Selections running the dead heat for third place and second placing;
 - (ii) each part so determined shall be treated separately; and
 - (iii) dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (n) The Pool shall be refunded to the Investors if none of the alternative combinations referred to in Rule 12.7 have been selected.

12.8. TIP 7 AND TIP 8

Subject to Rule 16,

- (a) Where in an Event a draw occurs, both Competitors shall be deemed as winners for the purposes of determining which Selections are the Winning Team. Subject to Rule 12.8(b), where as the result of a draw in any Event in a **Tip 7** or **Tip 8** Investors on two or more combinations become entitled to a Dividend—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations;
 - (ii) each part so determined shall be treated separately; and
 - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination.
- (b) Where draws occur in more than four Events resulting in there being more than sixteen potential winning combinations in a **Tip 7** or **Tip 8** for the purpose of declaration of Dividends the Pool shall be divided equally amongst the Investors on each backed combination.

12.9. FOOTYWIN

Where as the result of a draw in any Event in a **FootyWin** Investors on two Selections become entitled to a Dividend—

- (a) the Pool shall be divided into two equal parts;
- (b) each part so determined shall be treated separately; and
- (c) Dividends shall be calculated by dividing each part amongst the Investors on each backed Selection.

12.10. DUET

Subject to Rules 7.1(k) and 16, if

- (a) three or more Selections run a dead heat for first place the Pool shall be divided amongst the Investors on the combinations of any two of the Selections running the dead heat;
- (b) three or more Selections run a dead heat for first place and one or more of the combinations referred to in Rule 12.10(a) is not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations of any two of the Selections running the dead heat;
 - (ii) each part so determined shall be treated separately; and
 - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (c) two Selections run a dead heat for first place—
 - (i) one third of the Pool shall be divided amongst the Investors on the combination of the two Selections running the dead heat;
 - (ii) one third of the Pool shall be divided amongst the Investors on the combination of one of the Selections running the dead heat and the third placing; and
 - (iii) one third of the Pool shall be divided amongst the Investors on the combination of the other Selection running the dead heat and the third placing;

- (d) two Selections run a dead heat for first place and one or more of the combinations referred to in Rule 12.10(c) is not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations;
 - (ii) each part so determined shall be treated separately; and
 - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (e) two Selections run a dead heat for first place and two or more Selections run a dead heat for third place—
 - (i) one third of the Pool shall be divided amongst the Investors on the combination of the two Selections running the dead heat for first place;
 - (ii) one third of the Pool shall be divided into as many equal parts as there are combinations of one of the Selections running the dead heat for first place and any one of the Selections running the dead heat for third place;
 - (iii) one third of the Pool shall be divided into as many equal parts as there are combinations of the other Selection running the dead heat for first place and any one of the Selections running the dead heat for third place; and
 - (iv) each part as described in paragraphs 12.10(e)(ii) and (iii) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on the combination of one of the winners and any one of the Selections running the dead heat for third place.
- (f) two Selections run a dead heat for first place and two or more Selections run a dead heat for third place and one or more of the combinations referred to in Rule 12.10(e) is not backed—
 - (i) that part of the Pool shall be divided into as many equal parts as there are backed combinations;
 - (ii) each part determined as described in paragraph (i) shall be treated separately; and
 - (iii) Dividends shall be calculated by dividing each such part amongst the Investors on each backed combination.
- (g) three or more Selections run a dead heat for second place
 - (i) two thirds of the Pool shall be divided amongst the Investors on the combination of the winner and any one of the Selections running the dead heat;
 - (ii) one third of the Pool shall be divided into as many equal parts as there are combinations of any two of the Selections running the dead heat; and
 - (iii) each part as described in paragraph (ii) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on the combination of any two of the Selections running the dead heat.
- (h) three or more Selections run a dead heat for second place and one or more of the combinations referred to in Rule 12.10(g) is not backed—
 - (i) that part of the Pool shall be divided into as many equal parts as there are backed combinations;
 - (ii) each part so determined shall be treated separately; and
 - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination;
- (i) two Selections run a dead heat for second place
 - (i) one third of the Pool shall be divided amongst the Investors on the combination of the winner and one of the two Selections running the dead heat;
 - (ii) one third of the Pool shall be divided amongst the Investors on the combination of the winner and the other Selection running the dead heat; and
 - (iii) one third of the Pool shall be divided amongst the Investors on the combination of the two Selections running the dead heat;
- (j) two Selections run a dead heat for second place and one or more of the combinations referred to in Rule 12.10(i) is not backed—
 - (i) the Pool shall be divided into as many equal parts as there are backed combinations;
 - (ii) each part so determined shall be treated separately; and
 - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination;

- (k) two or more Selections run a dead heat for third place
 - (i) one third of the Pool shall be divided amongst the Investors on the combination of the winner and the second placing;
 - (ii) one third of the Pool shall be divided into as many equal parts as there are combinations of the winner and any one of Selections running the dead heat;
 - (iii) one third of the Pool shall be divided into as many equal parts as there are combinations of the second placing and any one of the Selections running the dead heat; and
 - (iv) each part as described in paragraphs (ii) and (iii) shall be treated separately and Dividends shall be calculated by dividing each part amongst the Investors on the combination of the winner or the second placing as the case may be and any one of the Selections running the dead heat.
- (l) two or more Selections run a dead heat for third place and one or more of the combinations referred to in Rule 12.10(k) is not backed—
 - (i) that part of the Pool shall be divided into as many equal parts as there are backed combinations;
 - (ii) each part determined as described in paragraph (i) shall be treated separately; and
 - (iii) Dividends shall be calculated by dividing each such part amongst the Investors on each backed combination.
- (m) the Pool shall be refunded to the Investors if none of the various alternative combinations referred to in this Rule 12.10 have been selected.

12.11. FIRST 4

Subject to Rule 16

- (a) Subject to 12.11(b) where as the result of a dead heat in any Event in a **First 4** Investors on two or more combinations become entitled to a dividend—
 - (i) the Pool shall be divided into as many equal parts as there are winning combinations running the dead heat;
 - (ii) each part so determined shall be treated separately; and
 - (iii) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and
 - (iv) each unbacked combination is transferred to the First 4 jackpot pool conducted on the Succeeding First 4 Event.
- (b) Where a dead-heat occurs which results in there being more than twelve winning combinations in a First 4, for the purpose of the declaration of Dividends—
 - (i) all placings that result in there being more than twelve winning combinations in that First 4 shall not be taken into account;
 - (ii) the Pool shall be divided into as many equal parts as there are winning combinations in the placings being taken into account;
 - (iii) each part so determined shall be treated separately;
 - (iv) Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and
 - (v) each unbacked combination is transferred to the First 4 jackpot pool conducted on the Succeeding First 4 Event.

12.12. BIG6

- (a) Where as a result of a dead heat in any Event in a **BIG6**, Investors on two or more combinations become entitled to a Major Dividend—
 - (i) the Major dividend pool as described in Rule 15 shall be divided into as many equal parts as there are combinations;
 - (ii) each part so determined shall be treated separately;
 - (iii) Major Dividends shall be calculated by dividing each part amongst the Investors on each backed combination; and,
 - (iv) each unbacked combination shall be transferred to the **BIG6** jackpot pool conducted on the Succeeding **BIG6**.
- (b) Where as the result of a dead heat in any Event in a **BIG6**, Investors on two or more combinations become entitled to a Supplementary Dividend, the Supplementary Dividend shall be calculated by dividing the Supplementary dividend pool equally amongst the Investors on each backed combination.

13. JACKPOTS AND COUNTBACKS

For the purposes of this Rule 13 a draw Selection in a Sports Totalisator is not a Score Range for the purposes of conducting countbacks.

13.1. NO INVESTMENT ON WINNER

- (a) If no Investor has Selected the winner in a **Win**, the Pool shall be refunded to the Investors.
- (b) If no Investor has Selected the correct Selection in a **FootyWin**, the Pool shall be refunded to the Investors.

13.2. JACKPOTS

- (a) Subject to the exceptions contained in this Rule 13.2 and unless otherwise directed by the Victorian Commission for Gambling Regulation in the event of there being no Investor on the appropriate Selections for Quad, Quarter Quad, Quaddie, Tip 8, Tip 7, Footy Double and Footy Xtra Double, Half /Full Double and Half /Full Xtra Double, the various dividend levels of BIG6 set out in Rule 15 which form the total pool, Trifecta or First 4, the Pool may be added to a subsequent Pool of the same type. In the case of BIG6 any addition to a subsequent Pool shall be to the Major Dividend of such pool for BIG6.
- (b) In the case of the First 4, Quaddie and BIG6 Jackpots, the Jackpot Allocation Table as set out in Clause 13.4 does not apply, but they are subject to the following—
 - (i) For Quaddie Jackpots, the Betting Operator may at its discretion transfer a Jackpot Amount to any Event within the respective code across any meeting class.
 - (ii) For First 4, the Betting Operator may at its discretion transfer a Jackpot amount to any Event within the respective code across any meeting class if that Jackpot occurs on the last race of that meeting.
 - (iii) For **BIG6**, the Betting Operator may at its discretion transfer a Jackpot Amount to any BIG6 Event across any code and any meeting class.
- (c) The Betting Operator will advise Investors at least 72 hours before the event of which the Jackpot allocations will be made of the First Four and Quaddie Jackpot allocations.

[deleted old Rule 13.3.2 Straight 6]

13.2.1 QUAD

At the discretion of the Betting Operator the Pool may not be transferred to a subsequent Quad Pool, but may instead be divided amongst the Investors on the following combinations specified in order of precedence—

- (i) any three correct Selections and any other Winning Team;
- (ii) any two correct Selections and any other two Winning Teams;
- (iii) any one correct Selection and any other three Winning Teams;
- (iv) any four Winning Teams;

and, if none of these alternative combinations has been selected, the Pool shall be refunded to the Investors on the **Quad** at the Meeting where these combinations have not been selected.

13.2.2 QUARTER QUAD

At the discretion of the Betting Operator, the Pool may not be transferred to a subsequent **Quarter Quad** Pool, but may instead be divided amongst the Investors who have nominated the following combinations specified in order of precedence—

- (i) the three correct Selections at the end of each of the first three quarters, and the Winning Team;
- (ii) the three correct Selections at the end of each of the first three quarters and any Selection in the final quarter;
- (iii) the two correct Selections at the end of each of the first two quarters, and the Winning Team;
- (iv) the correct Selection at the end of the first quarter, and the Winning Team;

and, if none of these alternative combinations has been selected, the Pool shall be refunded to the Investors on the **Quarter Quad** at the Meeting where these combinations have not been selected.

13.2.3 QUADDIE

At the discretion of the Betting Operator, the **Quaddie** dividend pool for that Event may not be transferred to the Quaddie jackpot pool for the Quaddie conducted on the Succeeding Quaddie, but may instead be divided amongst the Investors on the following combinations in order of precedence—

- (i) the winners of the first three Events with the second placing in the fourth Event;

- (ii) the winners of the first three Events with the third placing in the fourth Event;
- (iii) the winners of the first three Events with any Selection in the fourth Event;
- (iv) the winners of the first two Events with the second placing in the third Event and any Selection in the fourth Event;
- (v) the winners of the first two Events with the third placing in the third Event and any Selection in the fourth Event;

if none of these alternative combinations has been selected, the Pool shall be refunded to the Investors on the **Quaddie** at the meeting where these combinations have not been selected.

13.2.4 TIP 8

At the discretion of the Betting Operator, the **Tip 8** Pool may not be transferred to a subsequent **Tip 8** Pool, but may instead be divided amongst the Investors who have nominated the following combinations specified in order of precedence—

- (i) any seven Winning Teams;
- (ii) any six Winning Teams;
- (iii) any five Winning Teams;
- (iv) any four Winning Teams;
- (v) any three Winning Teams;
- (vi) any two Winning Teams;
- (vii) any one Winning Team;

and, if none of these alternative combinations has been selected, the Pool shall be refunded to the Investors on the **Tip 8** at the Meeting where these combinations have not been selected.

13.2.5 TIP 7

At the discretion of the Betting Operator, the **Tip 7** Pool may not be transferred to a subsequent **Tip 7** Pool, but may instead be divided amongst the Investors who have nominated the following combinations specified in order of precedence—

- (i) any six Winning Teams;
- (ii) any five Winning Teams;
- (iii) any four Winning Teams;
- (iv) any three Winning Teams;
- (v) any two Winning Teams;
- (vi) any one Winning Team;

and, if none of these alternative combinations has been selected, the Pool shall be refunded to the Investors on the **Tip 7** at the Meeting where these combinations have not been selected.

13.2.6 FOOTY DOUBLE AND FOOTY XTRA DOUBLE

At the discretion of the Betting Operator, the Pool may not be transferred to a subsequent **Footy Double or Footy Xtra Double** Pool, but may instead be divided amongst the Investors who have nominated the following combinations specified in order of precedence—

- (i) any Selection comprising the Winning Team and the Score Range or Ranges nearest to the correct Score Range in the Event specified as the first Event by the Betting Operator, and the Winning Team with the correct Score Range or Draw Selection as applicable in the Event specified as the second Event by the Betting Operator;
- (ii) any Selection comprising the Winning Team and the Score Range or Ranges nearest to the correct Score Range in the Event specified as the second Event by the Betting Operator, and the Winning Team with the correct Score Range or draw Selection as applicable in the Event specified as the first Event by the Betting Operator;

and, if none of these alternative combinations has been selected the Pool shall be refunded to the Investors on the **Footy Double and Footy Xtra Double** at the Meeting where these combinations have not been selected.

13.2.7 HALF /FULL DOUBLE AND HALF /FULL XTRA DOUBLE

At the discretion of the Betting Operator, the Pool may not be transferred to a subsequent **Half/Full Double or Half/Full Xtra Double** Pool, but may instead be divided amongst the Investors who have nominated the following combinations specified in order of precedence—

- (i) the Leading Team at half time and the Score Range or ranges nearest to the correct Score Range in the first half and the Winning Team with the correct Score Range or draw Selection as applicable in the second half;
- (ii) the Winning Team and the Score Range or ranges nearest to the correct Score Range in the second half and the Leading Team with the correct Score Range or draw Selection as appropriate in the first half;

and, if no Investor selects any of the combinations referred to in the previous subparagraphs, the Pool will be refunded to the Investors on the **Half /Full Double and Half /Full Xtra Double** at the Meeting where these combinations have not been selected.

13.2.8 TRIFECTA

At the discretion of the Betting Operator, the **Trifecta** dividend pool for that Event may not be transferred to the Trifecta jackpot pool for the Trifecta conducted on the Succeeding Trifecta Event, but may instead be divided amongst the Investors who have nominated the following combinations in order of precedence—

- (i) the winner, the second placing and the third placing irrespective of order;
- (ii) any two of the Selections placed first, second or third with any other starter in the Event irrespective of order;

and, if none of the alternative combinations has been selected, the Pool shall be refunded to the Investors on the Trifecta at the Meeting where these combinations have not been selected.

13.2.9 BIG6

At the discretion of the Betting Operator, the two Dividend levels of BIG6 set out in Rule 15, which form the total Pool may not be transferred to a Major dividend pool of a subsequent BIG6 pool, but may instead be divided amongst the Investors on the winners of the first five scheduled Events with any losing Selection in the remaining Event. If none of these combinations have been selected, the Pool shall be refunded to the Investors of the last BIG6 where combinations have not been selected.

13.3. The Betting Operator shall use reasonable endeavours to notify Investors if it exercises the discretion contained in Rules 13.2.1 to 13.2.9 to divide any of the various Pools according to the order of precedence set out in those Rules.

13.4. For the purpose of these Rules—

“Jackpot Allocation Table” means the following table—

| Meeting Class | Definition |
|-------------------------------|---|
| NSW / ACT Metropolitan Race | A horse race held in NSW or ACT and conducted by a club that occupies one of the following race courses— <ul style="list-style-type: none"> (a) Royal Randwick; (b) Rosehill Gardens; (c) Warwick Farm; or (d) Canterbury Park |
| NSW/ACT Non-Metropolitan Race | A horse race held in NSW or ACT that is not defined in this table as a NSW / ACT Metropolitan Race. |
| VIC Metropolitan Race | A horse race held in VIC and conducted by a club that occupies one of the following race courses— <ul style="list-style-type: none"> (a) Flemington; (b) Caulfield; (c) Sandown; or (d) Moonee Valley |
| VIC Non-Metropolitan Race | A horse race held in VIC that is not defined in this table as a VIC Metropolitan Race. |
| TAS Metropolitan Race | A horse race held in TAS and conducted by a club that occupies one of the following race courses— <ul style="list-style-type: none"> (a) Hobart; or (b) Launceston |
| TAS Non-Metropolitan Race | A horse race held in TAS that is not defined in this table as a TAS Metropolitan Race. |

| Meeting Class | Definition |
|------------------------------|--|
| QLD/ NT Metropolitan Race | A horse race held in QLD or NT and conducted by a club that occupies one of the following race courses— (a) Eagle Farm; or (b) Doomben. |
| QLD/NT Non-Metropolitan Race | A horse race held in QLD or NT that is not defined in this table as a QLD / NT Metropolitan Race. |
| SA Metropolitan Race | A horse race held in SA and conducted by a club that occupies one of the following race courses— (a) Morphettville; (b) Cheltenham; or (c) Victoria Park. |
| SA Non-Metropolitan Race | A horse race held in SA that is not defined in this table as a SA Metropolitan Race. |
| WA Metropolitan Race | A horse race held in WA and conducted by a club that occupies one of the following race courses— (a) Ascot; or (b) Belmont. |
| WA Non-Metropolitan Race | A horse race held in WA that is not defined in this table as a WA Metropolitan Race. |
| International Race | A horse race held outside Australia. |
| NSW/ACT Harness race | A harness race held in NSW or ACT. |
| VIC harness race | A harness race held in VIC. |
| TAS harness race | A harness race held in TAS. |
| QLD/NT harness race | A harness race held in QLD or NT. |
| SA harness race | A harness race held in SA. |
| WA harness race | A harness race held in WA. |
| International harness race | A harness race held outside Australia. |
| NSW/ACT greyhound race | A greyhound race held in NSW or ACT. |
| VIC greyhound race | A greyhound race held in VIC. |
| TAS greyhound race | A greyhound race held in TAS. |
| QLD/NT greyhound race | A greyhound race held in QLD or NT. |
| SA greyhound race | A greyhound race held in SA. |
| WA greyhound race | A greyhound race held in WA. |
| International greyhound race | A greyhound race held outside Australia. |

“**Succeeding First 4 Event**” means, in relation to a First 4 Event (“Initial First 4 Event”)—

- (i) the next First 4 Event (if any) conducted at the same Meeting as the Initial First 4 Event;

or if there is none

- (ii) the next First 4 Event at a meeting selected by the Betting Operator in accordance with rule 13.2(b)(ii).

“Succeeding Quaddie” means in relation to a Quaddie (“Initial Quaddie”) the next Quaddie at a Meeting selected by the Betting Operator in accordance with clause 13.2(b)(i).

“Succeeding Trifecta Event” means, in relation to a Trifecta Event (“Initial Trifecta Event”)—

(i) the next Trifecta Event (if any) conducted at the same Meeting as the Initial Trifecta Event;

or if there is none

(ii) the next Trifecta Event at a Meeting selected by the Betting Operator and within the same class as defined in the Jackpot Allocation Table;

“Succeeding BIG6” means in relation to a **BIG6** (“Initial **BIG6**”) the next **BIG6** at a Meeting selected by the Betting Operator in accordance with clause 13.2(b)(iii).

13.5. For each Trifecta Pool there shall be—

(i) a Trifecta jackpot pool into which must be paid any amounts which, under Rules 7.3(ii), 12.5, 13.3 or 14.2, are required to be transferred to the Trifecta jackpot pool for that Event;

(ii) a Trifecta dividend pool into which must be paid—

(A) Trifecta Investments on that Event after the deduction of Commission and any Refunds; and

(B) the amount (if any) transferred to the Trifecta jackpot pool for that Event.

13.6. For each Quaddie Pool there shall be—

(i) a Quaddie jackpot pool into which must be paid any amount which, under Rule 7.3(ii), 12.6 or 13.3.2 are required to be transferred to the Quaddie jackpot pool;

(ii) a Quaddie dividend pool into which must be paid—

(A) Quaddie Investments for that Quaddie after the deduction of Commission and any Refunds; and

(B) the amount (if any) transferred to the Quaddie jackpot pool for that Quaddie.

13.7. For each First 4 Pool there shall be—

(i) a First 4 jackpot pool into which must be paid any amount which, under Rules 7.3(ii), 12.11 or 14.4, are required to be transferred to the First 4 jackpot pool;

(ii) a First 4 dividend pool into which must be paid—

(A) First 4 Investments for that First 4 after the deduction of Commission and any Refunds; and

(B) the amount (if any) transferred to the First 4 jackpot pool for that First 4.

13.8. For each BIG6 Pool, there shall be—

(i) a BIG6 jackpot pool into which must be paid any amount which, under Rule 12.12 are required to be transferred to the BIG6 jackpot pool;

(ii) a BIG6 dividend pool into which must be paid—

(A) BIG6 investments for that BIG6 after the deduction of Commission and any refunds;

(B) the amount (if any) transferred to the BIG6 jackpot pool for that BIG6.

13.9. COUNTBACKS

In the event of there being no Investor on the appropriate Selections for the Place, Double, Quinella, Exacta and Duet the alternative combinations in order of precedence for the distribution of the Pool shall be—

13.9.1 PLACE

(i) TWO PLACE DIVIDENDS RACE

The other placed Selection;

(ii) THREE PLACE DIVIDENDS RACE

If one of the placed Selections has not been backed, the Pool shall be divided into two equal parts which shall be divided amongst the Investors on each of the placed Selections which have been backed; and

if two of the placed Selections have not been backed, the Pool shall be divided amongst the Investors on the placed Selection which has been backed;

and the Pool shall be refunded to the Investors if these alternative combinations have also not been Selected.

13.9.2 DOUBLE

- (i) the winner of the first Event with the second placing in the second Event;
- (ii) the winner of the first Event with the third placing in the second Event;
- (iii) the second placing in the first Event with the winner of the second Event;
- (iv) the second placing in the first Event with the second placing in the second Event;
- (v) the second placing in the first Event with the third placing in the second Event;
- (vi) the third placing in the first Event with the winner of the second Event;
- (vii) the third placing in the first Event with the second placing in the second Event;
- (viii) the third placing in the first Event with the third placing in the second Event;

and the Pool shall be refunded to the Investors if these alternative combinations have also not been Selected.

13.9.3 QUINELLA

- (i) the winner and the third placing;
- (ii) the second placing and the third placing;

and the Pool shall be refunded to the Investors if these alternative combinations have also not been Selected.

13.9.4 EXACTA

- (i) the second placing and the winner;
- (ii) the winner and the third placing;
- (iii) the third placing and the winner;
- (iv) the second placing and the third placing; and
- (v) the third placing and the second placing;

and the Pool shall be refunded to Investors if these alternative combinations have also not been selected.

13.9.5 DUET

- (i) If one of the combinations set out in Rule 7.1(i) has not been backed, the Pool shall be divided into two equal parts which shall be divided amongst the Investors on each of the combinations which have been backed; and
- (ii) If two of the combinations set out in Rule 7.1(i) have not been backed, the Pool shall be divided amongst the Investors on the combination which has been backed;
- (iii) the Pool shall be refunded to Investors if these alternative combinations have also not been selected.

14. DECLARATION OF LESS THAN THREE PLACINGS**14.1. QUINELLA AND EXACTA**

If—

- (a) one winner only is declared; and
- (b) no second or third placing is declared;

the Pool shall be divided amongst the Investors on the combination of the winner and any other Selection in the Event irrespective of order.

14.2. TRIFECTA

- (a) if only two placings are declared—
 - (i) the Trifecta jackpot pool for that Event is transferred to the Trifecta jackpot pool conducted on the Succeeding Trifecta Event; and
 - (ii) the remainder of the Trifecta dividend pool shall be divided amongst the Investors, on the correct combination of the two placed Selections with any other Selection in the Event;
- (b) if only a winner is declared—
 - (i) the Trifecta jackpot pool for that Event is transferred to the Trifecta jackpot pool conducted on the Succeeding Trifecta Event; and
 - (ii) the remainder of the Trifecta dividend pool shall be divided amongst the Investors, on the correct combination of the winner and any other two Selections in the Event;

and the remainder of the Trifecta dividend pool shall be transferred to the Trifecta jackpot pool conducted on the Succeeding Trifecta Event if these alternative combinations have also not been Selected.

14.3. DUET

- (a) if only two placings are declared, the Pool shall be divided amongst the Investors on that combination.
- (b) if only a winner is declared, the Pool shall be divided amongst the Investors or the combination of the winner and any other Selection in the Event irrespective of order;

and the Pool shall be refunded to Investors if these alternative combinations have not been selected.

14.4. FIRST 4

- (a) If only three placings are declared—
 - (i) the First 4 jackpot pool for that Event is transferred to the First 4 jackpot pool conducted on the Succeeding First 4 Event; and
 - (ii) the remainder of the First 4 Pool shall be divided amongst the Investors on the correct combination of the three placed Selections with any other Selection in the Event;
- (b) If only two placings are declared—
 - (i) the First 4 jackpot pool for that Event is transferred to the First 4 jackpot pool conducted on the Succeeding First 4 Event; and
 - (ii) the remainder of the First 4 Pool shall be divided amongst the Investors on the correct combination of the two placed Selections with any other two Selections in the Event;
- (c) If only a winner is declared—
 - (i) the First 4 jackpot pool for that Event is transferred to the First 4 jackpot pool conducted on the Succeeding First 4 Event; and
 - (ii) the remainder of the First 4 Pool shall be divided amongst the Investors on the correct combination of the winner and any other three Selections in the Event;

and the remainder of First 4 dividend pool shall be transferred to the First 4 jackpot pool conducted on the Succeeding First 4 Event if these alternative combinations have also not been Selected.

15. BIG6 DIVIDEND LEVELS

15.1. Subject to Rules 15.2 and 15.3 the **BIG6** Pool shall be divided into two parts as nearly as possible in accordance with the percentages listed below—

- (i) **Major Dividend**—an Investment containing winning Selections in 6 Events: 90%
- (ii) **Supplementary Dividend**—an Investment containing winning Selections in the first 5 scheduled Events and a losing Selection in the remaining Event: 10%

15.2. If one, two or three Events in a **BIG6** are cancelled, postponed, or abandoned, 100% of the **BIG6** Pool shall be available for Major Dividends and all Selections in the affected legs shall be deemed to be winners.

15.3. If four or more Events in a **BIG6** are cancelled, postponed or abandoned, the **BIG6** Pool shall be refunded, excluding any carry-in jackpot.

15.4. In the event that there is no Investment containing the number of winning Selections required for Major or Supplementary Dividends as set out in Rules 15.2 and 15.3, that part of the **BIG6** Pool shall be carried forward—

- (iii) if the Betting Operator has determined to transfer that part of the **BIG6** Pool to a subsequent **BIG6** Pool, to a Major Dividend of a subsequent **BIG6** Pool conducted by the Betting Operator; or
- (iv) if the Betting Operator has determined not to transfer that part of the **BIG6** Pool to a subsequent **BIG6** Pool, to the Dividend in that **BIG6** with the next lowest number of winning Selections for that Dividend.

15.5. **BIG6** Jackpot allocations are added to the Major Dividend. Supplementary Dividends do not receive Jackpot allocations.

16. MINIMUM DIVIDEND

16.1. This Rule only applies to the following Racing Totalisator Bet Types—

- Win
- Place
- Quinella
- Exacta
- Duet
- Trifecta
- First 4
- Double
- Quaddie
- and to Sports Totalisators.

In this Rule

- (a) “the notional dividend” means the amount calculated in the usual manner as the dividend in respect of the base unit of Investment on an Event;
- (b) “the payable dividend” means the amount to be paid as a dividend in respect of the base unit of Investment on an Event.

16.2. Subject to Rules 16.3 and 16.5 and the provisions in the Act pertaining to the calculation of dividends, the notional dividend in respect of an Event shall be the payable dividend in respect of that Event.

16.3. Subject to Rule 16.4, where the notional dividend in respect of an Event is—

- (a) less than or equal to the base unit of Investment; or
- (b) more than the base unit of Investment but less than the base unit of Investment plus 5 cents,

the payable dividend shall be 104% of the base unit of Investment.

16.4. Rule 16.3 does not apply—

- (a) where 2 or more Competitors dead heat in an Event and the Pool or part of the Pool is to be divided among the Competitors that dead heat;
- (b) if as a result of the application of Rule 16.3 the payable dividend in respect of one or more parts of a Pool, the total amount of dividends payable in respect of an Event would exceed the total Investments in respect of that Event (less any Refunds);
- (c) to **Win, Place, Quinella, Exacta, Duet, Trifecta, First 4 Double, and Quaddie** Bet Types if the total amount of dividends payable in respect of an Event would exceed the total Investments in respect of that Event (less any Refunds);
- (d) to the **Place** Bet Type—
 - (A) if the total Investments on any one of the placed Competitors in a Two Place Dividends Race is more than 50% of the total Investments in respect of that Event (less any Refunds);
 - (B) if the total Investments on any one of the placed Competitors in a Three Place Dividends Race is more than 40% of the total Investments in respect of that Event (less any Refunds);
- (e) to the **Duet** Bet Type if the total Investments on any one of the combinations that are placed is more than 40% of the total Investments in respect of that Event (less any Refunds);
- (f) to Sports Totalisators; or
- (g) where Rule 7.1(k) is operative.

16.5. In the circumstances referred to in Rule 16.4 the payable dividend shall be the notional dividend or the base unit of Investment, whichever is greater.

16.6. If as a result of the operation of Rules 16.3 or 16.5 there is insufficient money in the Pool for payment of the total payable dividends, the deficiency shall be paid by the Betting Operator.

17. SELECTION NUMBERS AND SCORE RANGES FOR SPORTS TOTALISATORS

17.1. FOOTY DOUBLE, FOOTY XTRA DOUBLE, HALF /FULL DOUBLE , QUAD AND QUARTER QUAD

| Selections | Home Team to Win/Lead by: | Selections | Away Team to Win/Lead by: |
|------------|------------------------------|------------|---------------------------|
| 1 | Score Range 1-12 | 9 | Score Range 1-12 |
| 2 | Score Range 13-24 | 10 | Score Range 13-24 |
| 3 | Score Range 25-36 | 11 | Score Range 25-36 |
| 4 | Score Range 37-48 | 12 | Score Range 37-48 |
| 5 | Score Range 49-60 | 13 | Score Range 49-60 |
| 6 | Score Range 61-72 | 14 | Score Range 61-72 |
| 7 | Score Range 73 + | 15 | Score Range 73 + |
| 8 | DRAWN GAME/TIED SCORES | | |

17.2. FOOTY WIN

| Selections | Home Team to Win by: | Selections | Away Team to Win by: |
|-------------------|---------------------------------|-------------------|---------------------------------|
| 1 | Score Range 0-12 | 6 | Score Range 0-12 |
| 2 | Score Range 13-24 | 7 | Score Range 13-24 |
| 3 | Score Range 25-42 | 8 | Score Range 25-42 |
| 4 | Score Range 43-60 | 9 | Score Range 43-60 |
| 5 | Score Range 61+ | 10 | Score Range 61+ |

APPENDIX A
TOTALISATOR MAXIMUM COMMISSION DEDUCTIONS AND
WIN RATES TABLE

1. Totalisator Maximum Commission Deductions and Win Rates (Return to Investor)
 Racing (parimutuel)

| Bet Type | Maximum Commission Deduction (%) | Win Rate (%) |
|--------------------------|--|--------------|
| Win | 14.50% | 85.50 |
| Place | 14.25% | 85.75 |
| Quinella | 14.75% | 85.25 |
| Duet | 14.50% | 85.50 |
| Exacta | 16.50% | 83.50 |
| Trifecta | 20.00% | 80.00 |
| First 4 | 22.50% | 77.50 |
| Daily Double | 17.00% | 83.00 |
| Running Double | 17.00% | 83.00 |
| Quaddie | 20.00% | 80.00 |
| BIG6 | 25.00% | 75.00 |
| International Pooled Bet | The lesser of 25.00% or the maximum commission applying in the pooling (host) jurisdiction | |

* Totalisator Win Rates (Return to Investor) Sports (AFL)

| Bet Type | Win Rate (%) |
|-----------------------|--------------|
| Footy Win | 80.00% |
| Footy Double | 80.00% |
| Footy Xtra Double | 80.00% |
| Half/Full Double | 80.00% |
| Half/Full Xtra Double | 80.00% |
| Quad | 75.00% |
| Quarter Quad | 75.00% |
| Tip 7 | 80.00% |
| Tip 8 | 80.00% |