

# **BOOKMAKER DECLARED BETTING EVENTS BETTING RULES**

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

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## 1 PRELIMINARY

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

## 2 DEFINITIONS

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

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

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

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

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

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

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

**“Department”** means Liquor & Gaming NSW.

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

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

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

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

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

**“Price”** means either:

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

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

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

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

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

### **3 TRANSACTIONS**

#### **3.1 GENERAL**

##### **3.1.1 Amount of declared betting event bets**

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

##### **3.1.2 Acceptance and Payment for Bets**

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

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

##### **3.1.3 Discretion of authorised betting event bookmaker**

An authorised betting event bookmaker is under no obligation to:

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

##### **3.1.4 Limit as to scheduled determination date**

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

##### **3.1.5 Subsequent calling off of a declared betting event bet**

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

##### **3.1.6 Approved forms of betting**

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

##### **3.1.7 Price setting and fluctuations**

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

### **3.1.8 Currency of prices displays**

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

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

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

### **3.1.9 Refusal of bets**

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

### **3.1.10 Refunds**

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

### **3.1.11 Price setting by authorised employees and agents**

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

### **3.1.12 Postponement of payment of payouts**

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

## **3.1 CASH BETS**

### **3.2.1 Issue of tickets**

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

### **3.2.2 Betting ticket details**

The declared betting event betting ticket shall include details of:

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

### **3.2.3 Betting tickets as a customer receipt**

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

### **3.2.4 Cancellation of bets when no money tendered**

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

### **3.2.5 Betting ticket details as official record**

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

### **3.2.6 Cancellation of bets by customers**

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

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

### **3.2.7 Authorised betting event bookmaker cancellation periods**

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

## **3.2 TELEPHONE BETS**

### **3.3.1 Recording of telephone bets**

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

### **3.3.2 Incomplete telephone conversations**

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

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

## **3.4 BETTING ACCOUNTS**

### **3.4.1 Use of betting accounts**

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

### **3.4.2 Provision of betting account balance**

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

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

### **3.4.2 Betting account statements**

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



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

#### **3.4.3 Overdrawn betting accounts**

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

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

#### **3.4.4 Security over betting accounts**

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

### **3.5 INTERNET BETTING**

#### **3.5.1 Customer to confirm declared betting event bet details**

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

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

#### **3.5.2 Confirmation of declared betting event bet**

- (a) Upon confirmation of the declared betting event bet by the customer in accordance with clause 3.5.1(b), the customer may not cancel, amend or replace the declared betting event bet.
- (b) The declared betting event bets contained in the request shall be accepted and confirmed by the authorised betting event bookmaker upon allocation by the authorised betting event bookmaker of a serial number to the declared betting event bets.
- (c) The authorised betting event bookmaker will take all reasonable endeavours to notify the customer of confirmation of the declared betting event bet by issuing to the customer an Internet betting receipt.
- (d) If the customer does not receive an Internet betting receipt in respect of a declared betting event bet, the customer may request a receipt by telephone or in writing and the authorised

- betting event bookmaker shall provide confirmation of the declared betting event bet.
- (e) If the customer receives an Internet betting receipt that does not match the declared betting event bet request confirmed by the customer, the customer may make a claim in relation to the declared betting event bet, provided such claim is rendered to the authorised betting event bookmaker within fourteen (14) days of the date of placing the declared betting event bet by the customer.

### **3.5.3 Customer to keep identity verification information confidential**

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

### **3.5.4 Customer responsible for transactions relating to their accounts**

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

### **3.5.5 Records of declared betting event bets**

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

### **3.5.6 Internet betting access may be denied without notice**

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

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

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

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

The customer agrees to the use by the authorised betting event bookmaker of the information provided by the customer on the web site for any purpose relating to the opening of an account, the activation of Internet access, the placement of declared betting event bets by the customer, for marketing purposes or as required by law.

### **3.5.9 Web site information may change without notice**

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

#### **4 DECLARED BETTING EVENTS**

##### **4.1 Declared betting events**

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

##### **4.2 All-up and multiple declared betting event bets**

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

##### **4.3 No requirement to quote on all potential outcomes or contingencies**

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

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

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

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

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

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

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

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

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

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

## 5. DETERMINATION OF RESULTS

### 5.1 General

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

#### 5.1.1 All-in Basis

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

- (a) some other basis is expressly and specifically agreed between a duly authorised officer of the authorised betting event bookmaker and the customer at the time of making the relevant declared betting event bet; or
- (b) an additional proviso applied by an Authorised betting event bookmakers to the relevant declared betting event bet in accordance with clause 1.4 expressly and specifically that the declared betting event bet is not made on an All-in Basis.

#### **5.1.2 Determination of result**

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

#### **5.1.3 Line betting (points start)**

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

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

#### **5.1.4 Right of bookmaker to cease betting**

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

#### **5.1.5 Amount of Payout**

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

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

#### **5.1.6 Postponement of a declared betting event**

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

#### **5.1.7 Prices offered for tie, etc**

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

#### **5.1.8 Prices not offered for tie, etc**

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

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

#### **5.1.9 Multiple bets and tie, etc**

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

- (a) if the selection in any of the contingencies or declared betting events loses, or is deemed to have lost, the whole of the declared betting event bet is lost;

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

#### **5.1.10 Cancellation of declared betting event prior to commencement**

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

#### **5.1.11 Reliance on official or podium positions**

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

#### **5.1.12 Scratchings where declared betting event subsequently postponed**

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

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

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

#### **5.1.14 Change of venue of declared betting event**

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

#### **5.1.15 Payment of payouts for "outcomes not quoted"**

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

### **5.2 DECLARED EVENTS SPECIFIC**

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

#### **5.2.1 Boxing**

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

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

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

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

#### **5.2.2 Cricket**

**5.2.2.1** In the case of all types of cricket matches,

- (a) Unless at least one ball is bowled, all declared betting event bets on the match are deemed void and are to be refunded.
- (b) A player who officially retires for any reason other than injury is deemed to be out.



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

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

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

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

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

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

- (b) In the case of declared betting event betting on the highest scoring batsman (across both teams).
  - The successful outcome will be the batsman scoring the most runs, regardless of whether or not all batsmen for either team have faced a ball.

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

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

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

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

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

### **5.2.3 Golf**

- 5.2.3.1**(a) Where a tournament which is scheduled for seventy-two (72) holes is abandoned for any reason, if less than thirty-six (36) holes have been completed, all declared betting event bets on the outcome of the tournament are void and are to be refunded. If thirty-six (36) or more holes have been completed and an official result is declared by the relevant recognised governing body, all declared betting event bets stand and are to be determined in accordance with that official result. This clause is subject to clause 5.2.3.6.
- (b) Where a tournament which is scheduled for ninety (90) holes is abandoned for any reason, if less than fifty-four (54) holes have been completed, all declared betting event bets on the outcome of the tournament are void and are to be refunded. If fifty-four (54) or more holes have been completed and an official result is declared by the relevant recognised governing body, all declared betting event bets stand and are to be determined in accordance with that official result. This clause is subject to clause 5.2.3.6.

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

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

**5.2.3.4** In the case of "group" betting:

- (a) Where all players in a group fail to complete the scheduled number of holes in an event, the winner of that group shall be the player who completes the most number of holes.
- (b) Where some of the players in a group fail to complete the scheduled number of holes in an event, the winner of that group shall be the player(s) among those who complete the most number of holes with the lowest score.
- (c) Where all players in a group complete the same number of holes, the winner will be the player with the lowest score (subject to clauses 5.2.3.1 and 5.2.3.2 herein).

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

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

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

## **5.2.4 Motor Racing**

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

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

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

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

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

## **5.2.5 Rugby League**

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

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

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

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

## **5.2.6 Rugby Union**

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

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

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

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

**5.2.7 Soccer**

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

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

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

**5.2.8 Tennis**

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

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

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

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

## **5.2.9 Yachting**

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

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

## **5.2.10 Jockey Challenge**

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

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

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

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

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



unassailable lead, in which case all declared betting event bets stand.

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

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

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

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

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

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

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

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

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

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

**5.2.10.11** Allocated points will not be subject to change in the case of any future disqualification. Any dispute regarding the declared

winner will be adjudicated by Racing NSW stewards whose decision shall be final.

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

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

#### **5.2.11 Baseball**

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

#### **5.2.12 Trainers Challenge**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **5.2.13 Election/political events**

- 5.2.5.1** Election and/or political events can include local, national and international elections, inclusive of national events such as plebiscites or referendums.
- 5.2.5.2** Election events cannot include NSW State or Council elections where betting on this kind of event is otherwise prohibited by NSW legislation.
- 5.2.5.3** Election/political declared betting event bets are subject to the following conditions, in that they must:

- (a) meet community expectations;

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

#### **5.2.14 Novelty events**

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

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

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

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

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

- (j) if there is any doubt in relation to whether a market may be in poor taste/likely to offend, not open that market;
- (k) close any market following written direction from the Department.

## **6 MISCELLANEOUS**

### **6.1 BETTING BY MINORS**

#### **6.1.1 Acceptance of bets**

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

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

#### **6.1.2 Placement of bets**

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

### **6.2 DISCLAIMER**

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

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

- (g) Any subsequent change to the result of a declared betting event after a result has been declared by the recognised governing body of that event in accordance with clause 5.1.11.
- (h) Unauthorised use of the customers account.
- (i) In the case of a cash declared betting event bet, failure by the customer to correct inaccurate or omitted declared betting event bet details recorded on a declared betting event betting ticket immediately upon issue of the declared betting event betting ticket.
- (j) In the case of a telephone declared betting event, failure by a customer to correct inaccurate or omitted declared betting event bet details when such details are called back to the customer by the authorised betting event bookmaker.
- (k) In case of an Internet declared betting event bet, where the customer has confirmed the declared betting event bet request in accordance with Rule 3.5.1(b).
- (l) In the case of an Internet declared betting event bet, use of, participation in or inability to obtain access to the web site for the purpose of making a declared betting event bet.
- (m) In the case of an Internet declared betting event, any loss or damage caused in the event that the computer of the customer becomes infected with a virus as a result of connecting to the web site of the authorised betting event bookmaker or by any technology failure whatsoever.
- (n) Access by the customer to web sites of any person via links from the web site of the authorised betting event bookmaker.
- (o) Any prices quoted by any source other than authorised staff of the authorised betting event bookmaker or any quoted prices which are no longer valid for betting purposes.
- (p) The failure, exclusion or refusal of any competitor, team or member of a team to start or complete a declared betting event.
- (q) The refusal or inability of the authorised betting event bookmaker, or authorised staff of the authorised betting event bookmaker to accept all or part of a declared betting event bet or to accept declared betting event bets on a particular outcome or contingency on any declared betting event or form of betting on a declared betting event.
- (r) The exercise by the authorised betting event bookmaker of any discretion conferred on the authorised betting event bookmaker under these Rules or the manner in which that discretion is exercised either generally or in particular circumstances.

### **6.3 LOST OR DESTROYED TICKETS**

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

## **7 DISPUTES**

### **7.1 COMPLAINTS**

#### **7.1.1 Complaints concerning records of telephone declared betting event bets**

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

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

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

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

## **7.2 ENFORCEABILITY**

### **7.2.1 Enforceability of authorised betting event bookmaker decisions**

The decision of an authorised betting event bookmaker upon:

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

subject to part 7.3 shall be final and conclusive.

## **7.3 RESOLUTION OF DISPUTES**

### **7.3.1 Declared Betting Events Betting Disputes Panel**

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

### **7.3.2 Matters referable to Declared Betting Events Betting Disputes Panel**

In the event of:

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

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

### **7.3.3. Prior attempt at resolution**

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

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

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

#### **7.3.5 Contact point for Declared Betting Events Betting Disputes Panel**

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

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

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

Or via the online form which can be found at:

<https://industry.nsw.tf/forms/4634132>