



# New Zealand Gazette

OF THURSDAY, 6 JUNE 1996

WELLINGTON: FRIDAY, 7 JUNE 1996 — ISSUE NO. 58

## Notification of Approval of Rules for Totalisator Sports Betting, Fixed Odds Sports Betting and Fixed Odds Race Betting

### New Zealand Racing Industry Board

#### Racing Act 1971

#### New Zealand Racing Industry Board

#### *Notification of Approval of Rules for Totalisator Sports Betting, Fixed Odds Sports Betting and Fixed Odds Race Betting*

Pursuant to the Racing Act 1971 and its subsequent amendments on 15 December 1995, the New Zealand Racing Industry Board on the 22nd day of May 1996 resolved to approve the following Rules, with effect from 9 a.m. on Monday, 24th June 1996.

- 4.0 Conditions Applicable to Totalisator Sports Betting
- 5.0 Conditions Applicable to Fixed Odds Sports Betting
- 6.0 Conditions Applicable to Fixed Odds Race Betting

The Rules are as set out in the Schedule hereto.

#### 4.0 CONDITIONS APPLICABLE TO TOTALISATOR SPORTS BETTING

##### 4.1 Totalisator Sports Betting Rules

##### 4.1.1 Purpose of Rules

The purpose of these rules is to make provision for the conditions under which investments will be accepted at, or through, Totalisator Agencies and for the other matters

incidental to the operation of Totalisator Sportsbetting conducted under Part VB of the Racing Act.

##### 4.1.2 Interpretation

- “Away Team” means the team designated as such by Board.
- “Dividend Pool” is the amount of money, less refunds and statutory deductions, invested in a sportsbetting Totalisator conducted under part VB of Racing Act.
- “Final Score” means the official number of points scored by each team at the conclusion of a match.
- “Home Team” means the team designated as such by the Board.
- “Points” shall include goals or runs or strokes where the words goals, runs and strokes are used to describe the scoring in a particular sport.
- “Points Start” means the number of points to be added to a team or players score for the purposes of determining the winning option.
- “Winning Margin” means the number of points difference in a final score.

##### 4.1.3 Selection of Events

Subject to section 99j of the Act the Board may conduct Totalisator Sportsbetting on any sporting event or events whether conducted in New Zealand or outside New Zealand or on any contingency arising from an event or a sequence of such sporting events.

##### 4.1.4 Points - Starts and Margins

The Board can set points starts and projected margins for any sporting event on which it operates Totalisator Sportsbetting.

#### 4.1.5 Results

The result of a sporting event shall be as declared by the controlling body at the conclusion of the event.

#### 4.1.6 Circumstances not provided by the Rules

If a circumstance relating to Sportsbetting arises which is not provided for by these Rules the matter shall be dealt with in such manner as the Board may determine.

The decision of the Board upon:

(a) Any question or dispute as to the amount of dividend return or refund payable in respect of any ticket.

(b) Any question as to the genuineness of any ticket as to any forgery or alteration thereto or tampering therewith.

(c) The interpretation of these rules shall be final and conclusive.

#### 4.2 Pick The Score

##### 4.2.1 Interpretation

In these Rules, unless the context otherwise requires:

“Pick The Score” shall consist of a totalisator betting game in which final score options in a match are offered for investment.

“Winning Option” means the correct final score for both teams or players in a match.

##### 4.2.2 Object of the Game

The object of Pick the Score is to pick the final score for the designated teams or players.

##### 4.2.3 Dividend Payment Priorities

(a) Subject to the provisions of these Rules, the Dividend Pool shall be divided among those investors selecting the Winning Option in the designated match.

(b) In the event of no investor selecting the final score, and the match not being drawn for Pick The Score.

(i) The Dividend Pool shall be divided among investors selecting the winning team's score and the losing team's score plus or minus one point.

(ii) If no investor has selected (i) the pool shall be divided among the investors selecting the winning team's score plus or minus one point and the losing team's score.

(iii) If no investor has selected (ii) the pool shall be divided among the investors selecting the winning team's score plus or minus one point and the losing team's score plus or minus one point

(iv) If no investor has selected (iii) the pool shall be divided among the investors selecting the winning teams score and the losing team's score plus or minus two points.

(v) If no investor has selected (iv) the pool shall be divided among the investors selecting the winning team's score plus or minus two points and the losing team's score.

(vi) If no investor has selected (v) the pool shall be divided among the investors selecting the winning team's score plus or minus one point and the losing team's score plus or minus two points.

(vii) If no investor has selected (vi) the pool shall be divided among the investors selecting the winning team's score plus or minus two points and losing team's score plus or minus one point.

(viii) If no investor has selected (vii) the pool shall be divided among the investors selecting the winning team's score plus or minus two points and the losing team's score plus or minus two points.

(ix) If no investor has selected (viii) the pool shall be divided among the investors selecting the winning

team's score and the losing team's score plus or minus three points.

(x) If no investor has selected (ix) the pool shall be divided among the investors selecting the winning teams score plus or minus three points and the losing team's score.

(xi) If no investor has selected (x) the pool shall be divided among the investors selecting the winning team's score plus or minus one point and the losing team's score plus or minus three points.

(xii) If no investor has selected (xi) the pool shall be divided among the investors selecting the winning team's score plus or minus two points and the losing team's score plus or minus three points.

(xiii) If no investor has selected (xii) the pool shall be divided among the investors selecting the winning team's score plus or minus three points and the losing team's score plus or minus one point.

(xiv) If no investor has selected (xiii) the pool shall be divided among the investors selecting the winning team's score plus or minus three points and the losing team's score plus or minus two points.

(xv) If no investor has selected (xiv) the pool shall be divided among the investors selecting the winning team's score plus or minus three points and the losing team's score plus or minus three points.

(xvi) If no investor has selected (xv) the pool shall be divided among the investors selecting the winning team's score and any score for the losing team.

(xvii) If no investor has selected (xvi) the pool shall be divided among the investors selecting any score for the winning team and the losing team's score.

(xviii) If no investor has selected (xvii) the pool shall be divided among the investors selecting any score for either team.

(c) In the event of no investor selecting the final score, and the match being drawn for Pick The Score, the Dividend Pool shall be divided among investors in the following order of priority:

(i) Investors selecting a drawn result being the home team's score plus or minus one point and the away team's score plus or minus one point.

(ii) Investors selecting a drawn result being the home team's score plus or minus two points and the away team's score plus or minus two points.

(iii) Investors selecting a drawn result being the home team's score plus or minus three points and the away team's score plus or minus three points.

(iv) Investors selecting the home team's score and the away team's score plus or minus one point.

(v) Investors selecting the home team's score plus or minus one point and the away team's score plus or minus one point, not being a drawn result selection.

(vi) Investors selecting the home team's score plus or minus one point and the away team's score.

(vii) Investors selecting the home team's score and the away team's score plus or minus two points.

(viii) Investors selecting the home team's score plus or minus two points and the away team's score.

(ix) Investors selecting the home team's score plus or minus one point and the away team's score plus or minus two points.

(x) Investors selecting the home team's score plus or minus two points and the away team's score plus or minus one point.

(xi) Investors selecting the home team's score plus or

minus two points and the away team's score plus or minus two points, not being a drawn result selection.

- (xii) Investors selecting the home team's score and the away team's score plus or minus three points.
- (xiii) Investors selecting the home team's score plus or minus three points and the away team's score.
- (xiv) Investors selecting the home team's score plus or minus one point and the away team's score plus or minus three points.
- (xv) Investors selecting the home team's score plus or minus two points and the away team's score plus or minus three points.
- (xvi) Investors selecting the home team's score plus or minus three points and the away teams score plus or minus one point.
- (xvii) Investors selecting the home team's score plus or minus three points and the away team's score plus or minus two points.
- (xviii) Investors selecting the home team's score plus or minus three points and the away team's score plus or minus three points, not being a drawn result selection.
- (xix) Investors selecting the home team's score and any score for the away team.
- (xx) Investors selecting any score for the home team and the away team's score.
- (xxi) Investors selecting any score for either team.

#### 4.2.4 Matches Forfeited

In the case of a team or player forfeiting a match investors shall be entitled to a refund in accordance with this rule.

#### 4.2.5 Postponements And Abandonments

At its absolute discretion, the Board may allow a period of up to and including seven days for a postponed match to be conducted and included in a Pick The Score game. If a match is postponed for a period or more than seven days it shall be deemed to be abandoned.

A Pick The Score investment will become void and refunds will be made to all investors where a match in such investment is abandoned or is deemed by the Board to be abandoned.

#### 4.2.6 Extra Time Provisions

The Board shall not take into account any points scored during a penalty shoot out for the purposes of determining the score for Pick the Score.

Note: Board wishes to include JackPot provisions for Pick the Score also. Present rules for Pick6 are a guide.

### 4.3 Pick the Winner

#### 4.3.1 Interpretation

In these Rules, unless the context otherwise requires:

"Pick The Winner" shall consist of a Totalisator game on a sporting even or sporting events from which winning options are offered.

"Winning Option" means the contingency or contingencies declared the winner according to the rules of that competition.

#### 4.3.2 Object of the Game

The object of Pick the Winner is to select the Winning Option from the match or matches included in the game.

#### 4.3.3 Dividend Payment Priorities

(a) Subject to the provisions of these Rules, the Dividend Pool shall be divided among those investors selecting the Winning Option in the designated match.

(b) In the event of no investor selecting the Winning Option, the Dividend Pool shall be shared amongst all investments.

#### 4.3.4 Matches Forfeited

In the case of a team or player forfeiting a match, the opposing team or player shall be deemed the Winning Option. In the case of an event where more than one winning option for a match had been offered, the following rules shall apply:

(a) If a draw, tie or dead-heat are offered as betting options in an event, the draw, tie or dead-heat option shall not be deemed to be a Winning Option;

(b) Where play had not commenced, all the bet options offered for the winning competitor or team, except a draw, tie or dead-heat if these options are offered, shall be deemed to be Winning Options and Returns will be divided by the number of such Winning Options;

(c) Where play had commenced, the Winning Option shall be determined by the match position at the time of forfeiture.

#### 4.3.5 Postponements And Abandonments

For investments on a Pick The Winner game with one or more abandoned or postponed matches, the result of that game may be declared and dividends paid on those matches completed. At its absolute discretion, the Board may allow a period of up to and including seven days for a postponed match to be conducted and included in the original game.

#### 4.3.6 Draws

In any match where two or more competitors draw, tie or dead heat, the amount to be paid to successful fixed-odds investments in respect of such competitors shall be the Return divided by the number of such combinations of competitors involved in such a draw, tie or dead-heat except where such draw, tie or dead-heat has been offered by the Board as a separate option in which case it shall be declared the Winning Option.

### 4.4 Pick The Results

#### 4.4.1 Interpretation

In these Rules, unless the context otherwise requires:

"Pick The Results" shall be a totalisator game, and consist of a schedule of matches which teams or players are selected to win or draw.

"Winning Option" means the team, player or option acquiring the highest points in a match or a draw option is available, it shall win if both teams or players score the same number of points in a match.

#### 4.4.2 Object of the Game

The object of Pick the Results is to select the Winning Option in each match included in the game.

#### 4.4.3 Dividend Payment Priorities

(a) Subject to the provisions of these Rules, the Dividend Pool shall be divided among those investments selecting the Winning Options in all matches making up the particular game.

(b) In the event of no investment selecting all Winning Options, the Dividend Pool shall be shared among investments who select the most number of Winning Options in the game.

#### 4.4.4 Postponements And Abandonments

For investments on a Pick The Results game with one or more abandoned or postponed matches, the result of that game may be declared on those matches completed. At its absolute discretion, the Board may allow a period of up to and including seven days for a postponed match to be conducted and included in the original game.

A Pick the Results game will become void and refunds will be made to all investors where less than three matches in the game are completed within a period of up to and

including seven days after the dates on which they were originally scheduled.

#### 4.4.5 Matches Forfeited

In the case of a team or player forfeiting a match, the opposing team or player shall be deemed the Winning Option encompassing all of the winning margins offered for that team or player but excluding a draw.

#### 4.5 Points In

##### 4.5.1 Interpretation

In these rules, unless the context otherwise requires:

“Amalgamated Dividend Pool” means a combined pool available for dividends between the New Zealand TAB and other totalisator systems.

“Points In” shall consist of a schedule of matches in which teams or players are allocated a points start.

“Winning Option” means the team, player or option acquiring the highest points after the addition of the points start in a match.

##### 4.5.2 Object of the Game

The object of Points In is to select the Winning Option in each match included in the game.

##### 4.5.3 Dividend Payment Priorities

(a) Subject to the provision of these Rules, the Dividend Pool, or Amalgamated Dividend Pool if amalgamation with other totalisator systems is occurring, shall be divided among those investments (New Zealand TAB and elsewhere) selecting the Winning Options in all matches making up the particular game.

(b) In the event of no investment (New Zealand TAB or elsewhere) selecting all Winning Options, the Dividend Pool, or Amalgamated Dividend Pool if amalgamation with other totalisator systems is occurring, shall be shared among investments who select the number of Winning Options in the game.

##### 4.5.4 Postponements And Abandonments

For investments on a Points In game with one or more abandoned or postponed matches, the result of that game may be declared on those matches completed. At its absolute discretion, the Board may allow a period of up to and including seven days for a postponed match to be conducted and included in the original game.

A Points In game will become void and refunds will be made to all investors where less than three matches in the game are completed:

(a) by the Tuesday after the dates on which they were originally scheduled where amalgamation with other totalisator systems occurs; or

(b) within a period of up to and including seven days after the dates on which they were originally scheduled for otherwise.

##### 4.5.5 Matches Forfeited

In the case of a team or player forfeiting a match, the opposing team or player shall be deemed the Winning Option encompassing all of the winning margins offered for that team or player only.

##### 4.5.6 Extra Time Provisions

The Board shall not take into account any points scored during a penalty shoot out for the purposes of determining the result of a match for Points In.

## 5.0 CONDITIONS APPLICABLE TO FIXED ODDS SPORTS BETTING

### 5.1 Fixed Odds Sports Betting Rules

#### 5.1.1 Interpretation

In these Rules unless the context otherwise requires:

“All In” means the forfeiture to the Board of all bets made in respect of a competitor which does not in fact participate in an event.

“Board” means the Totalisator Agency Board.

“Competitor” means any person or team anticipated by the board at the commencement of betting to compete in a sporting event.

“Controlling Body” means the National Sporting Organisation which has authorised Sportsbetting on the sporting event, pursuant to section 99L of the Racing Act 1971.

“Odds” means any multiple or factor from time to time set by the Board in its absolute discretion and applied at the time of betting to predetermine the payout in respect of a successful wager.

“Return” means the amount payable to a particular bettor should the result wagered upon by that bettor in fact occur and includes the amount bet upon that result.

“Refund” means the return to the bettor by cash or crediting the amount of his bet to the balance of his account.

“Sporting Event” means any lawful organised game, competition or event involving human competitors which are conducted pursuant to rules under the control of a national or international sporting organisation and for which sports betting has been authorised by a controlling body.

“Ticket” means a ticket issued by the Board in respect of any bet.

“Withdrawal” means competitors who in respect of a sporting event, or part thereof, fail to lawfully qualify, are rendered ineligible, are disqualified or otherwise for any reason whatsoever do not participate in such event.

#### 5.1.2 Purpose of Rules

The purpose of these rules is to establish the conditions of sports betting under which investors may bet on the result of a sporting event and for which outcome the Board has determined the odds.

#### 5.1.3 Setting the Odds

The Board shall at its sole discretion and from time to time set and vary odds for any authorised sporting event and in so doing shall not be obliged to set odds to bear any relation to the level of wagering already accepted for that event.

5.1.4 The acceptance by the Board of a bet in respect of any result at particular odds shall not require the Board to accept any other bet upon the same result at similar odds.

5.1.5 The Board may at any time both prior to the commencement and up until the close of betting discontinue the setting of odds and decline to accept investments in respect of particular results of a sporting event.

5.1.6 The Board may refuse to accept any bet tendered without stating reasons.

5.1.7 The Board shall by electronic means or otherwise as it determines record details including as to odds offered on all bets accepted by it and shall maintain such records for a reasonable period following the conclusion of the sporting

event upon which such betting is conducted but in any case not less than (120) days.

5.1.8 The Board shall at all times endeavour as far as it is reasonably possible to do so, to provide accurate and up to date details of competitors including as to withdrawals and results for all sporting events on which fixed price sports betting is conducted.

5.1.9 All fixed price betting upon sporting events shall be on the basis All In.

5.1.10 The Board will use its best reasonable endeavours at all times to acquaint itself of details of any withdrawals in respect of a particular sporting event. However in any case where the Board was aware or ought to have been aware of a withdrawal and inadvertently continues to accept bets in respect of a result directly relating to that competitor, the Board may in its discretion refund the amount of such bet upon which it shall have no further liability.

5.1.11 If any sporting event shall be postponed or cancelled prior to its commencement or subsequently abandoned the Board shall refund all bets on that event, including as to multi leg betting which such event formed a leg of such bet.

5.1.12 Upon the declaration of the result by the Board payment of returns in respect of all successful bets shall be made in accordance with these Rules.

5.1.13 The Board shall at all times retain the right to postpone the payment of returns in respect of any sporting events, as it shall see fit.

5.1.14 Settlement between the Board and any bettor or group of bettors shall not be disturbed by the operation of these Rules save for cases of fraud or dishonesty.

5.1.15 The Board may at its absolute discretion lay-off any fixed odds bet on to other legal betting systems, in respect of a result of a sporting event, for the purpose of limiting the Board's financial exposure from betting on that event.

5.1.16 No member of the staff of the Board is permitted to make a fixed price sports bet.

## 6. CONDITIONS APPLICABLE TO FIXED ODDS RACE BETTING

### 6.1 Rules for the Administration and Conduct of Fixed Odds Race Betting

#### 6.1.1 Purpose of Rules

The purpose of these Rules is to make provision for the conditions under which bets will be accepted at or through Totalisator Agencies and for other matters incidental to the operation of betting conducted under Part VA of the Racing Act 1971 and its subsequent amendments.

#### 6.1.2 Interpretation

"Winning Option" means the contingency or contingencies deemed to win, or place, if appropriate according to the Rules of Racing, the Rules of Harness Racing or Rules of Greyhound Racing.

"Current Betting" means the sale of fixed odds bets on a race after the official closing time for final acceptances on that race.

"Current Deduction" means the whole number percentage obtained by truncating any fractional part from the application of the following formula:-  $100 \div$  the 'return' for a horse withdrawn from a race, at the time it was withdrawn provided the return is less than \$25.00.

"Futures Betting" means the sale of fixed-odds bets on a race or combination of races at any time prior to the official closing time for final acceptances on that race or the first race of a combination of races.

#### 6.1.3

(a) The Board may conduct fixed odds race-betting in respect of the forms of betting which are included in the authorisation of the Racing Industry Board pursuant to section 99B.

(b) The Board may set and vary returns for any race or combination of races.

(c) The return for a fixed-odds race bet will be specified at the time the bet is made and can only be altered in the following circumstances.

(i) in respect of "current betting" the return may be altered in the event of the withdrawal of another acceptor or acceptors from the race concerned, in the following manner - all current betting on a race prior to the withdrawal of an acceptor shall have the returns reduced by a percentage equal to the current deduction calculated for the withdrawal or withdrawals and provided that no deduction will apply if the return for a withdrawal is more than \$25. Current betting on a withdrawn acceptor will be refunded in full.

(ii) in respect of "futures betting" the return shall not be altered in the event of the withdrawal of an entrant. Futures Betting on a withdrawn entrant will be retained by the Board.

6.1.4 The Board may at its absolute discretion lay off any fixed odds race bet on to other legal betting systems in respect of a result of a race on one or more of the same contingencies, for the purpose of limiting the Board's financial exposure from betting on that race.

6.1.5 The Board shall ensure that any shortfall in respect of fixed odds race betting is not recouped from money derived from totalisator betting.

The Board shall establish a separate account into which shall be deposited sufficient funds from the profits of fixed-odds race betting to maintain that account at the level determined by the Industry Board under section 99F of the Act.

#### 6.1.6 Acceptance of Betting

The Board at the determination of the Industry Board may allow for the placing of fixed odds bets at any time before the start of either any specified race or the start of the first race of a bet on a combination of races.

#### 6.1.7 Refusal of Fixed-Odds Bets

The Board can at any time discontinue the setting of Returns and decline to accept fixed-odds bets, in full or in part, in respect of particular outcomes of a race or combination of races. The Board may refuse to accept any fixed-odds bet without stating reasons.

#### 6.1.8 Fixed-odds Betting

Dividends will only be paid to bets selecting a Winning Option in a race, or combination of races. Bets not selecting a Winning Option shall be retained by the Board.

#### 6.1.9 Postponements and Abandonments

At its absolute discretion, the Board may allow a period of up to and including seven days for a postponed race to be conducted and have all fixed-odds bets remain valid.

All fixed-odds bets will become void and be refunded in full when the race involved is abandoned.

#### 6.1.10 Dead Heats

In any race where two or more runners dead heat, the amount to be paid to successful fixed-odds race bets in respect of such runners shall be the Return divided by the number of such combinations of runners included in such a dead-heat except where such a dead-heat has been offered by the Board as a separate option in which case it shall be

declared the Winning Option provided, however that the Return for any fixed odds bet shall not be less than the nominal cost of that bet.

#### 6.1.11 Cancellation of Fixed Odds Race Bet

The only circumstance under which a fixed odds race bet can be cancelled is if an error is detected immediately on receipt of the ticket.

#### 6.1.12 Results

The result of a race shall be that as declared on the conclusion of the race, or combination of races, as specified in the totalisator regulations contained in the Rules of Racing, the Rules of Harness Racing or the Rules of Greyhound Racing.

#### 6.1.13 Appeals

Where betting is conducted on any race under the Act and an appeal is lodged in accordance with the Rules of Racing, the Rules of Harness Racing or the Rules of Greyhound Racing, the Board may declare the result based on the original outcome of the race irrespective of the outcome of the appeal.

#### 6.1.14 The Board's Decisions Are Final

All decisions of the Board concerning fixed-odds race betting, including the declaration of dividends and payment

thereof and the interpretation of these Rules, shall be final and binding on all investors and on every person making a claim in respect thereto.

#### 6.1.15 Circumstances Not Provided By the Rules

If a circumstance arises which is not provided for by these Rules, the matter shall be dealt with in such manner as the Board may determine.

The decision of the Board upon:

(a) any question or dispute as to the amount of dividend or refund payable in respect of any ticket;

(b) any question as to the genuineness of any ticket as to any forgery or alteration thereof or tampering therewith;

shall be final and conclusive.

T. C. WILLIAMS, Chairman.

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New Zealand Racing Industry Board.

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