

## **6. ELECTRONIC FUNDS TRANSFER**

### **6.1 The Facility**

- (a) The Club may provide a facility known as an Electronic Funds Transfer Terminal whereby a person may:
  - (i) transfer funds from his bank account to the Club's bank account for credit of his or a nominated Betting Account or, subject to the provision of the facility by his bank, enquire the balance of his bank account;
  - (ii) transfer funds from his bank account to the Club's bank account for issuance of a Cash Voucher;
  - (iii) if he is a Betting Account holder request that his Betting Account be debited with an amount to be credited to his Primary Nominated Bank Account; and
  - (iv) if he is a Betting Account holder enquire the balance of his Betting Account.
- (b) The Club may refuse any person to use an Electronic Funds Transfer Terminal, or the transfer of funds via use of an Electronic Funds Transfer Terminal without giving any reason to the prospective Backer, the Betting Account holder or the Operator.

### **6.2 Scope and Extent of Service**

- (a) Electronic Funds Transfer Terminals will be provided at such Betting Locations and at such times as the Club may determine.
- (b) The Club and the Operator shall together determine the transactions capable of being carried out by using an Electronic Funds Transfer Terminal.
- (c) The Club may restrict the availability of any Electronic Funds Transfer Terminal and limit the frequency of usage thereof and the amount involved in any transaction on any day or over any period of time.

- (d) The Operator may instruct the Club to, or the Club may, pursuant to Rule 6.1(b), refuse to permit any person to use an Electronic Funds Transfer Terminal without giving any reason.
- (e) The Club and the Operator may together prescribe such charge for the use of an Electronic Funds Transfer Terminal.

### **6.3 Withdrawals and Transfers**

If an Electronic Funds Transfer Terminal is used to request a withdrawal or transfer of money from a Betting Account, such request may not be altered or withdrawn. The Operator authorises that the Club may require a Betting Account holder making the aforesaid request to provide such other information as the Club may determine so that the Club may confirm the identity of the Betting Account holder. Notwithstanding the foregoing, the Club shall be under no obligation to inquire or verify whether the person making a request via an Electronic Funds Transfer Terminal to make transactions through a Betting Account is the Betting Account holder.

### **6.4 Exclusion of Liability**

Neither the Club nor the Operator shall be under any liability to any person for:

- (a) any failure by the Club to accept a transfer of funds instructed by use of an Electronic Funds Transfer Terminal notwithstanding that the Electronic Funds Transfer Terminal has confirmed receipt of the instruction;
- (b) any failure by the Club to implement a transfer of funds instructed by use of an Electronic Funds Transfer Terminal notwithstanding that the Electronic Funds Transfer Terminal has confirmed receipt of the instruction;
- (c) any loss sustained by a person whose bank account or Betting Account is accessed by a third party via an Electronic Funds Transfer Terminal;
- (d) any loss sustained as a result of the incorrect, delayed or omitted transmission from or display of information on an Electronic

Funds Transfer Terminal;

- (e) any loss sustained as a result of failure or malfunction of an Electronic Funds Transfer Terminal or of any program, equipment, network or system associated or inter-connected with the operation of the Electronic Funds Transfer Terminal whether such program, equipment, network or system belongs to or is operated by the Club, the Operator or a third party; and/or
- (f) any loss sustained arising out of the acts or omissions of any Staff or any third party providing services associated with the operation of an Electronic Funds Transfer Terminal or any program, equipment, network or system inter-connected with it whether such program, equipment, network or system belongs to or is operated by the Club, the Operator or a third party.