

Date / 日期.....

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**CHANGE OF OWNERSHIP 馬主權之轉讓**

of Horse 馬名 .....  
(one form to be used for each horse) (每匹馬用一份表格)

I/We 我/我等.....

The undersigned declare as follows:- 即下方簽署人宣佈如下:-

1. I/ We have absolute ownership in the horse and that no other person has any interest either present, future or contingent in the horse. 上述馬匹確實是  $\frac{\text{我本人}}{\text{我等同人}}$  之所有物，無論在現時，將來，或因偶然突發事故，均不許別人對此馬匹，佔有任何利益。

\*2. That  $\frac{\text{I}}{\text{We}}$  have on the 我/我等經於 .....(date/日期) sold 將該馬之 .....% share of the said horse to 股份售與.....

\*3. That  $\frac{\text{I}}{\text{We}}$  have on the 我/我等經於 .....(date/日期) given 將該馬之 .....% share of the said horse to 股份贈予..... as a gift without any consideration. 作為一種贈品，並無收取任何酬金。

.....  
[Signature(s) of transferor(s)] [轉讓人(等)署名]

Witnessed 見證人

.....  
Manager, Racing Registry 賽事秘書處經理

I/We will be responsible for the management of and all accounts in connection with the said horse, as from 我/我等自應負責該馬之管理及一切費用，請由 ..... (date/日期) 起計

I/We are acquainted with and agree to observe and be bound by the Rules and the "Instructions by the Stewards" of The Hong Kong Jockey Club and the Memorandum and Articles of Association. 我/我等熟悉並同意遵守香港賽馬會之賽事條例，董事訓示及馬會章程。

I/We have read the rules printed overleaf which I/we understand. 背頁所刊之賽馬規則，我/我等經已詳閱，並已明瞭一切。

I/We declare that I/we have read and understood the notice relating to the Personal Data (Privacy) Ordinance provided by the Club to me/us with, or before I/we fill out, this form. 茲聲明本人/吾等已閱悉及明瞭馬會隨此表格提供或於本人/吾等填寫表格前提供之有關個人資料(私隱)條例之通告。

.....  
[Signature(s) of transferee(s)] [承讓人(等)署名]

Witnessed 見證人

.....  
Manager, Racing Registry 賽事秘書處經理

\* Strike out where not applicable. 凡不適合部份，請劃去之。

This form must be signed by all parties to the transfer. 此份表格必須由馬匹轉讓之各方人員妥為簽署。

39. (1) Only the following persons may be registered as owners: —
- (i) Eligible Members of the Club as specified in the Ownership Bye-laws and their spouse or children in accordance with Rule 39 (4) and Rule 39 (5).
  - (ii) Approved partnerships and syndicates formed by eligible Members of the Club as specified in the Ownership Bye-laws.
  - (iii) A body corporate approved by the Stewards of the Jockey Club.
  - (iv) Persons, members of partnerships or syndicates registered as owners of any Recognised Racing Authority and invited to register as visiting owners by the Stewards of the Jockey Club.
- (2) The Stewards of the Jockey Club shall maintain a register of the names of owners.
- (3) Every horse shall race in the actual name of the owner as registered with the Club. The name of each sole owner or part-owner of a horse will be published as part of the racing information.
- (4) A sole owner may race a horse jointly with his or her spouse, who may or may not be a Member. However, in such case, the spouse shall not be entitled to any share of the horse and will not be treated as an owner or one of the partners.
- (5) A sole owner may race a horse jointly with his child or children who is or are Racing Club Members. However, in such case, the child or children shall not be entitled to any share of the horse and will not be treated as an owner or one of the partners.
- (6) The fee for registration for each horse payable by a sole owner, partnership or syndicate will be at such rate as determined by the Stewards of the Jockey Club from time to time.
40. (1) Ownership of a horse must be absolute in the sense it is not subject to any arrangement whereby a third party may have some continuing or future interest in the horse. Such arrangements or interests shall include, but are not limited to, credit or deferred payment arrangements, any interest in the prize money, leases, leaseback, options to repurchase or return of the horse back to the original owner or any third party when it retires from racing.
- (2) Notwithstanding Rule 40 (1), a horse may be purchased by the owner subject to contingencies. A contingency may include payment of additional money by the owner dependent upon future performance, or any breeding arrangement for a horse subsequent to its retirement from racing provided that such payment or arrangement shall not in any way affect absolute ownership of the horse as set out in Rule 40 (1) whilst registered with the Club and a declaration is made pursuant to Rule 40 (3).
- (3) Where a horse is purchased with contingencies, the owner must on application for registration of the horse declare the existence and nature of such contingencies and provide such information or document as requested by the Club. The Stewards of the Jockey Club may refuse such registration without providing any reasons.
- (4) An owner may transfer up to 50% of his or her interest in a horse to his or her spouse or children, who must be an eligible Member as specified in the Ownership Bye-laws, subject to payment of the applicable registration fee in accordance with the Rules. In the case of a partnership, the transfer is subject to Rule 41 (2) and the number of partners shall not exceed four (4) as a result of the transfer.
- (5) The leasing of horses registered with the Club is prohibited.
41. (1) Where a horse is owned by a partnership (which shall comprise not more than four persons who must be an eligible Member as specified in the Ownership Bye-laws), the name and address of every person having an interest in such horse and the relative proportions of such interest must be declared in specified form and signed by all the partners or their authorised agents.
- (2) All members of a partnership shall be jointly and severally liable for any entrance money, stake, forfeit or any other liability in respect of the horse. No partner shall assign his share or any part thereof in a horse without the consent of all other partners.
80. When a horse is sold with its engagements or any part of them the seller cannot strike the horse out of any of such engagements.
81. (1) In case of changes of ownership the engagements can only be transferred by the written acknowledgement of both parties or their authorised agents that the horse was transferred with engagements together with details of the engagements transferred, which must be lodged before the horse starts for such engagements. If only certain engagements are specified those only are sold with the horse.
- (2) If a horse starts for any race without such transfer having been lodged it shall on a protest/objection be disqualified unless it be proved to the satisfaction of the Stewards of the Jockey Club that the omission was accidental, in which case the persons responsible may be fined by the Stewards of the Jockey Club.