



香港賽馬會
The Hong Kong Jockey Club

HORSE IMPORT PERMIT BALLOTS 7 JUNE 2024

The Club will issue a total number of 440 Import Permits. There will be 100 Permits for previously raced horses (PP) and 340 Permits for unraced privately purchased griffins (PPG). A separate ballot for each type of Permit will be conducted. All PP Permit Holders will be allowed to import a PP between 1 July 2024 and 31 December 2025, while the successful applicants for PPG will be permitted to import a PPG from 1 June 2025 to 30 June 2026. The following timetable will be adopted.

Applications open - 9:00 a.m. Monday
18 March 2024

**Applications close - 5:00 p.m. Thursday
25 April 2024
(Applications received after the
closing time will not be accepted)**

Ballot and announcement of
successful applications - Friday 7 June 2024

By Order of the
Stewards of the Jockey Club

Head of Racing Product

18 March 2024

PART 1 – GENERAL

1. CONDITIONS FOR APPLICATION

- 1.1 Applicants are required to fill in the enclosed application form and lodge it in the "Collection Box" at G/F, Jockey Club Headquarters, One Sports Road, Happy Valley **no later than 5:00 p.m. on Thursday 25 April 2024.** Applications received after the closing time will not be accepted. Please allow sufficient time for posting if you are sending the application form by post. An official receipt will be issued at time of submission. For applications received by mail, the receipt will be sent to the applicants by post.
- 1.2 There are two types of application forms, one for PP and the other for PPG. Applicants are required to complete the appropriate form for the type of Permit (PP or PPG) they wish to apply for. No change to the choice of Permit will be allowed after closing of application. No Member is permitted to submit more than one application for an Import Permit either in his own name or as a member of a Partnership. However, a Syndicate Manager can submit separate applications in the same ballot in his capacity as the Manager of the relevant Syndicate and in his own right respectively.
- 1.3 The name of every member of an applying Partnership and of every member of an applying Syndicate must be declared on the application form.

2. ELIGIBILITY TO ENTER THE BALLOT

- 2.1 The Ballot is restricted to eligible Members of The Hong Kong Jockey Club (the "Club") only.
- 2.2 Save for the restrictions as set out in paragraph 2.3 below :-
- (a) All Full Members, Racing Members and Syndicates are eligible for applying for PP Permits.
 - (b) To be eligible for applying for a PPG Permit, all applicants, including all partners of an applying Partnership, must have been admitted to Full Membership or Racing Membership for a period of not less than 12 calendar months as of 25 April 2024.
 - (c) Any Syndicate formed after the 2023 Ballot is NOT eligible to apply for a PPG Permit.
- 2.3 The following Members/ Partnerships/ Syndicates are not eligible for entering the ballots:
- (a) Any Member who, or any Partnership or Syndicate which, in the past has sold a horse, unless for a reason considered adequate by the Stewards of the Jockey Club.
 - (b) Any Member who or Partnership or Syndicate which has been disqualified by the Stewards of the Jockey Club.
 - (c) Any Owner who on the date of closing of applications owns five (5) horses, unless he undertakes to retire one of his horses if he is successful in the ballot and the retirement shall take place before he imports a new horse pursuant to the Import Permit allocated to him. Except with the permission of the Stewards of the Jockey Club, each Owner is not permitted to own more than five (5) horses at any one time. For such purpose, only the Manager of a Syndicate is considered as an Owner. Ordinary membership of a Syndicate shall not constitute Ownership.
 - (d) Any Member who is a staff member of the Club, or is an immediate family member (including but not limited to parents, spouse and/or children) of a staff member of the Club who holds a position that in the opinion of the Club may lead to conflict of interest or is otherwise subject to any relevant restriction.
 - (e) Any Member who is an immediate family member (including but not limited to parent, spouse and/or children) of a Trainer, Assistant Trainer, Jockey and Apprentice Jockey licensed by the Club.

BANK REFERENCE LETTER

3. All applicants **except current Owners (including Managers of horse-owning Syndicates)** are required to submit, together with the application form, a bank reference letter or other relevant documents certifying that they have the financial resources to meet all horse related charges. The financial benchmark required in the bank reference letter or other relevant documents is set at **HK\$1,250,000**. For Syndicate applications, this requirement is only applicable to two of the three Managers including the Treasurer. The reference letter (sample enclosed) should be issued by a licensed bank.

ADHERENCE TO THE RULES OF RACING AND INSTRUCTIONS & THE CLUB'S BYE-LAWS

4. It is a condition of application that upon submission of the application, all applicants are deemed to have agreed to adhere to the Rules of Racing and Instructions made by the Stewards of The Hong Kong Jockey Club, the Ownership Bye-laws, the Horse Ballot Bye-laws and to any amendments, additions or alterations to them, or other Bye-laws or rules which may be approved or issued by the Stewards of the Jockey Club from time to time.

OWNERS' BADGES AND PARKING LABELS

5. Any Owner whose horse dies or is retired during the season may retain the Owner's badge(s) for the balance of the season in which his horse is retired plus the following season. However, such Owner may retain the car park label(s) only for the balance of the season in which his horse is retired. Any Owner selling a horse will lose his Owner's badge(s) and car park label(s) once the horse is sold. The Stewards of the Jockey Club shall have the absolute discretion in allocating Owner's badge(s) and car park label(s).

PERIOD OF VALIDITY OF IMPORT PERMITS

6. All PP Permits issued in this Ballot are valid from 1 July 2024 to 31 December 2025 while the PPG Permits are valid from 1 June 2025 to 30 June 2026.

PART 2 - PREVIOUSLY RACED HORSES (PPs)

INTRODUCTION

7. A PP is a previously raced horse which fulfils the qualification listed in paragraphs 8 and 9 below.

QUALIFICATION

8. Import Countries

8.1 Horses can only be qualified and imported from the following countries provided they can meet Hong Kong's equine importation health requirements and the Import Criteria set out in paragraph 9 below.

Argentina	* Chile	Ireland	*Peru	United States of America
Australia	France	Italy	Singapore	*Uruguay
* Brazil	Germany	Japan	#South Africa	
Canada	Great Britain	New Zealand	United Arab Emirates	

8.2 If an applicant is considering obtaining a PP from one of the countries marked (*), please consult the Club first regarding importation procedures, as there are no protocols to permit the direct importation of equines into Hong Kong.

8.3 Please note that there may be restrictions on the importation of horses from certain countries for varying periods due to disease outbreaks and at the time of publication the country marked (#) is subject to such a restriction.

8.4 Importation of horses via a country not listed in paragraph 8.1 above requires prior approval of the Club, which may accept or reject such application or impose such conditions on approval at its sole discretion.

9. Import Criteria

9.1 Age and Starts Conditions

The restrictions on the maximum number of starts for **different age groups** are detailed in the following table:

Age (at time of arrival)	2-year-olds	3-year-olds		4-year-olds		
Maximum No. of Starts	10	As a 2 yo 10	As a 3 yo 15	As a 2 yo 10	As a 3 yo 15	As a 4 yo 15
Maximum Career Starts	10	17		17		

(Note: Horses must be imported into Hong Kong before they turn 5 years old.)

9.2 Performance Qualifications

Horses must have a confirmed Hong Kong rating of **63** or higher at the time of import.

Hong Kong Ratings are provided by the Racing Product Department of the Club upon request by Permit Holders and/or Trainers. Ratings supplied and/or published by foreign racing jurisdictions do not determine qualification for import.

Permit Holders and/or Trainers must obtain prior written confirmation from the Racing Product Department that a horse is qualified for import in accordance with the Import Criteria. Any confirmation thus issued is subject to all circumstances remaining unchanged in respect of the horse and will be automatically revoked when circumstances do change (e.g. age change or the horse racing again). In that case, re-confirmation of qualification for import is required. It is the sole responsibility of the Permit Holder to ensure that the horse satisfies the Import Criteria and all other requirements for import into Hong Kong.

PART 3 - PRIVATELY PURCHASED GRIFFINS (PPGs)

INTRODUCTION

10. A PPG is a horse which has been privately acquired and is imported to Hong Kong unraced.

QUALIFICATIONS

11. Import Countries

11.1 PPGs, whether purchased or home bred, can only be imported from the following countries.

Argentina	*Chile	Ireland	*Peru	United States of America
Australia	France	Italy	Singapore	*Uruguay
* Brazil	Germany	Japan	#South Africa	
Canada	Great Britain	New Zealand	United Arab Emirates	

11.2 If an applicant is considering obtaining a PPG from one of the countries marked (*), please consult the Club first regarding importation procedures, as there are no protocols to permit the direct importation of equines into Hong Kong.

11.3 Please note that there may be restrictions on the importation of horses from certain countries for varying periods due to disease outbreaks and at the time of publication the country marked (#) is subject to such a restriction.

11.4 Importation of horses from a country not listed in paragraph 11.1 above requires prior approval of the Club, which may accept or reject such application or impose such conditions on approval at its sole discretion.

12. Age Requirements

All PPGs must fulfil the age requirements as shown in the table below at the time of import.

<div style="display: flex; justify-content: space-between;"> Import Period Foaled In </div>	1 July 2025 – 31 July 2025	1 August 2025 – 31 December 2025	1 January 2026 – 30 June 2026
Northern Hemisphere (PPG)	2 yos (foaled in 2023) & 3 yos (foaled in 2022)		3 yos (foaled in 2023)
Southern Hemisphere (PPG)	2 yos (foaled in 2022) & 3 yos (foaled in 2021)**	2 yos (foaled in 2023) & 3 yos (foaled in 2022)	
South America (PPG)	2 yos (foaled in 2023) & 3 yos (foaled in 2022)		

(Notes 1: Northern Hemisphere PPGs foaled in 2022 (which will turn 4 years old on 1 January 2026) **MUST** arrive in Hong Kong before 1 January 2026.

2: Southern Hemisphere PPGs foaled in 2021 (which will turn 4 years old on 1 August 2025) **MUST arrive in Hong Kong before 1 August 2025.

3: Northern Hemisphere PPGs foaled in 2024 may be allowed to be imported after 1 January 2026, subject to stables availability and the individual stable strength limit, on the condition that they are not qualified to race until they are either allocated to the Griffin Class in the 2026/2027 season or, from 1 January 2027 and upon request from the trainer, are allocated a handicap rating for entry in class handicaps.)

PART 4 - MISCELLANEOUS REQUIREMENTS

PRE-IMPORT VETERINARY EXAMINATION PROTOCOL

13. All applicants must acknowledge and accept that if they are successful in obtaining a Permit, when applying for approval for importation of a horse under such Permit, the relevant horse is required to undergo a pre-export veterinary examination process to confirm, within the confines and limitations of the examination(s) performed and findings reported, that no apparent disease, defect or condition exists that would render a horse unsuitable for racing in Hong Kong.
14. In summary, a pre-export veterinary examination must be carried out by a suitably qualified veterinary surgeon in the exporting jurisdiction (the "Examining Vet") selected and engaged by the Owner within 30 days prior to the horse entering pre-export quarantine in accordance with the Club's prevailing Veterinary Pre-Import Examination Protocol. The examination report of the Examining Vet, together with all relevant documentation and associated diagnostic images must be sent to a Club Nominated Veterinary Surgeon in the exporting country (the "Nominated Vet") for review. All reports, diagnostic images and documentation by the Examining Vet and the Nominated Vet will then be forwarded to a Club veterinarian for final review, classification and approval. The Club regularly conducts research and studies on equine veterinary matters, whether by itself or in collaboration with external research institutions, where diagnostic images, medical information and samples of horses collected and provided to the Club during the pre-export veterinary examination process may be used. Permit holders are deemed to have provided consent and shall use reasonable endeavours to procure the Examining Vet to provide consent for such use in accordance with the Club's Veterinary Pre-Import Examination Protocol and other policies of the Club.
15. (a) The Department of Veterinary Regulation, Welfare and Biosecurity Policy (DVRWBP) after reviewing all correctly submitted documentation and finishing consultation with the Department of Veterinary Clinical Services, will:
 - (i) approve the horse for import;
 - (ii) approve the horse for import with special conditions which must be acknowledged by the successful applicant; or
 - (iii) deny import on the ground of a disease, defect or condition that exists or may develop rendering the horse unsuitable for racing in Hong Kong.
- (b) Only horses with the import approval from DVRWBP may be imported to Hong Kong. Such approval and any related comments or opinions do not constitute any guarantee or representation from the Club or the relevant veterinary surgeon in relation to the condition and health of the horse or that the horse is suitable for racing in Hong Kong.
- (c) Horses should **NOT** enter pre-export quarantine until approval of the pre-import veterinary report has been received from the DVRWBP.
16. Details of Veterinary Pre-Import Examination Protocol, examination requirements and related terms and conditions will be provided to successful applicants.

BISPHOSPHONATES

17. (a) With effect on and from 1 August 2019, any bisphosphonate is not to be administered to a horse:
 - (i) aged under three years and six months (as determined by its recorded date of birth) at any time; and
 - (ii) to a horse aged three years and six months or over (as determined by its recorded date of birth) within 30 days of the day on which it has been declared to race (i.e. race day).
- (b) Where any bisphosphonate product is administered to a horse aged three years and six months or over (as determined by its recorded date of birth):
 - (i) that product must be approved by the Club for use in horses under its control, and be administered in accordance with the label instructions;
 - (ii) there must be a diagnosis determined by a Veterinary Surgeon that supports the use of a bisphosphonate as an appropriate treatment, and such treatment must be administered with the approval of the Veterinary Surgeon.

Owners must ensure that a horse is eligible for import in accordance with the provisions above, and pre-purchase testing for bisphosphonates is strongly advised prior to any purchase being finalised. Compulsory bisphosphonate testing conducted by the HKJC Racing Laboratory is a pre-requisite as part of the Veterinary Pre-Import Examination Protocol.

DOCUMENTATION

18. Every horse must be issued with an official import permit by the Government of Hong Kong SAR and an export health certificate issued by the government authority of the exporting country. It must be noted that certain tests for certain diseases will have to be performed during the pre-export quarantine period and produce satisfactory results to comply with Hong Kong equine importation health conditions. Permit holders may wish to have one or more of these tests performed at any time prior to the official tests if they are concerned about a horse's ability to satisfy Hong Kong's import testing requirements.
19. Every horse **MUST** be accompanied by its Passport (if the horse has been issued with one) and any other official identification documents.
20. Every horse **MUST** be microchipped with a microchip compliant with ISO 11784 and 11785 prior to export to Hong Kong.
21. It is essential to note that before a name can be registered for a horse which has been permanently imported into Hong Kong, there **MUST** have been deposited with the Club's Racing Registry, a Certificate of Pedigree stating the name, pedigree, age, sex and colour of the horse and any mark by which it may distinguished, signed by the official Stud Book Authority of the country in which the horse was foaled. The original or certified copy of the Stud Book Certificate and/or Export Stud Book Certificate **MUST** be received by the Club either in advance of, or as soon as possible after, the horse's arrival in Hong Kong.
22. It should also be noted that a horse will **NEITHER** be branded, **NOR** will it be allowed to compete in Barrier Trials, which is a prerequisite for racing in Hong Kong, **UNTIL** its identity has been formally established by reference to its Stud Book Certificate or other official documents.

NOTIFICATION TO THE CLUB'S NOMINATED SHIPPING AGENTS

23. You must only import the horse to Hong Kong via one of the shipping agents nominated by the Club. In the case of PPs, Owners or their agents **MUST** advise the shipping agents, prior to shipment to Hong Kong, of the horse's location and racing record so that qualification for import can be checked. In the case of PPGs, notification of the horse's location will suffice. Details of the Club's nominated shipping agents will be sent to successful applicants shortly after the Ballot.

PAYMENT FOR RETIRED RACEHORSE PROGRAMME

24. The Club will collect an **import fee of HK\$100,000** from Owners upon arrival of their new imports as a contribution towards the funding of the retired racehorse programme. Whilst this is substantially less than would be required to fund the total cost of the retired racehorse programme, the level of the import fee has been set at this level to assist Owners. This fee will apply to all successful applicants in this year's Horse Ballot.

Owners who wish to replace a horse which has been imported under this policy will receive a travel subsidy from the Club up to the import fee or the actual shipping costs, whichever is lower, when they export the retired horse.

DECLARATION FORM ON PURCHASE OF A HORSE

25. All successful applicants are required to confirm their exclusive title to, ownership and control of their horses in accordance with the Rules of Racing and Instructions, including but not limited to declare to the Club whether or not the horse is bought with contingencies, is acquired by way of gift, or is subject to any other joint arrangements. If there are such contingencies, gifting or other arrangements, or if any third party has any legal or beneficial interest in the horse, a Declaration Form stating the names, addresses of all the parties interested and full details of the terms of such sale, gifting or other arrangements shall be signed and lodged with the Club prior to the horse's arrival in Hong Kong. However, such declaration will not be deemed as the Club's approval and the Stewards may refuse to register such sale.

DECLARATION ON AGENT

26. All successful applicants are required to make a declaration to the Club if any person has acted as his or their agent in connection with the purchase of his or their new horse and provide (and procure the agent to provide) such information about the agent and his involvement in the transaction as required by the Club. Such declaration shall be made in a prescribed form and lodged at the Racing Registry prior to importation of the new horse into Hong Kong.

INSURANCE ARRANGEMENTS AND EXCLUSION OF LIABILITY

27. By submitting the application, a successful applicant is deemed to have agreed that he or she shall be solely responsible for all risks in connection with a horse to be imported from the time the horse is purchased overseas and its participation in any training or racing activities in Hong Kong or elsewhere, and shall effect all appropriate insurance coverage in respect of such risks. To the fullest extent as permitted by law, none of the Club, the Stewards of the Jockey Club and any Executive, Official and employee of the Club shall in any way be liable for any mortality or loss of or injury to any horse howsoever caused (including any mortality, loss, or injury arising from any act or omission of the Club, its employees, agents or contractors) at any time, including without limitation, any time prior to import, during transit, after the horse's arrival in Hong Kong, in the stable, training, racing or other facilities of the Club or other entities in Hong Kong or elsewhere, or in transit between such facilities.

IMPORT CHARGES, LIVERY AND OTHER CHARGES

28. All charges in respect of import of PPs or PPGs met by the Club and the payment for retired racehorse programme, will be debited to successful applicants' Club accounts. Successful applicants are also responsible for meeting all livery and training charges incurred by their horses after arrival in Hong Kong.

ELIGIBILITY TO BID AT THE HONG KONG INTERNATIONAL SALES (HKIS)

29. All holders of import permits and those on the Reserve and Tender Lists for PPs and PPGs to be published on Friday 7 June 2024 will be eligible, subject to the Club's discretion, to bid at the Hong Kong International Sales as long as their import permit or reserve status is still valid at time of the relevant sale. If their bids are successful, they will be allowed to retain their horse to race in Hong Kong.

CONSENT AS TO TRAINING OF HORSES

30. By submitting the application, all applicants shall be deemed to have given express consent that the boarding, spelling and/or training location of the horse shall be determined from time to time by the Club in consultation with the horse's Trainer, which may include stable, spelling and training facilities in Hong Kong or in Mainland China.

SYNDICATE POLICIES

31. For all successful Syndicate applicants in the Horse Ballot, at least 80% of the members registered at time of ballot application must remain in the Syndicate until the conclusion of the first year of local racing career of the Syndicate's new horse imported under the permit in question.
32. A minimum share of 2% must be owned by any member in a Syndicate while no Syndicate member is allowed to own more than 30% share.

COLLECTION AND USE OF HORSE AND PERSONAL INFORMATION

33. All applicants or successful applicants shall provide such information or personal data as requested by the Club from time to time for the purposes of processing of the application and racing administration and operation. By submitting the application, the applicants are deemed to have agreed that the collection and use of the personal data shall be subject to the Club's Privacy Policy Statement ("PPS") attached to the application form which will be revised from time to time. Without limiting the generality of the use and purposes as set out in the PPS, applicants and successful applicants are deemed to have acknowledged and consented that certain personal data may be published or provided to third parties for racing administration, horse training or racing related purposes including but not limited to government authorities, other racing authorities or the Club's service providers (whether in Hong Kong, in Mainland China or overseas).
34. By submitting the application, all applicants are deemed to have agreed to allow the Club to collect, make available, and/or publish in Hong Kong or elsewhere via various channels of the Club or any third party authorised by the Club (including websites, social media platforms, publications or other channels like TV or radio programme, as well as any other media now known or invented in the future), the following categories of data or information:-
- (a) Name of successful applicants;
 - (b) Name of owners and ownership information;
 - (c) Horse names, racing colours and other indicia of the horses;
 - (d) Horse related data and records including but not limited to form, rating, performance, trackwork and veterinary records and related data, biological data, movement records, pedigree, prize money earned etc.; and
 - (e) Other information which the Club sees fit as part of the racing information available to the public and/or for the administration, promotion or otherwise for the benefit of racing.

By Order of the
Stewards of the Jockey Club
Head of Racing Product

18 March 2024

PP PERMIT APPLICATION FORM
(For a PP Permit - valid between 1 July 2024 and 31 December 2025)

PP63

1. I/We agree that if my/our application is successful, I/we shall abide by and be bound by:
 - a. The Horse Ballot Bye-laws.
 - b. The Ownership Bye-laws.
 - c. The Rules of Racing and Instructions made by the Stewards of The Hong Kong Jockey Club (the “Club”), as shall from time to time be in force (the “Rules of Racing”); and
 - d. Other Bye-laws or rules as shall from time to time be issued by the Stewards of the Club.
2. I/We hereby declare that the member(s) listed in paragraph 15 is/are the only person(s) interested in this application and that I am/we are in every way qualified to take part in this draw in terms of the Horse Ballot Bye-laws.
3. I/We accept full personal responsibility for the horse which I/we have applied for under the terms of the Horse Ballot Bye-laws as aforesaid, and am/are fully able to bear the financial commitment involved.
4. I/We agree that if successful in the ballot,
 - a. I/We accept my/our responsibility as an Owner under the Ownership Bye-laws and the Rules of Racing, as well as other Bye-laws or rules as shall from time to time be issued by the Stewards of the Club;
 - b. I/We WILL PERSONALLY MANAGE the horse and will appoint the Trainer as my/our authorised agent to enter, scratch or declare the horse to start in races and to engage Jockeys as necessary;
 - c. I/We will ensure that the horse imported as a result will arrive in Hong Kong will be under my/our exclusive ownership, fully paid for by me/us or otherwise acquired as a gift only in circumstances as specified under the Rules of Racing. I/We will, on the Stewards' request, produce documentary proof of exclusive ownership of the horse, including but not limited to the sale and purchase documentation and proof of full payment;
 - d. I/We will declare to the Club whether or not the horse is sold to me/us with contingencies, is acquired by way of gift or is the subject of any other arrangements as specified under the Rules of Racing, or otherwise if there is any third party interest. If there are such contingencies, gifting or other arrangements or third party interest, I/we will submit a signed declaration to the Club, prior to the horse's arrival in Hong Kong, with full details of such terms, gifting or replacement arrangement and other arrangements or interest. I understand that the Stewards may refuse to register such sale notwithstanding the provision of the information as aforesaid;
 - e. I/We agree to provide, prior to the arrival of my/our horse in Hong Kong, the Club with the name of the person/company who/which has acted as my/our agent in connection with the purchase of my/our horse. I/We agree to provide further information and procure the agent to provide such information as requested by the Club;
 - f. I/We shall be solely responsible for all risks in connection with a horse to be imported from the time the horse is purchased overseas and its participation in any training or racing activities in Hong Kong or elsewhere, and shall effect all appropriate insurance coverage in respect of such risks. To the fullest extent as permitted by law, none of the Club, the Stewards of the Club and any Executive, Official and employee of the Club shall in any way be liable for any mortality or loss of or injury to any horse howsoever caused (including any mortality, loss, or injury arising from any act or omission of the Club, its employees, agents or contractors) at any time, including without limitation, any time prior to import, during transit, after the horse's arrival in Hong Kong, in the stable, training, racing or other facilities of the Club or other entities in Hong Kong or elsewhere, or in transit between such facilities;
 - g. The horse will remain in my/our exclusive ownership and control and I/we will not sell, lease, lend or in any other way deal with or dispose of my/our horse either wholly or in part, without the permission in writing of the Stewards of the Club;
 - h. I/We agree that I/we will comply with all requirements and procedures in relation to the importation of the horse into Hong Kong, including but not limited to arranging for the horse to undergo a pre-import veterinary examination by a qualified veterinary surgeon in the exporting jurisdiction pursuant to standards and requirements under the Club Veterinary Import Examination Protocol. I/We acknowledge and accept that (i) the certification of the Club Nominated Veterinary Surgeon(s) or the approval for importation and any related comments or opinion given by Club veterinarian(s) are based on the information, reports and diagnostic images provided by the examining veterinary surgeon engaged by me/us; (ii) the Club shall in no circumstances be held liable for the act or omission of the examining veterinary surgeon who is engaged by me/us; (iii) any information or opinion provided by any Club Nominated Veterinary Surgeon or Club veterinarian during the pre-import veterinary examination process shall be for the sole purpose of considering approval for importation at the material time and such information, opinion and/or any approval for importation shall not be relied upon as a warranty or guarantee on the part of the relevant veterinary surgeon or the Club in respect of the horse's health or racing suitability in the future. The information or opinion is provided to me/us for reference only and any purchase of the horse shall be based on my or our own judgment. I/We further acknowledge that the Club regularly conducts research and studies on equine veterinary matters, whether by itself or in collaboration with external research institutions, where diagnostic images, medical information and

samples of horses collected and provided to the Club during the pre-export veterinary examination process may be used, and I/we consent to the use of such information and agree that any relevant samples shall be owned by the Club absolutely upon submission. I/We also agree to use reasonable endeavours to procure the examining veterinary surgeon I/we engaged to give consent to the Club for such use in accordance with the Club's Veterinary Import Examination Protocol and other policies of the Club.

- i. I/We agree that I/we shall pay any such fees, charges, expenses or fines in respect of registration, livery, training and/or racing of the horse as set out in the Club's Bye-laws and/or Rules of Racing from time to time. I/We also agree the Club may deduct from any prize money won by my/our horse registered with the Club from races in Hong Kong or overseas such amount for distribution on my/our behalf to such person(s) as determined by the Stewards of the Club under the Rules of Racing and/or any Bye-laws or rules from time to time;
 - j. I/We shall be deemed to have given express consent that the boarding, spelling and/or training location of the horse shall be determined from time to time by the Club in consultation with my/our Trainer, which may include stable, spelling and training facilities in Hong Kong or in Mainland China.
5. I/We hereby represent to and agree with the Stewards that:-
- a. The statements contained in this Application are complete, true and accurate in all respects.
 - b. Should it be established to the satisfaction of the Stewards of the Club that this application has been made for and on behalf of a third party other than the person(s) as named in this application, or as a nominee or agent for an undisclosed Partnership or Syndicate or should I/we subsequently dispose or deal in any horse allocated to me/us (whether by disposal of my/our entire interest in the horse or a part interest in the horse) then I/we and any other parties involved in the foregoing will not only be a breach of the Bye-laws as aforesaid but will also be deemed to be guilty of a corrupt or fraudulent practice contrary to Rule 150 of the Rules of Racing whereby, firstly, I/we and such other persons as aforesaid shall be subject to such penalties as may be applicable under the Rules of Racing and, secondly, I/we and any other parties involved will be guilty of conduct making me/us liable to disciplinary proceedings pursuant to the Articles of Association of the Club.
6. I/We acknowledge that penalties for corrupt or fraudulent practices under the Rules of Racing include fines, disqualification and warning off all premises owned or operated by the Club for such period as the Stewards of the Club may determine. I/We may also be subject to disciplinary action under the Articles of Association of the Club which may result in expulsion from/or suspension of membership of the Club.
7. I/We acknowledge that penalties awarded by the Club may be reciprocally enforced by all Racing Authorities recognising the Rules of Racing of the Club, without further enquiry.
8. I/We acknowledge that my/our attention has/have been drawn to the enclosed circular concerning "Ownership Control, Betting and Tipping", and I/we hereby agree to abide by all the terms and conditions thereof.
9. I/We accept that my/our application for an Import Permit for a horse is made on the understanding and agreement that once the horse acquired by myself and/or our Partnership and/or our Syndicate has been accepted by the Stewards of the Club, I/we shall have no redress to the Club for compensation in any form if the horse shall fail to become a reasonable racing proposition for any reason whatsoever.
10. I/We acknowledge that any loss of or injury to a horse howsoever resulting from its participation in any form of training considered suitable by my/our Trainer or in any racing shall not be the responsibility of the Club and shall be my/our sole responsibility.
11. I/We confirm that I/we have read and understand the Club's Privacy Policy Statement provided with this form and agree with the terms thereof.
12. I/We understand and agree that if I/we were successful in the application, my/our names, my/our ownership of the horse, and/or any information or data of and related to the horse or ownership set out below may be collected, publicised and/or made available by the Club in Hong Kong or elsewhere via various channels of the Club or any third party authorised by the Club (including websites, social media platforms, publications or other channels like TV or radio programme, as well as any other media now known or invented in the future):-
- a. Horse names, racing colours and other indicia of the horses;
 - b. Horse related data and records including but not limited to form, rating, performance, trackwork and veterinary records and related data, biological data, movement records, pedigree, prize money earned etc.; and
 - c. Other information the Club sees fit as part of the racing information available to the public and/or for the administration, promotion or otherwise for the benefit of racing.
13. Without limiting the generality of the Club's Privacy Policy Statement, I/we also understand and agree that the Club may disclose or transfer my/our personal data and/or any information about the horse or my/our ownership to any third party, including government or regulatory authorities, racing authorities, contractors or service providers, whether in Hong Kong, in Mainland China or overseas, for the purpose of horse training or racing related matters.

CONFIDENTIAL

14. I/We hereby apply to import a Privately Purchased **previously raced** horse (PP).
15. I/We hereby declare that this application is made under the following category, and confirm that I/we understand and agree to be bound by all terms and conditions in the PP Permit Application Form and the Horse Import Permit Ballots invitation notice:

PP63

(please complete either (A) , (B) or (C))

INDIVIDUAL application

(A)

Name in full	Membership no.	Signature

SYNDICATE application

***** For new Syndicate, please submit the Syndicate Agreement together with this form. *****

Name of Syndicate	Club Account no.	Correspondence address
	BA	

Particulars of Syndicate Managers :

(B)

Name in full	Membership no.	Signature (to be signed by all managers)
1. Manager		
2. Manager		
3. Manager		

***** Please print the names and membership numbers of the Syndicate members on the next page. *****

PARTNERSHIP application

(C)

Name in full	Membership no.	Signature
Managing Partner (To whom stables accounts will be sent to)		
2nd Partner		
3rd Partner		
4th Partner		



REMINDER: Please submit your Bank Reference Letter(s) to the Club on or before Thursday 25 April 2024.

Please tick the box reflecting the status of Bank Reference Letter(s): Current Owner Attached
 Will be submitted on/before 25/4/2024

OFFICIAL RECEIPT (APPLICATION FOR A PP PERMIT - VALID UNTIL 31 DECEMBER 2025)

<p align="center">Must be completed by applicant(s)</p> <p>Name of applicant(s) / Syndicate:</p> <p>1. _____ 3. _____</p> <p>2. _____ 4. _____</p>	<p>FOR OFFICE USE ONLY</p> <p align="right">(Valid only with official stamp)</p>
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CONFIDENTIAL

List of Syndicate members :

<u>Name of Members (Membership no.)</u>		<u>Name of Members (Membership no.)</u>	
4.	()	28.	()
5.	()	29.	()
6.	()	30.	()
7.	()	31.	()
8.	()	32.	()
9.	()	33.	()
10.	()	34.	()
11.	()	35.	()
12.	()	36.	()
13.	()	37.	()
14.	()	38.	()
15.	()	39.	()
16.	()	40.	()
17.	()	41.	()
18.	()	42.	()
19.	()	43.	()
20.	()	44.	()
21.	()	45.	()
22.	()	46.	()
23.	()	47.	()
24.	()	48.	()
25.	()	49.	()
26.	()	50.	()
27.	()		

2025/2026 PPG PERMIT APPLICATION FORM



1. I/We agree that if my/our application is successful, I/we shall abide by and be bound by:
 - a. The Horse Ballot Bye-laws.
 - b. The Ownership Bye-laws.
 - c. The Rules of Racing and Instructions made by the Stewards of The Hong Kong Jockey Club (the “Club”), as shall from time to time be in force (the “Rules of Racing”); and
 - d. Other Bye-laws or rules as shall from time to time be issued by the Stewards of the Club.
2. I/We hereby declare that the member(s) listed in paragraph 15 is/are the only person(s) interested in this application and that I am/we are in every way qualified to take part in this draw in terms of the Horse Ballot Bye-laws.
3. I/We accept full personal responsibility for the horse which I/we have applied for under the terms of the Horse Ballot Bye-laws as aforesaid, and am/are fully able to bear the financial commitment involved.
4. I/We agree that if successful in the ballot,
 - a. I/We accept my/our responsibility as an Owner under the Ownership Bye-laws and the Rules of Racing, as well as other Bye-laws or rules as shall from time to time be issued by the Stewards of the Club;
 - b. I/We WILL PERSONALLY MANAGE the horse and will appoint the Trainer as my/our authorised agent to enter, scratch or declare the horse to start in races and to engage Jockeys as necessary;
 - c. I/We will ensure that the horse imported as a result will arrive in Hong Kong will be under my/our exclusive ownership, fully paid for by me/us or otherwise acquired as a gift only in circumstances as specified under the Rules of Racing. I/We will, on the Stewards' request, produce documentary proof of exclusive ownership of the horse, including but not limited to the sale and purchase documentation and proof of full payment;
 - d. I/We will declare to the Club whether or not the horse is sold to me/us with contingencies, is acquired by way of gift or is the subject of any other arrangements as specified under the Rules of Racing or otherwise if there is any third party interest. If there are such contingencies, gifting or other arrangements or third party interest, I/we will submit a signed declaration to the Club, prior to the horse's arrival in Hong Kong, with full details of such terms, gifting or replacement arrangement and other arrangements or interest. I understand that the Stewards may refuse to register such sale notwithstanding the provision of the information as aforesaid;
 - e. I/We agree to provide, prior to the arrival of my/our horse in Hong Kong, the Club with the name of the person/company who/which has acted as my/our agent in connection with the purchase of my/our horse. I/We agree to provide further information and procure the agent to provide such information as requested by the Club;
 - f. I/We shall be solely responsible for all risks in connection with a horse to be imported from the time the horse is purchased overseas and its participation in any training or racing activities in Hong Kong or elsewhere, and shall effect all appropriate insurance coverage in respect of such risks. To the fullest extent as permitted by law, none of the Club, the Stewards of the Club and any Executive, Official and employee of the Club shall in any way be liable for any mortality or loss of or injury to any horse howsoever caused (including any mortality, loss, or injury arising from any act or omission of the Club, its employees, agents or contractors) at any time, including without limitation, any time prior to import, during transit, after the horse's arrival in Hong Kong, in the stable, training, racing or other facilities of the Club or other entities in Hong Kong or elsewhere, or in transit between such facilities;
 - g. The horse will remain in my/our exclusive ownership and control and I/we will not sell, lease, lend or in any other way deal with or dispose of my/our horse either wholly or in part, without the permission in writing of the Stewards of the Club;
 - h. I/We agree that I/we will comply with all requirements and procedures in relation to the importation of the horse into Hong Kong, including but not limited to arranging for the horse to undergo a pre-import veterinary examination by a qualified veterinary surgeon in the exporting jurisdiction pursuant to standards and requirements under the Club Veterinary Import Examination Protocol. I/We acknowledge and accept that (i) the certification of the Club Nominated Veterinary Surgeon(s) or the approval for importation and any related comments or opinion given by Club veterinarian(s) are based on the information, reports and diagnostic images provided by the examining veterinary surgeon engaged by me/us; (ii) the Club shall in no circumstances be held liable for the act or omission of the examining veterinary surgeon who is engaged by me/us; (iii) any information or opinion provided by any Club Nominated Veterinary Surgeon or Club veterinarian during the pre-import veterinary examination process shall be for the sole purpose of considering approval for importation at the material time and such information, opinion and/or any approval for importation shall not be relied upon as a warranty or guarantee on the part of the relevant veterinary surgeon or the Club in respect of the horse's health or racing suitability in the future. The information or opinion is provided to me/us for reference only and any purchase of the horse shall be based on my or our own judgment. I/We further acknowledge that the Club regularly conducts research and studies on equine veterinary matters, whether by itself or in collaboration with external research institutions, where diagnostic images, medical information and samples of horses collected and provided to the Club

during the pre-export veterinary examination process may be used, and I/we consent to the use of such information and agree that any relevant samples shall be owned by the Club absolutely upon submission. I/We also agree to use reasonable endeavours to procure the examining veterinary surgeon I/we engaged to give consent to the Club for such use in accordance with the Club's Veterinary Import Examination Protocol and other policies of the Club.

- i. I/We agree that I/we shall pay any such fees, charges, expenses or fines in respect of registration, livery, training and/or racing of the horse as set out in the Club's Bye-laws and/or Rules of Racing from time to time. I/We also agree the Club may deduct from any prize money won by my/our horse registered with the Club from races in Hong Kong or overseas such amount for distribution on my/our behalf to such person(s) as determined by the Stewards of the Club under the Rules of Racing and/or any Bye-laws or rules from time to time;
 - j. I/We shall be deemed to have given express consent that the boarding, spelling and/or training location of the horse shall be determined from time to time by the Club in consultation with my/our Trainer, which may include stable, spelling and training facilities in Hong Kong or in Mainland China.
5. I/We hereby represent to and agree with the Stewards that:-
- a. The statements contained in this Application are complete, true and accurate in all respects.
 - b. Should it be established to the satisfaction of the Stewards of the Club that this application has been made for and on behalf of a third party other than the person(s) as named in this application, or as a nominee or agent for an undisclosed Partnership or Syndicate or should I/we subsequently dispose or deal in any horse allocated to me/us (whether by disposal of my/our entire interest in the horse or a part interest in the horse) then I/we and any other parties involved in the foregoing will not only be a breach of the Bye-laws as aforesaid but will also be deemed to be guilty of a corrupt or fraudulent practice contrary to Rule 150 of the Rules of Racing whereby, firstly, I/we and such other persons as aforesaid shall be subject to such penalties as may be applicable under the Rules of Racing and, secondly, I/we and any other parties involved will be guilty of conduct making me/us liable to disciplinary proceedings pursuant to the Articles of Association of the Club.
6. I/We acknowledge that penalties for corrupt or fraudulent practices under the Rules of Racing include fines, disqualification and warning off all premises owned or operated by the Club for such period as the Stewards of the Club may determine. I/We may also be subject to disciplinary action under the Articles of Association of the Club which may result in expulsion from/or suspension of membership of the Club.
7. I/We acknowledge that penalties awarded by the Club may be reciprocally enforced by all Racing Authorities recognising the Rules of Racing of the Club, without further enquiry.
8. I/We acknowledge that my/our attention has/have been drawn to the enclosed circular concerning "Ownership Control, Betting and Tipping", and I/we hereby agree to abide by all the terms and conditions thereof.
9. I/We accept that my/our application for an Import Permit for a horse is made on the understanding and agreement that once the horse acquired by myself and/or our Partnership and/or our Syndicate has been accepted by the Stewards of the Club, I/we shall have no redress to the Club for compensation in any form if the horse shall fail to become a reasonable racing proposition for any reason whatsoever.
10. I/We acknowledge that any loss of or injury to a horse howsoever resulting from its participation in any form of training considered suitable by my/our Trainer or in any racing shall not be the responsibility of the Club and shall be my/our sole responsibility.
11. I/We confirm that I/we have read and understand the Club's Privacy Policy Statement provided with this form and agree with the terms thereof.
12. I/We understand and agree that if I/we were successful in the application, my/our names, my/our ownership of the horse, and/or any information or data of and related to the horse or ownership set out below may be collected, publicised and/or made available by the Club in Hong Kong or elsewhere via various channels of the Club or any third party authorised by the Club (including websites, social media platforms, publications or other channels like TV or radio programme, as well as any other media now known or invented in the future):-
- a. Horse names, racing colours and other indicia of the horses;
 - b. Horse related data and records including but not limited to form, rating, performance, trackwork and veterinary records and related data, biological data, movement records, pedigree, prize money earned etc.; and
 - c. Other information the Club sees fit as part of the racing information available to the public and/or for the administration, promotion or otherwise for the benefit of racing.
13. Without limiting the generality of the Club's Privacy Policy Statement, I/we also understand and agree that the Club may disclose or transfer my/our personal data and/or any information about the horse or my/our ownership to any third party, including government or regulatory authorities, racing authorities, contractors or service providers whether in Hong Kong, in Mainland China or overseas, for the purpose of horse training or racing related matters.

CONFIDENTIAL



14. I/We hereby apply to import an **unraced** Privately Purchased Griffin (PPG).

15. I/We hereby declare that this application is made under the following category, and confirm that I/we understand and agree to be bound by all terms and conditions in the PPG Permit Application Form and the Horse Import Permit Ballots invitation notice:

(please complete either (A) , (B) or (C))

INDIVIDUAL application

(A)

Name in full	Membership no.	Signature

SYNDICATE application

******* Syndicates formed after the 2023 Ballot are NOT eligible to apply for this year's PPG Permits. *******

Name of Syndicate	Club Account no.	Correspondence address
	BA	

Particulars of Syndicate Managers :

(B)

Name in full	Membership no.	Signature (to be signed by all managers)
1. Manager		
2. Manager		
3. Manager		

******* Please print the names and membership numbers of the Syndicate members on the next page. *******

PARTNERSHIP application

(C)

Name in full	Membership no.	Signature
Managing Partner (To whom stables accounts will be sent to)		
2nd Partner		
3rd Partner		
4th Partner		



REMINDER: Please submit your Bank Reference Letter(s) to the Club on or before Thursday 25 April 2024.

Please tick the box reflecting the status of Bank Reference Letter(s):
 Current Owner Attached
 Will be submitted on/before 25/4/2024

OFFICIAL RECEIPT (APPLICATION FOR A 2025/2026 PPG PERMIT)

<p align="center">Must be completed by applicant(s)</p> <p>Name of applicant(s) / Syndicate:</p> <p>1. _____ 3. _____</p> <p>2. _____ 4. _____</p>	<p>FOR OFFICE USE ONLY</p> <p align="right">(Valid only with official stamp)</p>
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CONFIDENTIAL

List of Syndicate members :

<u>Name of Members (Membership no.)</u>		<u>Name of Members (Membership no.)</u>	
4.	()	28.	()
5.	()	29.	()
6.	()	30.	()
7.	()	31.	()
8.	()	32.	()
9.	()	33.	()
10.	()	34.	()
11.	()	35.	()
12.	()	36.	()
13.	()	37.	()
14.	()	38.	()
15.	()	39.	()
16.	()	40.	()
17.	()	41.	()
18.	()	42.	()
19.	()	43.	()
20.	()	44.	()
21.	()	45.	()
22.	()	46.	()
23.	()	47.	()
24.	()	48.	()
25.	()	49.	()
26.	()	50.	()
27.	()		

HORSE BALLOT BYE-LAWS

1. AUTHORITY FOR INTRODUCTION AND CITATION

- 1.1 These Bye-laws are made by the Stewards of the Jockey Club pursuant to the provisions of Article 45 of the Articles of Association of the Club and, accordingly, are Rules of the Club. They are to be read in conjunction with the Memorandum and Articles of Association of the Club.
- 1.2 These Bye-laws shall be referred to as the Horse Ballot Bye-laws.

2. APPLICATION OF THESE BYE-LAWS

These Bye-laws regulate allocation of Subscription Griffins and Import Permits for Privately Purchased Horses and Privately Purchased Griffins and the eligibility of Members to enter Horse Ballots.

3. INTERPRETATION

- 3.1 In these Bye-laws the following expressions shall have the following meanings:

Expression	Meaning
Permit	A permit to import a horse issued by the Club, which may cover a PP or PPG.
Permit Holder	A person or an entity to whom or which a Permit is issued by the Club.
PP	A Privately Purchased Horse, namely a previously raced horse imported into Hong Kong by a Member, Partnership or Syndicate pursuant to a Permit issued by the Club.
PPG	A Privately Purchased Griffin, namely an unraced horse imported into Hong Kong by a Member, Partnership or Syndicate pursuant to a Permit issued by the Club.
Racing Stewards	As defined under the Rules of Racing.
Rule(s)	A rule or rules under the Rules of Racing.
Rules of Racing	The Rules of Racing of The Hong Kong Jockey Club and the Instructions made by the Stewards of the Jockey Club.
SG	A Subscription Griffin, namely an unraced horse offered for sale by the Club to Members, Partnerships and Syndicates by subscription or otherwise allocated by ballot pursuant to these Bye-laws.

- 3.2 Unless otherwise expressly stated, the defined terms in the Rules of Racing and other Bye-laws of the Club, including the General Bye-laws and the Ownership Bye-laws, shall apply.

4. PERMITS TO IMPORT A PP

- 4.1 The country or countries from which PPs may be imported shall be determined in the absolute discretion of the Stewards of the Jockey Club.
- 4.2 The number of Permits for the importation of PPs for each racing season of the Club shall be determined in the absolute discretion of the Stewards of the Jockey Club. Such Permits will be allocated by such ways as determined by the Stewards of the Jockey Club in their absolute discretion, including by way of ballot pursuant to these Bye-laws.
- 4.3 In or about February of each year the Stewards of the Jockey Club will invite applications for the allocation of a Permit for a PP by those Members eligible as is provided by Bye-law 7.
- 4.4 The terms and conditions to be attached to applications shall be determined in the absolute discretion of the Stewards of the Jockey Club from time to time and set out in the application form, including but not limited to categories of Members eligible to apply for a Permit for a PP, the racing results or rating of horses to be eligible to be imported as a PP, the validity period of the Permit and conditions of import etc.
- 4.5 If more applications are received than the number of Permits for PP available for allocation, such Permits will be allocated by a ballot conducted in accordance with these Bye-laws.

- 4.6 If the Club and any agent appointed by it, at the request and on behalf of a Permit Holder, agrees to make arrangements for the purchase of a PP then, in addition to the specific terms and conditions of such agreement, the Permit Holder will be deemed to have agreed that neither the Club nor any agent appointed by it shall be deemed to have given any guarantee, assurance or warranty that any PP so purchased will be or will become a reasonable racing proposition.

5. PERMITS TO IMPORT A PPG

- 5.1 The country or countries in which PPGs may be purchased or bred shall be determined in the absolute discretion of the Stewards of the Jockey Club.
- 5.2 The number of Permits for the importation of PPGs for each racing season of the Club shall be determined in the absolute discretion of the Stewards of the Jockey Club. Such Permits will be allocated by such ways as determined by the Stewards of the Jockey Club in their absolute discretion, including by way of ballot pursuant to these Bye-laws.
- 5.3 In or about February of each year the Stewards of the Jockey Club will invite applications for the allocation of a Permit for a PPG by those Members eligible as is provided by Bye-law 7.
- 5.4 The terms and conditions to be attached to applications shall be determined in the absolute discretion of the Stewards of the Jockey Club from time to time and set out in the application form, including but not limited to categories of Members eligible to apply for a Permit for a PPG, validity period of the Permit and conditions of import etc.
- 5.5 If more applications are received than the number of Permits for PPG available for allocation, such Permits will be allocated by a ballot conducted in accordance with these Bye-laws.
- 5.6 If the Club and any agent appointed by it, at the request and on behalf of a Permit Holder, agrees to make arrangements for the purchase of a PPG then, in addition to the specific terms and conditions of such agreement, the Permit Holder will be deemed to have agreed that neither the Club nor any agent appointed by it shall be deemed to have given any guarantee, assurance or warranty that any PPG so purchased will be or will become a reasonable racing proposition.

6. SG

- 6.1 The country or countries from which SGs are purchased shall be determined in the absolute discretion of the Stewards of the Jockey Club.
- 6.2 Whether any SG will be offered for sale and if so, the number of SG offered for sale by the Club shall be determined in the absolute discretion of the Stewards of the Jockey Club. Such SGs will be allocated in such ways as determined by the Stewards of the Jockey Club in their absolute discretion, including by way of ballot pursuant to these Bye-laws.
- 6.3 The Stewards of the Jockey Club may from time to time invite applications for the allocation of a SG by those Members eligible as is provided by Bye-law 7.
- 6.4 The terms and conditions for the sale and allocation of SGs shall be determined in the absolute discretion of the Stewards of the Jockey Club from time to time and set out in the application form, including but not limited to the respective price of the SGs and deposit and payment schedule of the purchase price. Deposit shall in general be non-refundable unless as otherwise specified in the conditions of sale.
- 6.5 If more applications are received than the number of SGs available for allocation, such SGs may be allocated by a ballot conducted in accordance with these Bye-laws.
- 6.6 Without prejudice to and in addition to the specific terms and conditions of sale, a Permit Holder is deemed to have agreed that neither the Club nor any agent appointed by it shall be deemed to have given any guarantee, assurance or warranty that any SG so purchased will be or will become a reasonable racing proposition.

7. ELIGIBILITY TO ENTER INTO BALLOTS

- 7.1 Members, Partnerships or Syndicates who are eligible to be registered as an Owner pursuant to Rule 39(1) and Bye-law 4 of the Ownership Bye-laws may enter into ballot for a Permit or allocation of a SG except in the following circumstances:
- (a) Any Member who or Partnership or Syndicate which in the past has sold a horse, unless for a reason acceptable by the Stewards of the Jockey Club;

- (b) Any Member who or Partnership or Syndicate which has been directed to be ineligible by the Stewards of the Jockey Club;
- (c) Any Member who at the date of closing of applications for ballot owns the maximum number of horses as permitted under Bye-law 7 of the Ownership Bye-laws, unless he undertakes to retire, or subject to approval of the Stewards of the Jockey Club, transfer or sell one of his horses if he is successful in the ballot and the retirement, transfer or sale shall take place before he imports a new horse pursuant to the Permit allocated to him; or
- (d) Any Member, Partnership or Syndicate who fails to or refuses to comply with the terms and conditions as set out in the relevant ballot application form.

8. GENERAL CONDITIONS FOR APPLICATIONS

- 8.1 Unless otherwise specified in the application form, no Member is permitted to submit more than one application for a Permit or for a SG either in his own name or as a member of a Partnership.
- 8.2 By submitting an application for a Permit or a SG, an applicant shall be deemed to have agreed with all terms and conditions as set out in the application, the Rules of Racing and the relevant Bye-laws.
- 8.3 The name of every member of an applying Partnership and of every member of an applying Syndicate must be declared on or attached to the application form for a Permit or a SG. On registration of the horse imported under the Permit or purchased as a SG by a Partnership or Syndicate, the membership of such Partnership or Syndicate and the shareholding of each member of such Syndicate shall be the same as the information set out in the application form. No transfer or disposal of the whole or any part of such Partnership or Syndicate, or the whole or any part of the interest in any horse owned by the Partnership or Syndicate, is permitted unless with the prior written approval of the Club.

9. ALLOCATION AND CANCELLATION OF PERMITS OR SGs

- 9.1 The ballots for Permits and for SGs will be conducted in such manner as the Stewards of the Jockey Club, in their absolute discretion, shall decide.
- 9.2 If the number of applications for Permits exceeds the number available and/or if the number of applications for SGs exceeds the number of SGs available, the Stewards of the Jockey Club shall have the right to allocate a proportion of the number of Permits and/or SGs available to such applicants as they may consider deserving of special consideration and to decide who of the remaining applicants shall participate in the respective ballots.
- 9.3 A list of successful applicants for each type of Permit will be published by the Club.
- 9.4 The Stewards of the Jockey Club shall have the right to cancel the allocation of a Permit or a SG to a Member, Partnership or Syndicate if, prior to the arrival of the horse in Hong Kong or registration of the horse with the Club (as the case may be), the Member or any member of the Partnership or Manager of a Syndicate shall cease to be eligible to be registered as an Owner.
- 9.5 The Stewards of the Jockey Club shall have the right to cancel the allocation of a Permit or a SG at any time prior to the arrival of the horse in Hong Kong or registration of the horse with the Club (as the case may be) if, in their sole and unfettered discretion and without obligation to justify their decision to the successful applicant concerned, such cancellation is in their view to be in the interests of racing in Hong Kong. Upon the cancellation of allocation of SG as mentioned above, the Club will return any monies paid for the SG without interest to the successful applicant concerned, which shall be his or their sole remedy.
- 9.6 No person shall have any claim against the Club, the Stewards of the Jockey Club or any Executive, Official or employee of the Club for any losses howsoever arising from or consequential upon any action by the Stewards of the Jockey Club under this Bye-law 9.
- 9.7 The reallocation of any Permit or any SG which has been cancelled in accordance with the provisions of these Bye-laws, shall be determined by the Stewards of the Jockey Club in their absolute discretion.

10. RESERVE AND TENDER / AUCTION LIST

- 10.1 At the time a ballot takes place to determine which applicants shall be issued a Permit for PP or PPG or which applicants shall be allocated a SG, a number (to be decided at the time of the ballot by the Stewards of the Jockey Club) of unsuccessful applications shall be drawn and the names of those unsuccessful applicants will be placed on a list to be referred to as the "Reserve and Tender / Auction List".

- 10.2 The Reserve and Tender / Auction List will be published at the same time as the lists of successful applicants, and shall include the category of horse applied for and the numerical order in which the applicants were drawn.
- 10.3 On each occasion a Member, Partnership or Syndicate whose name is on the Reserve and Tender / Auction List is allocated or declines to accept the allocation of a Permit or a SG, as the case may be, his name will be deleted from the Reserve and Tender / Auction List.
- 10.4 On each occasion a Member, Partnership or Syndicate whose name is on the Reserve and Tender / Auction List purchases a horse at a sale by sealed tender or auction conducted by the Club his name will be deleted from the Reserve and Tender / Auction List.
- 10.5 If at any time more than one (1) horse is offered for sale and the respective periods during which tenders are to be submitted overlap, a Member, Partnership or Syndicate whose name is on the Reserve and Tender / Auction List may submit a tender for some or all of the said horses but upon the acceptance of one of his tenders any remaining tenders will be invalid.

11. ALLOCATION OF UNFULFILLED PERMITS

- 11.1 If a Permit Holder refuses or fails to fulfil the conditions attached to the Permit allocated to him, or if he shall die, is no longer eligible to be registered as an Owner in accordance with the Rules and the Ownership Bye-laws before a horse is imported under the relevant Permit, the Stewards of the Jockey Club shall cancel the allocation of the relevant Permit and may, but shall not be obliged to, invite the applicant whose name is first in numerical order in the relevant Reserve and Tender / Auction List, to take up the allocation which has become available.
- 11.2 No person shall be entitled to any redress consequential upon a decision of the Stewards of the Jockey Club to otherwise allocate such Permit, including but not limited to allocating the same to an applicant whose name is lower numerically on the relevant Reserve and Tender / Auction List.

12. REALLOCATION OF SGs IF AN OWNER WITHDRAWS

- 12.1 If the successful applicant for a SG shall advise the Stewards of the Jockey Club that he will not take up the SG allocated to him or if he shall die, is no longer eligible to be registered as an Owner in accordance with the Rules and the Ownership Bye-laws before the SG is purchased by him, the Stewards of the Jockey Club shall cancel the allocation of the SG and may, but shall not be obliged to, invite the applicant whose name is first in numerical order of unsuccessful applicants for a SG on the Reserve and Tender / Auction List, to take up the allocation which has become available.
- 12.2 No person shall be entitled to any redress consequential upon a decision of the Stewards of the Jockey Club to otherwise allocate the SG, including but not limited to allocating the same to an applicant whose name is lower numerically on the Reserve and Tender / Auction List.

13. REPLACEMENT PERMIT

- 13.1 Owners, following the retirement of their horse(s), may apply for a Permit to import a replacement horse to race in Hong Kong. Granting of a Permit to import a replacement horse is in the sole discretion of the Stewards of the Jockey Club based on the merits of each application and the prevailing policies of the Club, and may be subject to such terms and conditions imposed by the Stewards of the Jockey Club as they consider expedient. The right to apply for a Permit to import a replacement horse is normally limited to the original Owner(s) of the original horse only and the Permit granted should normally be in the same category as the original Permit.
- 13.2 No Permit to import a replacement horse will necessarily be allocated nor will compensation be paid by the Club in the event a PP, PPG or SG fails, howsoever, to become a reasonable racing proposition.

14. VIOLATION OF THESE BYE-LAWS

Violation of these Bye-laws may constitute an offence under the Rules of Racing and/or result in disciplinary proceedings under Article 33 of the Articles of Association of the Club.

OWNERSHIP BYE-LAWS

1. AUTHORITY FOR INTRODUCTION AND CITATION

1.1 These Bye-laws are made by the Stewards of the Jockey Club pursuant to the provisions of Article 45 of the Articles of Association of the Club and, accordingly, are Rules of the Club. They are to be read in conjunction with the Memorandum and Articles of Association of the Club.

1.2 These Bye-laws shall be referred to as the Ownership Bye-laws.

2. APPLICATION OF THESE BYE-LAWS

2.1 These Bye-laws set out matters in relation to ownership of horses, which cover the eligibility of Members and Registered Nominees of Corporate Members to be registered as Owners under the Rules of Racing and the sale, retirement and disposal of horses. These Bye-laws shall be read in conjunction with the Rules of Racing and the Horse Ballot Bye-laws.

2.2 The Stewards of the Jockey Club may exempt any person or horse from any of these Bye-laws on conditions they think fit for the purposes of upholding or promoting the interests, integrity, conduct and/or reputation of horse racing.

3. INTERPRETATION

In these Bye-laws the following expressions shall have the following meanings:

Expression	Meaning
Owner	Each person, whether an individual or a member of a Partnership or a Manager of a Syndicate, or an approved body corporate, registered in accordance with Rule 39. Where the context permits, the term "Owner" shall also include his / her Authorised Representative appointed under the Rules of Racing.
Member	As defined in the General Bye-laws.
Recognised Racing Authority	Any Racing Authority whose jurisdiction is from time to time recognised by the Club and which gives effect to penalties and disabilities imposed by the Club.
Rule(s)	A rule or rules under the Rules of Racing.
Rules of Racing	The Rules of Racing of The Hong Kong Jockey Club and the Instructions made by the Stewards of the Jockey Club.

Unless otherwise expressly stated, the defined terms in the Rules of Racing and other Bye-laws of the Club, including the General Bye-laws and the Horse Ballot Bye-laws, shall apply.

4. ELIGIBILITY TO BE REGISTERED AS AN OWNER

4.1 Only the following persons or entities may be registered as Owners under Rule 39(1):-

- (a) Eligible Members of the Club, and their spouses or children in accordance with Rules 39(4) and 39(5) and Bye-law 5.1;
- (b) A Partnership formed in accordance with Rule 41 and Bye-law 5.2;
- (c) A Syndicate formed in accordance with Rule 43 and Bye-law 5.3;
- (d) A body corporate approved by the Stewards of the Jockey Club;
- (e) Persons, partnerships, syndicates or corporations or their members registered as owners with any Recognised Racing Authority and invited to register as Visiting Owners by the Stewards of the Jockey Club.

4.2 The eligibility of each category of Members or other persons or corporations for registration as a Sole Owner and/or a member in a Partnership and/or a member in a Syndicate shall be determined and notified by the Stewards of the Jockey Club from time to time.

5. CATEGORIES OF OWNERSHIP

The categories of ownership are:

5.1 Sole Owner:

- 5.1.1 A Member (other than a Racing Club Member or a Registered Nominee of a Corporate Member or who is otherwise ineligible as directed by the Stewards of the Jockey Club) or a body corporate as approved by the Stewards of the Jockey Club who or which has registered pursuant to Rule 39(1)(i) and whose name is entered in the Register of the names of Owners pursuant to Rule 39(2).
- 5.1.2 The Sole Owner may register the name(s) of and race a horse with his / her spouse or child / children in accordance with Rules 39(4) and (5).

5.2 Partnership:

A Partnership comprising two (2), three (3) or four (4) eligible Members which has registered under Rule 39(1)(ii) having complied with Rule 41(2) and whose names are entered in the Register of the names of Owners pursuant to Rule 39(2). Racing Club Members (other than in circumstances under Rule 40(5)), Registered Nominee(s) of a Corporate Member or Members who are otherwise ineligible as directed by the Stewards of the Jockey Club are not eligible to be a member of a Partnership.

5.3 Syndicate:

A Syndicate comprising not less than five (5) and not more than fifty (50) members, all of whom must be eligible Members qualified to be registered either as an Owner or as an ordinary member of a Syndicate as set out in this Bye-law 5.3, eligible Registered Nominees of Corporate Members qualified to be registered as an ordinary member of a Syndicate as set out in this Bye-law 5.3 or body corporate as approved by the Stewards of the Jockey Club, which having complied with Rule 43 has registered under Rule 39(1)(ii) and whose names are entered in the Register of the names of Owners pursuant to Rule 39(2). The formation and operation of the Syndicate shall be in accordance with the requirements of these Bye-laws and Rule 43, including but not limited to:-

- 5.3.1 A Racing Club Member or a Registered Nominee of a Corporate Member who is not otherwise directed to be ineligible by the Stewards of the Jockey Club can be registered as an ordinary member of a Syndicate but shall not be eligible to be a Manager of the Syndicate.
- 5.3.2 Every member of a Syndicate shall be bound by the provisions and conditions set out in the Rules of Racing and the relevant Syndicate Agreement.
- 5.3.3 Any change in the membership or composition of a Syndicate requires prior approval from the Stewards of the Jockey Club. An application for a change of composition of a Syndicate which has obtained a Permit in a horse ballot will only be considered if a minimum of 80% of the applying members remain in the Syndicate. Such restriction remains in effect until the expiry of twelve months from the date of registration of the horse imported under the Permit.
- 5.3.4 Each member or Manager of a Syndicate must have at least 2% but not more than 30% share interest in the Syndicate.
- 5.3.5 A Member or a Registered Nominee of a Corporate Member shall be permitted to join up to four (4) approved Syndicates, subject to Bye-law 5.3.1, either as a Manager or an ordinary member of the relevant Syndicate.

6. CATEGORIES OF HORSES

Eligible Members may own horses that fall into any of the following five (5) categories:

6.1 An International Sale Griffin - hereinafter "ISG":

An ISG is a horse, previously unraced, offered for purchase by eligible Members at the Hong Kong International Sale organised by the Club from time to time.

6.2 A Privately Purchased Horse - hereinafter "PP":

A PP is a horse, previously raced, imported privately pursuant to a Permit issued by the Club in accordance with the Horse Ballot Bye-laws.

6.3 A Privately Purchased Griffin - hereinafter "PPG":

A PPG is a horse, previously unraced, imported privately pursuant to a Permit issued by the Club in accordance with the Horse Ballot Bye-laws.

6.4 A locally purchased horse:

A PP, PPG, ISG or SG purchased by tender at a sale or at an auction conducted by the Club.

6.5 A Subscription Griffin - hereinafter "SG":

A SG is an unraced horse purchased by the Club and offered for sale to eligible Members by way of subscription or ballot in accordance with the Horse Ballot Bye-laws.

7. RESTRICTIONS ON OWNERSHIP

No person shall at any one time own more than five (5) horses, either as a Sole Owner, a member of a Partnership or a Manager of a Syndicate. Ordinary membership of a Syndicate does not constitute ownership for such purpose.

8. GENERAL UNDERTAKINGS AND RESPONSIBILITIES OF AN OWNER

8.1 Each Owner and each member of a Partnership or a Syndicate and his or her successors shall be deemed to have read and become conversant with and agree to observe and abide by the prevailing Rules of Racing and all racing-related Bye-laws. The Rules of Racing and the Bye-laws are available on the Club's website and copies of the same may be obtained from the Racing Registry.

8.2 Subject to the provisions of the Rules of Racing and other Bye-laws of the Club and/or the provisions in the application forms for a Permit or the relevant conditions of sale, each person, whether in his own right or as a member of a Partnership or Syndicate, who has imported a horse pursuant to a Permit or otherwise acquired and registered a horse with the Club, shall be deemed to have accepted and given consent to the Club, inter alia, on the following:-

8.2.1 the horse will be kept in training throughout its natural racing career;

8.2.2 the boarding, spelling and/or training location of the horse shall be determined from time to time by the Club, which may include stable, spelling and training facilities in Hong Kong or elsewhere;

8.2.3 he shall have no claim against the Club, the Stewards of the Jockey Club or any Executive, Official or employee of the Club in any form if the horse shall fail to become a reasonable racing proposition for whatever reason;

8.2.4 information, including the name(s), ownership of the horse, and/or any information or data of and related to the horse or ownership set out below, may be collected, publicised, made available, used and/or exploited by the Club in Hong Kong or elsewhere via various channels of the Club or any third party authorised by the Club (including websites, social media platforms, publications or other channels like TV or radio programme, as well as any other media now known or invented in the future):-

(a) horse name, racing colour, images and other indicia of the horse;

(b) horse related data and records including but not limited to form, rating, performance, trackwork records, veterinary records and related data, biological data, movement records, pedigree, prize money earned etc.;

(c) upon retirement of the horse, horse retirement and export information including but not limited to destination, future career, future ownership arrangement etc.; and

(d) other information the Club sees fit as part of the racing information available to the public and/or for the administration, promotion or otherwise for the benefit of racing, horse welfare and/or operations of the Club;

8.2.5 veterinary information of a horse, including but not limited to any records, images and samples taken under the authority of the Rules of Racing, may be used by the Club itself or in conjunction with any third party for research or education purpose. The Club (and/or such third party) shall own all right, title or interest in any research, paper or published material arising therefrom.

8.3 When applying for registration of a horse, an Owner must confirm his absolute and exclusive title to, ownership and control of the horse and declare in accordance with the provisions of the Rules of Racing:-

8.3.1 any contingency, gifting and other arrangements or otherwise any legal or beneficial interest in the horse by a third party; and

8.3.2 the identity of any agent involved in the purchase of the horse.

Such requirement of absolute and exclusive ownership and control and the obligation to report any contingency or third party interest are continuing obligations when the horse remains registered with the Club.

8.4 The registered Owner shall retain full control of and responsibility for the horse. Other than his / its Authorised Agent or Authorised Representative, no Owner shall allow a third party to assume control over the horse, including in particular giving instructions on the running or riding of a horse in a race or its training arrangements.

8.5 Each Owner is, and each member of a Partnership or Syndicate is jointly and severally, liable for meeting stabling, livery and all other fees or charges incurred by his horse. Such fees or charges are to be determined by the Stewards of the Jockey Club from time to time. Each Owner and each member of a Partnership or Syndicate is deemed to have consented to the Club that the Club may apply any money owed by the Club to each individual (including but not limited to any prize money and any credit balance in a betting account maintained with the Club) in settlement of any outstanding fees or charges in relation to the horse.

8.6 Each Owner acknowledges the intrinsic dangers of horse racing and training activities and the propensity of horses to behave in ways that may result in injury, harm or death whether to the horse itself, other horses or to persons on or around it. Each Owner is, and each member of a Partnership or Syndicate is jointly and severally, responsible for all risks in connection with the horse from the time the horse is purchased overseas including its participation in any training or racing activities in Hong Kong or elsewhere, and shall effect all appropriate insurance coverage in respect of such risks. To the fullest extent as permitted by law, none of the Club, the Stewards of the Jockey Club and any Executive, Official and employee of the Club shall in any way be liable for any mortality or loss of or injury to any horse howsoever caused (including any mortality, loss, or injury arising from any act or omission of the Club, its employees, agents or contractors) at any time, including without limitation, any time prior to import, during transit, after the horse's arrival in Hong Kong, in the stable, training, racing or other facilities of the Club or other entities in Hong Kong or elsewhere, or in transit between such facilities.

8.7 Each Owner shall, and each member of a Partnership or Syndicate shall jointly and severally, indemnify and hold the Club, the Stewards of the Jockey Club and any Executive, Official and employee of the Club harmless against all losses, damages, claims and suits, expenses including court fees and legal costs, arising of or in connection with the horse when the horse is in the custody or control of the Club.

9. ELIGIBILITY TO SUBMIT TENDERS FOR HORSES OFFERED FOR SALE

9.1 Any Member, Partnership or Syndicate whose name is included in the Reserve and Tender / Auction List which is in force at the time of posting of the notice of sale, shall be eligible to submit a tender for the horse offered for sale. If equal tenders are received then the highest on the List shall be awarded the horse.

9.2 Any tender submitted by any Member, Partnership or Syndicate (except the remaining partner(s) of the vending Partnership) whose name is not included in the Reserve and Tender / Auction List in force at the time of posting of the notice of sale, shall be invalid.

10. CHANGE OF OWNERSHIP

10.1 All transfer or sale or otherwise change in ownership of a horse must be approved by the Stewards of the Jockey Club. Any application for change in the ownership of a horse must be submitted in writing with supporting reasons. The determination of such application by the Stewards of the Jockey Club shall be final and binding on the applicant and the Stewards of the Jockey Club shall not be obliged to give any reason for refusing any such application.

10.2 Approval of the Stewards of the Jockey Club is deemed to be given for change in ownership of a horse in the following circumstances:

10.2.1 to effect change in the composition of a Syndicate which complies with the requirements under Bye-law 5.3 and Rule 43;

10.2.2 for inclusion of the name(s) of spouse or child or children in the Register(s) of the names of Owners in accordance with Rules 39(4) and (5); or

10.2.3 for transfer of interest in a horse to a spouse or child or children under Rule 40(5).

10.3 The Stewards of the Jockey Club may permit a change of ownership of a horse without recourse to sale by tender:

10.3.1 to transfer the horse owned by a deceased Sole Owner in accordance with Bye-law 12.1;

10.3.2 to transfer the share of any deceased partner of a Partnership in accordance with Bye-law 13.2, provided that the proposed new partner meets the requirements of Bye-law 5.2 and there is at least one (1) original partner continuing as a member of the Partnership; or

- 10.3.3 in such exceptional circumstances as deemed expedient by the Stewards of the Jockey Club in their absolute discretion.
- 10.4 Save as permitted pursuant to Bye-law 10.3, no change of ownership of a horse will be permitted without recourse to sale. Such sale shall be:
- 10.4.1 subject to such conditions as the Stewards of the Jockey Club, in their unfettered discretion, shall consider appropriate to impose including, without limitation to the generality of the foregoing, a restriction on the amount of the net proceeds of sale which shall be payable to the selling Owner; and
- 10.4.2 conducted by way of sealed tender, which tender shall be subject to such conditions of tender as the Stewards of the Jockey Club, in their unfettered discretion, shall impose and either generally or specifically for a particular sale.
- 10.5 The disposal of horses through sale by tender will render the selling Member, Partnership or Syndicate ineligible to take part in further draws for Permits or SGs unless the Stewards of the Jockey Club in their absolute discretion shall determine otherwise. Any unfulfilled Permit held by the selling Member, Partnership or Syndicate will be cancelled and allocated to the first person on the Reserve and Tender / Auction List.
- 10.6 Changes in ownership of a horse acquired by sealed tender will not be permitted without recourse to a further sale by tender, save to permit the purchaser to create a Partnership with the purchaser's spouse and/or children.

11. INELIGIBLE OWNERS

- 11.1 Should any person howsoever become ineligible to continue as a Sole Owner or as a member of a Partnership or Syndicate (including but not limited to by resignation as a Member, by resolution of the Stewards of the Jockey Club in exercise of Article 34(a) of the Articles, as a consequence of any disciplinary action taken against the Member under the Articles or by the action of any Recognised Racing Authority subject to Bye-law 7.2 of the Members' (Suspension of Privileges) Bye-laws), then, other than in the circumstances as set out in Bye-law 11.3 or unless the Stewards of the Jockey Club in their absolute discretion direct otherwise:
- 11.1.1 each horse registered in the name of that Sole Owner will be deemed to have vested absolutely in the Club and without payment on the part of the Club and without the requirement for any deed or document of transfer of ownership;
- 11.1.2 the share of each horse registered in each Partnership of which such person was a member shall within sixty (60) days be purchased by the remaining partners at a valuation to be agreed between the continuing partners and the ineligible Owner. In default of an agreement as to the valuation, the ownership of each horse owned by the Partnership shall be deemed to have vested absolutely in the Club and without payment on the part of the Club and without the requirement for any deed and document to transfer ownership;
- 11.1.3 the share of each horse registered in each Syndicate of which such person was a member shall within sixty (60) days be purchased by the remaining members of the Syndicate at a valuation to be agreed between the continuing members of the Syndicate and such person. In default of an agreement as to the valuation, the ownership of each horse owned by the Syndicate shall be deemed to have vested absolutely in the Club and without payment on the part of the Club and without the requirement for any deed and document to transfer ownership.
- 11.2 The disposal of a horse whose ownership has vested in the Club pursuant to Bye-law 11.1 shall be at the discretion of the Stewards of the Jockey Club who may retire the horse or may direct that the horse be offered for sale by tender, in which event the net proceeds of such sale (if any after deduction of such fees or cost imposed or incurred by the Club) shall be paid to the Sole Owner, Partnership or Syndicate as the case may be.
- 11.3 Should a Member howsoever become temporarily ineligible to continue as a Sole Owner or as a member of a Partnership or Syndicate for any period of time (including but not limited to as a consequence of any disciplinary action taken against the Member under the Articles or by the action of any Recognised Racing Authority), the Stewards of the Jockey Club or the Disciplinary Panel at the time when the penalty is imposed as set out in Bye-law 7.2 of the Members' (Suspension of Privileges) Bye-laws, as the case may be, may determine all matters relating to the horse(s) registered in the name of the Sole Owner or the relevant Partnership or Syndicate, including without limitation, the eligibility of ownership or pursuant to Rule 8(4) the eligibility of the horse(s) to enter for a race or races during the relevant period.
- 11.4 No person divested of the ownership of a horse by application of these Bye-laws or otherwise deprived of any right in relation to a horse pursuant to these Bye-laws, including but not limited to the estate of the Owner and each member of a Partnership or Syndicate and their respective estates, shall have any claim against the Club, the Stewards of the Jockey Club, or any Executive, Official or employee of the Club, for any loss sustained or otherwise howsoever arising or consequential upon the enforcement of Bye-laws 11.1, 11.2 and 11.3.

11.5 Bye-law 11 applies to all horses acquired by any means.

12. DEATH OF A SOLE OWNER

The following shall have application on the death of a Sole Owner:

12.1 Transfer of ownership:

12.1.1 If within twenty-four (24) calendar months of the death of an Owner or such extended period as the Stewards of the Jockey Club may in their absolute discretion permit, the executor or administrator of the estate of the deceased Owner registers the Grant of Probate or Letters of Administration extracted by them with the Club and;

- (a) makes an application in writing for the transfer of ownership of the horse to a person who is an Owner or who is eligible to be registered as an Owner in accordance with these Bye-laws;
- (b) encloses with such application such documents and forms as the Stewards of the Jockey Club shall require;
- (c) undertakes, in writing, to produce such documentation as the Stewards of the Jockey Club shall require to be satisfied as to the due and proper transfer by them of ownership to the nominated new Owner within the required period; and
- (d) discharges all sums owing by the deceased to the Club on any account, howsoever, together with all livery fees up to and including the last day in which the transfer of ownership is deemed effective under Bye-law 12.1.2;

the Stewards of the Jockey Club will give consideration to such application.

12.1.2 Should the Stewards of the Jockey Club give their consent to such transfer of ownership it shall be deemed effective immediately and the horse shall be eligible to race under the name of the new Owner.

12.2 Refusal of application for transfer of ownership:

If the Stewards of the Jockey Club decline to consent to a requested transfer of ownership of a horse or if within the twenty-four (24) calendar months following the death of the Owner, or such extended period as may be permitted by the Stewards of the Jockey Club, whichever shall first happen, a transferee acceptable to the Stewards of the Jockey Club cannot be found, the horse will be put up for sale by tender in accordance with such terms and conditions as the Stewards of the Jockey Club, in their absolute discretion, shall determine, and the proceeds of such sale, if any, shall be applied as prescribed by Bye-law 12.7.

12.3 Sale of the deceased Owner's horse:

Unless, in their absolute discretion, the Stewards of the Jockey Club determine otherwise, an advertisement of the sale by tender shall be issued upon the request of the executor or individual entitled to the grant of Letters of Administration or not later than the first twenty-four (24) calendar months of the death of the Owner, whichever shall first happen. The proceeds of sales, if any, shall be applied as prescribed by Bye-law 12.7.

12.4 Transitional provisions:

Pending any sale, transfer of ownership or the retirement of any horse affected by Bye-laws 12.1 to 12.3:

12.4.1 Except with the permission of the Stewards of the Jockey Club, the horse will remain with the Trainer with whom it was stabled at the time of the death of the Owner, regardless of receipt of any application for a stable transfer signed and dated prior to the Owner's death.

12.4.2 The horse will only be eligible to run in races pending a sale or transfer of ownership if:

- (a) the executor or the person entitled to the grant of Letters of Administration appoints an Authorised Representative, who is acceptable to the Stewards of the Jockey Club, and agrees to comply with such conditions as may be imposed by the Stewards of the Jockey Club; and
- (b) the Authorised Representative agrees in writing to be bound by the Rules and these Bye-laws and such conditions as may be imposed by the Stewards of the Jockey Club.

12.4.3 Unless, in their absolute discretion, the Stewards of the Jockey Club determine otherwise, the appointment of an Authorised Representative will not be permitted to exceed twenty-four (24) calendar months.

- 12.5 No person shall be entitled to call upon the Stewards of the Jockey Club for any reason or explanation for their refusal to approve a transfer to any proposed transferee, their rejection of an application for the appointment of an Authorised Representative, or their refusal to extend the time within which any appointment and/or application required under this Bye-law 12 must be made.
- 12.6 Neither the estate of the deceased Owner nor his executor nor administrator, as the case may be, nor any nominated transferee shall have any claim, howsoever, against the Club, the Stewards of the Jockey Club, or any Executive, Official or employee of the Club consequential upon any act performed in accordance with these Bye-laws, including but not limited to the refusal of the Stewards of the Jockey Club to consent to a transfer of ownership.
- 12.7 Proceeds, if any, of a sale:
- If a sale is effected and, after deducting from the price paid by the purchaser the costs incurred in the sale and all sums owed by the deceased to the Club at the date of his death together with all livery charges incurred pending the sale of the horse, there is a surplus, it shall be retained by the Club until production of the Grant of Probate or Letters of Administration to the estate of the deceased Owner, as the case may be, when it shall be paid to the executor or administrator of the estate together with any interest which may have accrued.
- 12.8 If no tenders for the horse are received or if none of the tenders received is, in the opinion of the Stewards of the Jockey Club, acceptable, the Stewards of the Jockey Club are deemed authorised to order the horse retired, in which event all of the livery fees incurred from the day on which the registered Owner died shall be borne by his estate unless the Stewards of the Jockey Club, in their absolute discretion, decide to waive that requirement.
- 12.9 If the Stewards of the Jockey Club decline to accept any of the tenders for the horse, or to waive outstanding livery fees, no person shall be entitled to be given any reason for their decision.

13. DEATH OF AN OWNER IN A PARTNERSHIP OR SYNDICATE

- 13.1 When death within a Syndicate occurs it will be the responsibility of the remaining Syndicate members to come to an agreement with the executor or the administrator of the deceased Syndicate member's estate as to the value of the deceased Syndicate member's share in the horse. The remaining Syndicate members undertake to have resolved the question of the disposal of the share of the deceased Syndicate member within one hundred and eighty (180) days of his death and to transfer the proceeds of the disposal of the share of the deceased Syndicate member to the executor or administrator of his estate without delay. Any dispute relating to the disposal of the deceased Syndicate member's share shall be referred to the Stewards of the Jockey Club whose decision shall be final.
- 13.2 In the event of the death of a partner, the horse(s) owned by the partnership shall be eligible to run in races pending a transfer of the deceased partner's share to a new partner provided that:
- 13.2.1 the executor or the administrator of the deceased partner's estate appoints an Authorised Representative who is acceptable to the Stewards of the Jockey Club and agrees to comply with such conditions as may be imposed by the Stewards of the Jockey Club;
- 13.2.2 the Authorised Representative agrees in writing to be bound by the Rules and these Bye-laws and such conditions as may be imposed by the Stewards of the Jockey Club.
- 13.3 If the conditions set out at Bye-law 13.2 cannot be met then the partners or any one of them shall forthwith report the same to the Stewards of the Jockey Club who as soon as practicable shall cause the horse(s) owned by the partnership to be sold pursuant to the Horse Ballot Bye-laws and the net proceeds of the sale shall be distributed amongst the surviving partners and the estate of the deceased partner according to their declared or deemed percentage interest in the horse(s).
- 13.4 Upon receipt of the Grant of Probate or Letters of Administration, the executor or the administrator of the deceased partner's estate shall:
- 13.4.1 make an application in writing for the transfer of the share of the deceased partner to a person who is eligible to be registered as an Owner in accordance with these Bye-laws;
- 13.4.2 enclose with such application such documents and forms as the Stewards of the Jockey Club shall require;
- 13.4.3 undertake, in writing, to produce such documentation as the Stewards of the Jockey Club shall require to be satisfied as to the due and proper transfer by them of the share of the deceased partner to the new partner within the required period;

- 13.5 The Stewards of the Jockey Club reserve the right to reject an application for transfer of the deceased partner's share to a person without giving any reason. Should the Stewards of the Jockey Club reject such application for transfer of share, the horse shall be offered for sale by tender and the net proceeds of the sale, if any, shall be paid to the remaining partner(s) and the executor or the administrator (as the case may be) of the deceased partner's estate.
- 13.6 Neither the estate of a deceased partner or the deceased member of a Syndicate, nor his executor nor administrator (as the case may be), nor any other member of the Syndicate or Partnership shall have any claim howsoever against the Club, the Stewards of the Jockey Club, or any Executive, Official or employee of the Club consequential upon any act performed in accordance with these Bye-laws, including but not limited to the refusal of the Stewards of the Jockey Club to consent to a transfer of ownership.

14. TRAINER SYNDICATE

- 14.1 The Trainer who initiates the Trainer Syndicate shall assist the Manager(s) of the Syndicate in the general administration of the Trainer Syndicate, whose responsibilities include but not limited to keeping the register of the members and accounts, making contribution calls, liaising with the Club and purchasing horse(s).
- 14.2 The composition and operation of a Trainer Syndicate and the eligibility to be registered as a member of the Trainer's Syndicate shall follow the requirements applicable to Syndicates under the Rules of Racing and these Bye-laws.
- 14.3 No transfer of stables is allowed until after the expiry of two (2) calendar years from the date of registration of the horse with the Club, except in exceptional circumstances as the Stewards of the Jockey Club consider expedient including but not limited to the relevant Trainer no longer holds a licence with the Club or is otherwise incapable to perform his duty.

15. RETIREMENT AND DISPOSAL OF HORSES

- 15.1 The Stewards of the Jockey Club shall have the power to order the humane destruction of any horse which is considered unfit for further work on veterinary advice. Such power may be delegated to the Stipendiary Stewards, Veterinary Officer or Veterinary Surgeon.
- 15.2 The criteria for both voluntary and compulsory retirement shall be determined in the absolute discretion of the Racing Committee from time to time. Such criteria will publish in the Instructions of the Stewards of the Jockey Club. No person shall have any claim against the Club, the Stewards of the Jockey Club or any Executive, Official or employee of the Club arising out of or consequential upon the retirement of a horse pursuant to such criteria or any change in such requirement.
- 15.3 An Owner wishing to retire a horse voluntarily is required to fill in a prescribed form indicating, *inter alia*, the way he or it intends to dispose of the horse. If the horse is intended to be disposed abroad or to a facility not owned or controlled by the Club, the Owner shall apply in writing to the Club. Such application shall be determined by the Racing Committee in their absolute discretion and permission may be made subject to such terms and conditions as the Racing Committee considers expedient.
- 15.4 On the retirement of a horse from racing, whether compulsorily or voluntarily, except in the situation referred to in Bye-law 15.3 or as otherwise directed by the Stewards of the Jockey Club, the ownership of the retired horse shall vest in the Club absolutely without payment and without further act on the part of either the registered Owner or the Club.
- 15.5 Owners may apply for a Permit to import a replacement horse following the retirement of their horse(s) in accordance with the Horse Ballot Bye-laws.

16. VIOLATION OF THESE BYE-LAWS

Violation of these Bye-laws may constitute an offence under the Rules of Racing and/or result in disciplinary proceedings under Article 33 of the Articles of Association of the Club.

OWNERSHIP CONTROL, BETTING AND TIPPING

1. Ownership Control

- a. Owning a racehorse in Hong Kong is a privilege as there are many more aspiring Owners than there are horses available. It is incumbent upon all Owners to understand and abide by the Club's rules regarding ownership, and to exercise proper control over their own horses.
- b. When a Member submits an application to import a horse or applies for a Subscription Griffin he undertakes to be responsible for the management of that horse during its racing life. The Owner is required to delegate certain responsibilities to his Trainer as the "Authorised Agent" under the "Authority to Act Rule" (Rule 163 and the relevant definitions under Rule 7(2) of the Rules of Racing and Instructions (the "**Rules of Racing**")) so that the Trainer can enter the horse for races and engage a Jockey. The Owner may not wish to be consulted in these processes, but he would be breaking the Rules of Racing if he allowed any person other than the Trainer to make or control entries or engage a Jockey unless he has received approval for the appointment of that person as his "Authorised Representative", under Rule 44. It is the Owner's responsibility, under the Rules of Racing, to ensure that his Trainer instructs the Jockey to ride the horse in such a manner as to obtain the best possible placing.
- c. Owners are responsible for meeting all livery and training charges themselves; to permit another individual to pay these charges would indicate that control had been passed to that party.
- d. It is perfectly permissible for an Owner to seek the advice and assistance of his Trainer, his Jockey or his friends in the purchase and import of his horse. Thereafter, the responsibility for the horse's general control and management rests squarely with the individual Owner himself. In the case of a partnership or a syndicate, the Managing Partner or Syndicate Manager is held to be responsible.

2. Race Tips and Inside Information

- a. By a Trainer
 - (1) The Rules of Racing do not prohibit an Owner from seeking tips from his own or, indeed, from any Trainer in respect of any runners in any race. However, an Owner has no entitlement to "inside information" about any horse, except his own. Whilst Trainers may tip horses to Owners, when doing so the Trainers must not disclose any inside information about a horse to a person who is not the Owner of such horse.
 - (2) A Trainer has to maintain confidentiality of inside information of all the horses in his stables. "Inside information" means:
 - any condition, abnormality, injury, or sickness or other matter affecting a horse's ability to train or race; or
 - the likely performance of a horse in a race,
 - which is not publicly available. Information is publicly available if it consists of a matter that is either observable or known by the public, or has been disclosed or made known or made available in a manner that would bring it to the attention of the public.
 - (3) Trainers shall not give, disclose or otherwise make available any inside information in relation to a horse except to the Owner of the horse, to a person engaged to perform services in a racing stable by the Club, the Trainer himself or the Owner on a strictly need-to-know basis, or to Club officials or Stipendiary Stewards or any other persons authorised by the Club.
 - (4) Trainers shall not offer or give any advantage to any person for inside information or otherwise improperly obtain inside information. Solicitation or acceptance of any advantage for any inside information is also strictly prohibited. Such acts may also constitute criminal offence.
 - (5) When dealing with media, Trainers are reminded that no inside information should be disclosed.

- (6) The Stewards of the Jockey Club consider it improper for an Owner to try to obtain inside information by means of any threat, such as the removal of a horse from the stable.
 - (7) Trainers shall refer to the Trainers' Code of Conduct and Rules of Racing on details of their obligations in relation to inside information. Trainers shall report to the Stipendiary Stewards or the Security, Integrity and Information Security Division if anybody is trying to obtain inside information from them improperly.
- b. By a Jockey
- (1) The giving of tips by Jockeys is a very different matter.
 - (2) Naturally, each Owner will be interested in the state of fitness of his own horse as well as its chances in any race in which it is to run. The Owner of a horse is fully entitled to ask the Jockey who has been riding the horse in work about its state of fitness and about its race chances; if a different Jockey is to ride the horse in the race the Owner is of course also entitled to ask the race Jockey.
 - (3) It is equally permissible for a Jockey, like any other individual, to express his general views and opinions on the chances of any horse in any race. It must be appreciated that a Jockey will frequently be in possession of inside information about horses, and he is explicitly forbidden by the Rules of Racing to give, disclose or otherwise make available inside information in relation to a horse to anybody except to the Owner or Trainer of such horse or other persons permitted by the Club. This means that no person, including an Owner or a Trainer, should ask a Jockey to provide inside information of a horse that he has ridden or was to ride except for the Owner or Trainer of the relevant horse. If a Jockey provides such inside information in breach of the Rules of Racing, he is liable to disciplinary action and so is the person who has tried to obtain inside information from the Jockey, whether for reward or otherwise. All Jockeys have been warned about this and have been told that they should refer any such requests to the Trainer.

3. Betting

a. By a Trainer

A Trainer is allowed to bet and to have an interest in a bet, provided that the bet is placed with licensed operators and such interest is not by way of inducement. However, the placing of a bet on a horse to lose a race or to be beaten by any other horse or horses in a race is strictly prohibited.

b. By a Jockey

- (1) Jockeys are not allowed to bet nor are they allowed to have any interest in a bet under any circumstances. All Jockeys are fully aware of such prohibition and that they will be subject to disciplinary action, which may lead to disqualification, if they breach this restriction under Rule 59(3). Any person who places a bet on behalf of a Jockey also commits an offence under the Rules of Racing.
- (2) The reason why Jockeys are more tightly controlled than Trainers is very simple. If a Jockey bets in a race or passes on inside information, he is more likely to be tempted or pressurised into riding according to his bets or tips rather than on the merits of his horse and the risk of the Jockey engaging in a dishonest and corrupt manner is higher.



香港賽馬會
The Hong Kong Jockey Club

Privacy Policy Statement

The Club's Commitment to Protect Your Privacy

The Hong Kong Jockey Club and where applicable, each of its subsidiaries (together "the Club"; each a "Club Entity"), are committed to ensuring the privacy and security of the Personal Data they hold. The Club aims to meet this commitment by implementing the principles and requirements of the Personal Data (Privacy) Ordinance of the Hong Kong Special Administrative Region ("the Ordinance"). This Privacy Policy Statement is intended to explain the Club's privacy practices.

For the purpose of this Privacy Policy Statement, "subsidiaries" of The Hong Kong Jockey Club refer to the "subsidiaries" of The Hong Kong Jockey Club as set out in the annual report of The Hong Kong Jockey Club.

Collection of Personal Data

From time to time and for the purpose of carrying on the Club's businesses and operations, including the provision of services and facilities to you, you may be requested to supply data that may directly or indirectly identify you or other person(s) as an individual ("Personal Data") such as, but not limited to, the following:

1. Your name;
2. Contact details such as email address, mailing and residential address, telephone number, and fax number;
3. Membership number and details (such as transactions conducted using your membership account);
4. Betting account number and details (such as transactions conducted using your betting account);
5. Information for verification of identity, including identification type and identification number (such as your HKID and passport number) and other related information;
6. Billing information such as your credit card number, bank account information and billing address;
7. Demographic information such as age, gender, nationality, marital status, preferences/interests, educational background, professional qualifications and employment history;
8. Information on public appointments, awards and recognition received, community services and other related information;
9. Details of transactions conducted using your account.

Supply of Personal Data to the Club is non-obligatory, but failure to do so may result in the Club being unable to process your application(s) or to provide facilities and services to you.

Occasionally, you may need to provide Personal Data about other individuals to the Club (e.g. spouse or children or guests). In that event, to comply with the Ordinance, you are required to have first obtained the authorisation of such individuals before using, disclosing and transferring their Personal Data, including giving consent on their behalf to the Club's possible use, disclosure and transfer of their Personal Data, for the purposes you would want to achieve from the Club. If necessary, the Club may require you to provide to the Club any supporting documents which may be necessary to prove such authorisation. You should also advise them that the Club can be contacted for further information.

Use of Personal Data

Your Personal Data may be used for the following purposes:-

1. Providing facilities, goods, services and support or performing transactions and administration work related to the following operations of the Club:
 - a. the Club's core operations of racing, betting and membership;
 - b. racecourses, clubhouses, catering, hospitality and entertainment; and/or

- c. charitable or non-profit making causes including art, community services, conservation, culture, education, environmental protection, healthcare, music, recreation and sports ("Charitable or Non-profit Making Causes").
2. Processing of your application to subscribe to the Club's services and facilities as set out in paragraph 1;
3. Conducting assessments and checks regarding eligibility for membership, horse ownership, facilities or services;
4. Verifying your identity;
5. Monitoring access to the Club's premises which are not open to public;
6. Matching (as defined in the Ordinance) your Personal Data with other data collected (by the Club or third parties) for other purposes, in relation to, the provision of facilities, goods and services to you and/or the performance of any transactions and administration work related to the Club's operations;
7. Marketing and advertising of any facilities, goods and services to you by the Club and its subsidiaries, such as sending you offers and promotions (please see further details in "Direct Marketing" below);
8. Maintaining and developing the Club's business systems and infrastructure, including testing and upgrading of these systems;
9. Meeting any obligations, requirements or arrangements, whether compulsory or voluntary, of the Club to comply with, or in connection with:
 - a. any law, regulation, judgment, court order, sanctions regime, within or outside the Hong Kong Special Administrative Region ("Hong Kong") existing currently and in the future;
 - b. any guidelines, guidance, demand or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities within or outside Hong Kong; or
 - c. any of the Club's rules or bye-laws relating to the Club's core operations.
10. Complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information of the Club and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
11. Prevention, detection or investigation of crime; and/or
12. Facilitating communications between you and the Club.

The Club may also use from time to time aggregate non-identifying information about its customers to better design and improve the Club's facilities, goods and services that it offers. This information will not identify any individual in particular.

Direct Marketing

The Club intends to use your Personal Data for direct marketing carried out by the Club or a Club Entity (or by an agent on behalf of the Club or a Club Entity), and for such purposes your Personal Data held by a Club Entity may be provided to other Club Entities for their use for direct marketing. The intended kinds of Personal Data to be used and the intended classes of marketing subjects are specified below. However, the Club may not so use or provide your Personal Data unless exempted by the Ordinance or the Club has received your consent.

For the above direct marketing use, the Club intends to:

1. use your name, contact details and demographic information; and
2. market or promote the following classes of facilities, goods, services, support and related events and activities offered or arranged by the Club or a Club Entity or their respective business partners:
 - a. racing, betting and membership;
 - b. racecourses, clubhouses, catering, hospitality and entertainment;
 - c. affinity cards, smart or stored value cards issued by or co-branded with the Club; and/or
 - d. Charitable or Non-Profit Making causes or events.

You can always opt-out free-of-charge by contacting the Club's Data Privacy Compliance Officer if you no longer wish any of your Personal Data to be used in any of the described direct marketing purposes.

Disclosure of Personal Data

Personal Data supplied to the Club will be kept confidential. However, the Club may, where such disclosure is necessary to satisfy the purpose, or a directly related purpose, for which the Personal Data was collected, provide such Personal Data to the following parties:

1. any Club Entities for fulfilling the purposes for which it was collected (subject to any consent requirement relating to "Direct Marketing" above), and to the Club's business partners for direct marketing use as described in "Direct Marketing" above;
2. any person or company who is acting for or on behalf of the Club, or jointly with the Club, in respect of the purpose or a directly related purpose for which the data was provided;
3. any other person or company who is under a duty of confidentiality to the Club and has undertaken to keep such information confidential, provided such person or company has a legitimate right to such information;
4. the Club's agents, contractors, suppliers and any third party service provider who provides administrative, marketing and research, distribution, data processing, telemarketing, telecommunications, computer, payment or other services to the Club in connection with the operations of its business;
5. government and regulatory authorities, investigative bodies and law enforcement agencies and other organisations, as required or authorised by law;
6. any financial institutions, including banks, necessary to establish and support the payment of any services and facilities provided to you; and
7. your authorised representatives or your legal advisers when requested by you to do so.

The Club may also disclose your Personal Data to third parties: (i) when required by law, by court order or in response to a search warrant or other legally valid inquiry; or (ii) pursuant to the Club's good faith belief that disclosure is required by law or otherwise necessary to the establishment of legal claims or defences, to obtain legal advice, to exercise and defend the Club's legal rights or to protect the life, body or property of any individual. This also applies when the Club has reason to believe that disclosing the Personal Data is necessary to identify, contact or bring legal action against someone who may be causing interference with the Club's rights or properties, whether intentionally or otherwise, or when anyone else could be harmed by activities causing such interference.

The Club may also transfer any information it holds about you as an asset in connection with a merger or sale (including transfers made as part of insolvency or bankruptcy proceedings) involving all or part of the Club or as part of a corporate reorganisation or other change in corporate control.

The Personal Data that the Club collects or obtains may be transferred to jurisdictions that offer lesser protection of personal data than that provided in your jurisdiction. By submitting Personal Data to the Club or using any of the Club's services and facilities, you understand and consent to such transfer.

Links to Third Party Websites

The Club's website may contain links to other sites and pages which are operated by third parties. The Club has no control over the content of the linked websites or the way in which the operators of those websites deal with your Personal Data. You should review the privacy policy for those third party websites to understand the ways in which your Personal Data may be used by those third parties.

Use of Cookies

By using the Club's website ("Website") and mobile apps, you agree that the Club can store and access cookies, IP addresses and use other methods in order to collect website usage data and improve your on-line experience.

Cookies are small files that are placed on your computer by websites that you visit or certain emails you open. They are widely used in order to make websites function properly, as well as to provide business and marketing information to the website owners.

The Club uses cookies on its Website to track visitor preferences. These cookies allow the Website to remember information that changes the way the Website behaves or looks, such as your preferred language. These cookies can also assist you in changing text size, font and other parts of the Website that you can personalise. You may refuse to accept cookies by altering the settings on your internet browser but it should be noted that if you choose not to permit cookies, some areas of the Website may not function properly.

Data Retention

All Personal Data that has been collected from you will only be stored for a duration that is relevant to the purpose for which it was processed and for as long as required by applicable law.

Commitment to Data Security

The Club is committed to protecting the security of your Personal Data. It uses a variety of physical, technological and organisational measures to help protect your Personal Data from unauthorised or accidental access, processing, erasure or other use.

Changes to the Privacy Policy Statement

The Club will post on its website at www.hkjc.com any changes to its Privacy Policy Statement, so that you will always know what information the Club gathers, how it might use that information and whether it discloses such information to anyone.

Access to and Correction of Personal Data

You are entitled to request access to Personal Data held by the Club about you and to correct such data. The Club may charge a reasonable fee for the processing of such data access request.

You may direct your request in writing to:

Data Privacy Compliance Officer
Jockey Club Headquarters
1 Sports Road
Happy Valley Hong Kong

This notice is written in English language and may be translated into other languages. In the event of any inconsistency between the English version and the translated version of this notice, the English version shall prevail.

BANK REFERENCE LETTER

SAMPLE

[DATE]

Executive Manager, Racing Registry
The Hong Kong Jockey Club
12/F, Jockey Club Headquarters
1 Sports Road
Happy Valley
Hong Kong

Dear Sir,

[Name of the Applicant]

We understand that Mr XXX has submitted an application to the Hong Kong Jockey Club for this year's Horse Import Permits Ballot.

In this connection, we hereby certify that Mr XXX has maintained an active and well-conducted account with us since XXXX.

To the best of our knowledge, we believe that Mr XXX is capable of meeting all the horse related charges up to HKD 1,250,000 per year.

This information is given in strict confidence and without any responsibility howsoever arising on the part of the Bank or any of its officers.

Yours faithfully,
For and on behalf of
XXX Bank Limited

XXXX
[Title]

(Not applicable to current Owners)