

MEMBERSHIP BYE-LAWS 會章附則

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MEMBERSHIP BYE-LAWS

1. (a) Membership Admission Committee is the Committee appointed by the Board of Directors of the Club to administer membership admission affairs.

PROCEDURE FOR APPLICATION FOR CLUB MEMBERSHIP

- (b) A person may apply for admission to Membership of the Club as a Premier Member, Full Member, Corporate Member, Recreation Member, Recreation Corporate Member, Clubhouse Member, Clubhouse Corporate Member, Racing Member or Recreation Catering Member (Macau) in writing on such form of application and in such manner as the Board of Directors of the Club may prescribe from time to time and the mode, conduct, and procedure relative to admission shall be set forth in rules made from time to time by the Board of Directors of the Club.
- (c) The Board of Directors of the Club shall from time to time determine the number of names that shall be permitted for admission to any type of membership of the Club.
- (d) The Board of Directors of the Club shall from time to time determine the number of candidates who may be proposed in any calendar year, by Members PROVIDED THAT such determination shall apply without discrimination against an individual member.

ACCEPTANCE OF MEMBERSHIP

2. Acceptance of membership of the Club binds each Member to the observance of all the Rules of the Club for the time being in force.

NOTIFICATION OF ADMISSION TO MEMBERSHIP

3. Any candidate for membership duly admitted shall be notified of the fact in writing and a copy of Articles of Association, a copy of the Club's Bye-laws, and other membership items or information as the Membership Manager from time to time thinks fit, shall be forwarded to him. Members in need can apply "Articles of Association" through the Club.

ADMISSION TO MEMBERSHIP

- 4. (a) Any person of the age of 18 or above, of good standing, shall be eligible to apply for admission and shall be admitted at the absolute discretion of the Membership Admission Committee.
 - (b) He shall upon his admission pay an entrance fee of such amount as determined by the Board of Directors from time to time. He shall also pay a monthly subscription of such amount as determined by the Board of Directors in advance of the first day of each month. The first subscription shall be payable from the commencement of the subsequent month in which the Member is admitted.
 - (c) Paid fees are non-refundable under any circumstances.

DIRECTOR MEMBERS

5. Members of the Board of Directors are, by virtue of this nature,

Director Members of the Club and are entitled to use any or all the facilities of the Club on such terms and conditions as the Board of Directors of the Club may decide as appropriate.

HONORARY MEMBERS

6. The Board of Directors of the Club may invite any person of merit to make use of any or all the facilities of the Club as an Honorary Member on such terms and conditions as the Board of Directors of the Club may decide as appropriate.

HONORARY DIRECTOR MEMBERS

7. The Board of Directors of the Club may from time to time, at their discretion, grant the Honorary Director Membership to any of the resigned Directors. He can make use of any or all the facilities of the Club on such terms and conditions as the Board of Directors of the Club may decide as appropriate.

PREMIER MEMBERS

- 8. (a) Any person of the age of 18 or above with proper occupation and stable income may apply for Premier Membership, should be proposed by a Premier Member or Full Member and seconded by Member of any category with the approval of Membership Admission Committee.
 - (b) Privileges of Premier Members:
 - (i) Subject to subparagraph (c) below, a Premier Member shall have the same obligations, liabilities, benefits and privileges of a Full Member.
 - (ii) May make full use the Clubhouse facilities in Hong Kong, Macau and Racecourse.

- (iii) May use the facilities of other associated clubs and organizations subject to the conditions from time to time stipulated by the Macau Jockey Club.
- (iv) Supplementary card issued to legal spouse and unmarried children from the age of 14 to 17.
- (v) May apply Student Members for their unmarried, overseas studying children from the age of 18 to 23.
- (c) Unlike a Full Membership, a Premier Membership is transferable subject to the following restrictions and conditions:
 - (i) Subject to (iv), (v) and (vi) below, in order to transfer his membership, a Premier Member is required to have been a Premier Member for a continuous period of at least 5 years prior to his request for transfer.
 - (ii) The Premier Member is required to submit to the Club the transfer request form together with the proposed transferee completing and submitting the Premier Member application form to the Membership Admission Committee for their approval. Approval is at the absolute discretion of the Membership Admission Committee.
 - (iii) A transferring Premier Member is required to pay such transfer fee as may be charged by the Club from time to time (payment of which shall accompany the transfer request form). Following approval, the transferring Premier Member must settle all outstanding sum and return all membership cards, badges, car park permits (if any) and other items of the Club before the Club will process and complete the transfer.
 - (iv) Should a Member who is a Premier Member pass away, then following his death his Premier

Membership may, subject to (ii) above save that the transfer request form should be completed by his administrator or executor, be taken up by the person who is entitled to his Membership under his estate provided that such transfer or transmission is completed within 1 year from the date of death and within such 1 year period such documents and evidence as required by the Club are submitted to the Club, a legal opinion is provided to the Club by a Hong Kong firm of solicitors in a form acceptable to the Club confirming such person's entitlement and the identity of the administrator or executor (as the case may be), the required transfer fee is paid, all outstanding sum of the deceased Member has been paid and settled and all items of the Club referred to in (iii) have been returned to the Club.

- (v) Should no action be taken or action taken is not in full compliance with (iv) above within the 1 year period, the Membership Admission Committee not give their approval to the person entitled as referred to in (iv) to become a Member, the Member ceases to be a Member pursuant to Accounts of Members Bye-laws but subject to Bye-law 4 therein or the Member holding the Premier Membership becomes bankrupt or is expelled, then in any such case the Membership shall be deemed surrendered / forfeited and returned to the Club and any right to transfer is lost. Such person shall cease being a Member, lose all rights of Membership and no compensation or other sum shall be payable to such person or his estate.
- (vi) While a Member holding a Premier Membership is

suspended, the Premier Membership may not be transferred.

FULL MEMBERS

- 9. (a) Any person of the age of 18 or above with proper occupation and stable income may apply for Full Membership, should be proposed by a Premier Member or Full Member and seconded by Member of any category with the approval of Membership Admission Committee.
 - (b) Full Members may at anytime apply in writing to become Premier Members (subject to the approval by the Membership Admission Committee) and pay to the Club the applicable upgrading fee and in compliance with any other rules and conditions as shall be determined by the Club.
 - (c) Privileges of Full Members:
 - (i) May make full use the Clubhouse facilities in Hong Kong, Macau and Racecourse.
 - (ii) May use the facilities of other associated clubs and organizations subject to the conditions from time to time stipulated by the Macau Jockey Club.
 - (iii) Supplementary card issued to legal spouse and unmarried children from the age of 14 to 17.
 - (iv) May apply Student Members for their unmarried overseas studying children from the age of 18 to 23.

CORPORATE MEMBERS

10. (a) Registered companies, partnerships or unincorporated association may apply for Corporate Membership.

- (b) A Corporate Member may appoint two nominees to use the Club facilities. Regardless of whether any nominee has been appointed and/or approved, a Corporate Member shall pay the monthly subscription fee as determined by the Board of Directors from time to time (for each entitlement) in accordance with the number of its nominee entitlement. Also, each additional nominee will be subject to an entrance fee and monthly subscription fees of such amount as determined by the Board of Directors from time to time.
- (c) A nominee appointed by a Corporate Member shall have the same obligations and privileges of a Full Member.
- (d) A Corporate Member may apply to change its nominee(s) by giving one month's notice in writing to the Membership Manager. Such notice will be regarded as a resignation of the nominee being replaced and an application of the replacement nominee.
- (e) Appointment/Change of nominee(s) is subject to the approval of the Club.
- (f) The Club will charge such fee as determined by the Club from time to time for the change of each nominee. Such fee will be debited to the new nominee's membership account.
- (g) A nominee shall be charged direct for the Club dues. If the nominee fails to pay dues to the Club, the Corporate Member is liable.

RACING MEMBERS

11. (a) Any person of the age of 18 or above with proper occupation and stable income may apply for Racing Membership, should be proposed by a Premier Member or Full Member and seconded by Member of

- any category with the approval of Membership Admission Committee.
- (b) Racing Members may at any time apply in writing to become Premier Members or Full Members (subject to the approval by the Membership Admission Committee) and pay to the Club the applicable upgrading fee and in compliance with any other rules and conditions as shall be determined by the Club.
- (c) Privileges of Racing Members:
 - (i) May attend all race meetings in the Members' Enclosure at Taipa Racecourse.
 - (ii) May purchase badges for their guests to attend race meetings in the Members' Enclosure.
 - (iii) May use the facilities of other associated clubs and organizations subject to the conditions from time to time stipulated by the Macau Jockey Club.
 - (iv) Supplementary card issued to legal spouse.

CLUBHOUSE MEMBERS

- 12. (a) Any person of the age of 18 or above with proper occupation and stable income may apply for Clubhouse Membership, should be proposed by a Premier Member or Full Member and seconded by Member of any category with the approval of Membership Admission Committee.
 - (b) Clubhouse Members may at any time apply in writing to become Premier Members or Full Members (subject to the approval by the Membership Admission Committee) and pay to the Club the applicable upgrading fee and in compliance with any other rules and conditions as shall be determined by the Club.
 - (c) Privileges of Clubhouse Members:
 - (i) May make full use of the Clubhouse facilities in

- Hong Kong.
- (ii) May use the facilities of other associated clubs and organizations subject to the conditions from time to time stipulated by the Macau Jockey Club.
- (iii) Supplementary card issued to legal spouse.

CLUBHOUSE CORPORATE MEMBERS

- 13. (a) Registered companies, partnerships or unincorporated associations may apply for Clubhouse Corporate Membership.
 - (b) A Corporate Member may appoint two nominees to use the Club facilities. Regardless of whether any nominee has been appointed and/or approved, a Corporate Member shall pay the monthly subscription fee as determined by the Board of Directors from time to time (for each entitlement) in accordance with the number of its nominee entitlement. Also, each additional nominee will be subject to an entrance fee and monthly subscription fees of such amount as determined by the Board of Directors from time to time.
 - (c) A nominee appointed by a Clubhouse Corporate Member shall have the same obligations and privileges of a Clubhouse Member.
 - (d) A Clubhouse Corporate Member may apply to change its nominee(s) by giving one month's notice in writing to the Membership Manager. Such notice will be regarded as a resignation of the nominee being replaced and an application of the replacement nominee.
 - (e) Appointment/change of nominee(s) is subject to the approval of the Club.
 - (f) The Club will charge such fee as determined by the

- Club from time to time for the change of each nominee. Such fee will be debited to the new nominee's membership account.
- (g) A nominee shall be charged direct for the Club dues. If the nominee fails to pay to the Club, the Clubhouse Corporate Member is liable.

RECREATION MEMBERS

- 14. (a) Any person of the age of 18 or above, with proper occupation and stable income may apply for Recreation Membership, should be proposed by a Premier Member or Full Member and seconded by Member of any category with the approval of Membership Admission Committee.
 - (b) Recreation Members may at any time apply in writing to become Premier Members or Full Members (subject to the approval by Membership Admission Committee) and pay to the Club the applicable upgrading fee and in compliance with any other rules and conditions as shall be determined by the Club.
 - (c) Privileges of Recreation Members:
 - (i) May make full use of the Clubhouse facilities in Macau.
 - (ii) May make use of other associated clubs and organizations subject to the conditions from time to time stipulated by the Macau Jockey Club.
 - (iii) Supplementary card issued to legal spouse.

RECREATION CORPORATE MEMBERS

15. (a) Registered companies, partnerships or unincorporated association may apply for Recreation Corporate

Membership.

- (b) A Corporate Member may appoint two nominees to use the Club facilities. Regardless of whether any nominee has been appointed and/or approved, a Corporate Member shall pay the monthly subscription fee as determined by the Board of Directors from time to time (for each entitlement) in accordance with the number of its nominee entitlement. Also, each additional nominee will be subject to an entrance fee and monthly subscription fees of such amount as determined by the Board of Directors from time to time.
- (c) A nominee appointed by a Recreation Corporate Member shall have the same obligation and privileges of a Recreation Member.
- (d) A Recreation Corporate Member may apply to change its nominee(s) by giving one month's notice in writing to the Membership Manager. Such notice will be regarded as a resignation of the nominee being replaced and an application of the replacement nominee.
- (e) Appointment/change of nominee(s) is subject to the approval of the Club.
- (f) The Club will charge such fee as determined by the Club from time to time for the change of each nominee. Such fee will be debited to the new nominee's membership account.
- (g) A nominee shall be charged direct for the Club dues. If the nominee fails to pay dues to the Club, the Recreation Corporate Member is liable.

RECREATION CATERING MEMBERS (MACAU)

16. (a) Any person of the age of 18 or above with stable income and good standing may apply for Recreation

- Catering (Macau) Membership. Applicant must be nominated by a Premier Member or Full Member and seconded by a Member of any category and will be subject to approval by the Membership Admission Committee.
- (b) Recreation Catering members (Macau) may use the specified facilities subject to the conditions from time to time stipulated by the Club within the period of the membership. Members may also renew their membership by paying to the Club the applicable renewal fee as shall be determined by the Club as at the time of the renewal.
- (c) Privileges of Recreation Catering Members (Macau):
 - (i) Full access to the dining facilities provided by the Macau Jockey Club Clubhouse (Macau) within the validity period.
 - (ii) Membership card will be issued for identification and credit signing.

17. Omitted

STAFF MEMBERS

- 18. (a) The Board of Directors may from time to time at their discretion nominate a number of Senior Staff, Jockeys, Trainers and Assistant Trainers of the Club to become Staff Members. Membership of the Club will automatically cease upon cessation of employment. However, the Board of Directors may consider and approve granting free admission to Full Membership to Managerial Staff or above who have been serving the Club for more than three years at the time of their resignation.
 - (b) The procedure for nominations of Staff Members shall

- be from time to time determined by the Board of Directors of the Club.
- (c) A Staff Member shall be entitled to the same privileges as a Full Member as set forth in Membership Bye-law (21) save and except the right to apply for, own or enter any race horses as set forth in Membership Bye-law(21), subparagraph(g).

SYNDICATE MEMBERS

- 19. (a) A Syndicate must comprise of not less than six and not more than twenty persons of good standing. A Syndicate must nominate one person, who must have been a Premier Member or Full Member of the Club for at least one year, to be named as the principal partner. The principal partner will be responsible for all matters pertaining the horses under the Syndicate and who will ensure that all partners act and operate in accordance with the Ownership Bye-laws.
 - (b) A Premier Member or Full Member may at one time be registered under a maximum of five different Syndicates while a non-Member of the MJC may only be registered in three Syndicate.
 - (c) The registration fee for a Syndicate, additional registration fee for each non-member and monthly subscription fee shall be such amount as maybe determined by the Club from time to time, Applications for renewal of registration of a Syndicate must be made annually in the month of September subject to payment of a prescribed fee, which shall be determined by the Membership Admission Committee.
 - (d) Should a Syndicate's horses all be retired or sold, a Syndicate may apply for cancellation or to be retained

- to the end of the season in question. Should it not acquire a new horse, the Syndicate will automatically be cancelled at the end of the racing season. Should the Syndicate wishes to re-apply at a later date, it will once again be charged a registration fee.
- (e) Each Syndicate Member (not already a Premier, Full or Racing Member) can redeem an admission badge with membership card and will be entitled to enjoy use of the boxes and dining facilities in the Members/Owners Areas on raceday.
- (f) Each Syndicate Member (not already a Premier, Full or Racing Member) will be issued with a Syndicate Membership Card which is to be used for identification to enjoy use of the boxes and dining facilities in the Member / Owners Areas on raceday, but not entitle for any transaction purposes.

STUDENT MEMBERS

- 20. (a) A Premier Member or Full Member may apply Student Members for their unmarried, overseas studying children from the age of 18 to 23.
 - (b) Privileges of Student Members:
 - (i) May make use of the Racecourse/Clubhouse facilities, and the facilities of other associated clubs or organizations subject to the condition from time to time stipulated by the Macau Jockey Club.
 - (ii) A Student Member supplementary card will be issued which is to be used for identification and transaction purposes.
 - (iii) Holder of the Student Member supplementary

card using the Club facilities will be treated as a personal guest of the Member.

(c) Membership Cards Bye-Laws:

Each application of Student Membership is required to have prior approval of the Club, be exempted from the admission/monthly subscription fee. Instead, he is required to pay a subscription fee of such amount as determined by the Club from time to time for a period of twelve months in advance. Applications for renewal of Membership must be made annually subject to appropriate supporting evidence.

A Premier Member, Full Member or Corporate Member by making application of Student Member supplementary card shall be deemed to have agreed to be responsible for the behavior to whom are using the facilities of the Club. The principal card holder also have to pay for all charges incurred by the use of such Student Member supplementary card, including charges incurred between loss of card and reporting of such loss to the Club. The fee for lost card shall be such sum as determined by the Club from time to time.

The principal and supplementary Membership Cards of a Member who has been registered as "Resigned" or "Terminated" shall be invalid and should be returned to the Club. Any Member failing to comply with this Rule shall be continuously liable to payment of his account until all cards issued to him are returned to the Club for cancellation.

MEMBERSHIP PRIVILEGES

21. (a) Except for Clubhouse Members, Clubhouse Corporate

- Members, Recreation Members and Recreation Corporate Members, members in all categories are entitled, without further payment, to attend in the Members' Enclosures all race meetings operate by Macau Jockey Club.
- (b) Except for Racing Members, Clubhouse Members, Clubhouse Corporate Members, Recreation Members, Recreation Corporate Members, Recreation Catering members (Macau) and Syndicate Members, who have limited use of the Club's facilities, all Members are entitled to make full use of the Club's facilities in Macau, Hong Kong and its affiliated Clubs and Associations elsewhere.
- (c) A Member will be issued with a Club Membership Card which is to be used for identification and transaction purposes.
- (d) Racing Members, Clubhouse Members, Clubhouse Corporate Members, Recreation Members and Recreation Corporate Members, who are eligible for Supplementary Cards for their legal spouse. Premier Members, Full Members and Corporate Members may apply for Supplementary Cards for their legal spouse and unmarried children from the age of 14 to 17.
- (e) Except for Clubhouse Members, Clubhouse Corporate Members, Racing Members, Recreation Corporate Members and Recreation Catering members (Macau), a Member shall be entitled to collect his own Badge and Guest Badge at a time informed by the Membership Manager.
- (f) Except for Clubhouse Members, Clubhouse Corporate Members, Recreation Members, Recreation Corporate Members and Recreation Catering members (Macau), a Member may purchase, in accordance with the rules

- and conditions as shall be determined by the Club governing Members' Guest Badges and, subject always to any order that may have been made under Membership Bye-Laws (28), badges for guests invited by the Member to attend in the Members' Enclosures race meetings operated by Macau Jockey Club.
- (g) Only Premier Members, Full Members or Corporate Members may apply for, own and enter any race horse under the terms and conditions set forth in any Bye-laws, Rules of Racing and other regulations made by the Board of Directors of the Club from time to time.
- (h) Both Membership Cards(including Supplementary Cards) and Badges(including Guest Badges) are properties of the Club.

USE OF FACILTIES

- 22. (a) The Board of Directors of the Club may, at their discretion, determine the times and occasions when access and use of the facilities at all or any part of the Clubhouse, or any one or more thereof, shall be restricted to Premier Members, Full Members/Corporate Members, Clubhouse Members/Clubhouse Corporate Members or accessible also to Racing Members, Recreation Members/Recreation Corporate Members and Recreation Catering members (Macau).
 - (b) The Board of Directors of the Club may, at their discretion, permit temporary use of any Club facilities by any person with or without a fee for such temporary use.

TRANSFER OF MEMBERSHIP

23. The rights and privileges of a Member shall be personal to himself; they shall not be transferred by his own act or by operation of law, and shall cease upon his death or bankruptcy, except as provided under Membership Bye-laws(8) for Premier Members but subject to the restrictions therein and (26) or upon his ceasing from any cause to be a Member under the provisions these Articles.

RESIGNATION

24. Any Member who wishes to resign from the Club must give not less than thirty(30) days advance notice in writing to the Club. For Premier Members who resign they shall be deemed to be without compensation or other payment to have surrendered their Membership to the Club.

LIABILITY ON CESSATION OF MEMBERSHIP

25. Any person howsoever ceasing to be a Member shall nevertheless remain liable for and shall pay to the Club all moneys which at time of his ceasing to be a Member shall be due from him to the Club and such moneys shall be deemed to include the monthly subscription for which he would have been liable had he remained a Member, as the case may be, until the end of the month in which he ceases to be a Member, and shall liable to pay to the Club all moneys which at the time of his resignation was due from him to the Club and to return all Membership Cards (including Supplementary Cards), Badges and Parking Permits to the Club.

DEATH OR BANKRUPTCY OF MEMBERS

- 26. (a) The rights of a Member who is either a Full Member, Clubhouse Member, Racing Member, Recreation Member or Recreation Catering members (Macau) shall cease upon the death of such Member save and except that the surviving spouse of a deceased Member may, within 3 months from the date of the death of such member, upon notice in writing to the Membership Manager succeed to the membership of the deceased Member and be entitled to all the rights and privileges and subject to all obligations and liabilities of such deceased Member without payment of any entrance fee. For consequences of death of a Premier Member, please refer to Membership Bye-laws(8).
 - (b) The rights of a Member shall cease upon his bankruptcy.

PROVISION OF ADDRESS AND NOTICES

- 27. (a) Each Member shall register with the Membership Manager an address to which any notices, accounts and other communications may be sent and notify in writing the Membership Manager of any changes to such registered address.
 - (b) Any notices, accounts or other communications to be given to any Member may be given by sending the same by prepaid post addressed to such Member at the registered address. Any notices or other communications to be given to the Membership Manager may be given by sending the same by pre-paid post addressed to the Membership Manager at its registered office for the time being or in such manner and at such address as the Membership Manager may from time to time prescribe.

(c) Any notices given by pre-paid post shall be deemed to have been served on the date following the date on which the same was posted and in proving such service, it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted.

EXPULSION AND DISCIPLINING OF MEMBERS AND OTHERS

28. (a) Any person who shall make default in payment of stakes or forfeits or who shall have been party at any time anywhere to any fraud or malpractice connected with horse racing or who has been warned off any racecourse under the control of any Racing Body or Association recognized by the Club shall not be admitted to any category of membership of the Club, or be approved as nominee of any Corporate Member or to the Premises of the Club; and if any Member or Corporate Nominee shall be discovered to have been or shall at any time become a defaulter or be guilty of any fraud or malpractice as aforesaid or of any breach of the Rules of Racing for the time being in force or be warned off any such racecourse as aforesaid, the Board of Directors of the Club shall forthwith enquire into the matter and if they are of the opinion that such Member or Corporate Nominee has been or become a defaulter or been guilty of any fraud or malpractice or breach of the Rules of Racing as aforesaid or has been warned off any such racecourse as aforesaid, they may either expel him from or suspend all or any of the privileges of membership of the Club and/or warn him off the Premises of the Club. Any inquiry under these

- Bye-laws shall be conducted in the same manner as nearly as possible as provided for in these Bye-laws.
- (b) If in the opinion of a Director or Official of the Club any person is guilty in the Premises of the Club of causing any noise, uproar or disturbance or improper conduct or of any other conduct detrimental to the interests of the Club he may be requested immediately to leave the Premises and if he should refuse to do so he may be removed from the Premises of the Club at the order of such Directors or Official who shall then, as soon as practicable, report the incident to the Membership Manager who may thereupon proceed under subparagraph(c) below.
- (c) If in the opinion of the Board of Directors of the Club:
 - (i) Any Member shall have infringed any of the provisions of the Articles of Association or any of the Bye-laws, Rules of Racing and Instructions and Rules governing the conduct of Betting and/or.
 - (ii) Any Member shall have been guilty of any conduct or behavior or any act which in the opinion of the Board of Directors of the Club renders him unfit for membership of the Club or is detrimental to the interests, character or reputation of the Club. Such Member may be expelled from the Club and shall cease to be a Member thereof or may be reprimanded or suspended from membership or from any of the privileges of membership for such periods as the Board of Directors of the Club see fit. Conviction of any offence in any Court of Justice (not being a conviction reversed on appeal otherwise quashed) shall be conclusive evidence that the Member charged has been guilty

- of the conduct, behavior or act described in the charge upon which he was convicted.
- (d) When any Member has been accused of any of the aforesaid matters, the Board of Directors may order the constitution of a Disciplinary Committee to enquire into the matters referred to and to proceed in accordance with the provisions of the Disciplinary Proceedings Bye-laws.
- (e) It shall be lawful for the Board of Directors of the Club, on the written application of a former member who has been expelled pursuant to the articles, and/or bye-laws after due enquiry, to reinstate his membership on such terms and conditions as the Board of Directors of the Club shall deem fit.

ACCOUNTS OF MEMBERS BYE-LAWS

- 1. An account of all monies owing to the Club by a Member shall be rendered monthly on the 5th of every month (statement date) and due for payment at the month end.
- 2. A Member whose account remains unpaid on the date shall be liable to pay a monthly finance and administration charge which will start to accrue on the outstanding balance from the relevant statement date. This rate will be determined from time to time by the Board of Directors. If his account remains unpaid 15 days after the relevant due date, the credit facilities of the Member concerned will be suspended and his name shall be liable to be posted in accordance with the Articles of Association. He shall cease to be a Member if his account remains still unpaid for 15 days after suspension of his credit facilities and again his name shall be liable to be posted in accordance with the Articles of Association. Upon cessation of Membership due to whatever reasons, all monies owing to the Club and/or Macau Horse Racing Company Limited ("the Monies Due") shall be paid by the outgoing Member on the date of cessation. Otherwise, the outgoing Member is deemed to have given full consent to the Club for disposal of all his assets held under the custody of the Club ("the Assets") to raise cash for settlement of all monies owed by him to the Club and/or Macau Horse Racing Company Limited. The cash proceeds raised from the disposal of the Assets after being utilised to settle the Monies Due and expenses incidental to the disposal of Assets shall be repaid to the outgoing Member within six months of the disposal. The

- Club reserves the right to recover the remaining balance of the Monies Due, in so far as not being settled out of the disposal proceeds of the Assets, by other lawful means.
- 3. The Club also reserves the right to notify other racing Clubs who are members of the Asian Racing Conference, the names of such terminated members who make default in payment of the monies due to the Club.
- 4. Upon cessation of membership due to failure in payment of a member's account, a member may be considered by the Club for resumption of his membership on the following conditions:
 - (a) The concerned member should apply to the Club in writing for resumption of membership within three months from the date of termination via the Membership Manager. Late submission will not be considered unless the Board of Directors in their sole and absolute discretion think fit.
 - (b) The concerned member should fully settle his overdue accounts including the finance and administrative charges.
 - (c) The concerned member should fully settle any retroactive charges incurred during the termination period.
 - (d) The concerned member should pay a reinstatement charge of 10% on amounts overdue or a minimum reinstatement payment of such amount as may be determined by the Club from time to time, whichever is the greater.
 - (e) The concerned member should sign to authorize "direct debit" for his subsequent charges to be made to the Club.
 - (f) Whenever the concerned member resinstates as a horse owner, a deposit of such amount as maybe determined by the Club from time to time, has to be paid to the

Club. The above deposit will be refund to the member when the horse is retired or upon the transfer of ownership and is subjected to the clearance of all outstanding payment.

- 5. Member who intend to be absent from the territory of Macau or Hong Kong shall make provision for their accounts to be paid within the time prescribed by the Rules of the Club for the time being in force.
- A member residing permanently abroad may, with prior 6. approval of the Club, be exempted from the payment of monthly subscription. Instead, he is required to pay a subscription for a period of twelve calendar months in advance. Premier, Full, Racing, Recreation and Clubhouse Members who will be absent from Hong Kong/ Macau temporarily, may apply to be exempted from the payment of monthly subscription and pay instead a subscription for a period of twelve calendar months or part thereof. The subscription amount shall be determined by the Club from time to time. Upon approval, he is required to surrender his membership card(s), members' badges and parking permits, if any, to the Club until he re-activates his Membership.
- 7. All new applicants for Premier, Full, Corporate, Racing, Clubhouse, Clubhouse Corporate, Recreation, Recreation Corporate or Recreation Catering members (Macau) are required to pay their accounts by direct debit.

MEMBERSHIP CARDS BYE-LAWS

- 1. No amounts payable in respect of services and goods or for the use of facilities pursuant to the Club's Bye-laws may be paid in cash. Charges may only be made by use of a Club Membership Card.
- 2. A Member shall be entitled to apply for a Club Membership Card which will bear his signature and photograph.
- 3. A Club Membership Card shall indicate by appropriate coding the category of membership of the person to whom or at whose request it is issued and, subject as is herein provided, a Club Membership Card may only be used for those facilities of the Club relevant to the indicated category of membership.
- 4. Until the loss of a Club Membership Card is reported to the Membership Manager, the Member to whom, or at whose request, the Club Membership Card was issued shall be responsible for all transactions involving the use of the Club Membership Card.
- 5. A Club Membership Card shall remain at all times the property of the Club and will be surrendered to the Club upon the written demand of the Membership Manager. Any such demand shall be deemed to have been served upon the Member three days subsequent to the date such demand was mailed to the Member and failure by a Member to comply with any such demand shall constitute conduct unbecoming to such Member, whereupon such Member may be liable to disciplinary proceedings in accordance with the Club's Articles of Association.
- 6. Except for Racing Members, Clubhouse Members, Clubhouse Corporate Members, Recreation Members and Recreation Corporate Members who are eligible for

Supplementary Membership Cards for their legal spouse, Premier Member, Full Members and Corporate Members may apply for Supplementary Cards for their spouse and unmarried children from the age of 14 to 17. The application for such supplementary membership cards shall be in such from as the Club may from time to time prescribe and, notwithstanding the content of any such form, by making such application a Member shall be deemed to have agreed to be responsible to make payment to the Club for all charges incurred by the use of each such supplementary membership card, including charges incurred between the loss of a supplementary membership card and reporting of such loss to the Club pursuant to Bye-law 4 above.

- 7. Holders of supplementary membership cards between 14 and 17 years of age may bring guests to the Club and may use the cards in signing for services or facilities usage. The Board of Directors may, in their sole discretion, extend or restrict the services or facilities of the Club available to the holders of such cards.
- 8. The Board of Directors shall be at liberty to, from time to time extend or restrict the immediate family members to whom supplementary membership cards may be issued. The Board of Directors may also, in their sole discretion, amend the age limit in the provision of the services or facilities of the Club to holders of such supplementary membership cards.
- 9. A Club Membership Card must be produced for inspection at the request of any member of staff of the Club.
- 10. If a Club Membership Card and/or Supplementary Card is lost, a Member shall be entitled to make application to the Club for a replacement. The fee for lost card shall be such sum as determined by the Club from time to time and the Membership Manager may, in his absolute discretion,

- increase, reduce such charge or waive such charge.
- 11. A Member who applies for and obtains supplementary membership cards on behalf of his immediate family members shall be responsible for the behaviour of those to whom supplementary membership cards are issued whenever any such persons are using the facilities of the Club as if on all such occasions each such person was a personal guest of the Member.
- 12. The person to whom a Club Membership Card is issued is the only person entitled to use the Club Membership Card, but the use of a Club Membership Card by a person other than the person to whom it was issued shall not absolve the Member from the charges incurred by the use of any such Club Membership Card.
- 13. The principal and supplementary Membership Cards of a Member who has been registered as "Resigned" or "Terminated, shall be invalid and should be returned to the Club. Any Member failing to comply with Rule shall be continuously liable to payment of his account until all cards issued to him are returned to the Club for cancellation.

DISCIPLINARY PROCEEDINGS BYE-LAWS

Notification of Charge

When any Member has been accused of any of the matters 1. referred to in Membership Bye-law (28) and the matter has been referred to the Board of Directors of the Club, they may thereupon constitute a Disciplinary Committee to enquire into the matters referred to. The Disciplinary Committee shall give twenty-one (21) clear days notice to the Member concerned, which notice shall be in such form and containing such information as the Disciplinary Committee shall determine but, without prejudice to the generality of the foregoing, the notice shall inform the Member of the charge against him, of the intention of the Disciplinary Committee to hold the meeting which has been convened to enquire into the charge, of the right of Member to be present at such meeting, and of the right of the Member to adduce evidence and address the Disciplinary Committee in his own defence.

Legal Representations

2. (a) If a Member wishes to be legally represented at the meeting of the Disciplinary Committee he shall apply to the Disciplinary Committee for their consent to such representation. Failure to so apply at least two (2) clear days prior to the notified date of the meeting of the Disciplinary Committee shall constitute a waiver by the Member any right to be legally represented. The

decision whether or not to allow the Member to be legally represented shall be in the absolute discretion of the Disciplinary Committee. The Club may have a legal representative present at any meeting of the Disciplinary Committee at which a Member is legally represented.

- (b) At any meeting of the Disciplinary Committee at which a Member is legally represented the legal representative of the Club may adduce the evidence on behalf of the Club, may cross-examine the Member and any witnesses called by the Member and may address the Disciplinary Committee on behalf of the Club.
- (c) At any meeting of the Disciplinary Committee at which the Member and the Club are legally represented, the Disciplinary Committee may appoint a legal representative to advice the Committee on matters of procedure.

Interpreter

3. The disciplinary inquiry will be conducted in Cantonese and if the member concerned desires to have the services of an interpreter (dialects to be specified) then, upon two (2) clear day's notice of this being given by such Member, arrangements will be made for the attendance of a suitable interpreter who may be an employee of the Club.

Proceedings at Meetings of the Disciplinary committee

4. (a) The Disciplinary Committee which is an internal tribunal of the Club, although it follows the procedures of the Court of Laws, may make such rules as to the conduct of any particular hearing as the members of

- the Disciplinary Committee may in their absolute discretion determine.
- (b) The Disciplinary Committee shall have power to adjourn the meeting from time to time until the matter of the inquiry has been disposed of.
- (c) If the Member shall appear at the Meeting of the Disciplinary Committee the Disciplinary Committee may either.
 - (i) Refer the entire matter to another Disciplinary Committee constituted by the Board of Directors of the Club either generally or for that particular hearing and which other Disciplinary Committee shall in the presence of the Member hear the evidence against him and shall hear the Member, or his legal representative, and such evidence as is adduced on his behalf; or
 - (ii) Themselves deal with the entire matter and in the presence of the Member hear the evidence against him and shall hear the Member, or his legal representative, and such evidence as is adduced on his behalf.
- (d) If within 15 minutes after the time for which the Meeting was called, the Member shall not appear at the Meeting, the Disciplinary Committee may, in his absence, hear the evidence against him and may decide upon the matter as they see fit.

Disciplinary Measures

5. (a) At or following termination of the inquiry conducted as aforesaid the Disciplinary Committee shall have power to decide that such Member be expelled and/or has forfeited his right to membership of the Club

- whereupon they shall direct that the Member's name be deleted from the List of Members and with effect from such deletion he shall cease to be a Member. The Disciplinary Committee shall also have power to fine or reprimand such Member or to suspend any or all of the privileges of such Member for such period as they deem fit.
- (b) In the event of suspension of any or all of the privileges of such Member, the Member concerned shall forthwith surrender to the Membership Manager said Member's membership cards, Member's badges and all other documents as, in the opinion of the Membership Manager, are relevant to the privileges so suspended and in the event of his failure to do so the Board of Directors of the Club may expel such Member and erase such member's name from the List of Members and he shall thereupon cease to be a Member and for Premier Members, the right to transfer his Membership is deemed surrendered/forfeited and lost.

Recording of Proceeding at Meetings

- 6. (a) The Disciplinary Committee shall cause a full minute of any such Meeting to be made by an employee of the Club.
 - (b) Upon application in writing by the Member concerned, a transcript of the said minute shall be furnished to him. Written notification of any decision of the Disciplinary Committee shall be sent to the Member concerned by post.

Appeals

7. Any Member who is aggrieved by the decision of the Disciplinary Committee shall be entitled to appeal to the Board of Directors of the Club. A notice, giving the grounds for such an appeal must be lodged with the Membership Manager within seven (7) clear days.

Revise of Appeal

8. It shall be competent for the Board of Directors of the Club to review the notice of Appeal and Grounds of Appeal and, without hearing the Member, to direct that the Disciplinary Committee reconvenes to re-hear and, if they consider it expedient, direct that at such re-hearing the further evidence referred to by the Member and/or the additional witnesses referred to by the Member in his Grounds of Appeal be heard by the Disciplinary Committee.

Conduct of Appeal

- 9. (a) The Appeal shall be heard by at least three Directors of the Club (excluding such of their body as were Members of the Disciplinary Committee or who otherwise participated in the proceedings before the Disciplinary Committee).
 - (b) Without prejudice to the generality of the powers of the Board of Directors of the Club, the Board of Directors of the Club may at their absolute discretion determine and regulate the procedure and conduct of the appeal either generally or in respect of a particular appeal.

Hearing of Appeal

- 10. (a) The Board of Directors of the Club may hear the appeal upon the evidence already taken and any additional evidence which in their opinion it is desirable to admit or obtain and, subject as aforesaid, no fresh or further evidence shall be adduced on the hearing of any appeal to the Board of Directors of the Club except by their leave.
 - (b) On the hearing of the appeal the Board of Directors of the Club may:
 - (i) Uphold the decision appealed from in whole or in part or vary the same in such manner as they think fit;
 - (ii) Increase or diminish the penalty imposed by the Disciplinary Committee;
 - (iii) Refer any matter back to the Disciplinary Committee for further hearing or consideration or for re-hearing;
 - (iv) Reverse the decision of the Disciplinary Committee;
 - (v) Proceed to hear and determine the appeal as if they were making an original enquiry and, for this purpose, may rely upon the evidence already taken and any fresh or further evidence which in their opinion is desirable to admit or obtain;
 - (vi) Make such order as in their opinion ought to have been made by the Disciplinary Committee or, as in their opinion, may be necessary, to ensure the determination on the merits of the real issue in question.

MEMBER'S BADGE AND GUEST BADGE BYE-LAWS

- 1. Member's badges are not transferable and in no circumstances may they be used by any person other than the Members to whom they are issued. Members should be aware that, under the articles of association, infringement of this rule may result in their expulsion from the Club.
- 2. Guest badge may be transferred on the condition that Members must ensure that guest badges issued to them shall not be used by any person without their express permission. Members shall remain responsible for the conduct of any person to whom they give permission to use their guest badges whilst they are on the premises of the Club.
- 3. A Member's Badge and Guest Badge remain the property of the Macau Jockey Club and will be surrendered to the Club upon demand. Any such demand shall be deemed to have been properly given if such demand is in writing under the hand of the Membership Manager of the Club.
- 4. Any Member who infringes any of the conditions of these Bye-laws shall immediately forfeit the right to admission to the premises of the Club and to invite guests to attend race meetings and such Member shall on demand either by an authorised person or by the Directors of the Club surrender his Member's Badge and Guest Badge for such period as the Board of Directors of the Club in their absolute discretion shall determine provided that an aggrieved Member may apply for a hearing by the Disciplinary Committee constituted pursuant to the Articles of Association to determine the merits of any such infringement of the

- foregoing conditions or the aforesaid Bye-laws.
- 5. Any written demand made pursuant to Conditions (3) and/or (4) shall be deemed to have been served upon a Member twenty-four hours subsequent to the display on the Notice Board in the Club Building of a copy of the Original of such written demand as dispatched to a Member at his address as registered with the Club.
- 6. Admission to the Member's Enclosure can be gained only by the entrances to the Members' Stands and upon production of a Member's Badge or Guest Badge, which must be worn and displayed prominently throughout each race meeting.
- 7. Every care should be taken of badges. A Member will be responsible for any use of his badge or guest badges(s) even though such use may not have been authorised by him. Until the loss of a badge is reported to the Club the Member to whom the badge was issued shall be held responsible for any misuse of his Member's badge or guest badge resulting from such loss
- The Club may make periodic checks of persons wearing a 8. Member's Badge or Guest Badge during race meeting. Should the person wearing a Member's Badge not be the Member to whom such badge was issued or should a person wearing a Guest Badge not be the person to whom permission has been given by the Member to whom the badge was issued then such person shall on demand either by an authorised person or by a Director of the Club surrender the Member's Badge or the Guest Badge, as the case may be, and thereupon leave the premises of the Club. If such person refuses to do so, such person may be removed from the premises at the order of a Director, the Chief Executive or an official authorised by the Board of Directors of the Club, and the Member concerned shall be subject to enquiry under the provisions of Disciplinary Proceedings Bye-laws.

- 9. It is the responsibility of a Member to inform each person who is permitted to use his Guest Badge of these Bye-laws and to draw his attention that any breach may result in disciplinary action being taken against him.
- 10. If a Club Member Badge and/or Guest Badge is lost, a Member shall be entitled to make application to the Club for a replacement. The loss penalty shall be determined by the Club from time to time and the Membership Manager may, in her absolute discretion, increase, reduce or waive such charge.

MEMBER'S GUEST AND MEMBER'S GUEST BADGES BYE-LAWS

- 1. Member's Guest Badges remain the property of the Macau Jockey Club.
 - A MEMBER'S GUEST BADGE IS NOT TRANSFERABLE AND MAY ONLY BE WORN AND USED BY THE GUEST SHOWN ON THE APPLICATION FORM SIGNED BY THE MEMBER PURCHASING/ACQUIRING THE GUEST BADGE. Such Badges found in the possession of other persons shall be declared invalid and will be surrendered if a Director, the Chief Executive or an official of the Club requests its surrender. If a Member's Guest Badge is declared invalid and a request is made for it to be surrendered the holder requested shall comply with the request to surrender the Member's Guest Badge and shall immediately leave the premises of the Club. If the holder of a Member's Guest Badge refuses to do so, that holder may be removed from the premises at the order of a Director of the Club, the Chief Executive or an official authorized by the Board of Directors of the Club.
- 2. Members will be held responsible for the guest badges issued to them and for the conduct of their guest(s) while on the premises of the Club.
- 3. If a Director, the Chief Executive or an official of the Club is satisfied that a holder of a Guest Badge has not obtained it directly from a Member in accordance with these Bye-laws or if the holder of a Guest Badge fails to comply with any of the provision of these Bye-laws to the satisfaction of a Director, the Chief Executive or an official of the Club such Director, Chief Executive or an official of the Club may

- declare the Guest Badge invalid and such person may in any such case be requested immediately to leave the premises of the Club. If such person refuses to do so such person may be removed from the premises at the order of a Director, the Chief Executive or an official authorized by the Board of Directors of the Club.
- If in the opinion of a Director, the Chief Executive or an 4. official of the Club, a Member's guest is guilty in the premises of the Club of causing any noise, uproar or disturbance or improper conduct or of any other conduct whatsoever detrimental to the interests of the Club such Member's guest may be requested immediately to leave the Premises by a Director, the Chief Executive or an official of the Club, and if such Member's guest should refuse to do so such Member's guest may be removed from the premises at the order of a Director, the Chief Executive or an official authorized by the Board of Directors of the Club. The Director, Chief Executive or official concerned shall as soon as practicable report the incident to the Board of Directors and disciplinary action may be taken against the Member in question in accordance with the procedures laid down in the Club's Articles of Association.
- 5. Any Member who infringes any of the conditions of these Bye-laws shall on demand by the Board of Directors of the Club, such demand to be under the hand of the Membership Manager of the Club, forfeit the right to invite guests to attend race meetings for such period as the Board of Directors of the Club in their absolute discretion shall determine provided that an aggrieved Member may apply for hearing by the Disciplinary Committee pursuant to the Articles of Association to determine the merits of any such infringement of these Bye-laws.
- 6. Any written demand made pursuant to Bye-laws(5) shall be

- deemed to have been served upon a Member twenty-four hours subsequent to the display on the Notice Board of the Club Building of a copy of the original of such written demand as despatched to a Member at his address registered with the Club.
- 7. Members may purchase that number of guest badges per race meeting as the Board of Directors of the Club may from time to time, in their absolute discretion, authorize. Notification of such authorisation shall be adequately given if a notice is displayed on the Notice Board in the Club Building.
- 8. The holder of a guest badge must prominently display it at all times when in the Racecourse and on request by an employee or agent of the Club must hand it over for inspection and state the name of the Member from whom it was obtained.
- 9. All Members' guest badge will be expressly issued subject to these bye-laws. It is the responsibility of a Member to draw these bye-laws to the attention of his guest(s) and to inform his guest(s) that an infringement of these bye-laws may result in disciplinary action being taken against the Member concerned.

TAIPA RACECOURSE ENCLOSURE BYE-LAWS

Attendance at Race Meeting

- 1. Persons under the age of 18 are not allowed entry.
- 2. The Club has the right to refuse admission on any person.
- 3. Persons are admitted up to the maximum permissible capacity subject to the following conditions:
 - (a) (i) Members/Owners Enclosure--Persons displaying Member/Owners Badges or the respective Members/Owners Guest Badges, Official Badges, Duty Badges or Complimentary Badges are permitted to enter to the respective Enclosures.
 - (ii) Public Enclosures--Person displaying Member's Badges, Members Guest Badges, Official Badges, Duty Badges, Complimentary Badges, or passes/tickets in the form of a badge purchased at selling offices designated by the Club are permitted to enter.
 - (iii) Racing Complex--Persons displaying Members/Owners Badges, Members Guest Badges or Complimentary Badges, together with the exclusive Racing Complex admission Badges, Officials Badges or Duty Badges are permitted to enter.
 - (b) If the presence of a person so admitted is considered by an official of the Club to be detrimental to the Club's interests or that the person is displaying a badge to which he is not entitled he may be requested to leave the Racecourse.
 - (c) Such person must surrender to the Membership or Security Officials or his appointees any badge, pass/

- ticket issued by the Club and will be issued with a receipt.
- (d) Members' Badges and Guest Badges, Duty and Complimentary Badges are not transferable in any circumstances and should not be used by any person other than to whom they are officially issued. Badges or tickets purchased for entry into the Public Enclosure are similarly not transferable once they have been used for that purpose.
- 4. No person is permitted to bring food onto the racecourse.
- 5. (a) It is forbidden to bring or use the following electronic equipment on the racecourse during race meetings.
 - (i) Portable telephone.
 - (ii) Radio capable of transmitting any sound or signal.
 - (iii) Any device capable of monitoring or recording telephone or radio signals.
 - Persons found acting in contravention of this Bye-law may be summarily evicted from the race track in addition to any action provided under the laws and regulations of Macau such as prosecution and confiscation of equipment.
 - (b) If otherwise is not stated under the laws and regulations of Macau, radio, receivers and cassette/ compact disc players may be used provided they are equipped with an earphone. Cameras may also be brought to the racecourse provided care is taken to ensure that horses are not frightened by flash light and video filming is not intended for any commercial purpose.

Postponement or Cancellation of Race Meetings

6. In the event of the postponement or cancellation of a race meeting, the price charged for Members' Guest Badges and

passes/ tickets purchased for entry into the Public Enclosure may be refunded upon presentation of the badges/ tickets/ passes at a time and place to be decided by the Club management. Alternatively the Board of Directors of the Club may permit Badges/tickets/passes to be re-used at a subsequent meeting.

Abandonment of Race Meetings

7. In the event of a meeting being abandoned after more than half of the races have been run, no refund of admission monies will be made. However, in the event of half, or less than half, of the races of the meeting have been run, the price charged for Members Guest Badges and passes/tickets purchased for entry into the Public Enclosure may be refunded at a time and place to be determined by Club management. Alternatively, the Directors of the Club may permit badges/passes/tickets to be re-used at a subsequent race meeting.

MACAU JOCKEY CLUB MEMBERS' CLUBHOUSE (HK) BYE-LAWS

GENERAL

Definitions

- 1. In these Bye-laws:
 - "Club" means Macau Jockey Club.
 - "Association" means Macau Jockey Club Members' (HK) Association Limited.
 - "Clubhouse" means the Clubhouse operated by the Association at such place as may be designated by the Club.
 - "Manager" means the Membership Manager.
 - "Member" means a member of the club, who is eligible to use the Clubhouse facilities in accordance with Bye-laws (2) below.
 - "Guest" is defined herein as any person other than a Member's spouse and Member's children under the age of 18.
 - Words importing the singular number include the plural number and words importing the plural number include the singular, and words importing the masculine gender include the feminine gender.

Use of Clubhouse Facilities

2. (a) Directors, Honorary Directors, Honorary, Premier, Full, Corporate, Clubhouse, Clubhouse Corporate, Staff Members and members of their immediate families possessing valid supplementary cards are eligible to use the Clubhouse facilities.

(b) For the purpose of these rules a Member's immediate family is considered to be the member's wife (or husband) and unmarried children under the age of 18. Members are required to register with the Membership Manager all dependants they wish to be permitted to use the Clubhouse facilities. The Club reserves the right to request proof of age of identity.

Guests

- 3. Members may introduce guests at any time subject to the following conditions /restrictions:
 - (a) Guests must be accompanied by their hosts at all times.
 - (b) Members will be held responsible for the conduct of their guest and must ensure that they abide by the Clubhouse Bye-laws whilst on the premises of the Clubhouse.
 - (c) Members will be held entirely responsible for all charges incurred by their guests.

Membership Cards

- 4. Subject to (2) above, membership cards issued by Macau Jockey Club are valid. Members will be held fully responsible for the chits signed by their spouses and dependents.
- 5. Membership cards may only be used by persons whose names appear on the cards and are not transferable under any circumstances. In the event of misuse, card will be retained and disciplinary action may be taken against the Member concerned.

Accounts

- 6. (a) The "Accounts of Members" Bye-Laws shall apply.
 - (b) The credit limit of Members shall be subject to such limit as may be specified by the Club from time to time. If the amount is exceeded, Members are required to settle their bills by personal credit card.

Association's and Club's Liability

- 7. (a) The Association and the Club will be under no liability or responsibility for any accident or injury to any Member, their families or guests, whether or not such accident or injury is caused by the negligence of the Association, the club, their staff, or any other person.
 - (b) The Association and the Club will not accept any responsibility for the loss or theft of, or damage to, any property or valuables of any Member, their families, guests, or visitors on any part of the Clubhouse.
 - (c) No responsibility shall be accepted for any valuables entrusted to care of any Association or Club employee.
 - (d) Any article found on the Clubhouse premises will be stored for a period of three months and if unclaimed after the expiry of this period, it may be disposed of in such manner as the Manager may decide.
- 8. Omitted
- 9. Subject to (2) above, all outlets of the Clubhouse are opened to Members, their dependents and guest during opening hours.

Charges

10. All charges for use of services and facilities may be

changed from time to time at the discretion of the Board of Directors.

Restrictions

- 11. (a) Shouting and finger-guessing are not allowed in the Clubhouse.
 - (b) No refreshment or food of any kind may be brought for consumption inside the Clubhouse unless sanctioned by the Manager.

Corkage

12. Notwithstanding approval by the Manager pursuant to (11) (b) above, corkage may be charged on all wines, spirits or other drinks brought in for consumption.

Reservation

13. The Manager has the right to reserve part or all of the Clubhouse for special use.

Private Parties

- 14. (a) Arrangements may be made to reserve accommodation for private parties in the Clubhouse premises on a first-come-first-serve basis.
 - (b) With the written permission of the Manager, arrangements may be made for the accommodation reserved to remain open during the time other than the normal opening hours.
 - (c) When accommodation reserved for Members' private parties exceeds normal opening hours, an extra charge will be levied

- (d) Subject to (11)(b) above, no food or drink may be brought by Members, their spouses, children or guest to the Clubhouse premises for consumption.
- (e) Notice to cancel a booking by Members must be made to the Manager at least 48 hours in advance. Failure to make such cancellation in time may result in a charge to the Member's account. Such charges are subject to the Manager's discretion as deemed appropriate.

Conduct of Members, their families and guests

15. Whilst on Clubhouse premises, Members are required to observe all the rules as provided for the purpose. They are also held responsible for the behavior of their family members and guests. Any member not complying with these Bye-laws may be reported to the Manager. If in the opinion of the Board of Directors any such infringement is considered detrimental to the interests of the Association or the Club, disciplinary action may be initiated against the Member concerned under the Disciplinary Proceedings Bye-laws and the Articles of Association of the Club.

Identification

16. Members and their immediate families are required to produce their Membership Cards to the management on request when using the facilities of the Clubhouse.

Dress

17. The Management of the Club reserves the right to refuse admission of any person who is inappropriately dressed.

Association and Club Property

- 18. (a) No Member nor their families and guests shall remove from the Clubhouse premises any article belonging to the Association or the Club.
 - (b) Members will be required to meet the costs of making good any damage caused by themselves, their families or their guests to the Clubhouse premises or property whether willful or accidental.

Children

19. Whilst on Clubhouse premises, a child under the age of 14 must be supervised by a Member, his wife (or husband) who shall be responsible for the child's behaviour so that no annoyance or inconvenience is caused to other Members.

Gambling

20. Illegal gambling is strictly prohibited in the premises of the Clubhouse.

Complaints and Suggestions

21. If a Member has grounds for complaint about any fellow Member or the Association or Club employee or wishes to suggest improvement to Members facilities, he should refer the matter verbally or in writing to the Manager.

Relationship with Association and Club Employees

22. Members should refrain from reprimanding any Association or Club employee for alleged misconduct, inefficiency or

any other matter, and refer the matter to the Manager.

Pets

23. No pets of any description will be allowed on the Clubhouse premises at any time.

Radios and Musical Instruments

24. The use of musical instruments, radios, etc. is strictly forbidden in any part of the Clubhouse premises. Pocket radios however may be used with an earphone.

Noise and Disturbances

25. Members, their spouses, children and/or guests shall refrain from causing any noise, uproar or disturbances or improper conduct detrimental to the interest of the Clubhouse; failing which such Members, their spouses, children and/or guests may be subject to removal from the Clubhouse premises.

Advertisement

26. No distribution of any advertising materials is permitted in the Clubhouse premises without the prior consent in writing of the Club

Smoking

27. Smoking is strictly prohibited in the premises of the Clubhouse.

MACAU JOCKEY CLUB MEMBERS' CLUBHOUSE (MACAU) BYE-LAWS

GENERAL

Definitions

- 1. In these rules:
 - "Club" means Macau Jockey Club.
 - "Clubhouse" includes Clubhouse under the control of the Club at the Taipa Racecourse Complex in Macau or such other place as may be designated by the Club.
 - "Manager" means the Membership Manager.
 - "Member" means a member of the Club, who is eligible to use the Clubhouse facilities in accordance with Bye-law (2) below.
 - "Guest" is defined herein as any person other than a Member's spouse and Members' children under the age of 18.
 - Words importing the singular number include the plural number and words importing the plural number include the singular, and words importing the masculine gender include the feminine gender.

Use of Clubhouse Facilities

2. (a) Director, Honorary, Honorary Director, Premier, Full, Corporate, Recreation, Recreation Corporate and Staff Members and members of their immediate families possessing valid supplementary cards are eligible to use the Clubhouse facilities during its opening hours. Racing Members can only use the dining facilities of

- the Clubhouse during its opening hours.
- (b) For the purpose of these rules a Member's immediate family is considered to be the Member's wife (or husband) and unmarried children under the age of 18. Members are required to register with the Membership Manager all dependants they wish to be permitted to use the Clubhouse facilities. The Club reserves the right to request proof of age or identity.
- 3. Members may introduce guests at any time subject to the following conditions/ restrictions:
 - (a) Guests must be accompanied by their hosts at all times.
 - (b) Members will be held responsible for the conduct of their guests whilst on the premises of the Clubhouse.
 - (c) Members will be held entirely responsible for all charges incurred by their guests.

Membership Cards

- 4. Subject to (2) above, Membership cards issued by the Club are valid; Members will be held fully responsible for the chits signed by their spouses and dependents.
- 5. Membership cards may only be used by the persons whose names appear on the cards and are not transferable under any circumstances. In the event of misuse, cards will be retained and disciplinary action may be taken against the Member concerned. No cash transactions, will be permitted and all goods and services will be accounted for through the signing of chits.

Accounts

- 6. (a) The "Accounts of Members" Bye-Laws shall apply.
 - (b) The credit limit of Members' expenses on food and

drinks shall be subject to such limit as may be specified by the Club from time to time. If the amount is exceeded, Members are required to settle their bills by personal credit card.

Club's Liability.

- 7. (a) The Club will be under no liability or responsibility for any accident or injury to any Member, their families or guests, whether or not such accident or injury is caused by the negligence of the Club, its staff, or any other person.
 - (b) The Club will not accept any responsibility for the loss or theft of, or damage to, any property or valuables of any Member, their families, guests, or visitors on any part of the Clubhouse.
 - (c) No responsibility shall be accepted for any valuables entrusted to the care of any club employee.
 - (d) Any article found on the Clubhouse will be stored for a period of three months and if unclaimed after the expiry of this period, it may be disposed of in such manner as Membership Manager may decide.

Parking

- 8. (a) The Club provides car park permits so Members on application to the Membership Manager. Such permit authorises the Member to park his car on racedays at designated places as the Club sees fit.
 - (b) Members' cars may at their own risks and responsibilities be parked at the car park as designated by the Club. Neither the Club nor staff members of the Club will be responsible for any damage or loss arising under any

circumstances.

Clubhouse Facilities Available to Members

9. Subject to (2) above, all outlets of the Clubhouse are opened to Members, their dependents and guest during opening hour.

Charges

10. All charges for food and drink and use of Clubhouse facilities may be changed from time to time at the discretion of the Board of Directors.

Restrictions

- 11. (a) Shouting and finger, guessing are not allowed in all restaurant outlets or elsewhere within Clubhouse premises.
 - (b) No refreshment or food of any kind may be brought for consumption at all restaurant outlets unless sanctioned by the Membership Manager.

Corkage

12. Corkage will be charged on all wines, spirits or other drink brought in for consumption.

Reservation

13. The Membership Manager has the right to reserve part or all of the restaurant outlets or function rooms or boxes for special use.

Private Parties

- 14. (a) Arrangements may be made to reserve accommodation for private parties in the restaurant outlets.
 - (b) With the written permission of the Manager, arrangements may be made for the accommodation reserved to remain open during the time other than the normal opening hours.
 - (c) When accommodation reserved for Members' private parties exceeds normal Clubhouse hours, an extra charge will be levied.
 - (d) No food or drink may be brought by Members, their spouses, children or guests to the Clubhouse premises for consumption.
 - (e) Notice to cancel a booking by Members must be made to the Manager at least 48 hours in advance. Failure to make such cancellation in time may result in a charge to the Member's account subject to the Membership Manager's discretion.

Conduct of Members, their families and guests

15. Whilst on Clubhouse premises, Members are required to observe all the rules as provided for the Club facilities. They are also held responsible for the behaviour of their family members and guests. Any Member not complying with these Bye-laws may be reported to the Membership Manager. If in the opinion of the Board of Directors any such infringement is considered detrimental to the interests of the Club, disciplinary action may be initiated against the Member concerned under the Disciplinary Proceedings Bye-laws and Articles of Association of the Club.

Identification

16. Members and their immediate families are required to produce their Membership Cards to the Management on request when using the facilities of the Clubhouse.

Dress

17. The Management of the Club reserves the right to refuse admission of any person who is inappropriately dressed.

Club property

- 18 (a) No Member nor their families and guests shall remove from the Club premises any article belonging to the Club.
 - (b) Members will be required to meet the costs of making good any damage caused by themselves, their families or their guests to the Club premises or property whether wilful or accidental.

Children

19. Whilst on Club premises, a child under the age 14 must be supervised by a Member, his wife (or husband) who shall be responsible for the child's behaviour so that no annoyance or inconvenience is caused to other Members.

Gambling

20. Illegal gambling is strictly prohibited on the premises of the Clubhouse.

Complaints and Suggestions

21. If a Member has grounds for complaint about any fellow Member or Club employee or wishes to suggest improvement to Member's facilities, he should refer the matter verbally or in writing to the Membership Manager.

Relationship with Club Employee

22. Members should refrain from reprimanding any Club employee for alleged misconduct, inefficiency or any other matter, and refer the matter to the Membership Manager.

Pets

23. No pets of any description will be allowed on the Clubhouse at any time.

Radios and Musical Instruments

24. The use of musical instruments, radios, etc. is strictly forbidden in any part of the Clubhouse. Pocket radios however may be used with an earphone

Noise and Disturbances

25. Members, their spouses, children and/or guests shall refrain from causing any noise, uproar or disturbances or improper conduct detrimental to the interest of the Clubhouse; failing which such Members, their spouses, children and/or guests may be subject to removal from the Clubhouse premises.

Advertisement

26. No distribution of any advertising materials is permitted in the Clubhouse without the prior consent in writing of the Club.

These Bye-Laws and the Articles of Association may be amended or supplemented from time to time, and shall be binding on all Members as amended and supplemented. In the event of inconsistency between the English and Chinese version, the Chinese version shall prevail.

^{*}In case of any dispute, Macau Jockey Club reserves the right of final decision.