

Please return the signed form to Racing Registry by mail, fax or e-mail

Date / 日期.....

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The Hong Kong Jockey Club  
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傳真號碼：(852) 28810019 / 28950507  
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## CHANGE OF OWNERSHIP 馬主權之轉讓

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

I/We 我/我等.....

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

1. I / We have absolute ownership in the horse and that no other person has any interest either present, future or contingent in the horse. 上述馬匹確實是我本人 / 我等同人所有物，無論在現時，將來，或因偶然突發事故，均不許別人對此馬匹，佔有任何利益。
- \*2. That I / We have on the 我/我等經於 .....(date/日期) sold 將該馬之 .....% share of the said horse to 股份售與.....
- \*3. That I / We have on the 我/我等經於 .....(date/日期) given 將該馬之 .....% share of the said horse to 股份贈予..... as a gift without any consideration. 作為一種贈品，並無收取任何酬金。

Any Member who is a staff member of the Hong Kong Jockey Club (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 is not allowed to own any shares in a horse registered with the Club.

任何身為香港賽馬會("馬會")職員之會員，或任何身為馬會職員直系親屬(包括但不限於父母、配偶及/或子女)之會員而馬會認為有關職位有可能導致利益抵觸，或任何受到其他任何相關限制，均不能持有任何在馬會登記馬匹的股份。

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

Witnessed 見證人

.....  
Name 姓名：

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

I/We are acquainted with and agree to observe and be bound by the Rules of Racing and Instructions, the Articles of Association, the Bye-laws and other rules of the Club.  
我/我等熟悉並同意遵守馬會之賽事條例及指示、公司章程、附例及其他規則。

I/We have read the extract of the Rules of Racing printed overleaf which I/we understand.  
背頁所刊之賽事規則節錄，我/我等經已詳閱，並已明瞭一切。

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

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

Witnessed 見證人

.....  
Name 姓名：

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

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

## Rules of Racing nos. 39, 40, 41, 80, 81.

39. (1) Only the following persons may be registered as owners: —
- (i) Eligible Members of the Club as specified in the Ownership Bye-laws and their spouse or children in accordance with Rule 39 (4) and Rule 39 (5).
  - (ii) Approved partnerships and syndicates formed by eligible persons as specified in the Ownership Bye-laws.
  - (iii) A body corporate approved by the Stewards of the Jockey Club.
  - (iv) Persons, members of partnerships or syndicates or body corporate registered as owners of any Recognised Racing Authority and invited to register as visiting owners by the Stewards of the Jockey Club.
- (2) The Stewards of the Jockey Club shall maintain a register of the names of owners.
- (3) Every horse shall race in the actual name of the owner as registered with the Club. The name of each sole owner or part-owner of a horse will be published as part of the racing information.
- (4) A sole owner may race a horse jointly with his or her spouse, who may or may not be a Member. However, in such case, the spouse shall not be entitled to any share of the horse and will not be treated as an owner or one of the partners.
- (5) A sole owner may race a horse jointly with his child or children who is or are Racing Club Members. However, in such case, the child or children shall not be entitled to any share of the horse and will not be treated as an owner or one of the partners.
- (6) The fee for registration for each horse payable by a sole owner, partnership or syndicate will be at such rate as determined by the Stewards of the Jockey Club from time to time.
40. (1) Ownership of a horse must be absolute in the sense it is not subject to any arrangement whereby a third party may have some continuing or future interest in the horse. Such arrangements or interests shall include, but are not limited to, credit or deferred payment arrangements, any interest in the prize money, leases, leaseback, options to repurchase or return of the horse back to the original owner or any third party when it retires from racing.
- (2) Notwithstanding Rule 40 (1), a horse may be purchased by the owner subject to contingencies. A contingency may include payment of additional money by the owner dependent upon future performance, or any breeding arrangement for a horse subsequent to its retirement from racing provided that such payment or arrangement shall not in any way affect absolute ownership of the horse as set out in Rule 40 (1) whilst registered with the Club and a declaration is made pursuant to Rule 40 (3).
- (3) Acquiring a horse by way of gift (which for the purpose of this Rule 40 means transfer of a horse without any purchase consideration, for nominal consideration or for discharge of any debt or obligation owed by the donor to the owner) is not allowed except when such horse is acquired directly from: —
- (i) an immediate family member(s) (including a parent, spouse, child, sibling, grandparent or grandchild of the owner, or a parent or sibling of the spouse of the owner); or
  - (ii) a vendor or agent as a replacement horse within a reasonable period of time from the retirement of the horse previously sold to the owner by the same vendor or agent.
- (4) An owner must on application for registration of the horse declare in a specified form, amongst other things, the following: —
- (i) Where a horse is acquired by way of gift, the owner must provide such information or document as required to satisfy the Club that the ownership of the horse is absolute pursuant to Rule 40(1).
  - (ii) Where a horse is purchased with contingencies, the existence and nature of such contingencies.
  - (iii) The identity of any agent involved in the purchase of the horse. For the purpose this Rule 40, agent means any consignor, bloodstock agent, racing or stud manager or any other person or entity who advises and/or represents a principal in the sale or purchase of bloodstock, whether or not such agent is paid by way of retainer, commission or other forms of remuneration or as part of on-going or future financial arrangements. The owner shall use his best endeavours to procure the agent to complete a declaration of interest form and return the completed form with the application for registration of the horse.
- (5) An owner may transfer up to 50% of his or her interest in a horse to his or her spouse or children, who must be an eligible Member as specified in the Ownership Bye-laws, subject to payment of the applicable registration fee in accordance with the Rules. In the case of a partnership, the transfer is subject to Rule 41 (2) and the number of partners shall not exceed four (4) as a result of the transfer.
- (6) The leasing of horses registered with the Club is prohibited.
- (7) An owner shall provide such information or documents as requested by the Club from time to time in relation to the purchase or the acquisition or otherwise the ownership of his or her horse.
- (8) The Stewards of the Jockey Club may refuse registration of any horse which is subject to contingencies or acquired by the owner by way of gift without providing any reason.
41. (1) Where a horse is owned by a partnership (which shall comprise not more than four persons who must be an eligible Member as specified in the Ownership Bye-laws), the name and address of every person having an interest in such horse and the relative proportions of such interest must be declared in specified form and signed by all the partners or their Authorised Agent.
- (2) All members of a partnership shall be jointly and severally liable for any entrance money, stake, forfeit or any other liability in respect of the horse. No partner shall assign his share or any part thereof in a horse without the consent of all other partners.
80. When a horse is sold with its engagements or any part of them the seller cannot strike the horse out of any of such engagements.
81. (1) In case of changes of ownership the engagements can only be transferred by the written acknowledgement of both parties or their Authorised Agents that the horse was transferred with engagements together with details of the engagements transferred, which must be lodged before the horse starts for such engagements. If only certain engagements are specified those only are sold with the horse.
- (2) If a horse starts for any race without such transfer having been lodged it shall on a protest/objection be disqualified unless it be proved to the satisfaction of the Stewards of the Jockey Club that the omission was accidental, in which case the persons responsible may be fined by the Stewards of the Jockey Club.