TASMANIAN RACE FIELD INFORMATION PUBLICATION

STANDARD CONDITIONS OF APPROVAL

COMMENCING 1 October 2019

1. Interpretations and Definitions

1.1 Interpretations

In these Conditions:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) an obligation or a liability assumed, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

(c) "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(d) a reference to a party includes that person's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

(e) a reference to a document (including these conditions) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(g) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;

(h) a reference to a party, clause, exhibit, schedule, attachment or annexure is a reference to a party, clause, exhibit, schedule, attachment or annexure to or of these conditions, and reference to these conditions includes any exhibit, schedule, attachment or annexure to them;

(i) if a word or phrase is given a defined meaning, any other part or speech or grammatical form of that word or phrase has a corresponding meaning;

(j) "**includes**" in any form is not a word of limitation; and

(k) a reference to "**$**" is to Australian currency.

1.2 Definitions

In these conditions:

"**Act**" means the *Racing Regulation and Integrity Act 2024* (Tas).

"**Approval Schedule**" means the document entitled "Approval Schedule" which is attached to these conditions.

"**Bet Backs Placed**" means a Betting Transaction which is made by the Relevant Approval Holder with a Relevant Wagering Operator on the "backers" side of a Betting Transaction:

(a) for the purpose of genuinely reducing or laying-off the Relevant Approval Holder's liability on a Betting Transaction which has already been accepted by the Relevant Approval Holder and on which the Relevant Approval Holder has taken risk on the "layers" side of the Betting Transaction;

(b) on the same contingency in relation to the Tasmanian Race as the Relevant Approval Holder has already accepted risk on the "layers" side of the Betting Transaction referred to in paragraph (a); and

(c) in respect of which the amount which the Relevant Approval Holder stands to win does not exceed the amount that the Relevant Approval Holder stands to lose on the same contingency on the "layers" side of the Betting Transaction referred to in paragraph (a),

but where the Betting Transaction constituting the Bet Backs Placed relates to a Multi-Jurisdiction/Multi-Leg Bet, the Bet Backs Placed will only include the Eligible Portion of a Multi-Jurisdiction/Multi-Leg Bet.

"**Bet Back Dividends**" means the aggregate amount of all dividends received or receivable on winning Bet Backs Placed made by the Relevant Approval Holder with Relevant Wagering Operators (including the aggregate of each Eligible Portion of a Winning Multi-Jurisdiction/Multi-Leg Bet received by the Relevant Approval Holder arising from Bet Backs Placed), but excluding rebates and commissions received by the Relevant Approval Holder in respect of those Bet Backs Placed. For the avoidance of doubt, Bet Back Dividends exclude Pooling Fees, taxes, product fees, payments made to racing industry bodies or other costs of the Relevant Approval Holder.

"**Bets Taken**" means the aggregate of all amounts paid or contracted to be paid by Customers to the Relevant Approval Holder under Betting Transactions. For the avoidance of doubt, Bets Taken:

(a) includes the amount of any bets which are made by another Wagering Operator to lay-off that Wagering Operator's liability on a fixed odds wager;

(b) includes EPMB;

(c) includes Free Bets;

(d) will be adjusted to reflect any adjustment of the face value of a bet to correct an operator error or a systems error;

(e) includes all amounts paid or contracted to be paid by Customers to the Relevant Approval Holder under Betting Transactions, regardless of whether those amounts are ultimately received by the Relevant Approval Holder; and

(f) excludes:

(i) all amounts paid to or credited to the Relevant Approval Holder by way of, in connection with, or by way of economic equivalence to commissions, rebates, discounts or incentives in relation to the Bets Taken;

(ii) the amount of any Pooling Fees;

(iii) the amount of any Seeding by the Relevant Approval Holder;

(iv) in the case of a Relevant Approval Holder which is a betting exchange, and for the avoidance of doubt, all amounts paid or contracted to be paid by Customers to the Relevant Approval Holder in respect of "lay side" Betting Transactions made or accepted by the Relevant Approval Holder through that betting exchange,

in each case during the Payment Period.

"**betting exchange**" has the same meaning as in the Act.

"**Betting Transaction**" means a contract between the Relevant Approval Holder and a Customer, by which a bet is placed by the Customer with, or placed and accepted through, the Relevant Approval Holder in relation to a Tasmanian Race (or a contingency related to a Tasmanian Race) the result of which has been declared during a Payment Period by the Office of Racing Integrity, the Entity that conducts that Tasmanian Race or Tasracing.

"**Business Day**" means a day on which the banks are open in Hobart, Tasmania.

"**Commencement Date**" means the date of commencement of the Race Field Information Publication Approval, set out in Item 3 of the Approval Schedule.

"**Consolidated Group**" means a group as defined by Australian Accounting Standard AASB 10 and any Australian Accounting Standard which subsequently replaces or supersedes it.

"**Customer**" means a customer of the Relevant Approval Holder, whether regular or *ad hoc*, who has entered into a Betting Transaction with the Relevant Approval Holder, including any person entering into a Betting Transaction on or through any betting exchange which the Relevant Approval Holder operates.

"**Director**" has the same meaning as in the Act.

"**Dividends Paid**" means the aggregate of all amounts paid, payable or credited to Customers by the Relevant Approval Holder in respect of winning bets under Betting Transactions. For the avoidance of doubt, Dividends Paid:

(a) includes EPWMB;

(b) excludes all amounts paid or credited to Customers in connection with, or by way of economic equivalence to, commissions, rebates, discounts or incentives;

(c) excludes the amount of any Seeding by the Relevant Approval Holder;

(d) excludes Pooling Fees, taxes, product fees, payments made to racing industry bodies or other costs of the Relevant Approval Holder; and

(e) in the case of a Relevant Approval Holder which is a betting exchange, and for the avoidance of doubt, excludes all amounts paid or credited to Customers by the Relevant Approval Holder in respect of "lay side" Betting Transactions made or accepted by the Relevant Approval Holder through that betting exchange.

"**Eligible Portion of a Multi-Jurisdiction/Multi-Leg Bet**" means, in relation to a Multi-Jurisdiction/Multi-Leg Bet, the amount calculated as follows:

The amount paid or contracted to be paid by a Customer under a Multi-Jurisdiction/Multi-Leg Bet $\times$ $^{TR}/_{AC}$, where:

TR means the number of contingencies within the Multi-Jurisdiction/Multi-Leg Bet that relate to Tasmanian Races

AC means the number of contingencies within the Multi-Jurisdiction/Multi-Leg Bet

"**Eligible Portion of a Winning Multi-Jurisdiction/Multi-Leg Bet**" means, in relation to a Multi-Jurisdiction/Multi-Leg Bet, the amount calculated as follows:

The amount paid, payable or credited to a Customer under a Multi-Jurisdiction/Multi-Leg Bet $\times$ $^{TR}/_{AC}$, where:

TR means the number of contingencies within the Multi-Jurisdiction/Multi-Leg Bet that relate to Tasmanian Races

AC means the number of contingencies within the Multi-Jurisdiction/Multi-Leg Bet

"**Entity**" means any body corporate, joint venture (whether incorporated or unincorporated), partnership, trust or individual.

"**EPMB**" means the aggregate of the Eligible Portion of a Multi-Jurisdiction/Multi-Leg Bet of all Multi-Jurisdiction/Multi-Leg Bets contracted by the Relevant Approval Holder.

"**EPWMB**" means the aggregate of the Eligible Portion of a Winning Multi-Jurisdiction/Multi-Leg Bet of all Winning Multi-Jurisdiction/Multi-Leg Bets paid or credited to a Customer by the Relevant Approval Holder.

"**Expiry Date**" means the date of expiry of the Race Field Information Publication Approval, set out in Item 4 of the Approval Schedule.

"**Free Bets**" means the excess between the nominal amount of any Betting Transaction between by the Relevant Approval Holder and the Customer and the amount paid or payable by the Customer for that Betting Transaction. This can apply to all or part of a Betting Transaction. For the avoidance of any doubt, bad and doubtful debts arising from the non-payment of Betting Transactions by a Customer do not constitute Free Bets. For example, if a Customer pays $100 to the Relevant Approval Holder and the nominal amount of the Customer's Betting Transaction with the Relevant Approval Holder is $150, the value of Free Bets is $50 resulting in the value of Bets Taken being at least $150.

"**Greyhound Betting Transactions**" means Betting Transactions in respect of greyhound Tasmanian Races.

"**Greyhound Net Revenue**" means Net Revenue from Greyhound Betting Transactions.

"**Greyhound Net Turnover**" means Net Turnover from Greyhound Betting Transactions.

"**GST**" means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply.

"**GST Act**" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"**GST Law**" has the same meaning as in the GST Act.

"**Harness Betting Transactions**" means Betting Transactions in respect of harness Tasmanian Races.

"**Harness Net Revenue**" means Net Revenue from Harness Betting Transactions.

"**Harness Net Turnover**" means Net Turnover from Harness Betting Transactions.

"**Integrity Conditions**" means the integrity conditions determined by the Director pursuant to section 7(2)(fd) of the Act.

"**Intellectual Property**" means any and all intellectual and industrial property rights and interests in Australia and throughout the world (whether registered or unregistered), whether subsisting now or in the future, including rights of any kind in or relating to:

(a) inventions, discoveries and novel designs, whether or not registered or registrable as patents, innovation patents (or any similar or analogous rights) or designs, including developments or improvements of equipment, technology, processes, methods or techniques;

(b) literary works (including compilations), artistic works and any other works and subject matter in which copyright (including future copyright and rights in the nature of or analogous to copyright) may, or may upon creation of the works and subject matter, subsist anywhere in the world;

(c) registered and unregistered trade marks and service marks, including goodwill in the business concerned in the relevant goods and/or services; and

(d) trade, business, company names or internet domain names,

(e) confidential information or other proprietary information, technical data, trade secrets and know how; and

(f) Internet domain names,

and includes:

(g) any thing, whether tangible or intangible, which incorporates, embodies or is based on; and

(h) the right to apply for a registration or other intellectual or industrial property or proprietary right in relation to,

any of the things referred to in paragraphs (a) to (f) inclusive of this definition.

"**Minimum Betting Limit**" has the meaning given in clause 6.1(a).

"**Multi-Jurisdiction/Multi-Leg Bet**" means a Betting Transaction where:

(a) the result of the Betting Transaction depends on the combined outcome of a number of events; and

(b) a Tasmanian Race is at least one of the events on which the outcome of the Betting Transaction depends.

"**Net Customer Winnings**" means, in relation to any Betting Transaction entered into by a Customer on or through a betting exchange conducted by a Relevant Approval Holder, the net amount payable to that Customer from all Betting Transactions on a Tasmanian Race before any commission or other fees or charges are deducted by the betting exchange, provided that if (in relation to a particular Tasmanian Race) the "Net Customer Winnings" of the Customer is a negative number, it will be deemed to be zero for that Tasmanian Race for that Customer.

"**Net Revenue**" means, in relation to each of Greyhound Betting Transactions, Harness Betting Transactions or Thoroughbred Betting Transactions:

(a) in relation to such Betting Transactions placed with or accepted by a Relevant Approval Holder other than through a betting exchange conducted by the Relevant Approval Holder:

  (i) the aggregate of Bets Taken less Bet Backs Placed; plus

  (ii) Bet Back Dividends; plus

  (iii) Settlement, where if an amount is received by the Relevant Approval Holder as a result of Settlement during a Payment Period it will be deemed positive and if an amount is paid by the Relevant Approval Holder as a result of Settlement during a Payment Period it will be deemed negative; less

  (iv) Dividends Paid; or

(b) in relation to such Betting Transactions placed or accepted through a betting exchange conducted by a Relevant Approval Holder, the commission or other fees or charges paid or payable by Customers to the Relevant Approval Holder.

"**Net Turnover**" means, in relation to each of Greyhound Betting Transactions, Harness Betting Transactions or Thoroughbred Betting Transactions:

(a) in relation to such Betting Transactions placed with or accepted by a Relevant Approval Holder other than through a betting exchange conducted by the Relevant Approval Holder, the aggregate of Bets Taken less Bet Backs Placed.

(b) in relation to such Betting Transactions placed or accepted through a betting exchange conducted by a Relevant Approval Holder, the aggregate of the Net Customer Winnings.

"**Payment Periods**" means each period referred to in clause 3.2.

"**Pooling Fees**" means any fees payable by or received by the Relevant Approval Holder from a Wagering Operator for or in connection with allocating Betting Transactions to a wagering pool.

"**Publicly Display**" means to publish, display or otherwise communicate information to the public generally, including on a website or other digital platform where a person is not required to log in to view or otherwise access that information.

"**Race Field Information Publication Approval**" has the same meaning as in the Act.

"**Relevant Approval Holder**" means the person or Entity identified in Item 1 of the Approval Schedule.

"**Relevant Approval Period**" means the duration of the Race Field Information Publication Approval as determined in accordance with clause 2.2.

"**Relevant Fixed Odds Bet**" means a fixed odds bet of the type described in clause 6.1(a).

"**Relevant Wagering Operator**" means a Tasmanian licensed Wagering Operator or a Wagering Operator in another jurisdiction (other than the Relevant Approval Holder) who holds an approval under section 54B of the Act.

"**Retail Outlet**" means a commercial or retail venue in which the Relevant Approval Holder is authorised under relevant laws to offer or accept bets, including agencies, hotels, pubs, clubs and racecourses.

"**Rules of Racing**" has the same meaning as in the Act.

"**Seeding**" means an amount allocated by the Relevant Approval Holder to a wagering pool for a specified bet type on a Tasmanian Race during a Payment Period which does not have any associated Betting Transactions and does not relate to a jackpot.

"**Settlement**" means all amounts received or paid by the Relevant Approval Holder to or from any person or Entity as part of a pooled wagering arrangement on a Tasmanian Race, where those payments are for the equalisation of dividends paid or payable among the Relevant Approval Holder and the other persons or Entities participating in the pooled wagering arrangement.

"**Special Conditions**" means the special conditions set out in Item 7 of the Approval Schedule, if any.

"**Tasmanian Race**" means a thoroughbred horse race, harness race or greyhound race:

(a) scheduled to be held; or

(b) held,

in the State of Tasmania under the Rules of Racing.

"**Tasmanian race field information**" has the same meaning as in the Act.

"**Tasracing**" has the same meaning as in the Act.

"**Thoroughbred Betting Transactions**" means Betting Transactions in respect of thoroughbred Tasmanian Races.

"**Thoroughbred Net Revenue**" means Net Revenue from Thoroughbred Betting Transactions.

"**Thoroughbred Net Turnover**" means Net Turnover from Thoroughbred Betting Transactions.

"**totalizator**" has the same meaning as in the Act (and for the avoidance of doubt excludes a system of betting that is not pari-mutuel, even if the odds offered are the same as or based on the odds offered under a pari-mutuel betting system in respect of the same Tasmanian Race).

"**Wagering Operator**" has the same meaning as in the Act.

2. Approval

2.1 Race Field Information Publication Approval

(a) In accordance with section 128(3) of the Act, Tasracing grants to the Relevant Approval Holder an approval to publish Tasmanian race field information:

(i) during the Relevant Approval Period; and

(ii) in the course of business, in Tasmania or elsewhere,

subject to, and on the terms set out in, these conditions, the Integrity Conditions and any Special Conditions.

(b) At any time Tasracing may, in its discretion, by notice in writing to the Relevant Approval Holder:

(i) vary any of these conditions or any Special Conditions, other than the fee conditions set out in clause 3 below; or

(ii) cancel the Race Field Information Publication Approval.

(c) A cancellation or variation of these conditions or any Special Conditions takes effect on the date specified in the written notice from Tasracing under clause 2.1(b).

(d) If Tasracing cancels or varies the Race Field Information Publication Approval, Tasracing must provide the Relevant Approval Holder with written reasons indicating why the approval was cancelled or varied, as the case may be.

(e) The expiration, cancellation or variation of the Race Field Information Publication Approval, these conditions or any Special Conditions does not prejudice any rights accrued to Tasracing prior to the expiration, cancellation or variation.

2.2 Relevant Approval Period

The Relevant Approval Period commences on the Commencement Date and ends on the Expiry Date, unless earlier cancelled or varied in accordance with these conditions.

3. Fees

3.1 Race Field Information Publication Fees

The Relevant Approval Holder must pay to Tasracing a race field information publication fee in relation to each Payment Period of an amount or amounts calculated as follows:

(a) if the aggregate of Greyhound Net Turnover, Harness Net Turnover and Thoroughbred Net Turnover of the Relevant Approval Holder in respect of that Payment Period exceeds $83,333:

(i) an amount equal to the aggregate of the following amount or amounts as applicable in respect of Greyhound Betting Transactions, Harness Betting Transactions and Thoroughbred Betting Transactions (for the avoidance of doubt, such amount or amounts to be calculated for each of the codes of Tasmanian Races separately):

(A) for totalizator Betting Transactions, an amount equal to the aggregate of:

1) 2.0% of that Greyhound Net Turnover, Harness Net Turnover or Thoroughbred Net Turnover (as applicable) from such Betting Transactions; and

2) in respect of thoroughbred Tasmanian Races conducted during January and February in each year, an additional 0.5% of the Relevant Approval Holder's Thoroughbred Net Turnover during the Payment Period from such Betting Transactions in respect of those Tasmanian Races;

(B) for betting exchange Betting Transactions, an amount equal to 1.0% of that Greyhound Net Turnover, Harness Net Turnover or Thoroughbred Net Turnover (as applicable) from such Betting Transactions; and

(C) for Betting Transactions other than totalizator or betting exchange Betting Transactions, an amount equal to the greater of:

1) 2.0% of that Greyhound Net Turnover, Harness Net Turnover or Thoroughbred Net Turnover (as applicable) from such Betting Transactions; and

2) the aggregate of:

a) 20% of the Greyhound Net Revenue, Harness Net Revenue or Thoroughbred Net Revenue (as applicable) of the Relevant Approval Holder during the Payment Period from such Betting Transactions; plus

b) in respect of thoroughbred Tasmanian Races conducted during January and February in each year, an additional 5% of the Relevant Approval Holder's Thoroughbred Net Revenue during the Payment Period from such Betting Transactions in respect of those Tasmanian Races;

less

(ii) subject to clause 3.3(d), if the total aggregate of the amounts calculated in accordance with any of clauses 3.1(a)(i)(A), 3.1(a)(i)(B) and 3.1(a)(i)(C) in respect of Greyhound Betting Transactions, Harness Betting Transactions and Thoroughbred Betting Transactions exceeds $100,000 during the Payment Period, 5% of the amount by which the amount calculated exceeds $100,000 in the Payment Period; or

(b) if the aggregate of Greyhound Net Turnover, Harness Net Turnover and Thoroughbred Net Turnover of the Relevant Approval Holder in respect of the Payment Period does not exceed $83,333, nil.

All amounts in this clause 3.1 are exclusive of GST.

3.2 Payment Period

The Payment Periods which will apply in respect of the race field information publication fees referred to in clause 3.1 are set out in Item 6 of the Approval Schedule.

3.3 Payment Method and Provision of Financial Information

(a) Within 5 business days after the end of each Payment Period, the Relevant Approval Holder must complete the "Race Field Fee Return" form approved by Tasracing in relation to that Payment Period and provide the completed form to Tasracing together with any supporting information Tasracing may require.

(b) Within 12 days after the end of each Payment Period, the Relevant Approval Holder must pay to Tasracing the total of the amount or amounts calculated in accordance with clause 3.1.

(c) A single “Race Field Fee Return” may be provided to Tasracing for a Payment Period by Approval Holders that are part of a Consolidated Group (setting out the amount or amounts calculated in accordance with clause 3.1 for each of them individually). Notwithstanding the provision of a single "Race Field Fee Return"

for multiple Approval Holders that are part of the same Consolidated Group, each of those Approval Holders will remain liable to satisfy all obligations imposed on it by these Conditions (other than completing and providing a "Race Field Fee Return" for that Payment Period). For the avoidance of doubt, subject to clause 3.3(d), if a single "Race Field Fee Return" is provided for multiple Approval Holders that are part of the same Consolidated Group, the amounts calculated for each of those Approval Holders in accordance with clause 3.1 must still be calculated for each Approval Holder individually.

(d) If a single "Race Field Fee Return" is provided for multiple Approval Holders that are part of the same Consolidated Group as referred to in clause 3.3(c), the amounts calculated for each of those Approval Holders in accordance with any of clauses 3.1(a)(i)(A), 3.1(a)(i)(B) and 3.1(a)(i)(C) may be aggregated by all the Approval Holders within the Consolidated Group for the purposes of clause 3.1(a)(ii). If such aggregation is made, the deduction referred to in clause 3.1(a)(ii) will be applied once for the Consolidated Group as whole in respect of the aggregated amount and not in respect of each Approval Holder individually.

3.4 Interest

(a) The Relevant Approval Holder must pay Tasracing interest calculated on the current Reserve Bank of Australia's cash target rate plus 3% for any amounts not received by Tasracing by the due date for payment.

(b) Interest payable under these conditions:

(i) accrues from day to day on the basis of a 365 day year from and including the due date for payment to the actual date of payment;

(ii) accrues before and, as an additional obligation, after any judgment, decree or order into which the liability to pay any amount under these conditions becomes merged; and

(iii) may be capitalised by Tasracing at monthly intervals.

3.5 Provision of Information

(a) The Relevant Approval Holder must maintain all accounts and records (including financial records and wagering records) as may reasonably be required to enable Tasracing to review, monitor or verify compliance with these conditions and all amounts payable to Tasracing in accordance with clause 3.1.

(b) The Relevant Approval Holder must:

(i) provide Tasracing with full access to any accounts and records referred to in clause 3.5(a) at such times and locations as reasonably requested by Tasracing; and

(ii) allow Tasracing to take copies of any accounts and records referred to in clause 3.5(a).

3.6 Audit

(a) Tasracing will have the right to require that any accounts and records referred to in clause 3.5(a) be audited by a representative nominated by Tasracing to verify or confirm amounts payable to Tasracing in accordance with these conditions.

(b) Tasracing must give written notice to the Relevant Approval Holder that it requires an audit under this clause 3.6.

(c) The Relevant Approval Holder must provide a representative nominated by Tasracing under this clause 3.6 with:

(i) full access to any accounts and records referred to in clause 3.5(a) and any other documents in the Relevant Approval Holder 's power, possession or control and allow the representative to take copies of those accounts, records or documents for the purpose of the audit;

(ii) access to the Relevant Approval Holder's premises; and

(iii) such other assistance, including making staff available to provide information, explanations or answers to questions, as the representative may request for the purpose of an audit under this clause 3.6. For the avoidance of doubt, the fact that information may be commercially confidential is not a basis for declining to provide that information to a representative nominated by Tasracing under this clause 3.6.

(d) Within 14 days of Tasracing receiving the final written report in respect of an audit conducted under this clause 3.6, Tasracing must notify the Relevant Approval Holder in writing whether the audit identified any increase in the amounts payable to Tasracing in accordance with these conditions compared to the amounts which the Relevant Approval Holder has previously notified Tasracing that the Relevant Approval Holder calculates as being the amount payable.

(e) The Relevant Approval Holder must reimburse Tasracing for all costs and expenses of an audit under this clause 3.6 if, following that audit, the amount payable to Tasracing in accordance with these conditions is found to be greater than the amounts which the Relevant Approval Holder has previously notified Tasracing that the Relevant Approval Holder calculates as being the amount payable.

3.7 Losses

For the avoidance of doubt, any losses incurred by the Relevant Approval Holder:

(a) in relation to any Payment Period may not be carried forward, and cannot be taken into account, in calculating the race field information publication fee payable by the Relevant Approval Holder in relation to any future Payment Period; and

(b) in relation to the Relevant Approval Period may not be carried forward, and cannot be taken into account, in calculating the race field information publication fee payable by the Relevant Approval Holder in relation to any future Approval Period.

4. Relevant Approval Holder's Obligations

4.1 Relevant Approval Holder's Obligations

The Relevant Approval Holder must promptly disclose to Tasracing any change in circumstances relating to matters that were advised by it to Tasracing in its application for the Race Field Information Publication Approval.

5. Integrity Conditions

The Relevant Approval Holder must comply with the Integrity Conditions.

6. Minimum Betting Limit

6.1 Minimum Betting Limit

(a) Subject to clause 6.2, for the duration of the Relevant Approval Period, the Relevant Approval Holder must accept any fixed odds bets of the type specified in the table below at odds that are Publicly Displayed by the Relevant Approval Holder for any thoroughbred Tasmanian Race up to the maximum amount for the Relevant Approval Holder to lose as specified in the table below (**Minimum Betting Limit**).

Race type	**Bet type**	**Amount to Lose (Minimum Betting Limit)**
Any thoroughbred Tasmanian Race	Fixed odds Win Only	$1,000
Any thoroughbred Tasmanian Race	Fixed odds Place Only	$400

(b) The Relevant Approval Holder must not do any act or refuse to do any act to avoid complying with clause 6.1(a), including:

(i) closing a person's account;

(ii) refusing to open an account;

(iii) placing any restrictions on a person's account in relation to betting on thoroughbred Tasmanian Races;

(iv) refusing to lay fixed odds to any person when those fixed odds are Publicly Displayed; or

(v) laying lesser odds to a person than those Publicly Displayed.

6.2 Exclusions

The Relevant Approval Holder is not required to comply with clauses 6.1(a) and 6.1(b) if:

(a) the Relevant Fixed Odds Bet is placed on or through any betting exchange;

(b) the Relevant Fixed Odds Bet is a promotional bet such as a free bet or bonus bet (whether in part or in whole);

(c) the Relevant Fixed Odds Bet is part of a multi-bet;

(d) the person placing the Relevant Fixed Odds Bet has not provided the Relevant Approval Holder with sufficient funds to pay for the Relevant Fixed Odds Bet;

(e) the Relevant Fixed Odds Bet is placed prior to 9am (Tasmanian time) on the day of the thoroughbred Tasmanian Race, or prior to 2pm (Tasmanian time) on the day of the thoroughbred Tasmanian Race for a race meeting commencing after 5pm;

(f) the Relevant Fixed Odds Bet is placed in a Retail Outlet;

(g) the Relevant Approval Holder has already accepted from a person (or any other person as their agent) a Relevant Fixed Odds Bet (or a number of Relevant Fixed Odds Bets) on a horse in a thoroughbred Tasmanian Race up to the Minimum Betting Limit, and that person (or any other person as their agent) seeks to again place a Relevant Fixed Odds Bet on the same horse in the same race;

(h) the Relevant Approval Holder's Publicly Displayed price has changed prior to a Relevant Fixed Odds Bet being confirmed, in which case the Relevant Approval Holder is not compelled to accept the Relevant Fixed Odds Bet at the pre-changed price (however, subject to the remainder of this clause 6.2, the Relevant Approval Holder is obliged to accept the Relevant Fixed Odds Bet up to the Minimum Betting Limit at the new price);

(i) the Relevant Approval Holder reasonably believes that the person placing the Relevant Fixed Odds Bet is acting as agent or nominee for another person (whether as a commission agent or otherwise) and will not be beneficially entitled to the whole of the proceeds of the Relevant Fixed Odds Bet;

(j) the Relevant Approval Holder reasonably believes that the Relevant Fixed Odds Bet is being placed by or on behalf of a Wagering Operator which holds a licence or authority that relates to wagering under the laws of a State or Territory of Australia;

(k) the Relevant Approval Holder refuses to accept a Relevant Fixed Odds Bet due to:

  (i) the person placing the bet being warned off or disqualified;

  (ii) the person placing the bet having previously engaged in fraudulent activity;

  (iii) the person placing the bet having previously breached a material condition of the person's agreement with the Relevant Approval Holder, unless the dominant purpose of such condition is to avoid complying

with clause 6.1(a) or such condition is assessed by Tasracing to be an unreasonable condition;

(iv) the Relevant Approval Holder being unable to accept the Relevant Fixed Odds Bet from the person placing the bet under any applicable law, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* and any responsible gambling legislation;

(v) any other reason that in Tasracing's opinion raises series integrity concerns;

(vi) any other reason that the Relevant Approval Holder is not required to comply with clause 6.1(a) as published by Tasracing on its website from time to time.

7. General

7.1 Notices

(a) Any notice or other communication in relation to matters provided for in these conditions:

(i) must be in legible writing and in English:

(ii) addressed as shown below:

(A) if to the Relevant Approval Holder, at the address set out in the Item 2 of the Approval Schedule or such other address as the Relevant Approval Holder may nominate in writing to Tasracing provided that the other address includes a postal address, an office address and an e-mail address to be used for notices to the Relevant Approval Holder;

(B) if to Tasracing:

1) in relation to any matter provided for in the Integrity Conditions:

Attn: Chief Racing Integrity Officer
Tasracing Pty Ltd
Post: PO Box 1329, Launceston, Tasmania, 7250
Email: operations@tasracingintegrity.com.au
Phone (03) 6777 1900

and

Attn: Racefields Administration
Tasracing Pty Ltd
Post: PO Box 730, Glenorchy, Tasmania, 7010
Email: racefields@tasracing.com.au
Phone: (03) 6212 9333

2) in relation to all other matters:

Attn: Racefields Administration
Tasracing Pty Ltd
Post: PO Box 730, Glenorchy, Tasmania, 7010
Email: racefields@tasracing.com.au
Phone: 03 6212 9333;

(iii) is regarded as being given by the sender and received by the addressee:

(A) if by delivery in person, when delivered to the addressee;

(B) if by e-mail, on delivery to the addressee; or

(C) if by post, on delivery to the addressee; or

(D) if by facsimile transmission, whether or not legibly received, when legibly received by the addressee, but if the delivery or receipt is on a day which is not a Business Day or is after 5pm (addressee's time) it is regarded as received at 9am on the following Business Day; and

(iv) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

(b) A facsimile transmission is regarded as legibly received unless the addressee telephones the sender within 2 hours after transmission is received or regarded as received under clause 6.1(a)(iii) and informs the sender that it is not legible.

7.2 Governing law

These conditions, any Special Conditions, the Integrity Conditions and the Race Field Information Publication Approval are governed by, and must be construed in accordance with, the laws of Tasmania.

7.3 Prohibition and enforceability

(a) Any provision of, or the application of any provision of, these conditions or any right, power, authority, discretion or remedy which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

(b) Any provision of, or the application of any provision of, these conditions which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

7.4 Waiver

(a) Waiver of any right under these conditions or arising from a breach of these conditions or of any right, power, authority, discretion or remedy under these

conditions or arising upon default under these conditions must be in writing and signed by the party granting the waiver.

(b) A failure or delay in exercise, or partial exercise, of:

(i) a right under these conditions or arising from a breach of these conditions; or

(ii) a right, power, authority, discretion or remedy under these conditions or created or arising upon default under these conditions,

does not result in a waiver of that right, power, authority, discretion or remedy.

(c) The Relevant Approval Holder is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy of Tasracing arising under these conditions or from a breach of these conditions or on a default under these conditions as constituting a waiver of that right, power, authority, discretion or remedy.

(d) The Relevant Approval Holder may not rely on any conduct of Tasracing as a defence to exercise of a right, power, authority, discretion or remedy by that other party.

7.5 Survival

Without limiting the survival of any other clauses which would be construed as surviving the expiration or cancellation of the Race Field Information Publication Approval:

(a) the rights of Tasracing to receive amounts payable to it under these conditions; and

(b) the rights of Tasracing and the obligations of the Relevant Approval Holder under clauses 3.1, 3.3, 3.4, 3.5, 3.6 and 3.7 and this clause 7.5,

survive the expiration or cancellation of the Race Field Information Publication Approval.

7.6 Relationship between parties

(a) The Relevant Approval Holder does not have (and nothing in these conditions confers) any authority to bind Tasracing or to enter into any agreement or commitment for or on behalf of Tasracing or to incur any liability or obligation on behalf of Tasracing. These conditions do not create a relationship of employer and employee, principal and agent, partnership or joint venture between the Relevant Approval Holder and Tasracing.

(b) During the Relevant Approval Period, Tasracing will not require the Relevant Approval Holder to enter into a separate copyright licence or pay a separate copyright licence fee to the extent that the Relevant Approval Holder publishes Tasmanian race field information for the purpose and within the scope permitted by these conditions.

(c) The Race Field Information Publication Approval is personal to the Relevant Approval Holder and may not be assigned, sub-licensed or delegated and the

Relevant Approval Holder may not authorize any other person to publish Tasmanian race field information.

(d) For the avoidance of doubt, none of the granting of the Race Field Information Publication Approval, these conditions or the Special Conditions confer on the Relevant Approval Holder any right, title, interest or licence in relation to any Intellectual Property in any Tasmanian race field information, any other racing information or any wagering information (including the Australian Prices Network).