

# TERMS AND CONDITIONS OF SLOT HOLDER AGREEMENT

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## 1. DEFINITIONS & INTERPRETATION

### 1.1 Definitions

In this document:

<b>Applicant</b>	means the person or persons making the Application.
<b>Application</b>	has the meaning given to it in clause 2.2.
<b>Approved Form</b>	means the form published by the Slot Licensor on its website – <a href="https://www.racingqueensland.com.au/industry/harness/ladbroke-protostar">https://www.racingqueensland.com.au/industry/harness/ladbroke-protostar</a>
<b>Authorised Representative or Manager</b>	means the person identified in the Cover Page as Authorised Representative or Manager of the Slot Licensee, who is deemed to have the legal capacity to bind the Slot Licensee.
<b>Bankruptcy Act</b>	means the <i>Bankruptcy Act 1966</i> (Cth).
<b>Business Day</b>	means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.
<b>Confidential Information</b>	means all information provided by the Slot Licensor, including: (a) trade secrets, confidential know-how, market research and strategies, sponsor and financial information relating to that party or a related body corporate (as that term is defined in the Corporations Act) from time to time; (b) information the Slot Licensee becomes aware, both before and after the date this Slot Holder Agreement is executed.
<b>Corporations Act</b>	means the <i>Corporations Act 2001</i> (Cth).
<b>Eligibility Requirements</b>	means the requirements contained in clause 2.2, 2.3 and 3.2 of this Slot Holder Agreement.
<b>Eligible Applicant</b>	means an Applicant who has satisfied all pre-conditions to entry, including providing satisfactory evidence of their identity as per clause 12.1(b), passing a criminal history check and is generally considered suitable in the sole discretion of the Slot Licensor.
<b>Eligible Horse</b>	means a 2YO standardbred registered in accordance with the Rules Of Racing.
<b>Event</b>	means the harness racing event as described in Clause 3.
<b>Force Majeure Event</b>	means any reasonably unforeseeable event beyond the control of the parties, including any acts of God, fire, explosion, flood, war, acts of terrorism, theft, malicious damage, strikes, lock-outs, industrial action of any kind, government regulation or requirement or restraint.
<b>GST</b>	has the meaning given to the term in the GST Act.
<b>GST Act</b>	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> .

**Insolvency Event (Licensee)**

means an event whereby any of the parties comprising the Slot Licensee experience one or more of the following events:

- (a) commits an act of bankruptcy, as defined in the Bankruptcy Act;
- (b) enters into or takes any step that could result in the party entering into a debt agreement or personal insolvency agreement pursuant to the Bankruptcy Act;
- (c) is made bankrupt;
- (d) makes compromises with their creditors or any class of creditor, including a general assignment for the benefit of creditors;
- (e) becomes incapable of managing their own affairs;
- (f) dies;
- (g) is subject to any action initiated by any competent authority to strike their name off the register of companies;
- (h) if an application is filed for the winding up of the party which is not dismissed or withdrawn within ten Business Days of that application being filed;
- (i) if an order is made for winding up of the party and the winding up is not stayed indefinitely or terminated within ten Business Days of the order being made;
- (j) if the party's shareholders pass a resolution to wind up the party;
- (k) if a receiver, receiver and manager, controller (as defined in section 9 of the Corporations Act) or similar person is appointed to any property of the party;
- (l) if a provisional liquidator is appointed to the party;
- (m) if the party is placed into administration or enters into a deed of company arrangement (as those terms are defined in section 9 Corporations Act);
- (n) if the party, or any other party takes any step towards either placing the party into administration or entering into a deed of company arrangement;
- (o) if the party is unable to pay its debts as they fall due or is unable to certify that it is able to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the general re-adjustment or re-scheduling of its indebtedness or enters or proposes to enter into any arrangement or composition with its creditors;
- (p) the party (or any third party) institutes insolvency, receivership or bankruptcy proceedings with respect to the party for settlement of the party's debts; or
- (q) if the party ceases to carry on its business.

**Local Rules**

means the Local Rules (Harness Racing) as amended from time to time.

**Managing Owner**

means the manager of the horse (as that term is defined in the Rules of Racing).

**Parties**

means the Slot Licensor and the Slot Licensee.

**QRIC**

means the Queensland Racing Integrity Commission established under the *Racing Integrity Act 2016* (or any other

body authorised to carry out the role of the QRIC from time-to-time) and includes the stewards appointed by the QRIC under the Rules of Racing.

<b>Queensland Business</b>	means a company or business whose principal place of business is Queensland.
<b>Queensland Resident</b>	means a person whose principal place of residence is Queensland.
<b>Queensland Syndicate</b>	means a syndicate where more than 50% of its members are Queensland Resident's.
<b>Race Conditions</b>	means the race conditions issued by the Slot Licensor from time to time.
<b>Racing Act</b>	means the <i>Racing Act 2002</i> (Qld).
<b>Racing Integrity Act</b>	means the <i>Racing Integrity Act 2016</i> (Qld).
<b>Racing Queensland</b>	means the statutory authority known as Racing Queensland Board ABN 80 730 390 733 (trading as Racing Queensland) or any other body which carries out the role of control body for harness racing in Queensland.
<b>Rules of Racing</b>	means the Australian Harness Racing Rules of Racing and Racing Queensland Local Rules of Racing as amended from time to time.
<b>Slot</b>	means a place in the starting field of the Event
<b>Slot Holder Agreement</b>	means these Terms and Conditions, which includes the cover page and any annexures.
<b>Slot Licence</b>	means the licence granted by the Slot Licensor to the Slot Licensee to enter a horse in the Event.
<b>Slot Licence Fee</b>	means the fee payable by the Slot Licensee to obtain a Slot in the Event as per clause 5.4.
<b>Slot Licensee</b>	means any person or entity named in the Cover Page as holding a share, right or interest in the Slot Licence (including the right to direct the manner in which the Slot Licensee exercises its rights under this Slot Licence).
<b>Slot Licensor</b>	means Racing Queensland.
<b>Term</b>	means the calendar year 2024.
<b>Terms and Conditions</b>	means the terms and conditions set out in this document.

## 1.2 Interpretation

In this document:

- (a) a reference to a clause or party is a reference to a clause of or party to this document and references to this document include any schedules or annexures to it;
- (b) a reference to a party to this document includes the party's executors, administrators, successors, permitted substitutes and permitted assigns;

- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) if any day on or by which a party must do something under this document is not a Business Day, then the party must do it on or by the next Business Day;
- (g) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity whether or not it comprises a separate legal entity; and
- (h) a reference to dollars or \$ is a reference to Australian Dollars.

## **2. CONDITIONS ABOUT THE APPLICATION**

2.1 The Application is an expression of interest in acquiring a Slot for the Event.

2.2 The Application must:

- (a) be in the Approved Form;
- (b) be accompanied by relevant evidence verifying the details of all parties listed (including in the case of a partnership, every member of that partnership), which must consist of:
  - i. in the case of individuals, a certified copy of their driver's licence or passport; or
  - ii. in the case of a company, an official extract of the company's ASIC record, dated no more than 14 days prior to the date on which the application is submitted; or
  - iii. in the case of a syndicate, the names and percentage of ownership of all syndicate members;
  - iv. in the case of a trust, a certified copy of the Trust Deed, along with certified copies of any amendments or variations to the Trust Deed;
- (c) include the details of the nominated Authorised Representative or Manager of the Slot Licensee; and
- (d) be submitted to the Slot Licensor by 18 December 2023.

2.3 Each party comprising the Applicant consents to the Slot Licensor undertaking a police check or other relevant background checks on them.

2.4 Only Eligible Applicants may submit an Application. If an Application is received by a party who is not an Eligible Applicant, they will be notified that their Application has been rejected.

2.5 Each Applicant shall only be permitted to submit one (1) Application on a single Approved Form. In the event that an Applicant submits more than one (1) Application on multiple Approved Forms, they will not be an Eligible Applicant and they will not be entitled to an allocation of a Slot and shall otherwise be disqualified from participating in the Event.

2.6 The Slot Licensor may, in their absolute discretion, reject an Application for any reason they deem reasonable in the circumstances. The decision of the Slot Licensor to reject an Application under this clause 2.6 is final and not challengeable.

- 2.7 Where the Slot Licensor rejects an Application under clause 2.6, they will notify the Applicant that:
- (a) the Application has been rejected; and
  - (b) the reasons why the Application has been rejected.

**3. CONDITIONS ABOUT THE EVENT**

3.1 The Event will be conducted in accordance with the Slot Holder Agreement and the Race Conditions issued for the Event.

3.2 The Event will be:

- (a) Promoted and conducted under the name and mark 'The Protostar' – subject to the inclusion of any additional naming rights sponsor marks;
- (b) conducted under the Rules of Racing;
- (c) run on July 27, 2024;
- (d) run at Albion Park Harness Racing Club;
- (e) run over 1660m via mobile start;
- (f) restricted to Eligible Horses; and
- (g) barriers selected by way of a Random Barrier Draw.

3.3 Prizemoney for the Event will be \$500,000. The distribution of prizemoney will be in accordance with the following breakdown:

Place	Stakes Distribution
1 <sup>st</sup>	\$250,000
2 <sup>nd</sup>	\$100,000
3 <sup>rd</sup>	\$50,000
4 <sup>th</sup>	\$30,000
5 <sup>th</sup>	\$20,000
6 <sup>th</sup> – 10 <sup>th</sup>	\$10,000
Total	\$500,000

A 5% deduction for Equine Welfare be applied to all prizemoney prior to distribution.

- 3.4 All payments of prizemoney in relation to the Event shall be paid to the Slot Licensee's nominated account that must be provided in writing to the Slot Licensor, other than standard deductions which apply to all prizemoney in the Event, including trainer (10%), driver (5%) and animal care levy (5%).
- 3.5 The Slot Licensee will receive any rugs or trophies other than those for the trainer or driver.
- 3.6 The Slot Licensor is not responsible for the distribution of prizemoney between the Slot Licensee and the relevant owner(s) of the horse, in the event that the Slot Licensee is not the owner of the horse.
- 3.7 For the Event:

- (a) up to two emergency runners may be declared;
- (b) the horses to be declared as emergencies for the Event will be chosen by Racing Queensland in consultation with the Managing Owner of the relevant horses;
- (c) the Managing Owner of a relevant horse must, prior to their horse being eligible to be declared an emergency, provide a declaration to the Slot Licensor (in the prescribed form) directing the Slot Licensor to pay any prizemoney and trophy to which the owners may be entitled in respect of the horse's entry in the Event;
- (d) the declaration of emergencies for the Event will be a list only and is not an order of entry in the event of a scratching; and
- (e) in the event of a scratching of a horse entered for the Event by the Slot Licensee pursuant to clause 3.8 or clause 3.9, the Slot Licensee may at its discretion select any one of the available declared emergency horses to run in the Event.
- (f) The emergencies will not be drawn in the field and if required will assume the barrier of the horse they are replacing.

3.8 If the Slot Licensee's runner is scratched after 8:30am on the day of the Event:

- (a) with a certified veterinary certificate approved by the QRIC and confirmed by a QRIC appointed veterinarian, then the Slot Licensee will not be entitled to a runner in the Event and will receive last place prizemoney; or
- (b) without a veterinary certificate approved by the QRIC and confirmed by a QRIC appointed veterinarian, then the Slot Licensee will not be entitled to a runner in the Event and the Slot Licensee will forfeit the right to any prizemoney.

3.9 If the QRIC receives a veterinary report from a QRIC appointed veterinarian after acceptances for the Event but before 8.30am on the day of the Event stating that a particular horse is not, or cannot reasonably be expected to be fit to compete in the Event then the QRIC under the Rules of Racing may scratch the horse.

3.10 In the event that the Slot Licensee's horse is scratched from the Event and an emergency runner is declared to run in its place in accordance with clause 3.8:

- (a) Any prizemoney will be distributed 50/50 between the Slot Licensee and the Managing Owner of the emergency runner, unless the Slot Licensee provides the Slot Licensor with a separate agreement about the distribution of prize money between the Slot Licensee and the Managing Owner of the emergency runner;
- (b) Any other prizes such as trophies/rugs will be retained by the Slot Licensee.

#### **4. CONDITIONS ABOUT THE SLOT LICENSEE**

4.1 The Slot Licensee has been granted a Slot Licence by the Slot Licensor in accordance with the Slot Holder Agreement and the Slot Licensee accepts and agrees to comply with the Slot Holder Agreement.

4.2 Subject to the Slot Licensee paying the Slot Licence Fee and complying with the Slot Holder Agreement, the Slot Licensee is entitled to enter a horse in the Event.

4.3 The Slot Licensee will be responsible for nominating a horse to run in the Event by the nomination deadline set by the Slot Licensor and published in the race programs for the race meeting that complies with the terms of their Slot Holder Agreement.

- 4.4 The Slot Licensee must not be an owner (either by syndicate or part owner) or nominate a horse that is owned (either by syndicate or part owner), who cannot own an interest in a standardbred horse under the Australian Harness Racing Rules.
- 4.5 The Slot Licensee:
- (a) may enter a horse that it owns or enter into its own contractual agreement with the owners of the horse;
  - (b) is responsible for ensuring that all Eligibility Requirements are satisfied, regardless of whether or not the Slot Licensee is the owner of the horse.
- 4.6 If the Slot Licensee is not the owner of the horse nominated to run in the Event, the Slot Licensee must provide a declaration to the Slot Licensor by no later than 24 hours prior to the closing time for nominations (or such later time as approved by the Slot Licensor) for the Event detailing:
- (a) the interests and shares of all owners of the horse being nominated to run in the Event;
  - (b) the agreement reached with the owners of the horse being nominated to run in the Event as to prizemoney split; and
  - (c) acknowledgment that the owner(s) and trainer of the horse that is nominated to run in the Event retain all rights and responsibilities under the Rules of Racing.
- 4.7 The Slot Licensee will ensure that each owner of the horse entered to run in the Event acknowledges and agrees that the Rules of Racing apply to them in full in respect to the horse's entry in the Event.
- 4.8 The Slot Licensor has discretion to reject the nomination and/or acceptance of a horse entered in the Event by the Slot Licensee where an owner or trainer of that horse owes an outstanding debt to the Slot Licensor.
- 4.9 The Slot Licensor or the stewards may refuse the nomination and/or acceptance of any horse in the Event for any reason permissible under the Rules of Racing. In the event that the horse is declared a non-starter or disqualified under the Rules of Racing, then the Rules of Racing will apply in respect of any prizemoney.
- 4.10 The Slot Licensee must not do any act or thing which would bring the Event or the Slot Licensor into disrepute (in the opinion of the Slot Licensor).
- 4.11 If, for any reason, the Event is cancelled or not run, then the Slot Licensor will refund the Slot Licence Fee to the Slot Licensee within 21 days of the cancellation and no prizemoney will be paid. This will be the Slot Licensee's only remedy in these circumstances.
- 4.12 The Slot Licensee acknowledges that, at any time during the Term (and subject to the Rules of Racing), the Slot Licensor may vary or modify the scheduling and/or conditions of the Event that it, in its absolute discretion, sees fit.

## **5. CONDITIONS ABOUT THE SLOTS**

- 5.1 The Event will include ten (10) Slots to be distributed in the following order of priority for their respective category:
- (a) Two (2) Slots will be reserved for the Major Sponsor of the Event;
  - (b) Three (3) Slots will be collectively reserved for:

- (i) Queensland Residents;
- (ii) Queensland Businesses; and
- (iii) Queensland Syndicates;

(c) Five (5) Slots will be determined by way of a random ballot to be conducted by the Slot Licensor.

- 5.2 In the event that there are more Applications received from Eligible Applicants than Slots allocated to the category referred to in clause 5.1(b), then a random ballot will be conducted. Any unsuccessful Applications from this ballot will be included in the random ballot referred to in clause 5.1(c).
- 5.3 In the event that there are insufficient Eligible Applicants to fill all ten (10) Slots, then each Eligible Applicant will be offered the opportunity to apply for any remaining Slots. In the event that the number of Eligible Applicants applying for any remaining Slots exceeds the number of remaining Slots available, then Eligible Applicants will be given the opportunity to acquire the remaining Slots by way of a random ballot to be conducted by the Slot Licensor.
- 5.4 The Slot Licence Fee payable by the Slot Licensee to secure a Slot Licence is \$30,000 plus GST and must be paid to the Slot Licensor within 14 days of receiving an invoice from the Slot Licensor.
- 5.5 Upon payment of the Slot Licence Fee in accordance with clause 5.43, the Slot Licensee agrees to be bound as a Slot Licensee for the Term.
- 5.6 In the event that payment of the Slot Licence Fee is not made in accordance with clause 5.4, the Slot Licensor may revoke the Slot Licensee's Slot Licence.
- 5.7 The determinations made by the Slot Licensor to allocate the Slot Licences to the selected Eligible Applicants in accordance with this Clause 5 shall be final and binding on all Eligible Applicants.

## **6. CONFIDENTIAL INFORMATION**

- 6.1 The Slot Licensee:
- (a) may use and produce Confidential Information only to perform its obligations under the Slot Holder Agreement;
  - (b) may not disclose or otherwise make available Confidential Information other than to personnel who have a need to know the information to enable the party to perform its obligations under the Slot Holder Agreement;
  - (c) may disclose Confidential Information as required by law or to professional advisors, including lawyers and accountants.

## **7. CONFLICT OF INTEREST**

- 7.1 The Slot Licensee:
- (a) agrees that it will do all things necessary to manage any actual, potential or perceived conflict of interest which may arise in the performance of their obligations under the Slot Holder Agreement; and



- (b) must disclose to the Slot Licensor any potential conflicts of interest with the Slot Licensor immediately upon knowledge of the potential conflict of interest.

## **8. ASSIGNMENT AND TERMINATION**

- 8.1 The Slot Licensee must not assign, transfer, part with possession of, or lease/licence the Slot Licence without the prior written consent of the Slot Licensor, which consent may be granted or refused by the Slot Licensor at its absolute discretion. The Slot Licensee must provide all information required by the Slot Licensor if an application for consent is sought under this clause. If consent is granted, the Slot Licensee must comply with all conditions of consent as stipulated by the Slot Licensor.
- 8.2 The Slot Licensor may terminate this Slot Holder Agreement immediately by notice to the Slot Licensee if any of the following events has occurred:
  - (a) the Slot Licensee breaches any term of the Slot Holder Agreement and the Slot Licensee fails to rectify the breach within fourteen (14) days of receiving notice from the Slot Licensor;
  - (b) any party comprising the Slot Licensee:
    - i. commits an offence against the Racing Act or the Racing Integrity Act or equivalent law in any other jurisdiction;
    - ii. is or has engaged in conduct which, in the reasonable opinion of the Slot Licensor may bring the Australian harness racing industry into disrepute;
    - iii. commits an indictable offence, or a summary offence that involved dishonesty, fraud, stealing or unlawful betting, under any other Act or repealed Act;
    - iv. commits an animal welfare offence;
    - v. suffers an Insolvency Event; or
    - vi. breaches any of the Eligibility Requirements,each of which will constitute a material breach of this Slot Holder Agreement.
- 8.3 If this Slot Holder Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:
  - (a) each Party retains the claims it has against the other;
  - (b) the Slot Licensee must immediately pay all outstanding amounts to the Slot Licensor without off-set (including any off-set for any alleged claim); and
  - (c) the Slot Licensor may reallocate the Slot to another party.
- 8.4 If this Slot Holder Agreement is terminated by the Slot Licensor by virtue of a material breach of the Slot Licensee, then the Slot Licensee will forfeit the Slot Licence Fee.

## **9. FORCE MAJEURE**

- 9.1 If a Force Majeure Event affecting any party precludes that party (**Precluded Party**) partially or wholly from complying with its obligations under the Slot Holder Agreement, then:
  - (a) As soon as reasonably practicable after that Force Majeure Event arises and in any event within 24 hours of the Force Majeure Event, the Precluded Party must notify the other party of:

- i. the Force Majeure Event;
  - ii. which obligations under the Slot Holder Agreement the Precluded Party is unable to perform (**Affected Obligations**);
  - iii. the extent to which the Force Majeure Event precludes the Precluded Party from performing the Affected Obligations (**Precluded Extent**);
  - iv. the expected duration of the delay arising directly out of the Force Majeure Event;
- (b) the Precluded Party's obligation to perform the Affected Obligations will, to the Precluded Extent, be suspended for the duration of the actual delay arising out of the Force Majeure Event (**Actual Delay**);
  - (c) the other party's obligations to perform any obligations dependent on the Affected Obligations will be suspended until the Precluded Party resumes performance.

9.2 As a consequence of the Force Majeure Event:

- (a) If the Actual Delay continues for more than 90 days, the other party may terminate this Slot Holder Agreement by giving 14 days notice to the Precluded Party;
- (b) If the Precluded Party resumes performance during the notice period under paragraph (b), the notice of termination will be void and this Slot Holder Agreement will continue to apply.

9.3 If:

- (a) a party terminates this Slot Holder Agreement under clause 9.2(a):
  - i. The rights and obligations of the party's under this Slot Holder Agreement (including, but not limited to, any licence) cease;
  - ii. Any accrued rights or remedies of a party are not affected.
- (b) the Slot Licensor terminates this Slot Holder Agreement under clause 9.2(b), the Slot Licensor will have full discretion in relation to how the Slot Licensor's Slot in the Event will be used.

## 10. GENERAL CONDITIONS

10.1 Words and phrases defined in the GST Act have the same meaning in these Terms and Conditions unless the context indicates otherwise. If any supply made under these Terms and Conditions is a Taxable Supply, the recipient of that supply must pay the supplier the amount of GST payable by the supplier on that supply. In exchange for the payment, the supplier must provide the recipient with a Tax Invoice.

10.2 The Slot Licensee:

- (a) expressly and irrevocably assigns exclusively to the Slot Licensor all intellectual property, media rights and sponsorship rights in connection with:
  - i. the promotion of the Event;
  - ii. the events associated with the Event;
  - iii. the announcement of the slot licensee;
  - iv. the announcement of the horse, trainer, driver and ownership group;

- v. the running of the Event; and
- vi. the post-race coverage of the Event;

including, without limitation, the names of the Slot Licensee, any owners of a horse entered in the Event, the driver and the trainer, the racing colours, logo, silks and any other associated or identifying characteristics and any other matter relating to the participation of a horse in the Event;

- (b) agrees to request permission from the Slot Licensor prior to releasing any information relating to the Event. All media releases and communication will be coordinated to ensure that all parties can maximise potential reach and exposure through media platforms (including social media), broadcasting and all media channels;
- (c) acknowledges that promotion by the Slot Licensor may include, without limitation, televising, broadcasting and/or recording of the Event in any manner and any activities incidental to the Event and extends to the broadcasting on any media platform (including digital platforms) and the licensing of such rights to others for uses approved by the Slot Licensor; and
- (d) hereby expressly and irrevocably waives, on its behalf and on behalf of its agents and employees (including the trainers, owners and drivers) any and all rights it may have in connection with any matters referred to in this clause.

10.3 Nothing in this Slot Holder Agreement creates a joint venture, agency, partnership or common enterprise between the Slot Licensor and the Slot Licensee.

10.4 If the Slot Licensee is comprised of more than one individual or entity (including partners in a partnership):

- (a) an obligation on the Slot Licensee is both a joint and several obligation of each of those parties comprising the Slot Licensee;
- (b) a right granted to the Slot Licensee is deemed to be exercised jointly and severally on behalf of all parties comprising the Slot Licensee, if exercised by the Authorised Representative or Manager; and
- (c) a representation, warranty or undertaking made by any party comprising the Slot Licensee is taken to be made by each of them.

10.5 To the fullest extent permitted by law, the Slot Licensee releases the Slot Licensor from any claim, loss, damage or other liability incurred by the Slot Licensee or any of their related parties, agents, employees or contractors in relation to or in any way connected with the Event or this Slot Holder Agreement, except to the extent that it arises from the negligent or willful acts or omissions of the Slot Licensor.

10.6 The Slot Licensee indemnifies the Slot Licensor against any and all loss, damage or expense incurred (including legal costs on an indemnity basis) and any and all liabilities incurred directly or indirectly caused by the Slot Licensee or their related parties, agents, employees or contractors in connection with or whatsoever relating to the Event or a breach of this Slot Holder Agreement, the national Harness Rules of Racing, the local Harness Rules of Racing of Queensland, or of any law .

10.7 The Slot Licensee acknowledges and agrees that the limitations of liability contained in clause 10.6 are essential to the Slot Licensor and the Slot Licensor would not have entered into this Slot Holder Agreement in their absence.

- 10.8 Any representation, warranty, condition or undertaking that would be implied in this Agreement by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.
- 10.9 This Slot Holder Agreement is to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, guarantees, conditions or obligations. If such legislation applies, to the extent possible, the Slot Licensor limits its liability in respect of any claim to the Slot Licence Fee payable for the Term.
- 10.10 If any provision (or part of a provision) of these Terms and Conditions are found to be invalid or unenforceable, such provision is to be read-down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 10.11 This Slot Holder Agreement is subject to the laws of the State of Queensland and the Parties submit to the exclusive jurisdiction of the Courts of Queensland.
- 10.12 This Slot Holder Agreement may be executed by electronic signature.