



QUEENSLAND OFF-THE-TRACK

NEW OTT OWNER WELCOME PACK TERMS AND CONDITIONS

1 GENERAL

Queensland Off-The-Track ('QOTT') is an independent business unit of Racing Queensland.

1. Privacy Statement

Racing Queensland collects information about you when you submit this application and in the course of related enquiries made of third parties in order to assess your application. The collection of your personal information for this purpose is required to enable Racing Queensland to make appropriate decisions in the interests of animal care. Racing Queensland may disclose your information to third parties such as other racing bodies, appeal bodies, industry associations and government enforcement agencies if Racing Queensland believes that the disclosure is reasonably necessary to assess your application.

Racing Queensland has entered into a number of commercial partnerships in connection with Queensland-Off-The-Track (QOTT). Racing Queensland shares your personal information with these partners from time to time to enable our commercial partners to provide you with certain pre-agreed benefits. A list of the QOTT commercial partners can be found on the Clubhouse website.

You can gain access to and request that corrections be made to information held about you by Racing Queensland. By completing and submitting this application, you authorise Racing Queensland to collect, use and disclose information about you for the purposes described in this notice. Further information about how Racing Queensland deals with your information is available in our <u>Privacy Policy</u>.

2. No Liability for Benefits

The Applicant acknowledges and agrees that any liability for loss or damage in connection with any benefits provided to you by or through a commercial partner is a matter between the Applicant and that commercial partner. To the extent permitted by law, Racing Queensland, whether or not acting itself or through QOTT, will have no liability to the Applicant for any expenses, losses (including direct or indirect losses), damages or costs you may incur as a result of receiving any benefit or any benefit no longer being provided or available for any reason.

3. Agreement and declaration

The Applicant agrees that:

- the Applicant has read the above Privacy Statement and No Liability for Benefits, and agrees to the terms; and
- the Applicant agrees to provide Racing Queensland with any further information in relation to this application, as reasonably required by Racing Queensland.

The Applicant declares that:

- the information the Applicant has supplied in this application is true and correct and is not misleading (in either its contents or by omission); and
- the Applicant has made all reasonable enquiries of the matters disclosed in this application.

If the person signing this application is not the Applicant, the person signing this application declares that they are duly authorised to make this application on behalf of the Applicant and that:

- the information supplied in this application is true and correct and is not misleading (in either its contents or by omission); and
- they have made all reasonable enquiries of the matters disclosed in this application.

2 INTERPRETATION

2.1 In these terms and conditions, the following definitions apply:

Eligible Horse	means a Thoroughbred or Standardbred horse approved by QOTT, which:
	 (a) is a Thoroughbred or Standardbred that has been, or is eligible to be, registered for thoroughbred racing or harness racing in Australia; and
	(b) a decision has been made not to race the horse, or the horse has retired directly from racing, race training and/or breeding within the twelve (12) months prior to the date of application; and
	(c) the horse:
	(i) was bred in Queensland but was unraced; or
	(ii) has started in an official barrier trial or race in Queensland, and was domiciled in Queensland at the time of its retirement; or
	(iii) is a retired broodmare or stallion and was domiciled in Queensland at the time of its retirement; or
	(iv) has been directly rehomed from a QOTT Acknowledged Retrainer
Standardbred	means a horse which is or has been, or is eligible to be, registered for harness racing in Australia.
Thoroughbred	means a horse which is or has been, or is eligible to be, registered for thoroughbred racing in Australia.

Every Eligible Horse is entitled to one (1) new OTT owner welcome pack in its lifetime.