



THE HAYDEN & THE TAB EUREKA SLOT HOLDER AGREEMENT - COVER PAGE

SLOT LICENSEE: _____

AUTHORISED REPRESENTATIVE: _____

CONTACT PHONE: _____

EMAIL: _____

POSTAL ADDRESS: _____

SUBURB: _____ QLD POSTCODE: _____

1. BACKGROUND

(A) The Slot Licensee has purchased a slot to nominate a horse in the Hayden. Details include:

Purchase Price	\$ _____ (ex GST)
Barrier	_____
Horse	_____

(B) The Slot Licensee agrees to participate in the Hayden and to promote harness racing in Qld.

(C) If the horse nominated by the Slot Licensee wins the Hayden, the Slot Licensee must use all reasonable endeavours, in conjunction with the owners of that horse, to nominate the horse to run in the TAB Eureka.

2. THE HAYDEN 2024

AGREEMENT	The Slot Licensee agrees to comply with the Slot Holder Agreement.
EVENTS	Date: July 20, 2024 Location: Albion Park Harness Racing Club - Yulestar Street, Albion, QLD 4010
WEBSITE	https://www.racingqueensland.com.au/Industry/Harness/The-Hayden

3. THE TAB EUREKA 2024

AGREEMENT	The Slot Licensee agrees to comply with the Slot Holder Agreement.
EVENT	Date: September 7, 2024 Location: Club Menangle, NSW
WEBSITE	https://www.theeureka.com.au/

BY SIGNING BELOW, THE SLOT LICENSEE AGREES TO THIS SLOT HOLDERS AGREEMENT

Signed by

on / /

Signature of authorised officer

Name of authorised officer

TERMS AND CONDITIONS OF SLOT LICENCE

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this document:

Australian Bred Standardbred	means the progeny of a mare registered in the Australian Trotting Stud Book and domiciled in Australia when served by a stallion who is also registered in the Australian Trotting Stud Book at the time of that service.
Authorised Representative or Manager	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.
Bankruptcy Act	means the <i>Bankruptcy Act 1966</i> (Cth).
Business Day	means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.
Club	means the club that will host the Eureka as determined by HRAE and for 2024 is New South Wales Harness Racing Club Limited (ACN 000 002 666) of Tabcorp Park, Menangle, New South Wales 2563.
Confidential Information	means all information provided by HRAE or the Slot Licensor, including: <ul style="list-style-type: none">(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.
Connections of the Horse	means the owner(s) and other interest holders in the horse.
Controlling Body	means the body controlling harness racing for the Eureka and for 2024 is Harness Racing New South Wales Incorporated of 22 Meredith Street, Bankstown, New South Wales 2200.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).
Cover Page	means the cover page to this Slot Holder Agreement.
Eligibility Requirements	means the requirements contained in clause 2.2, 2.3, 3.2 and 3.4 of this Slot Holder Agreement.
Eligible Drivers	means Grade A (as that term is defined in the Rules of Racing) drivers licensed by the QRIC.
Eligible Horses	means Australian Bred Pacers that are: <ul style="list-style-type: none">(a) either 3 or 4 years old;(b) eligible for the QBRED Incentive Scheme; and(c) Queensland Trained;

Eureka Race Conditions

means the race conditions in Annexure 2 of the Slot Holder Agreement or any version amended by HRAE from time to time.

Force Majeure Event

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.

GST

has the meaning given to the term in the GST Act.

GST Act

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

HRNSW

means Harness Racing New South Wales.

HRAE

means HRAE Pty Ltd, being a wholly owned subsidiary of Harness Racing Australia Incorporated (A00324) an incorporated associated in the Australian Capital Territory (Canberra) under the *Associations Incorporation Act 1991* (ACT).

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.

QBRED Incentive Scheme

means the QBRED for Life incentive scheme implemented by the Slot Licensor.

Queensland Trained

means a horse that has been in the name of a trainer (as evidenced by a stable return) since April 1, 2024 where that trainer is either:

- (a) a QRIC licensed trainer; or
- (b) a HRNSW licensed trainer that:
 - (i) races the majority of their horses in Queensland; and
 - (ii) has their principal place of residence in the Tweed Heads Local Government Area.

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.

Racing Act

means the *Racing Act 2002* (Qld).

Racing Calendar

means Racing Queensland's official industry publication for harness racing as may be amended from time to time.

Racing Integrity Act

means the *Racing Integrity Act 2016* (Qld).

Racing Queensland

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.

Rules of Racing

means the Australian Harness Racing Rules of Racing and Racing Queensland Local Rules of Racing as amended from time-to-time.

Slot

means a place in the starting field of the Hayden or the TAB Eureka.

Slot Auction	means an Auction to be conducted at the Sunshine Stars Yearling Sales on Sunday, February 11, 2024.
Slot Auction Conditions	means the Terms and Conditions contained in Annexure 1 of the Slot Holder Agreement.
Slot Holder Agreement	means these Terms and Conditions, which includes the cover page and all annexures.
Compliance Form	means the form to be completed by the Slot Licensee as provided by HRAE.
Slot Holder	means a Slot Licensee who is granted a Slot Licence.
Slot Holder Interest Holder	means any person who has an interest in a Slot Holder above 20% of the equity in the Slot Holder.
Slot Holder Manager	means a manager of a Slot Holder Syndicate that is selected by the Slot Holder Syndicate as their manager and legal agent and approved by HRAE in accordance with clause 5.2(e).
Slot Holder Rights	means the rights specified in clause 4 of these Terms and Conditions.
Slot Holder Syndicate	means a Slot Licensor and HRAE approved syndicate of owners represented by a selected Slot Holder Manager.
Slot Licence	means the licence granted by the Slot Licensor to the Slot Licensee to enter a horse in the Hayden and the TAB Eureka.
Slot Licence Fee	means the fee payable by the Slot Licensee to obtain a Slot in the Hayden.
Slot Licensee	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).
Slot Licensor	means Racing Queensland.
TAB Competing Wagering Entity	means: <ul style="list-style-type: none"> (a) any person who is a Wagering Service Provider other than the TAB or a Related Body Corporate of TAB; and (b) any person for whom a substantial part of their revenue is derived from promoting or supporting Wagering Service Providers other than TAB or a Related Body Corporate of TAB, including but not limited to mypunter.com, punters.com.au and g1x.
Term	means the calendar year 2024.
Terms and Conditions	means the terms and conditions set out in this document.
Wagering Service Provider	means anyone who supplies or provides any or all of the following services or products: <ul style="list-style-type: none"> (a) pari-mutuel wagering; (b) fixed odds betting; (c) tote odds; (d) the provision of a 'betting exchange'

- (e) the provision of a skill based wagering or pooled wagering (such as daily fantasy) platform; and/or
- (f) any other services supplied under a betting or wagering licence, including a sports betting licence (or equivalent) issued by the Northern Territory of Australia or other jurisdiction.

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 HAYDEN

2.1 The Hayden will be conducted in accordance with the Slot Holder Agreement and the race conditions issued for the Hayden by the Slot Licensor.

2.2 The Hayden will be:

- (a) conducted under the Rules of Racing;
- (b) run on July 20, 2024.
- (c) run at Albion Park Harness Racing Club;
- (d) run over 2138m via mobile start;
- (e) restricted to Eligible Horses; and
- (f) restricted to Eligible Drivers.

2.3 The following table sets out the predefined age and sex of the horse to be nominated in the accompanying barrier to race in the Hayden:

Barrier	Sex	Age
1.	Filly, Colt or Gelding	3
2.	Colt or Gelding	3
3.	Colt or Gelding	3
4.	Colt or Gelding (3yo) or Mare (4yo)	3/4
5.	Mare, Colt or Gelding	4

Barrier	Sex	Age
6.	Entire or Gelding	4
7.	Entire or Gelding	4
8.	Entire or Gelding	4
9.	Entire or Gelding	4
10.	Entire or Gelding	4

2.4 If a Slot Holder of barriers 5, 6, 7, 8, 9 or 10 is unable to source a suitable horse for their Slot as required by clause 2.3, the Slot Licensee may nominate an eligible 3YO Colt or Gelding to be approved by the Slot Licensor.

2.5 Prizemoney for the Hayden will comprise \$100,000 in seed funding from the Slot Licensor and the proceeds of the Slot Auction. The distribution of the prizemoney will be in accordance with the following breakdown:

Place	First \$100,000	Prizemoney over \$100,000
1st	\$50,000	45%
2nd	\$20,000	20%
3rd	\$12,500	15%
4th	\$5,000	7.5%
5th	\$2,500	2.5%
6 th - 10th	\$2,000	2% (each)
Total	\$100,000	100%

A 1% deduction for Equine Welfare (or such higher amount as may be required by the Slot Licensor will be applied to all prizemoney prior to distribution).

2.6 All payments of prizemoney in relation to the Hayden 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 Hayden, including trainer (10%), driver (5%) and animal care levy (1%).

2.7 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.

2.8 Nominating a horse for the Hayden constitutes an agreement for the nominated horse to represent the Slot Licensor in the TAB Eureka in the event the nominated horse wins the Hayden, with costs to be borne by the Slot Licensee except as expressly specified in these conditions.

2.9 For the Hayden:

- (a) up to three emergency runners may be declared;
- (b) the horses to be declared as emergencies for the Hayden 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 Racing Queensland (in the prescribed form) directing Racing Queensland to pay any prizemoney and trophy to which the owners may be entitled in respect of the horse's entry in the Hayden;
- (d) the declaration of emergencies for the Hayden 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 Hayden by the Slot Licensee pursuant to clause 2.10 or clause 2.10, Racing Queensland will select the emergency of the same age and sex of the scratched horse.
- 2.10 If the Slot Licensee's runner is scratched after 8:30am on the day of the Hayden:
- (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 Hayden 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 Hayden and the Slot Licensee will forfeit the right to any prizemoney.
- 2.11 If the QRIC receives a veterinary report from a QRIC appointed veterinarian after acceptances for the Hayden but before 8.30am on the day of the Hayden stating that a particular horse is not, or cannot reasonably be expected to be fit to compete in the Hayden then the QRIC under the Rules of Racing may scratch the horse. Clause 2.9(e) will then apply as if the horse was scratched with a certified veterinary certificate approved by the QRIC and confirmed by a QRIC appointed veterinarian.
- 2.12 In the event that the Slot Licensee's horse is scratched from the Hayden and an emergency runner is declared to run in its place in accordance with clause 2.9:
- (a) Any prize money 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.
- 2.13 Should a runner be nominated that is Out Of The Draw in Mobile Starts (**ODM Runner**) or a scratching occurs after the scratching deadline of 8.30 on the morning of the Hayden, the following will occur:
- (a) If the horse in barrier 8 is an ODM Runner or is scratched, then that barrier will remain vacant with all other horses outside barrier 8 to remain in their allocated barrier;
 - (b) If a horse outside barrier 8 is an ODM Runner or is scratched, then the horses allocated outside barrier 8 (i.e. 9 and 10) will move down 1 barrier.

3. CONDITIONS ABOUT THE SLOT LICENSEE IN RELATION TO THE HAYDEN

- 3.1 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.
- 3.2 Subject to the Slot Licensee complying with all conditions of the Slot Auction Conditions and at all times complying with the Slot Holder Agreement, the Slot Licensee is entitled to enter a horse in the Hayden.
- 3.3 The Slot Licensee will be responsible for nominating a horse to run in the Hayden that complies with the terms of their Slot Holder Agreement.
- 3.4 The Slot Licensee must:
- (a) Within 7 days of signing the Slot Holder Agreement, provide a declaration to the Slot Licensor which details:

- (i) the names of any Slot Holder Interest Holders; and
 - (ii) the names and percentage of ownership of any Slot Holder Syndicate members.
 - (b) At all times, ensure that the Slot Licensee and any parties comprising the Slot Licensee (eg: all Slot Holder Syndicate members), complies with the conditions set out in clause 8.2(d).
- 3.5 The Slot Licensor will invoice the Slot Licensee for payment of the Slot Licence Fee within 7 days after completion of the Slot Auction. The Slot Licensee must pay the Slot Licence Fee within 7 days of receipt of the invoice.
- 3.6 Failure to pay the Slot Licence Fee in accordance with clause 3.5 will entitle the Slot Licensor to revoke the Slot Licence and distribute the Slot in any manner it sees fit.
- 3.7 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:
- (a) Cannot own an interest in a standardbred horse under the Australian Harness Racing Rules; or
 - (b) Is a TAB Competing Wagering Entity or a person who will or may reasonably engage in any commercial arrangements with a Competing Wagering Entity in connection with the TAB Eureka.
- 3.8 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.
- 3.9 If the Slot Licensee is not the owner of the horse nominated to run in the Hayden, 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 Hayden detailing:
- (a) the interests and shares of all owners of the horse being nominated to run in the Hayden;
 - (b) the agreement reached with the owners of the horse being nominated to run in the Hayden as to prizemoney split; and
 - (c) acknowledgment that the owner(s) and trainer of the horse that is nominated to run in the Hayden retain all rights and responsibilities under the Rules of Racing.
- 3.10 The Slot Licensee will ensure that each owner of the horse entered to run in the Hayden acknowledges and agrees that the Rules of Racing apply to them in full in respect to the horse's entry in the Hayden.
- 3.11 The Slot Licensor has discretion to reject the nomination and/or acceptance of a horse entered in the Hayden by the Slot Licensee where an owner or trainer of that horse owes an outstanding debt to the Slot Licensor.
- 3.12 The Slot Licensor or the stewards may refuse the nomination and/or acceptance of any horse in the Hayden 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.

- 3.13 The Slot Licensee must not do any act or thing which would bring the Hayden or the Slot Licensor into disrepute (in the opinion of the Slot Licensor).
- 3.14 If, for any reason, the Hayden 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.
- 3.15 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 Hayden that it, in its absolute discretion, sees fit.
- 3.16 The Slot Licensee must provide the Slot Licensor with all relevant information and documents as reasonably requested by the Slot Licensor to discharge the obligations of the Slot Licensee in this clause 3.

4. CONDITIONS ABOUT THE TAB EUREKA

- 4.1 The TAB Eureka will be conducted in accordance with the Eureka Race Conditions. The Slot Licensee acknowledges that HRAE may amend or vary the race conditions in respect of the TAB Eureka and that it will comply with those conditions at all times.
- 4.2 The Slot Licensee acknowledges that the Slot Licensor is the Slot Holder of a Slot in the TAB Eureka and that the Slot Licensor grants the Slot Licensee a right to enter a horse in the Slot Licensor's Slot in the TAB Eureka.
- 4.3 The horse that wins the Hayden will automatically qualify to be nominated in the Slot Licensor's Slot in the TAB Eureka.
- 4.4 Any prizemoney earned by the Slot Licensee from the TAB Eureka will be paid to the Slot Licensor's nominated account in the first instance. The Slot Licensor will retain 10% of any prizemoney payable to the Slot Licensor and the balance will be paid to the Slot Licensee within 14 days of the Slot Licensor receiving the prizemoney from HRAE.
- 4.5 In the event that the Slot Licensee's horse is scratched from the TAB Eureka and an emergency runner is selected to run in its place, the prize money will be subject to clause 7.11 of the Eureka Race Conditions and distributed as follows:
- (a) 40% to be distributed to the Managing Owner of the emergency horse;
 - (b) 40% to be distributed to the Slot Licensee; and
 - (c) 20% to be retained by the Slot Licensor.
- 4.6 The Slot Licensor will, subject to any changes made by HRAE, provide the following hospitality rights to the Slot Licensee:
- (a) Five (5) tickets to the TAB Eureka race day, including entry, carpark and hospitality;
 - (b) Five (5) tickets to the official function held on an official function in the lead up to the TAB Eureka; and
 - (c) Invitations to all associated events in relation to the TAB Eureka.

5. CONDITIONS ABOUT THE SLOT LICENSEE IN RELATION TO THE TAB EUREKA

- 5.1 The Slot Licensee acknowledges that the Slot Licensor has been granted a Slot in the TAB Eureka and that any assignment, part assignment or sub-licence to the Slot Licensee of the Slot Holder Rights must be consented to by HRAE.
- 5.2 The Slot Licensee must ensure compliance of all conditions imposed by HRAE in respect of the TAB Eureka, including:
- (d) Obtaining approval from HRAE regarding any Slot Holder Interest Holders and Slot Holder Syndicate members;
 - (e) Appointing a Slot Holder Manager, who:
 - (i) must be a natural person;
 - (ii) must be authorised to act for and on behalf of the Slot Holder Syndicate in all matters;
 - (iii) is responsible for ensuring that the obligations of the Slot Holder Syndicate under these Terms and Conditions are met; and
 - (iv) has been approved by HRAE,
 - (f) Notifying HRAE via the Slot Holder Manager, of the Slot Holder Syndicate members' names and percentage of ownership to be approved by HRAE prior to recognition of their interest.
 - (g) Providing HRAE with a completed Slot Holder Agreement Compliance Form for approval.
 - (h) Ensuring that all Slot Holder Interest Holders and Slot Syndicate Members when a syndicate is approved, sign a Slot Holder Agreement Compliance Form (which is to be provided by HRAE) and provide a copy of this form to the Slot Holder Manager, who in turn is to forward copies of all executed forms to HRAE;
 - (i) Acknowledgment that HRAE:
 - i. has currently appointed TAB as the exclusive wagering sponsor of the Eureka and the Slot Licensee agrees that it will not grant any commercial rights or interests in respect of its rights to any TAB Competing Wagering Entity or any competitors of TAB or Sky Racing;
 - ii. has granted TAB the exclusive naming rights to the Eureka;
 - iii. has granted TAB the designation of Exclusive Wagering Sponsor of the Eureka and the Slot Licensee will ensure that any reference across any assets, material, events or media opportunities relating to the Eureka will refer to the Eureka with the name specified by TAB which is currently the TAB Eureka. The Slot Licensee will use best endeavors to ensure that any sponsor or associated media entity covering the Eureka refers to the Eureka in all communications with the name specified by the TAB which is currently the TAB Eureka.
 - (j) Ensuring that:
 - i. the horse to run in the TAB Eureka is nominated prior to the time of the finalization of race acceptances for the race as determined by the Eureka Race Conditions;
 - ii. the Slot Licensee and all syndicate or part owners of the horse nominated by the Slot Licensee do not engage in any commercial arrangements including ownership, assignment, leasing or any promotional agreement of any kind, with a TAB Competing Wagering Entity in connection with the TAB Eureka;

- iii. the Connections of the Horse must not include a TAB Competing Wagering entity or have any commercial arrangement or association with a TAB Competing Wagering Entity;
 - iv. the Slot Holder Manager supplies all forms required by HRAE in respect of the Slot Holder Syndicate;
 - v. any proposed changes to the Slot Holder Syndicate members are approved by HRAE;
 - vi. If a Slot Holder Syndicate member is disqualified from owning an interest in a horse under the Rules of Racing, the horse owned by the Slot Holder Syndicate must not be nominated for or start in a race without the approval from HRAE;
- (k) The terms of this clause 5.2 are subject to the continuation of the TAB to be the Exclusive Wagering Sponsor, provided that the Slot Licensee shall be subject to any similar restrictions as notified by the Slot Licensor if exclusive wagering sponsor rights are granted to another entity in respect of the TAB Eureka.

5.3 The Slot Licensee must:

- (a) advise HRAE of all its owners, part owners and sub-licensees and any changes to the owners, part owners or sub-licensees shall be notified in writing and are subject to approval by HRAE;
- (b) act reasonably and in good faith at all times in discharging its obligations under the Slot Holder Agreement;
- (c) not unreasonably withhold or delay any approvals required by the Controlling Body or the Club;
- (d) work collaboratively with the Controlling Body and the Club to support the Eureka planning and execution;
- (e) use reasonable endeavors to promote the TAB Eureka and advise the HRAE of the promotional activities it has or shall perform in writing;
- (f) comply with the Eureka Race Conditions;
- (g) enter into any agreement or documentation required by HRAE;
- (h) comply with any reasonable requests made by the Slot Licensor so that the Slot Licensor can discharge its obligations to HRAE.

5.4 The Slot Licensee must provide the Slot Licensor with all of the information and documentation referred to in this clause 5. The Slot Licensor will then provide the information/documents to HRAE.

5.5 Should a situation arise whereby the winner of the Hayden is unable to participate in the TAB Eureka prior to the nominations closing for the TAB Eureka, the Slot Licensee must:

- (a) select another horse from the field that competed in the Hayden, subject to approval by the Slot Licensor;
- (b) if unable to comply with clause 5.5(a), nominate any horse to be approved by the Slot Licensor. The horse nominated by the Slot Licensee must be an Eligible Horse.

- 5.6 The Slot Licensor (in conjunction with the Slot Licensee) reserves the right to select its representative in the TAB Eureka using any means necessary, should all runners who competed in the Hayden be unavailable for the TAB Eureka prior to nominations closing.
- 5.7 The Slot Licensee acknowledges that HRAE may amend the Eureka Race Conditions and thereby agrees to the Slot Licensor varying the terms of the Slot Holder Agreement to the extent of the amendment(s).
- 5.8 The Slot Licensee must ensure compliance with the Eligibility Requirements at all times.

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 or any agreement entered into with HRAE;
 - (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 or any other agreement entered into with HRAE;
 - (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 or any agreement entered into with HRAE; and
 - (b) must disclose to the Slot Licensor any potential conflicts of interest with the Slot Licensor or HRAE 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) HRAE terminates the Slot Licensor's Slot in the Eureka for any reason;
 - (b) HRAE does not provide the consent referred to in clause 5.1;
 - (c) 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;
 - (d) 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 may, in the reasonable opinion of the Slot Licensor, 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 TAB Eureka 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 Hayden;
 - ii. the events associated with the Hayden;
 - iii. the announcement of the slot licensee;
 - iv. the announcement of the horse, trainer, driver and ownership group;
 - v. the running of the Hayden; and
 - vi. the post-race coverage of the Hayden;

including, without limitation, the names of the Slot Licensee, any owners of a horse entered in the Hayden, 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 Hayden;

- (b) agrees to request permission from the Slot Licensor prior to release any information relating to the Hayden. 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 Hayden in any manner and any activities incidental to the Hayden 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 Hayden or the TAB Eureka 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 Hayden, the TAB Eureka or the Slot Holder Agreement.
- 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.

Annexure 1

Nutrien Equine Standardbred Terms and Conditions

IMPORTANT PLEASE READ

All bids and offers to purchase shall be treated as offers made upon the following Conditions of Sale and all persons attending the sale. Or bidding at the sale are deemed to have notice of such Conditions of Sale.

CONDUCT OF SALE

- 1.1 Nutrien may appoint a person or persons as auctioneers to carry on sales under these terms and conditions and that person or persons must carry out the functions set out these terms and conditions and holds the authority which is contained in the document.
- 1.2 All auctions shall be conducted subject to these terms and conditions.
- 1.3 All bidders must register with the auctioneer prior to the commencement of the Sale.
- 1.4 The Purchaser must not be an owner, either by syndicate or part owner who:
 - 1.4.1 Cannot own an interest in a standardbred horse under the Australian Harness Racing Rules; or
 - 1.4.2 Is a TAB Competing Wagering Entity or a person who will or may reasonably engage in any commercial arrangements with a Competing Wagering Entity in connection with the Eureka.
- 1.5 For the purposes of clause 1.4.2, a TAB Competing Wagering Entity means:
 - 1.5.1 any person who is a wagering service provider other than TAB or a related body corporate of TAB; and
 - 1.5.2 any person for whom a substantial part of their revenue is derived from promoting or supporting wagering service providers other than TAB or a related body corporate of TAB, including but not limited to mypunter.com, punters.com.au and g1x.
- 1.6 The auctioneer and/or the Consignor has the absolute discretion to reject the registration of any persons or entities including, without limitation, where the bidder or any persons on whose behalf a bidder may be acting:
 - 1.6.1 has committed an offence against the *Racing Act 2002* (Qld) or the *Racing Integrity Act 2016* (Qld) or equivalent law in any other jurisdiction;
 - 1.6.2 is or has engaged in conduct which may, in the reasonable opinion of the Consignor, bring the Australian harness racing industry into disrepute;
 - 1.6.3 has committed an indictable offence, or a summary offence that involved dishonesty, fraud, stealing or unlawful betting, under any other act or repealed act;
 - 1.6.4 has committed an animal welfare offence; or
 - 1.6.5 breaches the eligibility requirements in clause 1.4 of these terms and conditions.
- 1.7 Subject to any reserve price, the highest bidder shall be the Purchaser.
- 1.8 The Purchaser may purchase a maximum of one (1) Lot.
- 1.9 Consignors must give written instruction to the auctioneer specifying the reserve price prior to commencement of the auction of their Lot(s). In the absence of such instructions, the auctioneer may sell without any reserve price or may withdraw the lot from the sale.
- 1.10 The Consignor shall have the right to bid personally or through an agent during the sale of each respective lot.
- 1.11 The Consignor shall not enter a bid personally, or through an agent/associate, at a price equal or above the Consignor's nominated reserve (unless the Consignor is only a part-owner of the lot and is bidding with the sole intention of buying out the other owner(s)).
- 1.12 The auctioneer may determine an upset price for each lot, with the sale upset set at \$0 (plus GST where applicable).
- 1.13 If a bid is disputed, or there is any other problem in relation to the Sale, the auctioneer will be the sole arbiter of the dispute and may settle the dispute or problem on whatever terms the auctioneer sees fit. The auctioneer's decision shall be final and binding on all parties.
- 1.14 The auctioneer shall have the right and absolute discretion to:

- 1.14.1 determine who is the Purchaser;
- 1.14.2 settle any dispute in such a manner as it thinks fit;
- 1.11.2 withdraw any Lot before or during the Sale without being required to provide a reason for the withdrawal;
- 1.11.3 advance the bidding as it thinks fit;
- 1.11.4 exclude any person from the Sale venue; or
- 1.11.5 refuse to acknowledge any bid without giving any reason therefore, and the Auctioneer's decision shall be final and binding upon all persons;
- 1.11.6 bid as an Agent on behalf of a principal.
- 1.11.7 Reject the bid of an unregistered buyer and re-offer the lot for sale.

1.15 All sales are made at the final bid accepted by the Auctioneer in Australian currency dollars.
(Any other bids displayed on any currency indicator board are displayed as a guide only)

UPSET PRICE: \$0 (plus GST)

CONSIGNOR'S OBLIGATIONS

- 1.16 The Consignor shall be responsible for the accuracy of any statement, description or particular, relating to the lot available on the Racing Queensland Website and from the Sales Office on the day of the Auction and shall notify the Selling Agent or Auctioneer of any error or omission or inaccuracy prior to the Sale of the particular Lot.
- 1.17 The Consignor guarantees that the lot's identity and ownership is genuine.

TITLE OF LOTS

- 1.18 Notwithstanding any express or implied provisions hereof to the contrary and notwithstanding that delivery of any Lot may have been or possession obtained; the rights afforded in a Lot shall not be effected to the Purchaser until:
 - 1.18.1 all monies payable by the Purchaser to Racing Queensland pursuant to these Conditions of Sale have been received by Racing Queensland and all bills of exchange tendered in payment of such monies have been honoured; and
 - 1.18.2 the Slot Holder Agreement has been executed by the Purchaser and provided to the Sales Day office staff.

DEFAULT BY PURCHASER

- 1.19 In the event that the Purchaser breaches any of these conditions and fails to remedy such breach within reasonable time after receiving written notice from the Consignor or Auctioneer requiring such breach to be remedied, or all monies payable by the Purchaser to Racing Queensland pursuant to these Conditions shall not have been paid and liquidated by the due date for payment thereof, or where the Auctioneer has, in its discretion, agreed to an extension of the date for payment (in which event time shall be of the essence in respect of such extended date) and the same shall not have been paid and liquidated by such extended date; the Auctioneer of the Consignor may at the time without prejudice to any other rights or remedies which the Auctioneer or Consignor may have at law or in equity and without notice to the Purchaser:
 - 1.19.1 terminate the Sale of the Lot; and/or
 - 1.19.2 immediately retake possession of the Lot and for that purpose the Purchaser hereby irrevocably grants to the Auctioneer and/or Consignor full leave and licence to enter into or upon any premises controlled by the Purchaser upon which the Lot may be or may reasonably be believed to be situated and to use any reasonable force as may be necessary for the purpose of repossessing the Lot, or as the agent of the Purchaser to enter upon any other premises upon which the Consignor may enter for the purpose or repossessing the Lot, without notice to the Purchaser and without liability to the Purchaser or any person claiming under the Purchaser; and/or
 - 1.19.3 resell the Lot by auction or private Sale at the risk and expense of the Purchaser and if upon such a resale a lower price is obtained than that for which the Purchaser had agreed to buy the Lot, the Auctioneer or Consignor may recover the difference from the Purchaser as a debt due on demand together with interest from the date of Sale to the date of payment; and/or
 - 1.19.4 exercise such other rights and remedies as the Consignor or Auctioneer may have against the Purchaser in respect of the Purchaser's default including, without limitation, recovering from the

Purchaser all costs and expenses incurred in repossessing from the Purchaser any expense of Sale, re-Sale, livery, agistment and Auctioneer commission so incurred; and/or

- 1.19.5 retain any deposit or part payment to the extent of twenty-five percent (25%) of the purchase price for the benefit of the Consignor.

RIGHTS AND LIABILITIES OF AUCTIONEER

- 1.20 The Auctioneer is selling any Lot at the Sale as agent for the Consignor whose name and address is disclosed in the Sales catalogue in respect of the Lot. Further, particulars of the Consignor of any Lot shall be furnished by the Auctioneer immediately upon request.
- 1.21 Except, as otherwise expressly provided to the contrary, the Auctioneer has no liability or rights as principal in the capacity of a Consignor.
- 1.22 In the event of any dispute including without limitation, as to defects in title, misdescription, pedigree condition or otherwise, the Purchaser and the Consignor shall settle the matter between themselves and the Purchaser shall have no rights against nor return any Lot to the Auctioneer which acts in respect of the Sale merely as agent for the disclosed Consignor.
- 1.23 Notwithstanding any representation or action by the Auctioneer which may indicate the contrary, the Auctioneer shall be under no liability to the Consignor in respect of the Purchaser's failure to complete his purchase in accordance with these Conditions of Sale.
- 1.24 If the Auctioneer accounts to the Consignor for the purchase price or the balance of the purchase price owed to the Consignor less any monies owed by the Consignor to the Auctioneer, before the purchase price and other amounts payable by the Purchaser have been paid, title to the Lot shall thereupon pass to the Auctioneer, and the Auctioneer shall have the right and remedies under these Conditions as if it were the Consignor.
- 1.25 The description of all Lots has been provided by the Consignors, and the Auctioneer shall not be liable or responsible for any error whatsoever in the description of the Lot.
- 1.26 The rights and remedies of the Auctioneer under these conditions shall not be affected by reason of the selling commission and charges of the Auctioneer having been deducted by the Auctioneer from any payment made by the Auctioneer to the Consignor. As between the Purchaser and the Auctioneer, the Purchaser waives all rights of set off, if any, the Purchaser may have against the Consignors between the Purchaser and the Consignor.
- 1.27 The Auctioneer or its servants may sign the Sale Book or any Memorandum of Sale on behalf of either the Consignor or the Purchaser or both.
- 1.28 The Auctioneer reserves all rights to use or publish details of biddings, the identity of the Consignor and the Purchaser and all matters related to the sale of any Lot as it thinks fit.

CONDITIONS AND WARRANTIES

- 1.29 Other than for any express conditions, warranties or representations included herein, or as may be implied by Federal or State legislation (including the Trade Practices Act 1974 {Cwth}) and which may be excluded by agreement:
 - 1.29.1 all conditions, warranties and representations in respect of a Lot or a Sale are hereby excluded;
 - 1.29.2 no condition, warranty or representation is given or implied or any be inferred from any affirmation made at or before the Sale or any of the circumstances of the Sale; and
 - 1.29.3 the Purchaser acknowledges that, in making any purchase, he is relying solely on his own enquires and inspection, and that he has not relied or been induced by any statement or representation made by the Consignor or the Auctioneer or by any person purporting to act on their behalf.

OCCUPATIONAL HEALTH AND SAFETY

- 1.30 To the extent that a Consignor or a purchaser or their employees or agents may conduct any activities at the premises of the Sale Venue then that Consignor or purchaser shall be responsible, to the exclusion of the auctioneer, for establishing and observing appropriate occupational health and safety procedures and for complying with any relevant legislation provisions, in relation to those

activities.

- 1.31 A Consignor or purchaser conducting any activities on the premises of the Sale Venue does so at his own risk in all respects and must indemnify the auctioneer in respect of any claims for personal injury or damage to property which may be made against the auctioneer arising out of any such activities.

ATTORNEY

- 1.32 The Consignor and the Purchaser for the purpose of enabling the Auctioneer to give full force and effect to these Conditions, each irrevocably appoint the Auctioneer his true and lawful attorney, with full power in his name or in the name of the Auctioneer to do all such things, to take all such action, to sign and execute all such documents, and give such instructions for the purpose of these Conditions as may be necessary or in the Auctioneer's opinion desirable, and hereby agrees to ratify and affirm anything done by the Auctioneer as such attorney.

INTERPRETATION

- 1.33 In these Conditions: "Auctioneer" means (the selling Agent at each Sale) and includes its officers and agents. "Purchaser" means the person or corporation to whom any Lot is sold as referred to in Condition 1. "Consignor" means the person or corporation on whose behalf any Lot is sold by the Auctioneer and where more than one, shall mean each severally and any two or more jointly. "Promoter" means a third party (if any), identified in the Sale catalogue or other documentation issued in respect of the Sale as the promoter or sponsor of the Sale or of a closed race series or incentive race series in association with which the Sale is conducted. "Series Race" means the closed race series or incentive race series (if any) identified in the Sale Catalogue or other documentation issued in the respect of the Sale. "Lot" or "lot" includes gelding, colt and filly. The expression "colt" includes rig or cryptorchid, namely male animals in which one or both testes have not descended into the scrotum from the abdomen; however, it is the responsibility of the Consignor to have the Auctioneer announce that the "colt" is a rig or cryptorchid if that be so.
- 1.34 Where the Purchaser of any Lot comprises more than one person or corporation, these Conditions shall bind each such person or corporation severally and any two or more of such persons or corporations jointly.
- 1.35 Where any Lot is purchased by a person as an agent for a principal, whether disclosed or undisclosed, with agent shall, without prejudice to the principal's obligations pursuant to these Conditions, be personally bound to purchase the Lot for the price accepted by the Auctioneer upon these Conditions and the term "Purchaser" shall be construed to mean each of the agent and the principal severally and both the agent and the principal jointly

GST EXCLUSIVE SALE

- 1.36 The Nutrien Equine Standardbred Yearling Sales will be conducted as a GST exclusive sale.

DISCLAIMERS

- 1.37 For the information of the Purchaser, the Auctioneer has provided certain information on the lots catalogued for Sale. Any information is obviously subject to constant change and revision and its subsidiaries, officers and agent for themselves and for those whom they act, provide all information with responsibility and give no guarantee whatsoever as to its accuracy.
- 1.38 All persons who attend the Sale do so entirely at their own risk and neither (the Auctioneer), its subsidiaries, officers and agent for themselves and for those whom they act, nor the Promoter, subsidiaries, officers and agent for themselves and for those whom they act assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur to any person or property.

CATALOGUE DISCLAIMER

- 1.39 All care has been taken in the production of this catalogue in relation to the accuracy of information contained herein. The catalogue producers will accept no responsibility for any inaccuracies contained but will undertake to the best of their ability to correct any inaccuracies during the Sale. Please note, any announcements made from the Auctioneer's Stand on the day of the Sale will take precedence over anything contained within the Catalogue.

CHANGING ADDRESS

1.40 It is the responsibility of purchasers to inform Nutrien of your contact details to change information necessary for the delivery of appropriate notices pertaining to all sale ownership, registration and race series matters.

PAYMENT OF PURCHASES

1.41 All Purchasers must report to the Sale Office to:

1.41.1 execute the Slot Holder Agreement.

1.42 Racing Queensland will issue the purchaser with an invoice in accordance with the Slot Holder Agreement.

PERSONS ACTING AS AGENTS

1.43 Any person acting as agent in the purchase of a lot will be responsible for payment of that lot, unless prior arrangements have been made in writing with Nutrien Equine.

CONSIGNORS

1.44 Completed Slot Holder Agreements must be supplied to the Sale Day office staff, executed for transfer before the Sale commences. Failure to do so will delay payment of Sale proceeds.

Annexure 2

HRA EVENTS PTY LTD
HARNESS RACING NSW
& NEW SOUTH WALES HARNESS RACING CLUB

THE TAB EUREKA

Saturday, September 7th 2024

(Tabcorp Park Menangle, New South Wales)

1. RACE CONDITIONS

2300 Metres.

For Three and Four Year Old Australian Bred Standardbred Pacers who are authorised to race in Australia.

Australian Bred means the progeny of a Mare registered in the Australian Trotting Stud Book and domiciled in Australia when served by a Stallion who is also registered in the Australian Trotting Stud Book at the time of that service.

Field limited to a maximum of ten (10) starters, all across the front, plus up to four (4) emergencies to be determined by The TAB Eureka Race Committee specified in Race Condition 5 below at final acceptance time.

There is a preferential barrier draw based on age and sex. (PBD/AGE/SEX)

The emergencies will be included in the barrier draw.

2. PRIZE POOL

Of \$2,100,000 and Trophies

Prizemoney:

First Horse –	\$1,000,000 and Trophies
Second Horse –	\$400,000
Third Horse –	\$200,000
Fourth Horse –	\$100,000
Fifth Horse –	\$55,000
6 th to 10 th Horses -	\$45,000

(Trainers to receive 10% of prizemoney and drivers to receive 5% of prizemoney for first to fifth horses, as per HRNSW standard prizemoney allocation)

Bonuses:

Total Bonuses: \$130,000

First Colt to cross the finish line - \$30,000 paid to be paid the Slot Holder First to Tenth Horse starting - \$10,000 paid to the Breeder

All payments to be made individually after confirmation of a negative swab sample from that runner.

3. RACING RULES

The race shall be conducted in accordance with the Australian Harness Racing Rules (AHRR) and local rules as administered by Harness Racing New South Wales (HRNSW). A copy of the rules will be available on their website.

4. NOMINATION AND ACCEPTANCE

In consideration of payment of the Slot Holder Licence Fee in full, the Slot Holder Licensee, as at the Race Acceptances Date, is entitled to an entry in the Race.

Final Acceptances are made by approved Slot Holder Licence /nominated representatives based on an acknowledged agreement between parties.

FINAL DECLARATION – Close at 10:00am Friday, 30 August 2024

5. DECLARATION OF EMERGENCIES

Up to four emergency runners may be declared for The TAB Eureka Race.

The horses to be declared as emergencies for The TAB Eureka Race will be chosen by The TAB Eureka Race Panel (A panel of experts independent of the Slot Holders chosen by Harness Racing New South Wales and New South Wales Harness Racing Club and HRA Events).

The declaration of emergencies for The TAB Eureka Race will be a list only and not necessarily an order of entry in the event of a scratching. The Slot Holder Licensee is permitted to select any one of the remaining available declared emergency horses at its discretion.

In the event of a scratching from The TAB Eureka Race with a veterinary certificate, elevation of an emergency into the field will be upon selection by the Slot Holder Licensee that declared the scratched horse.

For the avoidance of doubt the first scratching will be given the first opportunity to select in the first 120 minutes after scratching or such lesser time as advised.

A race is to be conducted at Tabcorp Park Menangle on Saturday, 7th September 2024 which will act as a consolation race for The TAB Eureka. The Emergencies from The TAB Eureka will, if they nominate, have first preference for this race.

6. SLOT HOLDER LICENCE FEES & DATES

The Slot Holder Licence Fees are payable in accordance with the Slot Holder Licence Agreements and no entry will be accepted without the required payment made within 90 days of being offered a Slot.

7. GENERAL MATTERS

- 7.1 HRA may at its absolute discretion reject the declaration by a Slot Holder Licensee of a horse that is not regarded as being of sufficient class or standard to compete in the Race.
- 7.2 The Race is scheduled to be run on Saturday, 7th September 2024. However, Harness Racing New South Wales and New South Wales Harness Racing Club (Event Hosts) may run the Race at a delayed time due to conditions affecting the ability to race as required by the Australian Harness Racing Rules. It shall be postponed to an appropriate time as soon as is practicable.
- 7.3 Harness Racing New South Wales may refuse the nomination and/or acceptance of any horse in the Race for any reason permissible under the Australian Harness Racing Rules. Further, in the event that the nomination and/or acceptance of a horse in the Race is refused, or the horse is scratched or disqualified under the AHRR, then the Australian Harness Racing Rules apply in respect of any prizemoney distribution.
- 7.4 Harness Racing New South Wales and New South Wales Harness Racing Club reserve the right to decline any nomination and/or acceptance lodged with Harness Racing New South Wales from a Slot Holder with outstanding debts of the Slot Holder or relevant licenced trainer of the entered horse, owed to Harness Racing New South

Wales.

- 7.5 Nominations for the above race shall only be received on condition that the Australian Harness Racing Rules administered by Harness Racing New South Wales now or hereafter in force shall be binding in all respects.
- 7.6 Harness Racing New South Wales and New South Harness Racing Club reserves the right to make from time to time any necessary alteration or modification to the conditions governing the race.
- 7.7 An accepted nominated horse, including emergencies, may be subject to Retention Barn procedures under the management and care of the Event Hosts in the lead up to the race.

Scratchings and Substitution of Emergency Horse(s)

7.8 If Slot Licensee's horse is scratched after nomination and before 12pm on the day of the Race:

- a) with a certified veterinary certificate approved by Harness Racing NSW and confirmed by Harness Racing NSW's regulatory veterinarian, as determined by Harness Racing NSW in its absolute discretion, then the Slot Holder Licensee will be permitted to select one of the remaining available emergency horses to run in the Race on the terms and conditions set out in these Race Conditions. If there is no emergency horse available, the Slot Holder Licensee will receive last place prizemoney;
- b) without a veterinary certificate approved by Harness Racing NSW and confirmed by Harness Racing NSW's regulatory veterinarian, as determined by Harness Racing NSW in its absolute discretion, then the Slot Holder Licensee will not be entitled to a runner in the Race and the Slot Holder Licensee will forfeit the right to any prizemoney;
- c) If an emergency selected by a Slot Holder Licensee pursuant to the above is then subsequently also the subject of a scratching accompanied by a veterinary certificate, the Slot Holder Licensee may select another emergency in accordance with these Race Conditions;

- d) Where a horse declared by a slot holder licensee is scratched in accordance with these Racing Conditions 7.8 (a) or (c) the Slot Holder Licensee must nominate the emergency runner to take that horse's place in the field as soon as practical and not later than 120 minutes after the time of scratching. If an emergency has not been selected within this timeframe, The TAB Eureka Race Panel may at its discretion assign a horse to that slot licensee.

Any horse scratched from the event, following final acceptances, until 12pm on the day of the race will be subject to a stand down period of 14 days.

7.9 If Slot Holders Licensee's horse is scratched after 12pm on the day of the Race:

- a) with a certified veterinary certificate approved by Harness Racing NSW and confirmed by Harness Racing NSW's regulatory veterinarian, as determined by Harness Racing NSW in its absolute discretion, then the Slot Holder Licensee will not be entitled to a runner in the Race and receive last place prizemoney;
- b) without a veterinary certificate approved by Harness Racing NSW and confirmed by Harness Racing NSW's regulatory veterinarian, as determined by Harness Racing NSW in its absolute discretion, then the Slot Holder Licensee will not be entitled to a runner in the Race and the Slot Holder Licensee will forfeit the right to any prizemoney.

7.10 If Harness Racing NSW receives a Harness Racing NSW veterinary report after the Race Acceptances Date and before 7.30am on the day of the Race that a particular horse is not, or cannot reasonably be expected to be, fit to compete in the Race, then Harness Racing NSW under the Australian Harness Rules of Racing may scratch the horse. Clause 7.9 (a) will then apply as if the horse was scratched with a certified veterinary certificate approved by Harness Racing NSW.

7.11 In the event that an emergency horse is selected to run in the Race in place of a horse scratched by the Slot Holder Licensor and the Slot Holder Licensee is entitled to a runner in the race as described above then the following terms and conditions are agreed between the Slot Licensor and the owner(s) of the emergency horse:

- a) The owner(s) and trainer of the emergency horse retain all responsibilities under the AHRR.
- b) The prizemoney is to be paid as follows as set out in the attachment unless the parties have made a separate agreement in writing and provided it to HRA Events

on or prior to The TAB Eureka Race Race day.

- c) All TAB Eureka Race Trophies will belong to the slot holder licensee if an emergency horse wins or places in The TAB Eureka Race.
- d) The driver of any emergency horse running in The TAB Eureka Race will wear the racing colours determined by the Slot Holder Licensee.

		Emergency Runner Allocation	
Finish	Total	Slot Holder Licensee	Emergency Horse Owner
1st	\$1,000,000	\$600,000	\$400,000*
2nd	\$400,000	\$240,000	\$160,000*
3rd	\$200,000	\$120,000	\$80,000*
4th	\$100,000	\$60,000	\$40,000*
5th	\$55,000	\$35,000	\$20,000*
6th- 10th	\$45,000	\$33,750	\$11,250*

- The trainer and driver entitlements will be deducted from the Emergency Horse owner entitlement.
- There will be \$10,000 paid to each Breeder of the horses that race.
- There will be \$30,000 paid to the Slot Holder Licensee of the first colt to cross the finish line.
- Emergency Horse owner is responsible to pay the trainer and driver where an emergency horse is selected to run.