

General Conditions for the use of Queensland Race Information effective from 1 July ~~2019~~2021

This schedule sets out the conditions imposed on the Authorised Operator.

1. Defined terms and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Act means the *Racing Act 2002* (Qld).

Aggregate Bet Backs means the aggregate amount paid, or contracted to be paid, by the Authorised Operator under Betting Transactions on a Race which constitute Bet Backs with a Licenced Wagering Operator.

Approved Supplier means Racing Australia Limited (ABN 89 105 994 330), Australian Associated Press Pty Limited (ABN 88 006 180 801), Live Datacast Pty Limited trading as BettorData (ABN 65 125 563 822), Greyhound Racing Victoria (ABN 76 642 748 029) or Racing Information Services Enterprise Pty Ltd (ABN 96 131 989 761).

Assessable Turnover means:

- (a) for On-Course Bets, Bets Taken plus the MJML Eligible Portion minus Aggregate Bet Backs;
- (b) for Totalisator Bets, Bets Taken;
- (c) for Totalisator Derived Bets Taken, Bets Taken plus the MJML Eligible Portion; and
- (d) for Other Bets, Bets Taken plus the MJML Eligible Portion minus Aggregate Bet Backs.

[Assessment Dispute Notice has the meaning given in clause 3.5\(t\).](#)

Audit Purpose means to enable Racing Queensland to review, monitor or verify:

- (a) compliance with the Authority; and
- (b) the amounts paid or payable by the Authorised Operator under the Authority.

Authorised Operator means a Licensed Wagering Operator who has been granted a Race Information Authority by Racing Queensland.

Authorised Representative means a person who is an employee of the Authorised Operator who has been authorised by the Authorised Operator to perform each of the functions set out in clauses 6.1(a) and 7.4(b).

Authority comprises a Race Information Authority, these General Conditions and any special conditions.

Authority Period means the period stated in the Race Information Authority issued to the Authorised Operator.

Bet Back means a bet made by an Authorised Operator on the "backers" side of a bet with another Licensed Wagering Operator authorised to use Queensland Race Information pursuant to a current Race Information Authority, for the purposes of reducing, completely or

partly, the liability of a bet received by the Authorised Operator on a Race. Where the bet constituting the Bet Back relates to a MJML Bet, the Bet Back will only be a bet back to the extent of the MJML Eligible Portion.

Bet Back Revenue means the aggregate amount of all winning Bet Backs made by the Authorised Operator in respect of a Race but excluding rebates and commissions received by the Authorised Operator in respect of those Bet Backs.

Bets Paid means the aggregate of:

- (a) all moneys paid or credited to customers by the Authorised Operator in respect of winning bets under Betting Transactions other than amounts paid to customers in relation to:
 - (i) winning MJML Bets; and
 - (ii) winning Free Bets; and
- (b) the MJML Eligible Portion,

but excluding:

- (c) all amounts paid or credited to customers by way of, in connection with, or by way of economic equivalence to, commissions, rebates or incentives; and
- (d) Pooling Fees, taxes, product fees, payments made to racing industry bodies or other costs of the Authorised Operator.

Bets Taken means the aggregate of all amounts paid or contracted to be paid to the Authorised Operator under Betting Transactions placed on a Race other than amounts paid or contracted to be paid to the Authorised Operator in relation to MJML Bets. For the avoidance of doubt, Bets Taken:

- (a) includes the amount of any Betting Transaction which is made by another wagering operator to lay-off that wagering operator's liability;
- (b) will be adjusted to reflect any adjustment of the face value of a Betting Transaction to correct an operator error or a systems error;
- (c) includes all amounts paid, or contracted to be paid, by customers to the Authorised Operator under Betting Transactions, regardless of whether those amounts are ultimately received by the Authorised Operator;
- (d) includes all Free Bets;
- (e) includes all amounts paid or contracted to be paid to the Authorised Operator in relation to Betting Transactions involving two or more contingencies, all of which resulted on the Race; and
- (f) will not be adjusted to deduct any amount paid, refunded or credited to the customer by the Authorised Operator in relation to a non-winning Bet Taken including, for example, 'money back offers', but will be adjusted to reflect a refund of a validly cancelled Betting Transaction under any applicable law.

Betting Act means *Betting Tax Act 2018 (Qld)*²;

Betting Exchange has the meaning given in section 132 of the Act.

Betting Exchange Bet means all bets placed or accepted through a Betting Exchange with a wagering operator licensed to conduct a Betting Exchange.

Betting Intermediary means a person which:

- (a) provides a service designed to facilitate the placing and acceptance of bets or wagers between persons; or
- (b) carries on a business of aggregating money received from third parties and using that money to place bets or wagers either as agent for the third parties or as principal,

using in whole or in part a website or other internet portal or platform (**Intermediary Platform**):

- (c) and includes any person that owns or controls the Intermediary Platform; but
- (d) excludes any such service or platform conducted directly by an Authorised Operator.

Betting Intermediary Arrangement means any Scheme in respect of which:

- (a) the Authorised Operator enters into a Betting Transaction facilitated through, or placed by, a Betting Intermediary; or
- (b) the Authorised Operator permits or allows the publication of the odds being offered by the Authorised Operator on Races with the purpose, intent or effect of encouraging members of the public to place bets or wagers.

Betting Transaction means:

- (a) other than in relation to Betting Exchange Bets, a contract between an Authorised Operator and a customer, by which a bet or wager is placed with and accepted by the Authorised Operator in relation to a Race (or a contingency related to a Race); and
- (b) in relation to Betting Exchange Bets, a contract between a customer of an Authorised Operator on the "backers" side and another person on the "lay side" (which may be the Authorised Operator or a third party who is also a customer of the Authorised Operator) by which a bet or wager is placed in relation to a Race (or a contingency related to a Race).

Business Day means any day other than a Saturday, Sunday or public holiday in Brisbane, in the State of Queensland.

Complainant means a person who submits a Complaint.

Complaint means a written complaint submitted on the electronic form at <http://www.racingqueensland.com.au/corporate/wagering-licencing/minimum-bet-limits> in relation to the Authorised Operator for an alleged breach of the obligations set out in clause 10.

Determination Dispute Notice has the meaning given in clause 3.6(h).

Eligible Authorised Operator has the meaning given in clause 3.5(b).

Final Field Market means a market that has been created on a relevant race subsequent to the final declaration of acceptors for that race as published or defined by Racing Queensland or an Approved Supplier.

Final Promotional Strategy means for an Eligible Authorised Operator, the Promotional Strategy for the relevant Financial Year setting out:

- (a) the allocation (if any) of the Promotional Fund to Promotional Initiatives as agreed between Racing Queensland and an Eligible Authorised Operator in accordance with clause 3.5(h)(i); and
- (b) the allocation (if any) of the Promotional Fund to the Promotional Initiatives as determined by Racing Queensland and the Eligible Authorised Operator in accordance with clause 3.5(g)(ii); and
- (c) the reporting obligations that the Eligible Authorised Operator must follow in delivering the Promotional Strategy as agreed under clause 3.5(g)(ii) and as directed by Racing Queensland under clause 3.5(h)(iv).

as may be amended from time to time in accordance with clauses 3.5(o)(i) or 3.5(o)(ii)A.

Financial Records has the meaning given in clause 8.2.

Financial Year means the period beginning on 1 July in one calendar year and ending on 30 June in the following calendar year.

Fit and Proper Person means a person who:

- (a) is of good fame, integrity and character;
- (a) has never been convicted of an offence involving fraud or dishonesty
- (b) has never been sentenced to a term of imprisonment;
- (c) is not prohibited under any law from being the director of a company; and
- (d) is not bankrupt.

Free Bet means the face value of a Betting Transaction where the customer does not make a financial contribution at the time the Betting Transaction is made. For the avoidance of doubt, a Free Bet does not include any Betting Transaction:

- (a) which constitutes a bad or doubtful debt of the Authorised Operator;
- (b) in respect of which payment is subsequently waived, compromised, released or forgiven by the Authorised Operator; or
- (c) where there is an amount paid, refunded or credited to the customer by the Authorised Operator in relation to a non-winning Bet Taken including, for example, 'money back offers'.

Good Faith means acting lawfully, honestly and reasonably.

Greyhound Standard Race Meeting means a Race Meeting at which at least one greyhound Race occurs.

GST means goods and services tax pursuant to the GST Law.

GST Law has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Adjustment means:

- (a) the amount calculated in accordance with the following formula:

$$PTGR - (PTGR \div 1.1)$$

where *PTGR* is the Pre-Tax Gross Revenue; or

- (b) if the Authorised Operator makes an election in writing for a Month, the net GST actually payable by the Authorised Operator in respect of all the transactions taken into account in determining the Pre-Tax Gross Revenue.

Harness Standard Race Meeting means a Race Meeting at which at least one harness Race occurs.

[Ineligible Authorised Operator has the meaning given in clause 3.5\(a\).](#)

Licensed Wagering Operator has the meaning given in section 131 of the Act.

[Market Share Growth Bonus means an amount equal to 0.025% of an Eligible Authority Operator's Super Assessable Turnover up to a maximum amount of the Market Share Growth Bonus Cap.](#)

[Market Share Growth Bonus Cap means in any Financial Year and for each Eligible Authorised Operator, the lesser of the following amounts:](#)

[\(a\) \\$625,000; and](#)

[\(b\) 1.2% of Race Field Fees paid by an Eligible Authorised Operator on its Super Assessable Turnover in that Financial Year.](#)

Metropolitan Thoroughbred Race means a Thoroughbred Race classified by Racing Queensland as a metropolitan race as specified on the racing calendar at <http://www.racingqueensland.com.au/racing-and-results/full-calendar> or <http://www.racingaustralia.horse/>, as amended from time to time.

Minimum Bet Limit has the meaning given in clause 10.

MJML Bet which stands for Multi-Jurisdiction/Multi-Leg Bet, means a bet where:

- (a) the result of the bet depends on the combined outcome of a number of events in a number of jurisdictions; and
- (b) the Race is at least one of the events on which the outcome of the bet depends.

MJML Eligible Portion in respect of a Race, is calculated by reference to the MJML Eligible Portion Calculation and means the aggregate of the following:

- (a) each MJML Eligible Portion Calculation that resulted on the Race; and
- (b) each MJML Eligible Portion Calculation where:
- (i) the Race was one of the contingencies forming part of the MJML Bet; and
- (ii) the MJML Bet resulted on an event (other than the Race) that occurs within the same Month as the Race.

MJML Eligible Portion Calculation means the amount calculated as follows:

$$\text{MJML Eligible Portion Calculation} = A \times \frac{B}{C}$$

where:

A means the amount paid or contracted to be paid to the Authorised Operator under a MJML Bet;

B means the number of contingencies within the MJML Bet that relate to a Race; and

C means the number of contingencies with the MJML Bet.

Month means a calendar month.

Net Customer Winnings means, for a customer of a Betting Exchange, the net amount payable to the customer from all bets on a Race contracted by the customers before any fees or charges are deducted by the betting exchange (provided that if, in relation to a particular Race, such net amount is a negative number, it will be deemed to be zero).

Net Revenue means:

(a) Pre-Tax Gross Revenue; minus

(b) any applicable GST Adjustment.

Non-metropolitan Thoroughbred Race means a Thoroughbred Race which is not a Metropolitan Thoroughbred Race.

Official Price means the official price recognised by the Stewards or as otherwise prescribed by Racing Queensland from time to time.

On-Course Bets means all bets that are placed on-course with a Licensed Wagering Operator that:

(a) does not offer or accept Totalisator Bets; and

(b) exclusively conducts an on-course wagering business.

Other Bets means all bets other than On-Course Bets, Totalisator Bets, Totalisator Derived Bets and Betting Exchange Bets that are placed with a Licensed Wagering Operator.

Other Revenue means, in the case of an Authorised Operator which is a Betting Exchange, any commissions and other fees charged by the Betting Exchange in relation to a Race.

Pooling Fees means any fees payable by or received by the Authorised Operator from a wagering operator for or in connection with allocating Betting Transactions to a totalisator pool.

Prescribed Outcome means:

(a) reducing the amount of, or deferring the due date for payment of, any Race Field Fee that, but for the operation of the Scheme, would have been payable by the Authorised Operator to Racing Queensland; or

(b) otherwise not being bound by an obligation under these General Conditions which, but for the operation of the Scheme, the Authorised Operator would be bound.

Pre-Tax Gross Revenue means:

(a) Assessable Turnover; minus

(b) Free Bets; minus

(c) Bets Paid; plus

(d) Bet Back Revenue.

Premium Thoroughbred Meeting means any ~~Metropolitan Thoroughbred~~ thoroughbred Race Meeting that contains at least one Race with prize money of no less than \$125,000 (excluding any applicable bonus paid pursuant to the Queensland Thoroughbred Incentive Scheme) (**Qualifying Race**), and for the avoidance of doubt, includes:

- (a) where a thoroughbred Race Meeting containing a Qualifying Race is rescheduled or relocated, the Race Meeting as rescheduled or relocated; or
- (b) where a Qualifying Race is rescheduled or relocated to another Race Meeting, that other Race Meeting.

Promotion Initiatives means:

- (a) bonus bets or free bets, money back offers, special product pricing or other generosityes specifically offered on Queensland Races;
- (b) content, media, form or data publication specifically promoting Queensland Races; and
- (c) such other initiatives as may be agreed between the Eligible Authorised Operator and Racing Queensland.

Promotional Fund means 0.075% of the Eligible Authorised Operator's Super Assessable Turnover for the relevant Financial Year up to a maximum amount of the Promotional Fund Cap.

Promotional Fund Cap means in any Financial Year and for each Eligible Authorised Operator, the lesser of the following amounts:

- (a) \$1,875,000; and
- (b) 3.5% of Race Field Fees paid by an Eligible Authorised Operator on its Super Assessable Turnover in that Financial Year.

Promotional Strategy means an annual promotional strategy for a Financial Year in the form of a plan that sets out the proposed percentage allocation of an Eligible Authorised Operator's Promotional Fund to the Promotion Initiatives for that Financial Year with the intended effect of increasing wagering demand on Queensland Races during that Financial Year.

Proposing Party has the meaning given in clause 3.5(m).

Publicly Display means to display to the public generally, including, but not limited to:

- (a) on a semaphore board; or
- (b) at an electronic betting terminal, or
- (c) on a website without requiring a person to identify himself or herself (for example, by requiring a person to log in).

Qld Market means in any Financial Year, the Total Assessable Turnover for an Eligible Authorised Operator.

Qld Product Market Share means Qld Market divided by Total Market in any financial year.

Queensland Race Information has the meaning given in section 131 of the Act.

Race means a race that is:

- (a) scheduled to be held; or

(b) held,

in the State of Queensland during the Authority Period.

Race Information Authority has the meaning given in section 131 of the Act.

Race Field Fees means the fees payable by the Authorised Operator under the Authority for the use of Queensland Race Information.

Race Meeting means a meeting of Races.

Reimbursement Invoice [has the meaning given in clause 3.5\(l\).](#)

Regulations means the *Racing Regulation 2013* (Qld).

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Related Documents has the meaning given in clause 8.3(b)(i)C.

Relevant Bet Types means each of the following types of bets:

- (a) win;
- (b) place;
- (c) trifecta;
- (d) exacta;
- (e) quinella;
- (f) duet;
- (g) first 4;
- (h) multiples, [including same race and same meeting multiples](#);
- (i) doubles;
- (j) fixed odds;
- (k) starting price;
- (l) best fluctuation;
- (m) concession;
- (n) ~~Totaliser~~ [Totalisator](#) odds;
- (o) jockey challenge;
- (p) quadrella.
- (q) trio; and
- (r) treble.

Relevant Fixed Odds Bet [has the meaning given in clause 10.1\(a\).](#)

[Responding Party has the meaning given in clause 3.5\(m\).](#)

Retail Outlet means a commercial or retail venue in which the Authorised Operator is authorised under relevant laws to offer or accept bets at such venues, including without limitation, agencies, hotels, pubs, clubs and racecourses.

Scheme means:

- (a) any agreement, arrangement, understanding, promise or undertaking, whether express or implied and whether or not enforceable, or intended to be enforceable by legal proceedings; and
- (b) any scheme, plan, proposal, action, course of action or course of conduct, whether unilateral or otherwise.

Stewards means persons appointed by the Queensland Racing Integrity Commission to perform the duties and functions of stewards under the *Racing Integrity Act 2016* (Qld) and the rules of racing and includes deputy stewards appointed by the Queensland Racing Integrity Commission.

Submission Template means the Racing Queensland Submission Template available at <http://www.racingqueensland.com.au/corporate/wagering-licencing/race-information>, as amended from time to time.

[Super Assessable Turnover means Assessable Turnover in excess of \\$15 million.](#)

Thoroughbred Standard Race Meeting means a Race Meeting, other than a Premium Thoroughbred Meeting, at which at least one Thoroughbred Race occurs.

Thoroughbred Race means a Race held at a Premium Thoroughbred Meeting or Thoroughbred Standard Race Meeting.

Total Assessable Turnover means the aggregate value of Assessable Turnover, [including Super Assessable Turnover, if any,](#) for the relevant period.

[Total Market means in any Financial Year, all wagering turnover, as defined by the relevant Principal Racing Authority, earned by the Eligible Authorised Operator for all races conducted in all Australian states and territories.](#)

Totalisator has the meaning given in section 8 of the Betting Act.

Totalisator Bets means all bets which are placed in Totalisator pools with a wagering operator licensed in Australia to conduct Totalisator betting.

Totalisator Derived Bets means a Betting Transaction in respect of which the odds provided or quoted by the Authorised Operator are derived from or calculated or expressed to be by reference to Totalisator Odds.

Totalisator Odds means odds which are determined by the result of operation of a Totalisator on any event.

Wagering Information means all data which is reasonably required by Racing Queensland to calculate Race Field Fees, including the data listed in the Submission Template.

Wagering Monitoring System has the meaning given in section 131 of the Act.

1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.

- (b) Mentioning anything after 'includes', 'including', 'for example' or similar expressions does not limit what else might be included.
- (c) The following rules apply unless the context requires otherwise:
 - (i) The singular includes the plural, and the converse also applies.
 - (ii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
 - (iii) A reference to a person includes an individual, corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
 - (iv) A reference to a clause, schedule or annexure is a reference to a clause of, or schedule or annexure to, the Authority.
 - (v) A reference to an agreement or document (including a reference to the Authority) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by the Authority or that other agreement or document.
 - (vi) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
 - (vii) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
 - (viii) A reference to 'dollars' or '\$' is to Australian currency.
 - (ix) A reference to time is to Brisbane time.
 - (x) A reference to an amount for which a person is contingently liable includes an amount that that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability actually arises.

2. Conditions about the duration of the Authority

[The conditions in this clause 2 are imposed under section 135(3)(b) of the Act and section 6(a) of the Regulations.]

- (a) The Authority will remain in force for the duration of the Authority Period.
- (b) Racing Queensland may, in its absolute discretion, extend the Authority Period by written notice to the Authorised Operator.

3. Conditions about Race Field Fees

[The conditions in this clause 3 are imposed under section 135(3)(a) of the Act.]

3.1 Calculation of Race Field Fees

The Race Field Fee is calculated on a Monthly basis as the total of each of the following amounts for the preceding Month:

Race Field Fee (for a Month) = On-Course Betting Fee + Totalisator Fee + Other Bet Fee + Totalisator Derived Fee + Post-Month MJML Bet Fee,

Where:

On-Course Betting Fee

- (a) **On-Course Betting Fee** = Premium On-Course Betting Fee + Standard On-Course Betting Fee.
- (b) **Premium On-Course Betting Fee** = Assessable Turnover for Premium Thoroughbred Meetings derived from On-Course Bets during the Month x Premium OC Rate.
- (c) **Standard On-Course Betting Fee** = the aggregate of:
- (i) Assessable Turnover for Greyhound Standard Race Meetings derived from On-Course Bets during the Month x Greyhound OC Rate; and
 - (ii) Assessable Turnover for Harness Standard Race Meetings derived from On-Course Bets during the Month x Harness OC Rate; and
 - (iii) Assessable Turnover for Thoroughbred Standard Race Meetings derived from On-Course Bets during the Month x Thoroughbred OC Rate.
- (d) **Premium OC Rate** means:
- A. when the Assessable Turnover of the Authorised Operator is less than or equal to \$53 million for the relevant Financial Year, 1.00%; and
 - B. when the Assessable Turnover of the Authorised Operator exceeds \$53 million but is less than or equal to \$15 million for the relevant Financial Year, 2.502.00%; and
 - C. when the Assessable Turnover of the Authorised Operator exceeds \$15 million for the relevant Financial Year, 2.95%.
- (e) **Greyhound OC Rate** means:
- A. when the Assessable Turnover of the Authorised Operator is less than or equal to \$3 million for the relevant Financial Year, 1.00%; and
 - B. when the Assessable Turnover of the Authorised Operator exceeds \$3 million but is less than or equal to \$15 million for the relevant Financial Year, 2.00%; and
 - C. when the Assessable Turnover of the Authorised Operator exceeds \$15 million for the relevant Financial Year, 2.00%.
- (f) ~~(e)~~ **Harness OC Rate** means:
- A. when the Assessable Turnover of the Authorised Operator is less than or equal to \$53 million for the relevant Financial Year, 1.00%; and
 - B. when the Assessable Turnover of the Authorised Operator exceeds \$3 million but is less than or equal to \$15 million for the relevant Financial Year, 2.00%; and

C. ~~B.~~—when the Assessable Turnover of the Authorised Operator exceeds \$~~5~~15 million for the relevant Financial Year, 2.00%.

(g) Thoroughbred OC Rate means:

A. when the Assessable Turnover of the Authorised Operator is less than or equal to \$3 million for the relevant Financial Year, 1.00%; and

B. when the Assessable Turnover of the Authorised Operator exceeds \$3 million but is less than or equal to \$15 million for the relevant Financial Year, 2.00%; and

C. when the Assessable Turnover of the Authorised Operator exceeds \$15 million for the relevant Financial Year, 2.50%.

Totalisator Fee

(h) ~~(#)~~ **Totalisator Fee** = Premium Totalisator Fee + Standard Totalisator Fee.

(i) ~~(#)~~ **Premium Totalisator Fee** = Assessable Turnover for Premium Thoroughbred Meetings derived from Totalisator Bets during the Month x Thoroughbred PT Rate.

(j) ~~(#)~~ **Standard Totalisator Fee** = the aggregate of:

- (i) Assessable Turnover for Greyhound Standard Race Meetings derived from Totalisator Bets during the Month x Greyhound ST Rate; and
- (ii) Assessable Turnover for Harness Standard Race Meetings derived from Totalisator Bets during the Month x Harness ST Rate; and
- (iii) Assessable Turnover for Thoroughbred Standard Race Meetings derived from Totalisator Bets during the Month x Thoroughbred ST Rate.

(k) ~~(#)~~ **Thoroughbred PT Rate** means:

(i) when the Assessable Turnover of the Authorised Operator is less than or equal to \$~~5~~3 million for the relevant Financial Year, ~~1.50~~1.00%; and

(ii) when the Assessable Turnover of the Authorised Operator exceeds \$3 million but is less than or equal to \$15 million for the relevant Financial Year, 2.00%; and

(iii) ~~(#)~~ when the Assessable Turnover of the Authorised Operator exceeds \$~~5~~15 million for the relevant Financial Year, ~~2.50~~2.95%.

(l) ~~(#)~~ **Greyhound ST Rate** means:

(i) when the Assessable Turnover of the Authorised Operator is less than or equal to \$~~5~~3 million for the relevant Financial Year, ~~1.50~~1.00%; and

(ii) when the Assessable Turnover of the Authorised Operator exceeds \$3 million but is less than or equal to \$15 million for the relevant Financial Year, 2.00%; and

(iii) ~~(#)~~ when the Assessable Turnover of the Authorised Operator exceeds \$~~5~~15 million for the relevant Financial Year, 2.00%.

- (m) ~~(k)~~ **Harness ST Rate** means:
- (i) when the Assessable Turnover of the Authorised Operator is less than or equal to ~~\$5~~3 million for the relevant Financial Year, ~~1.50~~1.00%; and
 - (ii) when the Assessable Turnover of the Authorised Operator exceeds \$3 million but is less than or equal to \$15 million for the relevant Financial Year, 2.00%; and
 - (iii) ~~(ii)~~ when the Assessable Turnover of the Authorised Operator exceeds \$~~5~~15 million for the relevant Financial Year, 2.00%.

- (n) ~~(l)~~ **Thoroughbred ST Rate** means:
- (i) when the Assessable Turnover of the Authorised Operator is less than or equal to ~~\$5~~3 million for the relevant Financial Year, ~~1.50~~1.00%; and
 - (ii) when the Assessable Turnover of the Authorised Operator exceeds \$3 million but is less than or equal to \$15 million for the relevant Financial Year, 2.00%; and
 - (iii) ~~(ii)~~ when the Assessable Turnover of the Authorised Operator exceeds \$~~5~~15 million for the relevant Financial Year, ~~2.00~~2.50%.

Other Bet Fee

(o) ~~(m)~~ **Other Bet Fee** = Premium Other Bet Fee + Standard Other Bet Fee.

- (p) ~~(n)~~ **Premium Other Bet Fee** = the aggregate of:
- (i) 35.00% of Other Revenue for Premium Thoroughbred Meetings derived from Betting Exchange Bets during the Month; and
 - (ii) when the Assessable Turnover of the Authorised Operator is less than or equal to ~~\$5~~3 million for the relevant Financial Year, the Assessable Turnover for Premium Thoroughbred Meetings derived from Other Bets during the Month x ~~1.50~~1.00%; and
 - (iii) when the Assessable Turnover of the Authorised Operator exceeds \$3 million but is less than or equal to \$15 million for the relevant Financial Year, the Assessable Turnover for Premium Thoroughbred Meetings derived from Other Bets during the Month x 2.00%; and
 - (iv) ~~(iii)~~ when the Assessable Turnover of the Authorised Operator exceeds \$~~5~~15 million for the relevant Financial Year, the greater of:
 - A. ~~2.75~~3.15% of Assessable Turnover; or
 - B. 26.00% of Net Revenue,

for Premium Thoroughbred Meetings derived from Other Bets during the Month.

- (q) ~~(o)~~ **Standard Other Bet Fee** = the aggregate of:
- (i) when the Authorised Operator is a Betting Exchange, the aggregate of:
 - A. 35.00% of Other Revenue for Greyhound Standard Race Meetings derived from Betting Exchange Bets during the Month; and

- B. 35.00% of Other Revenue for Harness Standard Race Meetings derived from Betting Exchange Bets during the Month; and
 - C. 35.00% of Other Revenue for Thoroughbred Standard Race Meetings derived from Betting Exchange Bets during the Month; and
- (ii) when the Assessable Turnover of the Authorised Operator is less than or equal to \$~~5~~3 million for the relevant Financial Year, the Assessable Turnover derived from Other Bets for Greyhound Standard Race Meetings, Harness Standard Race Meetings and Thoroughbred Standard Race Meetings during the Month x ~~1.5~~1.00%; and
- (iii) when the Assessable Turnover of the Authorised Operator exceeds \$3 million but is less than or equal to \$15 million for the relevant Financial Year, the Assessable Turnover derived from Other Bets for Greyhound Standard Race Meetings, Harness Standard Race Meetings and Thoroughbred Standard Race Meetings during the Month x 2.00%; and
- (iv) ~~(iii)~~ when the Assessable Turnover of the Authorised Operator exceeds \$~~5~~15 million for the relevant Financial Year, the aggregate of:
- A. the greater of:
 - 1) ~~2.00~~2.10% of Assessable Turnover; or
 - 2) ~~16.00~~17.00% of Net Revenue,

for Greyhound Standard Race Meetings derived from Other Bets during the Month; and
 - B. the greater of:
 - 1) ~~2.40~~2.15% of Assessable Turnover; or
 - 2) ~~17.00~~18.00% of Net Revenue,

for Harness Standard Race Meetings derived from Other Bets during the Month; and
 - C. the greater of:
 - 1) ~~2.45~~2.70% of Assessable Turnover; or
 - 2) ~~18.00~~22.50% of Net Revenue,

for Thoroughbred Standard Race Meetings derived from Other Bets during the Month.

Totalisator Derived Fee

(r) ~~(p)~~ **Totalisator Derived Fee** = Premium Totalisator Derived Fee + Standard Totalisator Derived Fee.

(s) ~~(q)~~ **Premium Totalisator Derived Fee** = the aggregate of:

- (i) when the Assessable Turnover of the Authorised Operator is less than or equal to \$~~5~~3 million for the relevant Financial Year, the Assessable Turnover for Premium Thoroughbred Meetings derived from Totalisator Derived Bets during the Month x ~~1.50~~1.00%; and

(ii) when the Assessable Turnover of the Authorised Operator exceeds \$3 million but is less than or equal to \$15 million for the relevant Financial Year, the Assessable Turnover for Premium Thoroughbred Meetings derived from Totalisator Derived Bets during the Month x 2.00%; and

(iii) ~~(ii)~~ when the Assessable Turnover of the Authorised Operator exceeds ~~\$5~~15 million for the relevant Financial Year, the greater of:

A. ~~3.25~~4.20% of Assessable Turnover; or

B. ~~36.00~~42.00% of Net Revenue,

for Premium Thoroughbred Meetings derived from Totalisator Derived Bets during the Month.

(t) ~~(+)~~ **Standard Totalisator Derived Fee** = the aggregate of:

(i) when the Assessable Turnover of the Authorised Operator is less than or equal to ~~\$5~~3 million for the relevant Financial Year, the Assessable Turnover derived from Totalisator Derived Bets for Greyhound Standard Race Meetings, Harness Standard Race Meetings and Thoroughbred Standard Race Meetings during the Month x ~~4.5~~1.00%; and

(ii) when the Assessable Turnover of the Authorised Operator exceeds \$3 million but is less than or equal to \$15 million for the relevant Financial Year, the Assessable Turnover derived from Totalisator Derived Bets for Greyhound Standard Race Meetings, Harness Standard Race Meetings and Thoroughbred Standard Race Meetings during the Month x 2.00%; and

(iii) ~~(ii)~~ when the Assessable Turnover of the Authorised Operator exceeds ~~\$5~~15 million for the relevant Financial Year, the aggregate of:

A. the greater of:

a) ~~2.00~~2.15% of Assessable Turnover; or

b) ~~46.00~~18.00% of Net Revenue,

for Greyhound Standard Race Meetings derived from Totalisator Derived Bets during the Month; and

B. the greater of:

a) 2.50% of Assessable Turnover; or

b) 21.00% of Net Revenue,

for Harness Standard Race Meetings derived from Totalisator Derived Bets during the Month; and

C. the greater of:

a) ~~3.00~~3.80% of Assessable Turnover; or

b) ~~26.00~~31.50% of Net Revenue,

for Thoroughbred Standard Race Meetings derived from Totalisator Derived Bets during the Month.

Post-Month MJML Bet Fee

(u) ~~(s)~~ Post-Month MJML Bet Fee =

- (i) where an MJML Eligible Portion of an MJML Bet in respect of a Race occurs outside the Month but where that Betting Transaction resulted within the Month, the following rates apply:
- A. when the Assessable Turnover of the Authorised Operator is less than or equal to \$~~5~~3 million for the relevant Financial Year, the rate of ~~4.51.00~~2.10% will apply to the Authorised Operator's Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet in respect of the Race; and
- ~~B.~~ B. when the Assessable Turnover of the Authorised Operator exceeds \$3 million but is less than or equal to \$15 million for the relevant Financial Year, the rate of 2.00% will apply to the Authorised Operator's Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet in respect of the Race; and
- C. ~~B.~~ when the Assessable Turnover of the Authorised Operator is more than \$~~5~~15 million for the relevant Financial Year:
- 1) if the Race referred to in clause 3.1(~~s~~u)(i) occurs at a Greyhound Standard Race Meeting, ~~the~~ the rate of ~~2.00~~2.10% will apply to the Authorised Operator's Assessable Turnover derived from the MJML Eligible Portion of ~~the MJML Bet in respect of the Race; or~~
- ~~2) if the Race referred to in clause 3.1(s)(i) occurs at a Harness Standard Race Meeting, the rate of 2.10% will apply to the Authorised Operator's Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet in respect of the Race; or~~
- ~~3) if the Race referred to in clause 3.1(s)(i) occurs at a Thoroughbred Standard Race Meeting, the rate of 2.15% will apply to the Authorised Operator's Assessable Turnover derived from the MJML Bet in respect of the Race; or~~
- 2) 4) if the Race referred to in clause 3.1(~~s~~u)(i) occurs at a Harness Standard Race Meeting, the rate of 2.15% will apply to the Authorised Operator's Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet in respect of the Race; or
- 3) if the Race referred to in clause 3.1(u)(i) occurs at a Thoroughbred Standard Race Meeting, the rate of 2.70% will apply to the Authorised Operator's Assessable Turnover derived from the MJML Bet in respect of the Race; or
- 4) if the Race referred to in clause 3.1(u)(i) occurs at a Premium Thoroughbred Meeting, the rate of ~~2.75~~3.15% will apply to the Authorised

Operator's Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet in respect of the Race.

(v) ~~(#)~~ For the avoidance of doubt, if the Authorised Operator's Assessable Turnover exceeds either the \$53 million or \$15 million threshold for the relevant Financial Year during any Month, the relevant higher rate for the relevant threshold exceeded will apply for all of that Month.

3.2 Cap on Race Field Fees on Super Assessable Turnover

- (a) This clause 3.2 does not apply to:
- (i) an Authorised Operator that conducts a Betting Exchange; or
 - (ii) any Authorised Operator's Total Assessable Turnover that is equal to or less than \$15 million in the relevant Financial Year.
- (b) If, in any Financial Year, the Race Field Fees paid on Super Assessable Turnover by an Authorised Operator to Racing Queensland exceed an amount equal to ~~2.50~~2.65% of that Authorised Operator's ~~Total~~Super Assessable Turnover (**Cap Amount**), then:
- (i) the Authorised Operator must provide Racing Queensland with notice in writing setting out:
 - A. the Race Field Fees paid on Super Assessable Turnover;
 - B. the ~~Total~~Super Assessable Turnover;
 - C. the Cap Amount; and
 - D. the amount by which the Race Field Fees paid on Super Assessable Turnover exceeded the Cap Amount (**Rebate Amount**),

for the relevant Financial Year (**Rebate Notice**);
 - (ii) the Authorised Operator must provide Racing Queensland with a Rebate Notice (if applicable) by no later than 45 Business Days after the end of the relevant Financial Year; and
 - (iii) if Racing Queensland agrees with the details set out in the Rebate Notice, then Racing Queensland will apply a credit to the Authorised Operator's account by 30 September (following the end of the relevant Financial Year) for an amount equal to the Rebate.
- (c) If the Authorised Operator's Assessable Turnover exceeds \$15 million for the relevant Financial Year during any Month, the cap set out in this clause 3.2 will apply to that Authorised Operator's Assessable Turnover in that Month and for the remaining Months, if any, in that Financial Year.

3.3 Summary

Meeting Category	On course betting	Tote <u>Totalisator</u>	Tote Derivative <u>Totalisator</u> <u>Derived</u> - greater of:	Other Bets – greater of:	Betting Exchange
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	% of Assessable Turnover	% of Assessable Turnover	% of Net Revenue	% of Assessable Turnover	% of Net Revenue	% of Assessable Turnover	% of Net Revenue
Rates when Assessable Turnover is less than or equal to \$53 million for the relevant Financial Year							
First \$53 million turnover – all codes aggregated	1.00	1.50 1.00	N/A	1.50 1.00	N/A	1.50 1.00	35.00
<u>Rates when Assessable Turnover is less than or equal to \$15 million and above \$3 million for the relevant Financial Year</u>							
<u>\$3 million to \$15 million turnover – all codes aggregated</u>	<u>2.00</u>	<u>2.00</u>	<u>N/A</u>	<u>2.00</u>	<u>N/A</u>	<u>2.00</u>	<u>35.00</u>
Rates when Assessable Turnover exceeds \$515 million for the relevant Financial Year							
Greyhound Standard Race Meetings – per Month	2.00	2.00	16.00 18.00	2.00 2.15	16.00 17.00	2.00 2.10	35.00
Harness Standard Race Meetings – per Month	2.00	2.00	21.00	2.50	17.00 18.00	2.40 2.15	35.00
Thoroughbred Standard Race Meetings – per Month	2.00 2.50	2.00 2.50	26.00 31.50	3.00 3.80	18.00 22.50	2.15 2.70	35.00
Premium Thoroughbred Meetings – per Month	2.50 2.95	2.50 2.95	36.00 42.00	3.25 4.20	26.00	2.75 3.15	35.00

3.4 Inconsistency

To the extent of any inconsistency between clauses 3.1 and 3.3, clause 3.1 will prevail.

3.5 Promotional Fund

(a) This clause 3.5 does not apply to:

- (i) an Authorised Operator that conducts a Betting Exchange; or
- (ii) any Authorised Operator that notifies Racing Queensland in writing prior to the applicable date in clause 3.5(c) that it elects to opt out of the operation of this clause; or
- (iii) any Eligible Authorised Operator that Racing Queensland has reasonably determined to be ineligible in accordance with clause 3.5(d).

(each an Ineligible Authorised Operator).

(b) Every Authorised Operator with Super Assessable Turnover (each an Eligible Authorised Operator) that is not an Ineligible Authorised Operator will be entitled to the benefit of this clause 3.5.

(c) An Eligible Authorised Operator, acting in Good Faith will provide Racing Queensland with a draft Promotional Strategy on or around the date which is:

- (i) the date on which an Eligible Authorised Operator's Total Assessable Turnover exceeded \$15 million for the previous Financial Year; or
- (ii) 30 January if:

A. the Eligible Authorised Operator's Total Assessable Turnover has not previously exceeded \$15 million but forecasts to exceed \$15 million; or

B. the Eligible Authorised Operator has not previously held a Race Field Information Authority but forecasts to exceed \$15 million

in the relevant Financial Year.

(d) If an Eligible Authorised Operator:

(i) does not provide Racing Queensland with a Promotional Strategy by the date required under clause 3.5(c); or

(ii) has, in Racing Queensland's reasonable opinion, not acted in Good Faith in:

A. submitting a Promotional Strategy; or

B. complying with a previous Final Promotional Strategy; or

C. remedying any non-compliance with a previous Final Promotional Strategy.

Racing Queensland may declare in writing that an Eligible Authorised Operator is ineligible for the purposes of this clause 3.5.

(e) The Promotional Strategy provided to Racing Queensland by the Eligible Authorised Operator must provide sufficient information to enable Racing Queensland to:

(i) consider the Eligible Authorised Operator's proposed allocation of the Promotional Fund; and

(ii) understand any limitations or restrictions (be they regulatory, licence or commercial) that apply to the actions that the Eligible Authorised Operator may take.

(f) Following receipt of an Eligible Authorised Operator's Promotional Strategy, Racing Queensland may request the Eligible Authorised Operator to provide such further information related to the Promotional Strategy and Promotional Initiatives that it reasonably requires.

(g) Within 30 Business Days of receipt of the latter of a Promotional Strategy or such further information requested under clause 3.5(f), Racing Queensland will provide its comments on the draft Promotional Strategy in writing to the Eligible Authorised Operator. Racing Queensland and the Eligible Authorised Operator will meet to discuss the draft Promotional Strategy within 15 Business Days of Racing Queensland providing comments to the Eligible Authorised Operator and, acting in Good Faith, seek to agree the Promotional Strategy:

(i) including the specific allocation of the Promotional Fund to Promotional Initiatives for the relevant Financial Year; and

(ii) any reporting obligations that the Eligible Authorised Operator must follow in delivering the Promotional Strategy.

In the event that Racing Queensland does not provide comments on the draft Promotional Strategy in writing or Racing Queensland and the Eligible Authorised Operator do not meet to discuss the draft Promotional Strategy within the

applicable timeframes set out in this clause 3.5(g), Racing Queensland and the Eligible Authorised Operator will be treated as being unable to reach agreement for the purposes of clause 3.5(h).

(h) If an Eligible Authorised Operator and Racing Queensland are unable to reach complete agreement on the Promotional Strategy in accordance with clause 3.5(g), then:

(i) to the extent that Racing Queensland and the Eligible Authorised Operator have agreed on any partial allocation of the Eligible Authorised Operator's Promotional Fund to Promotion Initiatives in accordance with clause 3.5(g)(i), such allocations will form part of the Final Promotional Strategy; and

(ii) the balance (if any) of the Eligible Authorised Operator's Promotional Fund which has not otherwise been allocated pursuant to clause 3.5(g)(i) will be determined as follows:

A. 50% by Racing Queensland; and

B. 50% by the Eligible Authorised Operator,

and such determinations will form part of the Final Promotional Strategy for that Financial Year. (For example, if an Authorised Operator's Promotional Fund totals \$1 million and the Authorised Operator and Racing Queensland agree an allocation of \$500,000 pursuant to clause 3.5(g)(i), the allocation of the remaining balance of the Authorised Operator's Promotional Fund for that year, being \$500,000, will be determined \$250,000 by Racing Queensland and \$250,000 by the Authorised Operator and such determination will form part of the Final Promotional Strategy for the relevant Financial Year.); and

(iii) to the extent that Racing Queensland the Eligible Authorised Operator have agreed on any reporting obligations in accordance with clause 3.5(g)(ii), such obligations will form part of the Final Promotional Strategy; and

(iv) to the extent that the Eligible Authorised Operator and Racing Queensland are unable to agree on reporting obligations in accordance with clause 3.5(g)(ii), Racing Queensland may direct the reporting obligations that will form part of the agreed Promotional Strategy.

(i) If any:

(i) determinations are made pursuant to clause 3.5(h)(ii); and

(ii) directions are made pursuant to clause 3.5(h)(iv),

the parties must promptly provide each other with sufficient detail on such determinations and directions as relevant.

(j) Any direction made by Racing Queensland under clause 3.5(h)(ii)A must be consistent with any limitations or restrictions communicated to Racing Queensland by the Eligible Authorised Operator under clause 3.5(e)(ii).

(k) Within 5 Business Days of the parties exchanging information in accordance with clause 3.5(i), the Eligible Authorised Operator must provide Racing Queensland with a written copy of the Final Promotional Strategy.

- (l) The Eligible Authorised Operator must:
- (i) comply with the terms of the Final Promotional Strategy, including by only expending the Promotional Fund in accordance with the terms of the Final Promotional Strategy; and
 - (ii) expend the entirety of the Promotional Fund for that Financial Year before the end of the relevant Financial year; and
 - (iii) where practical, credit Racing Queensland in connection with the Final Promotional Strategy and the application of the Promotional Fund.
- (m) From time to time, the Eligible Authorised Operator or Racing Queensland (the **Proposing Party**) may notify the other party (the **Responding Party**) in writing that it recommends an amendment to the Final Promotional Strategy in order to increase wagering demand on Queensland Races during the Financial Year.
- (n) The Responding Party will promptly consider any written recommendation made by a Proposing Party under clause 3.5(m) and notify the Proposing Party whether or not it agrees to the recommendations.
- (o) If the Responding Party:
- (i) notifies the Proposing Party under clause 3.5(n) that it agrees with the recommendations made by the Proposing Party, the Eligible Authorised Operator will provide Racing Queensland with a written copy of the Final Promotional Strategy as amended to reflect the recommended amendments; or
 - (ii) notifies the Proposing Party under clause 3.5(n) that it does not agree with the recommendations made by the Proposing Party or does not provide the Proposing Party with any notification under clause 3.5(n), both Racing Queensland and the Eligible Authorised Operator must meet within 20 Business Days of the date of the notice from the Proposing Party under clause 3.5(m) to negotiate in good faith the amendments proposed by the Proposing Party following which, if:
 - A. the Responding Party agrees to an amendment to the Final Promotional Strategy, the Eligible Authorised Operator will provide Racing Queensland with a written copy of the Final Promotional Strategy as amended to reflect the agreed amendments; or
 - B. the Responding Party does not agree to any amendment to the Final Promotional Strategy, the Final Promotional Strategy will remain unamended.
- (p) Following the Eligible Authorised Operator expending some or all of the Promotional Fund in accordance with the terms of the Final Promotional Strategy, the Eligible Authorised Operator may submit to Racing Queensland an invoice seeking reimbursement of the expended Promotional Funds (**Reimbursement Invoice**). In submitting a Reimbursement Invoice to Racing Queensland under this clause 3.5(p) the Eligible Authorised Operator must provide Racing Queensland with:
- (i) the Final Promotional Strategy; and
 - (ii) copies of any documentation substantiating the expenditure (including any third-party invoices).

- (q) Upon receipt of a Reimbursement Invoice under clause 3.5(p), Racing Queensland must promptly assess the invoice to confirm whether the amount claimed:
- (i) constituted the Eligible Authorised Operator's Promotional Funds; and
 - (ii) was expended in accordance with the terms of the Final Promotional Strategy; and
 - (iii) aligns with any estimates made in the Final Promotional Strategy around the Eligible Authorised Operator's Promotional Fund.
- Should Racing Queensland reasonably require any further information to complete this assessment, it may request that the Eligible Authorised Operator provide Racing Queensland with this information.
- (r) An Eligible Authorised Operator will promptly comply with any request received from Racing Queensland under clause 3.5(q).
- (s) Following receipt of a Reimbursement Invoice, all supporting information and any further information requested under clause 3.5(q), Racing Queensland:
- (i) will notify the Eligible Authorised Operator of the outcome of its assessment in writing including the extent to which that Racing Queensland agrees or does not agree that the amount claimed in the Reimbursement Invoice constitutes an expenditure of the Eligible Authorised Operator's Promotional Fund in accordance with the Final Promotional Strategy and the reasons for Racing Queensland's assessment; and
 - (ii) will, subject to subparagraph (iii) pay to the Eligible Authorised Operator such proportion of the Reimbursement Invoice that it agrees constitutes an expenditure of the Eligible Authorised Operator's Promotional Fund in accordance with the Final Promotional Strategy within 20 Business Days of the date of the notice given under subparagraph (i); and
 - (iii) may adjust the amount paid to the Eligible Authorised Operator under subparagraph (ii) where in Racing Queensland's opinion this is required due the actual amount of the Eligible Authorised Operator's Promotional Fund.
- (t) Where Racing Queensland does not agree that an amount claimed in a Reimbursement Invoice constitutes an expenditure of the Eligible Authorised Operator's Promotional Fund in accordance with the Final Promotional Strategy, Racing Queensland has no obligation to pay that amount to the Eligible Authorised Operator unless the Eligible Authorised Operator notifies Racing Queensland in writing within 10 Business Days that it disputes Racing Queensland's assessment (an **Assessment Dispute Notice**), in which case, clauses 3.5(u) and 3.5(v) apply.
- (u) Where the Eligible Authorised Operator has provided Racing Queensland with an Assessment Dispute Notice, both the Eligible Authorised Operator and Racing Queensland will make at least one senior representative available to enter into negotiations within 10 Business Days of receipt of an Assessment Dispute Notice and attempt in good faith to resolve the dispute.
- (v) Where Racing Queensland and the Eligible Authorised Operator:

- (i) agree upon a resolution following negotiations, Racing Queensland will make any such payment agreed within 20 Business Days of the date of agreement; or
- (ii) are unable to agree upon a resolution following negotiations, Racing Queensland has no obligation to pay that amount to the Eligible Authorised Operator.

3.6 Market Share Growth Bonus

- (a) For each Eligible Authorised Operator that is not an Ineligible Authorised Operator, Racing Queensland will reserve the Market Share Growth Bonus to be paid to the Eligible Authorised Operator in accordance with subsections (b) to (m) of this clause 3.6.
- (b) In each Financial Year of the Authority Period an Eligible Authorised Operator's Qld Market will be compared against that Eligible Authorised Operator's Total Market.
- (c) If the Eligible Authorised Operator's percentage growth in Qld Product Market Share is greater than or equal to 1.5% when compared to the Eligible Authorised Operator's Qld Product Market Share in the immediately preceding financial year, then Racing Queensland agrees that the Eligible Authorised Operator is entitled to be paid the Market Share Growth Bonus.
- (d) For example, if an Eligible Authorised Operator has:
 - (i) grown its Qld Product Market Share from 15.0% in year 1 to 15.6% in year 2, the Eligible Authorised Operator will have percentage growth in Qld Product Market Share of 4.0% for the year 2 Financial Year which is above the 1.5% growth rate in clause 3.6(c) such that the Eligible Authorised Operator will be entitled to be paid the Market Share Bonus in accordance with this clause 3.6 for the year 2 Financial Year; or
 - (ii) grown its Qld Product Market Share from 15.0% in year 1 to 15.2% in year 2, the Eligible Authorised Operator will have percentage growth in Qld Product Market Share of 1.33% for the year 2 Financial Year which is below the 1.5% growth rate in clause 3.6(c) such that the Eligible Authorised Operator will not be entitled to be paid the Market Share Growth Bonus in accordance with this clause 3.6 for the year 2 Financial Year.
- (e) An Eligible Authorised Operator agrees to provide Racing Queensland with monthly Total Market data within 10 days of the end of each month in the relevant Financial Year.
- (f) Racing Queensland may reasonably request, and the Eligible Authorised Operator agrees to comply with any reasonable request from Racing Queensland for, further information in respect of any potential Market Share Growth Bonus under clause 3.6(e).
- (g) Racing Queensland will determine whether an Eligible Authorised Operator is entitled to be paid a Market Share Growth Bonus under clause 3.6(c) at the end of the relevant Financial Year and within 45 days of having received the Eligible Authorised Operator's annual statement in accordance with clause 7.3.
- (h) Racing Queensland will make its determination in clause 3.6(g) acting in good faith and based on information provided by the Eligible Authorised Operator. Racing Queensland will notify an Eligible Authorised Operator in writing of:
 - (i) its determination made under clause 3.6(g); and

- (ii) if applicable, the amount of the Market Share Growth Bonus to which the Eligible Authorised Operator is entitled to be paid for the relevant Financial Year.
- (i) If the Eligible Authorised Operator disputes Racing Queensland's determination in clause 3.6(g), the Eligible Authorised Operator may within 10 Business Days of receipt of notification under clause 3.6(h) provide written notice to Racing Queensland (a **Determination Dispute Notice**), in which case, clauses 3.6(i) and 3.6(k) apply.
- (j) Where the Eligible Authorised Operator has provided Racing Queensland with a Determination Dispute Notice, both the Eligible Authorised Operator and Racing Queensland will make at least one senior representative available to enter into negotiations within 10 Business Days of receipt of a Determination Dispute Notice and attempt in good faith to resolve the dispute.
- (k) Where Racing Queensland and the Eligible Authorised Operator:
 - (i) agree upon a resolution following negotiations, such agreed resolution will be treated as a written determination from Racing Queensland for the purposes of clause 3.6(l)(ii); or
 - (ii) are unable to agree upon a resolution following negotiations:
 - A. Racing Queensland has no obligation to pay the Market Share Growth Bonus to the Eligible Authorised Operator; and
 - B. the Eligible Authorised Operator may not further challenge Racing Queensland's determination in clause 3.6(g).
- (l) Each Eligible Authorised Operator acknowledges and agrees that:
 - (i) an Ineligible Authorised Operator has no entitlement to receive any Market Share Growth Bonus for the relevant Financial Year; and
 - (ii) where an Eligible Authorised Operator receives written determination from Racing Queensland that it is eligible to be paid the Market Share Growth Bonus under clause 3.6(g), it will promptly issue Racing Queensland with an invoice for payment of the Market Growth Share Bonus specified in the notice from Racing Queensland.
- (m) Racing Queensland will pay an invoice received in accordance with clause 3.6(l)(ii) within 20 Business Days of receipt.

4. Bet Types

4.1 Use of Queensland Race Information for Relevant Bet Types

- (a) Racing Queensland's approval for the Authorised Operator to publish and use Queensland Race Information applies only with respect to the Authorised Operator offering Betting Transaction on the Relevant Bet Types.
- (b) The Authorised Operator will not:
 - (i) publish and use Queensland Race Information in respect of any bet, other than a Relevant Bet Type; or
 - (ii) accept bets on a Race in relation to a bet type that is not a Relevant Bet Type,

unless the Authorised Operator has first informed and consulted with Racing Queensland in respect of the bet type it proposes to introduce and Racing Queensland has provided its consent in respect of the proposed additional bet type.

- (c) Notwithstanding clause 4.1(b), in the case of bet types that do not constitute Relevant Bet Types, which allow a customer of the Authorised Operator to directly profit from the poor performance of a horse, the Authorised Operator will not:
- (i) publish and use Queensland Race Information in respect of such bet type; or
 - (ii) accept bets on a Race in relation to such bet type,
- unless the Authorised Operator has first obtained the written approval of Racing Queensland to publish and use Queensland Race Information in respect of the bet type it proposes to introduce.
- (d) In this clause 4.1, “publish” means publish, disseminate, or cause to be published or disseminated, in any form or by any method of communication.

4.2 Race Information Authority does not authorise wagering activities

Nothing in these General Conditions entitles, enables or authorises an Authorised Operator to offer bookmaking services, permit race wagering, conduct a wagering business or anything similar that is not authorised or permitted pursuant to that Authorised Operator's:

(a) bookmaker licence;

(b) oncourse wagering permit or race wagering licence under the *Wagering Act 1998* (Qld); or

(c) licence or other authority:

(i) under the law of another State or a foreign country that authorises the operator to conduct a wagering business; or

(ii) issued by a principal racing authority of another State or a foreign country that authorises the operator to conduct a wagering business,

as applicable.

5. Review of General Conditions

Racing Queensland may amend these General Conditions during the term of the Authority. Any such amendment will be given effect to in the same way as applies to Racing Queensland's power to make a decision to grant an application for an Authority and to impose conditions on the Authority under Act.

6. Conditions about timing of payment for Race Field Fees

[The conditions in this clause 6 are imposed under section 135(3)(b) of the Act and section 6(c) of the Regulations.]

6.1 Timing of payments

- (a) The Authorised Operator or an Authorised Representative must, within five Business Days of the end of each Month, give to Racing Queensland a written statement, setting out for each of the three racing codes (if applicable) the

Assessable Turnover, Net Revenue, Net Customer Winnings and Other Revenue (as applicable) of the Authorised Operator for the Month.

- (b) If a Race Field Fee is payable for the Month, Racing Queensland will, after receiving the statement, issue a tax invoice to the Authorised Operator for the amount of the Race Field Fee.
- (c) The Authorised Operator must pay the Race Field Fee within 10 Business Days of receiving the tax invoice.

6.2 Unpaid or overdue Race Field Fees

- (a) If the Authorised Operator fails to pay the Race Field Fees to Racing Queensland by the due date for payment, Racing Queensland may, in its absolute discretion:
 - (i) issue the Authorised Operator with a reminder notice for the overdue amount; and
 - (ii) charge interest on the overdue amount in accordance with clause 6.3 and/or impose an administration collection fee.
- (b) If the Authorised Operator fails to pay the overdue amount (including any interest accrued or administration fee notified by Racing Queensland) to Racing Queensland within 30 days of receipt of the reminder notice, Racing Queensland may, without prejudice to any other remedies, relief or rights that it may have, cancel the Authority of the Authorised Operator.

6.3 Interest

- (a) Racing Queensland may charge the Authorised Operator interest calculated at the current Reserve Bank of Australia's cash rate target plus 2%.
- (b) Interest will accrue on a daily basis from and including the due date for payment until the date that payment is actually received by Racing Queensland.

7. Conditions about information required to calculate Race Field Fees

[The conditions in this clause 7 are imposed under section 135(3)(b) of the Act and section 6(b) of the Regulations.]

7.1 Provision of Wagering Information

- (a) The Authorised Operator must provide the Wagering Information to Racing Queensland or its nominee.
- (b) If requested by Racing Queensland, the Authorised Operator must provide any other records, documents or information which is reasonably required by Racing Queensland to verify the Authorised Operator's Wagering Information.

7.2 Timing and form of Wagering Information

- (a) The Authorised Operator must provide all Wagering Information to Racing Queensland in the form and manner reasonably required by Racing Queensland and notified to the Authorised Operator from time to time in accordance with the timings specified in clauses 7.2(b) and 7.2(c).
- (b) Where an Authorised Operator's Assessable Turnover exceeded \$515 million for the previous Financial Year or is expected to exceed \$515 million in the current

Financial Year, the Authorised Operator must provide the Wagering Information to Racing Queensland each day. This Wagering Information must be provided via file transfer protocol (FTP) unless otherwise agreed by Racing Queensland.

- (c) Where an Authorised Operator's Assessable Turnover was less than \$515 million for the previous Financial Year or is expected to be less than \$515 million in the current Financial Year, the Authorised Operator must provide the Wagering Information for the previous Month to Racing Queensland by the fifth Business Day of each Month.
- (d) Where the Wagering Information provided by an Authorised Operator pursuant to clause 7.1 includes information about turnover from a Betting Transaction which relates to outcomes which cannot be attributed to a specific Queensland meeting (for example, metropolitan trainers premierships turnover or metropolitan jockey premierships turnover) (*Unclassified Exotic Bet*), Racing Queensland will provide the Authorised Operator with a list of the Races to which the turnover from the relevant Unclassified Exotic Bet may be allocated.

7.3 Annual statements when the Assessable Turnover of the Authorised Operator exceeds \$515 million for a Financial Year

- (a) This clause 7.3 applies when the Assessable Turnover of the Authorised Operator exceeds \$515 million for a Financial Year.
- (b) The Authorised Operator must give Racing Queensland a written statement within 45 days of the end of each Financial Year, certified by an independent registered auditor, setting out, separately for each of the three racing codes (as applicable):
 - (i) its Assessable Turnover or Net Customer Winnings;
 - (ii) its Net Revenue or Other Revenue;
 - (iii) its Total Market; and
 - (iv) ~~(iii)~~ any other financial information reasonably required or requested by Racing Queensland from time to time,for that Financial Year.

7.4 Annual statements when the Assessable Turnover of the Authorised Operator is less than or equal to \$515 million for the Financial Year

- (a) This clause 7.4 applies when the Assessable Turnover of the Authorised Operator is less than or equal to \$515 million for a Financial Year.
- (b) If requested to do so by Racing Queensland, the Authorised Operator must give Racing Queensland a statutory declaration made by the Authorised Operator or an Authorised Representative of the Authorised Operator within 45 days of the end of each Financial Year, setting out, separately for each of the three racing codes (as applicable):
 - (i) its Assessable Turnover or Net Customer Winnings;
 - (ii) its Net Revenue or Other Revenue; and
 - (iii) any other financial information reasonably required or requested by Racing Queensland from time to time,for that Financial Year.

7.5 Provision of Total Market information

- (a) This clause 7.5 applies when the Assessable Turnover of the Authorised Operator exceeds \$15 million for the Financial Year immediately preceding the commencement of these General Conditions.
- (b) The Authorised Operator must give Racing Queensland such data as it requires about its Total Market for the Financial Year immediately preceding the commencement of these General Conditions before 31 July 2021.
- (c) Racing Queensland will confirm with the Authorised Operator the form and content of the data to be provided under clause 7.5(b) prior to 15 July 2021.

8. Records and audit

8.1 Racing Queensland may request information

- (a) Racing Queensland may, by notice in writing, require an Authorised Operator to give Racing Queensland information or documents that relate to:
 - (i) the Authorised Operator's Wagering Information; or
 - (ii) the Authorised Operator's compliance with the Authority; or
 - (iii) data reasonably requested by Racing Queensland setting out customer locations (by state) and customer numbers within each state.
- (b) The information or documents must be provided:
 - (i) in the form specified in the notice, which may be a statutory declaration; and
 - (ii) in accordance with other requirements specified in the notice.

8.2 Maintain records

The Authorised Operator must maintain all accounts and records, including financial records and Wagering Information, as may reasonably be required for the Audit Purpose (**Financial Records**).

8.3 Review and audit

- (a) At any time during the Authority Period, or within 24 months after the Authority Period (but no more than twice during the Authority Period) Racing Queensland may, at its sole discretion, by notice in writing to the Authorised Operator, audit, or procure the audit by an auditor for the Audit Purpose including but not limited to an audit of the Authorised Operator's Financial Records.
- (b) Upon receipt of a notice under clause 8.3(a), the Authorised Operator must:
 - (i) give Racing Queensland or its nominee auditor access to the Authorised Operator's:
 - A. premises;
 - B. Financial Records; and
 - C. any documents related to the Financial Records in the Authorised Operator's power, possession or control (**Related Documents**);

- (ii) allow Racing Queensland or its nominee auditor to take copies of the Financial Records and Related Documents for the Audit Purpose; and
 - (iii) provide such assistance as is reasonably required by Racing Queensland or its nominee auditor to undertake the Audit Purpose, including making staff available to provide information, explanations or answers to questions, as requested by Racing Queensland or nominee auditor. For the avoidance of doubt, the fact that information may be commercially sensitive or otherwise confidential is not a basis for declining to provide that information to Racing Queensland or its nominee auditor.
- (c) Except as otherwise required by law, Racing Queensland or its nominee auditor will:
- (i) use the Financial Records and Related Documents solely for the Audit Purpose; and
 - (ii) not disclose any confidential information comprised in the Financial Records or Related Documents to a third party, other than:
 - A. the professional advisers retained by Racing Queensland in connection with the Audit Purpose; and
 - B. the minister, department or agency responsible for administering the Act.
- (d) If, as a result of an audit conducted under this clause 8.3, it is established that the Authorised Operator has underpaid Race Field Fees, then Racing Queensland may issue a tax invoice to the Authorised Operator for Racing Queensland's reasonable costs incurred in undertaking the audit. The Authorised Operator must pay the amount specified on the tax invoice within 10 Business Days of receiving the tax invoice.

8.4 Reconciliation

If it is established by Racing Queensland that:

- (a) the Authorised Operator has underpaid Race Field Fees, then Racing Queensland will issue a tax invoice to the Authorised Operator for the underpaid amount. The Authorised Operator must pay the underpaid amount within 10 Business Days of receiving the tax invoice; or
- (b) the Authorised Operator has overpaid Race Field Fees, then Racing Queensland will refund the Authorised Operator the overpaid amount within 10 Business days of receiving an invoice.

9. Conditions about Bet Backs

The Authorised Operator may only place a Bet Back with a Licensed Wagering Operator authorised to use Queensland Race Information pursuant to a current Race Information Authority.

10. Minimum Bet Limits

[The conditions in this clause 10 are imposed under section 135(3)(b) of the Act and section 6(d) of the Regulations.]

10.1 Minimum Bet Limits

- (a) Subject to clause 10.3, the Authorised Operator is required to accept a fixed odds bet in the categories described in clauses 10.1(b) and 10.1(c) at odds that are Publicly Displayed by the Authorised Operator for any Queensland Thoroughbred, Harness or Greyhound Race, up to the maximum amount for the Authorised Operator to lose, as specified in the tables in clauses 10.1(b) and 10.1(c) below (a **Relevant Fixed Odds Bet**).
- (b) Where:
- (i) the Authorised Operator has held a previous Race Information Authority and the Authorised Operator's Assessable Turnover exceeded \$515 million on Queensland Races for the previous Financial Year then the amounts specified in the table below apply to the Authorised Operator for the Authority Period; or
 - (ii) the Authorised Operator has not previously held a Race Information Authority, the amounts specified in the table below apply to the Authorised Operator from the month after the Authorised Operator's Assessable Turnover on Queensland Races for the current Financial Year exceeds \$515 million for the remainder of the Authority Period.

Queensland Race Type	Bet Type
Metropolitan Thoroughbred Race	In any one Win, Win/Place* or Each-way bet: to lose \$2,000 (* place component \$800)
	In any one Place bet: to lose \$800
Non-metropolitan Thoroughbred Race	In any one Win, Win/Place* or Each-way bet: to lose \$1,000 (* place component \$400)
	In any one Place bet: to lose \$400
Any Harness Race	In any one Win, <u>Win/Place* or Each-way</u> bet: to lose \$500 <u>(* place component \$200)</u>
	<u>In any one Place bet: to lose \$200</u>
Any Greyhound Race	In any one Win, <u>Win/Place* or Each-way</u> bet: to lose \$500 <u>(* place component \$200)</u>
	<u>In any one Place bet: to lose \$200</u>

- (c) Where:
- (i) the Authorised Operator has held a previous Race Information Authority and the Authorised Operator's Assessable Turnover was less than or equal to \$515 million on Queensland Races for the previous Financial Year then the amounts specified in the table below apply to the Authorised Operator for the Authority Period; or

- (ii) the Authorised Operator has not previously held a Race Information Authority, the amounts specified in the table below apply to the Authorised Operator until the month the Authorised Operator's Assessable Turnover on Queensland Races for the current Financial Year exceeds \$515 million (i.e. while the Authorised Operator's Assessable Turnover on Queensland Races for the current Financial Year is less than or equal to \$515 million).

Queensland Race Type	Bet Type
Metropolitan Thoroughbred Race and Non-metropolitan Thoroughbred Race	In any one Win, Win/Place* or Each-way bet: to lose \$1,000 (* place component \$400)
	In any one Place bet: to lose \$400
Any Harness Race	In any one Win, <u>Win/Place* or Each-way</u> bet: to lose \$500 <u>(* place component \$200)</u>
	<u>In any one Place bet: to lose \$200</u>
Any Greyhound Race	In any one Win, <u>Win/Place* or Each-way</u> bet: to lose \$500 <u>(* place component \$200)</u>
	<u>In any one Place bet: to lose \$200</u>

- (d) The Authorised Operator must Publicly Display the Minimum Bet Limits to which they are bound.

10.2 Compliance by an Authorised Operator

The Authorised Operator must not do any act, or refuse to do any act, to avoid complying (whether in whole or in part) with clause 10.1, including but not limited to, by:

- (a) closing a ~~person~~customer's account;
- (b) refusing to open a person's account;
- (c) placing any restrictions on a ~~person~~customer's account in relation to betting on Queensland Thoroughbred, Harness or Greyhound Races;
- (d) refusing to lay a Relevant Fixed Odds Bet to any ~~person~~customer when those fixed odds are Publicly Displayed; or
- (e) laying lesser odds on a Relevant Fixed Odds Bet to a ~~person~~customer than those Publicly Displayed.

10.3 Exclusions

The Authorised Operator is not required to comply with its obligations under clause 10.1 or 10.2 if, at the time of the Betting Transaction in relation to a Relevant Fixed Odds Bet:

- (a) the customer is not domiciled in Australia;

- (b) the Betting Transaction is a Betting Exchange Bet;
- (c) the person has not provided the Authorised Operator with sufficient funds to pay for the Relevant Fixed Odds Bet;
- ~~(d) the Thoroughbred bet with the Authorised Operator is placed prior to:

 - ~~(i) 9am (AEST) on the day of the Thoroughbred Race, for a Race Meeting commencing prior to 5:30pm; and~~
 - ~~(ii) 2pm (AEST) on the day of the Thoroughbred Race, for a race meeting commencing after 5:30pm;~~~~
- ~~(e) the harness bet with the Authorised Operator is placed more than one hour prior to the scheduled start time of the opening race of the Queensland harness meeting;~~
- ~~(f) the greyhound bet with the Authorised Operator is placed more than one hour prior to the scheduled start time of the opening race of the Queensland greyhound meeting;~~
- (d) ~~(g)~~ the bet forms part of a multi-bet placed with the Authorised Operator;
- (e) ~~(h)~~ the bet is a retail cash betting transaction placed in a Retail Outlet;
- (f) ~~(i)~~ the Authorised Operator has already accepted a Relevant Fixed Odds Bet or a number of Relevant Fixed Odds Bets of the same bet type up to the relevant limit in clause 10.1 on that horse or greyhound from the customer;
- (g) ~~(j)~~ where there has been a change in the Official Price or the Authorised Operator's Publicly Displayed price has changed prior to the Relevant Fixed Odds Bet being ~~confirmed~~ submitted by the customer, the Authorised Operator is not compelled to accept a Relevant Fixed Odds Bet at the pre-changed price;
- (h) where a Relevant Fixed Odds Bet is submitted by the customer but has not yet been accepted by the Authorised Operator and prior to being accepted by the Authorised Operator, the price has changed in response to the Authorised Operator accepting a Relevant Fixed Odds Bet submitted by another customer immediately prior to the customer's Relevant Fixed Odds Bet having been submitted, the Authorised Operator is not compelled to accept a Relevant Fixed Odds Bet at the pre-changed price provided the changed price is Publicly Displayed by the Authorised Operator;
- (i) ~~(k)~~ where the customer is acting as an agent or nominee for a third party and the customer placing the bet will not be beneficially entitled to the whole of the proceeds of the Relevant Fixed Odds Bet with the Authorised Operator;
- (j) ~~(l)~~ the Authorised Operator has refused to accept a Relevant Fixed Odds Bet, acted or refused to act due to:
 - (i) the customer being warned off or disqualified under the rules of racing;
 - (ii) the customer having previously engaged in fraudulent activity;
 - (iii) the customer is on a relevant gambling self-exclusion register;
 - (iv) the customer ~~having previously~~ has breached a material condition of his or her agreement with the Authorised Operator during the authority period, unless the dominant purpose of applying such condition is to avoid complying with clause 10.1 or the material condition is determined by Racing Queensland (in its absolute discretion) to be an unreasonable condition;

- (v) the Authorised Operator being unable to accept any bet (or the Relevant Fixed Odds Bet) from the customer by operation of any laws, including but not limited to the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) or any responsible gambling legislation;
- (vi) there being systematic multiple identical Relevant Fixed Odds Bets from related or connected parties and/or from the same IP address;
- (vii) the ~~person~~customer placing a Relevant Fixed Odds Bet from a proxy server or a Relevant Fixed Odds Bet being received from a proxy server;
- (viii) the Relevant Fixed Odds Bet being a promotional bet, including a bonus bet or free bet (whether whole or in part) where the customer has not provided the full payment for the stake;
- (ix) the Authorised Operator reasonably suspecting that the ~~person~~customer placing the Relevant Fixed Odds Bet is not the beneficial owner of the bet ~~or the account is being used in violation of the Authorised Operator's account terms and conditions~~, where the suspicion can be reasonably validated by the Authorised Operator through public records, IP address tracking, unique device tracking or some other verifiable process or source;
- (x) unauthorised scraping of an Authorised Operator's website;
- (xi) the Relevant Fixed Odds Bet being placed by employees or associates (and/or their associates) of another Authorised Operator where the Authorised Operator has a reasonable belief that the bet is based on betting information (including, but not limited to, betting trends and bets placed with that Authorised Operator) that is not publicly available;
- (xii) the Relevant Fixed Odds Bet being placed by or on behalf of another Authorised Operator where the Authorised Operator has a reasonable belief that the bet is based on betting information (including, but not limited to, betting trends and bets placed with that Authorised Operator) that is not publicly available and further, that the bet is not a Bet Back;
- (xiii) the Relevant Fixed Odds Bet being contrary to the rules of racing or any other laws;
- (xiv) any other reason that in Racing Queensland's opinion raises serious integrity concerns;
- (xv) the ~~person~~customer having been restricted to betting via a specified platform (e.g. telephone) arising from reasonably held and verifiable concerns by the Authorised Operator as to robotic or systematic use via other platforms/channels during the Authority Period;
- ~~(xvi)~~ a Relevant Fixed Odds Bet being placed on a market that is not a Final Field Market; or
- ~~(xvii)~~ (xvi) any other reason as published by Racing Queensland on <http://www.racingqueensland.com.au/corporate/wagering-licencing/minimum-bet-limits> from time to time.

10.4 Co-operation in investigation and determination of Complaints

- (a) An Authorised Operator must provide Racing Queensland with all information that Racing Queensland requests for the purposes of its investigation and determination of a Complaint.
- (b) The Authorised Operator agrees, subject only to compliance with laws relating to privacy or data protection, to respond promptly and no later than five Business Days after receipt of a request from Racing Queensland under clause 10.4(a).
- (c) Racing Queensland agrees, subject only to compliance with laws relating to privacy or data protection, to provide any relevant information provided to Racing Queensland by the Complainant to the Authorised Operator against whom a Complaint has been made.
- (d) All requests by Racing Queensland under clause 10.4(a) shall be kept strictly confidential and shall not be divulged by Racing Queensland to any third party (other than the Complainant) except:
 - (i) where compelled by law;
 - (ii) where expressly permitted by these conditions;
 - (iii) with the prior written consent of the Authorised Operator and the Complainant; or
 - (iv) where a Complainant has submitted one or more separate Complaints against other Authorised Operators which are consistent with the Complaint, Racing Queensland may provide non-specific information, subject to compliance with laws relating to privacy and data protection, to assist Authorised Operators in responding to the Complainant in a consistent manner.
- (e) Racing Queensland's obligations under clause 10.4(d) do not apply where the confidential information has been made public through no fault of Racing Queensland.

10.5 Determination of non-compliance

- (a) Racing Queensland will provide an Authorised Operator against whom a Complaint has been made written notice giving the Authorised Operator an opportunity to make written submissions to Racing Queensland in relation to the Complaint within 14 days.
- (b) The Authorised Operator agrees that Racing Queensland's determination to uphold any Complaint is final and binding on the Authorised Operator.

10.6 Consequences of non-compliance

- (a) Where, in relation to a Complaint that has been upheld by Racing Queensland and Racing Queensland has determined that the Authorised Operator has failed to comply with its obligations under this clause 10, Racing Queensland may at its discretion:
 - (i) notify the Authorised Operator of its Minimum Bet Limit obligations under this clause 10;
 - (ii) reprimand the Authorised Operator;

- (iii) issue a letter of rectification which may include a direction to the Authorised Operator to rectify any matter giving rise to the Complaint within a specified period of time; and/or
 - (iv) order the Authorised Operator to make financial contribution or restitution of a specified amount to the Complainant with respect to the Complaint that has been upheld by Racing Queensland.
- (b) The rights of Racing Queensland under clause 10.6(a) are in addition to, or without limitation to, the rights of Racing Queensland under these General Conditions and the Race Information Authority.
- (c) Where an Authorised Operator receives a notice, declaration, suspension, revocation or order from Racing Queensland under clause 10.6(a), the Authorised Operator will promptly and no later than five Business Days take all necessary steps to address and comply as is required by Racing Queensland and will keep Racing Queensland informed of its progress.

10.7 Application of Minimum Bet Limits

- (a) This clause 10 applies to off-course wagering.
- (b) Where an Authorised Operator accepts On-Course Bets, the Authorised Operator must comply with the minimum bet limits set out in Local Rule 76 of the Local Rules and displayed at <http://www.racingqueensland.com.au/corporate/wagering-licencing/minimum-bet-limits>.

11. Standard conditions

[The conditions in this clause 11 are imposed by section 136 of the Act.]

- (a) The Authorised Operator must, unless the Authorised Operator has a reasonable excuse:
- (i) take part, as required by Racing Queensland, in the Wagering Monitoring System established by Racing Queensland; and
 - (ii) comply with all reasonable requests by Racing Queensland to give Racing Queensland, within the time stated in the request, information or documents about bets placed with the Authorised Operator.
- (b) The Authorised Operator acknowledges that it is subject to any other conditions imposed by the Act or the Regulations on holders of Authorities.

12. Compliance and changes

12.1 Notification of changes

The Authorised Operator must promptly disclose to Racing Queensland any change in circumstances relating to matters associated with it being granted an Authority, including:

- (a) if the Authorised Operator becomes insolvent or bankrupt;
- (b) if any director or officer of the Authorised Operator ceases to meet the requirements of a Fit and Proper Person; or
- (c) if the Authorised Operator proposes to enter into any Betting Intermediary Arrangement,

and in each case must provide to Racing Queensland such additional information as requested by Racing Queensland in order to determine whether the Authority should be cancelled in accordance with clause 12 or otherwise continue in accordance with its terms.

12.2 Anti-avoidance

The Authorised Operator will not enter into, commence to carry out, carry out, or otherwise give effect to any Scheme with a sole or dominant purpose of achieving any Prescribed Outcome (as reasonably determined by Racing Queensland).

12.3 Non-approved Authorised Operators and Betting Intermediaries

An Authorised Operator must not:

- (a) place a Betting Transaction on a Race with a Licensed Wagering Operator who is not an Authorised Operator (**Non-Approved Operator**);
- (b) accept a Betting Transaction on a Race that is placed by a Non-Approved Operator;
- (c) enter into any agreement, arrangement or understanding, promise or undertaking in relation to, or in connection with, the carrying on of their business as a wagering service provided with any person who is a Non-Approved Operator;
- (d) accept a Betting Transaction from, or facilitated by a Betting Intermediary other than under, or pursuant to any Betting Intermediary Arrangement approved Racing Queensland; or
- (e) enter into or give effect to, any Betting Intermediary Arrangement unless it has disclosed the relevant arrangement in writing to Racing Queensland, and Racing Queensland has approved that arrangement, prior to entry into the relevant arrangement.

12.4 Use of Approved Suppliers

It is a condition of the Authority that all Queensland Race Information used or published by an Authorised Operator are supplied by an Approved Supplier

13. Cancellation

Nothing in the Authority shall prejudice the right of Racing Queensland to cancel the Authority of any Authorised Operator:

- (a) pursuant to section 139 of the Act and section 8 of the Regulations; or
- (b) if the Authorised Operator's licence expires or is cancelled.

14. Privacy

- (a) Information in relation to Betting Transactions provided to Racing Queensland under, or in accordance with, these General Conditions, is strictly confidential and will only be used by Racing Queensland as required by all applicable laws.
- (b) Notwithstanding clause 14(a), the Authorised Operator acknowledges and agrees that Racing Queensland will disclose information (including personal information) in relation to a Betting Transaction (or otherwise received under, or as contemplated by, these General Conditions), to the Queensland Racing Integrity Commission or any successor body (**QRIC**) as reasonably requested by the QRIC

in carrying out its functions and powers under the *Racing Integrity Act 2016 (Qld)* (**Integrity Information**).

- (c) For the avoidance of doubt:
- (i) by accepting these General Conditions, the Authorised Operator consents to the disclosure of Integrity Information by Racing Queensland to the QRIC as contemplated by clause 14(b);
 - (ii) the Authorised Operator must ensure that throughout the Authority Period it adopts and implements (to the extent it has not done so already) a privacy policy that will enable the Authorised Operator and Racing Queensland to comply with the requirement to provide any Integrity Information to the QRIC as contemplated by this clause 14;
 - (iii) the Authorised Operator must provide to Racing Queensland on request any Integrity Information requested by the QRIC that is not otherwise in Racing Queensland's possession or control; and
 - (iv) the Authorised Operator indemnifies Racing Queensland in respect of any loss or damage it may suffer or incur as a result of the Authorised Operator failing to comply with clause 14(c)(ii).

15. Use of Intellectual Property

Racing Queensland agrees to grant the Authorised Operator the following rights (subject to any applicable laws) for the Authority Period:

- (a) a non-exclusive licence to use any of the following designations in marketing or promotional materials or on the website of the Authorised Operator, at all times subject to the prior approval of Racing Queensland (such approval not to be unreasonably withheld):
 - (i) 'approved betting operator of Racing Queensland'; or
 - (ii) 'approved wagering operator of Racing Queensland';
- (b) a non-exclusive licence to use the official logo of Racing Queensland in marketing or promotional material or on the website of the Authorised Operator provided that:
 - (i) any use of Racing Queensland logo is followed by one of the designations set out in 15(a);
 - (ii) the use does not suggest any sponsorship or endorsement or formal association with Racing Queensland other than that implied by the use of the designations authorised by clause 15(a); and
 - (iii) any use is at all times subject to the written approval of Racing Queensland (such approval not to be unreasonably withheld).

16. Undertaking

The Authorised Operator agrees to use its best endeavours to refrain from doing anything that is likely to embarrass, prejudice, the interests of, or bring Racing Queensland or the sport of racing into ridicule or disrepute.

17. General

17.1 Assignment

The Authorised Operator cannot assign, charge, create a security interest over, encumber or otherwise deal with any of its rights or obligations under the Authority, or attempt or purport to do so.

17.2 Benefit of Authority

The Authorised Operator acknowledges that the Authority is granted to:

- (a) the Authorised Operator only; and
- (b) no other person, whether a Related Body Corporate of the Authorised Operator or otherwise.

17.3 Governing law and jurisdiction

The Authority is governed by the laws of Queensland. In relation to it and related matters, the Authorised Operator irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.

17.4 GST

- (a) Unless expressly included, the consideration for any supply under or in connection with the Authority does not include GST.
- (b) To the extent that any supply under or in connection with the Authority is a taxable supply and GST is not expressly included in the consideration, the recipient must pay, in addition to the consideration provided under the Authority for that supply an amount (**additional amount**) equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.
- (c) The Authorised Operator represents and warrants that it is registered for the purposes of GST Law.
- (d) If either Racing Queensland or the Authorised Operator is entitled under these conditions to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with these conditions, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the party being reimbursed or indemnified.
- (e) Words and meanings used in this clause 17.4 that have a defined meaning in the GST Law have the same meaning as in the GST Law unless the context indicates otherwise.

17.5 Notices

Each communication (including each notice, consent, approval or request) given or made under or in connection with the Authority:

- (a) must be in writing (unless otherwise agreed by Racing Queensland in writing);
- (b) must be:
 - (i) delivered by hand to the postal address;

- (ii) posted by prepaid post to the postal address;
- (iii) sent by fax to the fax number; or
- (iv) sent by email to the email address,

of the recipient set out in the Authority; and

(c) will be taken to be received by the recipient:

- (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
- (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
- (iii) (in the case of email) on delivery to the recipient;
- (iv) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
- (v) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day, it is taken to be received at 9am on the next Business Day.

Document comparison by Workshare Compare on Tuesday, 18 May 2021
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Input:	
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Description	General Conditions for Race Information Authority with effect from 1 July 2019 FINAL
Document 2 ID	file:///G:/Legal/Race Field Fees/1 July 2021 - 30 June 2023 authority period/General Conditions/20210518 - General Conditions for Race Information Authority 1 July 2021 - 30 June 2023 - FINAL.docx
Description	20210518 - General Conditions for Race Information Authority 1 July 2021 - 30 June 2023 - FINAL
Rendering set	Standard

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