



Racing Queensland Board (trading as Racing Queensland)
ABN 80 730 390 733

QTIS and QTISx terms and conditions for the Racing Season
2020/2021

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document:

| Term | Definition |
|---|--|
| Black Type Races | means any race that is a Group Race, Restricted Listed or Listed Race as defined by the Australian Rules of Racing. |
| Breeder | means either: <ul style="list-style-type: none">(a) the person named as the Breeder in the studbook; or(b) the person nominated by the person named as the Breeder in the studbook to be the recipient of the Breeder's QTIS Bonus/Breeder's QTISx Bonus for a horse. |
| Breeder's QTIS Bonus | means a payment equal to six per cent (6%) of the applicable QTIS Bonus payable to an Owner in respect of an Eligibility A Horse. |
| Breeder's QTISx Bonus | means the applicable following amount payable by RQ to the Breeder: <ul style="list-style-type: none">(a) for a Group 1 Race, \$10,000 (GST inclusive); or(b) for any QTISx Race (other than a Group 1 Race), \$5,000 (GST inclusive). |
| Business Day | means a day that is not a Saturday, Sunday or public holiday in Brisbane. |
| Eligibility A Horse | has the meaning outlined in clause 2.1. |
| Eligibility A Final Payment | a payment of \$550 (GST inclusive) to RQ made on or before 31 July 2020. |
| Eligibility A First Payment | means a payment of \$385 (GST inclusive) to RQ made on or before 31 March 2020. |
| Eligibility A Late First Payment | means a payment of \$990 (GST inclusive) to RQ made after 31 March 2020 and required if the Eligibility A First Payment was not made. |
| Eligibility B Horse | has the meaning outlined in clause 2.2. |
| Eligibility B Final Payment | a payment of \$550 (GST inclusive) to RQ made on or before 31 July 2020. |
| Eligibility B First Payment | means a payment of \$770 (GST inclusive) to RQ made on or before 31 March 2020. |
| Eligibility B Late First Payment | means a payment of \$1,980 (GST inclusive) to RQ made after 31 March 2020 and required if the Eligibility B First |

| Term | Definition |
|------------------------|---|
| | Payment was not made. |
| Feature Race | means any race, other than a Black Type Race, for which the prizemoney is \$100,000 or greater. |
| Owner | has the meaning given to that term in the Australian Rules of Racing. |
| QTIS | means the Queensland Thoroughbred Incentive Scheme. |
| QTIS Bonus | means the payments outlined in Schedule 1 payable by RQ to the Owner. |
| QTIS Horse | means a horse that is either an Eligibility A Horse in accordance with clause 2.1 or an Eligibility B Horse in accordance with clause 2.2. |
| QTIS Race | means one of the QTIS Races. |
| QTIS Races | means: <ul style="list-style-type: none"> (a) all of the 2-year-old or 3-year-old races sanctioned by RQ and conducted in Queensland during the Racing Season (except for Black Type Races or Feature Races); and (b) any other race selected by RQ to be a QTIS Race that is specified in the racing calendar and is conducted in Queensland during the Racing Season. |
| Racing Season | means the season of racing in Queensland that commences on 1 August 2020 and concludes on 31 July 2021. |
| Redemption Form | means the form entitled "QTISx – To Redeem Voucher" available from RQ. |
| QTISx Owner | means an Owner who has opted into the QTISx Voucher Scheme: <ul style="list-style-type: none"> (a) by registering with RQ by providing a completed QTISx Registration Form to RQ in accordance with these terms and conditions; and (b) whose registration has been accepted by RQ. |
| QTISx Races | means: <ul style="list-style-type: none"> (a) all Black Type Races conducted in Queensland during the Racing Season; and (b) the Feature Races selected by RQ to be QTISx Races that are specified in the racing calendar and conducted in Queensland during the Racing Season. |
| QTISx Bonus | means the payments outlined in Schedule 2 payable by RQ to the Owner. |

| Term | Definition |
|-----------------------------------|--|
| QTISx Registration Form | means the form entitled "Convert QTISx Bonus to QTISx Voucher" available from RQ. |
| QTISx Sales | means the following sales: <ul style="list-style-type: none"> (a) the Gold Coast Magic Millions Yearling Sale to be held in 2021 and in 2022; (b) the Gold Coast Magic Millions March Yearling Sale to be held in 2021 and in 2022; (c) the Capricornia Yearling Sale to be held in 2021 and in 2022; and (d) the Gold Coast Magic Millions National Yearling Sale to be held in 2021 and in 2022. |
| QTISx Voucher | means a voucher of the same name issued by RQ to a QTISx Owner for a QTISx Race during the Racing Season for the applicable amount set out in Schedule 2 redeemable in accordance with these terms and conditions. |
| QTISx Voucher Bonus Scheme | means the bonus scheme under clause 5. |
| RQ | means the Racing Queensland Board ABN 80 730 390 733 (trading as Racing Queensland) and, where relevant, includes RQ's managers, employees, contractors, invitees, and any person authorised by RQ. |
| Seller | means the sales company at any of the QTISx Sales. |

2 Eligibility

2.1 Eligibility A – Queensland Sired

- (a) A horse is an Eligibility A Horse if:
- (i) it is the progeny of a stallion that was standing in Queensland at the time of conception; and
 - (ii) the horse has been nominated with QTIS in the prescribed form; and
 - (iii) the following payments have been made in respect of the relevant horse:
 - (A) the Eligibility A First Payment was made on or before 31 March 2020 and the Eligibility A Final Payment was made on or before 31 July 2020; or
 - (B) the Eligibility A Late First Payment was made after 31 March 2020 but on or before 31 July 2020, and the Eligibility A Final Payment was made on or before 31 July 2020.

2.2 Eligibility B – Breedback

- (a) A horse is an Eligibility B Horse if:

- (i) it is the foal of a dam that has been covered by a Queensland domiciled stallion at any time in the year the foal was born;
- (ii) the horse has been nominated with QTIS in the prescribed form; and
- (iii) the following payments have been made in respect of the relevant horse:
 - (A) the Eligibility B First Payment was made on or before 31 March 2020 and the Eligibility B Final Payment was made on or before 31 July 2020; or
 - (B) the Eligibility B Late First Payment was made after 30 November 2018 but on or before 31 March 2020, and the Eligibility B Final Payment was made on or before 31 July 2020.

3 Breeder's QTIS Bonus and Breeder's QTISx Bonus

3.1 Eligibility A Horse Bonus

- (a) Subject to 3.1(b), if an Eligibility A Horse wins:
 - (i) a QTIS Race, the Breeder's QTIS Bonus is payable to the Breeder by RQ; or
 - (ii) a QTISx Race, the Breeder's QTISx Bonus is payable to the Breeder by RQ,
 if the eligibility requirements outlined in clause 2.1 are satisfied.
- (b) If a Breeder sells a horse without having made all of the payments required at the time of the sale referred to in clause 2.1(a)(iii) then the subsequent Owner of the horse who completes all of the required payments referred to in clause 2.1(a)(iii) will be eligible to receive the Breeder's QTIS Bonus or Breeder's QTISx Bonus for that horse, so long as the subsequent Owner:
 - (i) makes the payments required within the required timeframe/s; and
 - (ii) nominates the horse with QTIS in the prescribed form (if not already nominated).

3.2 No Breeder's QTIS Bonus or Breeder's QTISx Bonus for Eligibility B Horses

- (a) The Breeder's QTIS Bonus is not payable if an Eligibility B Horse wins a QTIS Race.
- (b) The Breeder's QTISx Bonus is not payable if an Eligibility B Horse wins a QTISx Race.

4 QTIS Bonus and QTISx Bonus

4.1 QTIS Bonuses

- (a) Subject to clauses 4.2 and 4.4, QTIS Bonuses will be paid to the Owners of QTIS Horses that place first, second and third in QTIS Races in accordance with Schedule 1.
- (b) Where there are two or more QTIS Horses in a dead heat for first place in a QTIS Race:
 - (i) the QTIS Bonus will be aggregated as follows:

- (A) where there are two QTIS Horses in a dead heat for first place, the QTIS Bonus for the first and second placed horses will be aggregated; or
- (B) where there are three or more QTIS Horses in a dead heat for first place, the QTIS Bonus for the first, second and third placed horses will be aggregated,
- (ii) the total QTIS Bonus aggregated in accordance with clause 4.1(b)(i) will be divided equally amongst the QTIS Horses involved in the dead heat and paid in accordance with clause 4.1(a); and
- (iii) where there is a dead heat, the QTIS Bonus payable, if any, to the other QTIS Horses in the QTIS Race will commence after the number of QTIS Horses involved in the dead heat. For example, where there are two QTIS Horses in a dead heat for first place, if the next finishing horse is a QTIS Horse, that QTIS Horse will be paid the QTIS Bonus for third place. Alternatively, if there are three QTIS Horses in a dead heat for first place, no QTIS Bonus will be payable to the other QTIS Horses in that QTIS Race.
- (c) Where there are two or more QTIS Horses in a dead heat for a place other than first in a QTIS Race:
 - (i) the QTIS Bonus for that place and the following place (if any) will be aggregated (for the avoidance of doubt, where there are more QTIS Horses involved in a dead heat than there are places earning a QTIS Bonus in that QTIS Race, the QTIS Bonus aggregated for the QTIS Horses involved in the dead heat will be limited to those places earning a QTIS Bonus);
 - (ii) the total QTIS Bonus aggregated in accordance with clause 4.1(c)(i) will be divided equally amongst the QTIS Horses involved in the dead heat and paid in accordance with clause 4.1(a); and
 - (iii) where there is a dead heat, the QTIS Bonus payable, if any, to other QTIS Horses in the QTIS Race will commence after the number of QTIS Horses involved in the dead heat. For example, where there are two QTIS Horses in a dead heat for second place, no QTIS Bonus will be payable to the other QTIS Horses in that QTIS Race.

4.2 Fillies and Mares Bonus

If a QTIS Horse:

- (a) is a 2-year-old or 3-year-old filly or a mare aged four years or older; and
- (b) places first, second or third in a QTIS Race,

the QTIS Bonus that will be paid to the Owner in accordance with clause 4.1 will be increased by 50%. For the avoidance of doubt, this increase only applies to the QTIS Bonus and not the QTISx Bonus.

4.3 QTISx Bonuses

- (a) Subject to clause 4.4, QTISx Bonuses will be paid to the Owners of a QTIS Horse that places first in a QTISx Race in accordance with Schedule 2.

- (b) Where there are two or more QTIS Horses in a dead heat for first place in a QTISx Race, the QTISx Bonus payable will be divided equally between the QTIS Horses in that dead heat.

4.4 Reductions to QTIS Bonuses, QTISx Bonuses and QTISx Vouchers

Any QTIS Bonuses, QTISx Bonuses paid to Owners or QTISx Vouchers provided to Owners will be reduced to reflect the applicable amounts paid by RQ in respect of the standard trainers and jockey percentages.

4.5 Status of Bonuses

A QTIS Bonus or QTISx Bonus is not a "prize" for the purposes of the Rules of Racing and is not prizemoney to be taken into account when deciding the eligibility of a horse or the balloting conditions applicable to a race.

5 QTISx Voucher Bonus Scheme

5.1 QTISx Voucher Bonus Scheme

- (a) Where a QTISx Bonus is payable under clause 4.3 above, the Owner or, where the Owners are members of a syndicate or partnership, each Owner (up to a maximum of 20 members) may elect to take their relevant share of the QTISx Bonus as either a cash payment or a QTISx Voucher.
- (b) The QTISx Voucher will be for double the value of the QTISx Bonus payable to the Owner under clause 4.3.
- (c) To receive a QTISx Voucher, an Owner must register to be a QTISx Owner by:
 - (i) notifying RQ of their intention to take the QTISx Bonus as a QTISx Voucher in writing within 3 Business Days of winning the QTISx Bonus; and
 - (ii) completing the QTISx Registration form and submit this to RQ within 20 Business Days of winning the QTISx Bonus.
- (d) The QTISx Voucher issued to the QTISx Owner will be provided instead of the QTISx Bonus that would otherwise be payable to the Owner under these terms and conditions and the QTISx Owner waives any entitlement to receive a QTISx Bonus where RQ issues it with a QTISx Voucher, other than in accordance with clause 5.3(a).

5.2 Using a QTISx Voucher

QTISx Owners may use a QTISx Voucher against purchases of any QTIS eligible yearlings sold at QTISx Sales subject to the following requirements:

- (a) QTISx Vouchers may be used by:
 - (i) notifying the Seller at the applicable QTISx Sale that the QTISx Owner proposes to apply one or more valid QTISx Vouchers toward the sale at the time of the QTISx Sale; and
 - (ii) no later than 3 Business Days following the QTISx Sale, submitting to RQ a completed Redemption Form,

- (b) QTISx Vouchers may not be used in the following circumstances:
 - (i) to purchase a horse which the QTISx Owner has bred or in which he or she has a beneficial interest (regardless of whether the QTISx Owner retains a beneficial interest in the horse after it has been successfully auctioned or not);
 - (ii) to purchase weanlings; or
 - (iii) to purchase goods or services such as training fees or any other equine related professional or other services.
- (c) QTISx Vouchers issued to a QTISx Owner may be aggregated and used together for a sale.
- (d) a QTISx Owner who utilises a QTISx Voucher must provide RQ with written evidence of the intended ownership of the horse for which the QTISx Voucher will be used; and
- (e) where the value of a QTISx Voucher used in accordance with this clause 5.2 is greater than the value of the purchase:
 - (i) the QTISx Owner must notify RQ of specifics of the purchase (including the QTISx Sale at, and the Seller with, which the QTISx Voucher was used) and the unused amount of the QTISx Voucher; and
 - (ii) subject to RQ confirming the unused amount, if any, as notified by the QTISx Owner under clause 5.2(e)(i), RQ will issue the QTISx Owner a QTISx Voucher for the unused amount (or such other amount as confirmed by RQ as being unused, if any).
- (f) RQ will advise Sellers of the validity and balance of any QTISx Voucher(s) held by a QTISx Owner if so requested.
- (g) QTISx Vouchers may only be used by the QTISx Owner to whom the QTISx Voucher is issued. QTISx Vouchers may not be transferred to any other person or entity.

5.3 Expiry of QTISx Vouchers

- (a) Except where otherwise communicated in writing by RQ and subject to clause 5.3(b), QTISx Vouchers that have not be used prior to **30 June 2022** will be declared null and void and the applicable QTISx Bonus (i.e. cash bonus current at the time the bonus was won) will be paid to the Owner by RQ in accordance with clause 4.3.
- (b) A QTISx Voucher issued to a QTISx Owner by RQ for an unused amount under clause 5.2(e)(ii) cannot redeemed as cash and if not used prior to 30 June 2022, will be declared null and void with no further cash payment for the remaining QTISx Bonus payable to the QTISx Owner by RQ.

5.4 Cancellation of the QTISx Voucher Bonus Scheme

For the avoidance of doubt, RQ may cancel the QTISx Voucher Bonus Scheme at any time without giving reasons and only honouring those liabilities that existed prior to the cancellation.

5.5 Available Funds

From time to time, RQ will determine the amount of funds available, if any, that may be claimed under the QTISx Voucher Bonus Scheme.

6 Other

6.1 QTIS and QTISx Scheme

This scheme is subject to the Rules of Racing in Queensland, incorporating the Australian Rules of Racing and Local Rules of Racing.

6.2 Entire Agreement

- (a) These terms and conditions supersede all previous terms for the QTIS and the QTISx Bonus programs and sets out the entire agreement between the parties.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation, advertisement or discussion, has no effect except to the extent expressly set out or incorporated by reference in this document.

6.3 Terms and conditions

RQ may amend any part of these terms and conditions at any time or may terminate the QTIS and QTISx scheme or waive compliance with any of the terms and conditions in RQ's absolute discretion.

6.4 Ineligible nomination for registration

If RQ determines in its absolute discretion that a nomination for registration does not comply with these terms and conditions or is not otherwise eligible, it may reject the nomination for registration and refund any payments made with the nomination for registration less an administration fee of \$350 (plus GST).

6.5 General

- (a) RQ is not liable for any loss or damage of any kind because of its acts or omissions in the administration of the QTIS and QTISx program.
- (b) Any matter that is in dispute regarding the QTIS or QTISx program (including but not limited to the interpretation of these terms and conditions, the payment of any bonuses, or any matter not covered by the terms and conditions) shall be determined solely by RQ.

6.6 Promotional activity

Any:

- (a) Breeder entitled to be paid a Breeder's QTIS Bonus and/or Breeder's QTISx Bonus; and
- (b) Owner or QTISx Owner entitled to be paid a QTIS Bonus or a QTISx Bonus or to receive a QTISx Voucher,

agrees:

- (c) at RQ's request, to participate in all promotional activity (such as publicity and photography) surrounding their entitlement to be paid, free of charge; and
- (d) to RQ using their names and images in promotional material.

6.7 Exclusion of liability

RQ will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with QTIS, the QTISx Voucher Bonus Scheme, any QTIS Race or any QTISx Race except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including but not limited to:

- (a) any existing or future disputes between any relevant Breeders, Owners and/or QTISx Owners;
- (b) any theft, unauthorised access or third-party interference;
- (c) any variation in bonus to that stated in these terms;
- (d) any tax liability incurred by a winner or entrant; or
- (e) any use of the bonus moneys or vouchers.

6.8 Goods and Services Tax

- (a) In this clause, a reference to "Recipient" is reference to:
 - (i) a Breeder entitled to be paid a Breeder's QTIS Bonus and/or a Breeder's QTISx Bonus; and/or
 - (ii) an Owner or a QTISx Owner entitled to be paid a QTIS Bonus or a QTISx Bonus or to receive a QTISx Voucher.
- (b) If the Recipient is GST registered, the Recipient agrees to the terms below in respect of GST on any amount payable:
 - (i) the Recipient (the Supplier) acknowledges that the Recipient is registered for GST purposes and will promptly notify RQ in writing if they cease to be registered for GST purposes;
 - (ii) the Recipient, (the Supplier) warrants that the ABN provided to RQ is correct and acknowledges that RQ relies on this ABN being correct;
 - (iii) the Recipient (the Supplier) will not issue tax invoices in relation to any amount payable to the Recipient by RQ;
 - (iv) RQ (the Recipient) may issue tax invoices in respect of amounts (supplies) that it has to pay the Breeder or the Owner or the QTISx Owner;
 - (v) the Recipient understands that RQ is registered for GST purposes and that it will notify the Recipient in writing immediately if it ceases to be GST registered or it is otherwise unable to satisfy the requirements allowing RQ to issue Recipient Created Tax Invoices (RCTI);
 - (vi) the Recipient (the Supplier) indemnifies RQ for any liability in respect of tax, over claimed credits, penalties or interest as a result of RQ issuing a RCTI in circumstances where the Recipient has failed to promptly notify RQ that the Recipient is no longer registered for GST; and

- (vii) the Recipient understands and agrees that RQ may set off the value of any liability, obligation or other amounts that the Recipient owes to RQ against any amounts due and owing or directed to the Recipient, including amounts payable through the Central Prize Money System administered by RQ.

6.9 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (f) a reference to this document includes the agreement recorded by this document;
- (g) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (h) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (i) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (j) a reference to 'month' means calendar month;
- (k) in the interpretation of this document, headings are to be disregarded;
- (l) references to '\$A', 'dollar', '\$' and to any amount not otherwise designated is to be construed as a reference to Australian currency; and
- (m) a reference to 'writing' includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent and visible form.

Schedule 1

2020/21 QTIS BONUSES (PER RACE CATEGORY)

| QTIS BONUSES | TOTAL | 1 ST * | 2 ND * | 3 RD * |
|-----------------------|----------|-------------------|-------------------|-------------------|
| Metropolitan Saturday | \$35,000 | \$24,500** | \$7,000** | \$3,500** |
| Metropolitan Midweek | \$12,000 | \$8,500** | \$2,300** | \$1,200** |
| Provincial | \$12,000 | \$8,500** | \$2,300** | \$1,200** |
| Country/Non-TAB | \$5,000 | \$3,500** | \$1,000** | \$500** |

* The QTIS Bonus payable to Owners on any QTIS Race will be reduced by RQ to account for the standard trainers and jockeys' percentages.

** Denotes figures that will increase by 50% when a filly/mare wins or runs a place in a QTIS Race.

Schedule 2

2020/21 QTISx RACE BONUS (AND APPLICABLE QTISx VOUCHER FOR QTISx RACES)

| | QTISx BONUS | QTISx VOUCHER VALUE |
|---|-------------|---------------------|
| QTISx Race that is a race run at Group 1 level | \$50,000* | \$100,000** |
| QTISx Race that is a race run at Group 2, Group 3, Listed, Restricted Listed or Feature level | \$10,000* | \$20,000** |

* The total QTISx Bonus payable to Owners on any QTISx Race will be reduced by RQ in respect of the standard trainers' and jockeys' percentages.

** The total value of the QTISx Voucher will be double the QTISx Bonus payable to the Owner, less any reductions made by RQ.