

General Conditions for the use of Queensland Race Information dated 1 March 2017

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.

April Statement has the meaning given in clause 3.2(b).

Assessable Turnover means:

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

Audit Purpose means to enable the Control Body to review, monitor or verify:

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

Authorised Operator has the meaning given in this Authority.

Authorised Representative means a person who is a member of the Authorised Operator's executive team who has been authorised by the Authorised Operator to perform each of the certification functions set out in clauses 3.2(c), 3.3(b), 5.2(a)(i), 5.3(a) and 5.4(a).

Authority comprises a Race Information Authority, these general conditions and its annexures and any special conditions.

Authority Period has the meaning given in this Authority.

Bet Back means a bet made by an Authorised Operator on the "backers" side of a bet with another Licensed Wagering Operator, 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 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 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.

Cap Period has the meaning given in clause 4.2(b).

Control Body means Racing Queensland Board (trading as Racing Queensland).

Financial Records has the meaning given in clause 3.5(a).

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

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'.

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.

Half Yearly Period means the periods:

- (a) 1 January to 30 June; or
- (b) 1 July to 31 December.

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

July Statement has the meaning given in clause 3.2(c).

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

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 that resulted on the Race; and
- (b) each MJML Eligible Portion 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:

$$A \times (B \div C)$$

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.

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 **Pre-Tax Gross Revenue** minus **GST Adjustment**.

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 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.

Pre-Tax Gross Revenue means Assessable Turnover minus Free Bets minus Bets Paid plus Bet Back Revenue.

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 Information Fees means the fees payable by the Authorised Operator under this Authority.

Race Meeting means a meeting of Races.

RCTI has the meaning given in clause 5.2.

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

Related Body Corporate has the meaning given to 'related body corporate' in the *Corporations Act 2001* (Cth).

Related Documents has the meaning given in clause 3.5(c)(i)C.

Thoroughbred Premium Race Meeting means:

- (a) a Race Meeting set out in Annexure 1;
- (b) where a Race Meeting set out in Annexure 1 is rescheduled or relocated, the Race Meeting as rescheduled or relocated; or
- (c) where a Race from a Race Meeting set out in Annexure 1 is rescheduled or relocated to another Race Meeting, that other Race Meeting.

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

Totalisator has the same meaning as in section 8 of the *Wagering Act 1998* (Qld).

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

Wagering Information means the information required to be provided by the Authorised Operator under clause 3.1.

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, this Authority.
 - (v) A reference to an agreement or document (including a reference to this Authority) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this 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) This Authority will remain in force for the duration of the Authority Period.
- (b) The Control Body may, in its absolute discretion, extend the Authority Period by written notice to the Authorised Operator.

3. Conditions about information required to calculate Race Information Fees

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

3.1 Provision of Wagering Information

The Authorised Operator must provide to the Control Body or its nominee all data which is reasonably required by the Control Body to calculate the Race Information Fees, including the data in Annexure 2.

3.2 Annual statements when the Assessable Turnover of the Authorised Operator exceeds \$5M for the Financial Year

- (a) This clause 3.2 applies when the Assessable Turnover of the Authorised Operator exceeds \$5M for the Financial Year.
- (b) By 30 April of the Financial Year, the Authorised Operator may give the Control Body a written statement, 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; and
 - (iii) any other financial information reasonably required or requested by the Control Body from time to time,
- for the period 1 July to 31 March of that Financial Year (the **April Statement**).
- (c) By 15 July, the Authorised Operator may give the Control Body a written statement, certified by the Authorised Representative, 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 the Control Body from time to time,
- for the previous Financial Year (the **July Statement**).
- (d) If the Authorised Operator provides the Control Body with an April Statement and a July Statement for a Financial Year in accordance with paragraphs (b) and (c), the Authorised Operator must give the Control Body a written statement within 90 days of the end of that 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; and
 - (iii) any other financial information reasonably required or requested by the Control Body from time to time,
- for the Financial Year.
- (e) If the Authorised Operator does not provide the Control Body with an April Statement and a July Statement for a Financial Year in accordance with paragraphs (b) and (c), the Authorised Operator must give the Control Body a written statement within 45 days of the end of that 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; and

- (iii) any other financial information reasonably required or requested by the Control Body from time to time,

for the Financial Year.

3.3 Annual statements when the Assessable Turnover of the Authorised Operator is less than or equal to \$5M for the Financial Year

- (a) This clause 3.3 applies when the Assessable Turnover of the Authorised Operator is less than or equal to \$5M for the Financial Year.
- (b) The Authorised Operator must give the Control Body a statutory declaration made by the Authorised Operator or an Authorised Representative of the Authorised Operator within 45 days of the end of a 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 the Control Body from time to time,

for that Financial Year.

3.4 Timing and form of Wagering Information

- (a) Subject to paragraph (b), the Authorised Operator must provide the Wagering Information for a particular week to the Control Body:
 - (i) by no later than the Wednesday of the following week; and
 - (ii) in the form or format reasonably required by the Control Body and notified to the Authorised Operator from time to time.
- (b) When the Assessable Turnover of the Authorised Operator is less than or equal to \$5M for a Financial Year, the Authorised Operator must provide the Wagering Information to the Control Body at the time and in the form or format reasonably required by the Control Body and notified to the Authorised Operator from time to time.

3.5 Review and audit of Wagering Information

- (a) 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**).
- (b) At any time during the Authority Period, or within 24 months after the Authority Period, but no more than once for the Authority Period, the Control Body may, by notice in writing to the Authorised Operator, audit, or procure the audit by an auditor of, the Financial Records for the Audit Purpose.
- (c) Upon receipt of a notice under paragraph (b), the Authorised Operator must:
 - (i) give the Control Body 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 the Control Body 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 the Control Body or its nominee auditor to undertake the Audit Purpose, including making staff available to provide information, explanations or answers to questions, as requested by the Control Body 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 the Control Body or its nominee auditor.
- (d) Except as otherwise required by law, the Control Body 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 the Control Body in connection with the Audit Purpose; and
 - B. the minister, department or agency responsible for administering the Act.

3.6 Reimbursement of audit costs

- (a) If, as a result of an audit conducted under clause 3.5, it is established that the Authorised Operator has unpaid or overdue Race Information Fees, then the Authorised Operator must reimburse the Control Body's reasonable costs incurred in undertaking the audit.
- (b) For the avoidance of doubt, the reimbursement of cost under paragraph (a) is in addition to any amounts that the Authorised Operator may be required to pay under this Authority.

3.7 Adjustments

The Control Body will calculate the total Race Information Fee that is payable by the Authorised Operator in accordance with this Authority. Without limiting any rights of the Control Body, if the amount calculated is:

- (a) more than the amount actually paid by the Authorised Operator for the Financial Year, the Authorised Operator must pay the Control Body the balance amount within 10 Business Days of receiving an invoice; or
- (b) less than the amount actually paid by the Authorised Operator for the Financial Year, the Control Body will refund the Authorised Operator the overpaid amount within 10 Business Days of receiving an invoice.

4. Conditions about the Race Information Fees

[The conditions in this clause 4 are imposed under section 135(3)(a) of the Act.]

4.1 Calculation of Race Information Fee

The Race Information Fee is calculated as follows:

Race Information Fee (for a Month) = On-Course Betting Fee + Totalisator Fee + Non-Totalisator Fee + Post-Month MJML Bet Fee:

Where:

- (a) **On-Course Betting Fee** = Premium On-Course Betting Fee + Standard On-Course Betting Fee.
- (b) **Totalisator Fee** = Premium Totalisator Fee + Standard Totalisator Fee.
- (c) **Non-Totalisator Fee** = Premium Non-Totalisator Fee + Standard Non-Totalisator Fee.
- (d) **Premium On-Course Betting Fee** = Assessable Turnover for Thoroughbred Premium Race Meetings derived from On-Course Bets during the Month x Premium OC Rate.
- (e) **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 OC Rate; and
 - (ii) Assessable Turnover for Harness Standard Race Meetings derived from On-Course Bets during the Month x OC Rate; and
 - (iii) Assessable Turnover for Thoroughbred Standard Race Meetings derived from On-Course Bets during the Month x OC Rate.
- (f) **Premium Totalisator Fee** = Assessable Turnover for Thoroughbred Premium Race Meetings derived from Totalisator Bets during the Month x PT Rate.
- (g) **Standard Totalisator Fee** = the aggregate of:
 - (i) Assessable Turnover for Greyhound Standard Race Meetings derived from Totalisator Bets during the Month x ST Rate; and
 - (ii) Assessable Turnover for Harness Standard Race Meetings derived from Totalisator Bets during the Month x ST Rate; and
 - (iii) Assessable Turnover for Thoroughbred Standard Race Meetings derived from Totalisator Bets during the Month x ST Rate.
- (h) **Premium Non-Totalisator Fee** = the aggregate of:
 - (i) 35% of Other Revenue for Thoroughbred Premium Race Meetings derived from Betting Exchange Bets during the Month;
 - (ii) when the Assessable Turnover of the Authorised Operator is less than or equal to \$5M for that Financial Year, the Assessable Turnover for Thoroughbred Premium Race Meetings derived from Other Bets during the Month x 1.5%; and

- (iii) when the Assessable Turnover of the Authorised Operator exceeds \$5M for that Financial Year, the greater of:
 - A. 2.5% of Assessable Turnover; or
 - B. 30% of Net Revenue,for Thoroughbred Premium Race Meetings derived from Other Bets during the Month.

(i) **Standard Non-Totalisator Fee** = the aggregate of:

- (i) when the Authorised Operator is a Betting Exchange, the aggregate of:
 - A. 35% of Other Revenue for Greyhound Standard Race Meetings derived from Betting Exchange Bets during the Month; and
 - B. 35% of Other Revenue for Harness Standard Race Meetings derived from Betting Exchange Bets during the Month; and
 - C. 35% of Other Revenue for Thoroughbred Standard Race Meetings derived from Betting Exchange Bets during the Month;
- (ii) when the Assessable Turnover of the Authorised Operator is less than or equal to \$5M for that Financial Year, 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%; and
- (iii) when the Assessable Turnover of the Authorised Operator exceeds \$5M for that Financial Year, the aggregate of:
 - A. the greater of:
 - 1) 1.75% of Assessable Turnover; or
 - 2) 15% of Net Revenue,for Greyhound Standard Race Meetings derived from Other Bets during the Month; and
 - B. the greater of:
 - 1) 1.75% of Assessable Turnover; or
 - 2) 15% of Net Revenue,for Harness Standard Race Meetings derived from Other Bets during the Month; and
 - C. the greater of:
 - 1) 1.75% of Assessable Turnover; or
 - 2) 15% of Net Revenue,

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

(j) **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 \$5M for the Financial Year - 1.5% of the Authorised Operator's Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet in respect of the Race;
 - B. when the Assessable Turnover of the Authorised Operator is more than \$5M for the Financial Year:
 - 1) if the Race referred to in clause 4.1(j)(i) occurs at a Greyhound Standard Race Meeting, Harness Standard Race Meeting or a Thoroughbred Standard Race Meeting - 1.75% of the Authorised Operator's Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet in respect of the Race;
 - 2) if the Race referred to in clause 4.1(j)(i) occurs at a Thoroughbred Premium Race Meeting - 2.5% of the Authorised Operator's Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet in respect of the Race.

(k) **Premium OC Rate** means:

- (i) when the Assessable Turnover of the Authorised Operator is less than or equal to \$5M for the entire Financial Year – 1.0%;
- (ii) when the Assessable Turnover of the Authorised Operator exceeds \$5M for that Financial Year:
 - A. 1.5% for the first \$5M; and
 - B. 2.5% once Assessable Turnover exceeds \$5M.

(l) **OC Rate** means:

- (i) when the Assessable Turnover of the Authorised Operator is less than or equal to \$5M for the entire Financial Year – 1.0%;
- (ii) when the Assessable Turnover of the Authorised Operator exceeds \$5M for that Financial Year:
 - A. 1.5% for the first \$5M; and
 - B. 1.75% once Assessable Turnover exceeds \$5M.

(m) **PT Rate** means:

- (i) 1.5%; and

- (ii) when the Assessable Turnover of the Authorised Operator exceeds \$5M for that Financial Year - 2.5%.
- (n) **ST Rate** means
 - (i) 1.5%; and
 - (ii) when the Assessable Turnover of the Authorised Operator exceeds \$5M for that Financial Year – 1.75%.
- (o) In determining the relevant rates to apply in clauses 4.1(k), (l), (m) and (n), the Control Body will assume that the Assessable Turnover of the Authorised Operator will exceed \$5M in a given Financial Year if:
 - (i) the Authorised Operator has informed the Control Body that its revenue will exceed \$5M; and/or
 - (ii) the Authorised Operator's Assessable Turnover for the previous Authority Period exceeded \$5M.
- (p) To avoid any doubt:
 - (i) if the Assessable Turnover for an Authorised Operator (other than a Licensed Wagering Operator who exclusively conducts an on-course wagering business) exceeds \$5M for that Financial Year during any Month, the relevant higher rate will apply for all of that Month;
 - (ii) if the Assessable Turnover for an Authorised Operator that is a Licensed Wagering Operator who exclusively conducts an on-course wagering business exceeds \$5M for that Financial Year, the relevant higher rate will apply for all of that Financial Year;
 - (iii) if the Assessable Turnover for an Authorised Operator is less than or equal to \$5M for that Financial Year and a higher rate has been applied based on the information in clause 4.1(o) above, the Control Body will apply a credit in favour of the Authorised Operator for the difference between the higher and the lower rate.

4.2 Cap on fee payable for Thoroughbred Premium Race Meetings

- (a) This clause 4.2 does not apply to an Authorised Operator that conducts a Betting Exchange.
- (b) If the Race Information Fee for Thoroughbred Premium Race Meetings paid by an Authorised Operator for the period 1 January 2017 to 31 December 2017 (the **Cap Period**) exceeds 4% of the Authorised Operator's Assessable Turnover on Thoroughbred Premium Meetings for the Cap Period, the Control Body will apply a credit at the end of the Authority Period in favour of the Authorised Operator for the difference between:
 - (i) 4% of the Authorised Operator's Assessable Turnover for Thoroughbred Premium Race Meetings during the Cap Period; and
 - (ii) the Race Information Fee for Thoroughbred Premium Race Meetings paid by the Authorised Operator for the Cap Period.

4.3 Summary

Meeting Category	On course betting	Tote	All Other – greater of:		Betting Exchange
	% of Assessable Turnover	% of Assessable Turnover	% of Net Revenue	% of Assessable Turnover	% of Net Revenue
Rates when Assessable Turnover is less than or equal to \$5M					
All codes aggregated	1.00	1.50	N/A	1.50	35.00
Rates when Assessable Turnover exceeds \$5M					
First \$5M turnover – all codes aggregated	1.50	1.50	N/A	1.50	35.00
Greyhound Standard Race Meetings – per Month	1.75	1.75	15.00	1.75	35.00
Harness Standard Race Meetings – per Month	1.75	1.75	15.00	1.75	35.00
Thoroughbred Standard Race Meetings – per Month	1.75	1.75	15.00	1.75	35.00
Thoroughbred Premium Race Meetings – per Month (capped at 4% of Assessable Turnover per annum)	2.50	2.50	30.00	2.50	35.00

4.4 Inconsistency

To the extent of any inconsistency between clauses 4.1 and 4.3, clause 4.1 will prevail.

5. Conditions about time for payment of Race Information Fees

[The conditions in this clause 5 are imposed under section 135(3)(b) of the Act and section 6(c) of the Regulations.]

5.1 Timing for payment

- (a) Subject to paragraph (b), an Authorised Operator must pay the Race Information Fee to the Control Body on a monthly basis in accordance with clause 5.2 and 5.3.
- (b) If an Authorised Operator, acting in good faith, reasonably expects that its Assessable Turnover for the Financial Year will be less than \$5 million, then the Authorised Operator may request, by notice in writing to the Control Body, that it pay six months' worth of Race Information Fees once per Half Yearly Period.

5.2 Where RCTI can be issued

If an Authorised Operator is legally entitled to issue a Recipient Created Tax Invoice (**RCTI**) in respect of the supply by the Control Body of the Authority:

- (a) the Authorised Operator must, within five Business Days of the end of each Month:
 - (i) give to the Control Body a written statement, certified by an Authorised Representative, 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;
 - (ii) issue a RCTI to the Control Body for the Race Information Fee for all three racing codes (if applicable) categorised as per clause 4.1; and
 - (iii) pay the Control Body the Race Information Fee within 10 Business Days of the end of the Month;
- (b) the Control Body will not issue a tax invoice in respect of its supply of the Authority;
- (c) the Control Body acknowledges that it is registered for GST and that, if it ceases to be registered, the Control Body will notify the Authorised Operator immediately; and
- (d) the Authorised Operator acknowledges that it is registered for GST and that, if it ceases to be registered, the Authorised Operator will notify the Control Body immediately and agrees that clause 5.3 will apply from that time.

5.3 Where RCTI cannot be issued

- (a) If an Authorised Operator is not legally authorised to issue a RCTI, the Authorised Operator must, within 5 Business Days of the end of each Month, give to the Control Body a written statement, certified by an Authorised Representative, 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 Information Fee is payable for the Month, the Control Body may within three Business Days of receiving the statement, issue a tax invoice to the Authorised Operator for the amount of the Race Information Fee.
- (c) The Authorised Operator must pay the Race Information Fee within three Business Days of receiving the tax invoice.

5.4 Half Yearly Payments

If, the Control Body has accepted a request under clause 5.1(b):

- (a) the Authorised Operator must, within 20 Business Days of the end of the Half Yearly Period, give to the Control Body a written statement, certified by an Authorised Representative, 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 relevant Half Yearly Period;

- (b) if a Race Information Fee is payable for the Half Yearly Period, the Control Body may within five Business Days of receiving the statement, issue a tax invoice to the Authorised Operator for the amount of the Race Information Fee; and
- (c) the Authorised Operator must pay the Race Information Fee within five Business Days of receiving the tax invoice.

5.5 Unpaid or overdue Race Information Fees

- (a) If the Authorised Operator fails to pay the Race Information Fees to the Control Body by the due date for payment, the Control Body 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 5.6 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 the Control Body) to the Control Body within 30 days of receipt of the reminder notice, the Control Body may, without prejudice to any other remedies, relief or rights that it may have, cancel this Authority.

5.6 Interest

- (a) The Control Body may charge the Authorised Operator interest calculated at the current Reserve Bank of Australia's cash target rate 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 the Control Body.

6. Standard conditions

[The conditions in this clause 6 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 the Control Body, in the Wagering Monitoring System established by the Control Body; and
 - (ii) comply with all reasonable requests by the Control Body to give the Control Body, 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.

7. Cancellation

Nothing in this Authority shall prejudice the right of the Control Body to cancel this Authority pursuant to section 139 of the Act and section 8 of the Regulations.

8. General

8.1 Assignment

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

8.2 Benefit of Authority

The Authorised Operator acknowledges that this 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.

8.3 Governing law and jurisdiction

This 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.

8.4 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 the Control Body 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 8.4 that have a defined meaning in the GST Law have the same meaning as in the GST Law unless the context indicates otherwise.

8.5 Notices

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

- (a) must be in writing (unless otherwise agreed by the Control Body 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 this 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.

ANNEXURE 1 – Thoroughbred Premium Race Meeting

Summer Carnival

Date	Day	Club	Venue	Meeting Description
07-Jan-17	Sat	Gold Coast TC	Gold Coast	Jockey State of Origin
14-Jan-17	Sat	Gold Coast TC	Gold Coast	Magic Millions
02-Dec-17	Sat	Brisbane RC	Doomben	George Moore Stakes
09-Dec-17	Sat	Brisbane RC	Eagle Farm	Brisbane Handicap
16-Dec-17	Sat	Brisbane RC	Doomben	Lough Neagh Stakes
23-Dec-17	Sat	Brisbane RC	Doomben	Bernborough Stakes
30-Dec-17	Sat	Brisbane RC	Eagle Farm	Vo Rogue Plate

Winter Carnival

Date	Day	Club	Venue	Meeting Description
29-Apr-17	Sat	Brisbane RC/Eagle Farm	Eagle Farm	Victory Stakes
06-May-17	Sat	Gold Coast TC	Gold Coast	A.D. Hollindale Stakes
13-May-17	Sat	Brisbane RC	Doomben	Doomben 10,000
20-May-17	Sat	Brisbane RC	Doomben	Doomben Cup
27-May-17	Sat	Brisbane RC	Eagle Farm	BTC Cup
03-Jun-17	Sat	Brisbane RC	Eagle Farm	Queensland Oaks
10-Jun-17	Sat	Brisbane RC	Eagle Farm	Stradbroke Handicap
17-Jun-17	Sat	Ipswich TC	Ipswich	Ipswich Cup
24-Jun-17	Sat	Tattersalls RC	Eagle Farm	Tattersall's Tiara

ANNEXURE 2 – Wagering Data

The data required by the Control Body to calculate the Race Information Fees includes:

- (a) Authorised Operator Unique ID
- (b) Name of Authorised Operator
- (c) Event Date
- (d) Bet Result Date
- (e) Code of racing
- (f) Venue Code
- (g) Venue
- (h) Race Number
- (i) Other Bets taken (excluding MJML Bets)
- (j) Other Bets paid (excluding MJML Bets)
- (k) Net Customer Winnings
- (l) All Bet Backs
- (m) Bet Back Revenue
- (n) Other Revenue
- (o) Other Bets MJML Eligible Portions
- (p) Other Bets MJML Eligible Portions of winning MJML Bets
- (q) Other Bets - Free Bets taken
- (r) Other Bets - Free Bets paid
- (s) Other Bets - count of bets
- (t) Other Bets - count of unique clients (by race)
- (u) Other Bets - count of unique clients (by meeting)
- (v) Other Bets - count of unique clients (year to date)
- (w) Other Bets - count of new clients (by race)
- (x) Other Bets - turnover (mobile incl apps, mobile sites)
- (y) Other Bets - turnover (internet desktop)
- (z) Other Bets - turnover (contact centre)
- (aa) Other Bets - turnover (retail)
- (bb) Other Bets - turnover (licensed venue)

- (cc) Other Bets - turnover (oncourse)
- (dd) Totalisator - Bets taken (excluding MJML Bets)
- (ee) Totalisator - Bets paid (excluding MJML Bets)
- (ff) Totalisator - Other Revenue
- (gg) Jackpots created
- (hh) Totalisator - Free Bets taken
- (ii) Totalisator - Free Bets paid
- (jj) Totalisator - count of bets
- (kk) Totalisator - count of unique clients (by race)
- (ll) Totalisator - count of unique clients (by meeting)
- (mm) Totalisator - count of unique clients (year to date)
- (nn) Totalisator - count of new clients (by race)
- (oo) Totalisator - turnover (mobile incl apps, mobile sites)
- (pp) Totalisator - turnover (internet desktop)
- (qq) Totalisator - turnover (contact centre)
- (rr) Totalisator - turnover (retail)
- (ss) Totalisator - turnover (licensed venue)
- (tt) Totalisator - turnover (oncourse)
- (uu) On-Course – turnover
- (vv) On-Course – Bet Backs
- (ww) On-Course - Free Bets taken
- (xx) On-Course - Free Bets paid
- (yy) On-Course - count of bets
- (zz) On-Course - count of unique clients (by race)
- (aaa) On-Course - count of unique clients (by meeting)
- (bbb) On-Course - count of unique clients (year to date)
- (ccc) On-Course - count of new clients (by race)
- (ddd) On-Course MJML Eligible Portions
- (eee) On-Course MJML Eligible Portions of winning MJML Bets
- (fff) Total count of unique clients (by race)

- (ggg) Total count of unique clients (by meeting)
- (hhh) Total count of unique clients (year to date)
- (iii) Total count of new clients (by race)