



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

QTIS and QTISx terms and conditions (as at 1 August 2021)

# Agreed terms

## 1 Definitions and interpretation

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### 1.1 Definitions

In this document:

<b>Term</b>	<b>Definition</b>
<b>Black Type Races</b>	means any race that is a Group Race, Restricted Listed or Listed Race as defined by the Australian Rules of Racing.
<b>Breeder</b>	means either: <ul style="list-style-type: none"><li>(a) the person named as the Breeder in the studbook; or</li><li>(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.</li></ul>
<b>Breeder's QTIS Bonus</b>	means a payment equal to six per cent (6%) of the applicable QTIS Bonus payable in respect of an Eligibility A Horse.
<b>Breeder's QTISx Bonus</b>	means the applicable following amount payable by RQ to the Breeder: <ul style="list-style-type: none"><li>(a) for a Group 1 Race, \$10,000 (GST inclusive); or</li><li>(b) for any QTISx Race (other than a Group 1 Race), \$5,000 (GST inclusive).</li></ul>
<b>Business Day</b>	means a day that is not a Saturday, Sunday or public holiday in Brisbane.
<b>Eligibility A Horse</b>	has the meaning outlined in clause 2.1.
<b>Eligibility B Horse</b>	has the meaning outlined in clause 2.2.
<b>Feature Race</b>	means any race, other than a Black Type Race, for which the prizemoney is \$100,000 or greater.
<b>Manager</b>	has the meaning given to that term in the Australian Rules of Racing.
<b>Owner</b>	has the meaning given to that term in the Australian Rules of Racing.
<b>Prescribed Nomination Form</b>	means, for a QTIS eligible horse, the form issued by RQ which provides for the nomination of that horse for registration with QTIS.
<b>QTIS</b>	means the Queensland Thoroughbred Incentive Scheme.
<b>QTIS Bonus</b>	means the bonuses outlined in the QTIS Bonus Schedule payable by RQ in respect of a QTIS Horse that places first, second or third in a QTIS Race.

<b>Term</b>	<b>Definition</b>
<b>QTIS Bonus Schedule</b>	means the schedule of that name issued by RQ which specifies the bonuses payable in respect of QTIS and the QTISx Voucher Bonus Scheme from time to time. A copy of the QTIS Bonus Schedule is attached to these terms and conditions.
<b>QTIS First Payment</b>	means the applicable first payment to be made by an Owner to register its horse with QTIS in accordance with clause 2.
<b>QTIS Horse</b>	means a horse that is registered with QTIS as either an Eligibility A Horse in accordance with clause 2.1 or an Eligibility B Horse in accordance with clause 2.2.
<b>QTIS Race</b>	means one of the QTIS Races.
<b>QTIS Races</b>	means: <ul style="list-style-type: none"> <li>(a) all of the 2-year-old or 3-year-old races sanctioned by RQ and conducted in Queensland (except for Black Type Races or Feature Races); and</li> <li>(b) any other race selected by RQ to be a QTIS Race that is specified in the racing calendar and is conducted in Queensland.</li> </ul>
<b>QTISx Bonus</b>	means the bonuses outlined in the QTIS Bonus Schedule payable by RQ in respect of a QTIS Horse that places first in a QTISx Race.
<b>QTISx Races</b>	means: <ul style="list-style-type: none"> <li>(a) all Black Type Races conducted in Queensland; and</li> <li>(b) the Feature Races selected by RQ to be QTISx Races that are specified in the racing calendar and conducted in Queensland.</li> </ul>
<b>QTISx Sales</b>	means any of the following sales: <ul style="list-style-type: none"> <li>(a) the Gold Coast Magic Millions Yearling Sale;</li> <li>(b) the Gold Coast Magic Millions March Yearling Sale;</li> <li>(a) the Capricornia Yearling Sale; and</li> <li>(b) the Gold Coast Magic Millions National Yearling Sale.</li> </ul>
<b>QTISx Voucher</b>	means a voucher of the same name that may be issued by RQ to the Owner of a QTIS Horse that places first in a QTISx Race in accordance with clause 5.

<b>Term</b>	<b>Definition</b>
<b>QTISx Voucher Bonus Scheme</b>	means the bonus scheme under clause 5.
<b>racing calendar</b>	has the meaning given to that term in the Australian Rules of Racing.
<b>racing season</b>	means the season of racing in Queensland that commences in each year on 1 August and concludes on 31 July in the next calendar year.
<b>Redemption Form</b>	means the form entitled "QTISx – To Redeem Voucher" available from RQ.
<b>RQ</b>	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.
<b>Rules of Racing</b>	has the meaning given in clause 6.1.
<b>Seller</b>	means the sales company at any of the QTISx Sales.

## **2 Eligibility**

To become a QTIS Horse, a horse must be registered with QTIS as either an Eligibility A Horse or an Eligibility B Horse in accordance with the following process.

### **2.1 Eligibility A – Queensland Sired**

A horse may be registered as an Eligibility A Horse if:

- (a) it is the progeny of a stallion that was standing in Queensland at the time of conception; and
- (b) it is nominated for registration with QTIS using the Prescribed Nomination Form; and
- (c) all payments are made in respect of the horse in accordance with the timeframe/s set out in the Prescribed Nomination Form.

### **2.2 Eligibility B – Breedback**

A horse may be registered as an Eligibility B Horse if, despite not being the progeny of a stallion that was standing in Queensland at the time of conception:

- (a) its dam was covered by a Queensland domiciled stallion in the year of its birth (where that cover was the last cover of the dam in the relevant year);
- (b) it is nominated for registration with QTIS using the Prescribed Nomination Form; and
- (c) all payments are made in respect of the horse in accordance with the timeframe/s set out in the Prescribed Nomination Form.

### **2.3 Registration with QTIS**

- (a) RQ may decide to accept or reject the nomination of any horse for QTIS in its sole discretion.

- (b) Except as otherwise provided in these terms and conditions, the registration of a horse for QTIS will be final and the relevant horse will be considered a QTIS Horse for the duration of its racing career.

## **2.4 Ineligibility for QTIS**

- (a) If, at any time, RQ determines that:
  - (i) the nomination of a horse for QTIS does not comply with these terms and conditions; or
  - (ii) a horse is not eligible to be registered with QTIS (whether before or after the horse has been registered),

RQ may:

- (iii) reject the nomination of the horse for QTIS; or
  - (iv) cancel the horse's registration with QTIS,  
and will refund any payments made in respect of the horse's registration less an administration fee of \$350 (plus GST).
- (b) The Owner and/or Breeder of a horse nominated for registration with QTIS must furnish RQ with all documents or such other information as requested by RQ to determine the horse's eligibility for QTIS in accordance with these terms and conditions.
  - (c) Where RQ cancels a horse's registration with QTIS:
    - (i) RQ may request that the Owner and/or Breeder repay any bonuses received in respect of the horse's participation with QTIS, in which case the Owner and/or Breeder must repay such bonuses to RQ within the timeframe stipulated in the request; and
    - (ii) for the avoidance of doubt, the horse may be disqualified from any races in which it would otherwise have been ineligible to compete and request any prizemoney earned by the horse in respect of its participation in those races to be returned, refunded or otherwise dealt with in accordance with the Rules of Racing.

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

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### **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 the QTIS First Payment in respect of the horse at the time of the sale then the subsequent Owner of the horse who completes all of the required payments for the horse's registration with QTIS 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 for registration with QTIS using the Prescribed Nomination Form (if not already nominated).

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

For the avoidance of doubt:

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

## **4 QTIS Bonus and QTISx Bonus**

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### **4.1 QTIS Bonuses**

- (a) Subject to clauses 4.2 and 4.4, QTIS Bonuses will be paid in respect of QTIS Horses that place first, second and third in QTIS Races in accordance with the QTIS Bonus Schedule.
- (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 in respect of the QTIS Horse will be increased by 50%. For the avoidance of any doubt, this increase only applies to the QTIS Bonus and not the QTISx Bonus.

#### **4.3 QTISx Bonuses**

- (a) Subject to clauses 4.4 and 5.1, QTISx Bonuses will be paid in respect of QTIS Horses that place first in QTISx Races in accordance with the QTIS Bonus Schedule.
- (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 bonus earned by a QTIS Horse under these terms and conditions will be distributed to the Owners in accordance with the usual process for the payment of prizemoney in Queensland and reduced to reflect the standard percentages paid to trainers and jockeys in accordance with the Rules of Racing.

#### **4.5 QTIS Bonus Schedule**

- (a) The QTIS Bonus Schedule sets out the amount of any QTIS Bonus or QTISx Bonus payable in respect of a QTIS or QTISx Race.
- (b) If there is any inconsistency between an amount set out in the QTIS Bonus Schedule or an amount set out in the racing calendar, the QTIS Bonus Schedule will prevail to the extent of the inconsistency.

#### **4.6 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**

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### **5.1 QTISx Voucher Bonus Scheme**

- (a) Where a QTISx Voucher is available for a QTIS Horse winning a QTISx Race (as set out in the QTIS Bonus Schedule), 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 convert their share of the relevant QTISx Bonus into a QTISx Voucher in accordance with this clause.
- (b) A QTISx Voucher will be for double the value of the QTISx Bonus payable to the Owner under clause 4.3 (subject to any reductions made by RQ under clause 4.4).
- (c) To convert their share of a QTISx Bonus into a QTISx Voucher, an Owner must submit a completed QTISx Registration Form to RQ within 30 days of their horse winning an eligible QTISx Race.
- (d) Upon receipt of a completed QTISx Registration Form from an Owner, RQ will issue the Owner with a QTISx Voucher for the applicable amount as set out in clause 5.1(b).
- (e) Where an Owner does not submit a completed QTISx Registration Form to RQ within 30 days of their horse winning an eligible QTISx Race, RQ will pay the Owner their share of the QTISx Bonus as a cash payment in accordance with the usual process for the payment of prizemoney in Queensland.
- (f) For the purposes of this clause, RQ may, but is not obliged to, notify the Manager of a QTIS Horse of the availability of the QTISx Voucher Bonus Scheme for the horse's Owners. Where RQ does so, the Manager agrees to notify each other Owner (if any) of their option to convert their share of a relevant QTISx Bonus into a QTISx Voucher pursuant to this clause 5.1.
- (g) Each Owner agrees that neither RQ nor the Manager will be liable for any failure to notify the Owners (including the Manager, as the case may be) of the availability of the QTISx Voucher Bonus Scheme in accordance with clause 5.1(f).
- (h) A QTISx Voucher issued to an Owner in accordance with this clause 5.1 will be provided instead of the QTISx Bonus that would otherwise be payable to the Owner under these terms and conditions and the 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).

### **5.2 Using a QTISx Voucher**

An Owner may use a QTISx Voucher against the purchase of any one or more QTIS eligible yearlings sold at QTISx Sales subject to the following requirements:

- (a) QTISx Vouchers must be used by submitting to RQ a completed Redemption Form no later than 30 days following the completion of the relevant QTISx Sale;
- (b) QTISx Vouchers may not be used in the following circumstances:
  - (i) to purchase a horse which the Owner has bred or in which he or she has a beneficial interest (regardless of whether the 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 an Owner may be aggregated and used together for a sale;
- (d) an 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;
- (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 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 Owner under clause 5.2(e)(i), RQ will issue the 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; and
- (g) QTISx Vouchers may only be used by the 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**

Except where otherwise communicated in writing by RQ, QTISx Vouchers (including those issued to an Owner in accordance with clause 5.2(e)(ii)) that have not been used by the end of the racing season following the season in which the relevant QTISx Race was won will be declared null and void and the remaining cash value of the applicable QTISx Bonus will be paid to the 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**

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### **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 as adopted by Racing Queensland from time to time.

### **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 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.

### **6.5 Promotional activity**

Any:

- (a) Breeder entitled to be paid a Breeder's QTIS Bonus and/or Breeder's QTISx Bonus; and
- (b) 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.

### **6.6 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 and/or 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.

### **6.7 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 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;
  - (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.

## **6.8 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.

## QTIS BONUS SCHEDULE

### QTIS BONUSES (PER RACE CATEGORY)

QTIS BONUSES	TOTAL	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>
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

**Notes:**

1. These figures will be reduced to reflect the standard percentages paid to trainers and jockeys in accordance with the Rules of Racing (as per clause 4.4 of these terms and conditions).
2. Figures will be increased by 50% when a filly/mare wins or runs a place in a QTIS Race (as per clause 4.2 of these terms and conditions).

### QTISx BONUSES (AND APPLICABLE QTISx VOUCHER FOR ELIGIBLE QTISx RACES)

QTISx RACE	QTISx BONUS	QTISx VOUCHER VALUE
QTISx Race that is a Group 1 race	\$50,000	\$100,000
QTISx Race that is a Group 2, Group 3, Listed or Restricted Listed race	\$10,000	\$20,000
QTISx Race that is a Feature Race with total prizemoney (excl. bonuses) of ≥ \$125,000	\$15,000	No voucher option
QTISx Race that is a Feature Race with total prizemoney (excl. bonuses) of < \$125,000	\$20,000	No voucher option

**Notes:**

1. These figures will be reduced to reflect the standard percentages paid to trainers and jockeys in accordance with the Rules of Racing (as per clause 4.4 of these terms and conditions).
2. A QTISx Voucher will be for double the value of the QTISx Bonus payable to the Owner under clause 4.3 (subject to any reductions made by RQ under clause 4.4 of these terms and conditions).