

# General Conditions for the use of Queensland Race Information effective from 1 ~~January 2018 (amended with effect from 1 February 2019)~~ July 2019

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

## 1. Defined terms and Interpretation

### 1.1 Definitions

The following definitions apply unless the context requires otherwise.

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

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

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

**Assessable Turnover** means:

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

**Audit Purpose** means to enable ~~the Control Body~~ [Racing Queensland](#) to review, monitor or verify:

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

**Authorised Operator** means a Licensed Wagering Operator who has been granted a Race Information Authority by ~~the Control Body~~ [Racing Queensland](#).

**Authorised Operator Brand** means [each separate consumer facing brand pursuant to which the Authorised Operator \(and/or its Related Bodies Corporate\) accepts or otherwise enters into Betting Transactions at any time as contemplated by these General Conditions.](#)

**Authorised Representative** means a person who is an employee of the Authorised Operator who has been authorised by the Authorised Operator to perform each of the functions set out in clauses [4.17.1\(a\)](#) and [5.48.4\(b\)](#).

**Authority** comprises a Race Information Authority, these ~~general conditions~~ [General Conditions](#) and any special conditions.

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

**Base Amount** means the Total Assessable Turnover for an Authorised Operator for the immediately preceding Financial Year.

**Bet Back** means a bet made by an Authorised Operator on the "backers" side of a bet with another Licensed Wagering Operator authorised to use Queensland Race Information pursuant to a current Race Information Authority, for the purposes of reducing, completely or partly, the liability of a bet received by the Authorised Operator on a Race. Where the bet constituting the Bet Back relates to a MJML Bet, the Bet Back will only be a bet back to the extent of the MJML Eligible Portion.

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

**Bets Paid** means the aggregate of:

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

but excluding:

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

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

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

including, for example, 'money back offers', but will be adjusted to reflect a refund of a validly cancelled Betting Transaction under any applicable law.

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

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

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

**Betting Intermediary** means a person which:

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

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

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

**Betting Intermediary Arrangement** means any Scheme in respect of which:

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

**Betting Transaction** means:

- (a) ~~Other~~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~~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 3.2(b).~~

**Complainant** means a person who submits a Complaint.

**Complaint** means a written complaint submitted on the electronic form at <http://www.racingqueensland.com.au/corporate/wagering-licencing/minimum-bet-limits> in

relation to the Authorised Operator for an alleged breach of the obligations set out in clause ~~8. Control Body means the Racing Queensland Board (trading as Racing Queensland)~~11.

**Financial Records** has the meaning given in clause ~~6.29.2~~.

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

**Fit and Proper Person** means a person who:

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

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

- (a) which constitutes a bad or doubtful debt of the Authorised Operator;
- (a) in respect of which payment is subsequently waived, compromised, released or forgiven by the Authorised Operator; or
- (b) 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.

**Growth Percentage** means the percentage calculated in accordance with the following formula:

$$a = \frac{(b - c)}{c}$$

where:

- (a) = the Growth Percentage
- (b) = the Total Assessable Turnover for the current Incentive Period
- (c) = the Base Amount.

an example of which is set out in clause 4.3(b).

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

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

**GST Adjustment** means:

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

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

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

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

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

**Incentive Period** means the period from 1 July – 30 June.

**Incentive Program** means the program pursuant to which an Authorised Operator may be entitled to a Rebate, as contemplated by clause 4.

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

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

**Minimum Bet Limit** has the meaning given in clause 811.

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

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

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

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

**MJML Eligible Portion Calculation** means the amount calculated as follows:

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

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

where:

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

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

**C** means the number of contingencies with the MJML Bet.

**Month** means a calendar month.

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

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

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

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

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

- (a) does not offer or accept Totalisator Bets; and
- (b) exclusively conducts an on-course wagering business.

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

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

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

**Prescribed Outcome** means:

- (a) reducing the amount of, or deferring the due date for payment of, any Race Field Fee that, but for the operation of the Scheme, would have been payable by the Authorised Operator to Racing Queensland; or
- (b) otherwise not being bound by an obligation under these General Conditions which, but for the operation of the Scheme, the Authorised Operator would be bound.

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

~~**Premium Meeting** means the Race Meetings listed as Premium Race Meetings at <http://www.racingqueensland.com.au/corporate/wagering/licencing/race-information>.~~

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

- (a) where a thoroughbred Race Meeting containing a Qualifying Race is rescheduled or relocated, the Race Meeting as rescheduled or relocated; or

(b) [where a Qualifying Race is rescheduled or relocated to another Race Meeting, that other Race Meeting.](#)

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

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

**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 Field Fees** means the fees payable by the Authorised Operator under the Authority [for the use of Queensland Race Information.](#)

**Race Meeting** means a meeting of Races.

**Rebate** is the amount of any rebate payable to an Authorised Operator in respect of its Race Field Fees at the end of an Incentive Period (if any), calculated in accordance with [clause 4.3.](#)

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

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

**Related Documents** has the meaning given in clause ~~6.39~~[3](#)(b)(i)C.

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

- (a) [win;](#)
- (b) [place;](#)
- (c) [trifecta;](#)
- (d) [exacta;](#)
- (e) [quinella;](#)
- (f) [duet;](#)
- (g) [first 4;](#)
- (h) [multiples;](#)
- (i) [doubles;](#)

- (j) fixed odds;
- (k) starting price;
- (l) best fluctuation;
- (m) concession;
- (n) Totaliser odds;
- (o) jockey challenge; and
- (p) quadrella.

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

**Scheme means:**

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

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

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

**~~Thoroughbred Premium Race Meeting means:~~**

- ~~(a) a thoroughbred Race Meeting listed as a Premium Meeting, as amended from time to time;~~
- ~~(b) where a thoroughbred Race Meeting listed as a Premium Meeting is rescheduled or relocated, the Race Meeting as rescheduled or relocated; or~~
- ~~(c) where a thoroughbred Race from a Race Meeting listed as a Premium Meeting is rescheduled or relocated to another Race Meeting, that other Race Meeting.~~

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

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

**Total Assessable Turnover** means the aggregate value of Assessable Turnover for the relevant period.

**Totalisator** has the meaning given in section 8 of the Wagering Betting 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.

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

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

**Total RQ Wagering Turnover** means the aggregate of:

- (a) Assessable Turnover for a Financial Year; plus
- (b) any other revenue generated by Racing Queensland from wagering that does not otherwise constitute Assessable Turnover under these General Conditions, which for the avoidance of doubt, includes any revenue generated pursuant to an agreement or arrangement with a State wagering partner from time to time (which as at the date of these General Conditions is UBET Pty Ltd).

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

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

## 1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after 'includes', 'including', 'for example' or similar expressions does not limit what else might be included.
- (c) The following rules apply unless the context requires otherwise:
  - (i) The singular includes the plural, and the converse also applies.
  - (ii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
  - (iii) A reference to a person includes an individual, corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
  - (iv) A reference to a clause, schedule or annexure is a reference to a clause of, or schedule or annexure to, the Authority.
  - (v) A reference to an agreement or document (including a reference to the Authority) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by the Authority or that other agreement or document.
  - (vi) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
  - (vii) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.

- (viii) A reference to 'dollars' or '\$' is to Australian currency.
- (ix) A reference to time is to Brisbane time.
- (x) A reference to an amount for which a person is contingently liable includes an amount that that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability actually arises.

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## 2. Conditions about the duration of the Authority

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

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

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## 3. Conditions about ~~the Race Information~~ [Field Fees](#)

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

### 3.1 Calculation of Race ~~Information-Fee~~ [Field Fees](#)

The Race ~~Information~~ [Field](#) Fee is calculated on a ~~monthly~~ [Monthly](#) basis as ~~follows~~ [the total of each of the following amounts for the preceding Month](#):

Race ~~Information~~ [Field](#) Fee (for a Month) = On-Course Betting Fee + Totalisator Fee + ~~Non-Other Bet Fee +~~ Totalisator [Derived](#) Fee + Post-Month MJML Bet Fee~~;~~

Where:

*On-Course Betting Fee*

- (a) **On-Course Betting Fee** = Premium On-Course Betting Fee + Standard On-Course Betting Fee.
- (b) **Premium On-Course Betting Fee** = Assessable Turnover for [Premium](#) Thoroughbred ~~Premium Race~~ Meetings derived from On-Course Bets during the Month x Premium OC Rate.
- (c) **Standard On-Course Betting Fee** = the aggregate of:
  - (i) Assessable Turnover for Greyhound Standard Race Meetings derived from On-Course Bets during the Month x 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.
- (d) **Premium OC Rate** means:
  - A. when the Assessable Turnover of the Authorised Operator is less than or equal to \$5 million for the relevant Financial Year, ~~4.01~~ [1.00](#)%; and

- B. when the Assessable Turnover of the Authorised Operator exceeds \$5 million for the relevant Financial Year, ~~2.5~~2.50%.

(e) **OC Rate** means:

- A. when the Assessable Turnover of the Authorised Operator is less than or equal to \$5 million for the relevant Financial Year, ~~4.0~~1.00%; and
- B. when the Assessable Turnover of the Authorised Operator exceeds \$5 million for the relevant Financial Year, ~~2.0~~2.00%.

*Totalisator Fee*

(f) **Totalisator Fee** = Premium Totalisator Fee + Standard Totalisator Fee.

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

(h) **Standard Totalisator Fee** = the aggregate of:

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

(i) **Thoroughbred PT Rate** means:

- (i) when the Assessable Turnover of the Authorised Operator is less than or equal to \$5 million for the relevant Financial Year, ~~4.5~~1.50%; and
- (ii) when the Assessable Turnover of the Authorised Operator exceeds \$5 million for the relevant Financial Year, ~~2.5~~2.50%.

(j) **Greyhound ST Rate** means:

- (i) when the Assessable Turnover of the Authorised Operator is less than or equal to \$5 million for the relevant Financial Year, ~~4.5~~1.50%; and
- (ii) when the Assessable Turnover of the Authorised Operator exceeds \$5 million for the relevant Financial Year, ~~2.0~~2.00%.

(k) **Harness ST Rate** means:

- (i) when the Assessable Turnover of the Authorised Operator is less than or equal to \$5 million for the relevant Financial Year, 1.50%; and
- (ii) when the Assessable Turnover of the Authorised Operator exceeds \$5 million for the relevant Financial Year, 2.00%.

(l) **Thoroughbred ST Rate** means:

- (i) when the Assessable Turnover of the Authorised Operator is less than or equal to \$5 million for the relevant Financial Year, 1.50%; and
- (ii) when the Assessable Turnover of the Authorised Operator exceeds \$5 million for the relevant Financial Year, 2.00%.

~~Non-Totalisator~~Other Bet Fee

(m) ~~(k) Non-Totalisator~~Other Bet Fee = Premium ~~Non-Totalisator~~Other Bet Fee + Standard ~~Non-Totalisator~~Other Bet Fee.

(n) ~~(l) Premium~~ Non-Totalisator~~Other Bet~~ Fee = the aggregate of:

- (i) ~~3540.00%~~ of Other Revenue for Premium 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 \$5 million for the relevant Financial Year, the Assessable Turnover for Premium Thoroughbred ~~Premium-Race~~ Meetings derived from Other Bets during the Month x ~~4.51.50%~~%; and
- (iii) when the Assessable Turnover of the Authorised Operator exceeds \$5 million for the relevant Financial Year, the greater of:
  - A. ~~2.52.75%~~ of Assessable Turnover; or
  - B. ~~3026.00%~~ of Net Revenue,
 for Premium Thoroughbred ~~Premium-Race~~ Meetings derived from Other Bets during the Month.

(o) ~~(m) Standard~~ Non-Totalisator~~Other Bet~~ Fee = the aggregate of:

- (i) when the Authorised Operator is a Betting Exchange, the aggregate of:
  - A. ~~3540.00%~~ of Other Revenue for Greyhound Standard Race Meetings derived from Betting Exchange Bets during the Month; and ~~B. —35~~
  - B. 40.00% of Other Revenue for Harness Standard Race Meetings derived from Betting Exchange Bets during the Month; and ~~C. —35% of Other Revenue for~~
  - C. 40.00% of Other Revenue for Thoroughbred Standard Race Meetings derived from Betting Exchange Bets during the Month; and
- (ii) when the Assessable Turnover of the Authorised Operator is less than or equal to \$5 million for the relevant Financial Year, the Assessable Turnover derived from Other Bets for Greyhound Standard Race Meetings, Harness Standard Race Meetings and Thoroughbred Standard Race Meetings derived from Betting Exchange Bets during the Month x 1.5%; and
- (iii) ~~(ii) when the Assessable Turnover of the Authorised Operator is less than or equal to~~exceeds \$5 million for the relevant Financial Year, the ~~Assessable Turnover derived from Other Bets for Greyhound Standard Race Meetings, Harness Standard Race Meetings and Thoroughbred Standard Race Meetings during the Month x 1.5%;~~

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

A. the greater of:

- 1) ~~2.0~~2.00% of Assessable Turnover; or
- 2) ~~46~~16.00% of Net Revenue,

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

B. the greater of:

- 1) ~~2.0~~2.10% of Assessable Turnover; or
- 2) ~~46~~18.00% of Net Revenue,

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

C. the greater of:

- 1) ~~2.0~~2.50% of Assessable Turnover; or
- 2) ~~46~~21.00% of Net Revenue,

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

Totalisator Derived Fee

(p) Totalisator Derived Fee = Premium Totalisator Derived Fee + Standard Totalisator Derived Fee.

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

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

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

A. 3.25% of Assessable Turnover; or

B. 36.00% of Net Revenue.

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

(r) Standard Totalisator Derived Fee = the aggregate of:

(i) when the Assessable Turnover of the Authorised Operator is less than or equal to \$5 million for the relevant Financial Year, the Assessable Turnover derived from Totalisator Derived Bets for Greyhound Standard Race Meetings, Harness Standard Race Meetings and Thoroughbred Standard Race Meetings during the Month x 1.5%; and

- (ii) when the Assessable Turnover of the Authorised Operator exceeds \$5 million for the relevant Financial Year, the aggregate of:
- A. the greater of:
- a) 2.00% of Assessable Turnover; or
- b) 16.00% of Net Revenue,
- for Greyhound Standard Race Meetings derived from Totalisator Derived Bets during the Month; and
- B. the greater of:
- a) 2.50% of Assessable Turnover; or
- b) 21.00% of Net Revenue,
- for Harness Standard Race Meetings derived from Totalisator Derived Bets during the Month; and
- C. the greater of:
- a) 3.00% of Assessable Turnover; or
- b) 26.00% of Net Revenue,
- for Thoroughbred Standard Race Meetings derived from Totalisator Derived Bets during the Month.

*Post-Month MJML Bet Fee*

(s) ~~(rs)~~ **Post-Month MJML Bet Fee =**

- (i) where an MJML Eligible Portion of an MJML Bet in respect of a Race occurs outside the Month but where that Betting Transaction resulted within the Month, the following rates apply:
- A. when the Assessable Turnover of the Authorised Operator is less than or equal to \$5 million for the relevant Financial Year, the rate of 1.5% will apply to 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 \$5 million for the relevant Financial Year:
- 1) if the Race referred to in clause 3.1(~~rs~~)(i) occurs at a Greyhound Standard Race Meeting, the rate of 2.00% will apply to the Authorised Operator's Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet in respect of the Race; or
- 2) if the Race referred to in clause 3.1(s)(i) occurs at a Harness Standard Race Meeting, the rate of 2.10% will apply to the Authorised Operator's Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet in respect of the Race; or

3) if the Race referred to in clause 3.1(s)(i) occurs at a Thoroughbred Standard Race Meeting, the rate of ~~2.0~~2.50% will apply to the Authorised Operator's Assessable Turnover derived from the MJML ~~Eligible Portion of the MJML~~ Bet in respect of the Race; or

4) ~~2)~~ if the Race referred to in clause 3.1(~~ns~~)(i) occurs at a Premium Thoroughbred ~~Premium Race~~ Meeting, the rate of ~~2.5~~2.75% will apply to the Authorised Operator's Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet in respect of the Race.

(ii) ~~(e)~~ For the avoidance of doubt, if the Authorised Operator's Assessable Turnover exceeds \$5 million for the relevant Financial Year during any Month, the relevant higher rate will apply for all of that Month.

### ~~3.2~~ **Cap on fee payable for Thoroughbred Premium Race Meetings**

~~(a) This clause 3.2 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 2018 to 30 June 2019 (the Cap Period) exceeds 4% of the Authorised Operator's Assessable Turnover on Thoroughbred Premium Race 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.~~

### 3.2 **3.3 Summary**

Meeting Category	On course betting	Tote	<del>All Other</del> <u>Tote Derivative</u> = greater of:		<u>Other Bets – greater of:</u>		Betting Exchange
	% of Assessable Turnover	% of Assessable Turnover	% of Net Revenue	% of Assessable Turnover	<u>% of Net Revenue</u>	<u>% of Assessable Turnover</u>	% of Net Revenue
<b>Rates when Assessable Turnover is less than or equal to \$5 million for the relevant Financial Year</b>							
First \$5 million turnover – all codes aggregated	1.00	1.50	N/A	1.50	<u>N/A</u>	<u>1.50</u>	<del>35.00</del> <u>40.00</u>
<b>Rates when Assessable Turnover exceeds \$5 million for the relevant Financial Year</b>							
Greyhound Standard Race Meetings – per Month	2.00	2.00	16.00	2.00	<u>16.00</u>	<u>2.00</u>	<del>35.00</del> <u>40.00</u>
Harness Standard Race Meetings	2.00	2.00	<del>16.00</del> <u>21.00</u>	<del>2.00</del> <u>2.50</u> <u>18.00</u>		<u>2.10</u>	<del>35.00</del> <u>40.00</u>

– per Month							
Thoroughbred Standard Race Meetings – per Month	2.00	2.00	<del>16.00</del> 26.00	<del>2.00</del> 3.00	21.00	2.50	<del>35.00</del> 40.00
<del>Premium</del> Thoroughbred <del>Premium</del> Race Meetings – per Month (capped at 4% of Assessable Turnover for the Cap Period)	2.50	2.50	<del>30.00</del> 36.00	<del>2.50</del> 3.2526.002.75			<del>35.00</del> 40.00

### 3.3      **3.4 Inconsistency**

To the extent of any inconsistency between clauses 3.1 and ~~3.3~~3.2, clause 3.1 will prevail.

## 4.      **Incentive Rebate Program**

### 4.1      **Program Operation**

- (a)      The Incentive Program will run in respect of each Incentive Period to encourage growth of Queensland Racing, provided that the Total RQ Wagering Turnover for Racing Queensland at the end of the relevant Incentive Period has increased by 6.00% or more from the immediately preceding Incentive Period (Benchmark).
- (b)      For the avoidance of doubt:
- (i)      if the Benchmark is not reached in any Incentive Period, then the Incentive Program will have no application in respect of that Incentive Period and no Rebate will be payable by Racing Queensland to the Authorised Operator, regardless of whether the Authorised Operator otherwise met or exceeded the criteria set out in clause 4.2; and
- (ii)      each Financial Year during an Authority Period is considered to be a separate and distinct Incentive Period for the purposes of this clause 4.

### 4.2      **Program Eligibility**

If the Benchmark has been met or exceeded in respect of an Incentive Period, then an Authorised Operator will be eligible to participate in the Incentive Program, provided that the Authorised Operator:

- (a)      had a Total Assessable Turnover for the Incentive Period that was greater than \$5m;
- (b)      is not otherwise in default of (and did not default under) these General Conditions during the Incentive Period;
- (c)      has held their Authority for no less than 12 months as at the start of the relevant Incentive Period; and
- (d)      has provided Racing Queensland with any data reasonably required and requested by Racing Queensland in order to enable Racing Queensland to calculate the Rebate (if any) in respect of the applicable Incentive Period.

### 4.3      Rebate Calculation and Growth Percentage

(a)      The Rebate will be calculated taking into account the Base Amount, the Assessable Turnover and the Growth Percentage.

(b)      For the avoidance of doubt, an example of how the Growth Percentage will be calculated is as follows:

Where an Authorised Operator has a Base Amount of \$100,000,000 and a Total Assessable Turnover of \$110,000,000 then:

$$\text{Growth Percentage} = \frac{(110,000,000 - 100,000,000)}{100,000,000}$$

Which is equal to a Growth Percentage of 10%.

(c)      The Rebate will be determined in accordance with the following formula

$$a = b \times c$$

where:

a = the Rebate

b = the total Race Field Fees paid or due to be paid in the Incentive Period

c = the Applicable Rebate determined in accordance with the following table having regard to the Growth Percentage for the relevant Incentive Period:

<u>Growth Percentage</u>	<u>Applicable Rebate</u>
<u>Less than 5.00%</u>	<u>None</u>
<u>5.00%-9.99%</u>	<u>3.00%</u>
<u>10.00%-19.99%</u>	<u>5.00%</u>
<u>20.00%+</u>	<u>7.00%</u>

(d)      For the avoidance of doubt, an example of how the Rebate will be calculated is as follows:

Where an Authorised Operator has a Growth Percentage of 10% and the total Race Field Fees to be paid in the Incentive Period is \$2,400,000 then:

$$\text{Rebate} = \$2,400,000 \times 5\%$$

Which is equal to a Rebate of \$120,000.

### 4.4      Payment of Rebate

The Rebate (less any amounts otherwise due and payable by the Authority Operator to Racing Queensland) will be credited to the Authorised Operator's account by 31 August following the end of the relevant Incentive Period.

#### 4.5 Change in structure of Authorised Operator

If:

- (a) two or more Authorised Operators merge or otherwise form part of the same group of companies; or
- (b) an Authorised Operator is associated with, controls, or is a Related Body Corporate of, any other Authorised Operator.

(each a Relevant Entity), then:

- (c) the Base Amount will be calculated as the sum of the Assessable Turnover for each Relevant Entity; and
- (d) the Assessable Turnover used for the purposes of determining the relevant Growth Percentage and applicable Rebate (if any) will be the sum of the Assessable Turnover of the Relevant Entities in aggregate (excluding any Relevant Entity that does not otherwise meet the conditions to participate in, or otherwise receive, a Rebate, in accordance with clause 4.1).

#### 4.6 Disputes

(a) If there is a dispute between Racing Queensland and an Authorised Operator as to either:

- (i) the eligibility of the Authorised Operator to receive a Rebate and participate in the Incentive Program; and/or
- (ii) the calculation of the Rebate.

then either party may deliver to the other party a notice in writing setting out the nature of the dispute and the relief, remedy or change they require (**Dispute Notice**).

(b) During the period of 10 Business Days after delivery of the Dispute Notice, or any longer period agreed in writing by the parties (**Initial Period**), each of the parties must undertake genuine and good faith negotiations with a view to resolving the dispute.

(c) If the parties are unable to resolve the dispute within the Initial Period, then the dispute must be referred to a senior representative of each of the parties with authority to settle the dispute, who must, during the period of 10 Business Days after the expiration of the Initial Period, or any longer period agreed in writing by the parties to the dispute, meet with the other representatives and must undertake genuine and good faith negotiations with a view to resolving the dispute.

#### 4.7 3.5 Promotional **Other promotional rates or discounts**

- (a) ~~The Control Body~~ Racing Queensland may, in its absolute discretion, use promotional rates to calculate Race ~~Information~~ Field Fees or offer promotional discounts on the Race ~~Information~~ Field Fees for a specified period of time or in relation to a specified Race Meeting.
- (b) Any promotional rates used or promotional discounts offered by ~~the Control Body~~ Racing Queensland pursuant to clause ~~3.5~~ 4.7(a) may be subject to the

Authorised Operator's Assessable Turnover and other eligibility requirements as notified to the Authorised Operator from time to time.

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## 5. Bet Types

### 5.1 Use of Queensland Race Information for Relevant Bet Types

(a) Racing Queensland's approval for the Authorised Operator to publish and use Queensland Race Information applies only with respect to the Authorised Operator offering Betting Transaction on the Relevant Bet Types.

(b) The Authorised Operator will not:

(i) publish and use Queensland Race Information in respect of any bet, other than a Relevant Bet Type; or

(ii) accept bets on a Race in relation to a bet type that is not a Relevant Bet Type.

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

(c) Notwithstanding clause 5.1(b), in the case of bet types that do not constitute Relevant Bet Types, which allow a customer of the Authorised Operator to directly profit from the poor performance of a horse, the Authorised Operator will not:

(i) publish and use Queensland Race Information in respect of such bet type; or

(ii) accept bets on a Race in relation to such bet type.

unless the Authorised Operator has first obtained the written approval of Racing Queensland to publish and use Queensland Race Information in respect of the bet type it proposes to introduce.

(d) In this clause 5.1, "publish" means publish, disseminate, or cause to be published or disseminated, in any form or by any method of communication.

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## 6. ~~3.6~~ Review of ~~rates~~ General Conditions

~~The Control Body may review and amend the rates used to calculate Race Information Fees in the event of the introduction of a new wagering tax or levy. The Control Body will give the Authorised Operator 30 days' prior notice of any rate amendment under the Authority.~~

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

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## 7. ~~4.~~ Conditions about timing of payment for Race Information ~~Field~~ Fees

*[The conditions in this clause ~~4~~ are imposed under section 135(3)(b) of the Act and section 6(c) of the Regulations.]*

## 7.1 **4.1 Timing of payments**

- (a) The Authorised Operator or an Authorised Representative must, within five Business Days of the end of each Month, give to ~~the Control Body Racing Queensland~~ a written statement, setting out for each of the three racing codes (if applicable) the Assessable Turnover, Net Revenue, Net Customer Winnings and Other Revenue (as applicable) of the Authorised Operator for the Month.
- (b) If a Race ~~InformationField~~ Fee is payable for the Month, ~~the Control Body Racing Queensland~~ will, after receiving the statement, issue a tax invoice to the Authorised Operator for the amount of the Race ~~InformationField~~ Fee.
- (c) The Authorised Operator must pay the Race ~~InformationField~~ Fee within ~~ten~~10 Business Days of receiving the tax invoice.

## 7.2 **4.2 Unpaid or overdue Race ~~InformationField~~ Fees**

- (a) If the Authorised Operator fails to pay the Race ~~InformationField~~ Fees to ~~the Control Body Racing Queensland~~ by the due date for payment, ~~the Control Body Racing Queensland~~ may, in its absolute discretion:
  - (i) issue the Authorised Operator with a reminder notice for the overdue amount; and
  - (ii) charge interest on the overdue amount in accordance with clause ~~4.3~~7.3 and/or impose an administration collection fee.
- (b) If the Authorised Operator fails to pay the overdue amount (including any interest accrued or administration fee notified by ~~the Control Body~~ ~~to the Control Body Racing Queensland~~) to Racing Queensland within 30 days of receipt of the reminder notice, ~~the Control Body Racing Queensland~~ may, without prejudice to any other remedies, relief or rights that it may have, cancel the Authority of the Authorised Operator.

## 7.3 **4.3 Interest**

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

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## 8. **5. Conditions about information required to calculate Race ~~InformationField~~ Fees**

*[The conditions in this clause ~~5~~8 are imposed under section 135(3)(b) of the Act and section 6(b) of the Regulations.]*

### 8.1 **5.1 Provision of Wagering Information**

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

## **8.2** ~~5.2~~ Timing and form of Wagering Information

- (a) The Authorised Operator must provide the Wagering Information to ~~the Control Body~~ [Racing Queensland](#) in the form and manner reasonably required by ~~the Control Body~~ [Racing Queensland](#) and notified to the Authorised Operator from time to time in accordance with the timings specified in clauses ~~5.28.2~~(b) and ~~5.28.2~~(c).
- (b) Where an Authorised Operator's Assessable Turnover exceeded \$5 million for the previous Financial Year or is expected to exceed \$5 million in the current Financial Year, the Authorised Operator must provide the Wagering Information to ~~the Control Body~~ [Racing Queensland](#) each day.
- (c) Where an Authorised Operator's Assessable Turnover was less than \$5 million for the previous Financial Year or is expected to be less than \$5 million in the current Financial Year, the Authorised Operator must provide the Wagering Information for the previous Month to ~~the Control Body~~ [Racing Queensland](#) by the fifth Business Day of each Month.
- (d) Where the Wagering Information provided by an Authorised Operator pursuant to clause ~~5.48.1~~ includes information about turnover from a Betting Transaction which relates to outcomes which cannot be attributed to a specific Queensland meeting (for example, metropolitan trainers premiership turnover or metropolitan jockey premiership turnover) (**Unclassified Exotic Bet**), ~~the Control Body~~ [Racing Queensland](#) will provide the Authorised Operator with a list of the Races to which the turnover from the relevant Unclassified Exotic Bet may be allocated.

## **8.3** ~~5.3~~ Annual statements when the Assessable Turnover of the Authorised Operator exceeds \$5 million for a Financial Year

- (a) This clause ~~5.38.3~~ applies when the Assessable Turnover of the Authorised Operator exceeds \$5 million for a Financial Year.
- (b) The Authorised Operator must give ~~the Control Body~~ [Racing Queensland](#) a written statement within 45 days of the end of each Financial Year, certified by an independent registered auditor, setting out, separately for each of the three racing codes (as applicable):
  - (i) its Assessable Turnover or Net Customer Winnings;
  - (ii) its Net Revenue or Other Revenue; and
  - (iii) any other financial information reasonably required or requested by ~~the Control Body~~ [Racing Queensland](#) from time to time,

for that Financial Year. ~~For the avoidance of doubt, notwithstanding that the period 1 July 2017 to 31 December 2017 does not fall within the Authority Period, the annual statement for 1 July 2017 to 30 June 2018 provided in accordance with this clause must include all relevant financial information for 1 July 2017 to 31 December 2017, if the Authorised Operator held a previous Race Information Authority for that period.~~

## **8.4** ~~5.4~~ Annual statements when the Assessable Turnover of the Authorised Operator is less than or equal to \$5 million for the Financial Year

- (a) This clause ~~5.48.4~~ applies when the Assessable Turnover of the Authorised Operator is less than or equal to \$5 million for a Financial Year.

- (b) If requested to do so by ~~the Control Body~~[Racing Queensland](#), the Authorised Operator must give ~~the Control Body~~[Racing Queensland](#) a statutory declaration made by the Authorised Operator or an Authorised Representative of the Authorised Operator within 45 days of the end of each Financial Year, setting out, separately for each of the three racing codes (as applicable):
- (i) its Assessable Turnover or Net Customer Winnings;
  - (ii) its Net Revenue or Other Revenue; and
  - (iii) any other financial information reasonably required or requested by ~~the Control Body~~[Racing Queensland](#) from time to time,

for that Financial Year. ~~For the avoidance of doubt, notwithstanding that the period 1 July 2017 to 31 December 2017 does not fall within the Authority Period, the annual statement for 1 July 2017 to 30 June 2018 provided in accordance with this clause must include all relevant financial information for 1 July 2017 to 31 December 2017, if the Authorised Operator held a previous Race Information Authority for that period.~~

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## 9. ~~6.~~ Records and audit

### 9.1 ~~6.1~~ [Control Body Racing Queensland](#) may request information

- (a) ~~The Control Body~~[Racing Queensland](#) may, by notice in writing, require an Authorised Operator to give ~~the Control Body~~[Racing Queensland](#) information or documents that relate to:
- (i) the Authorised Operator's Wagering Information; or
  - (ii) the Authorised Operator's compliance with the Authority; or
  - (iii) any other data reasonably requested by Racing Queensland in relation to the Authorised Operator's customer wagering including but not limited to customer locations (by state) and customer numbers within each state.
- (b) The information or documents must be provided:
- (i) in the form specified in the notice, which may be a statutory declaration; and
  - (ii) in accordance with other requirements specified in the notice.

### 9.2 ~~6.2~~ Maintain records

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

### 9.3 ~~6.3~~ Review and audit

- (a) At any time during the Authority Period, or within 24 months after the Authority Period, ~~(but no more than twice during the Authority Period~~ ~~the Control Body~~[Racing Queensland](#) may, at its sole discretion, by notice in writing to the Authorised Operator, audit, or procure the audit by an auditor for the Audit Purpose including but not limited to an audit of the Authorised Operator's Financial Records.

- (b) Upon receipt of a notice under clause ~~6.39.3~~(a), the Authorised Operator must:
- (i) give ~~the Control Body~~Racing Queensland or its nominee auditor access to the Authorised Operator's:
    - A. premises;
    - B. Financial Records; and
    - C. any documents related to the Financial Records in the Authorised Operator's power, possession or control (**Related Documents**);
  - (ii) allow ~~the Control Body~~Racing Queensland or its nominee auditor to take copies of the Financial Records and Related Documents for the Audit Purpose; and
  - (iii) provide such assistance as is reasonably required by ~~the Control Body~~Racing Queensland or its nominee auditor to undertake the Audit Purpose, including making staff available to provide information, explanations or answers to questions, as requested by ~~the Control Body~~Racing Queensland or nominee auditor. For the avoidance of doubt, the fact that information may be commercially sensitive or otherwise confidential is not a basis for declining to provide that information to ~~the Control Body~~Racing Queensland or its nominee auditor.
- (c) Except as otherwise required by law, ~~the Control Body~~Racing Queensland or its nominee auditor will:
- (i) use the Financial Records and Related Documents solely for the Audit Purpose; and
  - (ii) not disclose any confidential information comprised in the Financial Records or Related Documents to a third party, other than:
    - A. the professional advisers retained by ~~the Control Body~~Racing Queensland in connection with the Audit Purpose; and
    - B. the minister, department or agency responsible for administering the Act.
- (d) If, as a result of an audit conducted under this clause ~~6.39.3~~, it is established that the Authorised Operator has underpaid Race ~~Information~~Field Fees, then ~~the Control Body~~Racing Queensland may issue a tax invoice to the Authorised Operator for ~~the Control Body~~Racing Queensland's reasonable costs incurred in undertaking the audit. The Authorised Operator must pay the amount specified on the tax invoice within 10 Business Days of receiving the tax invoice.

## 9.4

### **6.4 Reconciliation**

~~(a)~~ If it is established by ~~the Control Body~~Racing Queensland that:

- (a) ~~(i)~~ the Authorised Operator has underpaid Race ~~Information~~Field Fees, then ~~the Control Body~~Racing Queensland will issue a tax invoice to the Authorised Operator for the underpaid amount. The Authorised Operator must pay the underpaid amount within 10 Business Days of receiving the tax invoice; or

~~(b) (ii) the Authorised Operator has overpaid Race Information Field Fees, then the Control Body Racing Queensland will refund the Authorised Operator the overpaid amount within 10 Business days of receiving an invoice.~~

~~(b) For the avoidance of doubt, the Control Body will calculate the total Race Information Fee payable by the Authorised Operator for 1 July 2017 to 31 December 2017 using the methods of calculation specified in the applicable Race Information Authority for that authority period.~~

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## 10. ~~7.~~ Conditions about Bet Backs

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

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## 11. ~~8.~~ Minimum Bet Limits on Thoroughbred Racing

[The conditions in this clause ~~8~~11 are imposed under section 135(3)(b) of the Act and section 6(d) of the Regulations.]

### 11.1 ~~8.1~~ Minimum Bet Limits

(a) For the purposes of this clause 11, the Minimum Bet Limit that applies to an Authorised Operator applies separately and distinctly in respect of each of the relevant Authorised Operator's Brands.

(b) For the avoidance of doubt, each Authorised Operator Brand is required to comply with the Minimum Bet Limits with each Authorised Operator Brand being considered distinct and separate from each other Authorised Operator Brand for the purposes of determining the Minimum Bet Limit that applies.

~~(c) (a)~~ Subject to clause ~~8-311.3~~, the Authorised Operator is required to accept a fixed odds bet in the categories described in clauses ~~8-411.1(bd)~~ and ~~8-411.1(ee)~~ at odds that are Publicly Displayed by the Authorised Operator for any Queensland Thoroughbred, Harness or Greyhound Race, up to the maximum amount for the Authorised Operator to lose, as specified in the tables in clauses ~~8-411.1(bd)~~ and ~~8-411.1(ee)~~ below (a **Relevant Fixed Odds Bet**).

~~(d) (b)~~ Where:

(i) the Authorised Operator has held a previous Race Information Authority and the Authorised Operator's Assessable Turnover exceeded \$5 million on Queensland ~~Thoroughbred~~ Races for the previous Financial Year then the amounts specified in the table below apply to the Authorised Operator for the Authority Period; or

(ii) the Authorised Operator has not previously held a Race Information Authority, the amounts specified in the table below apply to the Authorised Operator from the month after the Authorised Operator's Assessable Turnover on Queensland ~~Thoroughbred~~ Races for the current Financial Year exceeds \$5 million for the remainder of the Authority Period.

Queensland Race Type	Bet Type
Metropolitan Thoroughbred Race	In any one Win, Win/Place* or Each-way bet: to lose \$2,000

	(* place component \$800)
In any one Place bet: to lose \$800	
Non-metropolitan Thoroughbred Race	In any one Win, Win/Place* or Each-way bet: to lose \$1,000 (* place component \$400)
	In any one Place bet: to lose \$400
<a href="#">Any Harness Race</a>	<a href="#">In any one Win bet: to lose \$500</a>
<a href="#">Any Greyhound Race</a>	<a href="#">In any one Win bet: to lose \$500</a>

(e) ~~(e)~~ Where:

- (i) the Authorised Operator has held a previous Race Information Authority and the Authorised Operator's Assessable Turnover was less than or equal to \$5 million on Queensland ~~Thoroughbred~~ Races for the previous Financial Year then the amounts specified in the table below apply to the Authorised Operator for the Authority Period; or
- (ii) the Authorised Operator has not previously held a Race Information Authority, the amounts specified in the table below apply to the Authorised Operator until the month the Authorised Operator's Assessable Turnover on Queensland ~~Thoroughbred~~ Races for the current Financial Year exceeds \$5 million (i.e. while the Authorised Operator's Assessable Turnover on Queensland ~~Thoroughbred~~ Races for the current Financial Year is less than or equal to \$5 million).

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

(f) ~~(e)~~ The Authorised Operator must Publicly Display the Minimum Bet Limits to which they are bound.

## 11.2 **8.2 Compliance by an Authorised Operator**

The Authorised Operator must not do any act, or refuse to do any act, to avoid complying (whether in whole or in part) with clause ~~8.4~~11.1, including but not limited to, by:

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

### 11.3 ~~8.3~~ Exclusions

The Authorised Operator is not required to comply with its obligations under clause ~~8.4~~[11.1](#) or ~~8.2~~[11.2](#) if, at the time of the Betting Transaction in relation to a Relevant Fixed Odds Bet:

- (a) the customer is not domiciled in Australia;
- (b) the Betting Transaction is a Betting Exchange Bet;
- (c) the person has not provided the Authorised Operator with sufficient funds to pay for the Relevant Fixed Odds Bet;
- (d) the [Thoroughbred](#) bet with the Authorised Operator is placed prior to:
  - (i) 9am (AEST) on the day of the Thoroughbred Race, for a Race Meeting commencing prior to 5:30pm; and
  - (ii) 2pm (AEST) on the day of the Thoroughbred Race, for a race meeting commencing after 5:30pm;
- ~~(e)~~ [the harness bet with the Authorised Operator is placed more than one hour prior to the scheduled start time of the opening race of the Queensland harness meeting;](#)
- ~~(f)~~ [the greyhound bet with the Authorised Operator is placed more than one hour prior to the scheduled start time of the opening race of the Queensland greyhound meeting;](#)
- ~~(g)~~ ~~(e)~~ the bet forms part of a multi-bet placed with the Authorised Operator;
- ~~(h)~~ ~~(f)~~ the bet is a retail betting transaction placed in a Retail Outlet;
- ~~(i)~~ ~~(g)~~ the Authorised Operator has already accepted a Relevant Fixed Odds Bet or a number of Relevant Fixed Odds Bets of the same bet type up to the relevant limit in clause ~~8.4~~[11.1](#) on that horse from the customer;
- ~~(j)~~ ~~(h)~~ where there has been a change in the Official Price or the Authorised Operator's Publicly Displayed price has changed prior to the Relevant Fixed Odds Bet being confirmed, the Authorised Operator is not compelled to accept a Relevant Fixed Odds Bet at the pre-changed price;
- ~~(k)~~ ~~(i)~~ where the customer is acting as an agent or nominee for a third party and the customer placing the bet will not be beneficially entitled to the whole of the proceeds of the Relevant Fixed Odds Bet with the Authorised Operator;
- ~~(l)~~ ~~(j)~~ the Authorised Operator has refused to accept a Relevant Fixed Odds Bet, acted or refused to act due to:

- (i) the customer being warned off or disqualified under the rules of racing;
- (ii) the customer having previously engaged in fraudulent activity;
- (iii) the customer is on a relevant gambling self-exclusion register;
- (iv) the customer having previously breached a material condition of his or her agreement with the Authorised Operator, unless the dominant purpose of such condition is to avoid complying with clause ~~8-111.1~~ or the material condition is determined by ~~the Control Body~~[Racing Queensland](#) (in its absolute discretion) to be an unreasonable condition;
- (v) the Authorised Operator being unable to accept any bet (or the Relevant Fixed Odds Bet) from the customer by operation of any laws, including but not limited to the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) or any responsible gambling legislation;
- (vi) there being systematic multiple identical Relevant Fixed Odds Bets from related or connected parties and/or from the same IP address;
- (vii) the person placing a Relevant Fixed Odds Bet from a proxy server or a Relevant Fixed Odds Bet being received from a proxy server;
- (viii) the Relevant Fixed Odds Bet being a promotional bet, including a bonus bet or free bet (whether whole or in part) where the customer has not provided the full payment for the stake;
- (ix) the Authorised Operator reasonably suspecting that the person placing the Relevant Fixed Odds Bet is not the beneficial owner of the bet or the account is being used in violation of the Authorised Operator's account terms and conditions, where the suspicion can be reasonably validated by the Authorised Operator through public records, IP address tracking, unique device tracking or some other verifiable process or source;
- (x) unauthorised scraping of an Authorised Operator's website;
- (xi) the Relevant Fixed Odds Bet being placed by employees or associates (and/or their associates) of another Authorised Operator where the Authorised Operator has a reasonable belief that the bet is based on betting information (including, but not limited to, betting trends and bets placed with that Authorised Operator) that is not publicly available;
- (xii) the Relevant Fixed Odds Bet being placed by or on behalf of another Authorised Operator where the Authorised Operator has a reasonable belief that the bet is based on betting information (including, but not limited to, betting trends and bets placed with that Authorised Operator) that is not publicly available and further, that the bet is not a Bet Back;
- (xiii) the Relevant Fixed Odds Bet being contrary to the rules of racing or any other laws;
- (xiv) any other reason that in ~~the Control Body~~[Racing Queensland](#)'s opinion raises serious integrity concerns;

- (xv) the person having been restricted to betting via a specified platform (e.g. telephone) arising from reasonably held concerns by the Authorised Operator as to robotic or systematic use via other platforms/channels; or
- (xvi) any other reason as published by ~~the Control Body Racing Queensland~~ on <http://www.racingqueensland.com.au/corporate/wagering/licencing/minimum-bet-limits> from time to time.

#### **11.4 8.4 Co-operation in investigation and determination of Complaints**

- (a) An Authorised Operator must provide ~~the Control Body Racing Queensland~~ with all information that ~~the Control Body Racing Queensland~~ requests for the purposes of its investigation and determination of a Complaint.
- (b) The Authorised Operator agrees, subject only to compliance with laws relating to privacy or data protection, to respond promptly and no later than five Business Days after receipt of a request from ~~the Control Body Racing Queensland~~ under clause 8.411.4(a).
- (c) ~~The Control Body Racing Queensland~~ agrees, subject only to compliance with laws relating to privacy or data protection, to provide any relevant information provided to ~~the Control Body Racing Queensland~~ by the Complainant to the Authorised Operator against whom a Complaint has been made.
- (d) All requests by ~~the Control Body Racing Queensland~~ under clause 8.411.4(a) shall be kept strictly confidential and shall not be divulged by ~~the Control Body Racing Queensland~~ to any third party (other than the Complainant) except:
  - (i) where compelled by law;
  - (ii) where expressly permitted by these conditions;
  - (iii) with the prior written consent of the Authorised Operator and the Complainant; or
  - (iv) where a Complainant has submitted one or more separate Complaints against other Authorised Operators which are consistent with the Complaint, ~~the Control Body Racing Queensland~~ may provide non-specific information, subject to compliance with laws relating to privacy and data protection, to assist Authorised Operators in responding to the Complainant in a consistent manner.
- (e) ~~The Control Body Racing Queensland~~'s obligations under clause 8.411.4(d) do not apply where the confidential information has been made public through no fault of ~~the Control Body Racing Queensland~~.

#### **11.5 8.5 Determination of non-compliance**

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

## 11.6 **8.6 Consequences of non-compliance**

- (a) Where, in relation to a Complaint that has been upheld by ~~the Control Body and the Control Body~~ [Racing Queensland and Racing Queensland](#) has determined that the Authorised Operator has failed to comply with its obligations under this clause ~~8, the Control Body~~ [11, Racing Queensland](#) may at its discretion:
- (i) notify the Authorised Operator of its Minimum Bet Limit obligations under this clause [811](#);
  - (ii) reprimand the Authorised Operator;
  - (iii) issue a letter of rectification which may include a direction to the Authorised Operator to rectify any matter giving rise to the Complaint within a specified period of time; and/or
  - (iv) order the Authorised Operator to make financial contribution or restitution of a specified amount to the Complainant with respect to the Complaint that has been upheld by ~~the Control Body~~ [Racing Queensland](#).
- (b) The rights of ~~the Control Body~~ [Racing Queensland](#) under clause ~~8.6~~ [11.6](#)(a) are in addition to, or without limitation to, the rights of ~~the Control Body~~ [Racing Queensland](#) under these ~~conditions~~ [General Conditions](#) and the Race Information Authority.
- (c) Where an Authorised Operator receives a notice, declaration, suspension, revocation or order from ~~the Control Body~~ [Racing Queensland](#) under clause ~~8.6~~ [11.6](#)(a), the Authorised Operator will promptly and no later than five Business Days take all necessary steps to address and comply as is required by ~~the Control Body~~ [Racing Queensland](#) and will keep ~~the Control Body~~ [Racing Queensland](#) informed of its progress.

## 11.7 **8.7 Application of Minimum Bet Limits**

- (a) This clause [811](#) applies to off-course wagering.
- (b) Where an Authorised Operator accepts On-Course Bets, the Authorised Operator must comply with the minimum bet limits set out in Local Rule 76 of the Local Rules ~~(Thoroughbred Racing)~~ and displayed at <http://www.racingqueensland.com.au/corporate/wagering-licencing/minimum-bet-limits>.

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## 12. **9. Standard conditions**

*[The conditions in this clause [912](#) 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~~ [Racing Queensland](#), in the Wagering Monitoring System established by ~~the Control Body~~ [Racing Queensland](#); and
  - (ii) comply with all reasonable requests by ~~the Control Body~~ [Racing Queensland](#) to give ~~the Control Body~~ [Racing Queensland](#), within the time stated in the request, information or documents about bets placed with the Authorised Operator.

- (b) The Authorised Operator acknowledges that it is subject to any other conditions imposed by the Act or the Regulations on holders of Authorities.

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## **13. Compliance and changes**

### **13.1 Notification of changes**

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

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

and in each case must provide to Racing Queensland such additional information as requested by Racing Queensland in order to determine whether the Authority should be cancelled in accordance with clause 13 or otherwise continue in accordance with its terms.

### **13.2 Anti-avoidance**

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

### **13.3 Non-approved Authorised Operators and Betting Intermediaries**

An Authorised Operator must not:

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

### **13.4 Use of Approved Suppliers**

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

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## 14. ~~10.~~ Cancellation

Nothing in the Authority shall prejudice the right of ~~the Control Body~~[Racing Queensland](#) to cancel the Authority of any Authorised Operator:

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

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## 15. Privacy

- (a) Information in relation to Betting Transactions provided to Racing Queensland under, or in accordance with, these General Conditions, is strictly confidential and will only be used by Racing Queensland as required by all applicable laws.
- (b) Notwithstanding clause 15(a), the Authorised Operator acknowledges and agrees that Racing Queensland will disclose information (including personal information) in relation to a Betting Transaction (or otherwise received under, or as contemplated by, these General Conditions), to the Queensland Racing Integrity Commission or any successor body (QRIC) as reasonably requested by the QRIC in carrying out its functions and powers under the *Racing Integrity Act 2016 (Qld)* (Integrity Information).
- (c) For the avoidance of doubt:
  - (i) by accepting these General Conditions, the Authorised Operator consents to the disclosure of Integrity Information by Racing Queensland to the QRIC as contemplated by clause 15(b);
  - (ii) the Authorised Operator must ensure that throughout the Authority Period it adopts and implements (to the extent it has not done so already) a privacy policy that will enable the Authorised Operator and Racing Queensland to comply with the requirement to provide any Integrity Information to the QRIC as contemplated by this clause 15;
  - (iii) the Authorised Operator must provide to Racing Queensland on request any Integrity Information requested by the QRIC that is not otherwise in its possession or control; and
  - (iv) the Authorised Operator indemnifies Racing Queensland in respect of any loss or damage it may suffer or incur as a result of the Authorised Operator failing to comply with clause 15(c)(ii).

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## 16. ~~11.~~ Use of Intellectual Property

~~The Control Body~~[Racing Queensland](#) agrees to grant the Authorised Operator the following rights (subject to any applicable laws) for the Authority Period:

- (a) a non-exclusive licence to use any of the following designations in marketing or promotional materials or on the website of the Authorised Operator, at all times subject to the prior approval of ~~the Control Body~~[Racing Queensland](#) (such approval not to be unreasonably withheld):
  - (i) 'approved betting operator of Racing Queensland'; or
  - (ii) 'approved wagering operator of Racing Queensland';

- (b) a non-exclusive licence to use the official logo of ~~the Control Body Racing Queensland~~ in marketing or promotional material or on the website of the Authorised Operator provided that:
- (i) any use of ~~the Control Body Racing Queensland~~ logo is followed by one of the designations set out in ~~4416~~(a);
  - (ii) the use does not suggest any sponsorship or endorsement or formal association with ~~the Control Body Racing Queensland~~ other than that implied by the use of the designations authorised by clause ~~4416~~(a); and
  - (iii) any use is at all times subject to the written approval of ~~the Control Body Racing Queensland~~ (such approval not to be unreasonably withheld).

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## 17. ~~12.~~ Undertaking

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

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## 18. ~~13.~~ General

### 18.1 ~~13.1~~ Assignment

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

### 18.2 ~~13.2~~ Benefit of Authority

The Authorised Operator acknowledges that the Authority is granted to:

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

### 18.3 ~~13.3~~ Governing law and jurisdiction

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

### 18.4 ~~13.4~~ 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~~[Racing Queensland](#) or the Authorised Operator is entitled under these conditions to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with these conditions, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the party being reimbursed or indemnified.
- (e) Words and meanings used in this clause ~~13.4~~[18.4](#) that have a defined meaning in the GST Law have the same meaning as in the GST Law unless the context indicates otherwise.

## 18.5 ~~13.5~~ Notices

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

- (a) must be in writing (unless otherwise agreed by ~~the Control Body~~[Racing Queensland](#) in writing);
- (b) must be:
  - (i) delivered by hand to the postal address;
  - (ii) posted by prepaid post to the postal address;
  - (iii) sent by fax to the fax number; or
  - (iv) sent by email to the email address,
 of the recipient set out in the Authority; and
- (c) will be taken to be received by the recipient:
  - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
  - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
  - (iii) (in the case of email) on delivery to the recipient;
  - (iv) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
  - (v) (in the case of delivery by hand) on delivery,

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

Document comparison by Workshare 9.5 on Monday, 8 April 2019 10:31:59 AM

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Document 1 ID	file://G:\Legal\Race Field Fees\1 January 2018 - 30 June 2019 authority period\RFF increase - February 2019\General Conditions for Race Information Authority (amended with effect 1 February 2019).docx
Description	General Conditions for Race Information Authority (amended with effect 1 February 2019)
Document 2 ID	file://G:\Legal\Race Field Fees\1 July 2019 - 30 June 2021 authority period\General Conditions\Proposed General Conditions for Race Information Authority with effect from 1 July 2019.docx
Description	Proposed General Conditions for Race Information Authority with effect from 1 July 2019
Rendering set	Standard

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Moved cell	
Split/Merged cell	
Padding cell	

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Deletions	310
Moved from	7
Moved to	7
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Format changed	0

Total changes	981
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