

EVENT SPONSORSHIP AGREEMENT TERMS & CONDITIONS

1 TERM OF AGREEMENT

- 1.1 The term of the Agreement will commence when both parties sign the Agreement and will expire fourteen (14) business days after the End Date of the Event, Series or Clinic, unless terminated earlier.

2 COMPLETION OF APPENDIX FORMS & SURVEY

- 2.1 This Agreement must be reviewed, signed and returned to QOTT within seven (7) business days from the date of offer by QOTT by the Authorised Representative.
- 2.2 The Authorised Representative must complete and return the '**QOTT Event Sponsorship - Competitor/Participant List**' form (*Appendix 1* in this Agreement) to QOTT at least five (5) business days prior to the Start Date of the Event, Series or Clinic. Data collected will include:
- (a) The Official Racing Name of the thoroughbred and/or standardbred horses competing or participating at the Event, Series or Clinic. If the Official Racing Name is not known, a microchip number and/or brands are to be supplied for identification purposes.
 - (b) Full names and email addresses of all competitors/participants utilising retired thoroughbred and/or standardbred horses at the Event, Series or Clinic.
 - (c) List of classes, ring(s), or activities that retired thoroughbred and/or standardbred horses are registered to compete or participate in during the course of the Event, Series or Clinic.
- 2.3 The Authorised Representative must complete and return the '**QOTT Event Sponsorship - Post Event Report**' form (*Appendix 2* in this Agreement) to QOTT within five (5) business days from the End Date of the Event, Series or Clinic, with the inclusion of photos, videos, and results of the retired thoroughbred and/or standardbred horses that competed or participated at the Event, Series or Clinic. All photos and video footage provided to QOTT are to be high resolution in quality, with appropriate permissions allowing QOTT to share across RQ or QOTT's various media channels, which may include but is not limited to the QOTT website, promotional material and social media channels.
- 2.4 The Authorised Representative must complete a '**QOTT Event Sponsorship Survey**' within five (5) business days from the End Date of the Event, Series or Clinic.
- 2.5 The Authorised Representative must return all completed paperwork to QOTT by email (PDF format) or by post (original copy) to:

Email address: offthetrack@racingqueensland.com.au

Postal address: Attention: Queensland Off-The-Track
Racing Queensland
PO BOX 63
Sandgate QLD 4017

- 2.6 Failure to complete the *'QOTT Event Sponsorship – Competitor/Participant List'*, *'QOTT Event Sponsorship - Post Event Report'* or *'QOTT Event Sponsorship Survey'* will deem the Recipient ineligible for any future QOTT Event Sponsorship funding.

3 CANCELLATION OR DELAY OF THE EVENT, SERIES OR CLINIC

- 3.1 Should the Event, Series or Clinic be postponed or cancelled, QOTT is to be notified in writing to offthetrack@racingqueensland.com outlining the reason for why the Event, Series or Clinic has been postponed or cancelled within twenty-four (24) hours of the decision being made.
- 3.2 If the Event, Series or Clinic is rescheduled and the new Start Date is within ninety (90) days from the original Start Date, QOTT sponsorship monies will remain intact with the Recipient and a variation to this Agreement will be issued to the Recipient. The variation to this Agreement must be signed and returned to QOTT within seven (7) business days by the Authorised Representative.
- 3.3 If the Event, Series or Clinic is rescheduled and the new Start Date exceeds ninety (90) days from the original Start Date, all monies provided by QOTT must be reimbursed to QOTT in full within fourteen (14) business days and this Agreement will be void.
- 3.4 Should the Event, Series or Clinic be cancelled with no intention to reschedule, all monies provided by QOTT must be reimbursed to QOTT in full within fourteen (14) business days and this Agreement will be void.

4 PROMOTION AND MARKETING

- 4.1 The Recipient agrees not to release any advertising, marketing, or promotional materials in any medium that:
- (a) makes any reference to;
 - (b) suggests any sponsorship of the Event, Series or Clinic by; or
 - (c) displays any logo or trademark belonging to QOTT (or RQ)
- unless those materials have been approved by QOTT in writing.
- 4.2 The Recipient must provide QOTT with at least five (5) business days' notice to review and approve or reject logo use.
- 4.3 The Recipient is not authorised to speak on behalf of QOTT or RQ.

5 TRADEMARK USAGE

- 5.1 QOTT may use the Recipient's logos and trademarks during the Term of this Agreement for the purpose of promoting and marketing QOTT's involvement as an 'Official Sponsor' at its sole discretion.
- 5.2 The Recipient must not use, nor permit any third party to use, any logos or trademarks belonging to QOTT (or RQ) unless such use has been authorised by QOTT in accordance with Clause 4 in this Agreement or otherwise approved by QOTT in writing.
- 5.3 Both parties acknowledge and agree that no party has any right, title, or interest in the logos or trademarks of the other party, except the rights to use the other party's logos and trademarks as provided in this Agreement and nothing in this Agreement, will be construed as an assignment or grant to one party of any

intellectual property, right, title, or interest in the logos or trademarks of the other party.

5.4 These trademark provisions survive the termination or expiry of this Agreement.

6 ROLE OF QOTT

6.1 QOTT only has the responsibility to ensure that the administrative aspect of the Event Sponsorship Program is operating correctly, including assessing application forms and providing the Sponsor Contribution.

6.2 QOTT is not involved with the operation or management of the Event, Series or Clinic.

6.3 QOTT may, in its sole discretion, cancel the Event Sponsorship Program, or cancel the Recipient's participation in the Event Sponsorship Program for any reason or at any time, including voiding any Sponsor Contributions that have been provided. QOTT will not be responsible for any loss, cost, damage or liability that may arise as a result.

7 INSURANCES

7.1 It is the responsibility of the Recipient to effect and maintain at their own expense appropriate business, property and personal insurance cover.

7.2 The Recipient must, at a minimum, hold a public liability insurance policy for an amount of not less than \$20 million dollars.

8 WARRANTIES

8.1 The Recipient represents and warrants that:

- (a) it has the power to enter and comply with its obligations under this Agreement.
- (b) it owns or is licensed to use the logos, marks, and devices that it permits QOTT to use under this Agreement
- (c) the use or reproduction by QOTT of the Event marks and devices in accordance with the terms of this Agreement will not infringe the rights (including the intellectual property rights) of any third person.
- (d) it must not carry out its activities in any way which may be prejudicial to QOTT (or RQ); and
- (e) it will comply with all applicable laws, codes of conduct, and industry standards when exercising its rights or complying with its obligations under this Agreement.

9 INDEMNITY

9.1 The Recipient indemnifies QOTT and RQ, its officers, employees, agents, and contractors (**Indemnified Parties**) against any claims, liabilities, losses, and costs (including reasonable legal costs) (**Loss**) from:

- (a) any negligent or unlawful act or omission of the Recipient, its officers, employees, contractors, or agents.
- (b) any breach of this Agreement by the Recipient (including warranties).
- (c) any infringement by the Recipient of any rights (including intellectual property rights and moral rights) of any person.

- (d) any defects in any goods or services provided by the Recipient or in connection with any activities carried out by the Recipient; or
- (e) any injury to or death of a natural person, or any loss of or damage to the real or personal property of QOTT or a third party, caused or contributed to by the Recipient, its employees, contractors, or agents,
- (f) except to the extent that the Loss is caused by a breach of this Agreement by QOTT or the negligent act or omission of any Indemnified Party.

9.2 These indemnity obligations survive the termination or expiry of this Agreement.

10 LIMITATION OF LIABILITY

10.1 To the maximum extent permitted by law, the aggregate liability of QOTT arising under or in connection with this Agreement (whether in contract, tort (including negligence), statute, equity or otherwise) is limited to the value of the Sponsor Contribution.

10.2 Neither party is liable to the other for any indirect or consequential loss, loss of profit, loss of revenue, loss of contract value, loss of anticipated profit, or damages for lost opportunity or loss of data.

11 TERMINATION

11.1 QOTT may by notice in writing terminate this Agreement if, in QOTT's reasonable opinion, the Recipient:

- (a) has breached any term of this Agreement and fails to remedy the breach within five (5) business days of receiving written notice from QOTT requesting the Recipient to do so;
- (b) has breached this Agreement and the breach is not capable of remedy;
- (c) is unable to deliver the agreed Sponsor Benefits for any reason;
- (d) engages in conduct which, in the reasonable opinion of QOTT, reflects unfavourably on the good name, goodwill, reputation or image of QOTT.

12 CONSEQUENCES OF TERMINATION OR EXPIRY

12.1 Upon the termination or expiry of this Agreement:

- (a) all rights under this Agreement cease, other than rights accrued up to and including the date of termination or expiry; and
- (b) each party must immediately cease using the other party's trademarks, logos or other materials (as applicable).

13 DISPUTE RESOLUTION

13.1 If a dispute arises between the parties under this Agreement (except in the case of action required to be taken under statute or where an urgent interim determination is sought) the parties must undertake in good faith to meet at least once to attempt to resolve the dispute through negotiations within five (5) business days of one party receiving a notice of dispute from the other party.

14 CONFLICT OF INTEREST

14.1 The Recipient warrants that at the date of this Agreement, no conflict of interest exists or is likely to arise in the execution of the Event, Series or Clinic and that if,

during the Term of Agreement, a conflict of interest arises, then the Authorised Representative is to notify QOTT immediately in writing of that conflict or risk.

15 PRIVACY AND COLLECTION OF PERSONAL INFORMATION

- 15.1 QOTT and RQ will collect your personal information including your name, contact details, and other personal information for the purpose of the operation and administration of the Event Sponsorship Program.
- 15.2 The Recipient must obtain the consent of all competitors and any other applicable participants of the Event, Series or Clinic to have their personal information collected and shared with QOTT and RQ.
- 15.3 The Recipient must obtain the consent of all competitors and any other applicable participants of the Event, Series or Clinic to have their image (photograph or video) provided to QOTT to be used at any time by QOTT or RQ for media, marketing and promotional purposes.
- 15.4 QOTT and RQ may use your personal information in accordance with the RQ [Privacy Policy](https://www.racingqueensland.com.au/privacy-policy) (<https://www.racingqueensland.com.au/privacy-policy>). The Recipient must read and agree to RQ's Privacy Policy.

16 GENERAL PROVISIONS

16.1 NO VARIATION

This is a binding Agreement that cannot be varied except in writing and as agreed between the parties.

16.2 NO AGENCY

This Agreement does not make the Recipient a partner, agent or employee of either QOTT or RQ. None of the parties shall misrepresent the nature of the relationship.

16.3 ENTIRE AGREEMENT

This Agreement may consist of several counterparts (including Appendix 1 and Appendix 2), which together constitute one document.

16.4 GOVERNING LAW

This Agreement is governed by and is to be construed in accordance with the laws applicable in Queensland.

16.5 SEVERANCE

If any of these terms and conditions (or part thereof) are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision (or part thereof) will to that extent be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.

EXECUTED as an Agreement

By signing below, the Authorised Representative indicates the Recipient's acceptance of this Agreement.

.....
Signature of Authorised Representative

.....
Signature of QOTT Program Manager

.....
Name of Authorised Representative

.....
Name of QOTT Program Manager

.....
Date

.....
Date

QOTT EVENT SPONSORSHIP

APPENDIX 1 - EVENT SPONSORSHIP COMPETITOR/PARTICIPANT LIST

PURPOSE OF THIS FORM

The Queensland Off-The-Track (QOTT) Event Sponsorship Agreement requires the Authorised Representative to complete and return this form to QOTT at least five (5) business days prior to the Start Date of the Event, Series or Clinic. QOTT will collect and use this information to identify the retired thoroughbred and/or standardbred horses participating at the Event, Series or Clinic.

COMPLETING THIS FORM

What constitutes an Off-The-Track Horse?

An Off-The-Track horse is a Thoroughbred or Standardbred horse that has been, or is eligible to be, registered for thoroughbred racing or harness racing in Australia. This includes Thoroughbred and Standardbred horses that were bred for racing, but ultimately did not race.

Privacy and Collection of Personal Information

It is the responsibility of the Recipient to obtain the consent of all competitors/participants to have their personal information, including their name and contact details, being collected and shared with QOTT and Racing Queensland (RQ) for the purpose of the operation and administration of the QOTT Event Sponsorship Program. QOTT and RQ may use the personal information provided in accordance with the RQ Privacy Policy and/or to contact you in response to the information you have provided. RQ's Privacy Policy can be found here: <https://www.racingqueensland.com.au/privacy-policy>

How do I submit this form once complete?

This form should be completed and returned to QOTT at least five (5) business days prior to the Start Date of the Event, Series or Clinic. This form can be returned to QOTT by email (PDF format) at offthetrack@racingqueensland.com.au or by post (original copy) to: Queensland Off-The-Track, Racing Queensland, PO BOX 63, Sandgate, QLD 4017.

SPONSORED EVENT/SERIES/CLINIC

Association/Organisation:

Event/Series/Clinic Name:

Event/Series/Clinic Date(s):

Name of Authorised Representative:

Signature of Authorised Representative:

Signature Date:

* Please add additional rows/pages, if necessary, to ensure that all of the Off-The-Track horses competing at the Event, Series or Clinic are recorded. If the Off-The-Track horse's 'Official Racing Name' is not known, a microchip number and/or brands are to be supplied for identification purposes.

QUEENSLAND OFF-THE-TRACK EVENT SPONSORSHIP COMPETITOR/PARTICIPANT LIST

	Off-The-Track Horse 'Official Race Name':	Off-The-Track Horse Microchip or Brand	Full Name of Competitor/Participant	Email Address of Competitor/Participant	Classes Entered at the Event, Series or Clinic
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

QUEENSLAND OFF-THE-TRACK EVENT SPONSORSHIP COMPETITOR/PARTICIPANT LIST

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QOTT EVENT SPONSORSHIP

APPENDIX 2 - POST CLINIC REPORT

PURPOSE OF THIS FORM

The Queensland Off-The-Track (QOTT) Event Sponsorship Agreement requires the Authorised Representative to complete and return this form to QOTT within five (5) business days from the End Date of the Clinic.

COMPLETING THIS FORM

All supporting documentation attached to this form must be provided in an accessible and readable format. Photos and videos must be high-resolution with appropriate credits.

What constitutes an Off-The-Track Horse?

An Off-The-Track horse is a Thoroughbred or Standardbred horse that has been, or is eligible to be, registered for thoroughbred racing or harness racing in Australia. This includes Thoroughbred and Standardbred horses that were bred for racing, but ultimately did not race.

Privacy and Collection of Personal Information:

It is the responsibility of the Recipient to obtain the consent of all participants to have their personal information, including their name and contact details, being collected and shared with QOTT and Racing Queensland (RQ) for the purpose of the operation and administration of the QOTT Event Sponsorship Program.

The Recipient must obtain the consent of all participants of the Clinic to have their image (photograph or video) provided to QOTT to be used at any time by QOTT or RQ for media, marketing and promotional purposes.

QOTT and RQ may use the personal information provided in accordance with the RQ Privacy Policy and/or to contact you in response to the information you have provided. RQ's Privacy Policy can be found here:

<https://www.racingqueensland.com.au/privacy-policy>

How do I submit this form once complete?

This form should be completed and returned to QOTT within five (5) business days from the End Date of the Clinic. This form can be returned to QOTT by email (PDF format) or by post (original copy) to:

Email address: offthetrack@racingqueensland.com.au

Postal address: Attention: Queensland Off-The-Track
Racing Queensland
PO BOX 63
Sandgate QLD 4017

SPONSORED CLINIC DETAILS

Association/Organisation:

Clinic Name:

Clinic Date:

Name of Authorised Representative:

CLINIC OVERVIEW

1 How do you rate the overall Clinic? Please tick.

NEEDS IMPROVEMENT < 1 - 2 - 3 - 4 - 5 **VERY SUCCESSFUL**

2 Please provide comments to support how you rated the overall Clinic:

3 Please describe improvements or enhancements that can be made for next time:

4 Do you have any ideas that the Clinic could incorporate to provide even more opportunities for Off-The-Track Horse participation next time?

SPONSORSHIP PROMOTION

5 Did the Association/Organisation advertise QOTT in an Official Program?

No Yes - Attach

6 How many entry tickets were provided to QOTT staff to attend the Clinic as guests?

7 Did you provide a free trade stand for QOTT at your Clinic?

No Yes

8 Did you provide QOTT with naming rights to the agreed Clinic?

No Yes

9 Was the QOTT logo promoted with a link to the QOTT webpage on the Association/Organisation website and all relevant media, marketing, promotion and event collateral for the Clinic?

No Yes - Attach

Please list details below and attach supporting evidence:

- 10 Was QOTT acknowledged in dedicated Facebook Social Media posts as an 'Official Sponsor' of the Clinic? No Yes

Post	Number of Likes	Evidence
Post 1		Attach post
Post 2		Attach post
Post 3		Attach post

- 11 Was QOTT acknowledged as an 'Official Sponsor' on other social media platforms? (e.g. Twitter or Instagram) If so, please list details: No Yes

Platform	Number of Likes	Evidence
		Attach post
		Attach post
		Attach post

- 12 **Please list and attach** any post-clinic write-ups recognising QOTT as an 'Official Sponsor' of the Clinic:

PARTICIPANTS OF THE CLINIC

- 13 What was the total number of Participants **registered** to attend the Clinic?
- 14 What was the total number of Participants that **attended** the Clinic?
- 15 Of the total number of Participants that attended the Clinic, how many Participants own/care for an Off-The-Track horse?

- 16 **Please list and attach** high-resolution official photographs of the Clinic for QOTT to use for media, marketing and promotional purposes.

Photo	Off-The-Track Horse 'Official Racing Name':	Off-The-Track Horse Rider/Handler Name:	Photo credit/ Photographer to be acknowledged:
1			
2			
3			
4			
5			