

# TERMS AND CONDITIONS OF SLOT LICENCE

## 'THE ULTIMATE DRIVER CHAMPIONSHIP'

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### 1. DEFINITION & INTERPRETATION

#### 1.1 Definitions

In this document:

<b>"APHRC"</b>	means the Albion Park Harness Racing Club.
<b>"Applicant"</b>	means the person or persons making application for a Slot.
<b>"Application"</b>	has the meaning given to it in clause 2.2.
<b>"Approved Form"</b>	means the form published by the Slot Licensor on its website.
<b>"Authorised Representative or Manager"</b>	means the person identified in the Application Form as Authorised Representative or Manager of the Slot Licensee, who is deemed to have the legal capacity to bind the Slot Licensee.
<b>"Business Day"</b>	means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.
<b>"Driver"</b>	means a person who is on a racecourse, racetrack or a registered or unregistered training track for the purpose of driving or riding a horse.
<b>"Eligible Applicant"</b>	means an Applicant who has satisfied all pre-conditions to entry, including providing satisfactory evidence of their identity as per clause 2.2b), passing a criminal history check and is generally considered suitable in the sole discretion of the Slot Licensor.
<b>"Eligible Driver"</b>	means a Driver who is an A Grade (as that term is defined in the Rules of Racing) licensed driver or equivalent (to be determined by the Slot Licensor).
<b>"Eligible Syndicates"</b>	means a syndicate made up of 5 or more people that is approved by the Slot Licensor in accordance with clause 2.2.
<b>"GST"</b>	has the meaning given to the term in the GST Act.
<b>"GST Act"</b>	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
<b>"Insolvency Event (Licensee)"</b>	means an event whereby all of the parties comprising the Slot Licensee experience one or much of the following events: <ul style="list-style-type: none"><li>i. commits an act of bankruptcy, as defined in the Bankruptcy Act;</li><li>ii. enters into or takes any step that could result in the party entering into a debt agreement or personal insolvency agreement pursuant to the Bankruptcy Act;</li><li>iii. is made bankrupt;</li><li>iv. makes compromises with their creditors or any class of creditor;</li><li>v. becomes incapable of managing their own affairs; or</li><li>vi. dies;</li><li>vii. is subject to any action initiated by any competent authority to strike their name off the register of companies;</li></ul>

- viii. if an application is filed for the winding up of the party which is not dismissed or withdrawn within ten Business Days of that application being filed;
- ix. if an order is made for winding up of the party and the winding up is not stayed indefinitely or terminated within ten Business Days of the order being made;
- x. if the party's shareholders pass a resolution to wind up the party;
- xi. if a receiver, receiver and manager, controller (as defined in section 9 of the Corporations Act) or similar person is appointed to any property of the party;
- xii. if a provisional liquidator is appointed to the party;
- xiii. if the party is placed into administration or enters into a deed of company arrangement (as those terms are defined in section 9 Corporations Act);
- xiv. if the party, or any other party takes any step towards either placing the party into administration or entering into a deed of company arrangement; or
- xv. if the party is unable to pay its debts as they fall due or is unable to certify that it is able to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the general re-adjustment or re-scheduling of its indebtedness or enters or proposes to enter into any arrangement or composition with its creditors.

<b>"Local Rules"</b>	means the Local Rules (Harness Racing) as amended from time to time.
<b>"Managing Owner"</b>	means the manager of the horse (as that term is defined in the Rules of Racing).
<b>"Parties"</b>	means the Slot Licensor and the Slot Licensee.
<b>"QRIC"</b>	means the Queensland Racing Integrity Commission established under the <i>Racing Integrity Act 2016</i> (or any other body authorised to carry out the role of the QRIC from time-to-time) and includes the stewards appointed by the QRIC under the Rules of Racing.
<b>"Race Conditions"</b>	means the race conditions issued by the Slot Licensor from time to time.
<b>"Race Day"</b>	means either of the race meetings to be held on a Friday and Saturday night during either the month of January or February in 2025, which will form part of the Race Series.
<b>"Race Series"</b>	means the Ultimate Driver Championship which includes a total of 20 races across the Race Days.
<b>"Race Series Sponsor"</b>	means the official sponsor of the Race Series to be determined by the Slot Licensor.
<b>"Racing Act"</b>	means the <i>Racing Act 2002</i> (Qld).
<b>"Racing Calendar"</b>	means the Slot Licensor's official industry publication for harness racing as may be amended from time to time.
<b>"Racing Integrity Act"</b>	means the <i>Racing Integrity Act 2016</i> (Qld).

<b>"Racing Queensland"</b>	means the statutory authority known as Racing Queensland Board ABN 80 730 390 733 (trading as Racing Queensland) or any other body which carries out the role of control body for thoroughbred racing in Queensland.
<b>"Rules of Racing"</b>	means the Australian Harness Racing Rules and the Racing Queensland Local Rules of Racing as amended from time-to-time.
<b>"Slot"</b>	means a place in the starting field of the Race Series.
<b>"Slot Holder"</b>	means a Slot Licensee who is granted a Slot Licence.
<b>"Slot Holder Agreement"</b>	means these Terms and Conditions, the executed Application Form and any annexures.
<b>"Slot Licence"</b>	means the licence granted by the Slot Licensor to the Slot Licensee to nominate an Eligible Driver in the Race Series.
<b>"Slot Licensee"</b>	means any person or entity named in the Application Form as holding a share, right or interest in the Slot Licence (including the right to direct the manner in which the Slot Licensee exercises its rights under this Slot Licence).
<b>"Slot Licence Fee"</b>	means the fee determined as per clauses 4.3 and 4.4 of these Terms and Conditions.
<b>"Slot Licensor"</b>	means Racing Queensland.
<b>"Term"</b>	means the Race Series to be run in 2025.
<b>"Terms and Conditions"</b>	means the terms and conditions set out in this document.

## 1.2 Interpretation

In this document:

- (a) a reference to a clause or party is a reference to a clause of or party to this document and references to this document include any schedules or annexures to it;
- (b) a reference to a party to this document includes the party's executors, administrators, successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) if any day on or by which a party must do something under this document is not a Business Day, then the party must do it on or by the next Business Day;
- (g) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity whether or not it comprises a separate legal entity; and
- (h) a reference to dollars or \$ is a reference to Australian Dollars.

## 2. CONDITIONS ABOUT THE APPLICATION

2.1 The Application is an expression of interest in acquiring a Slot for the Race Series.

- 2.2 The Application must:
- a) be in the Approved Form;
  - b) be accompanied by relevant evidence verifying the details of all parties listed (including in the case of a partnership, every member of that partnership), which must consist of:
    - i. in the case of individuals, a certified copy of their driver's licence or passport; or
    - ii. in the case of a company, an official extract of the company's ASIC record, dated no more than 14 days prior to the date on which the application is submitted; or
    - iii. in the case of a syndicate, the names and percentage of ownership of all syndicate members;
    - iv. in the case of a trust, a certified copy of the Trust Deed, along with certified copies of any amendments or variations to the Trust Deed;
  - c) include the details of the nominated Authorised Representative or Manager of the Slot Licensee; and
  - d) be submitted to the Slot Licensor by July 30, 2024.
- 2.3 Each party comprising the Applicant consents to the Slot Licensor undertaking a police check or other relevant background checks on them.
- 2.4 Only Eligible Applicants may submit an Application. If an Application is received by a party who is not an Eligible Applicant, they will be notified that their Application has been rejected.
- 2.5 The Slot Licensor may, in their absolute discretion, reject an Application for any reason they deem reasonable in the circumstances. The decision of the Slot Licensor to reject an Application under this clause 2.5 is final and not challengeable.
- 2.6 Where the Slot Licensor rejects an Application under clause 2.5, they will notify the Applicant that:
- a) the Application has been rejected; and
  - b) the reasons why the Application has been rejected.

### **3. CONDITIONS ABOUT THE SLOT LICENSEE**

- 3.1 The Slot Licensee has been granted a Slot Licence by the Slot Licensor in accordance with the Slot Holder Agreement and the Slot Licensee accepts and agrees to comply with the Slot Holder Agreement.
- 3.2 Subject to the Slot Licensee paying the Slot Licence Fee for the Race Series and otherwise complying with all conditions of the Slot Holder Agreement, the Slot Licensee is entitled to nominate a driver to drive in the Race Series.
- 3.3 The Slot Licensee will be responsible for nominating a Driver to drive in the Race Series. The Driver nominated by the Slot Licensee must be an Eligible Driver.
- 3.4 The Slot Licensee must provide a declaration to the Slot Licensor within 2 weeks of the first Race Day, which:
- a) nominates a bank account for any prizemoney to be paid into; and

b) contains an acknowledgement from the Driver agreeing to compete in the Race Series and being aware that standard driving fees and driver prizemoney percentages are not paid to the Driver and instead re-directed to the overall Race Series prizemoney pool in accordance with clause 6.8.

3.5 The Slot Licensee must not do any act or thing which would bring the Race Series or the racing industry into disrepute or damage the image of the Slot Licensor (in the reasonable opinion of the Slot Licensor).

3.6 If, for any reason, the Race Series is cancelled or not run, then the Slot Licensor will refund the Slot Licence Fee to the Slot Licensee within 21 days of the cancellation and no prizemoney will be paid. This will be the Slot Licensee's only remedy in these circumstances.

3.7 The Slot Licensee acknowledges that, subject to the Rules of Racing, the Slot Licensor may vary or modify the scheduling and/or Race Conditions of the Race Series that it, in its absolute discretion, sees fit.

#### **4. CONDITIONS ABOUT THE SLOTS**

4.1 The Race Series will include ten (10) Slots to be distributed as follows:

a) One (1) Slot will be reserved for the Race Series Sponsor;

b) Nine (9) Slots will be reserved for:

i. Eligible Syndicates;

ii. Businesses;

iii. Individuals.

4.2 In the event that there are more Applications received from Eligible Applicant's than Slots allocated to the respective category, the Slot Licensor, in conjunction with the APHRC, will determine which Eligible Applicant's will be granted a Slot License.

4.3 The Slot Licensor will notify the successful Slot Licensee's via email following completion of the process outlined in clause 4.2.

4.4 The Slot Licence Fee payable by the Slot Licensee to secure a Slot Licence is \$20,000 plus GST and must be paid to the Slot Licensor by 30 September, 2024. The Slot Licensor will provide the Slot Licensee with an invoice for payment to be made within 14 days.

4.5 Upon payment of the Slot Licence Fee in accordance with clause 4.4, the Slot Licensee agrees to be bound as a Slot Licensee for the Term.

4.6 In the event that payment of the Slot Licence Fee is not made in accordance with clause 4.4, the Slot Licensor may revoke the Slot Licensee's Slot Licence.

#### **5. CONDITIONS ABOUT THE DRIVER**

5.1 The Slot Licensee will select a Driver to drive in the Race Series.

5.2 To be eligible to compete in the Race Series, the Driver:

a) must be an Eligible Driver;

b) must not own or train (either wholly or by syndicate or by partnership) any of the horses nominated to run in the Race Series.

5.3 The Slot Licensee must nominate their Driver to compete in the Race Series to the Slot Licensor by no later than 2 weeks prior to the first Race Day.

5.4 The Slot Licensor may reject the nomination of a Driver if it is not an Eligible Driver or any other reason at its sole discretion.

5.5 Should the Slot Licensee's Driver be unable to compete in the Race Series, the Slot Licensee may select a replacement driver up until 1 week prior to the first Race Day, provided that the Slot Licensee and the replacement driver comply with clause 3.4 and 3.5.

5.6 The Slot Licensee must obtain approval from the Slot Licensor before the replacement driver can take the nominated Driver's position in the Race Series.

5.7 The Slot Licensor will allocate two (2) standby drivers to the Race Series. The standby drivers will be available as a replacement Driver to any Slot Licensee whose Driver is unable to compete in the Race Series once the Race Series has commenced.

5.8 In the event that there are insufficient standby drivers available to the Slot Licensee to replace the Driver or the standby driver is unable to drive for any reason, the Slot Licensor may, upon reasonable notice given by the Slot Licensee, grant a replacement driver to drive in the Race Series for the Slot Licensee.

## 6. CONDITIONS ABOUT THE RACE SERIES

6.1 The Race Series will be:

- a) conducted in accordance with the Slot Holder Agreement and the Race Conditions;
- b) conducted under the Rules of Racing;
- c) run on a Friday and Saturday night during either the month of January or February 2025 at the Albion Park Harness Racing Club;
- d) comprised of 10 drivers competing in a series of 20 heats.

6.2 Slot Licensee's will draw an alphabetical letter out of a random ballot to determine the order in which they choose a horse for their Driver to drive in each heat from races 1 through to 20. Slot Licensee's will choose 20 horses for their Driver to drive across the Race Series from the drawn fields and in accordance with the below table.

Drivers Position to be Balloted	R*1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12	R13	R14	R15	R16	R17	R18	R19	R20
A	1	20	21	40	41	60	61	80	81	100	101	120	121	140	141	160	161	180	181	200
B	2	19	22	39	42	59	62	79	82	99	102	119	122	139	142	159	162	179	182	199
C	3	18	23	38	43	58	63	78	83	98	103	118	123	138	143	158	163	178	183	198
D	4	17	24	37	44	57	64	77	84	97	104	117	124	137	144	157	164	177	184	197
E	5	16	25	36	45	56	65	76	85	96	105	116	125	136	145	156	165	176	185	196
F	6	15	26	35	46	55	66	75	86	95	106	115	126	135	146	155	166	175	186	195

G	7	14	27	34	47	54	67	74	87	94	107	114	127	134	147	154	167	174	187	194
H	8	13	28	33	48	53	68	73	88	93	108	113	128	133	148	153	168	173	188	193
I	9	12	29	32	49	52	69	72	89	92	109	112	129	132	149	152	169	172	189	192
J	10	11	30	31	50	51	70	71	90	91	110	111	130	131	150	151	170	171	190	191

\*Round of the draft

- 6.3 The Slot Licensee may only choose one horse per heat, but does not have to make selections in race/heat order.
- 6.4 If there are insufficient horses to run comparative to the number of slots available for any given heat, a random ballot will be conducted to determine which Slot Licensee will not be able to compete in the heat. A Slot Licensee can only be rejected once per heat and cannot be rejected again under this clause until all other Slot Holders have been rejected.
- 6.5 Points for the Race Series shall be awarded as follows with Slot Licensee's accruing points earned by their Driver depending on their finishing position in each race:

10 Starters		9 Starters		8 Starters		7 Starters		6 Starters	
Place	Points	Place	Points	Place	Points	Place	Points	Place	Points
1 <sup>st</sup>	17	1 <sup>st</sup>	16	1 <sup>st</sup>	15	1 <sup>st</sup>	14	1 <sup>st</sup>	13
2 <sup>nd</sup>	12	2 <sup>nd</sup>	11	2 <sup>nd</sup>	10	2 <sup>nd</sup>	9	2 <sup>nd</sup>	8
3 <sup>rd</sup>	9	3 <sup>rd</sup>	8	3 <sup>rd</sup>	7	3 <sup>rd</sup>	6	3 <sup>rd</sup>	7
4 <sup>th</sup>	7	4 <sup>th</sup>	6	4 <sup>th</sup>	5	4 <sup>th</sup>	4	4 <sup>th</sup>	3
5 <sup>th</sup>	6	5 <sup>th</sup>	5	5 <sup>th</sup>	4	5 <sup>th</sup>	3	5 <sup>th</sup>	2
6 <sup>th</sup>	5	6 <sup>th</sup>	4	6 <sup>th</sup>	3	6 <sup>th</sup>	2	6 <sup>th</sup>	1
7 <sup>th</sup>	4	7 <sup>th</sup>	3	7 <sup>th</sup>	2	7 <sup>th</sup>	1		
8 <sup>th</sup>	3	8 <sup>th</sup>	2	8 <sup>th</sup>	1				
9 <sup>th</sup>	2	9 <sup>th</sup>	1						
10 <sup>th</sup>	1								

- 6.6 In the event that:
- a) the Slot Licensee's horse is scratched, declared a non-runner from any heat in the Race Series or fails to gain a start in a heat, the Slot Licensee will receive the following points:
    - i. If there are 9 starters, 6 points;
    - ii. If there are 7 or 8 starters, 5 points.
    - iii. If there are 6 starters, 3 points.
  - b) the Slot Licensee substitutes their Driver in accordance with clause 5.5, the points earned by the standby driver will be allocated to the Slot Licensee;
  - c) there is a dead heat for any placing in any race, the points for the horses involved in the dead heat will be added together and divided equally.
- 6.7 The Slot Licensee with the highest total points across the Race Series will be declared the winner.
- 6.8 The total prizemoney for the Race Series will be a minimum of \$260,000 (subject to deductions as provided for in these Terms and Conditions). The distribution of prizemoney will be in accordance with the following:

Overall Placing	Prizemoney
1 <sup>st</sup>	\$100,000
2 <sup>nd</sup>	\$50,000
3 <sup>rd</sup>	\$35,000
4 <sup>th</sup>	\$20,000
5 <sup>th</sup>	\$10,000
6 <sup>th</sup> – 10 <sup>th</sup>	\$5,000 (each)
Race Winner	\$1,000 per race (split in the case of a Dead Heat)

6.9 All payments of prizemoney will be paid to the Slot Licensee's nominated account in accordance with clause 3.4(a).

6.10 The Slot Licensor is not responsible for the distribution of prizemoney between the Slot Licensee and their Driver and accepts no liability for any loss suffered by the Driver.

## 7. ADDITIONAL CONDITIONS

7.1 The Slot Licensee must not assign, transfer, part with possession of, or lease/licence the Slot Licence without the prior written consent of the Slot Licensor, which consent may be granted or refused by the Slot Licensor at its absolute discretion. The Slot Licensee must provide all information required by the Slot Licensor if an application for consent is sought under this clause. If consent is granted, the Slot Licensee must comply with all conditions of consent as stipulated by the Slot Licensor.

7.2 The Slot Licensor may terminate this Agreement immediately by notice to the Slot Licensee if any of the following events has occurred:

- a) Racing Queensland withdraws from their commitment to the Race Series;
- b) the Slot Licensee breaches any term of these Terms and Conditions (including failing to make payment of the Slot Licence Fee by the due date) and the Slot Licensee fails to rectify the breach within fourteen (14) days of receiving notice from the Slot Licensor;
- c) any party comprising the Slot Licensee:
  - i. commits an offence against the Racing Act or the Racing Integrity Act or equivalent law in any other jurisdiction;
  - ii. commits an indictable offence, or a summary offence that involved dishonesty, fraud, stealing or unlawful betting, under any other Act or repealed Act; or
  - iii. commits an animal welfare offence;
  - iv. is or has engaged in conduct which may, in the reasonable opinion of the Slot Licensor, bring the Australian harness racing industry into disrepute; or
- d) the Slot Licensee experiences an Insolvency Event.

7.3 The Slot Licensee may terminate this Agreement by written notice to the Slot Licensor if any of the following events has occurred:



- a) the Slot Licensor has committed a material breach of this Agreement which is not remediable or if capable of remedy, where the Slot Licensor has failed to remedy it within 30 days of written notice from the Slot Licensee; or
- b) the Slot Licensor is subject to an insolvency event, other than an internal reconstruction.

7.4 If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

- a) the Parties are immediately released from their obligations under the Agreement except those obligations that, by their nature, survive termination;
- b) each Party retains the claims it has against the other;
- c) the Slot Licensee must immediately pay all outstanding amounts to the Slot Licensor without off-set (including any off-set for any alleged claim);
- d) the Slot Licensor may reallocate the Slot another party; and
- e) if the Agreement is terminated pursuant to clauses 7.27.2b) or 7.20, the Slot Licensor may retain any part of the Slot Licence Fee paid by the Slot Licensee.

7.5 Words and phrases defined in the GST Act have the same meaning in these Terms and Conditions unless the context indicates otherwise. If any supply made under these Terms and Conditions is a Taxable Supply, the recipient of that supply must pay the supplier the amount of GST payable by the supplier on that supply. In exchange for the payment, the supplier must provide the recipient with a Tax Invoice.

7.6 The Slot Licensee:

- a) expressly and irrevocably, assigns exclusively to the Slot Licensor all intellectual property, media rights and sponsorship rights in connection with:
  - i. the promotion of the Race Series;
  - ii. the events associated with the Race Series;
  - iii. the announcement of the Slot Licensee;
  - iv. the announcement of the horse, trainer, driver and ownership group;
  - v. the running of the Race Series; and
  - vi. the post-race coverage of the Race Series;including, without limitation, the names of the Slot Licensee, the driver and the trainer, the racing colours, logo, silks and any other associated or identifying characteristics and any other matter relating to the participation of a horse in the Race Series;
- b) agrees to request permission from the Slot Licensor prior to release any information relating to the Race Series. All media releases and communication will be coordinated to ensure that all parties can maximise potential reach and exposure through media platforms (including social media), broadcasting and all media channels;

- c) acknowledges that promotion by the Slot Licensor may include, without limitation, televising, broadcasting and/or recording of the Race Series in any manner and any activities incidental to the Race Series and extends to the broadcasting on any media platform (including digital platforms) and the licensing of such rights to others for uses approved by the Slot Licensor; and
  - d) hereby expressly and irrevocably waives, on its behalf and on behalf of its agents and employees (including the trainers, owners and drivers) any and all rights it may have in connection with any matters referred to in this clause.
- 7.7 Nothing in these Terms and Conditions creates a joint venture, agency, partnership or common enterprise between the Slot Licensor and the Slot Licensee.
- 7.8 If the Slot Licensee is comprised of more than one individual or entity (including partners in a partnership):
- a) an obligation on the Slot Licensee is both a joint and several obligation of each of those parties comprising the Slot Licensee;
  - b) a right granted to the Slot Licensee is deemed to be exercised jointly and severally on behalf of all parties comprising the Slot Licensee, if exercised by the Authorised Representative or Manager; and
  - c) a representation, warranty or undertaking made by any party comprising the Slot Licensee is taken to be made by each of them.
- 7.9 To the fullest extent permitted by law, the Slot Licensee releases the Slot Licensor and Racing Queensland from any claim, loss, damage or other liability incurred by the Slot Licensee or any of their related parties, agents, employees or contractors in relation to or in any way connected with the Race Series or this Agreement, except to the extent that it arises from the negligent or willful acts or omissions of the Slot Licensor.
- 7.10 The Slot Licensee indemnifies the Slot Licensor and Racing Queensland against any and all loss, damage or expense incurred (including legal costs on an indemnity basis) and any and all liabilities incurred directly or indirectly caused by the Slot Licensee or their related parties, agents, employees or contractors in connection with or whatsoever relating to the Race Series or this Agreement.
- 7.11 The Slot Licensee acknowledges and agrees that the limitations of liability contained in clause ? are essential to the Slot Licensor and the Slot Licensor would not have entered into this Agreement in their absence.
- 7.12 Any representation, warranty, condition or undertaking that would be implied in this Agreement by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.
- 7.13 This Agreement is to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, guarantees, conditions or obligations. If such legislation applies, to the extent possible, the Slot Licensor limits its liability in respect of any claim to the Slot Licence Fee payable for a single year of the Term.
- 7.14 These Terms and Conditions are agreed by the Slot Licensor and the Slot Licensee and contain the entire agreement of the Parties with respect to their subject matter.
- 7.15 If any provision (or part of a provision) of these Terms and Conditions are found to be invalid or unenforceable, such provision is to be read-down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 7.16 These Terms and Conditions are subject to the laws of the State of Queensland and the Parties submit to the exclusive jurisdiction of the Courts of Queensland.