

TERMS AND CONDITIONS OF SLOT LICENCE

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this document:

Australian Bred Standardbred	means the progeny of a mare registered in the Australian Trotting Stud Book and domiciled in Australia when served by a stallion who is also registered in the Australian Trotting Stud Book at the time of that service.
Authorised Representative or Manager	means the person identified in the Cover Page as Authorised Representative or Manager of the Slot Licensee, who is deemed to have the legal capacity to bind the Slot Licensee.
Bankruptcy Act	means the <i>Bankruptcy Act 1966</i> (Cth).
Business Day	means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.
Club	means the club that will host the Eureka as determined by HRAE and for 2025 is New South Wales Harness Racing Club Limited (ACN 000 002 666) of Tabcorp Park, Menangle, New South Wales 2563.
Confidential Information	means all information provided by HRAE or the Slot Licensor, including: <ul style="list-style-type: none">(a) trade secrets, confidential know-how, market research and strategies, sponsor and financial information relating to that party or a related body corporate (as that term is defined in the Corporations Act) from time to time;(b) information the Slot Licensee becomes aware, both before and after the date this Slot Holder Agreement is executed.
Connections of the Horse	means the owner(s) and other interest holders in the horse.
Controlling Body	means the body controlling harness racing for the Eureka and for 2025 is Harness Racing New South Wales Incorporated of 22 Meredith Street, Bankstown, New South Wales 2200.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).
Cover Page	means the cover page to this Slot Holder Agreement.
Eligibility Requirements	means the requirements contained in clause 2.2, 2.3, 3.2 and 3.4 of this Slot Holder Agreement.
Eligible Drivers	means Grade A (as that term is defined in the Rules of Racing) drivers licensed by the QRIC.
Eligible Horses	means Australian Bred Pacers that are: <ul style="list-style-type: none">(a) either 3 or 4 years old;(b) eligible for the QBRED Incentive Scheme; and(c) Queensland Trained;

Eureka Race Conditions

means the race conditions in Annexure 2 of the Slot Holder Agreement or any version amended by HRAE from time to time.

Force Majeure Event

means any reasonably unforeseeable event beyond the control of the parties, including any acts of God, fire, explosion, flood, war, acts of terrorism, theft, malicious damage, strikes, lock-outs, industrial action of any kind, government regulation or requirement or restraint.

GST

has the meaning given to the term in the GST Act.

GST Act

means *A New Tax System (Goods and Services Tax) Act 1999*.

HRNSW

means Harness Racing New South Wales.

HRAE

means HRAE Pty Ltd, being a wholly owned subsidiary of Harness Racing Australia Incorporated (A00324) an incorporated associated in the Australian Capital Territory (Canberra) under the *Associations Incorporation Act 1991* (ACT).

Insolvency Event (Licensee)

means an event whereby any of the parties comprising the Slot Licensee experience one or more of the following events:

- (a) commits an act of bankruptcy, as defined in the Bankruptcy Act;
- (b) 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;
- (c) is made bankrupt;
- (d) makes compromises with their creditors or any class of creditor, including a general assignment for the benefit of creditors;
- (e) becomes incapable of managing their own affairs;
- (f) dies;
- (g) is subject to any action initiated by any competent authority to strike their name off the register of companies;
- (h) 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;
- (i) 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;
- (j) if the party's shareholders pass a resolution to wind up the party;
- (k) 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;
- (l) if a provisional liquidator is appointed to the party;
- (m) 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);
- (n) 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;

	<ul style="list-style-type: none"> (o) 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; (p) the party (or any third party) institutes insolvency, receivership or bankruptcy proceedings with respect to the party for settlement of the party's debts; or (q) if the party ceases to carry on its business.
Local Rules	means the Local Rules (Harness Racing) as amended from time to time.
Managing Owner	means the manager of the horse (as that term is defined in the Rules of Racing).
Parties	means the Slot Licensor and the Slot Licensee.
QBRED Incentive Scheme	means the QBRED for Life incentive scheme implemented by the Slot Licensor.
Queensland Trained	<p>means a horse that has been in the name of a trainer (as evidenced by a stable return) since April 1, 2025 where that trainer is either:</p> <ul style="list-style-type: none"> (a) a QRIC licensed trainer; or (b) a HRNSW licensed trainer that: <ul style="list-style-type: none"> (i) races the majority of their horses in Queensland; and (ii) has their principal place of residence in the Tweed Heads Local Government Area.
QRIC	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.
Racing Act	means the <i>Racing Act 2002</i> (Qld).
Racing Calendar	means Racing Queensland's official industry publication for harness racing as may be amended from time to time.
Racing Integrity Act	means the <i>Racing Integrity Act 2016</i> (Qld).
Racing Queensland	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 harness racing in Queensland.
Rules of Racing	means the Australian Harness Racing Rules of Racing and Racing Queensland Local Rules of Racing as amended from time-to-time.
Slot	means a place in the starting field of the Hayden or the TAB Eureka.
Slot Auction	means an Auction to be conducted at the Sunshine Stars Yearling Sales on Sunday, February 23, 2025.

Slot Auction Conditions	means the Terms and Conditions contained in Annexure 1 of the Slot Holder Agreement.
Slot Holder Agreement	means these Terms and Conditions, which includes the cover page and all annexures.
Compliance Form	means the form to be completed by the Slot Licensee as provided by HRAE.
Slot Holder	means a Slot Licensee who is granted a Slot Licence.
Slot Holder Interest Holder	means any person who has an interest in a Slot Holder above 20% of the equity in the Slot Holder.
Slot Holder Manager	means a manager of a Slot Holder Syndicate that is selected by the Slot Holder Syndicate as their manager and legal agent and approved by HRAE in accordance with clause 5.2(b).
Slot Holder Rights	means the rights specified in clause 4 of these Terms and Conditions.
Slot Holder Syndicate	means a Slot Licensor and HRAE approved syndicate of owners represented by a selected Slot Holder Manager.
Slot Licence	means the licence granted by the Slot Licensor to the Slot Licensee to enter a horse in the Hayden and the TAB Eureka.
Slot Licence Fee	means the fee payable by the Slot Licensee to obtain a Slot in the Hayden.
Slot Licensee	means any person or entity named in the Cover Page 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).
Slot Licensor	means Racing Queensland.
TAB Competing Wagering Entity	means: <ul style="list-style-type: none"> (a) any person who is a Wagering Service Provider other than the TAB or a Related Body Corporate of TAB; and (b) any person for whom a substantial part of their revenue is derived from promoting or supporting Wagering Service Providers other than TAB or a Related Body Corporate of TAB, including but not limited to mypunter.com, punters.com.au and g1x.
Term	means the calendar year 2025.
Terms and Conditions	means the terms and conditions set out in this document.
Wagering Service Provider	means anyone who supplies or provides any or all of the following services or products: <ul style="list-style-type: none"> (a) pari-mutuel wagering; (b) fixed odds betting; (c) tote odds; (d) the provision of a 'betting exchange' (e) the provision of a skill based wagering or pooled wagering (such as daily fantasy) platform; and/or (f) any other services supplied under a betting or wagering licence, including a sports betting licence (or equivalent)

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 HAYDEN

2.1 The Hayden will be conducted in accordance with the Slot Holder Agreement and the race conditions issued for the Hayden by the Slot Licensor.

2.2 The Hayden will be:

- (a) conducted under the Rules of Racing;
- (b) run on June 21, 2025.
- (c) run at Albion Park Harness Racing Club;
- (d) run over 2138m via mobile start;
- (e) restricted to Eligible Horses; and
- (f) restricted to Eligible Drivers.

2.3 The following table sets out the predefined age and sex of the horse to be nominated in the accompanying barrier to race in the Hayden:

Barrier	Sex	Age
1.	Filly, Colt or Gelding	3
2.	Colt or Gelding	3
3.	Colt or Gelding	3
4.	Colt or Gelding (3yo) or Mare (4yo)	3/4
5.	Mare, Colt or Gelding	4
6.	Entire or Gelding	4
7.	Entire or Gelding	4
8.	Entire or Gelding	4
9.	Entire or Gelding	4
10.	Entire or Gelding	4

- 2.4 If a Slot Holder of barriers 2 or 3 is unable to source a suitable horse for their Slot as required by clause 2.3, the Slot Licensee may nominate an eligible 3YO Filly to be approved by the Slot Licensors.
- 2.5 If a Slot Holder of barriers 5, 6, 7, 8, 9 or 10 is unable to source a suitable horse for their Slot as required by clause 2.3, the Slot Licensee may nominate an eligible 3YO Colt, 3YO Gelding or 4YO Mare to be approved by the Slot Licensors.
- 2.6 Prizemoney for the Hayden will comprise \$100,000 in seed funding from the Slot Licensors and the proceeds of the Slot Auction. The distribution of the prizemoney will be in accordance with the following breakdown:

Place	First \$100,000	Prizemoney over \$100,000
1st	\$50,000	45%
2nd	\$20,000	20%
3rd	\$12,500	15%
4th	\$5,000	7.5%
5th	\$2,500	2.5%
6 th – 10th	\$2,000	2% (each)
Total	\$100,000	100%

A 1% deduction for Equine Welfare (or such higher amount as may be required by the Slot Licensors will be applied to all prizemoney prior to distribution).

- 2.7 All payments of prizemoney in relation to the Hayden shall be paid to the Slot Licensee's nominated account that must be provided in writing to the Slot Licensors, other than standard deductions which apply to all prizemoney in the Hayden, including trainer (10%), driver (5%) and animal care levy (1%).
- 2.8 The Slot Licensors are not responsible for the distribution of prizemoney between the Slot Licensee and the relevant owner(s) of the horse, in the event that the Slot Licensee is not the owner of the horse.
- 2.9 Nominating a horse for the Hayden constitutes an agreement for the nominated horse to represent the Slot Licensors in the TAB Eureka in the event the nominated horse wins the Hayden, with costs to be borne by the Slot Licensee except as expressly specified in these conditions.
- 2.10 For the Hayden:
- (a) up to three emergency runners may be declared;
 - (b) the horses to be declared as emergencies for the Hayden will be chosen by Racing Queensland in consultation with the Managing Owner of the relevant horses;
 - (c) the Managing Owner of a relevant horse must, prior to their horse being eligible to be declared an emergency, provide a declaration to Racing Queensland (in the prescribed form) directing Racing Queensland to pay any prizemoney and trophy to which the owners may be entitled in respect of the horse's entry in the Hayden;
 - (d) the declaration of emergencies for the Hayden will be a list only and is not an order of entry in the event of a scratching; and
 - (e) in the event of a scratching of a horse entered for the Hayden by the Slot Licensee pursuant to clause 2.10 or clause 2.11, Racing Queensland will select the emergency of the same age and sex of the scratched horse.

- 2.11 If the Slot Licensee's runner is scratched after 8:30am on the day of the Hayden:
- (a) with a certified veterinary certificate approved by the QRIC and confirmed by a QRIC appointed veterinarian, then the Slot Licensee will not be entitled to a runner in the Hayden and will receive last place prizemoney; or
 - (b) without a veterinary certificate approved by the QRIC and confirmed by a QRIC appointed veterinarian, then the Slot Licensee will not be entitled to a runner in the Hayden and the Slot Licensee will forfeit the right to any prizemoney.
- 2.12 If the QRIC receives a veterinary report from a QRIC appointed veterinarian after acceptances for the Hayden but before 8.30am on the day of the Hayden stating that a particular horse is not, or cannot reasonably be expected to be fit to compete in the Hayden then the QRIC under the Rules of Racing may scratch the horse. Clause 2.10(e) will then apply as if the horse was scratched with a certified veterinary certificate approved by the QRIC and confirmed by a QRIC appointed veterinarian.
- 2.13 In the event that the Slot Licensee's horse is scratched from the Hayden and an emergency runner is declared to run in its place in accordance with clause 2.10:
- (a) Any prize money will be distributed 50/50 between the Slot Licensee and the Managing Owner of the emergency runner, unless the Slot Licensee provides the Slot Licensor with a separate agreement about the distribution of prize money between the Slot Licensee and the Managing Owner of the emergency runner;
 - (b) Any other prizes such as trophies/rugs will be retained by the Slot Licensee.
- 2.14 Should a runner be nominated that is Out Of The Draw in Mobile Starts (**ODM Runner**) or a scratching occurs after the scratching deadline of 8.30 on the morning of the Hayden, the following will occur:
- (a) If the horse in barrier 8 is an ODM Runner or is scratched, then that barrier will remain vacant with all other horses outside barrier 8 to remain in their allocated barrier;
 - (b) If a horse outside barrier 8 is an ODM Runner or is scratched, then the horses allocated outside barrier 8 (i.e. 9 and 10) will move down 1 barrier.

3. CONDITIONS ABOUT THE SLOT LICENSEE IN RELATION TO THE HAYDEN

- 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 complying with all conditions of the Slot Auction Conditions and at all times complying with the Slot Holder Agreement, the Slot Licensee is entitled to enter a horse in the Hayden.
- 3.3 The Slot Licensee will be responsible for nominating a horse to run in the Hayden that complies with the terms of their Slot Holder Agreement.
- 3.4 The Slot Licensee must:
- (a) Within 7 days of signing the Slot Holder Agreement, provide a declaration to the Slot Licensor which details:
 - (i) the names of any Slot Holder Interest Holders; and
 - (ii) the names and percentage of ownership of any Slot Holder Syndicate members.

- (b) At all times, ensure that the Slot Licensee and any parties comprising the Slot Licensee (eg: all Slot Holder Syndicate members), complies with the conditions set out in clause 8.2(d).
- 3.5 The Slot Licensor will invoice the Slot Licensee for payment of the Slot Licence Fee within 7 days after completion of the Slot Auction. The Slot Licensee must pay the Slot Licence Fee within 7 days of receipt of the invoice.
- 3.6 Failure to pay the Slot Licence Fee in accordance with clause 3.5 will entitle the Slot Licensor to revoke the Slot Licence and distribute the Slot in any manner it sees fit.
- 3.7 The Slot Licensee must not be an owner (either by syndicate or part owner) or nominate a horse that is owned (either by syndicate or part owner), who:
- (a) Cannot own an interest in a standardbred horse under the Australian Harness Racing Rules; or
 - (b) Is a TAB Competing Wagering Entity or a person who will or may reasonably engage in any commercial arrangements with a Competing Wagering Entity in connection with the TAB Eureka.
- 3.8 The Slot Licensee:
- (a) may enter a horse that it owns or enter into its own contractual agreement with the owners of the horse;
 - (b) is responsible for ensuring that all Eligibility Requirements are satisfied, regardless of whether or not the Slot Licensee is the owner of the horse.
- 3.9 If the Slot Licensee is not the owner of the horse nominated to run in the Hayden, the Slot Licensee must provide a declaration to the Slot Licensor by no later than 24 hours prior to the closing time for nominations (or such later time as approved by the Slot Licensor) for the Hayden detailing:
- (a) the interests and shares of all owners of the horse being nominated to run in the Hayden;
 - (b) the agreement reached with the owners of the horse being nominated to run in the Hayden as to prizemoney split; and
 - (c) acknowledgment that the owner(s) and trainer of the horse that is nominated to run in the Hayden retain all rights and responsibilities under the Rules of Racing.
- 3.10 The Slot Licensee will ensure that each owner of the horse entered to run in the Hayden acknowledges and agrees that the Rules of Racing apply to them in full in respect to the horse's entry in the Hayden.
- 3.11 The Slot Licensor has discretion to reject the nomination and/or acceptance of a horse entered in the Hayden by the Slot Licensee where an owner or trainer of that horse owes an outstanding debt to the Slot Licensor.
- 3.12 The Slot Licensor or the stewards may refuse the nomination and/or acceptance of any horse in the Hayden for any reason permissible under the Rules of Racing. In the event that the horse is declared a non-starter or disqualified under the Rules of Racing, then the Rules of Racing will apply in respect of any prizemoney.
- 3.13 The Slot Licensee must not do any act or thing which would bring the Hayden or the Slot Licensor into disrepute (in the opinion of the Slot Licensor).

- 3.14 If, for any reason, the Hayden 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.
- 3.15 The Slot Licensee acknowledges that, at any time during the Term (and subject to the Rules of Racing), the Slot Licensor may vary or modify the scheduling and/or conditions of the Hayden that it, in its absolute discretion, sees fit.
- 3.16 The Slot Licensee must provide the Slot Licensor with all relevant information and documents as reasonably requested by the Slot Licensor to discharge the obligations of the Slot Licensee in this clause 3.

4. CONDITIONS ABOUT THE TAB EUREKA

- 4.1 The TAB Eureka will be conducted in accordance with the Eureka Race Conditions. The Slot Licensee acknowledges that HRAE may amend or vary the race conditions in respect of the TAB Eureka and that it will comply with those conditions at all times.
- 4.2 The Slot Licensee acknowledges that the Slot Licensor is the Slot Holder of a Slot in the TAB Eureka and that the Slot Licensor grants the Slot Licensee a right to enter a horse in the Slot Licensor's Slot in the TAB Eureka.
- 4.3 The horse that wins the Hayden will automatically qualify to be nominated in the Slot Licensor's Slot in the TAB Eureka.
- 4.4 Any prizemoney earned by the Slot Licensee from the TAB Eureka will be paid to the Slot Licensor's nominated account in the first instance. The Slot Licensor will retain 10% of any prizemoney payable to the Slot Licensor and the balance will be paid to the Slot Licensee within 14 days of the Slot Licensor receiving the prizemoney from HRAE.
- 4.5 In the event that the Slot Licensee's horse is scratched from the TAB Eureka and an emergency runner is selected to run in its place, the prize money will be subject to clause 7.11 of the Eureka Race Conditions and distributed as follows:
- (a) 40% to be distributed to the Managing Owner of the emergency horse;
 - (b) 40% to be distributed to the Slot Licensee; and
 - (c) 20% to be retained by the Slot Licensor.
- 4.6 The Slot Licensor will, subject to any changes made by HRAE, provide the following hospitality rights to the Slot Licensee:
- (a) Five (5) tickets to the TAB Eureka race day, including entry, carpark and hospitality;
 - (b) Five (5) tickets to the official function held on an official function in the lead up to the TAB Eureka; and
 - (c) Invitations to all associated events in relation to the TAB Eureka.

5. CONDITIONS ABOUT THE SLOT LICENSEE IN RELATION TO THE TAB EUREKA

- 5.1 The Slot Licensee acknowledges that the Slot Licensor has been granted a Slot in the TAB Eureka and that any assignment, part assignment or sub-licence to the Slot Licensee of the Slot Holder Rights must be consented to by HRAE.

- 5.2 The Slot Licensee must ensure compliance of all conditions imposed by HRAE in respect of the TAB Eureka, including:
- (a) Obtaining approval from HRAE regarding any Slot Holder Interest Holders and Slot Holder Syndicate members;
 - (b) Appointing a Slot Holder Manager, who:
 - (i) must be a natural person;
 - (ii) must be authorised to act for and on behalf of the Slot Holder Syndicate in all matters;
 - (iii) is responsible for ensuring that the obligations of the Slot Holder Syndicate under these Terms and Conditions are met; and
 - (iv) has been approved by HRAE,
 - (c) Notifying HRAE via the Slot Holder Manager, of the Slot Holder Syndicate members' names and percentage of ownership to be approved by HRAE prior to recognition of their interest.
 - (d) Providing HRAE with a completed Slot Holder Agreement Compliance Form for approval.
 - (e) Ensuring that all Slot Holder Interest Holders and Slot Syndicate Members when a syndicate is approved, sign a Slot Holder Agreement Compliance Form (which is to be provided by HRAE) and provide a copy of this form to the Slot Holder Manager, who in turn is to forward copies of all executed forms to HRAE;
 - (f) Acknowledgment that HRAE:
 - i. has currently appointed TAB as the exclusive wagering sponsor of the Eureka and the Slot Licensee agrees that it will not grant any commercial rights or interests in respect of its rights to any TAB Competing Wagering Entity or any competitors of TAB or Sky Racing;
 - ii. has granted TAB the exclusive naming rights to the Eureka;
 - iii. has granted TAB the designation of Exclusive Wagering Sponsor of the Eureka and the Slot Licensee will ensure that any reference across any assets, material, events or media opportunities relating to the Eureka will refer to the Eureka with the name specified by TAB which is currently the TAB Eureka. The Slot Licensee will use best endeavors to ensure that any sponsor or associated media entity covering the Eureka refers to the Eureka in all communications with the name specified by the TAB which is currently the TAB Eureka.
 - (g) Ensuring that:
 - i. the horse to run in the TAB Eureka is nominated prior to the time of the finalization of race acceptances for the race as determined by the Eureka Race Conditions;
 - ii. the Slot Licensee and all syndicate or part owners of the horse nominated by the Slot Licensee do not engage in any commercial arrangements including ownership, assignment, leasing or any promotional agreement of any kind, with a TAB Competing Wagering Entity in connection with the TAB Eureka;
 - iii. the Connections of the Horse must not include a TAB Competing Wagering entity or have any commercial arrangement or association with a TAB Competing Wagering Entity;

- iv. the Slot Holder Manager supplies all forms required by HRAE in respect of the Slot Holder Syndicate;
 - v. any proposed changes to the Slot Holder Syndicate members are approved by HRAE;
 - vi. If a Slot Holder Syndicate member is disqualified from owning an interest in a horse under the Rules of Racing, the horse owned by the Slot Holder Syndicate must not be nominated for or start in a race without the approval from HRAE;
- (h) The terms of this clause 5.2 are subject to the continuation of the TAB to be the Exclusive Wagering Sponsor, provided that the Slot Licensee shall be subject to any similar restrictions as notified by the Slot Licensors if exclusive wagering sponsor rights are granted to another entity in respect of the TAB Eureka.

5.3 The Slot Licensee must:

- (a) advise HRAE of all its owners, part owners and sub-licensees and any changes to the owners, part owners or sub-licensees shall be notified in writing and are subject to approval by HRAE;
- (b) act reasonably and in good faith at all times in discharging its obligations under the Slot Holder Agreement;
- (c) not unreasonably withhold or delay any approvals required by the Controlling Body or the Club;
- (d) work collaboratively with the Controlling Body and the Club to support the Eureka planning and execution;
- (e) use reasonable endeavors to promote the TAB Eureka and advise the HRAE of the promotional activities it has or shall perform in writing;
- (f) comply with the Eureka Race Conditions;
- (g) enter into any agreement or documentation required by HRAE;
- (h) comply with any reasonable requests made by the Slot Licensors so that the Slot Licensors can discharge its obligations to HRAE.

5.4 The Slot Licensee must provide the Slot Licensors with all of the information and documentation referred to in this clause 5. The Slot Licensors will then provide the information/documents to HRAE.

5.5 Should a situation arise whereby the winner of the Hayden is unable to participate in the TAB Eureka prior to the nominations closing for the TAB Eureka, the Slot Licensee must:

- (a) select another horse from the field that competed in the Hayden, subject to approval by the Slot Licensors;
- (b) if unable to comply with clause 5.5(a), nominate any horse to be approved by the Slot Licensors. The horse nominated by the Slot Licensee must be an Eligible Horse.

5.6 The Slot Licensors (in conjunction with the Slot Licensee) reserves the right to select its representative in the TAB Eureka using any means necessary, should all runners who competed in the Hayden be unavailable for the TAB Eureka prior to nominations closing.

5.7 The Slot Licensee acknowledges that HRAE may amend the Eureka Race Conditions and thereby agrees to the Slot Licensors varying the terms of the Slot Holder Agreement to the extent of the amendment(s).

5.8 The Slot Licensee must ensure compliance with the Eligibility Requirements at all times.

6. CONFIDENTIAL INFORMATION

6.1 The Slot Licensee:

- (a) may use and produce Confidential Information only to perform its obligations under the Slot Holder Agreement or any agreement entered into with HRAE;
- (b) may not disclose or otherwise make available Confidential Information other than to personnel who have a need to know the information to enable the party to perform its obligations under the Slot Holder Agreement or any other agreement entered into with HRAE;
- (c) may disclose Confidential Information as required by law or to professional advisors, including lawyers and accountants.

7. CONFLICT OF INTEREST

7.1 The Slot Licensee:

- (a) agrees that it will do all things necessary to manage any actual, potential or perceived conflict of interest which may arise in the performance of their obligations under the Slot Holder Agreement or any agreement entered into with HRAE; and
- (b) must disclose to the Slot Licensors any potential conflicts of interest with the Slot Licensors or HRAE immediately upon knowledge of the potential conflict of interest.

8. ASSIGNMENT AND TERMINATION

8.1 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 Licensors, which consent may be granted or refused by the Slot Licensors at its absolute discretion. The Slot Licensee must provide all information required by the Slot Licensors 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 Licensors.

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

- (a) HRAE terminates the Slot Licensors Slot in the Eureka for any reason;
- (b) HRAE does not provide the consent referred to in clause 5.1;
- (c) the Slot Licensee breaches any term of the Slot Holder Agreement and the Slot Licensee fails to rectify the breach within fourteen (14) days of receiving notice from the Slot Licensors;
- (d) 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. is or has engaged in conduct which may, in the reasonable opinion of the Slot Licensors, bring the Australian harness racing industry into disrepute;
 - iii. commits an indictable offence, or a summary offence that involved dishonesty, fraud, stealing or unlawful betting, under any other Act or repealed Act;

- iv. commits an animal welfare offence;
- v. suffers an Insolvency Event; or
- vi. breaches any of the Eligibility Requirements, each of which will constitute a material breach of this Slot Holder Agreement.

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

- (a) each Party retains the claims it has against the other;
- (b) the Slot Licensee must immediately pay all outstanding amounts to the Slot Licensor without off-set (including any off-set for any alleged claim); and
- (c) the Slot Licensor may reallocate the Slot to another party.

8.4 If this Slot Holder Agreement is terminated by the Slot Licensor by virtue of a material breach of the Slot Licensee, then the Slot Licensee will forfeit the Slot Licence Fee.

9. FORCE MAJEURE

9.1 If a Force Majeure Event affecting any party precludes that party (**Precluded Party**) partially or wholly from complying with its obligations under the Slot Holder Agreement, then:

- (a) As soon as reasonably practicable after that Force Majeure Event arises and in any event within 24 hours of the Force Majeure Event, the Precluded Party must notify the other party of:
 - i. the Force Majeure Event;
 - ii. which obligations under the Slot Holder Agreement the Precluded Party is unable to perform (**Affected Obligations**);
 - iii. the extent to which the Force Majeure Event precludes the Precluded Party from performing the Affected Obligations (**Precluded Extent**);
 - iv. the expected duration of the delay arising directly out of the Force Majeure Event;
- (b) the Precluded Party's obligation to perform the Affected Obligations will, to the Precluded Extent, be suspended for the duration of the actual delay arising out of the Force Majeure Event (**Actual Delay**);
- (c) the other party's obligations to perform any obligations dependent on the Affected Obligations will be suspended until the Precluded Party resumes performance.

9.2 As a consequence of the Force Majeure Event:

- (a) If the Actual Delay continues for more than 90 days, the other party may terminate this Slot Holder Agreement by giving 14 days notice to the Precluded Party;
- (b) If the Precluded Party resumes performance during the notice period under paragraph (b), the notice of termination will be void and this Slot Holder Agreement will continue to apply.

9.3 If:

- (a) a party terminates this Slot Holder Agreement under clause 9.2(a):

- i. The rights and obligations of the party's under this Slot Holder Agreement (including, but not limited to, any licence) cease;
 - ii. Any accrued rights or remedies of a party are not affected.
- (b) the Slot Licensor terminates this Slot Holder Agreement under clause 9.2(b), the Slot Licensor will have full discretion in relation to how the Slot Licensor's Slot in the TAB Eureka will be used.

10. GENERAL CONDITIONS

10.1 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.

10.2 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 Hayden;
 - ii. the events associated with the Hayden;
 - iii. the announcement of the slot licensee;
 - iv. the announcement of the horse, trainer, driver and ownership group;
 - v. the running of the Hayden; and
 - vi. the post-race coverage of the Hayden;

including, without limitation, the names of the Slot Licensee, any owners of a horse entered in the Hayden, 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 Hayden;

- (b) agrees to request permission from the Slot Licensor prior to release any information relating to the Hayden. 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 Hayden in any manner and any activities incidental to the Hayden 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.

10.3 Nothing in this Slot Holder Agreement creates a joint venture, agency, partnership or common enterprise between the Slot Licensor and the Slot Licensee.

- 10.4 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.
- 10.5 To the fullest extent permitted by law, the Slot Licensee releases the Slot Licensor 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 Hayden or the TAB Eureka or this Slot Holder Agreement, except to the extent that it arises from the negligent or willful acts or omissions of the Slot Licensor.
- 10.6 The Slot Licensee indemnifies the Slot Licensor 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 Hayden, the TAB Eureka or the Slot Holder Agreement.
- 10.7 The Slot Licensee acknowledges and agrees that the limitations of liability contained in clause 10.6 are essential to the Slot Licensor and the Slot Licensor would not have entered into this Slot Holder Agreement in their absence.
- 10.8 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.
- 10.9 This Slot Holder 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 the Term.
- 10.10 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.
- 10.11 This Slot Holder Agreement is subject to the laws of the State of Queensland and the Parties submit to the exclusive jurisdiction of the Courts of Queensland.
- 10.12 This Slot Holder Agreement may be executed by electronic signature.