

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 Assessable Turnover** has the meaning as set out in clause 3.1(c).

**Aggregate Betting Exchange Revenue** of a Betting Exchange has the meaning as set out in clause 3.1(c).

**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.

**All Race Meetings** means all:

- (a) Greyhound Race Meetings;
- (b) Harness Race Meetings; and
- (c) Thoroughbred Race Meetings.

**Annual Performance Bonus** has the meaning given in clause 3.5(d).

**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), Racing Information Services Enterprise Pty Ltd (ABN 96 131 989 761), or BetMakers.

**Approved Industry Expenditure Program** has the meaning given in clause 3.4(l).

**Assessable Turnover** of the Authorised Operator has the meaning as set out in clause 3.1(c).

**Assessment Dispute Notice** has the meaning given in clause 3.4(bb).

**Audit Purpose** means to enable 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 Racing Queensland.

**Authorised Operator's Deductions** means the Deductions calculated by the Authorised Operator and applied in accordance with clause 11.2.

**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 6.1(a) and 7.4(b).

**Authority** comprises a Race Information Authority, these General Conditions and any special conditions.

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

**BetMakers** means BetMakers DNA Pty Ltd (ACN 627 537 044).

**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 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 Exchange Fee** has the meaning given in clause 3.2(e).

**Betting Exchange Revenue** has the meaning set out in clause 3.1(c).

**Betting Fee** has the meaning given in clause 3.2(a).

**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 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 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).

**Bonus Invoice** has the meaning given in clause 3.5(f).

**Bonus Threshold** has the meaning given in clause 3.5(d).

**Bonus Threshold Entitlement Notification** has the meaning given in clause 3.5(f)

**Business Day** means any day other than a Saturday, Sunday or public holiday in Brisbane, in the State of Queensland.

**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 10.

**Deduction** means the amount applied against and deducted from the fixed odds dividends offered on the remaining runners in a Race in accordance with clause 11.2, in the event there are one or more Non-Starters in that Race.

**Determination Dispute Notice** has the meaning given in clause 3.5(h).

**Eligible Authorised Operator** has the meaning given in clause 3.4(a) or clause 3.5(a) as relevant.

**Final Deductions** means the Deductions calculated after the correct weight of the field is declared in accordance with the Rules of Racing.

**Final Field Market** means a market that has been created on a relevant race subsequent to the final declaration of acceptors for that race as published or defined by Racing Queensland or an Approved Supplier.

**Financial Records** has the meaning given in clause 8.2.

**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;
- (b) in respect of which payment is subsequently waived, compromised, released or forgiven by the Authorised Operator; or
- (c) 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'.

**General Conditions** means these general conditions for the use of Queensland Race Information effective from 1 July 2023 and includes any annexures to them.

**Good Faith** means acting lawfully, honestly and reasonably.

**Greyhound Race Meeting** means a Race Meeting at which at least one greyhound Race occurs.

**Greyhound Race** means a Race held at a Greyhound Race Meeting.

**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).

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

**Harness Race** means a Race held at a Harness Race Meeting.

**Industry Investment Rebate** means a rebate of the Eligible Authorised Operator's Race Field Fees paid during the relevant Financial Year up to the Industry Investment Rebate Cap, and as calculated on the Approved Industry Expenditure as set out under clause 3.4.

**Industry Investment Rebate Cap** means in any Financial Year, the lesser of the following amounts:

- (a) \$7,500,000; and
- (b) 10.0% of the Race Field Fees paid by an Eligible Authorised Operator in the relevant Financial Year.

**Ineligible Authorised Operator** has the meaning given in clause 3.4(b) or clause 3.5(b) as relevant.

**Interim Deductions** means the Deductions calculated before the correct weight of the field is declared in accordance with the Rules of Racing.

**Licensed Club** means a club that is licensed by Racing Queensland to conduct Race Meetings.

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

**Metropolitan Thoroughbred Race** means a Thoroughbred Race classified by 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 10.

**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 different events; and
- (b) the Race is at least one of the events on which the outcome of the bet depends.

**MJML Eligible Portion** of each MJML Bet 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 on the same Race Meeting Day as the Race.

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

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

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 within the MJML Bet.

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

**Non-Starter** means a horse or greyhound (as applicable) in a Race that is withdrawn, scratched or otherwise declared a non-starter in accordance with the Rules of Racing.

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

**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.

**Past the Post Payout** means where, with respect to a Betting Transaction of a Race between an Authorised Operator and a customer:

- (a) following completion of the Race but prior to the declaration of correct weight, the customer receives payment from the Authorised Operator with respect to the Betting Transaction (incorporating the Interim Deductions);
- (b) subsequent to the payment described at (a), there is an amendment made to the official results of the Race (due to the disqualification of a horse or horses or otherwise); and
- (c) despite the circumstance described at (b), the customer retains the payment described at (a).

**Performance Target** has the meaning given in clause 3.5(c).

**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.

**Post-Race Meeting Day MJML Bet Fee** has the meaning given in clause 3.2(f).

**Post-Race Meeting Day Race** has the meaning given in clause 3.2(f).

**Prescribed Mechanism** has the meaning given in clause 11.2(d).

**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) reducing or minimising the amount of any Race Field Fees that, but for the operation of the Scheme, would have been payable by one Authorised Operator (including without limitation, conducting a wagering business across multiple Authorised Operators to seek to benefit from a lower Rate than would otherwise apply); or



- (c) 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; or
- (d) without limiting paragraph (c) above, avoiding or otherwise limiting the operation of the obligations imposed under clauses 10.1 or 10.2.

**Privacy Laws** means all laws relating to the collection, storage and use of personal information.

**Proposing Party** has the meaning given in clause 3.4(u).

**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).

**QOP Deductions** means the Deductions calculated by BetMakers DNA Pty Ltd on behalf of Racing Queensland and provided to the Authorised Operator as part of the Queensland QOP Service in accordance with clause 11.2.

**QOP Service** means the Queensland Official Price service provided by BetMakers DNA Pty Ltd.

**Queensland Race Information** has the meaning given in section 131 of the Act.

**Queensland Industry Initiatives** means

- (a) infrastructure at a Licenced Club where the Licensed Club owns the land on which such infrastructure is proposed for;
- (b) infrastructure owned by Racing Queensland;
- (c) prize money bonuses and/or incentives;
- (d) promotional activities aimed to increase interest for Queensland product;
- (e) activities designed to increase on-course attendance for Queensland product;
- (f) co-collaboration on analytics projects and resourcing;
- (g) initiatives designed to promote ownership of Queensland animals;
- (h) animal care and welfare initiatives;



- (i) broadcast innovations;
- (j) education and training of participants in the Queensland racing industry;
- (k) sponsorship of one or more Licensed Clubs; and
- (l) any other initiatives that could be substantially beneficial to the Queensland racing industry,

**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 Field Fees** means the fees payable by the Authorised Operator under the Authority for the use of Queensland Race Information in accordance with these General Conditions.

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

**Race Meeting Day** means the day of a Race Meeting on which Race Field Fees are payable under clause 3.1.

**Racing Queensland** means the Racing Queensland Board trading as Racing Queensland (ABN 80 730 390 733).

**Rates** means collectively, the Greyhound Rates, the Harness Rates, the Thoroughbred Rates, Betting Exchange Rate and the rates used to calculate the Post-Race Meeting Day MJML Bet Fees.

**Rebate Invoice** has the meaning given in clause 3.5(g).

**Reimbursement Invoice** has the meaning given in clause 3.4(x).

**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 8.3(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, including same race and same meeting multiples;
- (i) doubles;
- (j) fixed odds;
- (k) starting price;
- (l) best fluctuation;
- (m) concession;
- (n) Totalisator odds;
- (o) jockey challenge;
- (p) quadrella.
- (q) trio; and
- (r) treble.

**Relevant Fixed Odds Bet** has the meaning given in clause 10.1(a).

**Responding Party** has the meaning given in clause 3.4(u).

**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.

**Rules of Racing** means the rules of racing lawfully made by Racing Queensland (as may be updated from time to time).

**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,

regardless of whether the foregoing involves one or more Authorised Operators.

**Show Cause Notice** has the meaning given in clause 11.7(a).

**Spending Proposal** means an Eligible Authorised Operators proposed expenditure on or investment in one or more Queensland Industry Initiatives.

**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.

**Table of Deductions** means the approved schedule of deductions referred to in clause 11.2(h) and set out on Racing Queensland website located at <https://www.racingqueensland.com.au/about/clubs-venues-wagering/wagering-licencing/deductions> and as updated from time to time by Racing Queensland.

**Thoroughbred Race Meeting** means a Race Meeting at which at least one Thoroughbred Race occurs.

**Thoroughbred Race** means a Race held at a Thoroughbred Race Meeting.

**Total Market** means in any Financial Year, all wagering turnover, as defined by the relevant Principal Racing Authority, earned by the Eligible Authorised Operator for all races conducted in all Australian states and territories.

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

**Wagering Information** means all data which is reasonably required by Racing Queensland to calculate Race 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, section, 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) 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 Race Field Fees

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

### 3.1 Obligation to Pay Race Field Fees

- (a) In consideration for being authorised to use Queensland Race Information, each Authorised Operator shall pay to Racing Queensland, the Race Field Fees in accordance with these General Conditions.

- (b) For an Authorised Operator:
- (i) that operates a Betting Exchange, the Race Field Fees shall be based on the Betting Exchange Revenue of that Authorised Operator derived from each Race Meeting; and
  - (ii) that does not operate a Betting Exchange, the Race Field Fees shall be based on the Assessable Turnover of that Authorised Operator derived from each Race Meeting,

as otherwise as calculated under clause 3.2.

- (c) For the purposes of these General Conditions:

**Assessable Turnover** = Bets Taken + (MJML Eligible Portion of an MJML Bet) - (Aggregate Bet Backs).

**Aggregate Assessable Turnover** as at the start of the applicable Race Meeting Day means the total sum of the Assessable Turnover of the Authorised Operator for All Race Meetings occurring in the relevant Financial Year prior to the applicable Race Meeting Day.

**Betting Exchange Revenue** means all commissions and other gross revenue derived from Betting Exchange Bets.

**Aggregate Betting Exchange Revenue** as at the start of the applicable Race Meeting Day means the total sum of the Betting Exchange Revenue of the Authorised Operator for All Race Meetings occurring in the relevant Financial Year prior to the applicable Race Meeting Day.

## 3.2 Calculation of Race Field Fees

The Race Field Fees payable by an Authorised Operator in respect of each Race Meeting shall be calculated as follows:

**Total Race Field Fees = (Betting Fee) + (Betting Exchange Fee) + (Post-Race Meeting Day MJML Bet Fee)**

Where:

- (a) **Betting Fee** equals the aggregate of:
- (i) (Assessable Turnover for a Greyhound Race Meeting derived from Bets Taken (other than Betting Exchange Bets) on the Greyhound Race Meeting) x Greyhound Rate; and
  - (ii) (Assessable Turnover for a Harness Race Meeting derived from Bets Taken (other than Betting Exchange Bets) on the Harness Race Meeting) x Harness Rate; and

- (iii) (Assessable Turnover for a Thoroughbred Race Meeting derived from Bets Taken (other than Betting Exchange Bets) on the Thoroughbred Race Meeting) x Thoroughbred Rate.
- (b) For the purposes of clause 3.2(a)(i), the **Greyhound Rate** means:
  - (i) 1.00% - when the Aggregate Assessable Turnover of the Authorised Operator is less than or equal to \$5 million;
  - (ii) 1.80% - when the Aggregate Assessable Turnover of the Authorised Operator exceeds \$5 million but is less than or equal to \$100 million; and
  - (iii) 2.10% - when the Aggregate Assessable Turnover of the Authorised Operator exceeds \$100 million.
- (c) For the purposes of clause 3.2(a)(ii), the **Harness Rate** means:
  - (i) 1.00% - when the Aggregate Assessable Turnover of the Authorised Operator that is less than or equal to \$5 million; and
  - (ii) 1.80% - when the Aggregate Assessable Turnover of the Authorised Operator exceeds \$5 million but is less than or equal to \$100 million; and
  - (iii) 2.40% - when the Aggregate Assessable Turnover of the Authorised Operator exceeds \$100 million.
- (d) For the purposes of clause 3.2(a)(iii), the **Thoroughbred Rate** means:
  - (i) 1.00% - when the Aggregate Assessable Turnover of the Authorised Operator is less than or equal to \$5 million;
  - (ii) 2.50% - when the Aggregate Assessable Turnover of the Authorised Operator exceeds \$5 million but is less than or equal to \$100 million; and
  - (iii) 2.60% - when the Aggregate Assessable Turnover of the Authorised Operator exceeds \$100 million.
- (e) **Betting Exchange Fee** (payable when the Authorised Operator operates a Betting Exchange) is calculated as follows:
  - (i) **Betting Exchange Rate** x (**Betting Exchange Revenue** derived from each Race Meeting).
  - (ii) For the purposes of clause 3.2(e)(i), the Betting Exchange Rate is 27.00%, irrespective of the Aggregate Betting Exchange Revenue for the relevant Financial Year.

- (f) **Post-Race Meeting Day MJML Bet Fees** are payable where an MJML Eligible Portion of an MJML Bet in respect of a Race which occurs or is scheduled to occur after the Race Meeting Day (**'Post-Race Meeting Day Race'**) but where that Betting Transaction occurred on the Race Meeting Day, and are calculated as follows:
- (i) when the Aggregate Assessable Turnover of the Authorised Operator is less than or equal to \$5 million, the Post-Race Meeting Day MJML Bet Fees shall be calculated as:
    - A.  $1.00\% \times$  (Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet on the Post Race Meeting Day Race at all Race Meetings); and
  - (ii) when the Aggregate Assessable Turnover of the Authorised Operator exceeds \$5 million but is less than or equal to \$100 million, the Post-Race Meeting Day MJML Bet Fees shall be calculated as the aggregate of:
    - A.  $1.80\% \times$  (Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet on the Post-Race Meeting Day Race at a Greyhound Race Meeting); and
    - B.  $1.80\% \times$  (Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet on a Post-Race Meeting Day Race at a Harness Race Meeting); and
    - C.  $2.50\% \times$  (Assessable Turnover derived from the MJML Bet on a Post-Race Meeting Day Race at a Thoroughbred Race Meeting).
  - (iii) when the Aggregate Assessable Turnover of the Authorised Operator exceeds \$100 million, the Post-Race Meeting Day MJML Bet Fees shall be calculated as the aggregate of:
    - A.  $2.10\% \times$  (Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet on a Post-Race Meeting Day Race at a Greyhound Race Meeting); and
    - B.  $2.40\% \times$  (Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet on a Post-Race Meeting Day Race at a Harness Race Meeting); and
    - C.  $2.60\% \times$  (Assessable Turnover derived from the MJML Eligible Portion of the MJML Bet on a Post-Race Meeting Day Race at a Thoroughbred Race Meeting).



- (g) In regard to the calculations of Race Field Fees under this clause 3.2, if the Authorised Operator's Aggregate Assessable Turnover exceeds either the \$5 million or \$100 million threshold for the relevant Financial Year during the course of a particular Race Meeting Day, the relevant Rate(s) that applied at the start of that Race Meeting Day will apply for the whole of that Race Meeting Day.

### 3.3 Summary of Rates (other than for Betting Exchange Bets)

<b>Betting Fee as percentage (%) of Assessable Turnover</b>	
<b>Betting Fee when Aggregated Assessable Turnover is less than or equal to \$5 million for the relevant Financial Year</b>	
Greyhound Race Meetings	1.00%
Harness Race Meetings	1.00%
Thoroughbred Race Meetings	1.00%
<b>Betting Fee when Aggregated Assessable Turnover exceeds \$5 million but is equal to or less than \$100 million for the relevant Financial Year</b>	
Greyhound Race Meetings	1.80%
Harness Race Meetings	1.80%
Thoroughbred Race Meetings	2.50%
<b>Betting Fee when Aggregated Assessable Turnover exceeds \$100 million for the relevant Financial Year</b>	
Greyhound Race Meetings	2.10%
Harness Race Meetings	2.40%
Thoroughbred Race Meetings	2.60%

To the extent of any inconsistency between this clause 3.3 and clause or 3.2, clause 3.2 will prevail.

### 3.4 Industry Investment Rebate

- (a) Every Authorised Operator with either:
- (i) an Aggregate Assessable Turnover exceeding \$100 million in the relevant Financial Year; or

- (ii) Betting Exchange Revenue exceeding \$2 million in the relevant Financial Year,

(each an **Eligible Authorised Operator**) shall be eligible to receive an Industry Investment Rebate up to the Industry Investment Rebate Cap in accordance with this clause 3.4), unless the Authorised Operator is an Ineligible Authorised Operator under clause 3.4(b).

- (b) This clause 3.4 does not apply to:

- (i) an Authorised Operator that notifies Racing Queensland in writing prior to the applicable date for submitting a Spending Proposal under clause 3.4(c) that it elects to opt out of the Industry Investment Rebate scheme and the operation of this clause; or
- (ii) an Authorised Operator that Racing Queensland has reasonably determined to be ineligible for the Industry Investment Rebate in accordance with clause 3.4(e),

(each an **Ineligible Authorised Operator**).

- (c) Each Eligible Authorised Operator, acting in Good Faith will provide Racing Queensland with a written proposal (the **Spending Proposal**), setting out the following:

- (i) how it intends to spend on or invest the Industry Investment Rebate on one or more Queensland Industry Initiatives;
- (ii) the proposed allocation (if any) of the Industry Investment Rebate to Queensland Industry Initiatives as agreed to between Racing Queensland and an Eligible Authorised Operator in accordance with clause 3.4(l); and
- (iii) the proposed allocation (if any) of the Industry Investment Rebate to the Queensland Industry Initiatives as determined by Racing Queensland and the Eligible Authorised Operator in accordance with clause 3.4(o); and
- (iv) the proposed reporting obligations that the Eligible Authorised Operator must follow in delivering the Spending Proposal for Queensland Industry Initiatives as agreed under clause 3.4(k)(ii) and as directed by Racing Queensland under clause 3.4(p).

- (d) The Spending Proposal must be submitted to Racing Queensland on the date which is:

- (i) within 14 days of the date on which an Eligible Authorised Operator's Aggregate Assessable Turnover exceeds \$100 million for the current Financial Year or Betting Exchange Revenue exceeds \$2 million for the current Financial Year; or

- (ii) 30 January if:
  - A. the Eligible Authorised Operator's Aggregate Assessable Turnover has not previously exceeded \$100 million but is forecast to exceed \$100 million, or Betting Exchange Revenue has not previously exceed \$2 million but is forecast to exceed \$2 million; or
  - B. the Eligible Authorised Operator has not previously held a Race Field Information Authority but is forecast to exceed either \$100 million in Aggregate Assessable Turnover or \$2 million in Betting Exchange Revenue,

in the current Financial Year.

- (e) If an Eligible Authorised Operator:
  - (i) does not provide Racing Queensland with a Spending Proposal by the date required under clause 3.4(c); or
  - (ii) has, in Racing Queensland's reasonable opinion, not acted in Good Faith in:
    - A. submitting a Spending Proposal; or
    - B. complying with a previous Approved Industry Expenditure; or
    - C. remedying any non-compliance with a previous Approved Industry Expenditure Program,

then Racing Queensland may determine that the Authorised Operator is an Ineligible Authorised Operator and not eligible to receive the Industry Investment Rebate for both the current and subsequent Financial Year.
- (f) Prior to making a determination under clause 3.4(e), Racing Queensland will provide the Authorised Operator with written notice informing the Authorised Operator that Racing Queensland is considering making such a determination and giving the Authorised Operator the opportunity to respond within 14 days of receipt of the written notice by providing an explanation and supporting evidence to Racing Queensland that the Authorised Operator has not rendered itself ineligible under clause 3.4(e).
- (g) As part of making any determination under clause 3.4(e) that an Authorised Operator is ineligible for the Industry Investment Rebate for the applicable Financial Year, Racing Queensland will:
  - (i) act reasonably;

- (ii) consider any written response provided by an Eligible Authorised Operator in accordance with clause 3.4(e); and
  - (iii) notify the Authorised Operator of its determination in writing.
- (h) The Spending Proposal submitted to Racing Queensland must provide sufficient information to enable Racing Queensland to:
  - (i) consider the merits of the Spending Proposal; and
  - (ii) understand any limitations or restrictions (either regulatory, or commercial) that may apply to the Spending Proposal.
- (i) Following receipt of an Eligible Authorised Operator's Spending Proposal, Racing Queensland may request from the Eligible Authorised Operator, such further information related to the Spending Proposal that it reasonably requires.
- (j) Within 14 days of receipt of the Spending Proposal and such further information requested under clause 3.4(i), Racing Queensland will provide its comments on the draft Spending Proposal in writing to the Eligible Authorised Operator.
- (k) Racing Queensland and the Eligible Authorised Operator will meet to discuss the draft Spending Proposal within 14 days of Racing Queensland providing comments to the Eligible Authorised Operator and, acting in Good Faith, discuss, negotiate and amend (if applicable) the terms of the Spending Proposal:
  - (i) including the specific allocation of the applicable Industry Investment Rebate for the relevant Financial Year; and
  - (ii) any reporting obligations that the Eligible Authorised Operator must follow in delivering the Spending Proposal for Queensland Industry Initiatives.
- (l) If Racing Queensland and the Eligible Authorised Operator agree to the terms as set out in the Spending Proposal, Racing Queensland shall issue a written notice to the Eligible Authorised Operator within 5 Business Days of the meeting referred to in clause 3.4(k), confirming the parties' agreement and approval of the Spending Proposal for the applicable Financial Year (the **Approved Industry Expenditure Program**).
- (m) An Approved Industry Expenditure Program will be valid and binding on the parties from the date the notice is issued by Racing Queensland in accordance with clause 3.4(l) until the conclusion of the applicable Financial Year.
- (n) In the event that the Eligible Authorised Operator does not meet with Racing Queensland to discuss the Spending Proposal, or Racing Queensland does not issue a formal written notice to the Eligible

Authorised Operator approving the Spending Proposal under clause 3.4(l), then Racing Queensland and the Eligible Authorised Operator will be deemed to have not agreed to an Approved Industry Expenditure Program and clause 3.4(o) will apply.

(o) If an Eligible Authorised Operator and Racing Queensland have not agreed on the Spending Proposal:

(i) to the extent that Racing Queensland and the Eligible Authorised Operator have agreed in part on the allocation of expenditure of the Industry Investment Rebate under the Spending Proposal, such allocations will form part of the Approved Industry Expenditure Program for the applicable Financial Year; and

(ii) to the extent that Racing Queensland and the Eligible Authorised Operator have not agreed on the entire allocation of the Industry Investment Rebate, the whole or part of the allocation of the Eligible Authorised Operator's Industry Investment Rebate which has not been agreed to and approved pursuant to clause 3.4(l) will be determined as follows:

- A. 50% to be allocated to Queensland Industry Initiatives as selected by Racing Queensland; and
- B. 50% to be allocated to such Queensland Industry Initiatives as selected by the Eligible Authorised Operator,

and such allocations will form part of the Approved Industry Expenditure Program for that Financial Year.

(For example, if an Authorised Operator's Industry Investment Rebate totals \$1 million and the Authorised Operator and Racing Queensland agree an allocation of \$500,000 pursuant to clause 3.4(l), the allocation of the remaining balance of the Authorised Operator's Industry Investment Rebate for that year, being \$500,000, will be determined \$250,000 by Racing Queensland and \$250,000 by the Authorised Operator and such determinations will jointly form the Approved Industry Expenditure Program for the relevant Financial Year); and

(iii) If the parties have not agreed on an Approved Industry Expenditure Program under clause 3.4(n), then the parties must within 14 days, exchange all relevant information related to their determination of their respective allocations of the Industry Investment Rebate under 3.4(o)(ii).

(iv) Within 7 days of the parties exchanging information under clause 3.4(o)(iii), Racing Queensland will compile and issue

the combined Approved Industry Expenditure Program for that Financial Year, incorporating details of the shared allocation of the Industry Investment Rebate. The Approved Industry Expenditure Program confirmed and issued by Racing Queensland shall then be valid and binding on the parties from the date it is issued in accordance with this clause 3.4(o)(iv) until the conclusion of the applicable Financial Year.

- (p) To the extent that Racing Queensland and the Eligible Authorised Operator have agreed on any reporting obligations in accordance with clause 3.4(k)(ii), such obligations will form part of the Approved Industry Expenditure Program.
- (q) To the extent that the Eligible Authorised Operator and Racing Queensland are unable to agree on the reporting obligations, Racing Queensland may direct what reporting obligations will form part of the Approved Industry Expenditure Program.
- (r) If any:
  - (i) determinations are made pursuant to clause 3.4(o)(ii); and
  - (ii) directions are made pursuant to clause 3.4(q),the parties must promptly provide each other with sufficient detail on such determinations and directions as relevant.
- (s) Any direction made by Racing Queensland under clause 3.4(q) must be consistent with any limitations or restrictions communicated to Racing Queensland by the Eligible Authorised Operator under clause 3.4(h)(ii).
- (t) The Eligible Authorised Operator must:
  - (i) comply with the terms of the Approved Industry Expenditure Program, including by only expending the Industry Investment Rebate in accordance with the terms of the Approved Industry Expenditure Program; and
  - (ii) expend the entirety of the Industry Investment Rebate for that Financial Year before the end of the relevant Financial year; and
  - (iii) where practical, acknowledge and credit Racing Queensland as being jointly involved with the Approved Industry Expenditure Program and the allocation of the Industry Investment Rebate.
- (u) From time to time, the Eligible Authorised Operator or Racing Queensland (the **Proposing Party**) may notify the other party (the **Responding Party**) in writing that it recommends an amendment to the Approved Industry Expenditure Program.

- (v) The Responding Party will promptly consider any written recommendation made by a Proposing Party under clause 3.4(u) and notify the Proposing Party whether or not it agrees to the recommendations.
- (w) If the Responding Party:
  - (i) notifies the Proposing Party under clause 3.4(v) that it agrees with the recommendations made by the Proposing Party, the Eligible Authorised Operator will provide Racing Queensland with a written copy of the Approved Industry Expenditure Program as amended to reflect the recommended amendments; or
  - (ii) notifies the Proposing Party under clause 3.4(v) that it does not agree with the recommendations made by the Proposing Party or does not provide the Proposing Party with any notification under clause 3.4(v), both Racing Queensland and the Eligible Authorised Operator must meet within 14 days of the date of the notice from the Proposing Party under clause 3.4(u) to negotiate in good faith the amendments proposed by the Proposing Party following which, if:
    - A. the Responding Party agrees to an amendment to the Approved Industry Expenditure Program, the Eligible Authorised Operator will provide Racing Queensland with a written copy of the Approved Industry Expenditure Program as amended to reflect the agreed amendments; or
    - B. the Responding Party does not agree to any amendment to the Approved Industry Expenditure Program, the Approved Industry Expenditure Program will remain unamended.
- (x) Following the Eligible Authorised Operator expending some or all of the Industry Investment Rebate in accordance with the terms of the Approved Industry Expenditure Program, the Eligible Authorised Operator may submit to Racing Queensland an invoice seeking reimbursement of the funds expended (**Reimbursement Invoice**). In conjunction with submitting a Reimbursement Invoice to Racing Queensland under this clause 3.4(x) the Eligible Authorised Operator must provide Racing Queensland with:
  - (i) A reference to what part of the Approved Industry Expenditure Program relates to the Reimbursement Invoice; and
  - (ii) copies of any documentation substantiating the expenditure (including any third-party invoices).



- (y) Upon receipt of a Reimbursement Invoice under clause 3.4(x), Racing Queensland must promptly assess the invoice to confirm whether the amount claimed:
  - (i) constituted part or all of the Eligible Authorised Operator's Industry Investment Rebate; and
  - (ii) was expended in accordance with the terms of the Approved Industry Expenditure Program; and
  - (iii) aligns with any estimates made in the Approved Industry Expenditure Program.
- (z) Should Racing Queensland reasonably require any further information to complete this assessment, it may request that the Eligible Authorised Operator provide Racing Queensland with this information prior to paying the Reimbursement Invoice. An Eligible Authorised Operator will promptly comply with any request received from Racing Queensland under this clause 3.4(z).
- (aa) Following receipt of a Reimbursement Invoice, all supporting information and any further information requested under clause 3.4(z), Racing Queensland:
  - (i) will notify the Eligible Authorised Operator of the outcome of its assessment in writing including the extent to which that Racing Queensland agrees or does not agree that the amount claimed in the Reimbursement Invoice constitutes an expenditure in accordance with the Approved Industry Expenditure Program and the reasons for Racing Queensland's assessment; and
  - (ii) will, subject to subparagraph (iii) pay to the Eligible Authorised Operator such proportion of the Reimbursement Invoice that it agrees constitutes an expenditure Industry Investment Rebate in accordance with the Approved Industry Expenditure Program within 14 days of the date of the notice given under subparagraph (i); and
  - (iii) may adjust or reduce the amount paid to the Eligible Authorised Operator under subparagraph (ii) where in Racing Queensland's opinion, the Eligible Authorised Operator's Industry Investment Rebate has or will exceed the applicable Industry Investment Rebate Cap.
- (bb) Where Racing Queensland does not agree that an amount claimed in a Reimbursement Invoice constitutes an expenditure of the Eligible Authorised Operator's Industry Investment Rebate in accordance with the Approved Industry Expenditure Program, Racing Queensland has no obligation to pay that amount to the Eligible Authorised Operator unless and until the Eligible Authorised Operator notifies Racing Queensland in writing within 14 days that it disputes Racing

Queensland's assessment (an **Assessment Dispute Notice**), in which case, clauses 3.4(cc) and 3.4(dd) apply.

- (cc) Where the Eligible Authorised Operator has provided Racing Queensland with an Assessment Dispute Notice, both the Eligible Authorised Operator and Racing Queensland will make at least one senior representative available to enter into negotiations within 14 days of receipt of an Assessment Dispute Notice and attempt in good faith to resolve the dispute.
- (dd) Where Racing Queensland and the Eligible Authorised Operator:
  - (i) agree upon a resolution following negotiations, Racing Queensland will make any such payment agreed within 14 days of the date of agreement; or
  - (ii) are unable to agree upon a resolution following negotiations, Racing Queensland shall have no obligation to pay the disputed amount to the Eligible Authorised Operator.

## 3.5 Annual Performance Bonus

- (a) Every Authorised Operator with either:
  - (i) an Aggregate Assessable Turnover exceeding \$100 million in the relevant Financial Year; or
  - (ii) Betting Exchange Revenue exceeding \$2 million in the relevant Financial Year,

(each an **Eligible Authorised Operator**), shall be eligible to receive an Annual Performance Bonus in accordance with this clause 3.5, unless the Authorised Operator is an Ineligible Authorised Operator under clause 3.5(b).
- (b) This clause 3.5 does not apply to an Authorised Operator that has not complied with its reporting obligations under clause 7.5 (each an **Ineligible Authorised Operator**).
- (c) Prior to:
  - (i) August 15, in the first Financial Year of the Authority Period; and
  - (ii) July 15 in the subsequent Financial Years of the Authority Period,

a performance target for Aggregate Assessable Turnover or Betting Exchange Revenue of the Eligible Authorised Operator will be determined by Racing Queensland, using the criteria set out in Annexure A, Section 1 (**Performance Target**) and notified to the Eligible Authorised Operator in writing.

# General Conditions for the use of Queensland Race Information effective from July 1, 2023

- (d) If the Eligible Authorised Operator's:
- (i) Aggregate Assessable Turnover (if the Eligible Authorised Operator does not operate a Betting Exchange); or
  - (ii) Betting Exchange Revenue (if the Eligible Authorised Operator operates a Betting Exchange),

at the end of the applicable Financial Year exceeds the amount equal to ninety percent (90%) of the Performance Target set for that Financial Year (**Bonus Threshold**), then the Eligible Authorised Operator shall be eligible to receive a bonus payment (**Annual Performance Bonus**), which shall be calculated by applying a 50% discount to the Rates that would otherwise apply in calculating the Race Field Fees under clause 3.2 on that portion of the Aggregate Assessable Turnover or Aggregate Betting Exchange Revenue that exceeds the Bonus Threshold (**Eligible Turnover**).

- (e) To assist Eligible Authorised Operators understand the practical operation of the Annual Performance Bonus scheme, set out below is a hypothetical example of how the Performance Target, Bonus Threshold, Eligible Turnover and the Annual Performance Bonus are calculated:

Performance Target Example	Thoroughbred	Greyhounds	Harness	Total All Codes
First \$5m in Turnover	3,500,000	1,000,000	500,000	5,000,000
First \$5m RFF %	1.00%	1.00%	1.00%	1.00%
First \$5m in RFF	35,000	10,000	5,000	50,000
\$5m to \$100m in Turnover	66,500,000	19,000,000	9,500,000	95,000,000
\$5m to \$100m RFF %	2.50%	1.80%	1.80%	2.29%
\$5m to \$100m in RFF	1,662,500	342,000	171,000	2,175,500
\$100m+ in Turnover	70,000,000	20,000,000	10,000,000	100,000,000
\$100m+ RFF Rate	2.60%	2.10%	2.40%	2.48%
\$100m+ in RFF	1,820,000	420,000	240,000	2,480,000
Aggregate Turnover - Current Financial Year	140,000,000	40,000,000	20,000,000	200,000,000
Average RFF Rate	2.51%	1.93%	2.08%	2.35%
Total RFF (before Annual Performance Bonus)	3,517,500	772,000	416,000	4,705,500
Total RFF (after Annual Performance Bonus*)	3,171,700	692,200	370,400	4,234,300

Annual Performance Bonus Calculation	Thoroughbred	Greyhounds	Harness	Total All Codes
Aggregate Turnover Prior Financial Year				
(Performance Target)	126,000,000	36,000,000	18,000,000	180,000,000
90% of Performance Target (Bonus Threshold)	113,400,000	32,400,000	16,200,000	162,000,000
Aggregate Turnover - Current Financial Year	140,000,000	40,000,000	20,000,000	200,000,000
Eligible Turnover for calculating Annual Performance Bonus	26,600,000	7,600,000	3,800,000	38,000,000
50% discounted RFF Rates applied to Eligible Turnover	1.30%	1.05%	1.20%	1.24%
*Annual Performance Bonus	-345,800	-79,800	-45,600	-471,200

- (f) Racing Queensland will make its determination regarding an Eligible Authorised Operator's entitlement to an Annual Performance Bonus under clause 3.5(d) acting in Good Faith and based on information provided to it by the Eligible Authorised Operator. Racing Queensland will notify an Eligible Authorised Operator in writing of:
  - (i) its determination made under this clause 3.5(f); and
  - (ii) if applicable, the amount of the Annual Performance Bonus to which the Eligible Authorised Operator is entitled to be paid for the relevant Financial Year,within 14 days of making the determination (**Entitlement Notification**).
- (g) If the Eligible Authorised Operator receives an Entitlement Notification whereby Racing Queensland has determined that the Eligible Authorised Operator is entitled to an Annual Performance Bonus, the Eligible Authorised Operator may submit to Racing Queensland an invoice seeking payment of the Annual Performance Bonus stated in the Entitlement Notification (**Bonus Invoice**). Alternatively, Racing Queensland may pay the Annual Performance Bonus to the Eligible Authorised Operator and request a Recipient Created Tax Invoice for the payment in lieu of a Bonus Invoice.
- (h) If the Eligible Authorised Operator disputes the content of the Entitlement Notification, the Eligible Authorised Operator may within 14 days of receipt of the Entitlement Notification, provide written notice to Racing Queensland that it wishes to dispute the Entitlement Notification (**Bonus Dispute Notice**), in which case, clauses 3.5(i) and 3.5(j) apply.
- (i) Where the Eligible Authorised Operator has provided Racing Queensland with a Bonus Dispute Notice, both the Eligible Authorised Operator and Racing Queensland will make arrangements for at least one senior representative available to meet within 14 days of receipt of a Bonus Dispute Notice, in an attempt to negotiate and resolve the dispute in good faith.
- (j) Where Racing Queensland and the Eligible Authorised Operator, after engaging in the negotiations referred to in clause 3.5(i):
  - (i) agree upon a resolution of the dispute set out in the Bonus Dispute Notice, such resolution in writing will be treated as an Entitlement Notification from Racing Queensland for the purposes of clause 3.5(g); or
  - (ii) are unable to agree upon a resolution:
    - A. Racing Queensland has no obligation to pay an Annual Performance Bonus to the Eligible Authorised Operator; and

- B. the Eligible Authorised Operator may not further challenge Racing Queensland's determination under clause 3.5(h).
- (k) Each Eligible Authorised Operator acknowledges and agrees that:
  - (i) an Ineligible Authorised Operator has no entitlement to receive an Annual Performance Bonus for the relevant Financial Year; and
  - (ii) where an Eligible Authorised Operator receives a favourable Entitlement Notification from Racing Queensland that it is eligible to be paid an Annual Performance Bonus under clause 3.5(d), it will promptly issue Racing Queensland with an Bonus Invoice for payment of the Annual Performance Bonus specified in the notice from Racing Queensland.
- (l) Racing Queensland will pay a Bonus Invoice received in accordance with clause 3.5(k)(ii) within 14 days of receipt.

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## **4. Bet Types**

### **4.1 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 4.1(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 4.1, “publish” means publish, disseminate, or cause to be published or disseminated, in any form or by any method of communication.

## 4.2 Race Information Authority does not authorise wagering activities

Nothing in these General Conditions entitles, enables or authorises an Authorised Operator to offer bookmaking services, permit race wagering, conduct a wagering business or anything similar that is not authorised or permitted pursuant to that Authorised Operator’s:

- (a) bookmaker licence;
- (b) oncourse wagering permit or race wagering licence under the *Wagering Act 1998* (Qld); or
- (c) licence or other authority:
  - (i) under the law of another State or a foreign country that authorises the operator to conduct a wagering business; or
  - (ii) issued by a principal racing authority of another State or a foreign country that authorises the operator to conduct a wagering business,

as applicable.

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## 5. Review of General Conditions

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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## 6. Conditions about timing of payment for Race Field Fees

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

### 6.1 Timing of payments

- (a) The Authorised Operator or an Authorised Representative must, within five Business Days of the end of each Month, give to Racing Queensland a written statement, setting out for each of the three racing codes (if applicable) the Aggregated Assessable Turnover, Assessable Turnover or for Authorised Operators that conduct a Betting Exchange, the

Betting Exchange Revenue and Other Revenue (as applicable) of the Authorised Operator for the Month.

- (b) The Race Field Fees calculated under clause 3.2 shall be payable monthly in arrears. Racing Queensland will, after receiving and approving the statement submitted under clause 6.1, issue a tax invoice to the Authorised Operator for the amount of the Race Field Fee.
- (c) The Authorised Operator must pay the Race Field Fees within 10 Business Days of receiving the tax invoice.

## 6.2 Unpaid or overdue Race Field Fees

- (a) If the Authorised Operator fails to pay the Race Field Fees to Racing Queensland by the due date for payment, 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 6.3 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 Racing Queensland) to Racing Queensland within 30 days of receipt of the reminder notice, Racing Queensland may, without prejudice to any other remedies, relief or rights that it may have, cancel the Authority of the Authorised Operator.

## 6.3 Interest

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

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## 7. Conditions about information required to calculate Race Field Fees

*[The conditions in this clause 7 are imposed under section 135(3)(b) of the Act and section 6(b) of the Regulations.]*

### 7.1 Provision of Wagering Information

- (a) The Authorised Operator must provide the Wagering Information to Racing Queensland or its nominee.



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

## 7.2 Timing and form of Wagering Information

- (a) The Authorised Operator must provide all Wagering Information to Racing Queensland in the form and manner reasonably required by Racing Queensland and notified to the Authorised Operator from time to time in accordance with the timings specified in clauses 7.2(b) and 7.2(c).
- (b) Where an Authorised Operator's Assessable Turnover exceeded \$15 million for the previous Financial Year or is expected to exceed \$15 million in the current Financial Year, the Authorised Operator must provide the Wagering Information to Racing Queensland each day. This Wagering Information must be provided via file transfer protocol (FTP) unless otherwise agreed by Racing Queensland.
- (c) Where an Authorised Operator's Assessable Turnover was less than \$15 million for the previous Financial Year or is expected to be less than \$15 million in the current Financial Year, the Authorised Operator must provide the Wagering Information for the previous Month to Racing Queensland by the fifth Business Day of each Month.
- (d) Where the Wagering Information provided by an Authorised Operator pursuant to clause 7.1 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**), 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.

## 7.3 Annual statements when the Aggregate Assessable Turnover of the Authorised Operator exceeds \$100 million for a Financial Year or operates a Betting Exchange

- (a) This clause 7.3 applies when the Aggregate Assessable Turnover of the Authorised Operator exceeds \$100 million for a Financial Year or operates a Betting Exchange.
- (b) The Authorised Operator must give 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 Betting Exchange Revenue (as applicable);
  - (ii) its Other Revenue;

- (iii) its Total Market; and
  - (iv) any other financial information reasonably required or requested by Racing Queensland from time to time,
- for that Financial Year.

## **7.4 Annual statements when the Aggregate Assessable Turnover of the Authorised Operator is less than or equal to \$100 million for the Financial Year**

- (a) This clause 7.4 applies when the Aggregate Assessable Turnover of the Authorised Operator is less than or equal to \$100 million for a Financial Year.
- (b) If requested to do so by Racing Queensland, the Authorised Operator must give 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 Betting Exchange Revenue;
  - (ii) its Other Revenue; and
  - (iii) any other financial information reasonably required or requested by Racing Queensland from time to time,for that Financial Year.

## **7.5 Provision of Total Market information**

- (a) This clause 7.5 applies when the Aggregate Assessable Turnover of the Authorised Operator exceeds \$100 million for the Financial Year immediately preceding the commencement of these General Conditions or when the Eligible Authorised Operator operates a Betting Exchange.
- (b) The Authorised Operator must give Racing Queensland such data as it requires about its Total Market for the Financial Year immediately preceding the commencement of these General Conditions before July 31, 2023.
- (c) Racing Queensland will confirm with the Authorised Operator the form and content of the data to be provided under clause 7.5(b) prior to July 15, 2023.

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## 8. Records and audit

### 8.1 Racing Queensland may request information

- (a) Racing Queensland may, by notice in writing, require an Authorised Operator to give 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) data reasonably requested by Racing Queensland setting out 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.

### 8.2 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**).

### 8.3 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) 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 8.3(a), the Authorised Operator must:
  - (i) give 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 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 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 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 Racing Queensland or its nominee auditor.
- (c) Except as otherwise required by law, 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 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 8.3, it is established that the Authorised Operator has underpaid Race Field Fees, then Racing Queensland may issue a tax invoice to the Authorised Operator for 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.

## 8.4 Reconciliation

If it is established by Racing Queensland that:

- (a) the Authorised Operator has underpaid Race Field Fees, then 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) the Authorised Operator has overpaid Race Field Fees, then Racing Queensland will refund the Authorised Operator the overpaid amount within 10 Business days of receiving an invoice.

## 9. 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.

## 10. Minimum Bet Limits

*[The conditions in this clause 10 are imposed under section 135(3)(b) of the Act and section 6(d) of the Regulations.]*

### 10.1 Minimum Bet Limits

- (a) Subject to clause 10.3, the Authorised Operator is required to accept a fixed odds bet in the categories described in clauses 10.1(b) and 10.1(c) 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 10.1(b) and 10.1(c) below (a **Relevant Fixed Odds Bet**).
- (b) Where:
- (i) the Authorised Operator has held a previous Race Information Authority and the Authorised Operator's Aggregate Assessable Turnover exceeded \$100 million on Queensland 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 Aggregate Assessable Turnover on Queensland Races for the current Financial Year exceeds \$100 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

# General Conditions for the use of Queensland Race Information effective from July 1, 2023

Any Harness Race	In any one Win, Win/Place* or Each-way bet: to lose \$500 (* place component \$200)
	In any one Place bet: to lose \$200
Any Greyhound Race	In any one Win, Win/Place* or Each-way bet: to lose \$500 (* place component \$200)
	In any one Place bet: to lose \$200

(c) Where:

- (i) the Authorised Operator has held a previous Race Information Authority and the Authorised Operator's Aggregate Assessable Turnover was less than or equal to \$100 million on Queensland 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 Aggregate Assessable Turnover on Queensland Races for the current Financial Year exceeds \$100 million (i.e. while the Authorised Operator's Aggregate Assessable Turnover on Queensland Races for the current Financial Year is less than or equal to \$100 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
Any Harness Race	In any one Win, Win/Place* or Each-way bet: to lose \$500 (* place component \$200)
	In any one Place bet: to lose \$200
Any Greyhound Race	In any one Win, Win/Place* or Each-way bet: to lose \$500 (* place component \$200)

Queensland Race Type	Bet Type
	In any one Place bet: to lose \$200

- (d) The Authorised Operator must Publicly Display the Minimum Bet Limits to which they are bound.

## 10.2 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 10.1, including but not limited to, by:

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

## 10.3 Exclusions

The Authorised Operator is not required to comply with its obligations under clause 10.1 or 10.2 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 bet forms part of a multi-bet placed with the Authorised Operator;
- (e) the bet is a retail cash betting transaction placed in a Retail Outlet;
- (f) 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 10.1 on that horse or greyhound from the customer;
- (g) 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 submitted by the customer, the Authorised Operator is not compelled to accept a Relevant Fixed Odds Bet at the pre-changed price;

- (h) where a Relevant Fixed Odds Bet is submitted by the customer but has not yet been accepted by the Authorised Operator and prior to being accepted by the Authorised Operator, the price has changed in response to the Authorised Operator accepting a Relevant Fixed Odds Bet submitted by another customer immediately prior to the customer's Relevant Fixed Odds Bet having been submitted, the Authorised Operator is not compelled to accept a Relevant Fixed Odds Bet at the pre-changed price provided the changed price is Publicly Displayed by the Authorised Operator;
- (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;
- (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 has breached a material condition of his or her agreement with the Authorised Operator during the authority period, unless the dominant purpose of applying such condition is to avoid complying with clause 10.1 or the material condition is determined by 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 customer 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 customer placing the Relevant Fixed Odds Bet is not the beneficial owner of the bet, 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 Racing Queensland's opinion raises serious integrity concerns;
- (xv) the customer having been restricted to betting via a specified platform (e.g. telephone) arising from reasonably held and verifiable concerns by the Authorised Operator as to robotic or systematic use via other platforms/channels during the Authority Period;
- (xvi) a Relevant Fixed Odds Bet being placed on a market that is not a Final Field Market; or
- (xvii) any other reason as published by Racing Queensland on <http://www.racingqueensland.com.au/corporate/wagering-licencing/minimum-bet-limits> from time to time.

## 10.4 Co-operation in investigation and determination of Complaints

- (a) An Authorised Operator must provide Racing Queensland with all information that 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 Racing Queensland under clause 10.4(a).
- (c) Racing Queensland agrees, subject only to compliance with laws relating to privacy or data protection, to provide any relevant information provided to Racing Queensland by the Complainant to the Authorised Operator against whom a Complaint has been made.
- (d) All requests by Racing Queensland under clause 10.4(a) shall be kept strictly confidential and shall not be divulged by 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, 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) Racing Queensland's obligations under clause 10.4(d) do not apply where the confidential information has been made public through no fault of Racing Queensland.

## **10.5 Determination of non-compliance**

- (a) 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 Racing Queensland in relation to the Complaint within 14 days.
- (b) The Authorised Operator agrees that Racing Queensland's determination to uphold any Complaint is final and binding on the Authorised Operator.

## **10.6 Consequences of non-compliance**

- (a) Where, in relation to a Complaint that has been upheld by Racing Queensland and Racing Queensland has determined that the Authorised Operator has failed to comply with its obligations under this clause 10, Racing Queensland may at its discretion:

- (i) notify the Authorised Operator of its Minimum Bet Limit obligations under this clause 10;
  - (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 Racing Queensland.
- (b) The rights of Racing Queensland under clause 10.6(a) are in addition to, or without limitation to, the rights of Racing Queensland under these General Conditions and the Race Information Authority.
- (c) Where an Authorised Operator receives a notice, declaration, suspension, revocation or order from Racing Queensland under clause 10.6(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 Racing Queensland and will keep Racing Queensland informed of its progress.

## 10.7 Application of Minimum Bet Limits

- (a) This clause 10 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 and displayed at <http://www.racingqueensland.com.au/corporate/wagering-licencing/minimum-bet-limits>.

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## 11. Deductions

### 11.1 Obligations regarding Deductions

If one or more horses at a Race Meeting are declared a Non-Starter, then the Authorised Operator must:

- (a) Void all fixed odds bets placed on the Non-Starter(s);
- (b) Remove the Non-Starter(s) from the field of available selections for customers;
- (c) Apply the Deductions to all remaining fixed odds bets placed prior to the Approved Operator removing the Non-Starter(s) from the field, subject to clauses 11.3 and 11.4; and

- (d) not accept any bets on the Non-Starter(s) after the Non-Starter(s) are removed from the field of available selections.

## 11.2 Deduction Values

- (a) For the period July 1, 2023 until February 29, 2024, the Authorised Operator shall apply their own Deductions (**Authorised Operator's Deductions**) for the purpose of this clause 11.
- (b) From March 1, 2024 and subject to clause 11.2(c), the Authorised Operator may at their discretion, use and apply either the Authorised Operator's Deductions, or the Deductions provided by BetMakers as part of the QOP Service (**QOP Deductions**) pursuant to clauses 11.2(d) to 11.2(h).
- (c) The Authorised Operator's Deductions that can be applied shall not under any circumstances exceed the QOP Deductions for the same Race. If the Authorised Operator's Deductions exceed the QOP Deductions, any discretion of the Authorised Operator under clause 11.2(a) ceases and the Authorised Operator must apply the QOP Deductions to that Race.
- (d) Racing Queensland authorises BetMakers to deliver the QOP Deduction values as part of the QOP Service to the Authorised Operator via one or more of the following (the **Prescribed Mechanisms**):
  - (i) an email to the Authorised Operator;
  - (ii) an application programming interface which is utilised by the Authorised Operator's betting system; or
  - (iii) as published on Racing Queensland's website (as amended from time to time).
- (e) The Authorised Operator must, at the start of the Approval Period, or at any other time determined by Racing Queensland, notify Racing Queensland which of the Prescribed Mechanisms is their preferred method of delivery.
- (f) The Authorised Operator is bound to the notification made under clause 11.2(e) for the entirety of the Approval Period, unless Racing Queensland determines otherwise.
- (g) BetMakers, on behalf of Racing Queensland, will deliver to the Authorised Operator via their preferred Prescribed Mechanism:
  - (i) the Interim Deductions as soon as reasonably practicable after declaration that one or more horses at a Race Meeting are a Non-Starter; and

- (ii) Racing Queensland will deliver the Final Deduction values as soon as reasonably practicable after the correct weight of the field is declared in accordance with the Rules of Racing.
- (h) If both the Authorised Operator's Deductions and the QOP Deductions for a Race are not able to be calculated and/or available to the Authorised Operator within a reasonable time prior to the Race being resulted, then the Authorised Operator must utilise the Table of Deductions in accordance with clause 11.3(a).

## 11.3 Application of Deductions

- (a) For the purposes of applying Deductions in accordance with clause 11.1, the Authorised Operator may utilise:
  - (i) the Interim Deductions, when determining customer payouts prior to the correct weight being declared in accordance with the Rules of Racing; or
  - (ii) the Final Deductions,however, if the event described in clause 11.2(h) occurs, the relevant bet will be subject to the Deductions set out in the Table of Deductions, corresponding to the Authorised Operator's price on the Non-Starter (at the time that the runner was declared a Non-Starter).
- (b) If the Authorised Operator utilises the Interim Deductions, in accordance with clause 11.3(a)(i), the following will apply:
  - (i) the Authorised Operator may utilise their discretion to apply a lower value than an Interim Deduction;
  - (ii) the Authorised Operator must not apply an Interim Deduction which would return to the customer a sum less than the stake or amount bet by the customer (except in the case of a dead heat);
  - (iii) the Authorised Operator must not apply a higher value than an Interim Deduction; and
  - (iv) If there is a difference between the Interim Deductions and the Final Deduction, then the Final Deductions will apply and the Authorised Operator must make any appropriate corrections to the customer payouts. This includes where the Authorised Operator has made a Past the Post Payout to the customer.
- (c) If the Authorised Operator utilises the Final Deductions, in accordance with clause 11.3(a)(ii) or alternatively clause 11.3(b)(iv), the following will apply:
  - (i) the Authorised Operator may utilise their discretion to apply a lower value than the Final Deductions;

- (ii) the Authorised Operator must not apply the Final Deductions which would return to the customer a sum less than the stake or amount bet by the customer (except in the case of a dead heat; and
  - (iii) the Authorised Operator must not apply a higher value than the Final Deduction.
- (d) If the Authorised Operator utilises the Table of Deductions, in accordance with clause 11.3(a), the following will apply:
  - (i) the Authorised Operator may utilise their discretion to apply a lower value than the Deduction calculated via the Table of Deductions;
  - (ii) the Authorised Operator must not apply the Deduction calculated via the Table of Deductions which would return to the customer a sum less than the stake or amount bet by the customer (except in the case of a dead heat); and
  - (iii) the Authorised Operator must not apply a higher value than the Deduction calculated via the Table of Deductions.

## 11.4 Emergencies

- (a) Subject to clause 11.4(b), the Authorised Operator must for the purposes of clause 11.3(a), apply the Deductions (however calculated) only for runners that are confirmed to have gained a start (excluding those Emergencies yet to gain a start prior to the Authorised Operator removing the Non-Starter(s) from the field).
- (b) Notwithstanding clause 11.4(a), the Authorised Operator may apply a Deduction for all runners that may be declared a Non-Starter (including Emergencies). However, to apply deductions in accordance with this clause 11.4(b), the Authorised Operator must provide advance notice to Racing Queensland either at the start of the Authority Period or at any other time determined by Racing Queensland. The Authorised Operator is bound to the notification made under this clause 11.4(b) for the entirety of the Authority Period, unless Racing Queensland determines otherwise.

## 11.5 System Support Contacts

An Authorised Operator must utilise the contacts, published by Racing Queensland from time to time, when directing any questions relating to the operation and practical implementation of this clause 11.

## 11.6 Publication of Deduction Values

The Authorised Operator must clearly display the Deductions that have been applied to each bet on the Authorised Operator's selling channels so that the



Authorised Operator's customers are informed of the process of calculating their payout.

## 11.7 Penalties for non-compliance and errors

- (a) If Racing Queensland considers that the conduct of the Authorised Operator could potentially result in a breach of this clause 11.1, Racing Queensland will issue a written notice requesting that the Authorised Operator provide the following (a **Show Cause Notice**):
  - (i) submissions regarding why the Authorised Operator has not breached this clause 11.1 or otherwise why a reasonable excuse exists;
  - (ii) submissions why no further action should be taken; and
  - (iii) the provision of any information requested in the Show Cause Notice.
- (b) Within 14 days, or such later time as determined by Racing Queensland in its absolute discretion, the Authorised Operator:
  - (i) must provide Racing Queensland with a written response to the Show Cause Notice containing the submissions requested in the Show Cause Notice; and
  - (ii) subject only to compliance with Privacy Laws and laws relating to data protection, use best endeavours to provide all the information requested in the Notice.
- (c) If, after having regard to the material described in clause 11.7(b), Racing Queensland determines that the Authorised Operator has breached this clause 11 without reasonable excuse, Racing Queensland may in its absolute discretion:
  - (i) reprimand the Authorised Operator;
  - (ii) issue a direction to the Authorised Operator to rectify, within a specified time, any event giving rise to the breach; or
  - (iii) revoke the Authorised Operator's Race Information Authority.
- (d) If, after having regard to the material described in clause 11.7(b), Racing Queensland determines that the Authorised Operator has breached this clause 11 and a reasonable excuse exists, may in its absolute discretion:
  - (i) take no further action; or
  - (ii) issue a direction to the Authorised Operator to rectify, within a specified time, any error or other event giving rise to the breach.

- (e) If, after having regard to the material described in clause 11.7(b), Racing Queensland determines that the Authorised Operator has not breached this clause 11, then Racing Queensland will take no further action.
- (f) The Authorised Operator agrees that Racing Queensland's determination in accordance with clauses 11.7(c), 11.7(d) or 11.7(e) is final and binding on the Authorised Operator.
- (g) The rights of Racing Queensland under this clause 11.7 are in addition to, or without limitation to, the rights of Racing Queensland at law or otherwise existing under this Authority.
- (h) Where an Authorised Operator receives a notice, declaration, or order from Racing Queensland under clause 11.7(c), or 11.7(d), the Authorised Operator will promptly take all necessary steps to address and comply with such notice, direction, or order as is required by Racing Queensland and will promptly keep Racing Queensland advised of its progress.
- (i) For the purposes of this clause 11.7, "**reasonable excuse**" means:
  - (i) a genuine error or mistake of the Authorised Operator. The genuineness of any error or mistake will be assessed by Racing Queensland based on the information provided by the Authorised Operator, and whether there has been a pattern or similar errors or mistakes; or
  - (ii) any other event which is not caused by the Authorised Operator or beyond the reasonable control of the Authorised Operator.

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## 12. Standard conditions

*[The conditions in this clause 12 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 Racing Queensland, in the Wagering Monitoring System established by Racing Queensland; and
  - (ii) comply with all reasonable requests by Racing Queensland to give 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

- (a) 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).
- (b) Should Racing Queensland reasonably determine that one or Authorised Operators is in contravention of clause 13.2(a), without prejudice to any other remedies, relief or rights that it may have, cancel the Authority of any one or more Authorised Operators or take such other action as Racing Queensland reasonably considers best avoids the Prescribed Outcome and renders the Scheme ineffective.

### 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. Cancellation

Nothing in the Authority shall prejudice the right of 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) pursuant to the terms of these General Conditions; or
- (c) 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**) or any similar interstate body performing an equivalent integrity function.
- (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 or a similar body 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 or a similar body as contemplated by this clause 15;

- (iii) the Authorised Operator must provide to Racing Queensland on request any Integrity Information requested by the QRIC or a similar body that is not otherwise in Racing Queensland's 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. Use of Intellectual Property

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 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 Racing Queensland in marketing or promotional material or on the website of the Authorised Operator provided that:
  - (i) any use of Racing Queensland logo is followed by one of the designations set out in 16(a);
  - (ii) the use does not suggest any sponsorship or endorsement or formal association with Racing Queensland other than that implied by the use of the designations authorised by clause 16(a); and
  - (iii) any use is at all times subject to the written approval of Racing Queensland (such approval not to be unreasonably withheld).

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## 17. 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 Racing Queensland or the sport of racing into ridicule or disrepute.

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## 18. General

### 18.1 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 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 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 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 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 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 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 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.



## Annexure A - Performance Target Considerations

### 1. Setting the Performance Target

Subject to Racing Queensland agreeing to an Adjusted Performance Target under section 2 of this Annexure A below, the Performance Target for the applicable Financial Year to be set under clause 3.5 of the General Conditions, will be determined by Racing Queensland using one of the following criteria (as is applicable to the relevant Authorised Operator):

- (a) If the Authorised Operator has operated for the entire previous Financial Year, the **Performance Target** will be equal to the Authorised Operator's Aggregate Assessable Turnover in the prior Financial Year x 90%; or
- (b) If the Authorised Operator has been Operational for only part of the previous Financial Year, the **Performance Target** will be pro-rated, annualised and calculated as:  
  
$$(365 / \text{Number of Operational* days in the previous Financial Year}) \times \text{previous Financial Year Aggregate Assessable Turnover} \times 90\%; \text{ or}$$
- (c) If the Authorised Operator acquires and/or merges with another Authorised Operator(s), the **Performance Target** will be equal to the combined Aggregate Assessable Turnover of both/all Authorised Operators in the prior Financial Year x 90%.

\*An Authorised Operator will be deemed to have been Operational on the day it first derived any Assessable Turnover and then for each subsequent day the remainder of the Financial Year.

### 2. Adjusted Performance Target

- (a) Racing Queensland recognise that there may be a number of intervening factors beyond the Authorised Operators control that can impact:
  - (i) the Aggregate Assessable Turnover or Aggregate Betting Exchange Revenue derived in the prior Financial Year that is used to calculate and set the Performance Target under section 1 of this Annexure A, and
  - (ii) the Authorised Operators ability to achieve the Performance Target in a particular Financial Year.
- (b) Accordingly, upon the written request of an Authorised Operator, Racing Queensland may adjust the Performance Target for either:
  - (i) the current Financial Year; or;
  - (ii) retrospectively for both the previous Financial Year and for the current Financial Year,

no later than by no later than August 15 of each Financial Year.

- (c) For the purposes of adjusting the Performance Targets for the purpose of Clause 3.5 of the General Conditions, Racing Queensland may, but is not obliged to take into account the following factors:
- (i) **Abandonments** – where abandonments of Greyhound Race Meetings, Harness Race Meetings and/or Thoroughbred Race Meetings in the relevant Financial Year exceeds the historical average of abandonments in the prior three (3) Financial Years (with each code assessed separately), Racing Queensland may adjust the Performance Target attributable to the Aggregate Assessable Turnover derived from the applicable Greyhound Race Meetings, Harness Race Meetings or Thoroughbred Race Meetings, by reducing the Performance Target for the relevant Financial Year by the proportionate amount by which the abandonment rate in the relevant Financial Year exceeds the historical abandonment average for the applicable Greyhound Race Meetings, Harness Race Meetings or Thoroughbred Race Meetings.
- For the avoidance of doubt, if the historical abandonment of Greyhound Race Meetings, Harness Race Meetings and/or Thoroughbred Race Meetings (with each code assessed separately) for the prior three (3) Financial Years has been 1%, and in the relevant Financial Year, the actual abandonments for that code was 2%, Racing Queensland will reduce and reset the Authorised Operator's Performance Target for the relevant Financial Year by 1%, to reflect the impact of adverse weather on an Operator's ability to increase Betting Transactions.
- (ii) **Venue Outages** – when a Licensed Venue is not conducting Race Meetings for a period of three consecutive months or longer, Racing Queensland may adjust the Performance Target to reflect the difference between the average Assessable Turnover at the Licensed Venue in the three (3) months prior and the projected Assessable Turnover resulting from a change in venue of those Race Meetings.
- (iii) **Adverse Market Conditions** – if an Authorised Operator and/or RQ believe that the Aggregated Assessable Turnover in a prior or current Financial year has been impacted by macro economic conditions or industry specific conditions (**Adverse Market Conditions**), then either party can request a meeting to discuss adjusting the Performance Target to take into account these Adverse Market Conditions.
- (d) The parties agree that Adverse Market Conditions include, but are not limited to the impact of equine influenza or other illnesses, adverse economic conditions, that materially impact the Authorised Operator's Assessable Turnover.
- (e) A representative of the Authorised Operator and RQ will arrange a meeting to discuss in good faith, the merits of an adjustment to the

Performance Target(s) based on Adverse Market Conditions  
(**Consultation Meeting**).

- (f) Racing Queensland will provide written notice of its decision to the Authorised Operator within 14 days of the Consultation Meeting. A Consultation Meeting to consider Adverse Market Conditions cannot be held more than once every 6 months.
- (g) Where it is determined that the Adverse Market Condition materially impacts all Eligible Authorised Operator's, Racing Queensland will advise all Eligible Authorised Operators of a general adjustment to the Performance Target for all Eligible Authorised Operators within 14 days of its decision.
- (h) Any determination made by Racing Queensland under section 2 of this Annexure A to adjust or not adjust a Performance Target for the purposes of clause 3.5 of the General Conditions shall be final and binding on the Authorised Operator.