

## VOBIS SIRES TERMS AND CONDITIONS

Racing Victoria Limited ACN 096 917 930 (**Racing Victoria**) operates the VOBIS Sires scheme (**VOBIS Sires**) which pays prize money to the Owners of Eligible Offspring in a VOBIS Sires Race conducted during the Racing Year in accordance with LR 58 of The Rules of Racing. These Terms and Conditions set out the eligibility criteria for participation in the VOBIS Sires Scheme and the conditions of Your entry and participation in that scheme.

Any person who participates in VOBIS Sires is bound by these Terms and Conditions and the VOBIS Sires Boost Terms and Conditions, available on the RVL website at the following link: <https://www.racingvictoria.com.au/vobis>

### 1. Definitions and Interpretation

#### 1.1 Definitions

In these Terms and Conditions:

**Breeding Period** means the period commencing 1 September and ending 31 December in the relevant year.

**Business Day** means Monday to Friday excluding public holidays in Melbourne, Victoria.

**Clubs** means thoroughbred racing clubs registered by Racing Victoria to conduct Race Meetings in the state of Victoria.

**Due Date** means by 31 August in the relevant year unless otherwise notified by Racing Victoria from time to time.

**Eligible Offspring** means all of the following:

- (a) the horse is the progeny of a Nominated Stallion;
- (b) the horse was conceived in Victoria during the Breeding Period;
- (c) the horse is nominated and participating in the Super VOBIS scheme via Stallion Eligibility Criteria A (being a yearling that is sired by a stallion which stood in Victoria during the relevant Breeding Period); and
- (d) the horse is nominated and participating in the VOBIS Gold scheme.

**Final Finishing Order** means the official race results as published by Racing Australia, subject only to any subsequent determination made by the RAD Board or the Victorian Racing Tribunal (or appeal therefrom) under the Rules of Racing.

**Fee** means all fees payable pursuant to the VOBIS Sires Nomination Form.

**Intellectual Property** means all intellectual and industrial property rights throughout the world, including copyright and trademarks, whether subsisting now or in the future.

**Nominated Stallion** means a horse which has been nominated in the VOBIS Sires Nomination Form and conforms in all respects to the Stallion Eligibility Criteria.

**Nominator** means a person who:

- (a) is named as the nominator on a completed VOBIS Sires Nomination Form which relates to the Nominated Stallion(s);
- (b) is the registered owner of the Stud at which the Nominated Stallion(s) is standing and/or the registered owner of the Nominated Stallion(s);
- (c) is the only nominator to submit a VOBIS Sires Nomination Form with respect to the Nominated Stallion(s);
- (d) has paid all applicable Fees; and
- (e) has had the VOBIS Sires Nomination Form approved by Racing Victoria with respect to the Nominated Stallion(s).

**Nominator's Bonus** means a bonus paid by Racing Victoria to the Relevant Nominator of an Eligible Offspring that officially places in a VOBIS Sires Race, provided that VOBIS Sires Race is advertised on the RVL Website and in Inside Racing as carrying a Nominator's Bonus.

**Official Place** means the placing of a horse in a VOBIS Sires Race as officially determined by Racing Victoria after all swab or inquiry procedures (if any) have been completed.

**Owner** means a person who is:

- (a) defined as an “owner” in The Rules of Racing; and
- (b) is the owner of an Eligible Offspring as recorded under the Super VOBIS scheme and VOBIS Gold scheme.

**Payment Date** means the 31 March in the relevant year unless otherwise notified by Racing Victoria from time to time.

**Prize Money Pool** means the aggregate amount of VOBIS Sires prize money payable for a VOBIS Sires Race as determined by Racing Victoria from time to time.

**RAD Board** means the Racing Appeals and Disciplinary Board, constituted under the Rules of Racing.

**Race** means a thoroughbred race held at a Race Meeting.

**Race Meeting** means any thoroughbred race meeting conducted by or on behalf of any of the Clubs.

**Racetrack** means the facilities used by any of the Clubs for the purposes of conducting a Race Meeting;

**Racing Year** means the period from 1 August in the relevant year until 31 July in the following year.

**Racing Victoria** means Racing Victoria Limited ACN 096 917 930.

**Relevant Jockey** means a jockey that rode an Eligible Offspring that finished and placed in a VOBIS Sires Race.

**Relevant Nominator** means the Nominator of the Nominated Stallion whose Eligible Offspring finished first in a VOBIS Sires Race.

**Relevant Owner** means an Owner of an Eligible Offspring that finished and placed in a VOBIS Sires Race.

**Relevant Trainer** means a registered trainer that trained an Eligible Offspring that finished and placed in a VOBIS Sires Race.

**Rules of Racing** means the Australian Rules of Racing for the time being and the Rules of Racing made by the Directors of Racing Victoria Limited acting as a Board (referred to as the Local Rules) for the time being read, interpreted and construed together and all modifications thereof.

**RVL Entities** has the meaning given in clause 16.

**RVL Website** means the official website of Racing Victoria, currently at the URL [www.racingvictoria.com.au](http://www.racingvictoria.com.au).

**Stallion Eligibility Criteria** means the Nominated Stallion is a stallion which was standing in Victoria during the Breeding Period.

**Stud** has the meaning given in the Rules of Racing and as officially registered in the Australian Stud Book and/or the Australian Register of Non-Stud Book Mares.

**Super VOBIS** means the Super VOBIS scheme operated by Racing Victoria and governed by the Super VOBIS terms and conditions available at <https://www.racingvictoria.com.au/super-vobis>.

**TBV** means Thoroughbred Breeders Victoria Inc.

**Territory** means Australia.

**Victorian Racing Tribunal or VRT** has the same meaning as in the *Racing Act 1958 (Vic)*.

**VOBIS Gold** means the VOBIS Gold scheme operated by Racing Victoria and governed by the VOBIS Gold terms and conditions available at <https://www.racingvictoria.com.au/vobis-gold>.

**VOBIS Sires** or **VOBIS Sires Scheme** means the prize money scheme governed by Racing Victoria and these Terms and Conditions (as amended from time to time by Racing Victoria).

**VOBIS Sires Boost Terms and Conditions** means the terms and conditions for the Racing Victoria VOBIS program currently known as VOBIS Sires Boost as amended from time to time and available on the RVL Website.

**VOBIS Sires Logo** means the Racing Victoria VOBIS Sires logo as may be amended by Racing Victoria from time to time.

**VOBIS Sires Race** means an official Race scheduled by Racing Victoria (and published in Inside Racing) on which VOBIS Sires applies and prize money is payable to the relevant Owner(s) as applicable.

**You and Your** means the Nominator.

Any capitalised terms not defined in these Terms and Conditions have the same meaning as in the Rules of Racing.

## 1.2 Interpretation

In these Terms and Conditions, unless the context indicates a contrary intention:

- (a) words denoting the singular number include the plural and vice versa;
- (b) words denoting individuals, persons, associations, clubs, societies and corporations include a reference to each and every one of them;
- (c) headings are for convenience only and do not affect interpretation;
- (d) references to clauses are references to clauses of these Terms and Conditions and references to sub-clauses are references to sub-clauses of these Terms and Conditions;
- (e) references to these Terms and Conditions shall be deemed to include references to these Terms and Conditions as amended, supplemented, varied or replaced from time to time;
- (f) words denoting any gender include all genders;
- (g) if a word or phrase is defined cognate words or phrases have corresponding definitions;
- (h) the words “include”, “including”, “for example” or “such as” and other like words are not used as, nor are they to be interpreted as, words of limitation; and
- (i) references to any legislation or to any section or provision thereof includes any statutory modification or re-enactment thereof or any statutory provision substituted therefore and ordinances, by-laws, regulations and other statutory instruments issued thereunder.

## 2. Completion and Approval of VOBIS Sires Nomination Form

- (a) It is Your sole responsibility to ensure that:
  - (i) the VOBIS Sires Nomination Form is completed in full, signed and submitted by the Due Date; and
  - (ii) the Fees have been paid in full by the Payment Date.
- (b) You acknowledge and agree that:
  - (i) Racing Victoria retains absolute discretion when determining whether to accept or reject (in whole or in part) the VOBIS Sires Nomination Form;
  - (ii) You may only nominate a horse if it satisfies the Stallion Eligibility Criteria and the nomination is made before the Due Date;
  - (iii) as a result of Your Participation in VOBIS Sires, Racing Victoria considers You to be a “relevant person” for the purpose of LR 2 (or its equivalent as amended from time to time) of the Rules of Racing;
  - (iv) upon approval of Your VOBIS Sires Nomination Form, You have a binding legal obligation to pay all applicable Fees as notified by Racing Victoria in full by the Payment Date; and
  - (v) should You fail to pay any applicable Fee, in part or in full, Racing Victoria may take all legal steps to recover the outstanding Fee(s), including taking the steps described in clause 4, and may suspend or terminate, at Racing Victoria’s sole discretion, Your participation in VOBIS Sires.
- (c) You agree to provide all supporting evidence as reasonably required by Racing Victoria to determine whether a horse satisfies the Stallion Eligibility Criteria.
- (d) Racing Victoria is not obliged to make any enquiries into the right of any person to be named as

Nominator on a VOBIS Sires Nomination Form or the accuracy and correctness of any information supplied by You.

- (e) Racing Victoria is not obliged to consider any submitted VOBIS Sires Nomination Forms which are received after the Due Date.
- (f) Racing Victoria is not obliged to notify any person other than the Nominator that the VOBIS Sires Nomination Form has been approved and whether all or some of the Nominated Stallions for which you have become a Nominator are eligible to participate in VOBIS Sires.
- (g) You acknowledge that Racing Victoria will not be liable under any circumstances for any lost, late or misdirected VOBIS Sires Nomination Forms or Fees.

### 3. No Refunds

The Fee will not be refunded, in full or in part, to you except as follows:

- (a) if Racing Victoria ceases to conduct VOBIS Sires, Racing Victoria reserves the right to determine and refund to You a proportionate amount of the balance of all Fees paid after deducting expenses incurred in relation to VOBIS Sires, liabilities (contingent or otherwise) incurred in relation to VOBIS Sires and prize money paid or liable to be paid by it; or
- (b) where applicable, if Your VOBIS Sires Nomination Form is rejected in part or in full by Racing Victoria prior to the Due Date, any Fees paid in respect of the relevant Nominated Stallion(s) shall be refunded in full within 30 days.

### 4. Power to Offset

- (a) Subject to clause 4(c), if a Nominator is in default with respect to:

- (i) payment of any Fee;
- (ii) payment of any other fee due pursuant to these Terms and Conditions; or
- (iii) repayment of any prize money (including any Nominator's Bonus),  
(each a **Debt**),

Racing Victoria may set off any obligation owed by Racing Victoria to the Nominator, whether that obligation arises under these terms and conditions, the Super VOBIS terms and conditions, the VOBIS Gold terms and conditions or the Rules of Racing, against the amount of any Debt due from the Nominator to Racing Victoria pursuant to these Terms and Conditions.

- (b) Without limiting Racing Victoria's rights pursuant to this clause, Racing Victoria has the right to set off and apply any monies held (or other indebtedness at any time owing) by Racing Victoria to or for the credit or the account of the Nominator against any outstanding Debt due by the Nominator to Racing Victoria, including any monies due or held by Racing Victoria to the Nominator with respect to any bonus (be it a VOBIS Scheme bonus or otherwise) or prizemoney payable to the Nominator pursuant to the Rules of Racing with respect to any horse in which the Nominator has an interest, be it a VOBIS-nominated horse or otherwise.
- (c) Prior to exercising its rights under this clause 4, Racing Victoria will provide written notice (via email or post) of the Nominator's default to the Nominator and such notice will provide the Nominator with fourteen (14) days from receipt of the notice to rectify the default. If the Nominator fails to rectify the default within the time period specified in this clause, Racing Victoria may exercise its rights pursuant to clause 4(a) immediately and without any further notice.
- (d) A notice given to a Nominator in accordance with this clause 4 is regarded as having been given and received:
  - (i) if delivered to the Nominator's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
  - (ii) if sent by pre-paid mail, on the third Business Day after posting;
  - (iii) if served by email, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient. If received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.
- (e) For the purpose of this clause 4, the address for service of notices to the Nominator shall be the address as provided by the Nominator to Racing Victoria in the Nominator's VOBIS Sires Nomination Form (or as otherwise notified to Racing Victoria by the Nominator in writing).
- (f) The rights granted to Racing Victoria pursuant to this clause are in addition to any other rights and/or remedies that Racing Victoria may have at law or under these Terms and Conditions.

## 5. Payment of prize money

- (a) For VOBIS Sires Races, prize money (including any Nominator's Bonus) will be awarded and allocated to the Relevant Nominator, Relevant Owner, Relevant Trainer and/or Relevant Jockey of Eligible Offspring that place in the VOBIS Sires Race as recorded in the Final Finishing Order in accordance with LR 58 (or equivalent provision as may be amended from time to time) of the Rules of Racing, however if there is a dead-heat for Official Places in a VOBIS Sires Race, the prize money awarded (if any) to:
- (i) each Relevant Owner whose Eligible Offspring dead-heated for that Official Place;
  - (ii) each Relevant Trainer of the Eligible Offspring referred to in (i);
  - (iii) each Relevant Jockey of the Eligible Offspring referred to in (i); and
  - (iv) each Relevant Nominator of the stallion that sired the Eligible Offspring referred to in (i),
- will be calculated on the same basis as the awarding of prize money in the case of dead-heats pursuant to the Rules of Racing.
- (b) Any prize money awarded to a Relevant Nominator, Relevant Owner, Relevant Trainer and/or Relevant Jockey will be paid in a single lump sum amount and will not be paid to any third party (irrespective of whether that person is related to the Owner or a connection of the Eligible Offspring).
- (c) When determining the placement of Eligible Offspring in a VOBIS Sires Race for the purpose of these Terms and Conditions, Racing Victoria will rely on the Final Finishing Order of that VOBIS Sires Race.
- (d) If, following the payment of a Nominator's Bonus with respect to a Race:
- (i) Racing Victoria, the RAD Board, the VRT, a relevant tribunal, or a court of competent jurisdiction determines that the Eligible Offspring is disqualified from that Race under the Rules of Racing due to a Prohibited Substance or any other reason (**Disqualified Horse**),
- then any Nominator's Bonus awarded for that Race and paid by Racing Victoria with respect to the Disqualified Horse must be repaid in full to Racing Victoria within 14 days of such determination.
- (e) Racing Victoria retains absolute discretion as to whether it will redirect any Nominator's Bonus repaid in accordance with clause 5(d) to the Relevant Nominator of another Eligible Offspring which placed in the adjusted Final Finishing Order.
- (f) It is agreed that:
- (i) no interest will be payable by Racing Victoria under any circumstances in relation to the payment of prize money (including any Nominator's Bonus); and
  - (ii) the prize money (including any Nominator's Bonus) awarded under clause 5(a) above shall be increased by the amount of any applicable GST where the Relevant Nominator, Relevant Owner, Relevant Trainer or Relevant Jockey, as the case may be, has completed and provided Racing Victoria with the relevant ABN/GST declaration.
- (g) In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999 (Act)* have the same meaning as their definition in that Act.
- (h) Except as otherwise provided in these Terms and Conditions, all consideration payable under these Terms and Conditions in relation to any supply is exclusive of GST.

## 6. Your Warranty and Acknowledgement

- (a) As a participant in VOBIS Sires, You must not:
- (i) act in any way which breaches these Terms and Conditions or the Rules of Racing; or
  - (ii) abuse or misuse the VOBIS Sires Scheme or any privileges, services or other benefits accorded to You as a result of your participation in VOBIS Sires including by:
    - A. engaging in any unlawful, corrupt and/or fraudulent activities;
    - B. causing disharmony or conflict at a Racetrack, or interfering with any other person's proper performance of his or her role at a Racetrack;
    - C. engaging in any anti-social conduct which constitutes harassment, hateful, abusive, bullying, threatening, aggressive or other unacceptable behaviour whether in social media, at a Racetrack, or elsewhere; or

- D. at any time, failing to observe any reasonable direction or instruction issued by Racing Victoria or a Club or an officer, employee or agent of Racing Victoria or a Club, including the Racing Victoria Stewards.
- (b) You represent and warrant to Racing Victoria that:
- (i) You and Your Nominated Stallion(s) fulfil the eligibility criteria for participation in VOBIS Sires;
  - (ii) You have full power and authority to enter into and perform your obligations under these Terms and Conditions;
  - (iii) these Terms and Conditions constitute and impose legally binding obligations on You;
  - (iv) You will pay all applicable Fees as notified by Racing Victoria in full by the Payment Date; and
  - (v) all information supplied in the VOBIS Sires Nomination Form is true and correct as at and from the date it was signed, and you will notify Racing Victoria immediately in writing should any such information change.
- (c) You acknowledge that Racing Victoria will review and accept (if applicable) the VOBIS Sires Nomination Form in reliance on the representation and warranty provided in clause 6(b).
- (d) You acknowledge that it is Your responsibility to ensure that Racing Victoria holds Your current contact details, including a valid email address.
- (e) You acknowledge that Racing Victoria reserves the rights to:
- (i) take all legal steps to recover the outstanding Fees and all reasonable costs;
  - (ii) place You on the "Forfeit List" pursuant to AR 95 and AR 96 (or equivalent provisions as may be amended from time to time) of the Rules of Racing,
- in the event You fail to pay the applicable Fees in full by the Payment Date.
- (f) If it is determined that Your representation and warranty is false (particularly with respect to the fact that a Nominated Stallion fails to satisfy Stallion Eligibility Criteria), then without limitation:
- (i) You are liable to refund all prize money (including and Nominator's Bonus) that has been paid in relation to the relevant horse(s);
  - (ii) Racing Victoria reserves the right to immediately terminate your participation in VOBIS Sires pursuant to clause 10 below;
  - (iii) no further prize money (including any Nominator's Bonus) shall be paid in relation to the relevant horse(s); and
  - (iv) Racing Victoria reserves the right to prohibit You from any future participation in VOBIS Sires.

## **7. Your Indemnity**

- (a) You indemnify Racing Victoria in relation to all loss and damage whatsoever suffered (including indirect or consequential loss) by Racing Victoria as a result of you acting inconsistently with or breaching any part of these Terms and Conditions.
- (b) Notwithstanding Racing Victoria's right to terminate pursuant to clause 10, Racing Victoria may suspend your involvement (including all Nominated Stallions and/or associated Eligible Offspring) in VOBIS Sires and/or withhold payment of any prize money (including any Nominator's Bonus) to Owners of Eligible Offspring or Nominator's (as the case may be) without notice for any conduct that Racing Victoria in its sole discretion believes is inconsistent with or breaches these Terms and Conditions or any applicable law or is harmful to any of the interests of Racing Victoria, its affiliates or the Victorian racing industry.

## **8. Limitation of Liability**

Where conditions, warranties or guarantees implied by or otherwise arising under law cannot be lawfully excluded, then to the extent permitted by law, Racing Victoria limits its liability for a breach of any such condition, warranty or guarantee, where it is entitled to do so, to the resupply of the relevant service, or paying you the cost of that resupply. Otherwise, to the maximum extent permitted by law, Racing Victoria and its officers, employees, agents and representatives will not be liable for any loss or damage (including consequential loss or damage) to any person or entity, however caused (whether by negligence or otherwise), which may arise directly or indirectly in respect of any error, omission or misrepresentation in any information or material provided relating to VOBIS Sires or otherwise in connection with VOBIS Sires.

## 9. Use of Personal Information

- (a) You agree that Racing Victoria and/or authorised third parties (including but not limited to TBV) may be required to collect and process Your personal information in order to:
- (i) determine whether or not You satisfy the criteria required to be a participant in VOBIS Sires;
  - (ii) determine whether or not Your Nominated Stallion(s) satisfies the Stallion Eligibility Criteria;
  - (iii) provide You with any applicable privileges or benefits or to impose any applicable restrictions on Your participation in VOBIS Sires;
  - (iv) recover any outstanding Fee from You, including without limitation any recovery in accordance with clause 4;
  - (v) otherwise administer and manage the VOBIS scheme (which includes Super VOBIS, VOBIS Gold and VOBIS Sires),
- each a **Permitted Purpose** and together the **Permitted Purposes**.
- (b) You consent to Racing Victoria sharing Your Personal Information with third parties, including TBV and any third party providing services for the VOBIS Sires Scheme, for a Permitted Purpose or otherwise in accordance with Racing Victoria's Privacy Policy, which can be accessed at [www.racingvictoria.com.au/privacy-policy](http://www.racingvictoria.com.au/privacy-policy). The Privacy Policy provides You with more information regarding how and in what circumstances Racing Victoria may share and process Your personal information.
- (c) You acknowledge that Racing Victoria will collect, use and disclose Your personal information in accordance with its Privacy Policy and these Terms and Conditions.
- (d) As a participant in VOBIS Sires, You provide Your express consent to Racing Victoria sending You marketing communications including via direct mail, telephone, email, SMS or other digital means, including in regard to racing industry news, offers for VOBIS Sires participants, surveys or requests for feedback regarding the racing industry including VOBIS Sires and competitions open to VOBIS Sires participants.
- (e) You can opt out of receiving the communications described at 9(d) at any time. Opting out of these communications will impact Racing Victoria's ability to provide You with all the privileges and other benefits that may otherwise be available to You as a VOBIS Sires participant.
- (f) You acknowledge that if You do not provide Your Personal Information following a request by Racing Victoria or refuse to consent to Racing Victoria's use and/or sharing of that information in accordance with this clause, Racing Victoria may not be able to approve Your VOBIS Sires Nomination Form and/or enable You to participate in VOBIS Sires in accordance with these Terms and Conditions, or may be required to terminate, suspend or otherwise impose conditions on Your participation in VOBIS Sires.

## 10. Termination, Modification and Amendment

- (a) Racing Victoria may exclude any Nominated Stallion or Eligible Offspring from participation in VOBIS Sires, and may exclude or terminate Your participation in VOBIS Sires in its entirety at any time without giving any explanation or justification for the exclusion or termination, and Racing Victoria has no liability for any costs, losses or damages of any kind arising as a consequence of said exclusion or termination.
- (b) Racing Victoria may impose conditions on your participation in VOBIS Sires at any time, whether prior to or during the term of Your participation, without giving any explanation or justification, and Racing Victoria has no liability for any costs, losses or damages of any kind arising as a consequence of the imposition of those conditions
- (c) Without limiting Racing Victoria's rights pursuant to clauses 10(a) and 10(b), if Racing Victoria intends to exercise its rights pursuant to either clause 10(a) or clause 10(b), it will provide You with written notice which identifies the relevant issues or concerns (**Notice**). You will then be provided with an opportunity to respond to the matters raised in the Notice. If Racing Victoria requires a response within a certain time period, Racing Victoria will make that clear in the Notice. If You then fail to respond within that time period, Racing Victoria may make a decision with regard to the exercise of its rights pursuant to clause 10(a) or clause 10(b), as the case may be, without Your views. Racing Victoria will consider all matters it determines relevant prior to making a decision whether or not to take action pursuant to clause 10(a) or clause 10(b).
- (d) Without limitation, Racing Victoria may exclude or terminate Your participation in VOBIS Sires, or impose conditions on Your participation if:

- (i) a Nominated Stallion ceases to satisfy the Stallion Eligibility Criteria;
  - (ii) You cease to satisfy the criteria to be Nominator;
  - (iii) You fail to pay any Fee(s);
  - (iv) You are not of good character;
  - (v) You pose an unacceptable risk to the integrity of racing or the racing industry;
  - (vi) You cause disharmony or conflict at a Racetrack, or interfere with any other person's proper performance of his or her role at a Racetrack;
  - (vii) You engage in unlawful or anti-social conduct which constitutes harassment, hateful, abusive, bullying, threatening or other unacceptable behaviour whether in social media, at a Racetrack, or elsewhere;
  - (viii) at any time You fail to observe any direction or instruction issued by Racing Victoria or a Club (or any officer, employee or agent of Racing Victoria or a Club), including the Racing Victoria Stewards;
  - (ix) You are found to have breached the Rules of Racing; or
  - (x) You breach any of these Terms and Conditions.
- (e) Racing Victoria reserves the right to modify VOBIS Sires (including, without limitation, amending these Terms and Conditions):
- (i) with or without further notice to You; and
  - (ii) without giving You any explanation or justification for such change,
- and any modifications and amendments (as the case may be) will become effective once published at <https://www.racingvictoria.com.au/vobis-sires>. Without limitation, and for the avoidance of doubt, such modifications and amendments include reducing the eligibility and size of prize money (including any Nominator's Bonus) and the Prize Money Pool, altering the Fees or the Stallion Eligibility Criteria.
- (f) Racing Victoria gives no warranty as to the continuing availability of VOBIS Sires. Racing Victoria may terminate or suspend VOBIS Sires at any time:
- (i) with or without notice to You; and
  - (ii) without giving You any explanation or justification for the termination,
- and any termination will become effective once published on the RVL Website.
- (g) Without limiting Racing Victoria's rights pursuant to clause 10(f), Racing Victoria will use best efforts to notify VOBIS Sires participants in advance of any decision by Racing Victoria to terminate or suspend VOBIS Sires.
- (h) Neither Racing Victoria nor any RVL Entities shall be liable to any person in any way if VOBIS Sires is terminated.

## 11. Intellectual Property

- (a) You acknowledge and agree that all Intellectual Property Rights in and to VOBIS Sires, including without limitation the VOBIS Sires Logo, are owned and retained exclusively by Racing Victoria.
- (b) Subject to clauses 11(b)(i), (ii) and (iii), Racing Victoria grants to You a non-exclusive, non-transferable and revocable licence to, in the Territory during the Breeding Period to which Your Nomination relates, use the VOBIS Sires Logo.
  - (i) You may only use the VOBIS Sires Logo for marketing that is directly related to the Nominated Stallion for which You are a Nominator, and only during the relevant Breeding Period.
  - (ii) Racing Victoria may require You, by notice in writing, to cease using and/or withdraw from public circulation any promotional material that contains the VOBIS Sires Logo where that material either does not comply with this clause 11 or is reasonably likely to harm the image or reputation of Racing Victoria or the Victorian thoroughbred racing industry.
  - (iii) Racing Victoria may revoke the licence granted pursuant to clause 11(b) at any time by notice in writing to You.

## 12. Relevant jurisdiction

- (a) These Terms and Conditions are governed by and interpreted in accordance with the law of the State of Victoria, Australia.
- (b) You agree to the jurisdiction of the courts of the State of Victoria, Australia to determine any dispute arising out of these Terms and Conditions.

## 13. Severability



If any provision of these Terms and Conditions are found to be void, unlawful, or unenforceable then that provision will be deemed to be severable from these Terms and Conditions, and the severed part will not affect the validity and enforceability of any remaining provisions.

**14. Waiver**

The failure, delay or omission by Racing Victoria to exercise a power or right conferred on Racing Victoria under these Terms and Conditions will not operate as a waiver of that power or right, and any single exercise of a power or right will not preclude another exercise of that power or right, or the exercise of another power or right under these Terms and Conditions.

**15. Assignment and Transfer**

- (a) You may not assign or transfer, whether in whole or part, any benefits, rights or obligations under these Terms and Conditions to any other party without Racing Victoria's prior written consent, which may be provided or withheld in its absolute discretion.
- (b) Racing Victoria may:
  - (i) delegate to a sub-committee;
  - (ii) appoint or employ any person to undertake; or
  - (iii) otherwise assign its role or any aspect of its role under these Terms and Conditions, to any person or entity.

- 16.** All references to Racing Victoria in these Terms and Conditions shall be construed as including references to the Board of Racing Victoria, Racing Victoria's officers, employees and agents and any person, committee or board to whom or which any aspect of Racing Victoria's role has been delegated or assigned (**RVL Entities**).

**17. Hold on Trust**

To the extent that You enter into any obligation in relation to or in respect of any RVL Entities, including any obligation to indemnify any of the RVL Entities, Racing Victoria holds the benefit of that obligation on trust for and on behalf of the RVL Entities, and may on behalf of the RVL Entities take action directly against You in relation to any breach of such obligation or any other actionable conduct by You, notwithstanding that the RVL Entities are not parties to this agreement.