

Super VOBIS Conditions

DEFINITIONS

In these Conditions:

“**ABN**” means Australian Business Number;

“**Attorney**” means a natural person, who in accordance with these Conditions, is appointed to act for a Nominator;

“**Australian Stud Book**” means the officially published records of Thoroughbred bloodlines in Australia, and is managed by a division of Racing Australia which is responsible for the maintenance, accuracy, quality and integrity of those records;

“**Claims**” means any liabilities, actions, suits, proceedings, claims, demands, costs or expenses;

“**Conditions**” means these Terms and Conditions as may be varied by Racing Victoria from time to time in its absolute discretion;

“**Country VOBIS Race**” means a race that Racing Victoria determines:

- (1) carries country race status; and
- (2) contains a Super VOBIS Bonus total of \$12,000 (of which, \$3,600 is allocated as a Super VOBIS Nominator’s Bonus and \$8,400 is allocated as a Super VOBIS Owner’s Bonus);

“**Current Owners**” means the owners of a horse (or if the horse is leased, the lessees of that horse) on the date and time on which that horse runs in a Programmed Race, as recorded by the Registrar of Racehorses or as otherwise determined by the Stewards;

“**Eligibility Category**” means either Category A, Category B, or Category C, as defined in these Conditions under Rule 3.1;

“**Eligible Nominator**” means a Nominator of a Super VOBIS Horse:

- (1) who:
 - a. when requested by Racing Victoria, provided evidence that he/she was the sole owner of the Super VOBIS Horse when it was nominated; or
 - b. was not the sole owner of the Super VOBIS Horse when it was nominated, but provided evidence at the time of nomination that, he/she:

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- i. was a lessee of the Super VOBIS Horse (and if there were multiple lessees, was the lessee duly authorised by the other lessees to be named as the Nominator); or
 - ii. was an owner of the Super VOBIS Horse (and was the owner authorised by the other owners to be named as the Nominator);
- (2) who paid the Nomination Fee for the Super VOBIS Horse;
- (3) who was the first person to nominate the Super VOBIS Horse for the Super VOBIS Scheme, except in circumstances where somebody else previously nominated the Super VOBIS Horse and their nomination was rejected by Racing Victoria; and
- (4) who provided all other relevant documentation and evidence required in these Conditions.

NB: an Attorney may undertake any of the above requirements on behalf of a Nominator, but only if done so in accordance with these Conditions.

“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 appeal therefrom) under the Rules of Racing;

“GST” means the tax payable on taxable supplies under the GST Legislation;

“GST Legislation” means *A New Tax System (Goods and Services Tax) Act 1999* and any related laws imposing such tax or legislation that is enacted to validate, recapture or recoup such tax;

“Horse Microchip ID Number” means the official identification number of the microchip implanted in a horse;

“Metropolitan VOBIS Race” means a race that Racing Victoria determines:

- (1) carries metropolitan status; and
- (2) contains a Super VOBIS Bonus total of \$30,000 (of which, \$7,000 is allocated as a Super VOBIS Nominator’s Bonus and \$23,000 is allocated as a Super VOBIS Owner’s Bonus);

“Midweek Metropolitan VOBIS Race” means a race that Racing Victoria determines:

- (1) carries midweek metropolitan status; and

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(2) contains a Super VOBIS Bonus total of \$15,000 (of which, \$4500 is allocated as a Super VOBIS Nominator's Bonus and \$10,500 is allocated as a Super VOBIS Owner's Bonus);

"Nomination Fee" means the prescribed fee payable by a Nominator to Racing Victoria for the horse listed on the relevant Super VOBIS Form to be accepted into the Super VOBIS Scheme;

"Nominator" means a natural person who makes an application for a horse to enter the Super VOBIS Scheme;

"Non-VOBIS Horse" means a horse that has not been accepted into one of the three Eligibility Categories listed in these Conditions, or was otherwise not nominated for the Super VOBIS scheme;

"Ordinarily Resident in Victoria" means a person who has spent at least 183 days in the previous 365 days residing in the State of Victoria;

"Prohibited Substance" has the same meaning as set out in the Rules of Racing;

"Programmed Race" means an official race scheduled by Racing Victoria in which Super VOBIS Horses may win Super VOBIS Bonuses, and which fall into one of the following three categories as determined by Racing Victoria in its absolute discretion:

- (1) Country VOBIS Race;
- (2) Midweek Metropolitan VOBIS Race; or
- (3) Metropolitan VOBIS Race;

"Racing Australia" means Racing Australia Pty Ltd 89 105 994 330;

"Racing Victoria" means Racing Victoria Limited ACN 096 917 930;

"Racing Year" means 1 August to 31 July;

"RAD Board" means the Racing Appeals and Disciplinary Board, constituted under the Rules of Racing;

"Registrar of Racehorses" means the division of Racing Australia whose role is to record information regarding the ownership and identity of thoroughbred racehorses for racing in Australia and for export;

"Relevant Jockey" means a jockey that rode a Super VOBIS Horse that finished first, second or third in a Programmed Race;

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“Relevant Trainer” means a registered trainer that trained a Super VOBIS Horse that finished first, second or third in a Programmed Race;

“Rules of Racing” means the rules of racing, including the Australian Rules and Local Rules, as applies in the State of Victoria and is published on Racing Victoria’s website and amended from time to time;

“Sales Deduct Option” means that when a Nominator nominates a horse for the Super VOBIS Scheme, they do not pay the Nomination Fee at the time of nomination. Instead, they authorise the relevant auction house Selling their horse to pay Racing Victoria the amount (from the sale amount) equal to the relevant Nomination Fee;

“Selling” means putting a horse up for auction in an auction ring, and does not include online sales;

“Stakesmoney” means prizemoney only (excluding Super VOBIS Bonuses) and does not include cups, trophies or any material gain or benefit capable of being valued in money earned by a horse from whatever source for any person;

“Stewards” means the Stewards appointed under the Rules of Racing;

“Stud Season” means 1 September to 31 May;

“Super VOBIS Bonus” means the money awarded (as Super VOBIS Nominator’s Bonus and Super VOBIS Owner’s Bonus) for a Programmed Race, and governed in accordance with these Conditions;

“Super VOBIS Form” means the form approved by Racing Victoria for Nominators to nominate a horse for the Super VOBIS Scheme;

“Super VOBIS Horse” means a horse that has been accepted by Racing Victoria into one of the Eligibility Categories and is entered or eligible for entry as a thoroughbred horse in the Australian Stud Book;

“Super VOBIS Nominator’s Bonus” means the Super VOBIS Bonus paid out to the Eligible Nominator when the horse they nominated places first, second or third in a Programmed Race, subject to these Conditions;

“Super VOBIS Owner’s Bonus” means the Super VOBIS Bonus paid out to the Current Owners of a horse, the Relevant Trainer, and the Relevant Jockey when that horse places first, second or third in a Programmed Race, subject to these Conditions;

“Super VOBIS Scheme” means the scheme governed by these Conditions as amended from time to time; and

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“**Victorian Breeder**” is a person that Racing Victoria determines in its sole discretion is a Victorian breeder of thoroughbred horses. Examples of persons who may constitute being a Victorian Breeder include:

- (1) an individual who is Ordinarily Resident in Victoria at the time the horse is born;
- (2) a partnership where at least 50% of the partners are Ordinarily Resident in Victoria at the time of the horse’s birth;
- (3) a joint venture where at least 50% of the participants in that joint venture are Ordinarily Resident in Victoria at the time of the horse’s birth;
- (4) a company where at least 50% of the shareholders of that company are Ordinarily Resident in Victoria at the time of the horse’s birth; or
- (5) a person that, at the time their horse is born, has made a substantial investment in the Victorian thoroughbred breeding industry.

INTERPRETATION

In these 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 Conditions and references to sub-clauses are references to sub-clauses of these Conditions;
- (e) words denoting any gender include all genders;
- (f) if a word or phrase is defined cognate words or phrases have corresponding definitions;
- (g) 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
- (h) 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.

1. Who Receives a Super VOBIS Bonus?

- 1.1. Racing Victoria will pay the applicable Super VOBIS Nominator's Bonus to the Eligible Nominator if the horse that they nominated:

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- 1.1.1. is a Super VOBIS Horse;
 - 1.1.2. places first, second or third in a Programmed Race as recorded in the Final Finishing Order; and
 - 1.1.3. satisfactorily passes any swab or inquiry procedure or any other reasonable condition of Racing Victoria.
- 1.2. Racing Victoria will pay the applicable Super VOBIS Owner's Bonus to the Current Owners, Relevant Jockey and Relevant Trainer if the horse they currently own/rode/trained in the Programmed Race:
- 1.2.1. is a Super VOBIS Horse;
 - 1.2.2. places first, second or third in the Programmed Race as recorded in the Final Finishing Order; and
 - 1.2.3. satisfactorily passes any swab or inquiry procedure or any other reasonable condition of Racing Victoria.
- 1.3. When determining whether a Super VOBIS Horse finishes first, second or third for the purposes of these Conditions, Racing Victoria will rely on the Final Finishing Order of that Programmed Race.
- 1.4. If, following the payment of a Super VOBIS Bonus:
- 1.4.1. Racing Victoria, the RAD Board, a relevant tribunal, or a court of competent jurisdiction determines that the Super VOBIS Horse is disqualified under the Rules of Racing when it won the Super VOBIS Bonus due to a Prohibited Substance or any other reasons; then
 - 1.4.2. all Super VOBIS Bonuses for that race for that Super VOBIS Horse must be repaid in full to Racing Victoria within 14 days of such determination.
- 1.5. Racing Victoria retains absolute discretion as to whether it will redirect any Super VOBIS Bonuses repaid in accordance with clause 1.4 to another Super VOBIS Horse which placed in the adjusted Final Finishing Order.

2. Distribution of Super VOBIS Nominator's and Owner's Bonuses

- 2.1. Subject to Condition 2.2, the Super VOBIS Nominator's or Owner's Bonuses available for a Programmed Race are allocated as follows:
- 2.1.1. First: 70% of the Super VOBIS Bonus.
 - 2.1.2. Second: 20% of the Super VOBIS Bonus.
 - 2.1.3. Third: 10% of the Super VOBIS Bonus.

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2.2. If there is a dead-heat for first, second or third place in a Programmed Race, the Super VOBIS Bonuses available will be the aggregate of the amounts which would have been awarded if the dead-heated horses had finished in successive places, divided by the number of horses which dead-heated for that place. If one or more of the horses that dead-heated was a Non-VOBIS Horse, this must not affect the calculation in this clause 2.2.

2.2.1. For example, if a Super VOBIS Horse dead-heats with a Non-VOBIS horse in first place, the Super VOBIS Horse would be entitled to 45% of the Super VOBIS Bonus (i.e. $(70\% + 20\%) / 2$).

2.3. If a non-VOBIS Horse finishes in first, second or third place in a Programmed Race, a Super VOBIS Horse will only receive the percentage awarded in clause 2.1 in accordance with their placing in the race.

2.3.1. For example, if a Super VOBIS Horse finishes first, they will receive 70% of the applicable Super VOBIS Bonus. If a Non-VOBIS Horse finishes second, and a Super VOBIS Horse finishes third, the Super VOBIS Horse that finished third will only receive 10% of the applicable Super VOBIS Bonus. Nobody will receive 20% of the applicable Super VOBIS Bonus for second place. This may result in a situation where in some races, depending on the outcomes, 100% of the Super VOBIS Bonus may be awarded, and in others 0% of the Super VOBIS Bonus may be awarded.

3. Categories and Fees

3.1. A horse may only be entered into the Super VOBIS Scheme if Racing Victoria is satisfied that it falls within one of the three Eligibility Categories as follows:

3.1.1. "Progeny of Victorian Stallions": A horse will be eligible for Category A if:

3.1.1.1. it was conceived in Victoria; and

3.1.1.2. it was sired by a Stallion which (while in Australia) stood in Victoria during the Stud Season in which the horse was conceived.

3.1.2. "Breedback": A horse will be eligible for Category B if:

3.1.2.1. it was conceived outside of Victoria; and

3.1.2.2. its dam was served in Victoria in the Stud Season in which the horse was born by a stallion which (while in Australia) stood in Victoria during that Stud Season.

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- 3.1.3. "Victorian Breeder": A horse will be eligible for Category C if:
 - 3.1.4. the horse was sired by a Stallion which stands outside of Victoria;
 - 3.1.5. the horse was conceived by a Dam which at the time of the horse's birth was owned by a Victorian Breeder; and
 - 3.1.6. the horse and its Dam resided in Victoria for six continuous months from when that horse was born to 30 April in the Stud Season that the horse was a yearling.
- 3.2. Subject to clause 3.3, at the time of nomination, the Nominator must pay the relevant Nomination Fee, as listed below (inclusive of GST):
 - 3.2.1. For Category A: \$660
 - 3.2.2. For Category B: \$1,320
 - 3.2.3. For Category C: \$1,980
- 3.3. At the time of nomination, instead of paying the Nomination Fee, the Nominator may opt for the Sales Deduct Option (which requires them to provide their Credit Card details). If the Nominator chooses the Sales Deduct Option, and their horse does not sell at auction, Racing Victoria will charge the Credit Card listed by the Nominator. If the payment cannot be made, the Nominator will be personally sent an invoice requiring payment of the Nomination Fee as well as a \$50 processing fee. The Nominator must no later than 30 days from the date of that invoice pay Racing Victoria the relevant Nomination Fee and \$50 processing fee in full. If the Nominator fails to pay the Nomination Fee and the \$50 processing fee within that 30 day period:
 - 3.3.1. the Nominator will not have entered the horse into the Super VOBIS Scheme;
 - 3.3.2. the Nominator will never be entitled to use the Sales Deduct Option again, unless Racing Victoria determines otherwise; and
 - 3.3.3. the Nominator must inform all owners or persons who have expressed an interest in owning the horse that it is not entered into the Super VOBIS Scheme.
- 3.4. When nominating for an Eligibility Category, the Nominator is responsible for and must take all reasonable precautions to ensure to select the appropriate Eligibility Category for their horse to be enrolled under these Conditions. If a Nominator enrolls their horse in an

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inappropriate Eligibility Category (e.g. Category C instead of Category A), Racing Victoria is not obliged to refund to that Nominator the difference in the applicable Nomination Fees, and the Horse may in Racing Victoria's absolute discretion be ruled to be ineligible as a Super VOBIS Horse.

3.5. When Nominators seek to nominate their horse for an Eligibility Category, they must provide all relevant, complete and accurate documentation at the time of nomination which must not be misleading in any respect. Racing Victoria is under no obligation to verify any documentation that is provided or to seek further documentation from the Nominator, and as such, the onus is strictly on the Nominator to appropriately evidence that their horse is eligible. However, where Racing Victoria requests further documentation from the Nominator, this must be provided promptly. Any incomplete, inaccurate or misleading documentation will result in the nomination being rejected or rescinded by Racing Victoria. Examples of acceptable documentation that would assist a Nominator making a Category C nomination include:

3.5.1. invoices for veterinary services;

3.5.2. agistment bills for the foal and dam, such as Ardex Files;

3.5.3. invoices for Farrier bills;

3.5.4. invoices from Horse Microchip ID of foal;

3.5.5. invoices from other relevant transport of foal and dam; and

3.5.6. stud book declarations.

3.6. In addition to any other requirements in this clause 3, Nominators must ensure at the time of nomination that their horse:

3.6.1. is fully parentage verified in the Australian Stud Book; and

3.6.2. has a current Horse Microchip ID Number.

4. Payment of Super VOBIS Nominator's Bonuses

4.1. Subject to these Conditions, a Super VOBIS Nominator's Bonus will be paid by single payment and will be drawn in favour of and paid to the Eligible Nominator.

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- 4.2. Payments will be paid via EFT to the Eligible Nominator's nominated bank account. If bank account details are not provided, Super VOBIS Nominator's Bonus payments will be held by Racing Victoria, until current bank details are provided.
- 4.3. No interest will be payable by Racing Victoria in relation to any Super VOBIS Nominator's Bonuses.
- 4.4. If an Eligible Nominator is registered for GST and has an ABN, then they will receive GST in addition to their Super VOBIS Nominator's Bonus.

5. Payment of Super VOBIS Owner's Bonuses

- 5.1. Subject to these Conditions, Super VOBIS Owner's Bonuses will be paid with race Stakesmoney to Current Owners, the Relevant Trainer and the Relevant Jockey in accordance with the following percentages:
 - 5.1.1. Current Owners: 85%
 - 5.1.2. Relevant Trainer: 10%
 - 5.1.3. Relevant Jockey: 5%.
- 5.2. If the horse is subject to a lease, Racing Victoria may, in its absolute discretion, direct that the Current Owners' percentage of the Super VOBIS Owner's Bonus be paid to the managing lessee, who is then responsible for distributing the Super VOBIS Owner's Bonus to the other lessees in accordance with their percentage share of the lease. Racing Victoria is not responsible for any mismanagement or unlawful appropriation of a Super VOBIS Owner's Bonus if it is paid to a managing lessee.
- 5.3. No interest will be payable by Racing Victoria in relation to the payment of Super VOBIS Owner's Bonuses.
- 5.4. If any of the Current Owners, Relevant Jockey or Relevant Trainer are registered for GST and have an ABN, they will receive GST in addition to their Super VOBIS Bonus.

6. Super VOBIS Form

- 6.1. Racing Victoria will make available the Super VOBIS Form.
- 6.2. Nominators must execute the Super VOBIS Form where appropriate and relevant for their horse to be included into the Super VOBIS Scheme and become a Super VOBIS Horse.

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6.3. Racing Victoria may accept signatures from Attorneys acting for a Nominator, but only if:

6.3.1. the Attorney declares that he or she is duly authorised to execute the Super VOBIS Form on behalf of the Nominator;

6.3.2. the Attorney provides appropriate and relevant Power of Attorney documentation at the time of nomination; and

6.3.3. the Attorney fully and unconditionally indemnifies and holds harmless Racing Victoria against all Claims as a result of that Attorney not being authorised to complete or execute the Super VOBIS Form.

6.4. Racing Victoria is not obliged to enquire into the right or capacity of any person to be named as a Nominator (or to become an Eligible Nominator), and whether someone has the authorisation or capacity to execute as an Attorney of a Nominator.

6.5. Each person that executes a Super VOBIS Form agrees, accepts and acknowledges that in respect of the horse that is being nominated, they fully indemnify and hold harmless Racing Victoria against all Claims as a result of or in connection with:

6.5.1. a Nominator not being entitled to nominate that horse;

6.5.2. the horse not meeting any of the Eligibility Categories; or

6.5.3. inaccurate, incomplete, misleading or deceptive statements or assertions conveyed in or around the time that the Super VOBIS Form is lodged with or processed by Racing Victoria.

6.6. Each person who executes a Super VOBIS Form represents and warrants to Racing Victoria that any horse named on that form fully satisfies the Eligibility Category specified by the Nominator on that Form. If that representation and warranty is incorrect, then the Nominator and the Attorney (if an Attorney has executed the Super VOBIS Form) shall jointly and severally be liable to pay Racing Victoria for any relevant costs associated, and to refund all Super VOBIS Bonuses which have been paid in relation to the horse named on that form, and no further Super VOBIS Bonuses shall be paid in relation to that horse.

7. General

7.1. Racing Victoria may, in its sole and absolute discretion:

7.1.1. waive, remove or modify a requirement of one or more Conditions; and

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- 7.1.2. may require that additional requirements be met.
- 7.2. Notwithstanding anything contained in these Conditions, Racing Victoria retains the power to determine in its sole and absolute discretion whether:
 - 7.2.1. a Nominator is entitled to be an Eligible Nominator; or
 - 7.2.2. any person is entitled to any Super VOBIS Bonuses.
- 7.3. Racing Victoria:
 - 7.3.1. takes no responsibility for determining, and has no obligation to inquire into or advise, whether information listed on a Super VOBIS Form is correct and complete;
 - 7.3.2. is not liable to any person in any way if Racing Victoria erroneously states, certifies or authorises that a horse is, or was, within an Eligibility Category or has otherwise entered into the Super VOBIS Scheme; and
 - 7.3.3. has no obligation to notify any person (other than a Nominator) that a horse has or has not been nominated for the Super VOBIS Scheme, or has or has not been accepted into the Super VOBIS Scheme.
- 7.4. These Conditions may be amended by Racing Victoria from time to time, including but not limited to reducing the amount of any Super VOBIS Bonuses, altering Nomination Fees, and altering definitions of Eligibility Categories. Racing Victoria will not be liable to any person in any way if these Conditions are amended. Any amendment to these Conditions will have immediate effect, except with respect to whether a horse satisfies an Eligibility Category (but only if a horse has already been accepted into that Eligibility Category prior to the amendment and such acceptance was in accordance with these Conditions).
- 7.5. By executing and lodging a Super VOBIS Form, all signatories accept that they are bound by these Conditions and the Rules of Racing. They will also procure that any Current Owners, Relevant Trainers and Relevant Jockeys be bound by these Conditions.
- 7.6. Racing Victoria may:
 - 7.6.1. delegate to a sub-committee;
 - 7.6.2. appoint; and/or
 - 7.6.3. employ

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any person to undertake its role (or any aspect of its role) in operating the Super VOBIS Scheme.

- 7.7. Racing Victoria may terminate the Super VOBIS Scheme at any time.
- 7.8. Racing Victoria retains absolute discretion to determine whether it will refund a Nomination Fee or provide any compensation whatsoever with regard to any aspect of the Super VOBIS Scheme.
- 7.9. No person shall have any right to seek any refund or compensation from Racing Victoria with respect to Racing Victoria's administration of, or decisions made under, the Conditions or in any way associated with the Super VOBIS Scheme.
- 7.10. The Super VOBIS Scheme will close on 30 April each year. Subject to clause 3.3, no late Nomination Fees will be accepted beyond that date.
- 7.11. Subject to Racing Victoria's Privacy Policy (as amended from time to time), Racing Victoria may use or disclose any information provided on a Super VOBIS Form or otherwise provided in the course of nominating a horse for the Super VOBIS Scheme for any purpose that it considers relevant.