

## VOBIS GOLD TERMS AND CONDITIONS

Racing Victoria Limited ACN 096 917 930 (**Racing Victoria**) operates the VOBIS Gold scheme (**VOBIS Gold**) to reward Owners who invest in Victorian bred horses by paying a VOBIS Gold Bonus to Owners, Relevant Trainers and Relevant Jockeys of a VOBIS Gold Horse that places first, second or third in a VOBIS Gold Race conducted during the Racing Year in accordance with these Terms and Conditions. These Terms and Conditions set out the eligibility criteria for participation in VOBIS Gold and the conditions of Your entry and participation in that scheme.

Any person who participates in VOBIS Gold is bound by these Terms and Conditions.

### 1. Definitions and Interpretation

#### 1.1 Definitions:

In these Terms & Conditions:

**Attorney** means a natural person, who in accordance with these Terms and Conditions, is appointed to act for a Nominator.

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

**Claims** means any liabilities, actions, suits, proceedings, claims, demands, costs or expenses.

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

**Eligibility Category** means Eligibility Category A, Eligibility Category B and/or Eligibility Category C as defined in the Super VOBIS Terms & Conditions which can be accessed at <https://www.racingvictoria.com.au/super-vobis>.

**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;

**GST** means a tax that is payable or imposed as goods and services tax under the GST law as defined in the GST Act.

**GST Act** is the Act of Parliament titled *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Nomination Fee** means the prescribed fee payable by a VOBIS Gold Nominator to Racing Victoria for the horse listed on the relevant VOBIS Gold Form to be accepted into the VOBIS Gold scheme.

**Owner** means a person who is:

- (a) defined as an owner in the Rules of Racing; and
- (b) is the owner of a VOBIS Gold Horse.

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

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

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

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

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

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

**Relevant Jockey** means a jockey that rode a VOBIS Gold Horse that finished first, second or third in a VOBIS Gold Bonus Race.

**Relevant Trainer** means a registered trainer that trained a VOBIS Gold Horse that finished first, second or third in a VOBIS Gold Bonus Race.

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**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 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 15.13.

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

**Stakesmoney** means money only (excluding VOBIS Gold 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.

**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>.

**Super VOBIS Horse** means a horse that has been accepted into the Super VOBIS scheme by Racing Victoria.

**Super VOBIS Nomination Fee** has the same meaning as "Nomination Fee" under the Super VOBIS Terms and Conditions.

**Super VOBIS Terms and Conditions** means the Super VOBIS terms and conditions available at <https://www.racingvictoria.com.au/super-vobis> (as amended from time to time).

**TAB race** is a race in which the off-course totalisator is authorised to conduct betting.

**TBV** means Thoroughbred Breeders Victoria Inc.

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

**VOBIS Gold** means the scheme governed by these Terms and Conditions, as amended from time to time.

**VOBIS Gold Bonus** means a bonus paid in accordance with these Terms and Conditions to the Owner, Relevant Trainer and Relevant Jockey of a VOBIS Gold Horse that places first, second or third in a VOBIS Gold Bonus Race.

**VOBIS Gold Bonus Race** is a TAB race that is programmed and advertised as a VOBIS Gold Bonus Race on the RVL Website and Inside Racing.

**VOBIS Gold Form** means a form approved by Racing Victoria for applying to Racing Victoria to register a horse for the VOBIS Gold scheme.

**VOBIS Gold Horse** means a horse that:

- (a) meets the Eligibility Criteria;
- (b) has been accepted by Racing Victoria into Super VOBIS and for which the relevant Super VOBIS Nomination Fee has been paid; and
- (c) has been accepted by Racing Victoria into VOBIS Gold and for which the relevant Nomination Fee has been paid.

**VOBIS Gold Nominator** means the person who makes an application for a horse to enter the VOBIS Gold scheme.

**VOBIS Gold Premier Race Series** means the race series of that name operated by Racing Victoria as part of VOBIS Gold, the details for which are available on the RVL Website. For the avoidance of doubt, VOBIS Gold Bonus Races do not form part of the VOBIS Gold Premier Race Series.

**You and Your** means the VOBIS Gold Nominator.

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

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### 1.2 Interpretation

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

- 1.2.1 words denoting the singular number include the plural and vice versa;
- 1.2.2 words denoting individuals, persons, associations, clubs, societies and corporations include a reference to each and every one of them;
- 1.2.3 headings are for convenience only and do not affect interpretation;
- 1.2.4 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;
- 1.2.5 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;
- 1.2.6 words denoting any gender include all genders;
- 1.2.7 if a word or phrase is defined cognate words or phrases have corresponding definitions;
- 1.2.8 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
- 1.2.9 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 Who receives a VOBIS Gold Bonus?

- 2.1 Subject to these Terms and Conditions, Racing Victoria will pay the applicable VOBIS Gold Bonus to the Owner(s), Relevant Trainer and Relevant Jockey of a VOBIS Gold Horse that places first, second or third in a programmed VOBIS Gold Bonus Race as recorded in the Final Finishing Order, subject to the satisfactory outcome of any Racing Victoria swab or inquiry procedure.
- 2.2 When determining whether a VOBIS Gold Horse finishes first, second or third for the purposes of these Terms and Conditions, Racing Victoria will rely on the Final Finishing Order of that Programmed Race.
- 2.3 If, following the payment of a VOBIS Gold Bonus with respect to a Race:
  - 2.3.1 Racing Victoria, the RAD Board, the VRT, a relevant tribunal, or a court of competent jurisdiction determines that the VOBIS Gold Horse is disqualified from that Race under the Rules of Racing due to a Prohibited Substance or any other reason (**Disqualified Horse**),  
  
then all VOBIS Gold Bonuses for that Race paid by Racing Victoria with respect to the Disqualified Horse must be repaid in full to Racing Victoria within 14 days of such determination.
- 2.4 Racing Victoria retains absolute discretion as to whether it will redirect any VOBIS Gold Bonuses repaid in accordance with clause 2.3 to another VOBIS Gold Horse which placed in the adjusted Final Finishing Order.

### 3 Distribution of VOBIS Gold Bonuses

- 3.1 Subject to clause 2.1, the total VOBIS Gold Bonus for a VOBIS Gold Bonus Race is allocated as follows:

Place in Race	Percentage (%) of Bonus
1 <sup>st</sup>	70
2 <sup>nd</sup>	20
3 <sup>rd</sup>	10

- 3.2 If there is a dead-heat for a first, second or third place in a VOBIS Gold Race which carries a VOBIS Gold Bonus:

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- 3.2.1 the applicable VOBIS Gold Bonus will be the aggregate of the amounts which would have been the applicable VOBIS Gold Bonuses for the Owners, Relevant Trainers and Relevant Jockeys of the VOBIS Gold Horses which dead-heated had they finished in successive places, divided by the number of horses which dead-heated for that place; and
- 3.2.2 If one or more of the horses which dead-heated did not qualify for a VOBIS Gold Bonus, the VOBIS Gold Bonus payable in respect of the horse or horses which dead-heated and were so qualified, shall be calculated on the basis that each of the horses which dead-heated, qualified for payment of the VOBIS Gold Bonus.

### 4 Eligibility and Fees

- 4.1 Any horse that is nominated for Super VOBIS can be nominated for VOBIS Gold provided that the Super VOBIS Nomination Fee has been paid.
- 4.2 The VOBIS Gold Nomination Fee is \$1,100 inclusive of GST (or as otherwise published on the RVL Website from time to time).
- 4.3 The VOBIS Gold Nomination Fee may not be paid by sales deduction.

### 5 Payment of VOBIS Gold Bonuses

- 5.1 VOBIS Gold Bonuses will only be paid to Owners, Relevant Trainers and/or Relevant Jockeys.
- 5.2 VOBIS Gold Bonuses will be paid with race Stakesmoney, and in the following manner: 85% Owner(s), 10% Relevant Trainer, 5% Relevant Jockey. In the event there are multiple Owners, payment will be split between the Owners in accordance with their ownership percentages at the date and time of the start of the relevant VOBIS Gold Bonus Race.
- 5.3 Racing Victoria may, in its absolute discretion, direct that the Owners' percentage of the VOBIS Gold Bonus be paid to the managing owner, who is then responsible for distributing the VOBIS Gold Bonus to the other co-owners in accordance with their percentage share of the horse. Racing Victoria is not responsible for any mismanagement or unlawful appropriation of a VOBIS Gold Bonus if it is paid to a managing owner.
- 5.4 If the horse is subject to a lease, Racing Victoria may, in its absolute discretion, direct that the Owners' percentage of the VOBIS Gold Bonus be paid to the managing lessee, who is then responsible for distributing the VOBIS Gold 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 VOBIS Gold Bonus if it is paid to a managing lessee.
- 5.5 No interest will be payable by Racing Victoria in relation to the payment of a VOBIS Gold Bonus.
- 5.6 The amount of the VOBIS Gold Bonus calculated shall be increased by the amount of any GST payable by the Owner(s), Relevant Trainer or Relevant Jockey, provided that the Owner(s), Relevant Trainer or Relevant Jockey have completed and provided their ABN/GST declaration to Racing Victoria.

### 6 Power to Offset

- 6.1 Subject to clause 6.3, if a VOBIS Gold Nominator (**Defaulting Party**) is in default with respect to:
- 6.1.1 payment of any Nomination Fee;
- 6.1.2 payment of any other fee due pursuant to these Terms and Conditions;
- 6.1.3 repayment of any VOBIS Gold Bonus; or
- 6.1.4 repayment of any Stakesmoney,  
(each a **Debt**),

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

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- 6.2 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 Defaulting Party against any outstanding Debt due by the Defaulting Party to Racing Victoria, including any monies due or held by Racing Victoria to the Defaulting Party with respect to any bonus (be it a VOBIS Scheme bonus or otherwise) or prizemoney payable to the Defaulting Party pursuant to the Rules of Racing with respect to any horse in which the Defaulting Party has an interest, be it a VOBIS Gold Horse or otherwise.
- 6.3 Prior to exercising its rights under this clause 6, Racing Victoria will provide written notice (via email or post) of the Defaulting Party's default to the Defaulting Party and such notice will provide the Defaulting Party with fourteen (14) days from receipt of the notice to rectify the default. If the Defaulting Party fails to rectify the default within the time period specified in this clause, Racing Victoria may exercise its rights pursuant to clause 6.1 immediately and without any further notice.
- 6.4 A notice given to a Defaulting Party in accordance with this clause 6 is regarded as having been given and received:
- 6.4.1 if delivered to the Defaulting Party's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
  - 6.4.2 if sent by pre-paid mail, on the third Business Day after posting;
  - 6.4.3 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.
- 6.5 For the purpose of this clause 6, the address for service of notices to the VOBIS Gold Nominator shall be the address as provided by the VOBIS Gold Nominator to Racing Victoria in the VOBIS Gold Nominator's VOBIS Gold Form (or as otherwise notified to Racing Victoria by the VOBIS Gold Nominator in writing).
- 6.6 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.

## 7 Forms

- 7.1 Each VOBIS Gold Form must be signed by:
- 7.1.1 the person named as nominator on that form; or
  - 7.1.2 subject to clause 7.2, that nominator's duly authorised Attorney.
- If a person signing the VOBIS Gold Form is not the person named as VOBIS Gold Nominator, the person signing declares to Racing Victoria that he or she is duly authorised to sign the VOBIS Gold Form as the Attorney of the Nominator. Attorneys may not list themselves as the Nominator unless permitted to do so in writing.
- 7.2 Racing Victoria may accept signatures from Attorneys acting for a Nominator, but only if:
- 7.2.1 the Attorney declares that he or she is duly authorised to execute the VOBIS Gold Form on behalf of the Nominator;
  - 7.2.2 the Attorney provides appropriate and relevant Power of Attorney documentation at the time of nomination; and
  - 7.2.3 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 VOBIS Gold Form.
- 7.3 Racing Victoria is not obliged to inquire into whether:
- 7.3.1 a person has the right to be named as VOBIS Gold Nominator on a VOBIS Gold Form, or

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7.3.2 an Attorney is duly authorised to sign on behalf of the VOBIS Gold Nominator.

### 8 Indemnity

8.1 A person named as VOBIS Gold Nominator on a VOBIS Gold Form and each person who represents himself or herself as Attorney of that person, fully indemnifies and holds harmless Racing Victoria and its servants against all claims, actions, demands, proceedings, liabilities, damages, amounts, costs and expenses (including legal costs and disbursements) whatsoever and howsoever arising, paid, suffered or incurred directly or indirectly as a result of or in connection with:

8.1.1 the Attorney of the Nominator not being duly authorised to complete or sign the VOBIS Gold Form or make any request in relation to the VOBIS Gold Form provided to Racing Victoria;

8.1.2 any horse named on the VOBIS Gold Form not being a Super VOBIS Horse or not satisfying the relevant Eligibility Category;

8.1.3 any of the facts or statements inserted or made in any VOBIS Gold Form or any request made in relation to the VOBIS Gold Form being incorrect in any way; or

8.1.4 the Attorney of the VOBIS Gold Nominator or the VOBIS Gold Nominator acting inconsistently with or breaching any part of these Terms and Conditions.

8.2 Notwithstanding Racing Victoria's right to terminate pursuant to clause 12, Racing Victoria may suspend the involvement of any VOBIS Gold Nominator or VOBIS Gold Horse in VOBIS Gold and/or withhold payment of any VOBIS Gold Bonus to Owners, Relevant Trainers and/or Relevant Jockeys with or 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 and or the Victorian racing industry.

### 9 Representation and Warranty

9.1 Each VOBIS Gold Nominator named on a VOBIS Gold Form, with his or her knowledge, and each person who signs a VOBIS Gold Form represents and warrants to Racing Victoria that each horse named on the VOBIS Gold Form falls within the Eligibility Category specified on that form and is a Super VOBIS Horse. If that representation and warranty is false, regardless of whether the VOBIS Gold Nominator or signatory believed it to be true, the VOBIS Gold Nominator and the signatory shall jointly and severally be liable to refund all VOBIS Gold Bonuses which have been paid in relation to the horse named on that VOBIS Gold Form, including interest payable from the date the relevant VOBIS Gold Bonus was paid by Racing Victoria to the Owner, Relevant Trainer and/or Relevant Jockey, and no further VOBIS Gold Bonuses shall be paid in relation to that horse.

9.2 As a participant in VOBIS Gold, You must not:

9.2.1 act in any way which breaches these Terms and Conditions or the Rules of Racing; or

9.2.2 abuse or misuse the VOBIS Gold scheme or any privileges, services or other benefits accorded to You as a result of your participation in VOBIS Gold including by:

9.2.2.1 engaging in any unlawful, corrupt and/or fraudulent activities;

9.2.2.2 causing disharmony or conflict at a Racetrack, or interfering with any other person's proper performance of his or her role at a Racetrack;

9.2.2.3 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

9.2.2.4 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.

9.3 You represent and warrant to Racing Victoria that:

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- 9.3.1 You and Your VOBIS Gold Horse(s) fulfil the relevant Eligibility Category for participation in VOBIS Gold;
  - 9.3.2 You have full power and authority to enter into and perform your obligations under these Terms and Conditions;
  - 9.3.3 these Terms and Conditions constitute and impose legally binding obligations on You;
  - 9.3.4 You will pay all applicable fees, including Nomination Fees, as notified by Racing Victoria in full by the relevant due date; and
  - 9.3.5 all information supplied in the VOBIS Gold 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.
- 9.4 You acknowledge that Racing Victoria will review and accept (if applicable) the VOBIS Gold Form in reliance on the representation and warranty provided in clause 9.3.
- 9.5 You acknowledge and agree that, as a result of Your Participation in VOBIS Gold, 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.
- 9.6 You acknowledge that it is Your responsibility to ensure that Racing Victoria holds Your current contact details, including a valid email address.
- 9.7 Once signed, the VOBIS Gold Form is a binding agreement between Racing Victoria and the VOBIS Gold Nominator. All nomination fees due are to be paid at the time of nomination (unless otherwise advised by Racing Victoria).

### 10 Limitation of Liability

- 10.1 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 Gold or otherwise in connection with VOBIS Gold.

### 11 Use of Personal Information

- 11.1 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:
- 11.1.1 determine whether or not You satisfy the criteria required to be a participant in VOBIS Gold;
  - 11.1.2 determine whether or not the horse You have nominated satisfies the relevant Eligibility Category and is a Super VOBIS Horse;
  - 11.1.3 provide You with any applicable privileges or benefits or to impose any applicable restrictions on Your participation in VOBIS Gold;
  - 11.1.4 recover any outstanding fee, including any outstanding Nomination Fee, from You, including without limitation any recovery in accordance with clause 6;
  - 11.1.5 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**.
- 11.2 You consent to Racing Victoria sharing Your Personal Information with third parties, including TBV and any third party providing services for the VOBIS Gold scheme, for a Permitted Purpose or otherwise in

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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.

- 11.3 You acknowledge that Racing Victoria will collect, use and disclose Your personal information in accordance with its Privacy Policy and these Terms and Conditions.
- 11.4 As a participant in VOBIS Gold, 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 Gold participants, surveys or requests for feedback regarding the racing industry including VOBIS Gold and competitions open to VOBIS Gold participants.
- 11.5 You can opt out of receiving the communications described at clause 11.4 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 Gold participant.
- 11.6 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 Gold Form and/or enable You to participate in VOBIS Gold in accordance with these Terms and Conditions, or may be required to terminate, suspend or otherwise impose conditions on Your participation in VOBIS Gold.

## 12 Termination, Modification and Amendment

- 12.1 Racing Victoria may exclude any VOBIS Gold Horse(s) from participation in VOBIS Gold, and may exclude or terminate Your participation in VOBIS Gold in its entirety at any time (including should any VOBIS Gold Horse that You have nominated cease to satisfy the relevant Eligibility Category and/or You cease to satisfy the criteria to be a VOBIS Gold Nominator) 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.
- 12.2 Racing Victoria may impose conditions on your participation in VOBIS Gold 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.
- 12.3 Without limiting Racing Victoria's rights pursuant to clauses 12.1 and 12.2, if Racing Victoria intends to exercise its rights pursuant to either clause 12.1 or clause 12.2, 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 12.1 or clause 12.2, 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 12.1 or clause 12.2.
- 12.4 Without limitation, Racing Victoria may exclude or terminate Your participation in VOBIS Gold, or impose conditions on Your participation if:
- 12.4.1 a VOBIS Gold Horse You have nominated ceases to satisfy the relevant Eligibility Category or ceases to be a Super VOBIS Horse;
  - 12.4.2 You cease to satisfy the criteria to be a VOBIS Gold Nominator;
  - 12.4.3 You fail to pay any fee, including any Nomination Fee;
  - 12.4.4 You are not of good character;
  - 12.4.5 You pose an unacceptable risk to the integrity of racing or the racing industry;
  - 12.4.6 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;



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- 12.4.7 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;
- 12.4.8 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;
- 12.4.9 You are found to have breached the Rules of Racing; or
- 12.4.10 You breach any of these Terms and Conditions.
- 12.5 Racing Victoria reserves the right to modify VOBIS Gold (including, without limitation, amending these Terms and Conditions):
- 12.5.1 with or without further notice to You; and
- 12.5.2 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/vobis-gold>. Without limitation, and for the avoidance of doubt, such modifications and amendments include reducing the eligibility and size of VOBIS Gold Bonuses and altering the Nomination Fees or Eligibility Categories.
- 12.6 Racing Victoria gives no warranty as to the continuing availability of VOBIS Gold. Racing Victoria may terminate or suspend VOBIS Gold at any time:
- 12.6.1 with or without notice to You; and
- 12.6.2 without giving You any explanation or justification for the termination,
- and any termination will become effective once published on the RVL Website.
- 12.7 Without limiting Racing Victoria's rights pursuant to clause 12.5, Racing Victoria will use best efforts to notify VOBIS Gold participants in advance of any decision by Racing Victoria to terminate or suspend VOBIS Gold.
- 12.8 Neither Racing Victoria nor any RVL Entities shall be liable to any person in any way if VOBIS Gold is terminated.

### 13 Intellectual Property

You acknowledge and agree that all Intellectual Property Rights in and to VOBIS Gold are owned and retained exclusively by Racing Victoria.

### 14 VOBIS Gold Premier Race Series

- 14.1 Only VOBIS Gold Horses are eligible for the VOBIS Gold Premier Race Series.
- 14.2 In addition to the restriction provided for at clause 14.1, Racing Victoria may impose further restrictions and/or conditions on a horse's entry into and participation in the VOBIS Gold Premier Race Series from time to time by publication on the RVL Website and/or publication in Inside Racing.
- 14.3 For more information on the series please email [vobis@racingvictoria.net.au](mailto:vobis@racingvictoria.net.au) or go to <https://www.racingvictoria.com.au/vobis-gold>.

### 15 General

- 15.1 Racing Victoria in its sole and absolute discretion may, at any time, waive or modify a requirement of these Terms and Conditions in a particular instance or instances and may require as a condition of doing so that additional requirements be met.

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- 15.2 Notwithstanding anything contained in these Terms and Conditions, Racing Victoria has the power to determine in its sole and absolute discretion, a person's entitlement to be named as VOBIS Gold Nominator on a VOBIS Gold Form and entitlement to any VOBIS Gold Bonus.
- 15.3 Racing Victoria
- 15.3.1 takes no responsibility for determining whether a horse falls within an Eligibility Category or is VOBIS Gold Nominated and has no obligation to inquire into or advise as to whether a horse falls within an Eligibility Category or is VOBIS Gold Nominated; and
- 15.3.2 is not liable to any person in any way if it incorrectly states that, a horse is or is not within any Eligibility Category.
- 15.4 Racing Victoria:
- 15.4.1 has no obligation to notify any person (other than a VOBIS Gold Nominator or a VOBIS Gold Owner upon request) that a horse has been nominated for VOBIS Gold or is VOBIS Gold Nominated; and
- 15.4.2 is not liable to any person (including the VOBIS Gold Nominator) in any way for failure to make that notification.
- 15.5 These VOBIS Gold Terms & Conditions may be amended by Racing Victoria, without notice at any time, including but not limited to reducing the number and size of VOBIS Gold Bonuses, altering the Nomination Fees and altering the definitions of the Eligibility Categories. Racing Victoria shall not be liable in any way if these Terms and Conditions are amended.
- 15.6 All persons named as VOBIS Gold Nominators agree by submitting a VOBIS Gold Form for themselves and on behalf of persons whose claims arise through them to be bound by these Terms and Conditions, as amended from time to time, and release Racing Victoria from any claims in relation to the matters dealt with by clauses 15.3, 15.4, 15.5 and 15.13.
- 15.7 No refund, in full or in part, of a Nomination Fee, is payable except in the following circumstances:
- 15.7.1 If Racing Victoria terminates VOBIS Gold, Racing Victoria shall determine and refund to those VOBIS Gold Nominators determined by it, the proportion (if any) of the balance of the fees paid to it in respect of VOBIS Gold after deducting expenses incurred in respect of VOBIS Gold, liabilities (contingent or otherwise) incurred in respect of VOBIS Gold and VOBIS Gold Bonuses paid or liable to be paid by it which it in its sole and unfettered discretion thinks is appropriate;
- 15.7.2 If any VOBIS Gold Form is rejected by Racing Victoria (which it may determine to do in its sole discretion at any time on or before the commencement of the horses 2YO Racing Year without having or giving any reason, therefore), any fee paid in respect of a horse nominated on the VOBIS Gold Form shall be refunded in full; or
- 15.7.3 If the horse dies prior to 31 August in the year in which the horse became a two-year-old.
- 15.8 These Terms and Conditions are subject to the Rules of Racing.
- 15.9 Relevant jurisdiction
- 15.9.1 These Terms and Conditions are governed by and interpreted in accordance with the law of the State of Victoria, Australia.
- 15.9.2 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.
- 15.10 Severability
- If any provision of these Terms and Conditions is 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.
- 15.11 Waiver

## VOBIS GOLD TERMS AND CONDITIONS

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.

### 15.12 Assignment and Transfer

15.12.1 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.

15.12.2 Racing Victoria may:

- (a) delegate to a sub-committee;
- (b) appoint or employ any person to undertake; or
- (c) otherwise assign its role or any aspect of its role under these Terms and Conditions, to any person or entity.

15.13 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**).

### 15.14 Hold on Trust

To the extent that the 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.