



## Publication and Use of Victorian Thoroughbred Race Fields: Standard Conditions of Approval

Effective from 1 July 2018

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**1. Definitions**

In these conditions:

**Act** means the *Gambling Regulation Act 2003* (Vic).

**Aggregated Assessable Turnover** has the meaning given in Part D of Schedule 1.

**Appropriate Technical and Procedural Measures**, in relation to the provision of information under these conditions or a Data Sharing Agreement, are measures that are reasonably required to manage the risk of:

- (a) breaches of confidentiality;
- (b) breaches of Privacy Laws; or
- (c) an excessive administrative burden,

with respect to the provision of the information as contemplated.

**Approval Period** means the duration of the Publication and Use Approval as determined in accordance with clause 2.2.

**Approval Schedule** means the approval schedule provided by RVL to the Approved WSP of which these conditions form part.

**Approved Betting Intermediary Arrangement** means a Betting Intermediary Arrangement which is identified in the Approval Schedule or which is otherwise approved by RVL under clause 4.4.5.

**Approved Supplier** means Racing Australia Limited ACN 105 994 330, Australian Associated Press Pty Limited ACN 006 180 801 or Live Datacast Pty Limited ACN 125 563 822.

**Approved WSP** means the person or Entity identified in Item 1 of the Approval Schedule.

**Approved WSP Authorised Officer** means a person:

- (a) notified to RVL in the Approved WSP's application for the Publication and Use Approval; or
- (b) appointed by the Approved WSP in accordance with clause 5.6.4,

to the extent not removed under clause 5.6.4.

**Bet Back** has the meaning given in Part D of Schedule 1.

**Betting Intermediary** means an Entity which:

- (a) provides a service designed to facilitate the placing and acceptance of bets or wagers between persons; or
- (b) carries on a business of aggregating money received from third parties and using that money to place bets or wagers either as agent for the third parties or as principal,

using in whole or in part a website or other internet portal or platform (**Intermediary Platform**):

- (c) and includes any Entity which owns or controls the Intermediary Platform;
- (d) but excludes any Betting Exchange conducted by a Relevant WSP.

**Betting Intermediary Arrangement** means:

- (a) an agreement, arrangement, understanding, promise or undertaking;
- (b) whether in writing or oral, partly in writing and partly oral or constituted in whole or in part by conduct, custom or acquiescence

under or in respect of which:

- (c) the Approved WSP enters into Betting Transactions facilitated or placed by a Betting Intermediary; or
- (d) the Approved WSP permits or allows the publication of the odds being offered by the Approved WSP on Victorian Races with the purpose, intent or effect of encouraging members of the public to place bets or wagers.

**Betting Transaction** means:

- (a) other than in relation to betting transactions conducted through a Betting Exchange, a contract between the Approved WSP and a customer, by which a bet or wager is placed with and accepted by the Approved WSP in relation to a Victorian Race (or a contingency related to a Victorian Race); and
- (b) in relation to betting transactions conducted through a Betting Exchange conducted by the Approved WSP, a contract between a customer of the Approved WSP on the "backers" side and another person on the "lay side" (which may be the Approved WSP or a third party who is also a customer of the Approved WSP) by which a bet or wager is placed in relation to a Victorian Race (or a contingency related to a Victorian Race).

**Business Day** means a day on which trading banks are open in Victoria.

**Commencement Date** means the date of commencement of the Publication and Use Approval set out in Item 3 of the Approval Schedule.

**Complaint** means a written complaint submitted on the pro forma provided on RVL's website in relation to the Approved WSP for an alleged breach of the obligations set out in clause 12.

**Complainant** means a person who submits a Complaint.

**Control** has the meaning given in section 50AA of the *Corporations Act 2001* (Cth).

**Controlled Entities** has the meaning given in clause 4.2.1.

**Customer** means a person who enters a Betting Transaction with the Approved WSP.

**Data Sharing Agreement** means an agreement under which an Approved WSP agrees to provide data or other information about Customers and Betting Transactions to a Sports Integrity Entity.

**Economic Contribution Fee Return Form** means the form approved by RVL and provided to the Approved WSP for the purposes of the Publication and Use Approval.

**Entity** means any body corporate, joint venture (whether incorporated or unincorporated), partnership, trust or individual.

**Expiry Date** means the date of expiry of the Publication and Use Approval set out in Item 4 of the Approval Schedule.

**Fees** means economic contribution fees payable under clause 3.

**Free Bet** has the meaning given in Part D of Schedule 1.

**Fit and Proper Person** is a person who:

- (a) is of good fame, integrity and character;
- (b) has never been convicted of an offence involving fraud or dishonesty or been sentenced to a term of imprisonment;
- (c) is not prohibited by law from being a director of a company; and
- (d) is not a bankrupt.

**Government Identifier** means an identifier that has been assigned to an individual by a government agency or an agent or contracted service provider of a government agency.

**GST** means goods and services tax pursuant to the GST Law.

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

**GST Law** has the meaning given in the GST Act.

**Intellectual Property** means any and all intellectual and industrial property rights and interests in Australia and throughout the world (whether registered or unregistered), whether subsisting now or in the future, including rights of any kind in or relating to:

- (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents, innovation patents (or any similar or analogous rights) or designs, including developments or improvements of equipment, technology, processes, methods or techniques;
- (b) literary works (including compilations), artistic works and any other works and subject matter in which copyright (including future copyright and rights in the nature of or analogous to copyright) may, or may upon creation of the works and subject matter, subsist anywhere in the world;
- (c) registered and unregistered trade marks and service marks, including goodwill in the business concerned in the relevant goods and/or services;
- (d) trade, business or company names;
- (e) confidential information or other proprietary information, technical data, trade secrets and know how; and
- (f) Internet domain names,

and includes:

- (g) any thing, whether tangible or intangible, which incorporates, embodies or is based on; and

- (h) the right to apply for a registration or other intellectual or industrial property or proprietary right in relation to,

any of the things referred to in paragraphs (a) to (f) of this definition.

**Laws** means all laws (including statutes, regulations, ordinances and by-laws) made in Australia relating to:

- (a) wagering; or
- (b) the activities or undertakings of operating a wagering business (including laws pertaining to the privacy of Customers); or
- (c) the carrying on of a business of the type conducted by the Approved WSP or any of its Related Entities,

in any State or Territory of Australia.

**Licence Conditions** means:

- (a) the conditions set out in (or incorporated by operation of any law into) the licence granted to the Approved WSP by its statutory regulator; and
- (b) any further directions, approvals, conditions or requirements lawfully made or imposed from time to time by the statutory regulator in respect of the operation of the Approved WSP under the licence.

**Licensed Persons** means:

- (a) jockeys, riders or apprentice jockeys;
- (b) trainers;
- (c) stable assistants or persons employed by trainers in connection with the training or care of race horses;
- (d) riders' agents;
- (e) farriers;
- (f) persons who carry on the business or vocation of or act as a bookmaker or turf commission agent; and
- (g) officials in connection with the conduct of a Victorian Race or Race Meeting, including Stewards, investigators, betting supervisors, veterinary surgeons, handicappers, judges, starters, clerks of the course, clerks of the scales, barrier attendants and employees, servants and agents of a Victorian race club or RVL,

who have been granted licences, permits, approvals or registration by RVL or a Victorian race club to conduct their respective occupations or functions in accordance with the Rules of Racing in the Victorian thoroughbred racing industry.

**Month** means a calendar month or, where appropriate or relevant, a part of a calendar month.

**Non-Approved WSP** means a wagering service provider (as defined in the Act) to which section 4.2.3A(1) of the Act applies, that does not hold an approval under section 4.2.3C of the Act.

**Non-Public Website** means a website which is only accessible to those persons who identify and authenticate themselves using predetermined credentials such as a username and password.

**Officer**, in relation to an Entity:

- (a) where the Entity is a corporation, has the meaning in section 9 of the *Corporations Act 2001* (Cth);
- (b) where the Entity is an individual, that individual; and
- (c) where the Entity is neither a corporation nor an individual, means:
  - (i) a partner in the partnership if the Entity is a partnership; or
  - (ii) an office holder of the unincorporated association if the Entity is an unincorporated association; or
  - (iii) in every case, a person:
    - A. who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Entity; or
    - B. who has the capacity to affect significantly the Entity's financial standing.

**Payment Period** is the period referred to in Item 6 of the Approval Schedule.

**Prescribed Outcome** means:

- (a) reducing the amount of, or deferring the due date for payment of, any Fee that, but for the operation of the Scheme, would have been payable by the Approved WSP; or
- (b) otherwise not being bound by an obligation under the Publication and Use Approval which, but for the operation of the Scheme, the Approved WSP would be bound.

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

**Publication and Use Approval** means the approval granted to the Approved WSP under section 4.2.3C of the Act, which consists of the Approval Schedule, these conditions and the Special Conditions.

**Publicly Displayed** means to publish, display or otherwise communicate odds to the public generally including, but not limited to, on a website or other internet enabled device that does not require a person to identify himself or herself (for example, by requiring a person to log in or to provide personal information).

**Related Body Corporate** means a company that is a related body corporate, as that term is defined in section 9 of the *Corporations Act 2001* (Cth).

**Related Entity** means, in relation to an Entity (the **First Entity**):

- (a) any Entity which Controls the First Entity;
- (b) any Entity which is Controlled by the First Entity;
- (c) for the avoidance of doubt, all Related Bodies Corporate of the First Entity; or

- (d) any wagering services provider (**White Label Partner**) with which the Approved WSP has entered into an agreement, arrangement, understanding, promise or undertaking to transmit, refer or facilitate the communication of betting transactions to the White Label Partner.

**Relevant Fixed Odds Bet** means a fixed odds bet described in clause 12.1.

**Relevant WSP** means a Victorian licensed wagering service provider or a wagering service provider in another jurisdiction who holds an approval under section 4.2.3C of the Act.

**Retail Outlet** means a commercial or retail venue in which the Approved WSP is authorised under relevant laws to offer or accept bets at such venues, including without limitation, agencies, hotels, pubs, clubs and racecourses.

**Rules of Racing** means the rules of racing lawfully made and adopted by RVL from time to time.

**RVL** means Racing Victoria Ltd, ACN 096 917 930.

**RVL Authorised Officer** means a person:

- (a) identified in Schedule 3; or  
(b) appointed by RVL in accordance with clause 5.6.3,

to the extent not removed under clause 5.6.3.

**Scheme** means:

- (a) any agreement, arrangement, understanding, promise or undertaking, whether express or implied and whether or not enforceable, or intended to be enforceable, by legal proceedings; and  
(b) any scheme, plan, proposal, action, course of action or course of conduct, whether unilateral or otherwise.

**Special Conditions** means the special conditions set out in Item 8 of the Approval Schedule, if any.

**Sports Integrity Entity** means an Entity established by RVL, or with which RVL has entered into binding arrangements, to monitor Betting Transactions to ensure the integrity of Victorian Races, which Entity has in place Appropriate Technical and Procedural Measures.

**Stewards** means persons appointed by RVL to perform the duties and functions of stewards under the Rules of Racing and includes deputy stewards appointed by RVL.

**Totalisator Odds** means odds which are determined or to be determined by the result of the operation of a totalisator on any event.

**Turnover Threshold** has the meaning given in Part D of Schedule 1.

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

**Victorian Race** means a thoroughbred horse race:

- (a) scheduled to be held; or  
(b) held,

in the State of Victoria under the Rules of Racing.

**Victorian thoroughbred race fields** means race fields (as defined in the Act) in relation to Victorian Races.

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## **2. Approval**

### **2.1 Publication and Use Approval**

2.1.1 In accordance with section 4.2.3C of the Act, RVL grants to the Approved WSP an approval to publish, use or otherwise make available Victorian thoroughbred race fields:

- (a) during the Approval Period;
- (b) in the course of business, in Victoria or elsewhere; and
- (c) in the manner specified in Item 7 of the Approval Schedule,

subject to, and on the terms set out in, these conditions and any Special Conditions.

2.1.2 Subject to the Act, at any time RVL may, in its discretion, by notice in writing to the Approved WSP:

- (a) vary the Publication and Use Approval; or
- (b) revoke the Publication and Use Approval.

2.1.3 Without limiting clause 2.1.2, RVL may revoke the Publication and Use Approval in circumstances where:

- (a) the Approved WSP breaches clauses 4.4 or 5.4 of these conditions;
- (b) the Approved WSP breaches any of the provisions of the Publication and Use Approval (other than clause 4.4 or 5.4 of these conditions) and does not cure or otherwise remedy the breach to RVL's reasonable satisfaction within 5 days of receiving a notice from RVL requesting it to cure or remedy the breach;
- (c) the Approved WSP breaches the terms of any Data Sharing Agreement;
- (d) the Approved WSP becomes insolvent or bankrupt;
- (e) the Approved WSP knowingly, recklessly or negligently facilitates a Betting Transaction which is associated with or connected to any activity that causes or may give rise to a breach of the Rules of Racing or which damages the image or reputation of Victorian thoroughbred racing;
- (f) the Approved WSP fails to comply with all applicable Laws;
- (g) any Related Entity of the Approved WSP that publishes, uses or otherwise makes available Victorian thoroughbred race fields fails to comply with any applicable laws or any obligations imposed on that Related Entity by RVL as part of an approval under section 4.2.3C of the Act; or
- (h) any Officer of the Approved WSP ceases to be a Fit and Proper Person.

- 2.1.4 As required under section 4.2.3C(7)(b) of the Act, if RVL revokes the Publication and Use Approval, the notice referred to in clause 2.1.2 must state the reasonable cause for the revocation.
- 2.1.5 Without limiting clause 2.1.2, RVL may vary the Publication and Use Approval in circumstances where the Approved WSP changes its betting products or introduces new betting products which, in RVL's reasonable opinion, are not adequately covered by the Publication and Use Approval.
- 2.1.6 A revocation or variation of the Publication and Use Approval takes effect on the date specified in the written notice from RVL under clause 2.1.2.
- 2.1.7 The expiration, cancellation or variation of the Publication and Use Approval does not prejudice any rights which accrued to RVL prior to the expiration, cancellation or variation.

## **2.2 Approval Period**

The Approval Period commences on the Commencement Date and ends on the Expiry Date, unless earlier revoked or varied in accordance with these conditions.

## **2.3 Ongoing Compliance**

Without limiting the discretion of RVL, RVL may consider the Approved WSP's compliance with a Publication and Use Approval in RVL's consideration of any application by the Approved WSP for approval under section 4.2.3C of the Act for periods after the Expiry Date.

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## **3. Fees**

### **3.1 Economic contribution fees**

The Approved WSP must pay Fees to RVL in relation to the publication, use or making available of Victorian thoroughbred race fields in respect of each Race Meeting on which the Approved WSP accepted Bets during the Approval Period calculated in accordance with Schedule 1.

### **3.2 Payment method and provision of financial information**

- 3.2.1 Within 10 days after the end of each Payment Period, the Approved WSP must:
  - (a) complete an Economic Contribution Fee Return Form in relation to that Payment Period and provide the completed form to RVL together with any supporting information RVL may require; and
  - (b) pay to RVL the aggregate of the Fees calculated by the Approved WSP as payable in respect of the Payment Period using the basis of calculation set out in the Economic Contribution Fee Return Form.
- 3.2.2 If:
  - (a) the Approved WSP has not provided a completed Economic Contribution Fee Return Form to RVL by the end of the period specified in clause 3.2.1;
  - (b) RVL (acting reasonably) forms the opinion that the Fee calculated by the Approved WSP as payable in respect of the Payment Period is incorrect; or
  - (c) RVL forms the view that the Approved WSP has acted contrary to clause 4.3,

RV may issue to the Approved WSP an assessment in writing (**Default Assessment**) of:

- (d) the Fee or Fees that in the opinion of RVL is or are payable by the Approved WSP for that Payment Period (**Default Payment Period**); or
- (e) the Fee or Fees that in the opinion of RVL would have been payable by the Approved WSP in the Default Payment Period but for the breach of clause 4.3 by the Approved WSP,

and such amount (**Default Payment Amount**) will be payable within 10 days of receipt of the Default Assessment (less any amount paid under clause 3.2.1(b) in relation to the Default Payment Period). The Default Assessment constitutes a tax invoice for the purposes of these conditions.

3.2.3 The due date for the Default Payment Amount will be deemed to be the date that payment would have been due under clause 3.2.1 in relation to the Default Payment Period (**Deemed Payment Date**). Interest will accrue in accordance with clause 3.3 for the period between the Deemed Payment Date and the actual date on which RVL receives payment of the Default Payment Amount (after taking into account any amount actually paid under clause 3.2.1(b)).

3.2.4 RVL may, by notice in writing to the Approved WSP:

- (a) allow the Approved WSP a longer period to pay any amount owing in relation to the Approval Period, allow the Approved WSP to pay any such amount in instalments or otherwise vary the payment obligations of the Approved WSP (provided that the period referred to in clause 3.2.1 may not be shortened); or
- (b) allow the Approved WSP such credit, set-off or rebate on or in respect of amounts owing by the Approved WSP,

as RVL may determine in its absolute discretion.

### 3.3 Interest

3.3.1 The Approved WSP must pay RVL interest calculated at the current Reserve Bank of Australia's cash target rate plus 3% per annum on any amounts not received by RVL by the due date for payment or any Deemed Payment Date.

3.3.2 Interest payable under these conditions:

- (a) accrues from day to day on the basis of a 365 day year from the due date for payment or Deemed Payment Date up to, and including, the actual date of payment;
- (b) accrues before and, as an additional obligation, after any judgment, decree or order into which the liability to pay any amount under these conditions becomes merged; and
- (c) may be capitalised by RVL at monthly intervals.

### 3.4 Provision of information

3.4.1 The Approved WSP must maintain all accounts and records (including financial records and wagering records) as are reasonably necessary to enable RVL to review, monitor or verify compliance with the Publication and Use Approval and all amounts payable to RVL in accordance with clause 3.1.

- 3.4.2 The Approved WSP must:
- (a) provide all information that RVL requires in relation to the performance by the Approved WSP of its obligations under the Publication and Use Approval;
  - (b) provide RVL with full access to any accounts and records referred to in clause 3.4.1 at such times and locations as reasonably requested by RVL; and
  - (c) allow RVL to take copies of any accounts and records referred to in clause 3.4.1.
- 3.4.3 Without limiting clause 3.4.2, the Approved WSP must provide to RVL in the media (hard copy or electronic), by the method and at the time or times requested by RVL, all information relating to Betting Transactions (including amounts paid to Customers in relation to those Betting Transactions, Bet Backs and Free Bets) on a race-by-race, venue-by-venue and day-by-day basis in the form available for downloading on the RVL website (as that form is amended by RVL from time to time).

### 3.5 Audit

- 3.5.1 Within 90 days after the end of the Approval Period, the Approved WSP must provide to RVL:
- (a) a certificate from the Approved WSP's auditor confirming that the Fees paid by the Approved WSP to RVL during the Approval Period were in accordance with the Publication and Use Approval; or
  - (b) if the Approved WSP's Aggregated Assessable Turnover for the Approval Period was less than the Turnover Threshold, a statutory declaration duly made by an Officer of the Approved WSP declaring that the Fees paid by the Approved WSP to RVL during the Approval Period were in accordance with the Publication and Use Approval.
- 3.5.2 RVL may, in its absolute discretion, waive the requirement under clause 3.5.1 in respect of any Approval Period.
- 3.5.3 RVL will have the right to require, at any time during or after an Approval Period, that any accounts and records referred to in clause 3.4.1 be audited by an auditor nominated by RVL (**RVL Auditor**) to verify or confirm amounts payable to RVL in accordance with the Publication and Use Approval.
- 3.5.4 RVL must give written notice to the Approved WSP that it requires an audit under this clause 3.5.
- 3.5.5 The Approved WSP must provide the RVL Auditor with:
- (a) full access to any accounts and records referred to in clause 3.4.1 and any other documents in the Approved WSP's power, possession or control in a timely manner and within no more than 21 days of a request having been made, and allow the auditor to take copies of those accounts, records or documents for the purpose of the audit;
  - (b) access to the Approved WSP's premises during normal business hours where at least 24 hours' notice has been given; and
  - (c) such other assistance, including making staff available in a timely manner and at least within 48 hours of a request having been made (exception will be made where staff are legitimately unavailable due to being on annual, sick or other leave) to provide information, explanations or answers to questions, as the RVL

Auditor may request for the purpose of an audit under this clause 3.5. For the avoidance of doubt, the fact that information may be commercially sensitive or otherwise confidential is not a basis for declining to provide that information to the RVL Auditor under this clause 3.5.

- 3.5.6 A RVL Auditor conducting an audit under this clause 3.5 will be subject to the same confidentiality obligations as apply to RVL under clause 5.7.
- 3.5.7 Following receipt by RVL of the final written report in respect of an audit conducted under this clause 3.5, RVL will notify the Approved WSP in writing whether the audit identified any increase in the amounts payable to RVL in accordance with the Publication and Use Approval compared to the amounts which the Approved WSP has previously notified RVL that the Approved WSP calculates as being the amount payable.
- 3.5.8 If, following an audit under this clause 3.5, the amount payable to RVL in accordance with the Publication and Use Approval (**Audited Amount**) is found to be greater than the amounts which the Approved WSP has previously notified RVL that the Approved WSP calculates as being the amount payable (**Notified Amount**):
- (a) the Approved WSP must reimburse RVL for all costs and expenses of the audit; and
  - (b) RVL may issue a Default Assessment under clause 3.2.3 for the difference between the Audited Amount and the Notified Amount.
- Amounts payable under clauses 3.5.8(a) and 3.5.8(b) are payable within 10 days of receipt of a tax invoice from RVL.
- 3.5.9 In addition to the Approved WSP's obligations, and RVL's rights under clause 3.5.3, RVL may, by prior written notice to the Approved WSP, require the Approved WSP to provide an RVL Authorised Offer with access to records and documents in the possession or control of the Approved WSP, to confirm the Approved WSP's compliance with:
- (a) the Publication and Use Approval, including under clause 4.4; and
  - (b) any other obligations in connection with Betting Transactions imposed by law.

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#### **4. Approved WSP's obligations**

##### **4.1 Notification of change of circumstance**

The Approved WSP must promptly disclose to RVL any change in circumstances relating to matters that were advised by it to RVL in its application for the Publication and Use Approval, including:

- 4.1.1 if the Approved WSP becomes insolvent or a bankrupt;
- 4.1.2 if any Officer of the Approved WSP ceases to be a Fit and Proper Person; or
- 4.1.3 if the Approved WSP proposes to enter into a Betting Intermediary Arrangement (and any such disclosure must contain a copy of, or full details of, the proposed Betting Intermediary Arrangement and such other information as RVL may require).

## **4.2 Compliance by Approved WSP's Related Entities**

- 4.2.1 The Approved WSP must procure that any Entity which it Controls (including any Entity incorporated, constituted or operating outside of Australia) (**Controlled Entities**) that publishes, uses or makes available Victorian thoroughbred race fields in the course of carrying on a business as a wagering service provider:
- (a) applies to RVL for approval to use Victorian thoroughbred race fields in accordance with section 4.2.3C of the Act;
  - (b) complies with all Laws; and
  - (c) unless RVL in its discretion has provided any waiver, complies with any other obligations imposed on the Controlled Entity by RVL as part of its approval under section 4.2.3C of the Act, including the payment of the required economic contribution fee.
- 4.2.2 The Approved WSP must use its reasonable endeavours to ensure that all information that is requested by RVL in relation to the publication, use or making available of Victorian thoroughbred race fields by any of its Related Entities (including any Related Entities incorporated, constituted or operating outside of Australia) is provided to RVL on a timely basis.

## **4.3 Anti-avoidance**

The Approved WSP will not enter into, commence to carry out, carry out or otherwise give effect to a Scheme in circumstances where the sole or dominant purpose of the Approved WSP in doing so is to achieve a Prescribed Outcome.

## **4.4 Non-Approved WSPs and Betting Intermediaries**

An Approved WSP must not:

- 4.4.1 place a betting transaction on a Victorian Race with a Non-Approved WSP;
- 4.4.2 accept a betting transaction on a Victorian Race that is placed by a Non-Approved WSP;
- 4.4.3 enter into any other agreement, arrangement, understanding, promise or undertaking in relation to, or in connection with, the carrying on of their business as a wagering service provider with any person who is a Non-Approved WSP;
- 4.4.4 accept a betting transaction from, or facilitated by, a Betting Intermediary other than under or pursuant to an Approved Betting Intermediary Arrangement; or
- 4.4.5 enter into, or give effect to, any Betting Intermediary Arrangement unless the Approved WSP has made the disclosure contemplated by clause 4.1.3 and RVL has notified the Approved WSP in writing that it has approved the relevant Betting Intermediary Arrangement.

## **4.5 Use of Approved Suppliers**

It is a condition of the Publication and Use Approval that all Victorian thoroughbred race fields used or published by the Approved WSP are supplied by an Approved Supplier.

#### **4.6 Publication of Victorian Thoroughbred Race Fields**

The Approved WSP will not publish Victorian thoroughbred race fields or otherwise use Victorian thoroughbred race fields on, or in connection with, any Non-Public Website owned or controlled by the Approved WSP without the consent of RVL (which may be subject to conditions).

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### **5. Integrity related requests for information**

#### **5.1 Requests by RVL for information from time to time**

From the Commencement Date, RVL may request the Approved WSP to provide to RVL from time to time (and in the format requested by RVL):

- 5.1.1 records or documents in the possession or control of the Approved WSP (excluding bank account details, credit card details and government identifiers) relating to Betting Transactions of Customers;
- 5.1.2 the names, contact details and similar identifying information in the possession or control of the Approved WSP relating to Customers who have entered into Betting Transactions; and
- 5.1.3 without limiting clauses 5.1.1 and 5.1.2, information in the possession or control of the Approved WSP in relation to Betting Transactions of Customers with respect to races to be conducted at Victorian metropolitan race meetings from the time that the relevant Betting Transactions are entered into by the Approved WSP on such races.

For the purposes of this clause 5.1, the meaning of 'in the possession or control of the Approved WSP' includes any record or document to which the Approved WSP has access to arising from, or in relation to, any merger with or acquisition of another Entity's customer database by the Approved WSP before or during the Approval Period.

#### **5.2 Requests by RVL for information on an ongoing basis**

- 5.2.1 Where RVL and the Approved WSP agree that RVL has in place Appropriate Technical and Procedural Measures, RVL may request the Approved WSP to provide information of a kind referred to in clause 5.1 on an ongoing basis.
- 5.2.2 For the purposes of clause 5.2.1, the Approved WSP will:
  - (a) not unreasonably withhold its agreement; and
  - (b) co-operate with RVL in good faith for the purpose of developing and agreeing upon the Appropriate Technical and Procedural Measures.

#### **5.3 Requests by RVL for access to information in real time**

- 5.3.1 Where RVL and the Approved WSP agree that RVL has in place Appropriate Technical and Procedural Measures, RVL may request the Approved WSP to provide access to information of a kind referred to in clause 5.1 in real time.
- 5.3.2 For the purposes of clause 5.3.1, the Approved WSP will:
  - (a) not unreasonably withhold its agreement; and

- (b) co-operate with RVL in good faith for the purpose of developing and agreeing upon the Appropriate Technical and Procedural Measures.

#### **5.4 Compliance by the Approved WSP**

- 5.4.1 The Approved WSP agrees, subject only to compliance with Privacy Laws to comply promptly with a request received from RVL under this clause 5 and in any event by no later than the end of the second Business Day after the date on which a request is received from RVL.
- 5.4.2 The Approved WSP agrees that it will do all things necessary or desirable, including, for the avoidance of doubt, gaining consent from its customers or modifying or updating any relevant collection statement or privacy policy, to enable the Approved WSP to supply the information required or contemplated by this clause 5.
- 5.4.3 The Approved WSP will, on request by RVL, enter into a Data Sharing Agreement with a Sports Integrity Entity.

#### **5.5 Procedures**

A request made by RVL in accordance with this clauses 5.1, 5.2, or 5.3 must comply with the following procedures:

- 5.5.1 the request must be made by an RVL Authorised Officer to an Approved WSP Authorised Officer and must set out the information required and state the purposes for which the information will be used; and
- 5.5.2 the request should be made in writing (including electronic communication); however, in circumstances where a written request is not practicable, an RVL Authorised Officer may make the request by telephone or in person to an Approved WSP Authorised Officer and, in those circumstances, the RVL Authorised Officer must provide to the Approved WSP Authorised Officer written confirmation of the request prior to any information being disclosed.

#### **5.6 Authorised Officers**

- 5.6.1 The RVL Authorised Officers are the persons described in Schedule 3.
- 5.6.2 The initial Approved WSP Authorised Officers shall be the persons advised to RVL in the Approved WSP's application for the Publication and Use Approval.
- 5.6.3 RVL may by notice in writing to the Approved WSP remove or appoint persons as RVL Authorised Officers.
- 5.6.4 The Approved WSP may by notice in writing to RVL remove or appoint persons as the Approved WSP Authorised Officers.

#### **5.7 Confidential information**

- 5.7.1 All requests by RVL under clause 5.1 shall be kept strictly confidential and shall not be divulged by RVL or the Approved WSP to any third party except:
  - (a) where required by law;
  - (b) where expressly permitted by these conditions; or
  - (c) with the prior written consent of the Approved WSP or RVL (as the case may be).

- 5.7.2 Subject to clause 5.9, all information and/or documentation provided by the Approved WSP in accordance with a request made by RVL in accordance with this clause 5 shall be kept strictly confidential by RVL and shall be used and processed by RVL only in accordance with:
- (a) these conditions;
  - (b) applicable Laws; and
  - (c) RVL's internal procedures for handling personal information, as set out in Schedule 2 to these conditions.

## **5.8 Use of information**

RVL will only use the information disclosed by the Approved WSP to RVL in accordance with this clause 5 for the following purposes:

- 5.8.1 to verify the Approved WSP's compliance with the Publication and Use Approval;
- 5.8.2 the detection by RVL of breaches of the Rules of Racing;
- 5.8.3 the investigation by RVL of possible or suspected breaches of the Rules of Racing;
- 5.8.4 the conduct of enquiries by RVL with relevant persons to gather evidence or information from them for assessment by RVL as to whether there may have been a breach of the Rules of Racing;
- 5.8.5 the charging of persons with offences in relation to alleged breaches of the Rules of Racing;
- 5.8.6 the prosecution of persons charged with breaches of the Rules of Racing under the processes provided for in the Rules of Racing and the *Racing Act 1958* (Vic), including the presentation of evidence before the Racing Appeals and Disciplinary Board, the Victorian Civil and Administrative Tribunal and any other body, tribunal or court of competent jurisdiction;
- 5.8.7 the provision of information and/or assistance by RVL to Victoria Police or the Australian Federal Police in relation to suspected corruption in the running of a Victorian Race or Victorian Races; and
- 5.8.8 in any proceedings arising out of, or in connection with, the Publication and Use Approval or any other legal or dispute resolution proceedings involving RVL and the Approved WSP (whether those proceedings relate to an approval under section 4.2.3C of the Act, any Intellectual Property or any other matter).

## **5.9 Disclosure of information**

Notwithstanding clause 5.7, or any other condition, RVL will be entitled to disclose information and documentation received from the Approved WSP under this clause 5:

- 5.9.1 where it is reasonable to do so for any of the purposes outlined in clause 5.8, provided that RVL informs the Approved WSP of such disclosure as soon as practicable but in any case not exceeding 3 Business Days from the date of disclosure;
- 5.9.2 on a confidential basis, to a RVL Auditor appointed to conduct an audit under these conditions;

- 5.9.3 to law enforcement agencies and other government regulatory agencies as required by law;
- 5.9.4 to Victoria Police or the Australian Federal Police on a confidential basis, where Victoria Police or the Australian Federal Police are conducting an investigation in relation to suspected corruption in the running of a Victorian Race or Victorian Races;
- 5.9.5 to another Principal Racing Authority (**PRA**) on a confidential basis, where that PRA is conducting an investigation or inquiry in relation to suspected integrity breaches which may involve a Licensed Person and/or a Victorian Race or Victorian Races in addition to a race or races in that PRA's jurisdiction;
- 5.9.6 to the Victorian Commission for Gambling and Liquor Regulation, the Office of Racing Integrity Commissioner or any other integrity related body recognised under Victorian legislation, where that body is conducting an investigation or inquiry in relation to suspected integrity breaches which may involve a Licensed Person and/or a Victorian Race, or where that body is otherwise conducting a review in accordance with its statutory powers;
- 5.9.7 to other bodies or persons, where:
  - (a) such bodies or persons have signed a confidentiality agreement incorporating the provisions set out in clause 5.7.2;
  - (b) the Approved WSP has been given no less than 3 Business Days' notice of RVL's intention to make the disclosure; and
  - (c) the Approved WSP consents to the disclosure, which consent is not to be unreasonably withheld; and
- 5.9.8 to the public, where:
  - (a) the information or documentation is in the public domain other than due to a breach of an obligation of confidence; or
  - (b) a person has been charged with or convicted of an offence that took place under the Rules of Racing and:
    - (i) the information so disclosed is relevant to the charge or conviction;
    - (ii) the Approved WSP has been given notice of RVL's intention to make the disclosure; and
    - (iii) disclosure is reasonable in all of the circumstances.

## **5.10 Return of information**

- 5.10.1 At the request of the Approved WSP, and subject to all applicable laws, RVL must deliver up to the Approved WSP or destroy all information provided by the Approved WSP under this clause 5 that is not the subject of, or does not relate to, any investigation, enquiry or prosecution where in the reasonable opinion of RVL the information or documentation is no longer required by RVL for any purpose set out in clause 5.8, save that RVL may retain a copy of information if required by law or if necessary to comply with proper regulatory obligations.
- 5.10.2 RVL will notify the Approved WSP within 14 days of the completion of any investigation, enquiry or prosecution under the Rules of Racing that involves or

relates to information provided by the Approved WSP in accordance with these conditions.

#### **5.11 Information disclosed by the Approved WSP at its initiative**

- 5.11.1 Despite anything else to the contrary in these conditions, the Approved WSP may provide, from time to time, information and documentation to RVL, which the Approved WSP considers falls within the categories referred to in clause 5.1. RVL agrees to treat any information and documentation provided by the Approved WSP as if a formal request had been made by RVL in accordance with these conditions.
- 5.11.2 Where any other condition provides for a request for information in relation to Betting Transactions to be made by RVL, or for the provision of information in relation to Betting Transactions from the Approved WSP to RVL, such request or provision is subject to the requirements of this clause 5.

#### **5.12 Information relating to compliance matters**

The Approved WSP will disclose to RVL and RVL will keep confidential in accordance with these conditions all details relating to:

- 5.12.1 any report or statement provided to any regulatory or law enforcement agency by the Approved WSP which relates to any:
  - (a) suspected breach of law or breach of the Rules of Racing by any person relating to Betting Transactions; or
  - (b) non-compliance by the Approved WSP with the Licence Conditions where such non-compliance may result in suspension or termination of the licence; and
- 5.12.2 any request for information made to the Approved WSP by any regulatory or law enforcement agency which relates to any:
  - (a) suspected breach of law or breach of the Rules of Racing by any person relating to Betting Transactions; or
  - (b) non-compliance by the Approved WSP with the Licence Conditions where such non-compliance may result in suspension or termination of the licence.

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### **6. The detection and prevention of misconduct**

The Approved WSP will:

- 6.1 take reasonable steps to prevent use of its wagering services in breach of the Rules of Racing;
- 6.2 promptly notify the Stewards of any suspicious Betting Transaction of which it is aware prior to a Victorian Race being run and within 2 Business Days of any such notification provide the Stewards with details of the Approved WSP's internal investigation with respect to the suspicious Betting Transaction;
- 6.3 in addition to any notification pursuant to clause 6.2, at any time that the Approved WSP becomes aware of any suspicious Betting Transaction, notify the Stewards within 2 Business Days of the Approved WSP becoming aware of any suspicious Betting Transaction and promptly provide the Stewards with details of the Approved WSP's internal investigation with respect to the suspicious Betting Transaction; and

- 6.4 when requested by RVL, inform RVL of and provide details in respect of any Betting Transactions on a particular Victorian Race conducted by a Customer who is a Licensed Person, provided that RVL has first provided the Approved WSP with the name of such Licensed Person.
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## **7. Co-operation in relation to Customers and Stewards**

### **7.1 Inquiries**

The Approved WSP will not disclose to a Customer the fact that the Customer is or may be the subject of an inquiry or investigation conducted by Stewards or any other person, without the prior approval of the Stewards.

### **7.2 Suspension of Customers**

The Approved WSP will consider, on a case-by-case basis, whether it is appropriate to suspend the activity of a particular Customer in circumstances where that Customer has unreasonably refused to co-operate with a request by Stewards in relation to an inquiry or investigation properly conducted under the Rules of Racing.

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## **8. Identification of Customers**

### **8.1 Verification procedure**

- 8.1.1 The Approved WSP will ensure that the identity and address of all existing Customers of the Approved WSP will be verified in accordance with the requirements of the Licence Conditions and with reasonable “know your customer” procedures.
- 8.1.2 Where requested to do so by RVL in relation to a particular Customer, the Approved WSP shall take such further steps as are reasonable in the circumstances to identify that Customer.
- 8.1.3 Nothing in clause 8.1.1 requires the Approved WSP to verify again the identity of those Customers who have already been verified as required in this clause as at the Commencement Date.
- 8.1.4 The Approved WSP will during the Approval Period verify the identity of all Customers registering after the Commencement Date in accordance with clause 8.1.1.

### **8.2 Audit**

The Approved WSP will take reasonable steps to audit the accuracy of its register of Customers from time to time or as may be reasonably required by RVL in relation to particular Customers that are the subject of a request by RVL under clause 5.

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## **9. Corporate Customers**

### **9.1 Generally**

- 9.1.1 The Approved WSP will take reasonable steps to identify all natural persons who are directors or material shareholders in the Approved WSP's non-listed corporate Customers and of any Entity that Controls any such non-listed corporate customers (where applicable).

- 9.1.2 For the purposes of this clause, “material shareholders” are persons or entities who own or control 25% or more of the issued shares in the relevant company.

## **9.2 Corporation’s controllers**

The Approved WSP will treat the material shareholders and directors of its corporate Customers as if they were Customers in their own right for the purpose of assisting RVL to enforce the Rules of Racing in relation to Victorian Races in accordance with these conditions and to disclose the information of those persons as required by clause 5.

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## **10. Exclusion of certain persons**

Where:

- 10.1 a Customer is warned-off, disqualified or otherwise excluded from race-courses under the Rules of Racing, or the equivalent rules of another racing jurisdiction; and

- 10.2 RVL has notified the Approved WSP of the identity of the Customer,

the Approved WSP will, where the warning-off, disqualification or exclusion relates to an integrity or probity issue, take all necessary measures to prevent the said Customer entering a Betting Transaction with the Approved WSP on Victorian Races after the Commencement Date.

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## **11. Bet types**

### **11.1 Approval for bet types**

- 11.1.1 RVL’s approval for the Approved WSP to publish and use Victorian thoroughbred race fields applies only with respect to the Approved WSP offering the bet types on Victorian Races as described in Schedule 4.

- 11.1.2 The Approved WSP will not:

- (a) publish and use Victorian thoroughbred race fields in respect of any bet type not referred to in clause 11.1.1; or
- (b) accept bets on a Victorian Race in relation to a bet type not referred to in clause 11.1.1,

unless the Approved WSP has first informed and consulted with RVL in respect of the bet type it proposes to introduce.

- 11.1.3 Notwithstanding clause 11.1.2, in the case of bet types not referred to in clause 11.1.1 which allow a Customer to directly profit from the poor performance of a horse, the Approved WSP will not:

- (a) publish and use Victorian thoroughbred race fields in respect of such bet type; or
- (b) accept bets on a Victorian Race in relation to such bet type,

unless the Approved WSP has first obtained the written approval of RVL to publish and use Victorian thoroughbred race fields in respect of the bet type it proposes to introduce.

11.1.4 In this clause 11, “publish” means publish or disseminate, or cause to be published or disseminated, in any form or by any method of communication.

## 11.2 Tote odds betting

The Approved WSP may only offer bets at Totalisator Odds in respect of Victorian Races for which off-course totalisator betting is conducted by the licensee within the meaning of Chapter 4 of the Act.

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## 12. Minimum Betting Limits

12.1 Subject to clause 12.3, the Approved WSP is required to accept a fixed odds bet in the categories described in the table below at odds that are Publicly Displayed by the Approved WSP for any Victorian Race up to the maximum amounts for the Approved WSP to lose as specified in the table below:

Race Type	Bet Type
Metropolitan Victorian Thoroughbred Race	In any one Win, Win/Place or Each-way bet: to lose \$2,000
	In any one Place bet: to lose \$800
Non-metropolitan Victorian Thoroughbred Race	In any one Win, Win/Place or Each-way bet: to lose \$1,000
	In any one Place bet: to lose \$400

## 12.2 Compliance by an Approved WSP

12.2.1 The Approved WSP must not do any act or refuse to do any act to avoid complying (either in whole or in part) with clause 12.1, including but not limited to by:

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

## 12.3 Exclusions

12.3.1 The Approved WSP is not required to comply with its obligations under clauses 12.1 or 12.2.1 if at the time of the Betting Transaction in relation to a Relevant Fixed Odds Bet:

- (a) the customer is not domiciled in Australia;
- (b) the bet is a Betting Transaction on a Betting Exchange;
- (c) the person has not provided the Approved WSP with sufficient funds to pay for the Relevant Fixed Odds Bet;

- (d) the bet with the Approved WSP is placed prior to 9am (Victorian time) on the day of the relevant Victorian Race, or 2pm (Victorian time) for a Victorian Race conducted at a night race meeting;
- (e) the bet forms part of a multi-bet placed with the Approved WSP;
- (f) the bet is a retail betting transaction placed in a Retail Outlet;
- (g) the Approved WSP has already accepted a Relevant Fixed Odds Bet or number of Relevant Fixed Odds Bets of the same bet type up to the relevant limit in clause 12.1 on that horse from the person;
- (h) where there has been a change in the Victorian Official Price or the Approved WSP's Publicly Displayed Price has changed prior to the Relevant Fixed Odds bet being confirmed, the Approved WSP is not compelled to accept a Relevant Fixed Odds Bet at the pre-changed price;
- (i) where the person is acting as agent or nominee for a third party and the person placing the bet will not be beneficially entitled to the whole of the proceeds of the Relevant Fixed Odds Bet with the Approved WSP;
- (j) the Approved WSP has refused to accept a Relevant Fixed Odds Bet or done an other act or refused to do any act referred to in clause 12.2.1 due to:
  - (i) the person being warned off or disqualified under the Rules of Racing;
  - (ii) the person having previously engaged in fraudulent activity;
  - (iii) the person is on a relevant gambling self-exclusion register;
  - (iv) the person having previously breached a material condition of that person's agreement with the Approved WSP, unless the dominant purpose of such condition is to avoid complying with clause 12.1 or the material condition is determined by RVL (in its absolute discretion) to be an unreasonable condition;
  - (v) the Approved WSP being unable to accept any bet (or the Relevant Fixed Odds Bet) from the person by operation of any Laws, including but not limited to *The Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) or any responsible gambling legislation.
  - (vi) there being systematic multiple identical Relevant Fixed Odds Bets from related/connected parties and/or from the same IP address;
  - (vii) a person placing a Relevant Fixed Odds Bet from, or a Relevant Fixed Odds Bet is received from, a proxy server;
  - (viii) the Relevant Fixed Odds Bet being a promotional bet, including a bonus bet or free bet (whether in part or in whole), where the customer has not provided the full payment for the stake;
  - (ix) the Approved WSP reasonably suspecting that the person placing the Relevant Fixed Odds Bet is not the beneficial owner of the bet or the account is being used in violation of the Approved WSP's account terms and conditions, where the suspicion can be reasonably validated by the Approved WSP through public records, IP tracking, unique device tracking or some other verifiable process or source;

- (x) unauthorised scraping of a Relevant WSP's website;
- (xi) the Relevant Fixed Odds Bets being placed by employees/associates (and/or their associates) of an Approved WSP where there is a reasonably held belief by the Approved WSP that the bet is based on betting information (including, but not limited to, betting trends and bets placed with that Approved WSP) that is not publicly available;
- (xii) the Relevant Fixed Odds Bets being placed by or on behalf of a Relevant WSP where there is a reasonably held belief by the Approved WSP that the bet is based on betting information (including, but not limited to, betting trends and bets placed with that Relevant WSP) that is not publicly available and, further, that the bet is not a Bet Back;
- (xiii) the Relevant Fixed Odds Bet being contrary to the Rules of Racing, Laws or these conditions;
- (xiv) any other reason that in RVL's opinion raises serious integrity concerns;
- (xv) any other reason as published by RVL on its website from time to time; or
- (xvi) the person having been restricted to betting via a specified platform (e.g. telephone) arising from reasonably held concerns by the Approved WSP as to robotic or systematic use via other platforms/channels.

**12.4 Approved WSP to fully cooperate with RVL in its investigation and determination of a complaint**

- 12.4.1 The Approved WSP must provide RVL with all information that RVL requests for the purposes of its investigation and determination of a Complaint.
- 12.4.2 The Approved WSP agrees, subject only to compliance with laws relating to privacy or data protection, to use its best endeavours to comply promptly with a request received from RVL under clause 12.4.1.
- 12.4.3 RVL agrees to provide any relevant information provided to RVL by the Complainant to the Approved WSP against whom a Complaint has been made.
- 12.4.4 All requests by RVL under clause 12.4.1 shall be kept strictly confidential and shall not be divulged by RVL to any third party (other than the Complainant) except:
  - (a) where required by law;
  - (b) where expressly permitted by these conditions;
  - (c) with the prior written consent of the Approved WSP and the Complainant; or
  - (d) where a Complainant has submitted one or more separate complaints against other Approved WSPs which are consistent with the Complaint, RVL may provide non-specific information, subject to compliance with laws relating to privacy or data protection, to assist Approved WSPs to respond to the Complainant consistently.
- 12.4.5 RVL's obligations under clause 12.4.4 do not apply where the confidential information has been made public through no fault of RVL.

## 12.5 **Determination by RVL for non-compliance**

- 12.5.1 RVL will provide an Approved WSP against whom a Complaint has been made written notice giving the Approved WSP an opportunity to make written submissions to RVL in relation to the Complaint within 14 days.
- 12.5.2 The Approved WSP agrees RVL's determination to uphold any Complaint is final and binding on the Approved WSP.

## 12.6 **Consequences for non-compliance**

- 12.6.1 Where, in relation to a Complaint that has been upheld by RVL and RVL has determined that the Approved WSP has failed to comply with its obligations under this clause 12, RVL may in its discretion:
- (a) notify the Approved WSP with regard to its Minimum Bet Limit obligations;
  - (b) reprimand the Approved WSP;
  - (c) issue a letter of rectification which may include a direction to the Approved WSP to rectify within a specified time any matter giving rise to the Complaint; and/or
  - (d) order the Approved WSP to make financial compensation or restitution of a specified amount to the Complainant with respect to the Complaint that has been upheld by RVL.
- 12.6.2 The rights of RVL under clause 12.6.1 are in addition to, or without limitation to, the rights of RVL at law or under the Publication and Use Approval.
- 12.6.3 Where an Approved WSP receives a notice, declaration, suspension, revocation or order from RVL under clause 12.6.1, the Approved WSP will promptly take all necessary steps to address and comply with such notice, declaration, suspension, revocation or order as is required by RVL and will keep RVL advised of its progress.

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## 13. **GST**

### 13.1 **Amounts exclusive of GST**

- 13.1.1 Unless expressly included, the consideration for any supply under or in connection with the Publication and Use Approval does not include GST.
- 13.1.2 To the extent that any supply under or in connection with the Publication and Use Approval is a taxable supply and GST is not expressly included in the consideration, the recipient must pay, in addition to the consideration provided under the Publication and Use Approval for that supply an amount (**additional amount**) equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.

### 13.2 **Tax invoice**

RVL will issue a tax invoice to the Approved WSP for any supply made by RVL to the Approved WSP under the Publication and Use Approval.

### **13.3 Registration**

The Approved WSP represents and warrants that it is registered for the purposes of GST Law.

### **13.4 Reimbursements**

13.4.1 If either RVL or the Approved WSP is entitled under the Publication and Use Approval to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with the Publication and Use Approval, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the party being reimbursed or indemnified.

13.4.2 If an adjustment event occurs in relation to a taxable supply under the Publication and Use Approval, RVL must provide an adjustment note to the Approved WSP within 7 days of becoming aware of the adjustment and any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

### **13.5 Interpretation**

Words and meanings used in this clause 13 which have a defined meaning in the GST Law have the same meaning in clause 13 as in the GST Law unless the context indicates otherwise.

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## **14. Interpretation**

In these conditions:

14.1.1 headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

14.1.2 an obligation or a liability assumed, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

14.1.3 "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

14.1.4 a reference to a party includes that person's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

14.1.5 a reference to a document (including these conditions) is to that document as varied, novated, ratified or replaced from time to time;

14.1.6 a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

14.1.7 a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;

14.1.8 a reference to a clause, exhibit, schedule, attachment or annexure is a reference to a clause, exhibit, schedule, attachment or annexure to or of these conditions, and reference to these conditions includes any exhibit, schedule, attachment or annexure to them;

- 14.1.9 if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 14.1.10 "includes" in any form is not a word of limitation; and
- 14.1.11 a reference to "\$" is to Australian currency.

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**15. General**

**15.1 Notices**

- 15.1.1 Any notice or other communication in relation to matters provided for in these conditions:
- (a) must be in legible writing and in English:
  - (b) addressed as shown below:
    - (i) if to the Approved WSP, at the address set out in Item 2 of the Approval Schedule or such other address as the Approved WSP may nominate in writing to RVL provided that the other address includes a postal address, an office address and an e-mail address to be used for notices to the Approved WSP;
    - (ii) if to RVL:
      - A. in relation to any matter under clause 5 of these conditions, to Dayle Brown, General Manager Integrity Services at:  
  
*Post: 400 Epsom Road, Flemington, Vic 3031*  
*Email: d.brown@racingvictoria.net.au*  
*Phone: 03 9258 4771*
      - B. in relation to all other matters, to Sam Prendergast, Manager Wagering Services, at:  
  
*Post: 400 Epsom Road, Flemington, Vic 3031*  
*Email: s.prendergast@racingvictoria.net.au*  
*Phone: 03 9258 4637*
  - (c) is regarded as being given by the sender and received by the addressee:
    - (i) if by delivery in person, when delivered to the addressee;
    - (ii) if by e-mail, on delivery to the addressee; or
    - (iii) if by post, on delivery to the addressee; or
    - (iv) if by facsimile transmission, when legibly received by the addressee,but if the delivery or receipt is on a day which is not a Business Day or is after 5pm (addressee's time) it is regarded as received at 9am on the following Business Day; and

- (d) can be relied upon by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.

15.1.2 A facsimile transmission is regarded as legibly received unless the addressee telephones the sender within 2 hours after transmission is received or regarded as received under clause 15.1.1(c) and informs the sender that it is not legible.

## **15.2 Governing law**

The Publication and Use Approval is governed by, and must be construed in accordance with, the laws of Victoria.

## **15.3 Prohibition and enforceability**

15.3.1 Any provision of, or the application of any provision of, these conditions or any right, power, authority, discretion or remedy which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

15.3.2 Any provision of, or the application of any provision of, these conditions which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

## **15.4 Waiver**

15.4.1 Waiver of any right under these conditions or arising from a breach of these conditions or of any right, power, authority, discretion or remedy under these conditions or arising upon default under these conditions must be in writing and signed by the party granting the waiver.

15.4.2 A failure or delay in exercise, or partial exercise, of:

- (a) a right under these conditions or arising from a breach of these conditions; or
- (b) a right, power, authority, discretion or remedy under these conditions or created or arising upon default under these conditions,

does not result in a waiver of that right, power, authority, discretion or remedy.

15.4.3 The Approved WSP is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy of RVL arising under these conditions or from a breach of these conditions or on a default under these conditions as constituting a waiver of that right, power, authority, discretion or remedy.

15.4.4 The Approved WSP may not rely on any conduct of RVL as a defence to exercise of a right, power, authority, discretion or remedy by RVL.

## **15.5 Survival**

Without limiting the survival of any other clauses which would be construed as surviving the expiration or cancellation of the Publication and Use Approval:

15.5.1 the rights of RVL to receive amounts payable to it under the Publication and Use Approval; and

15.5.2 the rights of RVL and the obligations of the Approved WSP under clauses 3.1, 3.2, 3.3, 3.4, 3.5 and 5.4,

survive the expiration or cancellation of the Publication and Use Approval.

## **15.6 Relationship between parties**

- 15.6.1 The Approved WSP does not have (and nothing in these conditions confers) any authority to bind RVL or to enter into any agreement or commitment for or on behalf of RVL or to incur any liability or obligation on behalf of RVL. These conditions do not create a relationship of employer and employee, principal and agent, partnership or joint venture between the Approved WSP and RVL.
- 15.6.2 During the Approval Period, RVL will not require the Approved WSP to enter into a separate copyright licence or pay a separate copyright licence fee to the extent that the Approved WSP publishes, uses or otherwise makes available the Victorian thoroughbred race fields for the purpose and within the scope permitted by these conditions.
- 15.6.3 The Publication and Use Approval is personal to the Approved WSP and may not be assigned, sub-licensed or delegated and the Approved WSP may not authorise any other person to publish, use or otherwise make available Victorian thoroughbred race fields.
- 15.6.4 For the avoidance of doubt, the granting of the Publication and Use Approval does not confer on the Approved WSP any right, title, interest or licence in relation to any Intellectual Property in any Victorian thoroughbred race fields, any other racing information or any wagering information (including the Australian Prices Network).

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## Schedule 1                      Economic Contribution Fee

### **PART A – Calculating the Fees for a Race Meeting**

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#### **1.            Aggregated Assessable Turnover - Parimutuel Bets and Non-parimutuel Bets**

- 1.1            On the day of the Race Meeting, is the Aggregated Assessable Turnover of the Approved WSP greater than the Turnover Threshold?
- 1.1.1        **Yes** – Continue to paragraph 2.
- 1.1.2        **No** –
- (a)    Calculate the **Assessable Turnover** for the Race Meeting in accordance with paragraphs 3.1, 4.2.1 or 4.2.3 (as applicable depending on the type of Betting Transactions offered on the Race Meeting).
- (b)    The Fee payable for the Race Meeting in relation to Parimutuel Bets and Non-parimutuel Bets will be 1% of the Assessable Turnover for that Race Meeting.
- 1.2            The Fee payable for a Race Meeting in relation to Betting Exchange Bets will be calculated in accordance with paragraph 5 whether or not the Aggregated Assessable Turnover of the Approved WSP is greater than the Turnover Threshold.

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#### **2.            What type of bets did the Approved WSP offer on the Race Meeting?**

- 2.1            **Parimutuel Bets**, then the Fee payable for Parimutuel Bets taken in respect of the Race Meeting will be calculated in accordance with paragraph 3.
- 2.2            **Non-parimutuel Bets**, then the Fee payable for Non-parimutuel Bets taken in respect of the Race Meeting will be calculated in accordance with paragraph 4.
- 2.3            **Betting Exchange Bets**, then the Fee payable for Betting Exchange Bets taken in respect of the Race Meeting will be calculated in accordance with paragraph 5.

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#### **3.            Fee on Parimutuel Bets taken on the Race Meeting**

- 3.1            Calculate the **Assessable Turnover** for the Race Meeting.
- 3.1.1        Work out **Bets Taken** on the Race Meeting.
- 3.1.2        Work out **EPMB** for the Race Meeting.
- 3.1.3        **Assessable Turnover = Bets Taken + EPMB**
- 3.2            In performing the calculations in this paragraph 3, only Betting Transactions which are Parimutuel Bets will be used.
- 3.3            What type of Race Meeting was it?
- 3.3.1        **Standard Meeting**, then the Fee for the Race Meeting will be 2% of the Assessable Turnover for that Race Meeting.
- 3.3.2        **Group and Listed Meeting**, then the Fee for the Race Meeting will be 2.5% of the Assessable Turnover for that Race Meeting.

- 3.3.3 **Premier Meeting**, then the Fee for the Race Meeting will be 3% of the Assessable Turnover for that Race Meeting.

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4. **Fee on Non-parimutuel Bets taken on the Race Meeting**

- 4.1 The Fee payable for the Race Meeting will be the greater of the amount calculated in accordance with paragraph 4.2.5 and the amount calculated in accordance with paragraph 4.3.5.

4.2 **Turnover Model**

- 4.2.1 Calculate the **Assessable Turnover** for the Race Meeting (using for the purposes of this sub-paragraph 4.2.1 and sub-paragraph 4.2.2, only Betting Transactions which are Fixed Odds Bets):

- (a) Work out **Bets Taken** on the Race Meeting.
- (b) Work out **EPMB** for the Race Meeting.
- (c) Work out **AB** for the Race Meeting.
- (d) **Assessable Turnover = Bets Taken + EPMB – AB**

- 4.2.2 Multiply the result of the formulae in sub-paragraph 4.2.1(d):

- (a) If the Race Meeting is a **Standard Meeting**, by 0.016.
- (b) If the Race Meeting is a **Group and Listed Meeting**, by 0.02.
- (c) If the Race Meeting is a **Premier Meeting**, by 0.025.

- 4.2.3 Calculate the **Assessable Turnover** for the Race Meeting (using for the purposes of this sub-paragraph 4.2.3 and sub-paragraph 4.2.4, only Betting Transactions which are Tote Derivative Bets):

- (a) Work out **Bets Taken** on the Race Meeting.
- (b) Work out **EPMB** for the Race Meeting.
- (c) Work out **AB** for the Race Meeting.
- (d) **Assessable Turnover = Bets Taken + EPMB – AB**

- 4.2.4 Multiply the result of the formulae in sub-paragraph 4.2.3(d):

- (a) If the Race Meeting is a **Standard Meeting**, by 0.020.
- (b) If the Race Meeting is a **Group and Listed Meeting**, by 0.025.
- (c) If the Race Meeting is a **Premier Meeting**, by 0.030.

- 4.2.5 Add together the amounts calculated under sub-paragraphs 4.2.2 and 4.2.4.

4.3 **Gross Revenue Model**

- 4.3.1 Calculate the **Gross Revenue** for the Race Meeting (using for the purposes of this sub-paragraph 4.3.1 and sub-paragraph 4.3.2 only Betting Transactions which are Fixed Odds Bets):

- (a) Calculate the **Assessable Turnover** for the Race Meeting in accordance with paragraph 4.2.1.
  - (b) Work out **Free Bets** for the Race Meeting.
  - (c) Work out **Bets Paid** in relation to the Race Meeting.
  - (d) Work out **Bet Back Revenue** for the Race Meeting.
  - (e) Work out **Other Revenue** in relation to the Race Meeting.
  - (f) **Pre-Tax Gross Revenue = Assessable Turnover – Free Bets – Bets Paid + Bet Back Revenue + Other Revenue.**
  - (g) Work out GST Adjustment.
  - (h) **Gross Revenue = Pre-Tax Gross Revenue – GST Adjustment**
- 4.3.2 Multiply the result of the formulae in sub-paragraph 4.2.1(d):
- (a) If the Race Meeting is a **Standard Meeting**, by 0.16.
  - (b) If the Race Meeting is a **Group and Listed Meeting**, by 0.20.
  - (c) If the Race Meeting is a **Premier Meeting**, by 0.25.
- 4.3.3 Calculate the **Gross Revenue** for the Race Meeting (using for the purposes of this sub-paragraph 4.3.3 and sub-paragraph 4.3.4 only Betting Transactions which are Tote Derivative Bets):
- (a) Calculate the **Assessable Turnover** for the Race Meeting in accordance with paragraph 4.2.3.
  - (b) Work out **Free Bets** for the Race Meeting.
  - (c) Work out **Bets Paid** in relation to the Race Meeting.
  - (d) Work out **Bet Back Revenue** for the Race Meeting.
  - (e) Work out **Other Revenue** in relation to the Race Meeting.
  - (f) **Pre-Tax Gross Revenue = Assessable Turnover – Free Bets – Bets Paid + Bet Back Revenue + Other Revenue.**
  - (g) Work out GST Adjustment.
  - (h) **Gross Revenue = Pre-Tax Gross Revenue – GST Adjustment**
- 4.3.4 Multiply the result of the formulae in sub-paragraph 4.2.1(d):
- (a) If the Race Meeting is a **Standard Meeting**, by 0.20.
  - (b) If the Race Meeting is a **Group and Listed Meeting**, by 0.25.
  - (c) If the Race Meeting is a **Premier Meeting**, by 0.30.
- 4.3.5 Add together the amounts calculated under sub-paragraphs 4.3.2 and 4.3.4.

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**5. Fees on Betting Exchange Bets taken on the Race Meeting**

- 5.1 The Fee payable will be 35% of the Gross Revenue for the Race Meeting.
- 5.2 In performing the calculation in this paragraph 5, references to **Bets** and associated definitions will be taken to be references to Betting Exchange Bets only.

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**6. General principles**

- 6.1 In calculating the Fee under this Part A referable to a Race Meeting during a Payment Period, only Betting Transactions entered by the Approved WSP (and not by any Related Entity of the Approved WSP) should be taken into account.
- 6.2 In calculating the Assessable Turnover under paragraphs 4.2.1 or 4.2.3, if AB is greater than the sum of Bets Taken and EPMB, the Assessable Turnover for the Race Meeting will be nil.
- 6.3 RVL may from time to time (and at its absolute discretion), give a notice in writing to the Approved WSP reducing the percentages referred to in some or all of clauses 1.1.2, 3.3, 4.2.2, 4.3.2 and 5 of this Schedule 1. The reduction may be for a specified period or an unspecified period.
- 6.4 The ability of RVL to give a notice under clause 6.3 is in addition to its power under the Act to vary Publication and Use Approvals.

**PART B: Aggregated Multi-Event/Multi-Leg Bets**

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**7. Calculating AMB**

- 7.1 Subject to paragraph 7.2, **AMB** in relation to a Payment Period is the aggregate of the following:
- 7.1.1 3% of the Eligible Portion of each Multi-Event/Multi-Leg Bet (which is a Parimutuel Bet) in respect of a Victorian Race which occurs outside the Payment Period but where that Betting Transaction resulted within the Payment Period as a consequence of a Victorian Race or other event which occurred within the Payment Period;
- 7.1.2 2.5% of the Eligible Portion of each Multi-Event/Multi-Leg Bet (which is a Fixed Odds Bet) in respect of a Victorian Race which occurs outside the Payment Period but where that Betting Transaction resulted within the Payment Period as a consequence of a Victorian Race or other event which occurred within the Payment Period; and
- 7.1.3 3% of the Eligible Portion of each Multi-Event/Multi-Leg Bet (which is a Tote Derivative Bet) in respect of a Victorian Race which occurs outside the Payment Period but where that Betting Transaction resulted within the Payment Period as a consequence of a Victorian Race or other event which occurred within the Payment Period
- 7.2 Where paragraph 8 applies in relation to an Approved WSP, the applicable rate in paragraph 7.1 will be 1% rather than 3%, 2.5% and 3%.

**PART C: Fees payable in respect of a Payment Period**

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**8. Turnover less than or equal to the Turnover Threshold**

For an Approved WSP whose Aggregated Assessable Turnover on the last day of the Payment Period is less than or equal to the Turnover Threshold the Fees payable in relation to the Payment Period are:

**ECF = the aggregate of the Fees calculated in accordance with paragraph 1.1.2 for each Race Meeting that occurred during the Payment Period + AMB.**

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**9. Turnover exceeds the Turnover Threshold during or prior to the Payment Period**

**ECF = LF + PF + NPF + BEF + AMB**

- 9.1 **LF** is the aggregate of Fees for Race Meetings during the Payment Period calculated in accordance with paragraph 1.1.2 (that is, the Fees for Race Meetings that occur prior to, and on, the day that the Aggregated Assessable Turnover first exceeds the Turnover Threshold).
- 9.2 **PF** is the aggregate of Fees for Race Meetings during the Payment Period calculated in accordance with paragraph 3.
- 9.3 **NPF** is the aggregate of Fees for Race Meetings during the Payment Period calculated in accordance with paragraph 4.
- 9.4 **BEF** is the aggregate of Fees for Race Meetings during the Payment Period calculated in accordance with paragraph 5.

**PART D: Definitions**

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**10. Definitions**

In this Schedule:

- 10.1 words and expressions defined in the conditions will have the same meaning when used in this Schedule; and
- 10.2 the following words and expressions will have the following meanings:

**AB** means the aggregate amount paid, or contracted to be paid, by the Approved WSP under Betting Transactions on Victorian Races at the Race Meeting which constitute Bet Backs with a Relevant WSP.

**Aggregated Assessable Turnover** on any day (**Relevant Day**) means the sum of the Assessable Turnover of the Approved WSP for each Race Meeting in the Approval Period prior to the Relevant Day in respect of Parimutuel Bets, Non-parimutuel Bets and Tote Derivative Bets taken by the Approved WSP.

**AMB** is the aggregate of the Fees payable in respect of the Eligible Portions of all Multi-Event/Multi-Leg Bets in respect of Victorian Races which occurred or is scheduled to occur outside the Payment Period but where the relevant Betting Transactions resulted within the Payment Period as a consequence of a Victorian Race or other event which occurred within the Payment Period and is calculated in accordance with Part B of this Schedule.

**Assessable Turnover**, in relation to a Race Meeting, is the amount determined in accordance with paragraph 1.1.2(a), 3.1, 4.2.1 or 4.2.3 of this Schedule (as applicable).

**Bet Back** means the amount of any betting transaction which is made by the Approved WSP on the "backers" side of a betting transaction for the purpose of reducing or laying-off the Approved WSP's liability on a Victorian Race or on Victorian Races held as part of the same Race Meeting.

**Bet Back Revenue** means the aggregate amount of all winning Bet Backs made by the Approved WSP with Relevant WSPs in respect of Victorian Races at the Race Meeting, but excluding rebates and commissions received by the Approved WSP in respect of those Bet Backs.

**Bets Paid** means:

- (a) the aggregate of all moneys paid or credited to Customers by an Approved WSP in respect of winning bets under Betting Transactions other than amounts paid to Customers in relation to:
  - (i) winning Multi-Event/Multi-Leg Bets; and
  - (ii) winning Free Bets;
- (b) EPWMB; and
- (c) the aggregate of all Jackpots Created,

but in paragraphs (a) and (b), excluding:

- (d) all amounts paid or credited to Customers by way of, in connection with, or by way of economic equivalence to, commissions, rebates or incentives; and
- (e) Pooling Fees, taxes, product fees, payments made to racing industry bodies or other costs of the Approved WSP,

in each case in relation to a Race Meeting.

**Bets Taken** means the aggregate of all amounts paid or contracted to be paid to the Approved WSP under Betting Transactions placed on Victorian Races at a Race Meeting other than amounts paid or contracted to be paid to the Approved WSP in relation to Multi-Event/Multi-Leg Bets. For the avoidance of doubt, Bets Taken:

- (a) includes the amount of any betting transaction which is made by another wagering service provider to lay-off that wagering service provider's liability;
- (b) will be adjusted to reflect any adjustment of the face value of a Betting Transaction to correct an operator error or a systems error;
- (c) includes all amounts paid, or contracted to be paid, by Customers to the Approved WSP under Betting Transactions, regardless of whether those amounts are ultimately received by the Approved WSP;
- (d) includes all Free Bets;
- (e) includes all amounts paid or contracted to be paid to the Approved WSP in relation to Betting Transactions involving two or more contingencies, all of which resulted at the Race Meeting;
- (f) will not be adjusted to deduct any amount paid, refunded or credited to the Customer by the Approved WSP in relation to a non-winning Bet Taken including, for example, "money back offers", but will be adjusted to reflect a refund of a validly cancelled Betting Transaction under any applicable Law; and
- (g) excludes:
  - (i) all amounts paid to or credited to the Approved WSP by way of, in connection with, or by way of economic equivalence to, commissions, rebates or incentives in relation to the Bets Taken;
  - (ii) the amount of any Pooling Fees;

- (iii) the amount of all Jackpots Allocated; and
- (iv) the amount of any Seeding by the Approved WSP,

in each case in relation to the Race Meeting.

**Betting Exchange** means a facility, electronic or otherwise, that provides a mechanism through which:

- (a) offers to enter betting contracts are regularly made and accepted; or
- (b) offers or invitations to enter into betting contracts are regularly made that are intended to result, or may reasonably be expected to result, directly or indirectly, in the acceptance of the offers or invitations,

but does not include a facility that provides a mechanism through which a betting contract is able to be made with a bookmaker or a totalisator.

**Betting Exchange Bets** means a Betting Transaction conducted through a Betting Exchange.

**Eligible Portion** means, in relation to a Victorian Race which is one of the contingencies forming part of a Multi-Event/Multi-Leg Bet, the amount calculated as follows:

the amount paid, or contracted to be paid, to the Approved WSP under the Multi-Event/Multi-Leg Bet  $\times \frac{1}{AC}$

where **AC** means the number of contingencies within the Multi-Event/Multi-Leg Bet.

**Eligible Winning Portion** means, in relation to a Victorian Race (**Relevant Winning Race**) which is one of the contingencies forming part of a Multi-Event/Multi-Leg Bet, at the election of the Approved WSP (such election to be made in writing to RVL prior to the Commencement Date), either:

- (a) the amount paid or credited to a Customer under the Multi-Event/Multi-Leg Bet  $\times \frac{VRO}{AO}$

where:

**VRO** means the odds set by the Approved WSP under the Multi-Event/Multi-Leg Bet for the Relevant Winning Race; and

**AO** means the sum of the odds set by the Approved WSP for all legs of the Multi-Event/Multi-Leg Bet; or

- (b) the amount paid or credited to a Customer under the Multi-Event/Multi-Leg Bet  $\times \frac{1}{AC}$

where **AC** means the number of contingencies within the Multi-Event/Multi-Leg Bet.

**EPMB** in respect of a Race Meeting, means the aggregate of the following:

- (a) the Eligible Portion of each Multi-Event/Multi-Leg Bet which resulted on a Victorian Race at the Race Meeting; and

- (b) the Eligible Portion of each Multi-Event/Multi-Leg Bet where:
  - (i) a Victorian Race at the Race Meeting (**Relevant Race**) was one of the contingencies forming part of the Multi-Event/Multi-Leg Bet; and
  - (ii) the Multi-Event/Multi-Leg Bet resulted on an event (other than the Relevant Race) which occurs within the same Payment Period as the Relevant Race.

**EPWMB** in respect of a Race Meeting, means the aggregate of the following:

- (a) the Eligible Winning Portion of each Multi-Event/Multi-Leg Bet which resulted on a Victorian Race at the Race Meeting; and
- (b) the Eligible Winning Portion of each Multi-Event/Multi-Leg Bet where:
  - (i) a Victorian Race at the Race Meeting (**Relevant Winning Race**) was one of the contingencies forming part of the Multi-Event/Multi-Leg Bet; and
  - (ii) the Multi-Event/Multi-Leg Bet resulted on an event (other than the Relevant Winning Race) which occurs within the same Payment Period as the Relevant Winning Race.

**Fixed Odds Bet** means a Betting Transaction other than a Parimutuel Bet, a Tote Derivative Bet or a Betting Exchange Bet.

**Free Bet** means the face value of a Betting Transaction where the Customer does not make a financial contribution at the time the Betting Transaction is made. For the avoidance of doubt, a Free Bet does not include any Betting Transaction:

- (a) which constitutes a bad or doubtful debt of the Approved WSP;
- (b) in respect of which payment is subsequently waived, compromised, released or forgiven by the Approved WSP; or
- (c) where there is an amount paid, refunded or credited to the Customer by the Approved WSP in relation to a non-winning Bet Taken including, for example, "money back offers".

**Gross Revenue** means:

- (a) in relation to Non-parimutuel Bets, the amount received by an Approved WSP for the Race Meeting, calculated in accordance with paragraph 4.3.1 or paragraph 4.3.3 (as applicable); and
- (b) in relation to Betting Exchange Bets, the aggregate of all commissions and other deductions received by the Betting Exchange in respect of Betting Exchange Bets made in relation to the Race Meeting.

**Group and Listed Meeting** means a Race Meeting at which at least one of the Victorian Races is a Group and Listed Race (as defined in the Rules of Racing), but excludes Premier Meetings.

**GST Adjustment** means

the net GST actually payable by the Approved WSP in respect of all of the transactions taken into account in determining the Pre-Tax Gross Revenue for the Race Meeting.

**Jackpot Allocated** means the amount of a Jackpot Created allocated by the Approved WSP to a wagering pool for a specified Betting Transaction on the Race Meeting.

**Jackpot Created** means an amount equal to the difference (**Difference**) between the amount of all moneys paid or credited to Customers by the Approved WSP in respect of winning bets under Betting Transactions for a specified bet type on a Victorian Race at the Race Meeting and the total wagering pool available for distribution to customers for that bet type on that race where the Approved WSP is by law required to allocate the Difference to another race pool.

**Multi-Event/Multi-Leg Bet** means a Betting Transaction where:

- (a) the result of the Betting Transaction depends on the combined outcome of a number of events;
- (b) a Victorian Race is at least one of the events on which the outcome of the Betting Transaction depends; and
- (c) in the event that all of the contingencies of the Betting Transaction relate to Victorian Races, at least one of the Victorian Races occurs at a different Race Meeting from the other Victorian Races.

**Non-parimutuel Bet** means a Fixed Odds Bet or a Tote Derivative Bet.

**Other Revenue** means:

- (a) other revenue received or derived by the Approved WSP in connection with the Race Meeting of the kind or nature specified in the Special Conditions (if any); and
- (b) in the case of an Approved WSP which is a Betting Exchange, any commissions and other fees charged by the Betting Exchange in relation to the Race Meeting.

**Parimutuel Bet** means a Betting Transaction placed in pari-mutuel pools with a wagering operator licensed to conduct totalisator betting.

**Pooling Fees** means any fees payable by or received by the Approved WSP from a wagering operator for or in connection with allocating Betting Transactions to a parimutuel pool.

**Premier Meeting** means a Race Meeting at which at least one of the Victorian Races is a premier Victorian Race as notified by RVL to the Approved WSP from time to time. At the date of these conditions, the premier Victorian Races are Turnbull Stakes, Caulfield Guineas, Caulfield Cup, Cox Plate, VRC Derby, Melbourne Cup, VRC Oaks, Emirates Stakes, Blue Diamond and Super Saturday meeting.

**Pre-Tax Gross Revenue** means the amount calculated in accordance with paragraph 4.3.1(f) or paragraph 4.3.3(f) (as applicable);

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

**Seeding** means an amount allocated by the Approved WSP to a wagering pool for a specified bet type on a Victorian Race at the Race Meeting which does not have any associated Betting Transactions and does not relate to a Jackpot Created.

**Standard Meeting** means a Race Meeting other than a Group and Listed Meeting or a Premier Meeting.

**Tote Derivative Bet** means a Betting Transaction in respect of which the odds provided or quoted by the Approved WSP are derived from or calculated or expressed to be by reference to Totalisator Odds.

**Turnover Threshold** means:

- (a) in all cases other than as described in paragraph (b), the amount of \$5,000,000 in each 12 month period commencing on the Commencement Date. If the period between the date of the 12 month anniversary of the Commencement Date and the end of the Approval Period (**Stub Period**) is less than 12 months, the Turnover Threshold for the Stub Period will be;

$$\$5 \text{ million} \times \frac{M}{12}$$

where **M** is the number of Months or parts of Months in the Stub Period; and

- (b) where the Entity which is an Approved WSP is a partnership of natural persons, each of whom is licensed to undertake bookmaking activities:

- (i) the amount of \$5,000,000 times the number of partners consisting the Approved WSP in each 12 month period commencing on the Commencement Date; or, if less
- (ii) the amount of \$5,000,000 in each 12 month period commencing on the Commencement Date, provided that, in relation to any Stub Period, the Turnover Threshold for the Stub Period will be:

$$\$5 \text{ million} \times \frac{M}{12} \times P$$

where:

**M** is the number of Months or part of Months in the Stub Period; and

**P** is the number of partners constituting the relevant Approved WSP; or, if less:

(iii)  $\$15 \text{ million} \times \frac{M}{12}$

where:

**M** is the number of Months or part of Months in the Stub Period

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## Schedule 2

## Integrity Services – Protocol for handling confidential betting information

### General

1. Information in relation to Betting Transactions is strictly confidential and must only be used by RVL in accordance with applicable laws and this protocol.
2. Information in relation to Betting Transactions must only be used by RVL for the following purposes:
  - (a) the detection by RVL of breaches of the Rules of Racing;
  - (b) the investigation by RVL of possible or suspected breaches of the Rules of Racing;
  - (c) the conduct of enquiries by RVL with relevant persons to gather evidence or information from them for assessment by RVL as to whether there may have been a breach of the Rules of Racing;
  - (d) the charging of persons with offences in relation to alleged breaches of the Rules of Racing;
  - (e) the prosecution of persons charged with breaches of the Rules of Racing under the processes provided for in the Rules of Racing and the *Racing Act 1958* (Vic), including the presentation of evidence before the Racing Appeals and Disciplinary Board, the Victorian Civil and Administrative Tribunal and any other body, tribunal or court of competent jurisdiction;
  - (f) internal RVL integrity reviews; and
  - (g) the provision of information and/or assistance by RVL to Victoria Police or the Australian Federal Police in relation to suspected corruption in the running of a Victorian Race or Races.

### Disclosure of Information in relation to Betting Transactions outside RVL

3. RVL may only disclose information in relation to Betting Transactions outside RVL under the authority of either of the Chairman of Stewards, a Deputy Chairman, the General Manager or Manager Integrity Services or the lawyer for Integrity Services. In summary, such authority may be given in the following circumstances:
  - (a) where it is reasonable to do so for any of the purposes in paragraph 2;
  - (b) to law enforcement agencies and other government regulatory agencies as required by law;
  - (c) to Victoria Police or the Australian Federal Police on a confidential basis, where Victoria Police or the Australian Federal Police are conducting an investigation in relation to suspected corruption in the running of a Victorian Race or Races;
  - (d) to another Principal Racing Authority (**PRA**) on a confidential basis, where that PRA is conducting an investigation or inquiry in relation to suspected integrity breaches which may involve a Licensed Person and/or a Victorian Race or Races in addition to a race or races in that PRA's jurisdiction;
  - (e) to other bodies or persons, where such bodies or persons have signed an appropriate confidentiality agreement and disclosure is reasonably required for the investigation, prosecution or detection of a breach of the Rules of Racing;

- (f) to the public:
  - (i) where the information or documentation is in the public domain other than due to a breach of an obligation of confidence; or
  - (ii) where a person has been charged with or convicted of an offence that took place under the Rules of Racing and the information so disclosed is limited to the name of the person charged or convicted and the nature of the offence.

#### **RVL Authorised Officers**

- 4. Only RVL Authorised Officers may request or receive information in relation to Betting Transactions from a wagering service provider.
- 5. Any password or other security device provided to RVL Authorised Officers for the purpose of receiving information in relation to Betting Transactions must not be disclosed to any other person including other RVL staff members.
- 6. RVL Authorised Officers must store information in relation to Betting Transactions held by them securely.
- 7. Without limiting paragraph 6:
  - (a) all information in relation to Betting Transactions must be maintained in orderly files;
  - (b) information in relation to Betting Transactions in soft copy must be stored in a secure drive.
- 8. RVL Authorised Officers must use and disclose information in relation to Betting Transactions held by them only in accordance with paragraphs 2 and 3.
- 9. An RVL Authorised Officer must not disclose any information in relation to Betting Transactions held by them to another RVL Integrity Services staff member unless it is reasonable to do so having regard to the permitted use and disclosure of the information set out in paragraphs 2 and 3.
- 10. An RVL Authorised Officer must only disclose information in relation to Betting Transactions outside of the RVL Integrity Services Department after consultation with the Chairman of Stewards, a Deputy Chairman, the General Manager or Manager Integrity Services or the lawyer for Integrity Services.

#### **Other RVL staff members**

- 11. Any staff member to whom information in relation to Betting Transactions has been disclosed under this protocol must store, use and disclose the information as though they were RVL Authorised Officers and must sign an acknowledgment as provided in paragraph 17.

#### **Stewards' inquiries**

- 12. Information in relation to Betting Transactions should not be disclosed at an open Stewards' inquiry except where:
  - (a) a person has been charged or convicted with an offence under the Rules of Racing and the information so disclosed is relevant to the charge or conviction; or
  - (b) disclosure is reasonable having regard to the Rules of Racing and the circumstances of the case.

### **Race day procedures**

13. The chairman of a race meeting shall delegate to one or more RVL Authorised Officers the duty of monitoring information in relation to Betting Transactions at that race meeting.
14. Only the RVL Authorised Officers referred to in paragraph 13 shall access information in relation to Betting Transactions at the meeting, provided that where it is reasonable to do so, those RVL Authorised Officers may disclose such information to the Stewards' panel.

### **Document retention**

15. Subject to applicable laws, a person that receives information in relation to Betting Transactions under this protocol must destroy it when it is no longer required by them for any reasonable purpose.

### **Privacy laws**

16. The use, disclosure and storage of information under this protocol are at all times subject to compliance with the *Privacy Act 1988* (Cth). Any questions about RVL's obligations under this Act should be directed to the lawyer for Integrity Services.

### **This protocol**

17. All members of RVL Integrity Services must acknowledge in writing that they have read, understood and agree to comply with this protocol in accordance with the Annexure.

ANNEXURE  
DECLARATION

I ..... , .....  
(name) (position)

**HERBEY DECLARE THAT:**

- **I AM AN EMPLOYEE OF RACING VICTORIA LIMITED; AND**
- **I HAVE READ THE “INTEGRITY SERVICES PROTOCOL FOR HANDLING CONFIDENTIAL BETTING INFORMATION - VERSION 1.1”; AND**
- **I UNDERSTAND ITS CONTENTS; AND**
- **I AGREE TO COMPLY WITH IT AT ALL TIMES.**

**SIGNED**

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**DATE**

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## Schedule 3 RVL Authorised Officers

Jamie Stier – General Manager Integrity Services  
Robert Cram – Chairman of Stewards  
Rob Montgomery – Deputy Chairman of Stewards  
Tim Robinson – Head of Investigations and Intelligence  
Sam Prendergast – Manager Wagering Development  
Ian Durrant – Betting Supervisor  
Dean Moore – Betting Supervisor  
Cameron Moir – Betting Supervisor  
Simon Barrile – General Counsel  
Stephen Schmidhofer – Legal Counsel  
Andre Kassay – Form Analyst  
Dion Villella – Steward Compliance Assurance Team  
James Deveney – Wagering Analyst  
Xavier Blair – Wagering Analyst  
Paulo Lao – Senior Wagering Reporting Analyst  
Daniel Bolkunowicz – Legal Counsel  
Simonette Foletti – Legal Counsel  
Michael Shea – Business Analyst  
Giles Thompson – Chief Executive Officer  
Simon Cunliffe – General Manager Wagering  
Aaron Morrison – Chief Financial Officer  
Daniel Halbert – Principal Intelligence Officer  
Alf Matthews – Integrity Services Officer  
Joe Mitchell – Integrity Services Coordinator  
Josh McGaw – Integrity Services Investigator  
Rod Newberry – Integrity Services Investigator  
Stella Stevenson – Deputy Steward Compliance Assurance Team  
Mark Stevens – Steward Compliance Assurance Team  
Rhys Melville – Steward Compliance Assurance Team  
Dane Parsons – Senior Internal Auditor  
Andrew Jenkins – Corporate Development Manager

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**Schedule 4****Approved Bet Types**

(i)	Win
(ii)	Place
(iii)	Trifecta
(iv)	Exacta
(v)	Quinella
(vi)	Duet
(vii)	First 4
(viii)	Multiples
(ix)	Doubles
(x)	Fixed Odds
(xi)	Starting Price
(xii)	Best Fluctuation
(xiii)	Concession
(xiv)	Totalisator Odds
(xv)	Jockey Challenge
(xvi)	Quadrella