



**Racing  
Victoria**

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

**EFFECTIVE AS AT 1 JULY 2022**

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# Contents

<b>1.</b>	<b>DEFINITIONS .....</b>	<b>4</b>
<b>2.</b>	<b>APPROVAL.....</b>	<b>15</b>
2.1	Publication and Use Approval.....	15
2.2	Approval Period.....	16
2.3	Ongoing Compliance .....	16
<b>3.</b>	<b>FEES.....</b>	<b>16</b>
3.1	Economic contribution fees .....	16
3.2	Payment method and provision of financial information.....	17
3.3	Interest .....	17
3.4	Provision of information.....	18
3.5	Final Certificate from Approved WSP.....	18
3.6	Audit by RVL.....	19
<b>4.</b>	<b>APPROVED WSP'S OBLIGATIONS.....</b>	<b>21</b>
4.1	Notifiable Events .....	21
4.2	Compliance by Approved WSP's Related Entities.....	21
4.3	Anti-avoidance.....	22
4.4	Non-Approved WSPs and Betting Intermediaries .....	22
4.5	Use of Approved Suppliers.....	22
4.6	Publication of Victorian Thoroughbred Race Fields.....	22
4.7	Promotional Offers.....	22
4.8	Bet Back Accounts (and lay betting) .....	23
<b>5.</b>	<b>INTEGRITY RELATED REQUESTS FOR INFORMATION .....</b>	<b>24</b>
5.1	Requests by RVL for information from time to time .....	24
5.2	Requests by RVL for information on an ongoing basis.....	24
5.3	Requests by RVL for access to information in real time.....	24
5.4	Compliance by the Approved WSP .....	25
5.5	Procedures.....	25
5.6	Authorised Officers.....	25
5.7	Confidential information .....	25
5.8	Use of information.....	26
5.9	Disclosure of information.....	27
5.10	Return of information .....	28
5.11	Information disclosed by the Approved WSP at its initiative .....	28
5.12	Information relating to compliance matters.....	29
<b>6.</b>	<b>THE DETECTION AND PREVENTION OF MISCONDUCT .....</b>	<b>29</b>
<b>7.</b>	<b>CO-OPERATION IN RELATION TO CUSTOMERS AND STEWARDS.....</b>	<b>29</b>
7.1	Inquiries.....	29
7.2	Suspension of Customers .....	30
<b>8.</b>	<b>IDENTIFICATION OF CUSTOMERS .....</b>	<b>30</b>
8.1	Verification procedure.....	30
8.2	Audit.....	30
<b>9.</b>	<b>CORPORATE CUSTOMERS .....</b>	<b>30</b>
9.1	Generally .....	30
9.2	Corporation's controllers .....	31
<b>10.</b>	<b>EXCLUSION OF CERTAIN PERSONS.....</b>	<b>31</b>
<b>11.</b>	<b>BET TYPES .....</b>	<b>31</b>

11.1	Approval for bet types .....	31
11.2	Tote odds betting.....	33
<b>12.</b>	<b>MINIMUM BETTING LIMITS .....</b>	<b>33</b>
12.1	Minimum Bets Limit .....	33
12.2	Compliance by an Approved WSP.....	33
12.3	Exclusions .....	33
12.4	Approved WSP to fully cooperate with RVL in its investigation and determination of a complaint.....	35
12.5	Determination by RVL for non-compliance.....	36
12.6	Consequences for non-compliance .....	36
<b>13.</b>	<b>GST.....</b>	<b>37</b>
13.1	Amounts exclusive of GST.....	37
13.2	Tax invoice.....	37
13.3	Registration .....	37
13.4	Reimbursements.....	37
13.5	Interpretation .....	38
<b>14.</b>	<b>INTERPRETATION .....</b>	<b>38</b>
<b>15.</b>	<b>GENERAL.....</b>	<b>38</b>
15.1	Notices .....	38
15.2	Governing law .....	39
15.3	Prohibition and enforceability.....	39
15.4	Waiver .....	40
15.5	Survival.....	40
15.6	Relationship between parties.....	40
	<b>Schedule 1 Economic Contribution Fee for Victorian Races.....</b>	<b>42</b>
	<b>Schedule 2 Integrity Services – Protocol for handling confidential betting information</b>	<b>57</b>
	ANNEXURE:DECLARATION .....	61
	<b>Schedule 3 RVL Authorised Officers.....</b>	<b>62</b>
	<b>Schedule 4 Approved Bet Types .....</b>	<b>63</b>

## 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.

**Aggregated Assessable Revenue** 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 Exchange** 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.

**Cash Out Bet** means a Betting Transaction under which, prior to conclusion of the betting event that is the subject of the Betting Transaction, the Customer elects to receive a financial benefit from the Approved WSP that may differ from the return the Customer would have received from the Betting Transaction had it been calculated or determined in accordance with:

- (a) the odds (either express or implied) which formed the basis of the Betting Transaction; and/or
- (b) the ordinary rules and conditions of the bet type that formed the basis of the Betting Transaction.

For the avoidance of doubt, the financial benefit the Customer can receive may represent a full or partial settlement of the Betting Transaction. In the event of a partial settlement, the return on the remainder of the Betting Transaction will be calculated via (a) or (b).

**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 Form** means the form provided to the Approved WSP by RVL, setting out the activity for the Payment Period and the Fees payable.

**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.

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

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

**Final Acceptances** has the same meaning as in the Rules of Racing.

**Final Acceptances Deadline** means the closing time for Final Acceptances for a Victorian Race as advertised in Inside Racing.

**Financial Year** means the period commencing on 1 July in a year and ending 30 June in the following year.

**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) has never been subject to disciplinary action under the Rules of Racing (or the rules of racing applicable to thoroughbred horse racing in another jurisdiction) or under any applicable law;
- (d) is not prohibited by law from being a director of a company; and
- (e) is not a bankrupt.

**Gambling Regulator** means a person or body in Victoria or another Australian jurisdiction that is responsible for the licensing, supervision or regulation of gambling activities and includes, but is not limited to, the Victorian Commission for Gambling and Liquor Regulation, the Australian Communications and Media Authority and the Office of the Racing Integrity Commissioner.

**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.

**Inside Racing** means the official publication of RVL as specified by it from time to time as Inside Racing or such other successor or alternative publication as specified by RVL from time to time.

**Insolvency Event** means, in relation to a person, any of the following:

- (a) the person, being an individual, commits an act of bankruptcy;
- (b) the person becomes insolvent;
- (c) the person assigns any of its property for the benefit of creditors or any class of them;
- (d) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the person or the person enters into a scheme of arrangement with its creditors or is wound up;

- (e) the holder of a mortgage, encumbrance or other security interest takes any step towards taking possession of or takes possession of any assets of the person or exercises any power of sale;
- (f) any step is taken to do anything listed in the above paragraphs; or
- (g) any event that is analogous or has a substantially similar effect to any of the events specified in this definition in any jurisdiction.

**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.



**Law Enforcement Agency** means a person or body in Victoria or another Australian jurisdiction that is responsible for, or engages in, law enforcement generally and includes, but is not limited to, Victoria Police and the Australian Federal Police.

**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; ,  
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, 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.

**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.

**Non-Racing Contingency Bet** means a Betting Transaction in respect of or in relation to an event or matter that may occur at a Victorian Race or a Race Meeting:

- (a) the outcome of which does not depend on the performance of a horse or horses in a Victorian Race; and
- (b) which is not disrespectful of any participant or official involved in Victorian thoroughbred horse racing or which does not otherwise bring Victorian thoroughbred horse racing into disrepute.

**Notifiable Event** means, in relation to an Approved WSP, any of the following:

- (a) an Insolvency Event occurs in relation to the Approved WSP;
- (b) a person who did not Control the Approved WSP at the start of the Approval Period obtains Control of, or otherwise commences to Control the Approved WSP;
- (c) any Officer of the Approved WSP is not or ceases to be a Fit and Proper Person;
- (d) a prosecution is commenced against the Approved WSP, any of its Officers or any Related Entity of the Approved WSP in relation to an offence (other than a summary offence) that:
  - i. involves dishonesty; or
  - ii. is a serious criminal offence (punishable by three (3) years imprisonment or more); or
  - iii. in the reasonable opinion of the Approved WSP, conviction for which would have a material impact on the Approved WSP's fitness to hold the Publication and Use Approval,

**(Notifiable Prosecution);**

- (e) a judgment is delivered in respect of a Notifiable Prosecution or a Notifiable Prosecution is dismissed or discontinued;
- (f) disciplinary action is taken against the Approved WSP, any of its Officers or any Related Entity of the Approved WSP under the Rules of Racing (or the rules of racing applicable to thoroughbred horse racing in another jurisdiction) or under any applicable law or any formal notice is given of the intention to commence an investigation or inquiry to determine whether any disciplinary action should be taken;
- (g) there is a material change in the nature or extent of the betting and wagering business carried on by the Approved WSP or in the means by which the Approved WSP carries on that business;
- (h) a breach of the Publication and Use Approval by the Approved WSP;

- (i) a failure by a Controlled Entity of the Approved WSP to comply with the obligations identified in clause 4.2.1;
- (j) a material change in the financial circumstances of the Approved WSP;
- (k) any act, omission, fact, matter or circumstance which the Approved WSP reasonably considers may:
  - A. materially and adversely impact the integrity or reputation of Victorian thoroughbred horse racing;
  - B. warrant disciplinary action under the Rules of Racing against a Licensed Person; or
  - C. be wagering activity otherwise in breach of the Rules of Racing or any applicable law;
- (l) a person who is warned off a race course or who is a disqualified person under the Rules of Racing (**Disqualified Person**) attempts to open an account with the Approved WSP or transacts on an account with the Approved WSP or the Approved WSP accepts a Betting Transaction from a Disqualified Person;
- (m) the Approved WSP's wagering licence, permit, approval or authority (whether in Victoria or elsewhere) is varied, cancelled, suspended or terminated (including by way of expiry); or
- (n) any information or facts set out in the Approved WSP's original application for a Publication and Use Approval has changed.

**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:
  - A. a partner in the partnership if the Entity is a partnership; or
  - B. an office holder of the unincorporated association if the Entity is an unincorporated association; or
  - C. in every case, a person:
    - i. who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Entity; or
    - ii. who has the capacity to affect significantly the Entity's financial standing.

**Past The Post Payout** means where, with respect to a Betting Transaction on a Victorian Race between an Approved WSP and a Customer:

- (a) following completion of the Victorian Race but prior to the declaration of correct weight, the Customer receives a payment from the Approved WSP with respect to the Betting Transaction;

- (b) subsequent to the payment described at (a), there is an amendment made to the official results of the Victorian Race (due to the disqualification of a horse(s) or otherwise); and
- (c) despite the circumstance described at (b), the Customer retains the payment described at (a).

**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.

**Promotional Offer** means any offer or inducement made or communicated by an Approved WSP to Customers or potential Customers in relation to the making of a Betting Transaction which, if the Betting Transaction was entered into between a Customer and the Approved WSP, the following two paragraphs would apply:

- (a) the Customer would, or may, receive a financial benefit from the Approved WSP or a third party under or in respect of the Betting Transaction (**Financial Benefit**); and
- (b) the amount or value of the Financial Benefit (when aggregated with all other moneys paid to or credited to the Customer in relation to the Relevant Transaction, if any) would exceed the amount that the Customer would have received had the return to the Customer from the Betting Transaction been calculated or determined in accordance with:
  - i. the odds (either express or implied) which formed the basis of the Betting Transaction; and/or
  - ii. the ordinary rules and conditions of the bet type that formed the basis of the Betting Transaction,

but excludes Cash Out Bets and Past The Post Payouts.

**Provision of Information Guidelines** means guidelines published by Racing Victoria and amended from time to time, which detail the type, form, and frequency of reporting that the Approved WSP must comply with.

**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).

**Race Meeting** has the meaning given in Part D of Schedule 1.

**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 Law** means any law (including statutes, regulations, ordinances and by-laws):

- a) relating to or in connection with:
  - i. wagering; or
  - ii. the activities or undertakings of operating a wagering business (including laws pertaining to the privacy of Customers); or
  - iii. the carrying on of a business of the type conducted by the Approved WSP or any of its Related Entities; or
- b) a breach of which would constitute a criminal offence,

made in any Australian jurisdiction and including, without limitation, the *Racing Act 1958* (Vic), the *Gambling Regulation Act 2003* (Vic), the *Interactive Gambling Act 2001* (Cth), the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and the *Crimes Act 1958* (Vic).

**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.

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

**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 Adviser** means:

- (a) any external auditor engaged by RVL; and
- (b) any professional adviser nominated as an RVL Adviser by notice in writing to the Approved WSP,

appointed by RVL on a confidential basis.

RVL may remove an RVL Adviser by notice in writing to the Approved WSP.

**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.

**RVL Policy** includes any RVL policy, procedure or code of conduct relating to integrity or the maintenance of integrity within the Victorian thoroughbred racing industry.

**RVL Website** means the official website of RVL, currently at the URL <https://www.racingvictoria.com.au/>

**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 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.

## 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:

- (i) during the Approval Period;
- (ii) in the course of business, in Victoria or elsewhere; and
- (iii) 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:

- (i) vary the Publication and Use Approval; or
- (ii) 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:

- (i) the Approved WSP breaches clauses 4.4 or 5.4 of these conditions;
- (ii) 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;
- (iii) the Approved WSP breaches the terms of any Data Sharing Agreement;
- (iv) an Insolvency Event occurs in relation to the Approved WSP;
- (v) 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;

- (vi) the Approved WSP fails to comply with all applicable Laws;
- (vii) 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
- (viii) 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.

# **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 5 days after the end of each Payment Period, RVL will:

- (i) complete, in respect of the Approved WSP, the Economic Contribution Fee Form in relation to that Payment Period; and
- (ii) provide the completed Economic Contribution Fee Form and corresponding invoice to the Approved WSP,

Please note that in accordance with the Provision of Information Guidelines, RVL will utilise the reports provided by the Approved WSP to complete the Economic Contribution Fee Form and calculate the Fees. In the event that reports are not provided by the Approved WSP within 5 days after the end of a Payment Period, RVL may estimate the Fees.

3.2.2 Within 14 days after the end of each Payment Period, the Approved WSP must:

pay to RVL the aggregate of the Fees calculated by RVL as payable in respect of the Payment Period as set out in the Economic Contribution Fee Form received from RVL.

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

- (i) 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
- (ii) 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:

- (i) 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;
- (ii) 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
- (iii) 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. For the avoidance of doubt this includes:
- (i) the records and accounts prescribed in the Provision of Information Guidelines; and
  - (ii) any other records and accounts mandated by Racing Victoria in the Special Conditions (if any).
- 3.4.2 The Approved WSP must:
- (i) provide all information that RVL requires in relation to the performance by the Approved WSP of its obligations under the Publication and Use Approval;
  - (ii) 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
  - (iii) 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).
- 3.4.4 For the purpose of enabling the Approved WSP to comply with clause 3.2.2, the Approved WSP must no later than 3 days after the end of each Payment Period, provide all wagering data specified in clauses 3.4.1, 3.4.2, and 3.4.3 to RVL. This will enable RVL to calculate the Fees for the Payment Period, in accordance with clause 3.2.1.

### 3.5 Final Certificate from Approved WSP

- 3.5.1 Within 90 days after the end of each Financial Year (**Certification Date**), the Approved WSP must provide to RVL:
- (i) a certificate from the Approved WSP's auditor setting out the auditor's calculation of the Fees payable by the Approved WSP to RVL in the previous Financial Year in accordance with the Publication and Use Approval (**Final Certificate**); or
  - (ii) if the Approved WSP's Aggregated Assessable Turnover for the previous Financial Year 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 that Financial Year were in accordance with the Publication and Use Approval.

- 3.5.2 If the Final Certificate indicates that the amounts actually paid by the Approved WSP during the previous Financial Year were less than the Fees that were payable under the Publication and Use Approval (**Shortfall**), the Approved WSP shall no later than five (5) Business Days after the Certification Date pay the amount of the Shortfall to RVL together with interest on the Shortfall calculated in accordance with clause 3.3.
- 3.5.3 If the Final Certificate indicates that the amounts actually paid by the Approved WSP during the previous Financial Year were greater than the Fees that were payable under the Publication and Use Approval (**Excess Payment**), the Approved WSP may, by notice in writing received by RVL no later than the Certification Date (**Excess Repayment Notice**), request RVL to refund an amount equal to the Excess Payment.
- 3.5.4 RVL will consider the Final Certificate and the Excess Repayment Notice in good faith. The Approved WSP will promptly provide RVL with such additional information as it may require to determine the existence and quantum of the Excess Payment. Subject to the provision of that information, RVL will, within thirty (30) Business Days of the date of the Excess Repayment Notice:
- (i) reject the Excess Repayment Notice;
  - (ii) accept the Excess Repayment Notice and pay to the Approved WSP an amount equal to the Excess Payment or, at the sole discretion of RVL, credit that amount against the obligation of the Approved WSP to pay future Fees under the Publication and Use Approval; or
  - (iii) advise the Approved WSP of RVL's calculation of the amount of Fees that have been overpaid by the Approved WSP in relation to the relevant Financial Year and pay that amount to the Approved WSP.
- No interest will be payable by RVL in relation to any amounts paid by RVL under this clause 3.5.4.
- 3.5.5 An Approved WSP will not be entitled to claim or seek to recover, including by way of set-off, any amount alleged to have been overpaid by the Approved WSP under the Publication and Use Approval other than strictly in accordance with the procedure in this clause 3.5.
- 3.5.6 RVL may, in its absolute discretion, waive the requirement under clause 3.5.1 in respect of any Financial Year.

### 3.6 Audit by RVL

- 3.6.1 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.
- 3.6.2 RVL must give written notice to the Approved WSP that it requires an audit under this clause 3.6.
- 3.6.3 To enable an audit under this 3.6, the Approved WSP must provide the RVL Auditor with:
- (i) 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;
  - (ii) access to the Approved WSP's premises during normal business hours where at least 24 hours' notice has been given; and
  - (iii) 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 3.6. 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 3.6.
- 3.6.4 A RVL Auditor conducting an audit under this clause 3.6 will be subject to the same confidentiality obligations as apply to RVL under clause 5.7.
- 3.6.5 Following receipt by RVL of the final written report in respect of an audit conducted under this clause 3.6, 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 information and records which the Approved WSP has previously provided RVL, and the Economic Contribution Fee Form prepared by RVL as setting out the Fees payable.
- 3.6.6 If, following an audit under this clause 3.6, the amount payable to RVL in accordance with the Publication and Use Approval (**Audited Amount**) is found to be greater than the amounts which RVL has previously notified the Approved WSP that RVL calculates as being the amount payable (**Notified Amount**):
- (i) the Approved WSP must reimburse RVL for all costs and expenses of the audit; and

- (ii) RVL may issue an assessment in writing (**Default Assessment**) of the difference between the Audited Amount and the Notified Amount and the corresponding Fees payable by the Approved WSP (less any Fees already paid).

Amounts payable under clauses 3.6.6(i) and 3.6.6(ii) are payable within 10 days of receipt of a tax invoice from RVL and shall be subject to clause 13.4.

3.6.7 In addition to the Approved WSP's obligations, and RVL's rights under clause 3.6.1, RVL may, by prior written notice to the Approved WSP, require the Approved WSP to provide an RVL Authorised Officer with access to records and documents in the possession or control of the Approved WSP, to confirm the Approved WSP's compliance with:

- (i) the Publication and Use Approval, including under clause 4.4; and
- (ii) any other obligations in connection with Betting Transactions imposed by law.

## 4. APPROVED WSP'S OBLIGATIONS

### 4.1 Notifiable Events

The Approved WSP must immediately advise RVL:

- 4.1.1 if the Approved WSP becomes aware of any Notifiable Event; or
- 4.1.2 prior to the entering into of such arrangement, advise RVL 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:

- (i) applies to RVL for approval to use Victorian thoroughbred race fields in accordance with section 4.2.3C of the Act;
- (ii) complies with all Laws; and
- (iii) 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 4.1.2 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).

#### **4.7 Promotional Offers**

- 4.7.1 Subject to the terms of this clause 4.7, an Approved WSP may make or communicate that it is willing to enter into a Promotional Offer.
- 4.7.2 RVL may, in its absolute discretion, by notice in writing to an Approved WSP, object to an Approved WSP making, communicating or otherwise utilising a particular Promotional Offer if, in the reasonable opinion of RVL:

- (i) RVL has integrity concerns in relation to the Promotional Offer including if it forms the view that the Promotional Offer can be manipulated by any person or has the potential to allow Customers to profit directly from the poor performance of a horse; or
- (ii) the Promotional Offer is disrespectful to any participant or official in Victorian thoroughbred racing or brings Victorian thoroughbred horse racing into disrepute; or
- (iii) the Promotional Offer may cause the Approved WSP to:
  - A. incorrectly report its Assessable Turnover and/or Gross Revenue pursuant to these conditions; or
  - B. impact the economic contribution fees that the Approved WSP would otherwise be required to pay pursuant to these conditions,

and may require the Approved WSP to cease making, communicating and/or otherwise utilising the Promotional Offer described in the notice as soon as is reasonably practicable following the Approved WSP's receipt of the notice.

4.7.3 RVL is not required to give any reasons for its decision to give a notice under clause 4.7.3.

#### **4.8 Bet Back Accounts (and lay betting)**

- 4.8.1 The Approved WSP must promptly on request by RVL (which request may be given either by notice in writing to a particular Approved WSP or by way of general notice to all Approved WSP's published on the RVL Website) provide details of the account or accounts used by the WSP for the purposes of making Bet Backs (each notified account a Nominated Bet Back Account).
- 4.8.2 Without limiting clause 4.8.1, the Approved WSP must provide RVL with details of each Nominated Bet Back Account at least fourteen (14) days prior to the end of each Financial Year.
- 4.8.3 The Approved WSP must promptly notify RVL in writing of any change to a Nominated Bet Back Account or any additional account proposed to be used by the Approved WSP for the purposes of making Bet Backs. Such changed accounts or additional accounts will become after the date of the relevant notice a "Nominated Bet Back Account" for the purposes of this clause 4.7.
- 4.8.4 The Approved WSP may not:
  - (i) use the Nominated Bet Back Accounts for any purposes other than making Bet Backs or placing lay bets with a Betting Exchange;
  - (ii) make Bet Backs or place lay bets with a Betting Exchange with respect to a Victorian Race using any account other than a Nominated Bet Back Account; nor
  - (iii) include in the amount of Bet Backs taken into account for the purposes of the calculation of the economic contribution fee

payable by the Approved WSP any Betting Transaction constituting a Bet Back not effected through or using a Nominated Bet Back Account.

## **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:
  - (i) not unreasonably withhold its agreement; and
  - (ii) 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:
  - (i) not unreasonably withhold its agreement; and



- (ii) 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:

- (i) where required by law;
  - (ii) where expressly permitted by these conditions; or
  - (iii) 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:
- (i) these conditions;
  - (ii) applicable Laws; and
  - (iii) 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 and/or non-compliance with the Rules of Racing or an RVL Policy;
- 5.8.3 the investigation by RVL of possible or suspected breaches of the Rules of Racing or possible non-compliance with an RVL Policy;
- 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 or non-compliance with an RVL Policy;
- 5.8.5 the charging of persons with offences in relation to alleged breaches of the Rules of Racing;
- 5.8.6 disciplinary action or proceedings instigated by RVL;
- 5.8.7 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;
- 5.8.8 the provision of information and/or assistance by RVL to a Law Enforcement Agency in relation to suspected corruption in the running of a Victorian Race or Victorian Races;
- 5.8.9 the provision of information and/or assistance by RVL to a Law Enforcement Agency or a Gambling Regulator:
  - (i) in relation to a breach or suspected breach of a Relevant Law; or

(ii) for the purpose of maintaining the integrity of Victorian thoroughbred racing; and

5.8.10 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 without limiting the other circumstances set out in this clause 5 where RVL is expressly permitted to disclose such information and documentation, 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 on a confidential basis, to a RVL Adviser;
- 5.9.4 on a confidential basis, to a Club for the purpose of that Club commencing (or deciding whether to commence) disciplinary action or proceedings with respect to a Club official or employee;
- 5.9.5 to a Law Enforcement Agency or other government regulatory agency as required by law;
- 5.9.6 to a Law Enforcement Agency and/or Gambling Regulator where RVL identifies a breach or suspected breach of a Relevant Law;
- 5.9.7 a Law Enforcement Agency on a confidential basis, where that Law Enforcement Agency is conducting an investigation in relation to suspected corruption in the running of a Victorian Race or Victorian Races;
- 5.9.8 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;
- 5.9.9 to a Gambling Regulator 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;
- 5.9.10 to other bodies or persons, where:
  - (i) such bodies or persons have signed a confidentiality agreement incorporating the provisions set out in clause 5.7.2;

- (ii) the Approved WSP has been given no less than 3 Business Days' notice of RVL's intention to make the disclosure; and
- (iii) the Approved WSP consents to the disclosure, which consent is not to be unreasonably withheld; and

5.9.11 to the public, where:

- (i) the information or documentation is in the public domain other than due to a breach of an obligation of confidence; or
- (ii) a person has been charged with or convicted of an offence that took place under the Rules of Racing and:
  - A. the information so disclosed is relevant to the charge or conviction;
  - B. the Approved WSP has been given notice of RVL's intention to make the disclosure; and
  - C. 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:
  - (i) suspected breach of law or breach of the Rules of Racing by any person relating to Betting Transactions; or
  - (ii) 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:
  - (i) suspected breach of law or breach of the Rules of Racing by any person relating to Betting Transactions; or
  - (ii) non-compliance by the Approved WSP with the Licence Conditions where such non-compliance may result in suspension or termination of the licence.

## **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.

## **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 cooperate with a request by Stewards in relation to an inquiry or investigation properly conducted under the Rules of Racing.

# **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.

# **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.

## 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.

## 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 Subject to clause 11.1.7, the Approved WSP will not:
  - (i) publish and use Victorian thoroughbred race fields in respect of any bet type not referred to in clause 11.1.1; or
  - (ii) 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:
  - (i) publish and use Victorian thoroughbred race fields in respect of such bet type; or
  - (ii) 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 Following a consultation with RVL pursuant to clause 11.1.2 or receipt of an application for approval pursuant to clause 11.1.3, RVL may, in

its absolute discretion, refuse to approve or permit the use of the proposed bet type or require the Approved WSP to comply with conditions with respect to the proposed bet type.

11.1.5 Without limiting clause 11.1.4, RVL will refuse to approve a proposed bet type if:

- (i) RVL has integrity concerns in relation to proposed bet type including if it forms the view that the proposed bet type can be manipulated by any person or has the potential to allow Customers to profit directly from the poor performance of a horse; or
- (ii) RVL believes that the proposed bet type is disrespectful to any participant or official in Victorian thoroughbred racing or brings Victorian thoroughbred horse racing into disrepute.

11.1.6 If RVL imposes conditions on a particular bet type and the Approved WSP offers that bet type, the Approved WSP must comply with any conditions imposed. In the event that RVL considers that the Approved WSP is not complying with the conditions applying to a particular bet type it may give a notice in writing to that effect to the Approved WSP.

11.1.7 Subject to clause 11.1.8, an Approved WSP may offer or propose to offer a Non-Racing Contingency Bet without first consulting with RVL pursuant to clause 11.1.2 or obtaining approval pursuant to clause 11.1.3.

11.1.8 If the Approved WSP offers or proposes to offer a Non-Racing Contingency Bet which RVL considers in its absolute discretion:

- (i) relates to the performance of a horse or horses in a Victorian Race;
- (ii) raises integrity concerns in relation to the particular bet type or Betting Transactions on Victorian Races generally; or
- (iii) is disrespectful to any participant or official in Victorian thoroughbred horse racing or brings Victorian thoroughbred horse racing into disrepute,

RVL may give a notice in writing to that effect to the Approved WSP.

11.1.9 If the Approved WSP offers or proposes to offer a bet type in breach of this clause 11(**Non-Sanctioned Bet Type**), RVL may give a notice to that effect to the Approved WSP and upon receipt of that notice the Approved WSP:

- (i) will immediately cease to offer the Non-Sanctioned Bet Type;
- (ii) will refund all amounts taken or received by the Approved WSP in relation to the Non-Sanctioned Bet Type; and
- (iii) will take all other such action in relation to the offering of the Non-Sanctioned Bet Type as RVL may reasonably require.

The rights of RVL under this clause 11.1.9 are in addition to any other rights RVL may have under these conditions or at law.



11.1.10 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.

## 12. MINIMUM BETTING LIMITS

### 12.1 Minimum Bets Limit

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 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 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 Subject to clause 12.3, 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:

- (i) closing a person’s account;
- (ii) refusing to open a person’s account;
- (iii) placing any restrictions on a person’s account in relation to betting on Victorian Races;
- (iv) refusing to lay a Relevant Fixed Odds Bet to any person when those fixed odds are Publicly Displayed; or
- (v) 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:

- (i) the customer is not domiciled in Australia;
- (ii) the relevant Publicly Displayed odds are not being made available to Customers generally in the jurisdiction in which the relevant Customer’s principal place of residence is situated;

- (iii) the bet is a Betting Transaction on a Betting Exchange;
- (iv) the person has not provided the Approved WSP with sufficient funds to pay for the Relevant Fixed Odds Bet;
- (v) the bet with the Approved WSP is placed prior to Final Acceptances Deadline for the relevant Victorian Race;
- (vi) the bet forms part of a multi-bet placed with the Approved WSP;
- (vii) the bet is a retail betting transaction placed in a Retail Outlet;
- (viii) 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;
- (ix) where the Approved WSP's Publicly Displayed Price has changed prior to the Relevant Fixed Odds bet being received by the bookmaker, the Approved WSP is not compelled to accept a Relevant Fixed Odds Bet at the pre-changed price. This does not extend to price fluctuations that occur while the Bookmaker is considering whether to accept a bet;
- (x) 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;
- (xi) 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:
  - A. the person being warned off or disqualified under the Rules of Racing;
  - B. the person having previously engaged in fraudulent activity;
  - C. the person is on a relevant gambling self-exclusion register;
  - D. 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;
  - E. 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.
  - F. there being systematic multiple identical Relevant Fixed Odds Bets from related/connected parties and/or from the same IP address;

- G. a person placing a Relevant Fixed Odds Bet from, or a Relevant Fixed Odds Bet is received from, a proxy server;
- H. 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;
- I. 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;
- J. unauthorised scraping of a Relevant WSP's website;
- K. the Relevant Fixed Odds Bets being placed by employees/associates (and/or their associates) 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;
- L. 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;
- M. the Relevant Fixed Odds Bet being contrary to the Rules of Racing, Laws or these conditions;
- N. any other reason that in RVL's opinion raises serious integrity concerns;
- O. any other reason as published by RVL on its website from time to time; or
- P. 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:
- (i) where required by law;
  - (ii) where expressly permitted by these conditions;
  - (iii) with the prior written consent of the Approved WSP and the Complainant; or
  - (iv) 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:
- (i) notify the Approved WSP with regard to its Minimum Bet Limit obligations;
  - (ii) reprimand the Approved WSP;
  - (iii) 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
  - (iv) 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.

## **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.

## **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.

## **15. GENERAL**

### **15.1 Notices**

- 15.1.1 Any notice or other communication in relation to matters provided for in these conditions:
  - (i) must be in legible writing and in English;
  - (ii) addressed as shown below:

- A. 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;
- B. if to RVL:  
Race Fields Administration  
Racing Victoria Limited  
400 Epsom Road  
Flemington Victoria 3031  
Email: racefields@racingvictoria.net.au

(iii) is regarded as being given by the sender and received by the addressee:

- A. if by delivery in person, when delivered to the addressee;
- B. if by e-mail, on delivery to the addressee; or
- C. if by post, on delivery to the addressee; or
- D. 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

(iv) 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(iii) 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:

- (i) a right under these conditions or arising from a breach of these conditions; or
- (ii) 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).

# Schedule 1 Economic Contribution Fee for Victorian Races

## PART A - CALCULATING THE FEES FOR A RACE MEETING

1. **AGGREGATED ASSESSABLE TURNOVER AND AGGREGATED ASSESSABLE REVENUE - 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 1.2.
    - 1.1.2 **No** - Continue to paragraph 1.3.
  - 1.2 On the day of the Race Meeting, is the **Aggregated Assessable Revenue** of the Approved WSP greater than the Revenue Threshold?
    - 1.2.1 **Yes** - Continue to paragraph 2.
    - 1.2.2 **No** - Continue to paragraph 1.3.
  - 1.3 The following procedure is to be undertaken:
    - 1.3.1 For Parimutuel Bets and Non-parimutuel Bets not including Free Bets:
      - (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.
    - 1.3.2 For Free Bets:
      - (a) The Fee payable for the Race Meeting in relation to **Parimutuel Free Bets** and **Non-Parimutuel Free Bets** will be 1% of the sum of Free Bets Taken.
  - 1.4 The Fee payable for a Race Meeting in relation to Betting Exchange Bets will be calculated in accordance with paragraph 5 whether or not:
    - 1.4.1 the Aggregated Assessable Turnover of the Approved WSP is greater than the Turnover Threshold; and/or
    - 1.4.2 the Aggregated Assessable Revenue of the Approved WSP is greater than the Revenue Threshold.
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. In

the case of **Parimutuel Free Bets** taken in respect of the Race Meeting, the Fee will be calculated in accordance with paragraph 6.2.

- 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. In the case of **Non-parimutuel Free Bets** taken in respect of the Race Meeting, the Fee will be calculated in accordance with paragraph 6.3 and paragraph 6.4.
- 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.

### 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 Work out **Free Bets Taken** for the Race Meeting
- 3.1.4 **Assessable Turnover = Bets Taken + EPMB - Free Bets Taken**
- 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 **Feature 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.
- 3.3.4 **Super Premier Meeting**, then the Fee for the Race Meeting will be 3.5% of the Assessable Turnover for that Race Meeting.

### 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) Work out **Free Bets Taken** for the Race Meeting
  - (e) **Assessable Turnover = Bets Taken + EPMB - AB - Free Bets Taken**
- 4.2.2 Multiply the result of the formulae in sub-paragraph 4.2.1(e):
- (a) If the Race Meeting is a **Standard Meeting**, by 0.016.
  - (b) If the Race Meeting is a **Feature Meeting**, by 0.02.
  - (c) If the Race Meeting is a **Premier Meeting**, by 0.025.
  - (d) If the Race Meeting is a **Super Premier Meeting**, by 0.03.
- 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) Work out **Free Bets Taken** for the Race Meeting
  - (e) **Assessable Turnover = Bets Taken + EPMB - AB - Free Bets Taken**
- 4.2.4 Multiply the result of the formulae in sub-paragraph 4.2.3(e):
- (a) If the Race Meeting is a **Standard Meeting**, by 0.025.
  - (b) If the Race Meeting is a **Feature Meeting**, by 0.03.
  - (c) If the Race Meeting is a **Premier Meeting**, by 0.035.
  - (d) If the Race Meeting is a **Super Premier Meeting**, by 0.04.
- 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 Paid** 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 - Bets Paid - Free 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 4.3.1(h):
- (a) If the Race Meeting is a **Standard Meeting**, by 0.16.
  - (b) If the Race Meeting is a **Feature Meeting**, by 0.20.
  - (c) If the Race Meeting is a **Premier Meeting**, by 0.25.
  - (d) If the Race Meeting is a **Super Premier Meeting**, by 0.3.
- 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 Paid** 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 - Bets Paid - Free 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 4.3.3(h):
- (a) If the Race Meeting is a **Standard Meeting**, by 0.25.
  - (b) If the Race Meeting is a **Feature Meeting**, by 0.3.
  - (c) If the Race Meeting is a **Premier Meeting**, by 0.35.
  - (d) If the Race Meeting is a **Super Premier Meeting**, by 0.4.
- 4.3.5 Add together the amounts calculated under sub-paragraphs 4.3.2 and 4.3.4.

## 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.

## 6. FEES ON FREE BETS TAKEN ON THE RACE MEETING

- 6.1 The Fee payable for the Race Meeting in relation to both Parimutuel Free Bets and Non-parimutuel Free Bets will be calculated in accordance with paragraph 6.5.
- 6.2 For the purposes of this sub-paragraph 6.2, use only Betting Transactions which are **Parimutuel Bets**:
- 6.2.1 Calculate the sum of **Free Bets Taken** for the Race Meeting.
- 6.2.2 Multiply the result of the formulae in sub-paragraph 6.2.1:
- (a) If the Race Meeting is a **Standard Meeting**, by 0.02
  - (b) If the Race Meeting is a **Feature Meeting**, by 0.025
  - (c) If the Race Meeting is a **Premier Meeting**, by 0.03
  - (d) If the Race Meeting is a **Super Premier Meeting**, by 0.035
- 6.3 For the purposes of this sub-paragraph 6.3, use only Betting Transactions which are **that are Fixed Odds Bets**:
- 6.3.1 Calculate the sum of **Free Bets Taken** for the Race Meeting.
- 6.3.2 Multiply the result of the formulae in sub-paragraph 6.3.1:
- (a) If the Race Meeting is a **Standard Meeting**, by 0.016
  - (b) If the Race Meeting is a **Feature Meeting**, by 0.02
  - (c) If the Race Meeting is a **Premier Meeting**, by 0.025
  - (d) If the Race Meeting is a **Super Premier Meeting**, by 0.03
- 6.4 For the purposes of this sub-paragraph 6.4, use only Betting Transactions which are **that are Tote Derivative Bets**:
- 6.4.1 Calculate the sum of **Free Bets Taken** for the Race Meeting.
- 6.4.2 Multiply the result of the formulae in sub-paragraph 6.4.1:
- (a) If the Race Meeting is a **Standard Meeting**, by 0.025
  - (b) If the Race Meeting is a **Feature Meeting**, by 0.03
  - (c) If the Race Meeting is a **Premier Meeting**, by 0.035
  - (d) If the Race Meeting is a **Super Premier Meeting**, by 0.04
- 6.5 To calculate the total Fee payable in respect of **Free Bets** for the Race Meeting, add together the amounts calculated under sub-paragraphs 6.2, 6.3 and 6.4.

## 7. GENERAL PRINCIPLES

- 7.1 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.

- 7.2 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.
- 7.3 In calculating **Aggregated Assessable Revenue** under paragraph 1.2, if the WSP has reached the **Revenue Threshold** once during the Approval Period, the WSP will be deemed to have crossed the Revenue Threshold for the remainder of the Approval Period.
- 7.4 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 1.3, 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.
- 7.5 The ability of RVL to give a notice under clause 7.4 is in addition to its power under the Act to vary Publication and Use Approvals.

## **PART B: AGGREGATED MULTI-EVENT/MULTI-LEG BETS**

### **8. CALCULATING AMB**

- 8.1 Subject to paragraph 8.2, **AMB** in relation to a Payment Period is the aggregate of the following:
- 8.1.1 **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;
- 8.1.2 **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
- 8.1.3 **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
- 8.2 Where paragraph 9 or 10.1 applies in relation to an Approved WSP, the applicable rate in paragraph 8.1 will be 1% rather than 3%, 2.5% and 3%.

## **PART C: TOTAL FEES PAYABLE IN RESPECT OF ENTIRE PAYMENT PERIOD**

### **9. TURNOVER LESS THAN OR EQUAL TO THE TURNOVER THRESHOLD AT END OF PERIOD**

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:

**Total Fee for Payment Period = the aggregate of the Fees calculated in accordance with paragraph 1.3 for each Race Meeting that occurred during the Payment Period + AMB.**

**10. TURNOVER EXCEEDS THE TURNOVER THRESHOLD DURING OR PRIOR TO THE PAYMENT PERIOD**

10.1 For an Approved WSP whose Aggregated Assessable Turnover during or prior to the Payment Period is greater than the Turnover Threshold **and** whose Aggregated Assessable Revenue during or prior to the Payment Period is less than or equal to the Revenue Threshold, the Fees payable in relation to the Payment Period are:

**Total Fee for Payment Period = the aggregate of the Fees calculated in accordance with paragraph 1.3 for each Race Meeting that occurred during the Payment Period + AMB.**

10.2 For an Approved WSP whose Aggregated Assessable Turnover during or prior to the Payment Period is greater than the Turnover Threshold **and** whose Aggregated Assessable Revenue during or prior to the Payment Period is greater than the Revenue Threshold, the Fees payable in relation to the Payment Period are:

**Total Fee for Payment Period = LF + PF + NPF + BEF + FBF + AMB**

10.3 For the purposes of paragraph 10.2, the following terms are defined:

10.3.1 **LF** is the aggregate of Fees for Race Meetings during the Payment Period calculated in accordance with paragraph 1.3 (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).

10.3.2 **PF** is the aggregate of Fees for Race Meetings during the Payment Period calculated in accordance with paragraph 3.

10.3.3 **NPF** is the aggregate of Fees for Race Meetings during the Payment Period calculated in accordance with paragraph 4.

10.3.4 **BEF** is the aggregate of Fees for Race Meetings during the Payment Period calculated in accordance with paragraph 5.

10.3.5 **FBF** is the aggregate of Fees for Race Meetings during the Payment Period calculated in accordance with paragraph 6.

**PART D: DEFINITIONS**

**11. DEFINITIONS**

In this Schedule:



11.1 words and expressions defined in the conditions will have the same meaning when used in this Schedule; and

11.2 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.

**Aggregated Assessable Revenue** on any day (**Relevant Day**) means the sum of the Assessable Revenue 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 1.3.1, 3.1, 4.2.1 or 4.2.3 of this Schedule (as applicable).

**Assessable Revenue**, in relation to a Race Meeting, is the amount determined in accordance with the following:

- (a) in relation to Parimutuel Bets, the amount received by an Approved WSP for the Race Meeting, calculated as:
  - (i) Calculate the **Assessable Turnover** for the Race Meeting, in accordance with paragraph 3.1.
  - (ii) Work out **Free Bets Paid** for the Race Meeting.
  - (iii) Work out **Bets Paid** in relation to the Race Meeting.
  - (iv) Work out **Bet Back Revenue** for the Race Meeting.
  - (v) Work out **Other Revenue** in relation to the Race Meeting.
  - (vi) **Pre-Tax Gross Revenue = Assessable Turnover - Free Bets Paid - Bets Paid + Bet Back Revenue + Other Revenue.**
  - (vii) Work out GST Adjustment.
  - (viii) **Assessable Revenue = Pre-Tax Gross Revenue - GST Adjustment**

- (b) in relation to Non-parimutuel Bets, the Gross Revenue received by an Approved WSP for the Race Meeting, calculated in accordance with paragraph 4.3.1 or paragraph 4.3.3 (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 winning Multi-Event/Multi-Leg Bets and Cash Out Bets;
- (b) EPWMB;
- (c) the aggregate of all Jackpots Created; and
- (d) Cash Out Bets Paid,

but excluding:

- (e) all amounts paid or credited to Customers by way of, in connection with, or by way of economic equivalence to, commissions, rebates or incentives;
- (f) all amounts paid to Customers in relation to or in accordance with the terms of any Promotional Offer in excess of the aggregate amounts that would have been paid to the Customers had the return to the Customers from the relevant Betting Transactions in respect of which the Promotional Offer had been made or communicated been calculated or determined in accordance with the odds (either express or implied) which formed the basis of the relevant Betting Transactions and/or the ordinary rules and conditions of the bet type that formed the basis of the Betting Transactions;
- (g) Pooling Fees, taxes, product fees, payments made to racing industry bodies or other costs of the Approved WSP; and
- (h) Free Bets Paid,

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 Taken (except for Multi-Event/Multi-Leg Bets that are placed using 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 Promotional Offer or 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

excludes:

- (g) 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;
  - (h) the amount of any Pooling Fees;
  - (i) the amount of all Jackpots Allocated; and
  - (j) 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.

**Cash Out Bets Paid** means the aggregate amount paid or credited to Customers by an Approved WSP in respect of Cash Out Bets, except

amounts paid or credited to Customers in relation to Cash Out Bets that are also Multi-Event/Multi-Leg Bets and/or Free Bets.

**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** or **Eligible Portion of each Multi-Event/Multi-Leg Bet** 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.

For the avoidance of doubt, EPMB **includes** the Eligible Portion of each Multi-Event/Multi-Leg Bet in respect of a Race Meeting, which:

(c) meets the criteria in paragraphs (a) and/or (b); and

- (d) where a Free Bet is used to place the Multi-Event/Multi-Leg Bet.

**EPWMB or Eligible Wining Portion of each Multi-Event/Multi-Leg Bet** 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;
- (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,
- (c) the aggregate of amounts paid or credited to Customers in relation to all Cash Out Bets that are also Multi-Event/Multi-Leg Bets; and

does not include:

- (d) Eligible Winning Portion of Multi-Event/Multi-Leg Bet which was placed using a Free Bet.

**Feature Meeting** means either of the following:

- (a) A metropolitan Race Meeting which contains a flat race where the prizemoney is greater than or equal to \$150,000 but less than \$1,000,000; or
- (b) A county Race Meeting which contains a flat race worth greater than or equal to \$200,000 in prizemoney.

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

**Free Bet** means a Betting Transaction where the Customer does not make a financial contribution at the time the Betting Transaction is made. Includes Parimutuel Free Bets and Non-Parimutuel Free Bets. 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"

**Free Bets Taken** means the face value of each Betting Transaction that involves a Free Bet. For the avoidance of doubt the face value will be the value of the stake supplied by the Approved WSP to the Customer which is used to place the Betting Transaction.

**Free Bets Paid means** the net aggregate of all moneys paid or credited to Customers by an Approved WSP in respect of winning **Free Bets** including:

- (a) the amounts paid or credited to Customers in relation to the Eligible Winning Portion of Multi-Event/Multi-Leg Bets that were placed using a Free Bet; and
- (b) the amounts paid or credited to Customers in relation to a Free Bet that is also a Cash Out Bet,

after any adjustments such as retention of the initial Free Bet stake have been accounted for.

**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.

**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.

**Non-parimutuel Free Bet means** a Betting Transaction that is both a Free Bet and a Non-parimutuel 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.

**Parimutuel Free Bet** means a Betting Transaction that is both a Free Bet and a Parimutuel Bet.

**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 that contains a flat race with a prizemoney greater than or equal to \$1,000,000 but less than \$5,000,000.

**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.

**Revenue Threshold** means:

- (a) in all cases other than as described in paragraph (b), the amount of \$500,000 in each 12 month period commencing on 1 July each year regardless of where the Commencement Date falls during that 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:
  - A. the amount of \$500,000 times the number of partners consisting the Approved WSP as at the Commencement Date, capped at 4 partners. For example, if the partnership consists of 4 or more partners, the threshold will be \$2 million (i.e., \$500,000 x 4). Please note that any change in partners during the Approval Period will not affect the calculation of the threshold

**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 Feature Meeting, Premier Meeting or Super Premier Meeting

**Super Premier Meeting** means a Race Meeting which contains a flat race where the prize money is greater than or equal to \$5,000,000.

**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 1 July each year regardless of where the Commencement Date falls in that 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:
  - A. the amount of \$5,000,000 times the number of partners consisting the Approved WSP as at the Commencement Date, capped at 4 partners. For example, if the partnership consists of 4 or more partners, the threshold will be \$20 million (i.e., \$5,00,000 x 4). Please note that any change in partners during the Approval Period will not affect the calculation of the threshold.



## **Schedule 2 Integrity Services – Protocol for handling confidential betting information**

### **GENERAL**

2. Information in relation to Betting Transactions is strictly confidential and must only be used by RVL in accordance with applicable laws and this protocol.
3. Information in relation to Betting Transactions must only be used by RVL for the following purposes:
  - (a) to verify the Approved WSP's compliance with the Publication and Use Approval;
  - (b) the detection by RVL of breaches of and/or non-compliance with the Rules of Racing or an RVL Policy;
  - (c) the investigation by RVL of possible or suspected breaches of the Rules of Racing or non-compliance with an RVL Policy;
  - (d) 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 or non-compliance with an RVL Policy;
  - (e) the charging of persons with offences in relation to alleged breaches of the Rules of Racing;
  - (f) disciplinary action or proceedings instigated by RVL;
  - (g) 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;
  - (h) the provision of information and/or assistance by RVL to a Law Enforcement Agency in relation to suspected corruption in the running of a Victorian Race or Victorian Races;
  - (i) the provision of information and/or assistance by RVL to a Law Enforcement Agency or a Gambling Regulator:
    - (i) in relation to a breach or suspected breach of a Relevant Law; or
    - (ii) for the purpose of maintaining the integrity of Victorian thoroughbred racing; and
  - (j) 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).

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

4. 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) without limiting the other circumstances set out in this paragraph 3 where RVL is expressly permitted to disclose such information and documentation, where it is reasonable to do so for any of the purposes outlined in paragraph 2 above;
  - (b) on a confidential basis, to a RVL Auditor appointed to conduct an audit under these conditions;
  - (c) on a confidential basis, to a RVL Adviser;
  - (d) on a confidential basis, to a Club for the purpose of that Club commencing (or deciding whether to commence) disciplinary action or proceedings with respect to a Club official or employee;
  - (e) to a Law Enforcement Agency or other government regulatory agency as required by law;
  - (f) to a Law Enforcement Agency and/or Gambling Regulator where RVL identifies a breach or suspected breach of a Relevant Law;
  - (g) a Law Enforcement Agency on a confidential basis, where that Law Enforcement Agency is conducting an investigation in relation to suspected corruption in the running of a Victorian Race or Victorian Races;
  - (h) 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;
  - (i) to a Gambling Regulator 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;
  - (j) to other bodies or persons, where:
    - (i) such bodies or persons have signed a confidentiality agreement incorporating the provisions set out in clause 5.7.2 of the conditions;
    - (ii) the Approved WSP has been given no less than 3 Business Days' notice of RVL's intention to make the disclosure; and
    - (iii) the Approved WSP consents to the disclosure, which consent is not to be unreasonably withheld; and
  - (k) to the public, where:

- (i) the information or documentation is in the public domain other than due to a breach of an obligation of confidence; or
- (ii) a person has been charged with or convicted of an offence that took place under the Rules of Racing and:
  - A. the information so disclosed is relevant to the charge or conviction;
  - B. the Approved WSP has been given notice of RVL's intention to make the disclosure; and
  - C. disclosure is reasonable in all of the circumstances.

### **RVL Authorised Officers**

5. Only RVL Authorised Officers may request or receive information in relation to Betting Transactions from a wagering service provider.
6. 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.
7. RVL Authorised Officers must store information in relation to Betting Transactions held by them securely.
8. Without limiting paragraph 7:
  - (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.
9. RVL Authorised Officers must use and disclose information in relation to Betting Transactions held by them only in accordance with paragraphs 3 and 4.
10. 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 3 and 4.
11. 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**

12. 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 18.

### **Stewards' inquiries**

13. 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**

14. 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.
15. Only the RVL Authorised Officers referred to in paragraph 14 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**

16. 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**

17. 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**

18. 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)

Hereby 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.

\_\_\_\_\_  
Signature of authorised representative      Name of authorised representative

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## **Schedule 3 RVL Authorised Officers**

Jamie Stier - Executive General Manager Integrity Services  
Robert Cram - Chairman of Stewards  
Rob Montgomery - Deputy Chairman of Stewards  
Brent Fisher - General Manager Investigations & Intelligence  
Sam Prendergast - Manager Wagering Operations  
Ian Durrant - Betting Supervisor  
Dean Moore - Intelligence and Compliance Coordinator  
Andre Kassay - Strategic Racing Analyst  
Seymour Bright - Strategic Racing Analyst  
Matthew Weber - Senior Wagering Reporting Analyst  
Marwan El-Asmar - Senior Legal Counsel  
Scott Hunter - Legal Counsel  
Simonette Foletti - General Manager, Legal and Compliance  
Charlotte Landy - Senior Legal Counsel  
Michael Shea - Business Analyst  
Giles Thompson - Chief Executive Officer  
Simon Cunliffe - General Manager Wagering  
Aaron Morrison - Chief Financial Officer  
Daniel Halbert - Integrity Services  
Joe Mitchell - Strategic Racing Analyst  
Mark Stevens - Steward Compliance Assurance Team  
Rhys Melville - Steward Compliance Assurance Team  
Cara Burns - Steward Compliance Assurance Team  
Emily Barton - Steward Compliance Assurance Team

## 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