



Terms and Conditions

As administered by Tasracing

Listed below are the Terms and Conditions for the tasBonus Incentive Scheme, effective from 1st August 2012. Please read the terms and conditions before you proceed with your nomination.

1.0 DEFINITIONS

“**Breeder**” means an entity recorded by the Australian Thoroughbred Studbook as the breeder of a particular horse.

“**Breeder Nominated Horse**” has the meaning given in clause 7.0.

“**Breeder Nomination Fee**” means the fee of \$220.00 (including \$20.00 GST) payable by the Breeder.

“**Breeder Nomination Fee – Deduction Form**” means the form specified by Tasracing to be used to enable Breeders to have their Breeder Nomination Fee deducted from the proceeds of the Yearling Sale.

“**Breeder Nomination Form**” means the form specified by Tasracing to be used for nomination of an Eligible Horse to the Scheme by a Breeder.

“**Breeder Nominator**” means the entity from which Tasracing has accepted a nomination for a Breeder Nominated Horse.

“**Commencement Date**” means the date specified in clause 2.0.

“**Designated Race**” means a race which has the following characteristics:

- (a) is conducted in Tasmania; and
- (b) has been approved by Tasracing; and
- (c) is for 2YO, 3YO and 4YO horses (excluding King Island Races); or
- (d) there are runners eligible for their “Maiden Win” (the presence of which will be denoted by the tasBonus logo against their name in the race book) excluding King Island Races; or
- (e) any other race approved by Tasracing.

Should any issue arise as to the eligibility of any race to be considered a designated race, such issues will be determined by Tasracing in its absolute discretion.

“**Disqualified Person**” means a person that, at the relevant time, is subject to a period of disqualification or suspension, or such other form of punishment that prevents that person from entering, riding or training a horse for a race conducted under the control of Tasracing and includes a warned off person.

“**Eligible Horse**” means a horse of either sex that is of one year of age and meets at least one of the following criteria:

- (a) Tasmanian-sired (a foal conceived in Tasmania and sired by a stallion which stood in Tasmania during the stud season in which the foal was conceived); or
- (b) Tasmanian-bred (the dam at the time of foaling must be Tasmanian-owned, based on Australian Stud Book Breeder location); or
- (c) Catalogued for sale at the Yearling Sale (any breeding).

“**GST**” means the Goods and Services Tax and any charge, cost or fee payable to the Scheme or by the Scheme as a result of the application of such tax to the Scheme.

“Improper Conduct” means acts or omissions:

- (a) that the Stewards consider to be in breach of the Rules of Racing; or
- (b) that could result in the person being charged with a criminal offence or that are otherwise contrary to law; or
- (c) that are dishonest according to the standards of ordinary people.

“Jockey” is a person licensed by the Principal Racing Authority to ride for hire.

“King Island Races” means horse races conducted on King Island.

“Magic Millions” means Magic Millions Sales Pty Ltd (ACN 078 396 317) of 28 Ascot Court, Bundall in Queensland 4217.

“Nominated Horses” means Breeder Nominated Horses and/or Owner Nominated Horses.

“Nominating Year” means the year 1 July 2011 to 30 June 2012.

“Nomination Deadline” means the date specified in clause 6.0.

“Nomination Fee” means the Breeder Nomination Fee and/or the Owner’s Nomination Fee .

“Nomination Form” means a Breeder Nomination Form and/or an Owner Nomination Form.

“Nominator” means a Breeder Nominator and/or an Owner Nominator.

“Owner” means the person, persons, syndicate or combination thereof, registered with Tasracing as comprising the ownership of a horse at the time of any given race start. For the Scheme’s purposes only, where a registered lease exists, the “Owner” will mean the lessor.

“Owner Nomination Fee” means the fee of \$330.00 (including \$30.00 GST) payable by the Owner.

“Owner Nominated Horse” has the meaning given in clause 8.0.

“Owner Nomination Form” means the form specified by Tasracing to be used for nomination of an Eligible Horse to the Scheme by an Owner.

“Owner Nominator” means the entity from which Tasracing has accepted a nomination for an Owner Nominated Horse.

“Race Bonus” means the amount payable for such Designated Races as specified in clause 12.0.

“Racing Calendar” means the Tasmanian racing calendar published by Tasracing from time to time.

“Rules of Racing” means the Tasmanian Rules of Racing and the Australian Rules of Racing. The Rules of Racing and the definitions contained therein are expressly incorporated into these Rules.

“Scheme” means the tasBonus incentive scheme created by these Terms and Conditions.

“Special Bonus Race” means the races specified in clause 12.2.

“Special Bonus Race Owner” means any Owner who Tasracing considers is entitled to payment for a Nominated Horse winning a Special Bonus Race under clause 12.2.

“Stewards” means the Stewards of Racing Services Tasmania.

“Tasracing” means Tasracing Pty Ltd (ACN 137188 286) of Tattersall's Park, 6 Goodwood Road, Glenorchy in Tasmania 7010.

“Terms and Conditions” means these Terms and Conditions as amended by Tasracing from time to time.

“**Trainer**” means a person licensed or granted a permit by the Principal Racing Authority to train horses and includes any persons licensed to train as a training partnership.

“**Voucher**” means the voucher described in clause 13.0

“**Yearling Sale**” means the Tasmanian Yearling Sale conducted by Magic Millions.

2.0 COMMENCEMENT DATE

These Terms and Conditions commence on 1 August 2012.

3.0 SCHEME ADMINISTRATION

Tasracing will administer the Scheme.

4.0 ELIGIBILITY FOR SCHEME

The Scheme is open to Breeders and Owners of Eligible Horses.

5.0 OPERATION OF TERMS AND CONDITIONS

Any person who participates or seeks to participate in the Scheme or claims any payment under the Scheme agrees to be bound by the Terms and Conditions.

6.0 NOMINATION DEADLINE

6.1 If an Eligible Horse will NOT be entered in the Yearling Sale then the nomination deadline is 30 June of the Nominating Year.

6.2 If an Eligible Horse is Breeder nominated and will be entered in the Yearling Sale then the nomination deadline is 25 November of the Nominating Year.

7.0 BREEDER NOMINATED HORSE

From the Commencement Date, an Eligible Horse will be considered a Breeder Nominated Horse if:

7.1 the Breeder Nomination Form is lodged with Tasracing on or before the Nomination Deadline; and

7.2 the Breeder Nomination Fee is paid to Tasracing on or before the Nomination Deadline in one of the ways set out in clause 9.0; and

7.3 Tasracing accepts the Breeder Nomination Form in respect of the Eligible Horse.

8.0 OWNER NOMINATED HORSE

From the Commencement Date, an Eligible Horse will be considered an Owner Nominated Horse if:

8.1 the Owner Nomination Form is lodged with Tasracing on or before the Nomination Deadline; and

8.2 the Owner Nomination Fee is paid to Tasracing on or before the Nomination Deadline in one of the ways set out in clause 9.0; and

8.3 Tasracing accepts the Owner Nomination Form in respect of the Eligible Horse.

9.0 PAYMENT OPTIONS OF NOMINATION FEES

- 9.1 The options for the method of payment of the Nomination Fee are indicated on the relevant Nomination Form and will be one of the following methods:

OPTION 1

Money Order or Cheque - payment of the Nomination Fee should accompany the lodgement of the Nomination Form or can be forwarded separately to be received at the Tasracing offices by the required date.

OPTION 2

Bank Deposit – the person lodging the Nomination Form is to contact Tasracing to obtain bank account details.

OPTION 3

Credit Card – the person lodging the Nomination Form is to contact Tasracing to make payment.

- 9.2 In addition to the options in clause 9.1, payment of Breeder Nomination Fees may be made as follows:

OPTION 4

Deduction from Yearling Sale – payment of the Breeder Nomination Fee will be automatically deducted from the proceeds of the sale of the horse at the Yearling Sale. The Breeder will authorise this deduction by completing and submitting a Breeder Nomination Fee - Deduction Form to Tasracing by Friday 25 November in the Nominating Year.

Should the horse subsequently not be sold at the Yearling Sale, Tasracing will invoice the Breeder for payment of the Breeder Nomination Fee (“**Invoice**”). Payment will then be made by either Option 1,2 or 3 as in clause 9.1 above, except the time for payment of the Breeder Nomination Fee will be as stated on the Invoice. Where no time for payment is specified on the Invoice then payment will be made within 14 days of the issue of the invoice.

10.0 GST IMPLICATIONS

- 10.1 The Nomination Fees include goods and service tax (GST).
- 10.2 Business or Hobby (Thoroughbred-racing specific)
- (a) For Tasracing to pay Bonuses inclusive of GST to Nominators who are in business and have registered for GST, the Nominator must provide Tasracing with their Australian Business Number (ABN) and a statement that the Nominator is registered for GST in a form satisfactory to Tasracing.
 - (b) If a Nominator does NOT have an ABN and/or is NOT registered for GST then the Nominator must sign a declaration GST in a form satisfactory to Tasracing stating that the Nominator’s activities are a hobby.
 - (c) The Nominator acknowledges that if it does not provide the information required in either 10.2 (a) or 10.2 (b) that Tasracing must withhold 46.5% of any Bonus.

A form for Nominators to provide the details required in this clause 10.2 is available on request to Tasracing.

11.0 RACE BONUS

- 11.1 From the Commencement Date and in addition to any prize money, if:
- (a) a Breeder Nominated Horse is a winner of any Designated Race then Tasracing will pay the Breeder Nominator the applicable Race Bonus; and
 - (b) an Owner Nominated Horse is a winner of any Designated Race then Tasracing will pay the Registered Owner of this horse, as per the registrar of Racehorses at the time of the race, the applicable race bonus.

- 11.2 The winner of a race is:
- (a) the horse declared to be a winner by the Stewards at the time correct weight is declared; and in the event that more than one Breeder Nominated Horse or Owner Nominated Horse is declared a winner by the Stewards at the time correct weight is declared, by way of a dead heat, then each Nominated Horse is entitled to that particular Race Bonus
- 11.3 Tasracing may withhold payment of the Race Bonus until:
- (a) Tasracing is satisfied (acting reasonably) that a Nominator is entitled to receive their respective proportions of the Race Bonus under these Terms and Conditions; and
- (b) Tasracing is satisfied (acting reasonably) that the Nominated Horse has tested negative to a swab taken by the Stewards pursuant to the Rules of Racing; and
- (c) Tasracing receives confirmation from the Stewards that they are satisfied that there has been no breach of the Rules of Racing.
- 11.4 The Race Bonus does not constitute any part of the prize money payable under the Rules of Racing for a Designated Race and it is a condition of any Designated Race that the Race Bonus is not considered a prize under Australian Rules of Racing 1.

12.0 BONUS STRUCTURE

12.1 Maiden Bonuses

The relevant Nominators will receive a payment as set out below for the first maiden win of their Nominated Horse.

Age of Nominated Horse	2 YO	3YO	4YO
Payment for Breeder Nominator of winning Nominated Horse for first maiden win	\$1,000.00	\$1,000.00	\$750.00
Payment for Owner Nominator of winning Nominated Horse for first maiden win	\$3,000.00	\$3,000.00	\$2,250.00
Payment for Trainer	\$150.00	\$150.00	\$150.00
Payment for Jockey	\$75.00	\$75.00	\$75.00

The bonus will be paid regardless of the type of race won.

12.2 Special Bonus Races

The relevant Nominators will receive a payment for their non-maiden Nominated Horses winning specified 2YO and 3YO races (of \$50,000 or less).

A maiden winning a specified race will however only be eligible for its maiden bonus (i.e. the special race bonus will not apply).

Any payment under this clause 12.2 is not prize money to be taken into account when deciding the eligibility of a horse or the balloting conditions applicable to a race.

13.0 VOUCHER

- 13.1 A Special Bonus Race Owner has an option to convert the \$3,000 payment into a \$6,000 sale credit voucher (**Voucher**) on the conditions set out in this clause.
- 13.2 Voucher Conditions
- (a) A Voucher will initially be drawn up in the name of the Special Bonus Race Owner.
 - (b) A Voucher cannot be transferred.
 - (c) A Voucher can only be redeemed the day of the next Yearling Sale.
 - (d) Vouchers (or any part thereof) are not redeemable for cash.
 - (e) The Voucher cannot be used to purchase a horse which the redeeming party has bred or in which he or she has a beneficial financial interest. This condition applies irrespective of whether the purchaser retains a beneficial interest in the horse after it has been successfully auctioned.
 - (f) The Voucher is not a prize for the purposes of the Rules of Racing.
 - (g) Prior to the subsequent Tasmanian Magic Millions Yearling Sale, vouchers will be transferred to a cheque written out to Magic Millions for use at this sale.

14.0 TASRACING REFUSAL TO ACCEPT NOMINATION FORMS AND NOMINATION FEES

- 14.1 Tasracing may, without reason or cause being shown and without correspondence being entered into, at its absolute and unfettered discretion, refuse to accept for lodgement any or all Nomination Forms and Nomination Fees.
- 14.2 If Tasracing refuses to accept the lodgement of any Nomination Forms or Nomination Fees for an Eligible Horse, then Tasracing will return to the Breeder and/or the Owner of that Eligible Horse, as the case may be, any of the fees associated with the rejected Nomination Form previously lodged with Tasracing for that Eligible Horse.

15.0 EXCLUSION FROM THE SCHEME

- 15.1 A Nominator must not engage in any Improper Conduct or make any fraudulent misrepresentation in connection with these Terms and Conditions.
- 15.2 If Tasracing is of the reasonable opinion that:
- (a) a Nominated Horse has failed to meet any of these Terms and Conditions; or
 - (b) a Nominator is in breach of these Terms and Conditions,
- then Tasracing in its absolute and unfettered discretion may by notice in writing to the Breeder and Owner of that Nominated Horse:
- (c) deem the Nominated Horse to be no longer an Eligible Horse and de-register that Nominated Horse from the Scheme; and/or
 - (d) deem that a Nominator is no longer entitled to receive payments under clause 12.0 in respect of that Nominated Horse.
- 15.3 If any breach of these Terms and Conditions, was, in the reasonable opinion of Tasracing, the result of the Improper Conduct or fraudulent misrepresentation by a Nominator, then by notice in writing to the Nominator, Tasracing may demand that the Nominator repay to Tasracing any Race Bonuses that the Nominator has received arising out of the breach. The Nominator will re-pay this amount to Tasracing within 28 days of service of the notice by Tasracing. Tasracing's rights under this rule are in addition to any other rights it may have.

16.0 TERMINATION AND VARIATION

- 16.1 Tasracing may, in its absolute and unfettered discretion, by reasonable notification in the Racing Calendar, terminate the Scheme on and from the date specified in that notification (**Effective Date**), without refund of any of the Nomination Fees and on and from the Effective Date of that termination, no further Race Bonuses will be payable.
- 16.2 Tasracing may, in its absolute and unfettered discretion, by notification in the Racing Calendar, vary or amend the Scheme or any of these Terms and Conditions, on and from the Effective Date, without reason or cause being shown and without correspondence being entered into.
- 16.3 If a Nominator does not agree with Tasracing's proposed variation or amendment to the Scheme or these Terms and Conditions, a Nominator may withdraw from the Scheme and/or these Terms and Conditions.
- 16.4 Save for any amounts of money which have accrued due to be paid but remain unpaid under these Terms and Conditions as at the Effective Date of a termination, variation or amendment to the Scheme or any of these Terms and Conditions, in the terms of this rule a Nominator will not have any claim or demand against any other person arising out of the Scheme or its termination, variation or amendment (as the case may be).

17.0 DISQUALIFIED PERSON

- 17.1 No Race Bonus will be payable to a Nominator if the Nominator is a Disqualified Person at the date of the relevant Designated Race.
- 17.2 No Race Bonus will be payable to a Nominator, if in the reasonable opinion of Tasracing, such a payment would result in a financial benefit of any kind being received by a Disqualified Person.
- 17.3 A Disqualified Person, or a person acting on that Disqualified Person's behalf is not entitled to:
- (a) complete and/or lodge any Nomination Forms or Nomination Fees;
 - (b) be a Breeder, and is disqualified from being a Breeder;
 - (c) be an Owner, and is disqualified from being an Owner,
- for so long as the disqualifying status applies to the Disqualified Person.

18.0 LIMITATION OF LIABILITY

The liability of Tasracing, if any, for a breach of a guarantee or warranty implied by any law in relation to the supply of any service under these terms and conditions, not ordinarily acquired for personal, domestic, household use or consumption, is limited, at Tasracing's option, to:

- 18.1 the supplying of the services again; or
- 18.2 the payment of the cost of having the services supplied again.

19.0 REFUNDS

Tasracing has the sole and absolute discretion to determine whether a refund should be made to a person/s who has paid a Nomination Fee.

20.0 MISCELLANEOUS

Should any event, occurrence or issue ("**Event**") arise concerning the Scheme and the event is not contemplated by, or is not covered by these Terms and Conditions, then Tasracing will respond to, deal with, or determine the event in a manner that in Tasracing's reasonable opinion, is in the best interests of the Scheme.