

# HARNESS YEARLING WEBSITE PAGE TERMS AND CONDITIONS

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## 1 HARNESS YEARLING WEBSITE PAGE

- (a) Tasracing has agreed to provide a platform on its Website for the advertising of yearlings for sale by the Vendor.
- (b) Tasracing is the owner and operator of the Website.
- (c) The Vendor is to provide to Tasracing the content of the advertisement.
- (d) Tasracing will (subject to these Terms and Conditions) post the advertisement but otherwise takes no part in a Sale.
- (e) The use of the platform by the Vendor is subject to these Terms and Conditions.

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## 2 DEFINITIONS

In these Terms and Conditions, unless the contrary intention is expressed, defined terms have the meanings set out below:

**Contract Material** any material produced by or on behalf of Tasracing in the course of publishing the Page content.

**Intellectual Property Rights** includes rights in relation to present and future copyright, confidential information, patents, inventions, registered and unregistered trademarks and registered or unregistered designs and includes any right to licence and sub-licence any of the above.

**Laws** means Acts, laws, ordinances, regulations, by-laws, orders, awards and proclamations whether Commonwealth, State or local.

**Page** means the platform on the Website which contains the advertising content for the Sale.

**Personal Information** has the same meaning as defined in the *Privacy Act 1988* (Cth).

**Sale** means the rules in force at the time of the sale of a yearling, as amended by Tasracing from time to time.

**Tasracing** means Tasracing Pty Ltd (ABN 62 269 303 946).

**Terms and Conditions** means these terms and conditions.

**Vendor** means you.

**Website** means [www.tasracing.com.au](http://www.tasracing.com.au)

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## 3 GENERAL OBLIGATIONS

### 3.1 Vendor to submit content for approval

- (a) The Vendor must submit to Tasracing all Page content to Tasracing including: (i) details of the yearling for sale, including sex, colour, sire, dam and location; (ii) a photo or a video, if applicable; (iii) the reserve price, if applicable; and (iv) the Vendor's contact details for prospective buyers.
- (b) Tasracing reserves the right not to publish Page content and to remove Page content which has previously been published.

### 3.2 Vendor to submit appropriate content

The Vendor warrants that the Page content which it submits to Tasracing is accurate and does not contain material which is defamatory, misleading, deceptive, false, offensive, or unlawful.

### 3.3 Vendor and buyer to liaise

- (a) It is the responsibility of the Vendor to attend to all matters relating to the enquiry, sale or transaction of the yearling being sold by the Vendor through the Page.
- (b) Tasracing does not have any involvement or responsibility in any enquiries, sales or transactions in relation to the

Page.

### 3.4 Vendor to notify Tasracing of Sale

The Vendor must notify to Tasracing as soon as practicable details of a Sale, including the Sale price and the buyer(s) for Tasracing to add to the Page.

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## 4 NO GUARANTEES

- (a) Tasracing accepts no responsibility for and does not represent, warrant, endorse, authorise or guarantee the reliability, accuracy or completeness of any Page content published on the Website, including any statement or representation made by the Vendor to the buyer.
- (b) The Vendor and the buyer are responsible for verifying the Page content including, but not limited to, identity, statements of eligibility for race series, statements, representations and terms of sale.

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## 5 INSURANCE AND RISK

Tasracing is not responsible for and will under no circumstances arrange or provide any insurance cover for the Vendor or the Buyer, including any insurance with respect to any Sale.

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## 6 INTELLECTUAL PROPERTY

### 6.1 Licence

The Vendor grants to Tasracing a perpetual, non-exclusive, royalty-free licence to use the Contract Material for publishing on the Page and for any other use by Tasracing.

### 6.2 Warranty

The Vendor warrants that the Page content submitted to Tasracing does not infringe the Intellectual Property Rights (including moral rights) of any party.

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## 7 INDEMNITIES AND WARRANTIES

The Vendor is liable for and indemnifies Tasracing against all loss (including legal costs and expenses on a solicitor/own client basis), liability and claims by any person, arising directly or indirectly from or in connection with any one or more of the following: (a) the breach of any Laws by the Vendor; (b) the breach of any provision of these Terms and Conditions by the Vendor; (c) the breach of any third party Intellectual Property Rights; and (d) the negligence of the Vendor.

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## 8 PRIVACY

Tasracing agrees, in respect of Personal Information held in connection with these Terms and Conditions:

- (a) to comply with the *Privacy Act 1988* (Cth) and any other Laws regarding privacy in force from time to time that is applicable to Tasracing and the Vendor;
- (b) to use the Personal Information only for the purposes of these Terms and Conditions; and
- (c) not to disclose Personal Information without the written authority of the Vendor, except for the purposes of fulfilling its obligations under this document or as required by any Laws.

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## 9 GENERAL

- (a) These Terms and Conditions are governed by the law of Tasmania, and the parties submit to the jurisdiction of the courts of Tasmania.