



## Terms and Conditions

As administered by Tasracing

Listed below are the Terms and Conditions for the Tasbred Incentive Scheme, effective from 1st August 2018. 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 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 as a Tasbred Incentive Scheme Race; and
- (c) is advertised in the race conditions;
- (d) is for 2YO, 3YO and 4YO horses (excluding King Island Races);
- (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) Interstate-sired (BREEDBACK) (the dam at the time of foaling must be Tasmanian-owned, based on Australian Stud Book Breeder location)
- (c) Tasmanian reared (the foal and dam must have resided in Tasmania for at least 6 continuous months between when the foal was born and the foal’s first birthday as listed by the Australian Stud Book)

**“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 a prescribe fee.

**“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.

**“Manager”** means the first-named person by the Registrar of Racehorses in the official ownership records including the transfer or lease (if leased) of a horse or if the horse is owned or leased by a syndicate, the person first-named in the certificate of registration of the syndicate. If the horse is owned or leased by more than one syndicate, the first-named person appearing in the certificate of registration of the first-named syndicate shall be deemed to be the manager.

**“Nominated Horses”** means Breeder Nominated Horses or Owner Nominated Horses.

**“Nominating Year”** means the year 1 August to 31 July.

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

**“Nomination Fee”** means the one-off Nomination Fee of \$550 (Tasmanian Sired), \$1100 (Interstate Sired-BreedBack) and \$1,650 (Tasmanian Reared – the foal and dam must have resided in Tasmania for at least 6 continuous months between when the foal was born, and the foal’s first birthday as listed by the Australian Stud Book).

**“Nomination Form”** means the Nomination Form.

**“Nominator”** means a Breeder Nominator 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 Nominated Horse”** has the meaning given in clause 8.0.

**“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 Tasbred incentive scheme created by these Terms and Conditions.

**“Stewards”** means the Stewards of Office of Racing Integrity.

**“SuperVobis”** means the scheme conducted by Racing Victoria.

**“Tasracing”** means Tasracing Pty Ltd (ACN 137188 286) of Hobart Racecourse, 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.

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

## **2.0 COMMENCEMENT DATE**

These Terms and Conditions commence on 1 August 2018.

## **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 April of the Nominating Year.
- 6.2 If an Eligible Horse is to be paid up and entered in the Yearling Sale by the breeder then the nomination deadline is 1 December of the preceding year.
- 6.3 If an Eligible Horse is not paid up and entered in the Yearling Sale by the breeder then the nomination deadline for the new owner is 30 April of the Nominating Year.
- 6.4 If an Eligible Horses is not paid up by the nomination deadline of 30 April a late nomination will be accepted up until 31 July of the Nominating Year. A late fee equal to the original nomination fee will be applied.

## **7.0 BREEDER NOMINATED HORSE**

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

- 7.1 the Nomination Form is lodged with Tasracing on or before the Nomination Deadline; and
- 7.2 the 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 Nomination Form in respect of the Eligible Horse.

## **8.0 OWNER NOMINATED HORSE**

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

- 8.1 the Nomination Form is lodged with Tasracing on or before the Nomination Deadline; and
- 8.2 the 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 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 lodgment 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 Nomination Fee may be made as follows:
- OPTION 4**
- Deduction from Yearling Sale – payment of the Nomination Fee will be automatically deducted from the proceeds of the sale any nominated horse at the Yearling Sale. The Breeder will authorise this deduction by completing and submitting a Nomination Fee - Deduction Form to Tasracing by 1 December in the preceding Year.
- Should the horse subsequently not be sold at the Yearling Sale, Tasracing will invoice the Breeder for payment of the 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 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).

## 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 and the current Registered Owner/Manager of this horse, as per the Registrar of Racehorses at the time of the race, the applicable Race Bonus; and
  - (b) an Owner Nominated Horse is a winner of any Designated Race then Tasracing will pay the Registered Owner/Manager 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
  - (b) in the event that more than one 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.

## 12.0 BONUS STRUCTURE

### 12.1 Bonuses

The relevant Nominators will receive a payment as set out below for any bonus win of their Nominated Horse.

Nominator details	Breeder	Owner	Trainer	Jockey
Payment for a Breeder Nominated Horse (excl GST)	\$4,000.00	\$16,000.00	\$1,000.00	\$800.00 <sup>+</sup>
Payment for an Owner Nominated Horse (excl GST)	\$0.00	\$16,000.00	\$1,000.00	\$800.00 <sup>+</sup>

*\* \$300 paid to Jockey, \$500 paid to Jockey Welfare Fund*

The bonuses will be on offer on 72\* programmed races in a racing season:

- All 2YO Maidens
- All 3YO Maidens
- Selected 2YO Handicaps, under \$50,000
- Selected 3YO Handicaps, under \$50,000
- Selected 4YO Handicaps, under \$50,000
- Selected Maidens & Maiden/Class 1

*\*Every endeavour will be provided to schedule 72 races.*

*#Where the Bonus is available on a Maiden or Maiden/Class 1, the Bonus is only available to a nominated 2YO, 3YO or 4YO Horse.*

## 13.0 TASBRED ONLY RACES

- 13.1 Tasracing will conduct 1 x \$50k 2YO race and 1 x \$50k 3YO races for Tasbred horses. These races will not have a Tasbred Incentive Scheme Bonus attached.

## 14.0 SUPERVOBIS

- 14.1 The Tasbred Incentive Scheme will match any SuperVobis advertised race in Victoria won by a nominated Tasmania sired horse.
- (a) If the horse is breeder nominated the breeder will receive the Nominator Bonus and the owner the Owner Bonus as stipulated in the Victorian race conditions.
  - (b) If the horse is Owner nominated the Owner will receive the Owner Bonus as stipulated in the Victorian race conditions.

## **15.0 TASRACING REFUSAL TO ACCEPT NOMINATION FORMS AND NOMINATION FEES**

- 15.1 Tasracing may, without reason or cause being shown and without correspondence being entered into, at its absolute and unfettered discretion, refuse to accept for lodgment any or all Nomination Forms and Nomination Fees.
- 15.2 If Tasracing refuses to accept the lodgment 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.

## **16.0 EXCLUSION FROM THE SCHEME**

- 16.1 A Nominator must not engage in any Improper Conduct or make any fraudulent misrepresentation in connection with these Terms and Conditions.
- 16.2 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/or 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.
- 16.3 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 repay 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.

## **17.0 TERMINATION AND VARIATION**

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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).

## **18.0 DISQUALIFIED PERSON**

- 18.1 No Race Bonus will be payable to a Nominator if the Nominator is a Disqualified Person at the date of the relevant Designated Race.
- 18.2 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.
- 18.3 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.

## **19.0 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:

- 19.1 the supplying of the services again; or
- 19.2 the payment of the cost of having the services supplied again.

## **20.0 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.

## **21.0 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.