

Trot Rods Fastest Winner and Leading Time Bonus 2023 terms and conditions

Agreed terms

1 Parties

The parties to these terms and conditions are RQ and the Entrant.

2 Definitions and interpretation

2.1 Definitions

In this document:

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland.
Connections	in relation to a Winning Horse, means that horse's Trainer (or Trainers) and owner (or owners) at the time the horse races in a Trot Rod Heat outlined and determined in accordance with clause 4.
Entrant	has the meaning given to it in clause 3.1(a).
Leading Time	means the fastest time in which a race horse has completed any of the Trot Rods Heats conducted to date according to the official timekeeper.
Leading Time Bonus	has the meaning given to it in clause 4.2(a).
Racing Season	means the season of racing in Queensland that commences on 1 January 2023 and concludes on 31 December 2023.
RHRC	means the Redcliffe Harness Racing Club at Gomersall Street, Redcliffe Qld 4020.
RQ	means the Racing Queensland Board trading as Racing Queensland ABN 80 730 390 733 and, where relevant, includes RQ's managers, employees, contractors, invitees, and any person authorised by RQ.

Term	Definition
Rules of Racing	means the Australian Harness Racing Rules published by Harness Racing Australia as amended and in force in Queensland from time to time and the relevant local rules applicable to harness racing in Queensland, as amended and in force from time to time.
Trainer	means a person licensed to train horses for the harness code of racing as an individual or in a partnership.
Trot Rods Bonus	has the meaning given to it in clause 4.1.
Trot Rod Heats	means each of the heats constituting the Trot Rods Series that is to be run at the RHRC comprised of the following 20 heats: Heat 1 – 19 April 2023; Heat 2 – 19 April 2023; Heat 3 – 26 April 2023; Heat 4 – 26 April 2023; Heat 5 – 3 May 2023; Heat 6 – 3 May 2023; Heat 7 – 10 May 2023; Heat 8 – 10 May 2023; Heat 9 – 17 May 2023; Heat 10 – 17 May 2023; Heat 11 – 24 May 2023; Heat 12 – 24 May 2023; Heat 13 – 24 May 2023; Heat 14 – 24 May 2023; Heat 15 – 24 May 2023; Heat 16 – 24 May 2023; Heat 17 – 24 May 2023; Heat 18 – 24 May 2023; Heat 19 – 24 May 2023; and Heat 20 – 24 May 2023.
Trot Rods Series	means the series comprised of all of the Trot Rods Heats.
Winning Horse	means a race horse that wins either the Trot Rods Bonus or a Leading Time Bonus as determined in accordance with clause 4.
Winning Time	means the fastest time in which a race horse completes any of the Trot Rod Heats according to the official timekeeper.

2.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) unless a contrary intention is expressed, a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (k) a reference to 'month' means calendar month;
- (l) references to '\$A', 'dollar', '\$' and to any amount not otherwise designated is to be construed as a reference to Australian currency;
- (m) a reference to 'writing' includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent and visible form.

3 Entry into the Trot Rods Series

3.1 Entry

- (a) Subject to clause 3.2, a person (the **Entrant**) enters the Trot Rods Series by entering a race horse into at least one of the Trot Rod Heats.
- (b) By entering a Trot Rod Heat, the Entrant accepts these terms and conditions. Terms and conditions will be made available at the point of nomination and confirmed upon acceptance into a Trot Rod Heat.
- (c) The Entrant enters on behalf of the Connections and warrants that they have the authority to accept these terms and conditions on behalf of the Connections.

3.2 Restrictions on entry

Directors, management or employees (or their immediate family) of RQ cannot enter the Trot Rods Series.

4 Trot Rods Bonus and Leading Time Bonus

4.1 The Trot Rods Bonus

Subject to clause 5, the following bonuses will be awarded to the Connections of the race horse with the Winning Time in the Trot Rods Series:

- (a) a bonus payment of \$10,000 (GST inclusive) (**Cash Bonus**); and
- (b) a new, custom built Otto Tuza 3 horse open sidedfloat including 12 months' registration in Queensland (**Float Bonus**),

(collectively, the "**Trot Rods Bonus**").

4.2 The Leading Time Bonus

- (a) Subject to clause 4.2(b) and clause 5, upon completion of each Trot Rod Heat, a bonus payment of \$1,000 (GST inclusive) will be made to the Connections of any race horse which achieves the current Leading Time in the Trot Rods Series (**Leading Time Bonus**).
- (b) For the avoidance of doubt:
 - (i) no Leading Time Bonus will be payable to a race horse which only equals and does not better the current Leading Time; and
 - (ii) multiple Leading Time Bonuses may become payable in the Trot Rods Series and may become payable in respect of the same race horse on multiple occasions.

4.3 Additional Bonuses

- (a) RQ may, but is not obliged to, introduce additional bonuses in connection with the Trot Rods Series from time to time.
- (b) If RQ introduces an additional bonus in accordance with clause 4.3(a), such bonus will be payable in accordance with the terms and conditions of that bonus as published on the RQ website.

4.4 Abandonment of Trot Rods Heat

In the event that any Trot Rods Heat is abandoned and is not rescheduled, the abandoned Trot Rods Heat will not form part of the Trot Rods Series.

4.5 Rules of Racing

- (a) The Rules of Racing apply to the Trot Rods Series and each of the Trot Rods Heats.
- (b) Any reference in these terms and conditions to winning a horse race is a reference to winning that horse race in accordance with the Rules of Racing.

- (c) Any reference in these terms and conditions to a horse having the Winning Time is a reference to a horse having the Winning Time in accordance with the Rules of Racing.
- (d) Any reference in these terms and conditions to a horse having the Leading Time is a reference to a horse having the Leading Time in accordance with the Rules of Racing.

4.6 Status of Trot Rods Bonus and Leading Time Bonus

The Trot Rods Bonus and any Leading Time Bonus is not a prize for the purposes of the Rules of Racing and is not prizemoney to be taken into account when deciding the eligibility of a horse, conducting a barrier draw or the balloting conditions applicable to a race.

5 Payment

5.1 Connections

- (a) The Trot Rods Bonus will be distributed to the relevant Connections as follows:
 - (i) the Cash Bonus will be paid to the owner (or shared equally between multiple owners) of the Winning Horse; and
 - (ii) the Float Bonus will be awarded to the Trainer (or shared equally between multiple trainers) of the Winning Horse.
- (b) Any Leading Time Bonus will be distributed to the relevant Connections as follows:
 - (i) 80% of the Leading Time Bonus will be paid to the owner (or shared equally between multiple owners) of the Winning Horse; and
 - (ii) 20% of the Leading Time Bonus will be paid to the Trainer (or shared equally between multiple Trainers) of the Winning Horse.

5.2 Ties

- (a) For the purposes of the Trot Rods Bonus, where two or more horses achieve the same Winning Time (including where there is a dead heat in any of the Trot Rod Heats):
 - (i) the Cash Bonus will be shared equally between the owners of the race horses that achieve the same Winning Time; and
 - (ii) the Float Bonus will be awarded to one of the winning trainers as determined by ballot conducted at the sole discretion of the Redcliffe Harness Racing Club.
- (b) For the purposes of the Leading Time Bonus, where two or more horses achieve the same Leading Time in a single Trot Rod Heat (by way of a dead-heat), the Leading Time Bonus will be shared equally between the Connections of the race horses that achieve that same Leading Time.

5.3 Payment

- (a) Any bonus payable under these terms and conditions in respect of any Winning Horse will be paid in accordance with clause 5.1 and following the process in the Rules of Racing as if the bonus was prizemoney under the Rules of Racing.

- (b) The payment of a bonus under these terms and conditions is non-transferable, non-negotiable, cannot be exchanged for any other monetary amount or thing and is not eligible for any other bonus scheme, awards program or product associated with RQ whatsoever.
- (c) The bonuses outlined in clause 4 do not include any other product, service, accessory, gift (whether monetary or otherwise) or cost which is not specified in these terms and conditions.

6 Other

6.1 Notification of winners

One of the Connections of any Winning Horse will be notified by telephone or email within three Business Days of winning.

6.2 Promotional activity

The Connections of a Winning Horse:

- (a) must, at RQ's request, participate in all promotional activity (such as publicity and photography with RQ and any of RQ's commercial partners) surrounding the winning of their bonus and the relevant day of the Trot Rods Heat, free of charge; and
- (b) consent to RQ and RQ's commercial partners using their names and images in promotional material.

6.3 RQ's discretion

- (a) RQ may change any part of these terms and conditions at any time and at RQ's absolute discretion.
- (b) RQ may, in its sole discretion, disqualify from any or all of the Trot Rods Heats or the Trot Rods Series any person who:
 - (i) tampers with or benefits from any tampering with the operation of the Trot Rods Series;
 - (ii) violates the Rules of Racing in a Trot Rod Heat;
 - (iii) acts in violation of these terms;
 - (iv) acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person at a Trot Rod Heat; or
 - (v) disparages RQ.

6.4 Exclusion of liability

RQ will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Trot Rods Series or any of the Trot Rod Heats, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including but not limited to:

- (a) any existing or future disputes between any relevant Connections;
- (b) any theft, unauthorised access or third-party interference;
- (c) any variation in bonus to that stated in these terms;
- (d) any tax liability incurred by a winner or entrant; or
- (e) any use of the bonus moneys.

6.5 Awarding bonus

- (a) RQ (the **Requesting Party**) may require any person to whom a bonus is paid to provide to the Requesting Party proof of identity, proof of age, proof of the basis on which the individual claims to be a Connection to a Winning Horse, or any other form of identification or document considered suitable for verification at the Requesting Party's absolute discretion.
- (b) A bonus under these terms will not be paid until the Requesting Party is satisfied that:
 - (i) the required documents referred to in clause 6.5(a) have been provided; and
 - (ii) the person is entitled to be paid the bonus.

6.6 Problems affecting the Trot Rods Heat

If for any reason any aspect of the Trot Rods Series (including any Trot Rods Heat) is not capable of running as planned, including by reason of:

- (a) computer virus;
- (b) mobile network failure;
- (c) bugs;
- (d) tampering;
- (e) unauthorised intervention;
- (f) fraud;
- (g) technical failures;
- (h) weather conditions;
- (i) race abandonment; or
- (j) any other cause beyond the control of RQ,

which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Trot Rods Series, RQ may in its sole discretion cancel, terminate, modify or suspend the Trot Rods Series, or invalidate any affected entries, to the extent permitted by law.

6.7 Goods and Services Tax

- (a) In this clause, a reference to "Recipient" is reference to an owner and to a Trainer entitled to be paid the Trot Rods Bonus or a Leading Time Bonus.

- (b) If the Recipient is GST registered, the Recipient agrees to the terms below in respect of GST on any amount payable:
- (i) the Recipient (the Supplier) acknowledges that the Recipient is registered for GST purposes and will promptly notify RQ in writing if they cease to be registered for GST purposes;
 - (ii) the Recipient, (the Supplier) warrants that the ABN provided to RQ is correct and acknowledges that RQ relies on this ABN being correct;
 - (iii) the Recipient (the Supplier) will not issue tax invoices in relation to any amount payable to the Recipient by RQ;
 - (iv) RQ (the Recipient) may issue tax invoices in respect of amounts (supplies) that it has to pay the owner and the Trainer;
 - (v) the Recipient understands that RQ is registered for GST purposes and that it will notify the Recipient in writing immediately if it ceases to be GST registered or it is otherwise unable to satisfy the requirements allowing RQ to issue Recipient Created Tax Invoices (RCTI);
 - (vi) the Recipient (the Supplier) indemnifies RQ for any liability in respect of tax, over claimed credits, penalties or interest as a result of RQ issuing a RCTI in circumstances where the Recipient has failed to promptly notify RQ that the Recipient is no longer registered for GST; and
 - (vii) the Recipient understands and agrees that RQ may set off the value of any liability, obligation or other amounts that the Recipient owes to RQ against any amounts due and owing or directed to the Recipient, including amounts payable through the Centralised Prize Money System administered by RQ.