



Racing Queensland Board (trading as Racing Queensland)  
ABN 80 730 390 733

QBRED terms and conditions for the Racing Season 2021

# Agreed terms

## 1 Definitions and interpretation

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### 1.1 Definitions

In this document:

<b>Term</b>	<b>Definition</b>
<b>Australian Harness Racing Rules</b>	means the Australian Harness Racing Rules published by Harness Racing Australia effective 1 September 1999 as subsequently amended.
<b>Breeder</b>	means the lawful owner or lessee of the dam at the time of the last date of services.
<b>Business Day</b>	means a day that is not a Saturday, Sunday or public holiday in Brisbane.
<b>Controlling Body</b>	means: <ul style="list-style-type: none"><li>(a) save and except for paragraph (b) an organisation which by convention, recognition or law is deemed to be in control of harness racing in a State or Territory of Australia or in part of or the whole of a country; and</li><li>(b) in respect of the State of Queensland, RQ unless a rule provides for the Controlling Body to perform a function that is a function of QRIC under the <i>Racing Integrity Act 2016</i> (Qld) in which case the QRIC must perform the function.</li></ul>
<b>Driver</b>	means a person licensed by a Controlling Body who is on a racetrack for the purpose of driving or riding a horse.
<b>Eligibility A Horse</b>	has the meaning outlined in clause 2.1.
<b>Eligibility B Horse</b>	has the meaning outlined in clause 2.2.
<b>Eligibility C Horse</b>	has the meaning outlined in clause 2.3.
<b>Eligibility D Horse</b>	has the meaning outlined in clause 2.4.
<b>Nomination Form</b>	means the "Conditions for Nomination into the QBRED Scheme" form available from RQ at <a href="https://www.racingqueensland.com.au/Harness-Industry/QBRED">https://www.racingqueensland.com.au/Harness-Industry/QBRED</a>
<b>Notified</b>	means notification in compliance with the requirements of Rule 277 of the Australian Harness Racing Rules.
<b>Owner</b>	means the lawful owner or owners of the horse, who may also be the Breeder.
<b>Pacer</b>	means a horse registered with the QRIC as having the gait of a "pacer".
<b>QBRED</b>	means the Queensland Standardbred Incentive Scheme.

<b>Term</b>	<b>Definition</b>
<b>QBRED Bonus</b>	means each of: (a) the QBRED Cash Bonus; (b) the QBRED Feature Race Prizemoney; (c) the QBRED First Win Bonus; and (d) the QBRED Second Win Bonus.
<b>QBRED Cash Bonus</b>	means \$1,000 (one thousand dollars) (GST inclusive).
<b>QBRED Feature Race Prizemoney</b>	means the applicable percentage of the total prizemoney for QBRED Feature Races as outlined in Schedule 1.
<b>QBRED Feature Races</b>	means: (a) the races listed in Schedule 1; and (b) any other race which is selected by RQ to be a "QBRED Feature Race", is listed as such in the racing calendar and is conducted in Queensland during the Racing Season.
<b>QBRED Fees</b>	means either the QBRED Series Fee or applicable QBRED Single Year Fee/s as set out in clause 4.1 and paid to RQ in accordance with either clause 4.2 (for a QBRED Series Fee) or 4.3 (for QBRED Single Year Fee/s).
<b>QBRED First Win Bonus</b>	means a payment of \$10,000 (GST inclusive).
<b>QBRED Foal Fee</b>	means a payment to RQ of \$99 (GST inclusive) made within one (1) year of the relevant horse being born.
<b>QBRED Horse</b>	means a horse that is: (a) an Eligibility A Horse; (b) an Eligibility B Horse; (c) an Eligibility C Horse; or (d) an Eligibility D Horse.
<b>QBRED Second Win Bonus</b>	means a payment of \$7,500 (GST inclusive).
<b>QBRED Series Fee</b>	means any of the 2YO Series Fee, 2YO Trotter Series Fee, 4YO+ Series Fee and 4YO+ Trotters Series Fee, each as set out in item 1 of Schedule 2.
<b>QBRED Single Year Fee</b>	means any of the 2YO Single Year Fee, 2YO Trotter Single Year Fee, 3YO Single Year Fee, 3YO Trotter Single Year Fee, 3YO Final Fee, 3YO+ Final Fee and the 4YO+ Final Fee, each as set out in item 2 of Schedule 2 and any equivalent single year eligibility payments made under and in accordance with previous versions of QBRED.
<b>QBRED Win Bonus</b>	means either the QBRED First Win Bonus or the QBRED Second Win Bonus.
<b>QRIC</b>	means the Queensland Racing Integrity Commission.

<b>Term</b>	<b>Definition</b>
<b>Racing Season</b>	means the season of racing in Queensland that commences on 1 January 2021 and concludes on 31 December 2021.
<b>Request Form</b>	means a communication of interest in participating in QBRED by the Owner and/or the Breeder using the prescribed form.
<b>RQ</b>	means the Racing Queensland Board ABN 80 730 390 733 (trading as Racing Queensland) and, where relevant, includes RQ's managers, employees, contractors, invitees, and any person authorised by RQ.
<b>Standardbred</b>	when used with reference to a horse means a horse which is the progeny of a registered sire and registered dam.
<b>Standardbred Sire Index</b>	means the index of "Standardbred Sires" maintained by Harness Racing Australia and available at: <a href="http://www.harness.org.au/ausbreed/studs/INDEX2.HTM">http://www.harness.org.au/ausbreed/studs/INDEX2.HTM</a> as may be subsequently amended.
<b>Trainer</b>	means a person licensed under the Australian Harness Racing Rules by a Controlling Body that trains a horse or does other things which are only done or usually done by trainers.
<b>Trotter</b>	means a horse registered with the QRIC as having the gait of a "trotter".

## **2 Eligibility**

### **2.1 Eligibility A – Queensland Based Mare**

A horse is an Eligibility A Horse if:

- (a) it is:
  - (i) the progeny of a mare inseminated in Queensland with the semen of a registered Standardbred stallion (whether or not that stallion was registered as standing in Queensland at the time of insemination); and
  - (ii) born in Queensland, and
- (b) the horse has been Notified; and
- (c) the horse is either a Pacer or a Trotter; and
- (d) the following payments have been made to RQ by the Breeder and/or the Owner in respect of the relevant horse:
  - (i) the QBRED Foal Fee within one (1) year of the horse being born; and
  - (ii) the QBRED Fees in accordance with clause 4.

## **2.2 Eligibility B – Queensland Sired**

A horse is an Eligibility B Horse if:

- (a) it is:
  - (i) the progeny of a mare inseminated anywhere in the world with the semen of a Standardbred stallion where the stallion was, at the time of insemination:
    - (A) registered with the QRIC; and
    - (B) located in Queensland, and
  - (ii) born anywhere in Australia or the World; and
- (b) the horse has been Notified; and
- (c) if born outside of Queensland, a Request Form has been provided to RQ in respect of the horse and this Request Form has been accepted by RQ in accordance with clause 3.2; and
- (d) the horse is either a Pacer or a Trotter; and
- (e) the following payments have been made to RQ by the Breeder and/or the Owner in respect of the relevant horse:
  - (i) the QBRED Foal Fee within one (1) year of the horse being born; and
  - (ii) the QBRED Fees in accordance with clause 4.

## **2.3 Eligibility C – Transitional QBRED**

A horse is an Eligibility C Horse if:

- (a) it is:
  - (i) the progeny of a mare inseminated outside of Queensland; and
  - (ii) born in Queensland, and
- (b) the horse has been Notified; and
- (c) the horse is either a Pacer or a Trotter; and
- (d) there is no other horse that is the progeny of the same mare that has previously been or currently is a QBRED Horse; and
- (e) a Request Form has been provided to RQ in respect of the horse and this Request Form has been accepted by RQ in accordance with clause 3.2; and
- (f) on the day the horse is born:
  - (i) where there is one Owner, the Owner is a resident of Queensland; or
  - (ii) where there is more than one Owner, a 50% or greater (in aggregate) ownership interest in the horse is held by residents of Queensland; and

- (g) the following payments have been made to RQ by the Breeder and/or the Owner in respect of the relevant horse:
  - (i) the QBRED Foal Fee within one (1) year of the horse being born; and
  - (ii) the QBRED Fees in accordance with clause 4.

## **2.4 Eligibility D – Additional Trotter**

A horse is an Eligibility D Horse if:

- (a) it is:
  - (i) the progeny of a mare inseminated with the semen of a Standardbred stallion where the stallion was, at the time of insemination:
    - (A) registered with the QRIC; and
    - (B) listed on the Standardbred Sire Index; and
    - (C) designated with the notation "(TR)" in the Standardbred Sire Index, and
  - (ii) born in Australia, and
- (b) the horse has been Notified; and
- (c) if born outside of Queensland, a Request Form has been provided to RQ in respect of the horse and this Request Form has been accepted by RQ in accordance with clause 3.2; and
- (d) the horse is a Trotter; and
- (e) the following payments have been made to RQ by the Breeder and/or the Owner in respect of the relevant horse:
  - (i) the QBRED Foal Fee within one (1) year of the horse being born; and
  - (ii) the QBRED Fees in accordance with clause 4.

## **2.5 Other Australian breeding schemes**

A horse's eligibility for, and participation in, any other breeding scheme/s in any other Australian state or territory does not preclude that horse from participating in QBRED.

# **3 Participation**

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## **3.1 Request to participate**

The Owner or Breeder of a potential:

- (a) Eligibility C Horse; or
- (b) Eligibility B Horse or Eligibility D Horse (where that horse is born outside of Queensland),

that wishes for its horse to participate in QBRED must notify RQ by submitting a Request Form within eight (8) months of the horse being born.

### **3.2 Acceptance of request by RQ**

- (a) RQ will consider Request Forms received from an Owner or Breeder under clause 3.1.
- (b) Where RQ:
  - (i) accepts that a horse is an Eligibility B Horse, an Eligibility C Horse or an Eligibility D Horse, RQ will issue the Owner or Breeder an invoice for the QBRED Foal Fee for that horse; or
  - (ii) does not accept that a horse is an Eligibility B Horse, an Eligibility C Horse or an Eligibility D Horse for whatever reason:
    - (A) RQ will notify the Owner or Breeder of this non-acceptance and will not issue an invoice for the QBRED Foal Fee; and
    - (B) that horse will not be eligible to participate in QBRED or be a QBRED Horse for this or any future Racing Seasons.

### **3.3 Review of QBRED eligibility**

- (a) At any time, RQ may, acting reasonably, review and determine (or redetermine) the eligibility of a horse for QBRED, including after a horse has been accepted as a QBRED Horse.
- (b) If, following the review of a horse's eligibility for QBRED in accordance with (a), RQ determines that a horse which has previously been accepted as a QBRED Horse is or was not eligible for QBRED under these or equivalent terms and conditions, then:
  - (i) RQ may in writing cancel the eligibility of that horse for QBRED and refund any payments made by the Owner and/or Breeder (as applicable) in relation to that horse's participation in QBRED, less an administration fee of \$350 (plus GST); and
  - (ii) RQ may request the Owner and/or Breeder to repay any QBRED Bonuses received as a result of that horse's participation in QBRED (other than QBRED Feature Race Prizemoney, which is dealt with in subclause (e)), in which case the Owner and/or Breeder must negotiate in good faith with RQ to agree an acceptable timeframe/plan for the repayment of such bonuses to RQ.
- (c) If an Owner and/or Breeder who has been requested by RQ to repay QBRED Bonuses under clause 3.3(b)(ii) is unable to agree a suitable timeframe/plan for the repayment of such bonuses with RQ within 30 days of receipt of a notice of cancellation under clause 3.3(b)(i), the Owner and/or Breeder will be liable to repay RQ those QBRED Bonuses on demand.
- (d) The Owner and/or Breeder of a horse which is subject to a review of its eligibility for QBRED under this clause 3.3 must cooperate with and furnish RQ with all such documents or other information requested by RQ to ascertain that particular horse's eligibility for QBRED under these or equivalent terms and conditions.
- (e) In the event that RQ cancels the eligibility of a horse for QBRED, that horse will be treated as having been disqualified under the Australian Harness Racing Rules and any

QBRED Feature Race Prizemoney won must be refunded, returned or otherwise dealt with in accordance with the applicable rule/s under the Australian Harness Racing Rules.

## **4 QBRED Fees**

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### **4.1 QBRED Fees**

In addition to paying the QBRED Foal Fee, the Owner must make either of the following payments to RQ following the process set out in clause 4.4 for a horse to be a QBRED Horse (and eligible to participate in QBRED):

- (a) the Series Fee in accordance with clause 4.2; or
- (b) the Single Year Fees in accordance with clause 4.3.

### **4.2 Series Fee**

- (a) Where the Owner of a QBRED Horse pays the applicable Series Fee for the Racing Season or a previous racing season in accordance with clause 4.2(b):
  - (i) the QBRED Fees for that QBRED Horse are fully paid for the life of that horse for the purposes of current and future QBRED eligibility; and
  - (ii) no further Series Fee or Single Year Fees will be payable by the Owner in order for that QBRED Horse to be eligible to participate in QBRED in this or any other Racing Season.
- (b) For a QBRED Horse that is:
  - (i) a Pacer, the Owner of the QBRED Horse may pay either:
    - (A) the 2YO Series Fee if the QBRED Horse is two (2) years old during the Racing Season; or
    - (B) the 4YO+ Series Fee if the QBRED Horse is four (4) years old or older during the Racing Season, or
  - (ii) a Trotter, the Owner of the QBRED Horse may pay either:
    - (A) the 2YO Trotters Series Fee if the QBRED Horse is two (2) years old during the Racing Season; or
    - (B) the 4YO+ Trotters Series Fee if the QBRED Horse is four (4) years old or older during the Racing Season.
- (c) No series fee is able to be paid if the horse is three (3) years old during the Racing Season. The Owner of a QBRED Horse that is aged three (3) years old during the Racing Season may only pay a Single Year Fee in accordance with clause 4.3.

### **4.3 Single Year Fees**

- (a) Where the Owner of a Trotter or a Pacer has:

- (i) paid one Single Year Fee in accordance with clauses 4.3(b) or 4.3(c) (as applicable) and no single year fee has previously been paid for that QBRED Horse:
    - (A) the applicable QBRED Fees have been paid for that QBRED Horse for the Racing Season only; and
    - (B) to be eligible to participate in QBRED for future seasons, one further single year fee will need to be paid by the Owner in accordance with the QBRED terms and conditions applicable to that future season,
  - (ii) paid one Single Year Fee for the Racing Season in accordance with clauses 4.3(b) or 4.3(c) (as applicable) and has previously paid a single year fee under QBRED for that QBRED Horse:
    - (A) the QBRED Fees for that QBRED Horse are fully paid for the life of that horse for the purposes of QBRED eligibility; and
    - (B) no further Series Fee or Single Year Fees will be payable by the Owner in order for that QBRED Horse to be eligible to participate in QBRED in this or any other Racing Season; or
  - (iii) previously paid two single year fees for that QBRED Horse:
    - (A) the QBRED Fees for that QBRED Horse are fully paid for the life of that horse for the purposes of QBRED eligibility; and
    - (B) no further Series Fee or Single Year Fees will be payable by the Owner in order for that QBRED Horse to be eligible to participate in QBRED in this or any other Racing Season.
- (b) For a Pacer that is:
- (i) two (2) years old during the Racing Season, the Owner of the QBRED Horse may pay the 2YO Single Year Fee;
  - (ii) three (3) years old during the Racing Season, the Owner of the QBRED Horse may pay the:
    - (A) 3YO Single Year Fee if no equivalent single year fee has previously been paid under QBRED for that horse, or
    - (B) 3YO Final Year Fee if one equivalent single year fee has previously been paid under QBRED for that horse, or
  - (iii) four (4) years or older during the Racing Season, the Owner of the QBRED Horse may pay the 4YO+ Final Fee but only if a single year fee has been previously paid under QBRED for that horse. If the Owner has not previously paid a single year fee for that horse, the Owner may only pay the 4YO+ Series Fee in accordance with clause 4.2(b)(i)(B).
- (c) For a Trotter that is:
- (i) two (2) years old during the Racing Season, the Owner of the QBRED Horse may pay the 2YO Trotter Single Year Fee; or

- (ii) three (3) years or older during the Racing Season, the Owner of the QBRED Horse may pay the:
  - (A) 3YO Trotter Single Year Fee if no equivalent single year fee has previously been paid under QBRED for that horse; or
  - (B) 3YO+ Trotter Final Fee if one equivalent single year fee has previously been paid under QBRED for that horse.
- (d) Where the Owner of a Trotter or a Pacer believes that a single year fee has been or may have been previously paid under QBRED for that QBRED Horse, that Owner may provide such evidence as is reasonably necessary to satisfy RQ that such fee was paid. Where RQ is satisfied that such fee was paid, RQ will provide the Owner with confirmation that such fee was paid for that QBRED Horse.

#### **4.4 Payment of QBRED Fees**

Payment of the QBRED Fees for a horse is made by the Owner completing the Nomination Form (which includes payment information) and providing this Nomination Form to RQ by or on the relevant due date (or such other dates as are agreed with RQ).

#### **4.5 Late payments**

Where the Owner of a horse has not paid the QBRED Fees in accordance with the relevant due dates (or such other dates as are agreed with RQ), the horse will not be a QBRED Horse for the Racing Season.

## **5 QBRED Win Bonuses**

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### **5.1 QBRED First Win Bonus**

- (a) Subject to clauses 5.1(b) and 5.3, a QBRED First Win Bonus will be paid in accordance with clause 5.4 on the first occasion that a QBRED Horse aged two (2) years or older places first (or is in a dead heat for first place) in a race in Queensland that carries prizemoney of more than \$4,500.
- (b) A horse cannot win a QBRED First Win Bonus (or a similar bonus earned on an equivalent basis under QBRED in a previous racing season) on more than one occasion.

### **5.2 QBRED Second Win Bonus**

- (a) Subject to clauses 5.2(b), 5.2(c) and 5.3, a QBRED Second Win Bonus will be paid in accordance with clause 5.4 on the second occasion that a QBRED Horse (now aged three (3) years or older) places first (or is in a dead heat for first place) in a race in Queensland that carries prizemoney of more than \$4,500.
- (b) A horse cannot win a QBRED Second Win Bonus (or a similar bonus earned on an equivalent basis under QBRED in previous racing seasons):
  - (i) on more than one occasion; or
  - (ii) in the same racing season in which it wins the QBRED First Win Bonus; or
  - (iii) if it has won a QBRED First Win Bonus (or a similar bonus earned on an equivalent basis under QBRED in a previous racing season) and, in a subsequent racing

season prior to 1 September 2019, won (or finished in a dead heat for first place in) another race in Queensland, where that race carried prizemoney of more than \$4,500.

- (c) A QBRED Horse winning (or finishing in a dead heat for first place in) multiple races in Queensland carrying prizemoney of more than \$4,500 in the same racing season that it wins the QBRED First Win Bonus does not prevent that QBRED Horse from winning the QBRED Second Win Bonus in a subsequent racing season.

### **5.3 Non-payment of QBRED Fees**

- (a) Where in the Racing Season, a horse would have won either a QBRED First Win Bonus or a QBRED Second Win Bonus had the Owner paid to RQ the QBRED Fee in accordance with clause 4, but this QBRED Fee was not paid, that horse is not a QBRED Horse for the Racing Season and therefore is not eligible to be paid the QBRED Win Bonus and forfeits that QBRED Win Bonus.
- (b) If the QBRED Win Bonus forfeited in accordance with clause 5.3(a) is the QBRED First Win Bonus and the Owner pays RQ the QBRED Fee for the following racing season, that horse will be eligible for the QBRED Second Win Bonus in that racing season.

### **5.4 QBRED Win Bonuses**

Where a QBRED Horse is eligible for either a QBRED First Win Bonus or a QBRED Second Win Bonus, the relevant bonus will be paid as follows:

- (a) ninety percent (90%) of the applicable QBRED Win Bonus will be paid to the Owner of the QBRED Horse; and
- (b) ten percent (10%) of the QBRED Win Bonus will be paid to the Breeder of the QBRED Horse.

## **6 QBRED Cash Bonus**

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### **6.1 QBRED Cash Bonus eligibility**

A QBRED Cash Bonus will be paid in accordance with clause 6.2 where a QBRED Horse places first (or is in a dead heat for first place) in a race specified by RQ in the race program as a "QBRED Cash Bonus race".

### **6.2 QBRED Cash Bonus**

Where a QBRED Horse is eligible for a QBRED Cash Bonus, the QBRED Cash Bonus will be paid as follows:

- (a) ninety percent (90%) of the QBRED Cash Bonus will be paid to the Owner of the QBRED Horse; and
- (b) ten percent (10%) of the QBRED Cash Bonus will be paid to the Breeder of the QBRED Horse.

## **7 QBRED Feature Race Prizemoney**

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### **7.1 QBRED Feature Race Prizemoney eligibility**

Subject to clause 7.2, QBRED Feature Race Prizemoney will be paid in accordance with:

- (a) clause 7.3(a) where a QBRED Horse places first (or is in a dead heat for first place) in a QBRED Feature Race; or
- (b) clause 7.3(b) where a QBRED Horse places second, third, fourth or fifth (or is in a dead heat for that place) in a QBRED Feature Race.

### **7.2 Dead heats**

- (a) Where two or more QBRED Horses are in a dead heat for first place in a QBRED Feature Race:
  - (i) the QBRED Feature Race Prizemoney will be aggregated as follows:
    - (A) where there are two QBRED Horses in a dead heat for first place, the QBRED Feature Race Prizemoney for the first placed and the second placed horses will be aggregated;
    - (B) where there are three QBRED Horses in a dead heat for first place, the QBRED Feature Race Prizemoney for the first placed, the second placed and the third placed horses will be aggregated;
    - (C) where there are four QBRED Horses in a dead heat for first place, the QBRED Feature Race Prizemoney for the first placed, the second placed, the third placed and the fourth placed horses will be aggregated; and
    - (D) where there are five or more QBRED Horses in a dead heat for first place, the QBRED Feature Race Prizemoney for the first placed, the second placed, the third placed, the fourth placed and the fifth placed horses will be aggregated,
  - (ii) the total QBRED Feature Race Prizemoney aggregated in accordance with clause 7.2(a)(i) will be divided equally amongst the QBRED Horses involved in the dead heat and paid in accordance with clause 7.3(a); and
  - (iii) where there is a dead heat, the QBRED Feature Race Prizemoney payable to the other QBRED Horses in the QBRED Feature Race will commence after the number of QBRED Horses involved in the dead heat. For example, where there are two QBRED Horses in a dead heat for first place, the next finishing QBRED Horse will be paid the QBRED Feature Race Prizemoney for third place. Alternatively, if there are five QBRED Horses in a dead heat for first place, no QBRED Feature Race Prizemoney will be payable to the other QBRED Horses in that QBRED Feature Race.
- (b) Where there are two or more QBRED Horses in a dead heat for a place other than first in a QBRED Race:
  - (i) the QBRED Feature Race Prizemoney will be aggregated as follows:

- (A) where there are two QBRED Horses in a dead heat for a place, the QBRED Feature Race Prizemoney for that place and the following place (if any) will be aggregated;
- (B) where there are three QBRED Horses in a dead heat for a place, the QBRED Feature Race Prizemoney for that place and the following two places (if any) will be aggregated; and
- (C) where there are four or more QBRED Horses in a dead heat for a place, the QBRED Feature Race Prizemoney for that place and the following three places (if any) will be aggregated,

for the avoidance of doubt, where there are more QBRED Horses involved in a dead heat than there are places earning QBRED Feature Race Prizemoney in that QBRED Feature Race, the QBRED Feature Race Prizemoney aggregated for the QBRED Horses involved in the dead heat will be limited to those places earning QBRED Feature Race Prizemoney,

- (ii) the total QBRED Feature Race Prizemoney aggregated in accordance with clause 7.2(b)(i) will be divided equally amongst the QBRED Horses involved in the dead heat and paid in accordance with clause 7.3(b); and
- (iii) where there is a dead heat, the QBRED Feature Race Prizemoney payable to the other QBRED Horses in the QBRED Feature Race will commence after the number of QBRED Horses involved in the dead heat. For example, where there are two QBRED Horses in a dead heat for second place, the next finishing QBRED Horse will be paid the QBRED Feature Race Prizemoney for fourth place. Alternatively, if there are four QBRED Horses in a dead heat for second place, no QBRED Feature Race Prizemoney will be payable to the other QBRED Horses in that QBRED Feature Race.

### **7.3 QBRED Feature Race Prizemoney**

- (a) Where the requirements of clause 7.1(a) are satisfied but subject to clause 7.3(c), the applicable QBRED Feature Race Prizemoney will be paid as follows:
  - (i) eighty-two and a half percent (82.5%) of the applicable QBRED Feature Race Prizemoney will be paid to the Owner of the QBRED Horse;
  - (ii) seven and a half percent (7.5%) of the applicable QBRED Feature Race Prizemoney will be paid to the Trainer of the QBRED Horse;
  - (iii) five percent (5%) of the applicable QBRED Feature Race Prizemoney will be paid to the Driver of the QBRED Horse; and
  - (iv) five percent (5%) of the applicable QBRED Feature Race Prizemoney will be paid to the Breeder of the QBRED Horse.
- (b) Where the requirements of clause 7.1(b) are satisfied but subject to clause 7.3(c), the applicable QBRED Feature Race Prizemoney will be paid as follows:
  - (i) eighty-seven and a half percent (87.5%) of the applicable QBRED Feature Race Prizemoney will be paid to the Owner of the QBRED Horse;
  - (ii) seven and a half percent (7.5%) of the applicable QBRED Feature Race Prizemoney will be paid to the Trainer of the QBRED Horse; and

- (iii) five percent (5%) of the applicable QBRED Feature Race Prizemoney will be paid to the Driver of the QBRED Horse.
- (c) An animal welfare levy of one percent (1%) will be deducted from all QBRED Feature Race Prizemoney prior to being paid and will be retained by RQ and applied to animal welfare initiatives.

## **8 Other**

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### **8.1 Entire Agreement**

- (a) These terms and conditions supersede all previous terms for the QBRED program and set out the entire agreement between the parties.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation, advertisement or discussion, has no effect except to the extent expressly set out or incorporated by reference in this document.

### **8.2 Terms and conditions**

- (a) By participating in QBRED, parties accept and agree to be bound by these terms and conditions (as may change from time to time in accordance with clause 8.2((b)).
- (b) RQ may amend these terms and conditions at any time in RQ's absolute discretion.

### **8.3 Ineligible nomination for registration**

If RQ determines in its absolute discretion that a Nomination Form submitted does not comply with these terms and conditions or is not otherwise eligible, it may reject the Nomination Form and refund any payments made with the Nomination Form less an administration fee of \$350 (plus GST).

### **8.4 Promotion activity**

Any

- (a) Owner or Breeder entitled to be paid a QBRED Bonus; and
- (b) Trainer or Driver entitled to be paid QBRED Feature Race Prizemoney,

agrees:

- (c) at RQ's request, to participate in all promotional activity (such as publicity and photography) surrounding their entitlement to be paid, free of charge; and
- (d) to RQ using their name and images in promotional material.

### **8.5 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 QBRED, a QBRED Bonus or any QBRED Feature Race except for 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 Breeders, Owners, Trainers and/or Drivers;
- (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.

## **8.6 Goods and Services Tax**

- (a) In this clause, a reference to "Recipient" is reference to a Breeder, an Owner, a Trainer and/or a Driver entitled to be paid a QBRED 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 Breeder or the Owner or the Trainer or the Driver;
  - (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 Central Prize Money System administered by RQ.

## **8.7 Interpretation**

In these terms and conditions:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;

- (c) 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 and references to this document include any schedules or annexures;
- (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) 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;
- (f) a reference to this document includes the agreement recorded by this document;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) a reference to 'month' means calendar month;
- (k) in the interpretation of this document, headings are to be disregarded;
- (l) references to '\$A', 'dollar', '\$' and to any amount not otherwise designated is to be construed as a reference to Australian currency; and
- (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.

## Schedule 1

### **2021 QBRED FEATURE RACES AND QBRED FEATURE RACE PRIZEMONEY**

<b>RACE</b>	<b>SEX</b>	<b>TOTAL QBRED FEATURE RACE PRIZEMONEY</b>	<b>1<sup>ST</sup></b>	<b>2<sup>ND</sup></b>	<b>3<sup>RD</sup></b>	<b>4<sup>TH</sup></b>	<b>5<sup>TH</sup></b>
QBRED Triad Series 2YO Final (1660m)	M	\$100,550*	63%	18%	9%	6%	4%
QBRED Triad Series 2YO Final (1660m)	F	\$100,550*	63%	18%	9%	6%	4%
QBRED Triad Series 2YO Consolation (1660m)	M	\$20,550*	63%	18%	9%	6%	4%
QBRED Triad Series 2YO Consolation (1660m)	F	\$20,550*	63%	18%	9%	6%	4%
QBRED Triad Series 3YO Final (2138m)	M	\$50,660*	63%	18%	9%	6%	4%
QBRED Triad Series 3YO Final (2138m)	F	\$50,660*	63%	18%	9%	6%	4%
QBRED Triad Series 3YO Consolation (2138m)	M	\$16,050*	63%	18%	9%	6%	4%
QBRED Triad Series 3YO Consolation (2138m)	F	\$16,050*	63%	18%	9%	6%	4%
QBRED Triad Series 4YO Final (2138m)	M	\$25,660*	63%	18%	9%	6%	4%
QBRED Triad Series 4YO Final (2138m)	F	\$25,660*	63%	18%	9%	6%	4%
QBRED Triad Series 2YO Trotting Stand	C	\$10,000*	63%	18%	9%	6%	4%

RACE		SEX	TOTAL QBRED FEATURE RACE PRIZEMONEY	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>	5 <sup>TH</sup>
Start (1628m)	Final							
QBRED Triad Series 3YO Trotting Mobile Final (1660m)		C	\$15,000*	63%	18%	9%	6%	4%
QBRED Breeder's Classic Series 2YO Final (1660m)		M	\$25,550*	63%	18%	9%	6%	4%
QBRED Breeder's Classic Series 2YO Final (1660m)		F	\$25,550*	63%	18%	9%	6%	4%
QBRED Breeder's Classic Series 2YO Consolation (1660m)		M	\$12,860*	63%	18%	9%	6%	4%
QBRED Breeder's Classic Series 2YO Consolation (1660m)		F	\$12,860*	63%	18%	9%	6%	4%

\* The total QBRED Feature Race Prizemoney available on any QBRED Feature Race will be reduced by the amount paid by RQ in respect of all Starters' fees, Driver's fees and/or float rebate fees that are applicable to the QBRED Feature Race and by the 1% animal welfare levy as per clause 7.3(c).

### Key

SEX	MEANING
M	Colts, Geldings or Entires
F	Fillies or Mares
C	Combined

## Schedule 2

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### **2021 QBRED SERIES FEES AND SINGLE YEAR FEES**

#### **1. QBRED Series Fees**

<b>FEE</b>	<b>AMOUNT (GST inclusive)</b>	<b>DUE DATE</b>
2YO Series Fee	\$700	On or before 1 December 2020
2YO Trotter Series Fee	\$400	On or before 1 December 2020
4YO+ Series Fee	\$1,200	On or before 1 November 2020
4YO+ Trotters Series Fee	\$700	On or before 1 November 2020

#### **2. QBRED Single Year Fees**

<b>FEE</b>	<b>AMOUNT (GST inclusive)</b>	<b>DUE DATE</b>
2YO Single Year Fee	\$460	On or before 1 December 2020
2YO Trotter Single Year Fee	\$250	On or before 1 December 2020
3YO Final Year Fee	\$240	On or before 1 November 2020
3YO Single Year Fee	\$460	On or before 1 November 2020
3YO Trotter Single Year Fee	\$250	On or before 1 November 2020
3YO+ Trotter Final Year Fee	\$250	On or before 1 November 2020
4YO+ Final Fee	\$460	On or before 1 November 2020