

“The Archer”

Race Information

The Archer Race will be a weight-for-age horse race to be run by the Central Queensland Amateur Racing Club Inc. (“the Club”) over a distance of 1300 metres on turf at Callaghan Park, Rockhampton (“the Race”).

The inaugural Race will be run in May 2022 on a date to be specified in the Racing Calendar to be published by Racing Queensland and will be run annually in 2023 and 2024

The race will have a maximum of Twelve (12) starters.

Slot Licences and how they will be allocated

The Club will issue Twelve (12) slots with each slot representing a starting slot in the Race for a then unspecified horse (“a Slot Licence”).

a) The Allocation of Eleven (11) Slot Licences

Any person or number of persons or any entity or number of entities may lodge an application for one of Eleven (11) Slot Licences.

The Club, in its absolute discretion, will determine which applicants it deems suitable to hold a Slot Licence.

An applicant is entitled to make one application only for one of the available Eleven (11) Slot Licences.

From the applicants deemed suitable by the Club to hold a Slot Licence, the Eleven (11) Slot Licences will be allocated as follows:

(i) the Club will allocate Nine (9) of the Slot Licences to such Applicants as it, in its absolute discretion, so decides; and

(ii) all the remaining Applicants will be entered into a ballot for the opportunity to be allocated one of the remaining Two (2) Slot Licences.

The ballot referred to in (b) above will be conducted at the Club’s function to be held in Rockhampton on Thursday, 2nd December 2021. The first 2 applications drawn out in the ballot will each be allocated one of the Two (2) remaining Slot Licences.

Each of the successful applicants of the Eleven (11) Slot Licences (the Slot Licensees) will be granted the Slot Licence for a term of 3 years – that is, for the running of the race in 2022, 2023 and 2024 subject to the Slot Licensee signing the Reference

Schedule accepting the Slot Licence Terms and Conditions, a copy of which forms part of this document.

A person or entity is only entitled to hold a share, right or interest (financial or otherwise) in one of the Eleven (11) Slot Licences at any one time.

b) The One (1) Remaining Licence

The Club will, itself, retain the one remaining Slot Licence.

This Slot Licence will be auctioned by the Club annually on the following basis:

- The auction of the Slot Licence for the 2022 race will be conducted at the Club’s function to be held in Rockhampton on Thursday, 2nd December 2021 and annually thereafter at a similar function on a date to be determined;
- The Club, in its absolute discretion, will determine whether a person or entity is deemed suitable to hold a Slot Licence and therefore eligible to register and bid at the auction;
- The auction will be conducted by a registered auctioneer;
- The terms and conditions of the auction will be read by the registered auctioneer immediately prior to the auction;
- If the auction fails to reach the reserve price set by the Club, then the Club has the right to retain the Slot Licence;
- The successful bidder for the Slot License will be granted the Slot License for a 1 year term only – that is, for the race to be run in the year immediately following the auction;
- The successful bidder must sign the Reference Schedule accepting the Slot Licence Terms and Conditions, a copy of which forms part of this document and must also provide all other information requested by the Club; and
- Any one of the other allocated Eleven (11) Slot Licensees or any person or entity having a share, right or interest in one of the other allocated Eleven (11) Slot Licences is eligible to register and bid at the auction.

TERMS AND CONDITIONS OF SLOT LICENCE

'THE ARCHER RACE'

1. Definitions

In this document:

"Authorised Representative"	means the person identified in the Reference Schedule as Authorised Representative of the Slot Licensee.
"Business Day"	means a day other than a Saturday, Sunday or public holiday in Rockhampton, Queensland;
"GST"	has the meaning given to the terms in the GST Act;
"GST Act"	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> ;
"Insolvency Event"	means an event stated in clause 22(b) of these Terms and Conditions;
"Managing Owner"	means the <i>manager</i> of the horse (as that term is defined in the Rules of Racing);
"Parties"	means the Slot Licensor and the Slot Licensee;
"QRIC"	means the Queensland Racing Integrity Commission established under the Racing Integrity Act 2016 (or any other body authorised to carry out the role of the QRIC from time to time) and includes the Stewards appointed by the QRIC under the Rules of Racing;
"Race"	means the thoroughbred horse race to be known as ' <i>The Archer Race</i> ' to be run in the month of May in each year of the Term on the date stated in the Racing Calendar (subject to clause 24);
"Racing Calendar"	means Racing Queensland's official industry publication for thoroughbred racing as may be amended from time to time;
"Racing Queensland"	means <i>Racing Queensland Board</i> ABN 80 730 390 733 (trading as Racing Queensland) or any other body which carries out the role of control body for thoroughbred racing in Queensland;
"Reference Schedule"	means the completed cover page attached to these Terms and Conditions and signed by the Slot Licensor and the Slot Licensee.
"Rules of Racing"	means the Australian Rules of Racing and Racing Queensland Local Rules of Racing as amended from time to time;
"Slot Licence"	means the licence granted by the Slot Licensor to the Slot Licensee to enter a thoroughbred horse in each Race during the Term;
"Slot Licensee"	means any person or entity named in the Reference Schedule as holding a share, right or interest in the Slot Licence (including the right to direct the manner in which the Slot Licensee exercises its rights under this Slot Licence);
"Slot Licensing Dealing Date"	means 31 March immediately before the running of the Race in the relevant year of the Term;
"Slot Licence Fee"	means the fee stated in clause 9 of these Terms and Conditions;
"Slot Licensor"	means The Central Queensland Amateur Racing Club Inc;
"Term"	means the calendar years 2022, 2023 and 2024; and
"Terms and Conditions"	means the terms and conditions set out in this document.

2. Interpretation
In this document:
- (a) a reference to a clause or party is a reference to a clause of or party to this document and references to this document include any schedules or annexures to it;
 - (b) a reference to a party to this document includes the party's executors, administrators, successors, permitted substitutes and permitted assigns;
 - (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (d) 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;
 - (e) a reference to this document includes the agreement recorded by this document;
 - (f) if any day on or by which a party must do something under this document is not a Business Day, then the party must do it on or by the next Business Day;
 - (g) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity whether or not it comprises a separate legal entity; and
 - (h) a reference to dollars or \$ is a reference to Australian Dollars.
3. The Slot Licensor will conduct the Race in accordance with these Terms and Conditions.
4. Subject to clause 24, the Race will:
- (a) be run on turf at Callaghan Park Rockhampton, Queensland;
 - (b) be conducted over 1300m;
 - (c) be conducted under the Rules of Racing;
 - (d) have a maximum of 12 starters; and
 - (e) be at Standard Weight-for-Age in accordance with the Table set out in Rule 168 of the Rules of Racing.
5. Subject to Racing Queensland obtaining payment in full for each of the 12 slots in the relevant year, the prizemoney for the Race in 2022 will be **\$440,000.00**. Subject to Local Rule 71A, the distribution of prizemoney will be in accordance with the following percentage breakdown:-
- | | | | |
|-----|------------|---|-------|
| (a) | 1st | — | 62.5% |
| (b) | 2nd | — | 18.0% |
| (c) | 3rd | — | 10.0% |
| (d) | 4th | — | 5.0% |
| (e) | 5th | — | 2.0% |
| (f) | 6th | — | 1.0% |
| (g) | 7th - 12th | — | 0.25% |
- A 1% deduction for Equine Welfare will be applied to all prizemoney prior to distribution.
6. Subject to Racing Queensland obtaining payment in full for each of the 12 slots in the relevant year, the prizemoney for the Race in each of years 2023 and 2024 will be no less than **\$440,000.00**.
7. The Slot Licensee has been granted a Slot Licence by the Slot Licensor in accordance with these Terms and Conditions and the Slot Licensee accepts and agrees to comply with these Terms and Conditions.
8. Subject to the Slot Licensee paying the Slot Licence Fee for the relevant year of the Term by the dates set out in clause 9 (or any such later time as approved by Racing Queensland), the Slot Licensee is entitled to enter a horse in the Race for that year.
9. The Slot Licence Fee is \$35,000.00 plus GST per Slot Licence for each Race during the Term, to be paid by the Slot Licensee to Racing Queensland as follows:
For the Race to be run in 2022:
- (a) A non-refundable payment (subject to clause 23) of \$35,000.00 plus GST to be paid by 16 December 2021.
- For the Race to be run in 2023, in two non-refundable instalments (subject to clause 23) as follows:
- (a) A first instalment of 50% being \$17,500.00 plus GST to be paid by 1 September 2022, and
 - (b) The second instalment of 50% being \$17,500.00 plus GST to be paid by 1 December 2022.
- For the Race to be run in 2024, in two non-refundable instalments (subject to clause 23) as follows:
- (a) A first instalment of 50%, being \$17,500.00 plus GST to be paid by 1 September 2023; and
 - (b) The second instalment of 50% being \$17,500.00 plus GST to be paid by 1 December 2023.
- For the purposes of payment of the Slot Licence Fee in accordance with this clause 9, Racing Queensland will invoice the Slot Licensee for each payment in advance of the relevant payment date and each such invoice must be paid by the relevant payment date as set out above.
10. The Slot Licensee (or, where the Slot Licensee is not entitled to nominate and/or accept for a relevant horse under the Rules of Racing, their nominated representative based on an agreement acknowledged by Racing Queensland) must:
- (a) nominate and accept for one horse in each Race during the Term by the relevant times as set out in the Racing Calendar; and
 - (b) pay any nomination and acceptance fees payable to Racing Queensland.
11. The Slot Licensee does not have to be the owner of the horse that is entered by it to run in the Race.
12. If the Slot Licensee is not the owner of the horse nominated to run in the Race:
- (a) the Slot Licensee:
 - (i) must provide a declaration to Racing Queensland by no later than 24 hours prior to the closing time for nominations (or such later time as approved by Racing Queensland) for the Race detailing:
 - A. the interests and shares of all owners of the horse being nominated to run in the Race; and
 - B. the agreement reached with the owners of the horse being nominated to run in the Race as to prizemoney split and to who the winning trophy (if any) will belong; and
 - (ii) acknowledges that the owner(s) and trainer of the horse that is nominated to run in the Race retain all rights and responsibilities under the Rules of Racing; and
 - (b) the Managing Owner of the horse must, prior to acceptance of the relevant horse for the Race, provide a declaration to Racing Queensland (in the prescribed form) directing Racing Queensland to pay any prizemoney and distribute any trophy to which the owners may be entitled in respect of the horse's entry in the Race in accordance with the agreement reached with the Slot Licensee and referred to in clause 12(a)(i)B;
13. The Slot Licensee and each owner of a horse entered to run in a Race during the Term acknowledges and agrees that the Rules of Racing apply to them in full in respect of the horse's entry in the Race.
14. The Slot Licensor has discretion to reject the nomination and/or acceptance of a horse entered in the Race by the Slot Licensee where an owner or trainer of that horse owes an outstanding debt to the Slot Licensor.
15. Racing Queensland or the Stewards may refuse the nomination and/or acceptance of any horse in the Race for any reason permissible under the Rules of Racing. Further, in the event that the horse is declared a non-starter or disqualified under the Rules of Racing, then the Rules of Racing will apply in respect of any prizemoney.
16. For each Race during the Term:
- (a) up to four emergency runners may be declared for the Race;
 - (b) the horses to be declared as emergencies for the Race will be chosen by Racing Queensland in consultation with the Slot Licensor;
 - (c) the Managing Owner of a relevant horse must, prior to their horse being eligible to be declared an emergency, provide a declaration to Racing Queensland (in the prescribed form) directing Racing Queensland to pay any prizemoney and trophy to which the owners may be entitled in respect of the horse's entry in the Race in accordance with clauses 17(a) (iii) and (iv);
 - (d) the declaration of emergencies for the Race will be a list only and is not an order of entry in the event of a

- scratching; and
- (e) in the event of a scratching of a horse entered for the Race by the Slot Licensee pursuant to clause 17(a) or clause 19, the Slot Licensee may at its discretion select any one of the available declared emergency horses to run in the Race.
17. If the Slot Licensee's runner is scratched before 7:30am on the day of the Race:
- (a) with a certified veterinary certificate approved by the QRIC and confirmed by a QRIC appointed veterinarian, then the Slot Licensee will be permitted to select one of the available emergency horses to run in the Race on the following terms and conditions:
- (i) the owner(s) and trainer of the emergency horse retain all rights and responsibilities under the Rules of Racing;
- (ii) the emergency horse is to run from the scratched horse's barrier;
- (iii) the prizemoney is to be shared on a 50/50 (%) basis between the Slot Licensee and the owner(s) of the emergency horse;
- (iv) the winning trophy (if any) will belong to the Slot Licensee if an emergency horse wins the Race; and
- (v) the Slot Licensee will determine what racing colours the jockey of any emergency horse running in the Race will wear.
- If there is no emergency horse available, the Slot Licensee will not be entitled to a runner in the Race and will receive last place prizemoney;
- (b) without a veterinary certificate approved by the QRIC and confirmed by a QRIC appointed veterinarian, then the Slot Licensee will not be entitled to a runner in the Race and the Slot Licensee will forfeit the right to any prizemoney.
18. If the Slot Licensee's runner is scratched after 7:30am on the day of the Race:
- (a) with a certified veterinary certificate approved by the QRIC and confirmed by a QRIC appointed veterinarian, then the Slot Licensee will not be entitled to a runner in the Race and will receive last place prizemoney;
- (b) without a veterinary certificate approved by the QRIC and confirmed by a QRIC appointed veterinarian, then the Slot Licensee will not be entitled to a runner in the Race and the Slot Licensee will forfeit the right to any prizemoney.
19. If the QRIC receives a veterinary report from a QRIC appointed veterinarian after acceptances for the Race but before 7.30am on the day of the Race stating that a particular horse is not, or cannot reasonably be expected to be fit to compete in the Race then the QRIC under the Rules of Racing may scratch the horse. Clause 17(a) will then apply as if the horse was scratched with a certified veterinary certificate approved by the QRIC and confirmed by a QRIC appointed veterinarian.
20. The Slot Licensee must not assign, transfer, part with possession of, or lease/licence the Slot Licence without the prior written consent of the Slot Licensor, which consent may be granted or refused by the Slot Licensor at its absolute discretion. The Slot Licensee must provide all information required by the Slot Licensor if an application for consent is sought under this clause. If consent is granted, the Slot Licensee must comply with all conditions of consent as stipulated by the Slot Licensor. The Slot Licensee is not entitled to seek consent under this clause after the Slot Licensing Dealing Date.
21. If an Insolvency Event occurs in respect of the Slot Licensee or if the Slot Licensee breaches an essential term of these Terms and Conditions, the Slot Licensor may, in its absolute discretion:
- (a) terminate the Slot Licence without any refund being payable to the Slot Licensee; and
- (b) offer the Slot Licence to another party.
22. For the purposes of clause 21:
- (a) the essential terms are:
- (i) the obligation to pay the Slot Licence Fee to Racing Queensland on time;
- (ii) the obligation to comply with the Rules of Racing; and
- (iii) the obligation not to assign, transfer, part with possession or lease the Slot Licence without consent;
- (b) an Insolvency Event occurs in respect of the Slot Licensee if any one or more of the following events occurs:
- (i) a resolution is passed for the winding up of the Slot Licensee (or an entity holding a share, right or interest in the Slot Licence);
- (ii) a Slot Licensee (or any person holding a share, right or interest in the Slot Licence) is declared bankrupt;
- (iii) a trustee in bankruptcy, a liquidator, provisional liquidator or receiver or receiver and manager, voluntary administrator, or administrator is appointed to all or any part of the property or assets of the Slot Licensee (or any person or entity holding a share, right or interest in the Slot Licence);
- (iv) the Slot Licensee (or any person or entity holding a share, right or interest in the Slot Licence) makes any composition or arrangement or assignment with or for the benefit of its creditors; or
- (v) the Slot Licensee (or any person or entity holding a share, right or interest in the Slot Licence) or any creditor appoints a voluntary administrator or a resolution is passed for that person to execute a deed of company arrangement
23. If, for any reason, the Race is cancelled or not run in any year of the Term, then Racing Queensland will refund the Slot Licence Fee paid for that year of the Term to the Slot Licensee within 21 days of the cancellation and no prizemoney will be paid.
24. The Slot Licensee acknowledges that, at any time during the Term (and subject to the Rules of Racing), Racing Queensland may vary or modify the scheduling and/or conditions of the Race that it, in its absolute discretion, sees fit.
25. Words and phrases defined in the GST Act have the same meaning in these Terms and Conditions unless the context indicates otherwise. If any supply made under these Terms and Conditions is a Taxable Supply, the recipient of that supply must pay the supplier the amount of GST payable by the supplier on that supply. In exchange for the payment, the supplier must provide the recipient with a Tax Invoice.
26. The Slot Licensee:
- (a) expressly and irrevocably, assigns exclusively to the Slot Licensor all intellectual property, media rights and sponsorship rights in connection with:
- (i) the promotion of the Race;
- (ii) the running of the Race; and
- (iii) the post-race coverage of the Race
- including, without limitation, the names of the Slot Licensee, any owners of a horse entered in the Race, the jockey and the trainer, the racing colours, logo, silks and any other associated or identifying characteristics and any other matter relating to the participation of a horse in the Race.
- (b) acknowledges that promotion by the Slot Licensor may include, without limitation, televising, broadcasting and/or recording of the Race in any manner and any activities incidental to the Race and extends to the broadcasting on any media platform (including digital platforms) and the licensing of such rights to others for uses approved by the Slot Licensor.
- (c) hereby expressly and irrevocably waives, on its behalf and on behalf of its agents and employees (including the trainers, owners and jockeys) any and all rights it may have in connection with any matters referred to in this clause.
27. Nothing in these Terms and Conditions creates a joint venture, agency, partnership or common enterprise between the Slot Licensor and the Slot Licensee.
28. The Slot Licensor shall have no legal liability for the actions of any party arising in connection with the Race. The Slot Licensee releases, waives against and discharges the Slot Licensor, to the fullest extent permitted under the law, from any liability, claims, losses, obligations, costs and expenses arising from or due to personal injuries, death or property damages of any kind or description to any person, property or horses owned or controlled by the Slot Licensee occurring during the Race or related to the Race.
29. These Terms and Conditions are agreed by the Slot Licensor and the Slot Licensee and contain the entire agreement of the Parties with respect to their subject matter.
30. These Terms and Conditions are subject to the laws of the State of Queensland and the Parties submit to the exclusive jurisdiction of the Courts of Queensland.