

**Greyhound Racing NSW  
Race Field Information Use Approval  
For Australian Wagering Operators Standard Conditions  
(Effective 1 July 2017)**

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## Conditions of Approval

### 1.1 Definitions

In these conditions:

**Act** means the *Betting and Racing Act 1998* (NSW);

**Application** means the application made by the Approval Holder pursuant to section 33A of the Act dated XX/XX/XXXX;

**Approval Holder** means **Operator Name**;

**Approval Period** means the period commencing on XX XX XX and ending on the earlier of midnight on XX XX XX and the time and date of cancellation of this RFIU Approval;

**Auditor** means GRNSW or any other person nominated by GRNSW to conduct an audit of the Approval Holders' financial and wagering records under condition 6.4;

**Australian Wagering Licence** means licence, permit, approval or authority, however described, under the laws of any State or Territory to conduct any form of wagering (whether in NSW or elsewhere) including totalisator wagering, bookmaking, a betting exchange or any other form of wagering whether now existing or subsequently designed or developed;

**Bet Back** means, in connection only with a Fixed Odds wager or a Totalisator Derived Odds wager made with the Approval Holder, the amount of a wager made by the Approval Holder on the "backers" side of the wagering transaction in connection with a NSW Greyhound Race (or a contingency related to NSW Greyhound Race):

- (a) for the purpose of genuinely reducing or laying-off the Approval Holder's liability on a Fixed Odds wager or a Totalisator Derived Odds wager which has already been accepted by the Approval Holder and which the Approval Holder has taken risk on the "layers" side of the wagering transaction; and

- (b) on the same contingency as the Approval Holder has already accepted risk on the "layers" side of the wagering transaction as referred to in paragraph (a); and
- (c) in respect of which the amount which the Approval Holder stands to win does not exceed the amount that the Approval Holder stands to lose on the same contingency on the "layers" side of the wagering transaction referred to in paragraph (a);

**Bet Back Return** means any amount received by or credited to the Approval Holder in connection with a Bet Back (including winnings and rebates or commissions, or parts of rebates or commissions, in each case directly or indirectly referable to the Bet Back), and for the avoidance of doubt, also includes in the case of a winning Bet Back the amount wagered by the Approval Holder;

**Business Day** means a day on which trading banks are open for business in Sydney which is not a Saturday, Sunday or public holiday;

**Close Associate** means a person who:

- (a) holds or will hold any Relevant Financial Interest, or is or will be entitled to exercise any Relevant Power (whether in his or her own right or on behalf of any other person), in the business of the Approval Holder, and by virtue of that interest or power is or will be able (in the opinion of GRNSW) to exercise a significant influence over or with respect to the conduct of that business; or
- (b) holds or will hold any Relevant Position, whether in his or her own right or on behalf of any other person, in the business of the Approval Holder;

**Control** means control within the meaning of that term in section 50AA of the Corporations Act;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Eligible Bet Back** means a Bet Back which meets the following criteria:

- (a) it is made through a betting account held by the Approval Holder with an Australian wagering operator which holds an Australian Wagering Licence at the time of the Bet Back (and for the avoidance of doubt such Bet Back is not made in cash); and
- (b) such Australian wagering operator holds at the time of the Bet Back a race fields publication approval from GRNSW in respect of the NSW Greyhound Race (or the contingency relating to the NSW Greyhound Race) to which the Bet Back relates; and
- (c) the Approval Holder through documentary evidence:

- (i) demonstrates that the Bet Back satisfies the above criteria; and
- (ii) substantiates the Eligible Bet Back Return relating to such Bet Back,

in each case to the satisfaction of GRNSW;

**Eligible Bet Back Return** means the Bet Back Return in connection with an Eligible Bet Back;

**Fixed Odds** means any fixed odds on an event or contingency but does not include Totalisator Odds or Totalisator Derived Odds;

**GRNSW** means the body known as Greyhound Racing NSW constituted by the *Greyhound Racing Act 2009* (NSW) or any successor or replacement body or bodies having functions the same or similar to some or all of the functions exercised by GRNSW;

**Gross Margin on Fixed Odds** means the amount calculated as follows in connection with a NSW Greyhound Race (or contingency relating to a NSW Greyhound Race):

In connection with Fixed Odds wagering, NSW Greyhound Turnover less Punter Winnings less Eligible Bet Backs plus Eligible Bet Back Returns;

**Gross Margin on Totalisator Derived Odds** means the amount calculated as follows in connection with a NSW Greyhound Race (or contingency relating to a NSW Greyhound Race):

In connection with Totalisator Derived Odds wagering, NSW Greyhound Turnover less Punter Winnings less Eligible Bet Backs plus Eligible Bet Back Returns;

**Gross Margin on Totalisator Odds** means the amount calculated as follows in connection with a NSW Greyhound Race (or contingency relating to a NSW Greyhound Race):

In connection with Totalisator Odds wagering, NSW Greyhound Turnover less Punter Winnings less Pooling Dividend Equalisation Payments plus Pooling Dividend Equalisation Receipts;

**Information Use Fee** means the fee calculated in accordance with paragraph (a) of Schedule 1;

**Insolvency Event** means, in respect of the Approval Holder that is a corporation, the occurrence of any of the following:

- (a) the Approval Holder, or any person for or on behalf of the Approval Holder, disposes of all, or substantially all, of its assets and/or undertaking;

- (b) the Approval Holder ceases to carry on business;
- (c) an administrator is appointed or a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator to the Approval Holder;
- (d) a receiver, receiver and manager, official manager, trustee, administrator, other controller, as defined in the Corporations Act, or similar officer is appointed, or steps are taken for such appointment, over any of the assets or undertaking of the Approval Holder;
- (e) the Approval Holder proposes or takes steps to implement a scheme of arrangement or other compromise or arrangement with its creditors or any class of them;
- (f) the Approval Holder is or becomes unable to pay its debts when they are due, or is otherwise insolvent;
- (g) the Approval Holder suspends payment of its debts generally;
- (h) an application or order is made for the winding-up, dissolution or deregistration of the Approval Holder or a resolution is passed or any steps are taken, including to pass a resolution in connection with, the winding-up or dissolution of the Approval Holder;
- (i) the Approval Holder is declared or taken under any applicable law to be insolvent;
- (j) a notice under section 601AB of the Corporations Act is given to, or an application under section 601AA is made by, or in respect of the Approval Holder or, where the Approval Holder is an incorporated association, any steps are taken in connection with the cancellation of its incorporation; or
- (k) a person appointed under a power of attorney or other instrument or arrangement with the Approval Holder or the Approval Holder's financiers becomes entitled to manage the business or affairs of the Approval Holder or to perform obligations of the Approval Holder;

and in respect of an Approval Holder that is a natural person, the occurrence of any of the following:

- (a) a trustee or similar officer is appointed in respect of the Approval Holder or any of his or her assets;
- (b) an order is made for the bankruptcy of the Approval Holder or his or her estate or an event occurs that would give a court the right to make such an order;

- (c) a moratorium of any debts of the Approval Holder, a personal insolvency agreement or any other assignment, composition or arrangement with the Approval Holder's creditors or any similar proceeding or arrangement by which the assets of the Approval Holder are subjected conditionally or unconditionally to the control of the Approval Holder's creditors or a trustee is ordered or applied for; or
- (d) any writ of execution, garnishee order, mareva injunction or similar order, attachment, distress or other process is made or issued against or in relation to any asset of the Approval Holder;

**Intellectual Property** means:

- (a) patents, designs, trade marks and service marks (whether registered or unregistered) and any applications for, or rights to apply for, registration of any patent, design trade mark or service mark;
- (b) copyright including copyright in software, websites, databases, advertising, compilations and other promotional materials;
- (c) all rights to have information, including trade secrets, know-how, operating procedures and technical information kept confidential; and
- (d) all other rights or protections having similar effect anywhere in the world.

**Interest Rate** means the interest rate applicable from time to time on judgment debts arising from orders of the Supreme Court of NSW;

**Key Employee** means a person who is:

- (a) employed in a managerial or supervisory capacity in relation to the conduct of wagering operations by the Approval Holder;
- (b) authorised to make decisions, involving the exercise of his or her discretion, that regulate the operations of the Approval Holder in relation to the conduct of wagering operations; or
- (c) concerned or engaged, in any manner, in the conduct of wagering operations by the Approval Holder;

**Maximum Fee** means the maximum fee for use of NSW Greyhound Race Field Information, calculated in accordance with paragraph (c) of Schedule 1;

**Month** means a calendar month;

**Monthly Instalment Amount** means the amount of the monthly instalments of the Information Use Fee calculated in accordance with paragraph (b) of Schedule 1;

**Notifiable Event** means:

- (a) any change in or in connection with the information in or in relation to the Application provided to GRNSW, occurring between the issue date of this RFIU Approval and commencement of the Approval Period;
- (b) any change in or in connection with any information provided to GRNSW pursuant to paragraph (a) of this definition occurring during the Approval Period;
- (c) any change in the state of affairs existing in relation to the Approval Holder that results in:
  - (i) a change in the persons that have a controlling interest in the Approval Holder;
  - (ii) any other change in Control of the Approval Holder;
  - (iii) a change in the Approval Holder's financial circumstances including the occurrence of any Insolvency Event or any significant increase in the NSW Greyhound Turnover of the Approval Holder;
- (d) any change in or in connection with the relationship or arrangement between the Approval Holder and any Related Entities who, in either case, conduct, are involved in the conduct, or otherwise facilitate wagering on NSW Greyhound Races in any manner, whether in NSW or elsewhere;
- (e) a prosecution is commenced against the Approval Holder or any of its Key Employees or Close Associates under any legislation, whether in NSW or elsewhere;
- (f) a verdict is delivered (including any penalty imposed) in respect of a prosecution against the Approval Holder or any of its Key Employees or Close Associates, whether in NSW or elsewhere, or such a prosecution is dismissed or discontinued;
- (g) disciplinary action is commenced against the Approval Holder or any of its Key Employees or Close Associates under any legislation or rules of racing or betting, whether in NSW or elsewhere, or a formal notice is given of an investigation or inquiry to determine whether to take such disciplinary action;

- (h) the Approval Holder becomes aware that any person who is a Key Employee or Close Associate of the Approval Holder has a criminal record or has been subject to disciplinary action under any legislation or rules of racing or betting, whether in NSW or elsewhere;
- (i) there is a material change in the mechanisms which the Approval Holder uses to facilitate the receipt of wagers (for example, the Approval Holder only accepts wagers in person or by telephone, but proposes to accept wagers online);
- (j) there is a change in the persons who hold any Key Employee position (including Principle Executive Officer and Director) or who are Close Associates;
- (k) the Approval Holder breaches or fails to comply with any of the conditions of this RFIU Approval or any event or circumstance which may with the effluxion of time have this result;
- (l) any event or circumstance which changes in any material respect the nature of the business of the Approval Holder or which adversely affects the integrity or reputation of the Approval Holder or greyhound racing in NSW;
- (m) the Australian Wagering Licence held by the Approval Holder, a copy of which was attached to the Application, is varied, cancelled or expires;
- (n) the Approval Holder becomes aware of any action, activity, event or circumstance in connection with the use of NSW Greyhound Race Field Information (otherwise than as expressly authorised under this RFIU Approval) by any person or body who does not hold a valid race field information use approval granted by GRNSW (as is listed on GRNSW's website of "Approved Wagering Operators" and as updated from time to time);

**NSW Greyhound Race** means a greyhound race held, or to be held, at any GRNSW- allocated race meeting on a licensed racecourse in NSW;

**NSW Greyhound Race Field Information** means information that identifies, or is capable of identifying, the name or number of a dog:

- (a) as a dog that has been nominated for, or is otherwise taking part in; or
- (b) as a dog that has been scratched or withdrawn from,

an intended race to be held at a greyhound race meeting conducted at a licensed greyhound racecourse in NSW;

**NSW Greyhound Turnover** means Wagering Turnover in connection with a NSW Greyhound Race (or contingency related to a NSW Greyhound Race). Without limiting the generality of this definition, where:

- (a) the result of a single wagering transaction depends on the combined outcome of a number of events or contingencies; and
- (b) a NSW Greyhound Race (or a contingency related to a NSW Greyhound Race) is at least one of the events or contingencies on which the outcome of that wagering transaction depends,

NSW Greyhound Turnover shall be calculated as the amount which bears the same proportion to the total amount of such wagering transaction as the aggregate number of the relevant NSW Greyhound Races (or contingencies related to NSW Greyhound Races) bears to the aggregate number of all events or contingencies to which such wagering transaction relates, irrespective of the order in which the events or contingencies are conducted, determined or occur or the outcome of those events or contingencies;

**Online Wagering Monitoring System** means a system with specifications determined by GRNSW which provides remote, real-time online access and monitoring of wagering transactions in relation to NSW Greyhound Races and such other functionality as determined by GRNSW in the specifications of the system;

**Pooling Dividend Equalisation Payments** means:

- (a) for any totalisator operations conducted by or on behalf of the Approval Holder, the aggregate of all amounts paid by the Approval Holder to a host totalisator operator to ensure that for a wagering transaction which is pooled with one or more other totalisator operators, the dividend paid or payable to their respective customers, by each totalisator operator participating in such pool, is the same,

but does not include:

- (b) fees paid by the Approval Holder to the host totalisator operator for pooling services it provides in respect of such pool or any other fees charged by the host totalisator operator for pooling;

**Pooling Dividend Equalisation Receipts** means:

- (a) for any totalisator operations conducted by or on behalf of the Approval Holder, the aggregate of all amounts received, allowed or credited (whether actually or notionally and gross of any actual or notional reductions, set-offs or deductions), by or to the Approval Holder from a host totalisator operator to ensure that for a wagering transaction which is pooled with one or more other

totalisator operators, the dividend paid or payable to their respective customers, by each totalisator operator participating in such pool, is the same,

but does not include:

- (b) fees received by the Approval Holder, as host of the pool, from such other totalisator operators for pooling services it provides in respect of such pool;

**Punter Winnings** means the total aggregate amount of dividends and returns paid or credited to customers during the period to which the relevant calculation under this RFIU Approval relates, in connection with winning bets made by such customers with the Approval Holder in respect of a NSW Greyhound Race (or contingencies related to a NSW Greyhound Race) whenever conducted (**Customer Returns**), and for the avoidance of doubt does not include:

- (a) rebates, commissions, inducements, discounts or other like payments made to customers;
- (b) Customer Returns in connection with promotional "free" bets (i.e. bets where the customer has not paid money for such bets, (but for the avoidance of doubt excluding credit bets));

Without limiting the generality of the definition above, where:

- (a) the amount paid or credited to a customer is the result of a single wagering transaction that depended on the combined outcome of a number of events or contingencies; and
- (b) a NSW Greyhound Race (or a contingency related to a NSW Greyhound Race) was at least one of the events or contingencies on which the outcome of that wagering transaction depended,

Punter Winnings shall be calculated as an amount which bears the same proportion to the total amount paid or credited to the customer in connection with such wagering transaction as the aggregate number of the relevant NSW Greyhound Races (or contingencies related to NSW Greyhound Races) bears to the aggregate number of all events or contingencies to which such wagering transaction relates, irrespective of the order in which the events or contingencies are conducted, determined or occur or the outcome of those events or contingencies;

**Regulation** means the *Betting and Racing Regulation 2012* (NSW);

**Relevant Business** means the wagering business conducted by the Approval Holder as identified in the Application;

**Related Entity** of a corporation means:

- (a) a related body corporate of that corporation within the meaning of section 50 of the Corporations Act; and
- (b) a trustee of any unit trust in relation to which that corporation, or any corporation referred to in paragraph (a), directly or indirectly:
  - (i) controls the right to appoint the trustee;
  - (ii) is in a position to control the casting of, more than one half of the maximum number of votes that might be cast at a meeting of holders of units in the trust; or
  - (iii) holds or is in a position to control the disposal of more than one half of the issued units of the trust;
- (c) any person or body located in a jurisdiction outside Australia, who would be analogously considered a related entity as referred to in paragraphs (a) and (b) of this definition under any law of any jurisdiction;

**Relevant Financial Interest** means:

- (a) any share in the capital of the business, or
- (b) any entitlement to receive any income derived from the business, whether the entitlement arises at law or in equity or otherwise;

**Relevant Position** means the position of director, manager, secretary or other executive position, however those positions are designated;

**Relevant Power** means any power, whether exercisable by voting or otherwise and whether exercisable alone or in association with others, to participate in any directorial, managerial or executive decision, or to elect or appoint any person to any Relevant Position;

**RFIU Approval** means this race field information use approval granted by GRNSW;

**Rules of Racing** means the Rules of Greyhound Racing as adopted by GRNSW from time to time;

**Totalisator Derived Odds** means any odds derived from or contingent on Totalisator Odds but does not include Totalisator Odds;

**Totalisator Odds** means any odds which are dependent on the result of the working of a totalisator on an event or contingency;

**Wagering Turnover** means, in relation to a race or class of races, the total amount of wagers made on the "backers" side of wagering transactions made in connection with that race or class of races.

## 1.2 Interpretation

In this RFIU Approval headings are for convenience only and do not affect interpretation and, unless a contrary intention is expressly stated:

- (a) the word "including" or any other form of that word is not a word of limitation;
- (b) a reference to a "person" includes an individual, the estate of an individual, a corporation, an authority, an association or parties in a joint venture, a partnership and a trust;
- (c) a reference to a document (including legislation) includes:
  - (i) anything on which there is writing,
  - (ii) anything on which there are marks, figures, symbols or perforations having meaning for persons qualified to interpret them,
  - (iii) anything from which sounds images or writings can be reproduced with or without aid of anything else, or
  - (iv) a map, plan or photograph, andis a reference to that document as varied, novated, ratified, or replaced from time to time;
- (d) the phrase "State or Territory" has the meaning given in the *Interpretation Act 1987 (NSW)*;
- (e) a reference to a condition, conditions or Schedule is a reference to a condition, conditions or Schedule of or to this RFIU Approval and a reference to this RFIU Approval includes all conditions and Schedules;
- (f) any time specified in this RFIU Approval for payment of any moneys by the Approval Holder shall be of the essence;
- (g) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) any payments to be made pursuant to or any monetary amounts specified in this RFIU Approval are in Australian Dollars;

- (i) a term defined in the Act or Regulation has the same meaning in this RFIU Approval.

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## **2. Race Field Information Use Approval**

### **2.1 Approval**

In accordance with section 33A of the Act, GRNSW grants to the Approval Holder approval to use certain NSW Greyhound Race Field Information during the Approval Period upon and subject to the conditions set out in this RFIU Approval.

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## **3. Duration**

### **3.1 Term of Approval**

This RFIU Approval has effect during the Approval Period.

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## **4. Approved Races and Manner of Use**

The Approval Holder may only use NSW Greyhound Race Field Information where:

- (a) the use is only in respect of the following GRNSW-allocated greyhound race or class of races (or contingencies related to the same):
  - (i) those NSW greyhound race meetings in respect of which TAB Limited provides an off-course totalisator service pursuant to a NSW licence; and
- (b) the use is only for the purpose(s) of:
  - (i) facilitating the types of wagering transactions identified in the Application as being currently conducted in respect of the races pursuant to the Australian Wagering Licence held by the Approval Holder (**Operator Name**);
  - (ii) displaying race form to customers and potential customers of the Relevant Business in the manner specified in this condition 4; and
- (c) such NSW Greyhound Race Field Information is only used in:
  - (i) Australia;
  - (ii) NSW;
  - (iii) Queensland;

- (iv) Victoria;
- (v) Tasmania;
- (vi) South Australia;
- (vii) Western Australia;
- (viii) Northern Territory;
- (ix) Australian Capital Territory;

or in any other manner as approved in writing by GRNSW from time to time.

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## **5. Fees**

### **5.1 Application Fee**

The Approval Holder must within 10 Business Days of the commencement of the Approval Period pay to GRNSW a fee in the amount, if any, specified in the GRNSW letter accompanying this RFIU Approval to cover the cost of GRNSW assessing the Application.

### **5.2 Information Use Fee**

The Approval Holder must pay to GRNSW the Information Use Fee in respect of the Approval Period by way of monthly instalments in accordance with condition 5.3.

### **5.3 Monthly Payments of Information Use Fee**

The Approval Holder must pay to GRNSW the Monthly Instalment Amount in respect of each Month or part of the Month (as the case may be) occurring during the Approval Period within 10 Business Days after the end of the Month or part of the Month (as the case may be) to which the payment relates.

### **5.4 Payment Method**

Unless otherwise agreed in writing by GRNSW the Approval Holder must pay all amounts payable to GRNSW under this RFIU Approval, including the Monthly Instalment Amounts, by depositing such amounts into the following account:

**Account Name: Greyhound Racing NSW**

**BSB: XXX-XXX**

**Account Number: XXXXXXXX**

or such other account or method as specified by GRNSW from time to time.

## 5.5 Fee Adjustment

- (a) To the extent that the aggregate of the Monthly Instalment Amounts received by GRNSW in respect of the Approval Period is greater or less than the Information Use Fee, then where the aggregate of such Monthly Instalment Amounts:
  - (i) is less than the Information Use Fee, the Approval Holder must pay to GRNSW an amount equal to such shortfall; or
  - (ii) exceeds the Information Use Fee, GRNSW must refund to the Approval Holder an amount equal to such excess.
- (b) The Approval Holder or GRNSW (as the case may be) must pay any amount payable under condition 5.5(a) within:
  - (i) 30 Business Days of the end of the Approval Period; or
  - (ii) if GRNSW gives written notice that it requires an audit in accordance with condition 6.4, within 10 Business Days of GRNSW giving written notice of the result of the audit to the Approval Holder pursuant to condition 6.4(e), in which case the amount of any shortfall or excess (as the case may be) will be the amount determined by such audit.
- (c) For the avoidance of doubt, neither the acceptance of a payment from the Approval Holder nor the payment of a refund by GRNSW under this condition constitutes an admission by GRNSW that the amount is correctly determined and GRNSW retains the right to seek adjustments if those amounts are subsequently proven to be incorrect.

## 5.6 Interest

- (a) Without prejudice to any other right or remedy GRNSW may have, if the Approval Holder fails to pay GRNSW any amount payable under this RFIU Approval on or before the due date for such payment then the Approval Holder must pay to GRNSW interest at the Interest Rate on such amount as remains outstanding, calculated daily, until the date such amount and interest under this condition in respect of such amount is paid to GRNSW.
- (b) Interest is not payable under condition 5.6(a) if:
  - (i) the failure to pay the relevant amount by the due date resulted from the failure of GRNSW or GRNSW's bank to give effect to the arrangements provided for in this RFIU Approval for the payment of such amounts; and

- (ii) the Approval Holder and the Approval Holder's bank had done all things necessary on their part to facilitate the payment.

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## 6. Supply of Information

### 6.1 Monthly Reports

- (a) Within 10 Business Days after the end of each Month, or part Month (as the case may be) occurring during the Approval Period (**Relevant Month**) the Approval Holder must lodge a return in a form approved by GRNSW from time to time which, unless otherwise advised in writing by GRNSW, includes the following information:
  - (i) in respect of each individual NSW Greyhound Race conducted during the Relevant Month in relation to which the Approval Holder used any NSW Greyhound Race Field Information and/or accepted or facilitated any wager:
    - A. the date of the race and the racetrack at which the race was conducted;
    - B. for each of Fixed Odds wagers, Totalisator Derived Odds wagers and Totalisator Odds wagers, the Approval Holder's NSW Greyhound Turnover in respect of such race and documentary evidence substantiating such calculation;
    - C. for each of Fixed Odds wagers, Totalisator Derived Odds wagers and Totalisator Odds wagers, the Approval Holder's Punter Winnings in respect of such race and documentary evidence substantiating such calculation;
    - D. for each of Fixed Odds wagers and Totalisator Derived Odds wagers, the amount of each Eligible Bet Back claimed in respect of such race;
    - E. for each of Fixed Odds wagers and Totalisator Derived Odds wagers, the amount of each Eligible Bet Back Return claimed in respect of such race;
    - F. the documentary evidence of the type referred to in the definition of "Eligible Bet Back"

substantiating the amounts referred to in conditions 6.1(a)(i)D and 6.1(a)(i)E above;

- (ii) in respect of each NSW Greyhound Race conducted prior to the Relevant Month for which Punter Winnings were paid or credited during the Relevant Month the Approval Holder's Punter Winnings in respect of such race and documentary evidence substantiating such calculation;
  - (iii) in respect of the Relevant Month, the Gross Margin on Fixed Odds, the Gross Margin on Totalisator Derived Odds and the Gross Margin on Totalisator Odds, and documentary evidence substantiating such calculation and each element of such calculation;
  - (iv) totals of each of the above amounts for the Relevant Month; and
  - (v) such other information relevant to the calculation or assessment of the Information Use Fee or the Monthly Instalment Amounts as determined by GRNSW and advised to the Approval Holder from time to time.
- (b) The information in the return referred to in condition 6.1(a) must be certified by the Approval Holder, or, if the Approval Holder is a body corporate, by a director of that body corporate, as being true and correct.

## **6.2 Final Report**

- (a) Within 1 Month after the end of the Approval Period, the Approval Holder must lodge a return in a form approved by GRNSW from time to time which, unless otherwise advised by GRNSW in writing, includes the following information in respect of each individual NSW Greyhound Race conducted during the Approval Period in relation to which the Approval Holder used any NSW Greyhound Race Field Information and/or accepted or facilitated any wager:
- (i) a summary of the information and calculations referred to in condition 6.1 in respect of the Approval Period;
  - (ii) any changes to the information or calculations provided to GRNSW pursuant to condition 6.1 and documentary evidence and reasons substantiating the same;
  - (iii) the aggregate amount of all Monthly Instalment Amounts paid under condition 5.3 and dates of payment of same;

- (iv) the amount of the Information Use Fee claimed by the Approval Holder to have been payable in respect of the Approval Period;
  - (v) the amounts of any interest which the Approval Holder claims has either been paid or is payable under condition 5.6 and details relating to the same;
  - (vi) the amount of any adjustment which the Approval Holder calculates under condition 5.5 as being payable; and
  - (vii) such other information relevant to the calculation or assessment of amounts or payments referred to in this RFIU Approval as determined by GRNSW and advised to the Approval Holder from time to time.
- (b) The information in the return referred to in condition 6.2(a) must be certified by the Approval Holder, or, if the Approval Holder is a body corporate, by a director of that body corporate, as being true and correct.

### **6.3 Access to Information**

- (a) The Approval Holder must maintain all accounts and records, including all financial and wagering records, as may reasonably be required to enable GRNSW to review, monitor or verify compliance with this RFIU Approval.
- (b) The Approval Holder must:
- (i) provide GRNSW with full access to any accounts and records referred to in condition 6.3(a) at such times and locations as reasonably requested by GRNSW;
  - (ii) allow GRNSW to take copies of any accounts and records referred to in condition 6.3(a); and
  - (iii) make and deliver to GRNSW such copies of any accounts and records referred to in condition 6.3(a) as instructed by GRNSW from time to time.
- (c) The Approval Holder shall not refuse to provide or make copies, nor seek to impose any pre-conditions on the provision of any information of the type to be provided to GRNSW pursuant to this RFIU Approval (including that referred to in conditions 6 and 8) on the basis that such information is or may be confidential or commercially sensitive.

## 6.4 Audit

- (a) GRNSW may require that any financial and wagering records referred to in condition 6.3 be audited by an Auditor, to verify or confirm amounts payable to GRNSW in accordance with this RFIU Approval.
- (b) GRNSW must give written notice to the Approval Holder that it requires an audit under this condition 6.4. Notice under this condition may be given at any time during or after the Approval Period.
- (c) The Approval Holder must provide the Auditor with:
  - (i) full access to any financial and wagering accounts, records or any other documents in the Approval Holder's power, possession or control;
  - (ii) access to the Approval Holder's premises; and
  - (iii) such other assistance, including making staff available to provide information, explanations or answers to questions,

as requested by the Auditor for the purposes of an audit under this condition 6.4. For avoidance of doubt, the fact that information may be confidential or commercially sensitive is not a basis for declining to provide that information to the Auditor.

- (d) The Approval Holder must allow the Auditor to take copies of, or if instructed by the Auditor, must make copies and deliver to the Auditor any financial and wagering accounts, records or other documents referred to in condition 6.4(c)(i), as requested by the Auditor, for the purposes of an audit under this condition 6.4.
- (e) Within 10 Business Days of the Auditor completing the final written report (and where relevant, delivering the report to GRNSW) in respect of an audit conducted under this condition 6.4, GRNSW must notify the Approval Holder in writing whether the audit identified any increase or decrease in the amounts payable to GRNSW in accordance with this RFIU Approval compared to the amounts which the Approval Holder previously calculated and notified to GRNSW as the amount payable.
- (f) The Approval Holder must reimburse GRNSW for all costs and expenses of an audit under this condition 6.4 if the audit identifies that the total amount payable by the Approval Holder to GRNSW in accordance with this RFIU Approval is greater than the amounts previously calculated and paid by the Approval Holder to GRNSW, by more than the lesser of:

- (i) \$10,000; or
- (ii) 10% of the amount of the Information Use Fee.

## **6.5 Confidential Information**

The Approval Holder acknowledges that, whilst GRNSW will take reasonable steps to keep confidential any confidential information of the Approval Holder provided to it pursuant to this RFIU Approval, notwithstanding this, GRNSW may, without limitation, disclose such confidential information received by it from the Approval Holder under these conditions in the following circumstances:

- (a) in any legal or dispute resolution proceedings involving GRNSW and the Approval Holder that relates to this RFIU Approval, an intellectual property matter or any other matter;
- (b) to the extent that GRNSW considers it is required by law, an administrative directive or any Rules of Racing to do so;
- (c) to any of GRNSW's directors, officers, employees, agents, consultants or financiers, including any Auditor appointed by GRNSW in relation to this RFIU Approval;
- (d) to the controlling body of any racing code in New South Wales or any other State or Territory or national racing body whom GRNSW considers has a legitimate interest in the information in connection with the exercise of their powers or functions; or
- (e) where GRNSW considers it appropriate in the exercise of its statutory powers or functions.

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## **7. Obligations and Undertakings of Approval Holder**

### **7.1 Notice to be Given of Notifiable Events**

- (a) The Approval Holder must notify GRNSW in writing if any Notifiable Event occurs immediately after the Approval Holder becomes aware of the occurrence of such Notifiable Event. Such notification must include all relevant details relating to the Notifiable Event, including where relevant the precise nature of any alleged offence to which a prosecution or disciplinary action relates and the details of any penalty imposed in relation to the same.
- (b) The Approval Holder must provide such further details in relation to a Notifiable Event as requested by GRNSW within 5 Business Days of such request.

## **7.2 Australian Wagering Licence**

Throughout the Approval Period the Approval Holder must hold, maintain and comply with in all respects its Australian Wagering Licence and associated legislation.

## **7.3 Special Conditions**

The Approval Holder must comply with any special conditions contained in Schedule 2.

## **7.4 Application**

It is a condition that as at the commencement of the Approval Period:

- (a) the information contained or referred to in the Application and any information provided in connection with the Application is complete, true, correct and not misleading in either its content or by omission, except to the extent that the Approval Holder has on or before the commencement of the Approval Period given GRNSW notice in writing specifically correcting or updating that information and GRNSW has notified the Approval Holder that it is satisfied with such change in information;
- (b) the Approval Holder has made all reasonable enquiries of its Key Employees and Close Associates in connection with matters disclosed or referred to in the Application and any information provided in connection with the Application; and
- (c) the Application was appropriately authorised and executed by the Principal Executive Officer, a Director or a duly authorised nominee of the Approval Holder.

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## **8. Integrity and Reputation**

### **8.1 Preservation of the Integrity and Reputation of NSW Greyhound Racing**

- (a) The Approval Holder must not and must ensure that its Key Employees and Close Associates do not take any action which has or is likely to have an adverse impact on the integrity or reputation of greyhound racing in NSW;
- (b) The Approval Holder must:
  - (i) provide to GRNSW or their nominees, at such times, in such manner and locations as requested by GRNSW, any document or information in the Approval Holder's (or its Related Entities') power, possession or control as

specified by GRNSW in connection with the integrity and reputation of greyhound racing in NSW;

- (ii) provide to GRNSW or their nominees, at such times, in such manner and locations as requested by GRNSW, access to the Approval Holder's (or its Related Entities') wagering information and analyses in relation to the races the subject of this RFIU Approval;
- (iii) allow GRNSW or their nominees to take copies of any information referred to in condition 8.1(b)(i) or 8.1(b)(ii);
- (iv) make and deliver to GRNSW such copies of any information referred to in condition 8.1(b)(i) or 8.1(b)(ii) as instructed by GRNSW from time to time; and permit GRNSW or their nominees, at such times and in such manner as may be specified by GRNSW, to monitor wagering transactions and wagering activity in relation to the races the subject of this RFIU Approval.

## **8.2 Assistance with Inquiries and Investigations**

The Approval Holder must co-operate with any inquiry or investigation specified by GRNSW including the provision of documents and information of the nature referred to in condition 8.1.

## **8.3 Systems and Audit Trail**

The Approval Holder must:

- (a) maintain appropriate and adequate internal procedures, systems and controls to enable the Approval Holder to fully comply with this RFIU Approval;
- (b) maintain and implement appropriate and reasonable internal procedures, systems and controls for identifying suspect betting transactions or other matters which may impact on the integrity or reputation of greyhound racing in NSW;
- (c) maintain complete, proper and accurate records:
  - (i) of all wagering transactions of the wagering operation conducted under the Approval Holder's Australian Wagering Licence, including an audit trail of those transactions;
  - (ii) of all wagering accounts of the Approval Holder's customers;

- (iii) as required under the Approval Holder's Australian Wagering Licence, the laws of the Commonwealth or any State or Territory or the Rules of Racing; or
- (iv) as may be reasonably required to enable the Approval Holder's compliance with this RFIU Approval to be reviewed, monitored or verified;
- (d) ensure that all records and systems are appropriately secure and protected from unauthorised access; and
- (e) ensure that any computer systems used in the course of the Approval Holder's wagering operations comply with all specifications required under the Approval Holder's Australian Wagering Licence and associated legislation.

#### **8.4 Wagering Accounts**

The Approval Holder must:

- (a) require any person who opens a wagering account with the Approval Holder to prove their identity in accordance with:
  - (i) any Rules of Racing applicable to the Approval Holder; and
  - (ii) standards sufficient to comply with the prescribed verification procedure pursuant to the *Financial Transactions Reports Act 1988 (Cth)* or the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* as applicable;
- (b) not open a wagering account for any person under a false or misleading name;
- (c) not enter or permit to be entered in his or her wagering records any false, misleading or fictitious entries or information;
- (d) not, without prior approval of GRNSW, open an account for a person who is warned off a racecourse or who is a disqualified person under the Rules of Racing who attempts to open an account with the Approval Holder;
- (e) immediately notify GRNSW in writing if any person who is warned off a racecourse or who is a disqualified person under the Rules of Racing attempts to open an account with the Approval Holder.

## **8.5 Online Wagering Monitoring System**

Without limiting any other provision of this RFIU Approval, if, after consultation with the Approval Holder, GRNSW gives the Approval Holder written notice requiring it do so, the Approval Holder must:

- (a) participate in an Online Wagering Monitoring System in the manner specified by GRNSW; and
- (b) take such action as may be required to enable computer systems used by the Approval Holder in its wagering operations to interface with the Online Wagering Monitoring System in accordance with specifications determined by GRNSW.

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## **9. Cancellation or Variation**

### **9.1 Cancellation or Variation**

GRNSW may by written notice to the Approval Holder, cancel this RFIU Approval or vary the conditions of this RFIU Approval as it sees fit if:

- (a) the Approval Holder has breached a condition of this RFIU Approval;
- (b) there has been a change in the persons that have a controlling interest in the Approval Holder;
- (c) the Approval Holder or a Key Employee of the Approval Holder has been convicted of an offence whether in NSW or elsewhere;
- (d) disciplinary action has been taken against the Approval Holder or a Key Employee of the Approval Holder under any legislation or any rules of betting or racing whether in NSW or elsewhere;
- (e) the Approval Holder has employed or engaged a person as a Key Employee who has a criminal record or has been the subject of disciplinary action under any legislation or any rules of racing or betting in NSW or elsewhere;
- (f) in relation to a variation only, there is a change in financial circumstances of the Approval Holder, including the occurrence of an Insolvency Event or a significant improvement in the Wagering Turnover of the Approval Holder; or
- (g) in relation to a variation only, there is a change in the maximum amount which GRNSW can require the Approval Holder to pay for use of NSW Greyhound Race Field Information under the Act or Regulation, provided that the purpose of the variation is to give effect to a change in the Information Use Fee.

## 9.2 Effective Date of Cancellation or Variation

A cancellation or variation of this RFIU Approval takes effect on the date specified in the written notice issued by GRNSW under condition 9.1.

## 9.3 Written Notice of Reasons for Cancellation or Variation

If this RFIU Approval is varied or cancelled GRNSW will provide to the Approval Holder written reasons for such variation or cancellation.

## 9.4 No Prejudice to Accrued Rights

The expiration, cancellation or variation of this RFIU Approval does not prejudice any rights accrued to GRNSW prior to the expiration, cancellation or variation.

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# 10. GST

## 10.1 Interpretation

- (a) Except where the context suggests otherwise, terms used in this condition 10 have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time).
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this condition 10.
- (c) Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this condition 10.

## 10.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this RFIU Approval that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

## 10.3 GST payable

- (a) If GST is payable in relation to a supply made under or in connection with this RFIU Approval then any party ("**Recipient**") that is required to provide consideration to another party ("**Supplier**") for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as any other consideration is to be first provided for that supply.

- (b) The Supplier must provide a tax invoice to the Recipient no later than 14 days after the day on which any consideration is to be first provided for that supply.

#### **10.4 Variation of GST**

If the GST payable in relation to a supply made under or in connection with this RFIU Approval varies from the additional amount paid by the Recipient under condition 10.3 such that:

- (a) a further amount of GST is payable in relation to the supply; or
- (b) a refund or credit of GST is obtained in relation to the supply,

then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this condition 10.4 is deemed to be a payment, credit or refund of the additional amount payable under condition 10.3.

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### **11. General**

#### **11.1 Notices**

Any notices or other document under or in connection with this RFIU Approval may be given by GRNSW to the Approval Holder:

- (a) where the Approval Holder is a natural person by:
  - (i) delivering the same personally to the Approval Holder;
  - (ii) sending the same by post to the address specified in the Application as the "postal address"; or
  - (iii) by sending the same by facsimile transmission to the facsimile number specified in the Application;
- (b) and where the Approval Holder is a body corporate:
  - (i) sending the same by post to the address specified in the Application as the "postal address"; or
  - (ii) sending the same by facsimile transmission to the facsimile number specified in the Application;

or in either case to such other address or number notified by the Approval Holder to GRNSW.

Any notices or other document under or in connection with this RFIU Approval may be given by the Approval Holder to GRNSW by:

(c) Post:  
CEO  
Greyhound Racing NSW  
PO Box 170  
Concord West NSW 2138

OR

(d) Fax:  
CEO  
Greyhound Racing NSW  
+61 2 9764 6244

OR

(e) In Person:  
CEO  
Greyhound Racing NSW  
Building B  
1 Homebush Bay Drive  
Rhodes NSW 2138

Or any other address or number notified to the Approval Holder by GRNSW

## **11.2 Governing Law**

This RFIU Approval is governed by the law applying in NSW.

## **11.3 Waivers**

It is a condition that:

- (a) No waiver of any breach of this RFIU Approval operates as a waiver of any other subsequent or antecedent breach of this RFIU Approval;
- (b) A failure or delay in exercising, enforcing or partially exercising or enforcing a right, power, authority, discretion or remedy arising from a breach of or default under this RFIU Approval, does not result in a waiver of that right, power, authority, discretion or remedy.

## **11.4 Survival**

Without limiting the survival of any other conditions which would be construed as surviving the expiration or cancellation of this RFIU Approval,

conditions 5 and 6 will remain in full force and effect after the expiration or cancellation of this RFIU Approval for a period and to the extent necessary to enable the operation of those conditions in respect of the entire Approval Period.

#### **11.5 Independence**

The Approval Holder does not have, and nothing in this RFIU Approval confers, any authority to bind GRNSW or to enter into any agreement or commitment for or on behalf of GRNSW or to incur any liability or obligation on behalf of GRNSW. This RFIU Approval does not create a relationship of employer and employee, principal and agent, partnership or joint venture between the Approval Holder and GRNSW.

#### **11.6 Non-Exclusive**

This RFIU Approval is non-exclusive. Neither the granting of this RFIU Approval in any way restricts GRNSW from exploiting any Intellectual Property or in granting to any person approvals under section 33A of the Act or the conditions imposed by GRNSW on any such approval.

#### **11.7 Non-Transferable**

This RFIU Approval is personal to the Approval Holder and may not be transferred, assigned, sub-licensed or delegated. Except as expressly permitted under this RFIU Approval, the Approval Holder may not authorise or facilitate the use of NSW Greyhound Race Field Information by any other person including, for the avoidance of doubt, any Related Entity.

#### **11.8 No Intellectual Property Rights**

For avoidance of doubt, the granting of this RFIU Approval does not confer on the Approval Holder any right, title, interest or licence in relation to any Intellectual Property in any NSW Greyhound Race Field Information or NSW Greyhound Race data or any other greyhound racing information.

#### **11.9 No Obligation to Supply**

For the avoidance of doubt, nothing in this RFIU Approval requires GRNSW or any other person to supply or procure the supply of NSW Greyhound Race Field Information to the Approval Holder.

#### **11.10 Limitation on Effect of Approval**

For avoidance of doubt, nothing in this RFIU Approval grants the Approval Holder any right to do anything more than use the NSW Greyhound Race Field Information to which this RFIU Approval applies in accordance with the conditions of this RFIU Approval.

## 11.11 Confidentiality

- (a) Except as permitted by condition 11.11(b) the Approval Holder must keep confidential, and must procure that each of its Key Employees keeps confidential the existence of and the conditions of this RFIU Approval.
- (b) Nothing in this RFIU Approval prevents the Approval Holder from disclosing matters referred to in condition 11.11(a):
  - (i) if disclosure is required to be made by law and the Approval Holder:
    - A. has not through any voluntary act or omission caused the disclosure obligation to arise; and
    - B. has before disclosure is made, notified GRNSW of the requirement to disclose and where the relevant law or rules permit and where practicable to do so given GRNSW a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
  - (ii) if disclosure is made by way of a written announcement the terms of which have been agreed in writing by GRNSW prior to the making of the announcement;
  - (iii) if disclosure is reasonably required to enable the Approval Holder to comply with this RFIU Approval and any such proposed disclosure is first approved in writing by GRNSW on such terms as GRNSW may in its discretion impose;
  - (iv) to any professional adviser of the Approval Holder who has been retained to advise in relation to matters in connection with this RFIU Approval or to an Auditor appointed under condition 6.4, who in each case, are made aware of the confidentiality of such information;
  - (v) with the prior written approval of GRNSW on such terms as GRNSW may in its discretion impose;
  - (vi) where the matter has come into the public domain otherwise than as a result of a breach by the Approval Holder of this RFIU Approval.

## Schedule 1 Fees

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### 1. Information Use Fee

- (a) For the purposes of condition 5.2, and subject to paragraph (c) below, the Approval Holder must pay a fee equal to:
- (i) The sum of:
- A. 15% of the Approval Holder's Gross Margin on Fixed Odds in connection with all NSW Greyhound Races conducted during the Approval Period or \$0, whichever is greater; and
  - B. 15% of the Approval Holder's Gross Margin on Totalisator Derived Odds in connection with all NSW Greyhound Races conducted during the Approval Period or \$0, whichever is greater; and
  - C. 15% of the Approval Holder's Gross Margin on Totalisator Odds in connection with all NSW Greyhound Races conducted during the Approval Period or \$0, whichever is greater,
- or
- (ii) 1% of the Approval Holder's NSW Greyhound Turnover in connection with all NSW Greyhound Races conducted during the Approval Period,
- whichever is greater.
- (b) For the purposes of condition 5.3, and subject to paragraph (c) below, each Monthly Instalment Amount shall be calculated as follows:
- (i) The sum of
- A. 15% of the Approval Holder's Gross Margin on Fixed Odds in connection with all NSW Greyhound Races conducted during the relevant Month or part of the Month (as the case may be) or \$0, whichever is greater; and
  - B. 15% of the Approval Holder's Gross Margin on Totalisator Derived Odds in connection with all NSW Greyhound Races conducted during the relevant Month or part of the Month (as the case may be) or \$0, whichever is greater; and

C. 15% of the Approval Holder's Gross Margin on Totalisator Odds in connection with all NSW Greyhound Races conducted during the relevant Month or part of the Month (as the case may be) or \$0, whichever is greater,

or

(ii) 1% of the Approval Holder's NSW Greyhound Turnover in connection with all NSW Greyhound Races conducted during the relevant Month or part of the Month (as the case may be),

whichever is greater.

(c) If any amount calculated above would exceed the relevant Maximum Fee<sup>1</sup>, then such amount will be deemed to be the Maximum Fee. For the avoidance of doubt, GRNSW will not require the Approval Holder to pay an amount in excess of the relevant Maximum Fee.

<sup>1</sup> **Note:** The Maximum Fee as at the date of the grant of this RFIU Approval is an amount equal to:

- (i) 4% of the Approval Holder's NSW Greyhound Turnover in connection with Totalisator Derived Odds wagering;
- (ii) 2.5% of the Approval Holder's NSW Greyhound Turnover in connection with Fixed Odds wagering;
- (iii) 2.5% of the Approval Holder's NSW Greyhound Turnover in connection with Totalisator Odds wagering,

that relates to a NSW Greyhound Race conducted during the relevant period or part thereof.

## Schedule 2 Special Conditions

Nil