

VOGC SCHEME TERMS AND CONDITIONS

Racing Victoria Limited ACN 096 917 930 (**Racing Victoria**) operates the Victorian Owners Gold Card Scheme (**VOGC Scheme**) for the benefit of persons who own a horse with a connection to Victoria. These Terms and Conditions set out the eligibility criteria for acceptance within the VOGC Scheme, the benefits Racing Victoria will provide to eligible Owners accepted into the VOGC Scheme and the conditions of the VOGC Scheme.

Any person who participates in the VOGC Scheme is bound by these Terms and Conditions.

These Terms and Conditions are intended to protect both VOGC Scheme Participants and Racing Victoria. It is each VOGC Scheme Participant's responsibility to read and understand them.

These Terms and Conditions are effective from 31 August 2022 and may be amended by Racing Victoria from time to time.

Eligible Owners will be provided with a copy of these Terms and Conditions at the time of their acceptance into the VOGC Scheme and material changes to these Terms and Conditions will be notified to VOGC Scheme Participants in accordance with clause 2.

1. Definitions and Interpretation

In these Terms and Conditions:

- | | |
|-----------------------|---|
| Clubs | means thoroughbred racing clubs registered by Racing Victoria to conduct Race Meetings in Victoria; |
| Eligible Horse | <p>means a horse that:</p> <ol style="list-style-type: none">1. has a training location in SNS which is within Victoria and, in addition:<ol style="list-style-type: none">(a) is 12 years old or younger; and(b) has a status in SNS of "Active", "Spelling" or "Pending" (but not "Transferred"); and(c) has been the subject of a lodged stable return within nineteen months of the commencement of a Racing Year; or2. has been accepted to run in a scheduled Victorian Race during a Racing Year and, in addition:<ol style="list-style-type: none">(a) does not have an "Accepted" status in SNS that is cancelled; and(b) has a status in SNS of "Active", "Spelling", "Transferred" or "Pending". |
| Eligible Owner | <p>means a resident of Victoria, interstate or overseas:</p> <ol style="list-style-type: none">1. who is the Owner of an Eligible Horse and who was the Owner of that horse at the time it became an Eligible Horse;2. whose owner account status in SNS is "active" (and not "deceased", "pending" or "remove"); and |

3. whose owner account in SNS has an owner ID.

Eligibility Review

has the meaning given in clause 3.4;

Intellectual Property Rights

means all current and future registered and unregistered rights in respect of copyright, domain names, trade names, service marks, research data, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967;

Owner

means a person who is an individual owner or one of a number of individual part owners of, or a syndicate member, syndicate manager, member of a syndicate which is itself a syndicate member or lessee in relation to an Eligible Horse;

Owner Card

means the Victorian Owners Gold Card (digital and/or physical card) provided to VOGC Scheme Participants by Racing Victoria to be used in connection with the VOGC Scheme;

Ownership Category

means:

1. A Sole Owner (being an individual who is the Eligible Owner of an Eligible Horse and who is named in the racebook);
2. Part Owner (being one of multiple Eligible Owners (up to 20) of an Eligible Horse who is named in the racebook);
3. Syndicate Manager (being the manager of the syndicate that wholly or partly owns an Eligible Horse and is named in the racebook); and
4. Syndicate members (being members of a syndicate that owns shares in an Eligible Horse and are not named in the racebook);

Permitted Purpose

has the meaning given in clause 8.1;

Personal Information

means personal information as defined under the *Privacy Act 1988* (Cth) as amended from time to time;

Privileges

means the benefits and other privileges provided by Racing Victoria to VOGC Scheme Participants as published on the Racing Victoria Website as amended from time to time;

Race Meeting

means any thoroughbred race meeting conducted by or on behalf of any of the Clubs;

Racetrack

means the facilities used by any of the Clubs for the purposes of conducting a Race Meeting;

Racing Australia

means Racing Australia Limited ACN 105 994 330;

Racing Victoria Website

means the official website of Racing Victoria, currently at the URL <https://www.racingvictoria.com.au>

Racing Year

means the period from 1 August to 31 July;

Restricted Area

means members areas, press room, scales precinct and the mounting yard at or of a Racetrack (subject to Club permission

	and/or further restrictions imposed at the relevant Racetrack);
Restrictions	means restrictions and exclusions placed on the Privileges and the VOGC Scheme by: <ol style="list-style-type: none"> 1. Racing Victoria, as published on the Racing Victoria Website and amended from time to time; and/or 2. the Clubs from time to time;
Rules of Racing	means the rules commonly known as the 'Rules of Racing of Racing Victoria Limited', which includes the 'Australian Rules of Racing';
SNS	means the Single National Registration System administered by Racing Australia;
Victorian Race	means a race at a Race Meeting and, for the avoidance of doubt, includes "Professional" and "Trials" types of meetings.
You and Your	means a VOGC Scheme Participant or, where the context requires, an Eligible Owner;
VOGC Scheme	means the Victorian Owners Gold Card scheme operated by Racing Victoria for the benefit of VOGC Scheme Participants, at no cost to VOGC Scheme Participants; and
VOGC Scheme Participant	means an Eligible Owner who has been accepted into the VOGC Scheme by Racing Victoria in accordance with these Terms and Conditions.

Any capitalised terms not defined in these Terms and Conditions have the same meaning as in the Rules of Racing.

In these Terms and Conditions, unless the context indicates a contrary intention:

- a. words denoting the singular number include the plural and vice versa;
- b. words denoting individuals, persons, associations, clubs, societies and corporations include a reference to each and every one of them;
- c. headings are for convenience only and do not affect interpretation;
- d. references to clauses are references to clauses of these Terms and Conditions and references to sub-clauses are references to sub-clauses of these Terms and Conditions;
- e. references to these Terms and Conditions shall be deemed to include references to these Terms and Conditions as amended, supplemented, varied or replaced from time to time;
- f. words denoting any gender include all genders;
- g. if a word or phrase is defined cognate words or phrases have corresponding definitions;
- h. the words "include", "including", "for example" or "such as" and other like words are not used as, nor are they to be interpreted as, words of limitation; and
- i. references to any legislation or to any section or provision thereof includes any statutory modification or re-enactment thereof or any statutory provision substituted therefore and ordinances, by-laws, regulations and other statutory instruments issued thereunder.

2. VOGC Scheme

- 2.1 These Terms and Conditions govern all aspects of the VOGC Scheme and You are bound by them.
- 2.2 Racing Victoria reserves the right to modify these Terms and Conditions including, without limitation, modifying any Privileges or Restrictions and the eligibility criteria with respect to the VOGC Scheme.
- 2.3 Racing Victoria will use its best efforts to advise You of material changes to these Terms and Conditions and, where such changes will limit or adversely alter any Privileges, will provide You with at least 14 days prior written notice of that material change.
- 2.4 Any modifications and amendments to the VOGC Scheme will become effective once published on the Racing Victoria Website.
- 2.5 You will be taken to have received the notice referred to in clause 2.3 if Racing Victoria notifies You of the change by:
 - 2.5.1 if You live in Australia or New Zealand, providing notice at the email address You have provided to Racing Victoria; or
 - 2.5.2 if You live outside Australia or New Zealand, posting details of the changes on the Racing Victoria Website.
- 2.6 Racing Victoria gives no warranties as to the continuing availability of the VOGC Scheme. Racing Victoria may terminate or suspend the VOGC Scheme at any time:
 - 2.6.1 by posting details of the termination or suspension of the VOGC Scheme on the Racing Victoria Website; and
 - 2.6.2 without giving You any explanation or justification for the suspension or termination.
- 2.7 Racing Victoria will use its best efforts to notify You in advance of any decision by Racing Victoria to terminate or suspend the VOGC Scheme. Any notification under this clause shall be given in accordance with clause 2.5.
- 2.8 Any suspension or termination of the VOGC Scheme will become effective once published on the Racing Victoria Website.

3. Eligibility & Use of Owner Card

- 3.1 You are entitled to be accepted into the VOGC Scheme only if You are an Eligible Owner.
- 3.2 Once Racing Victoria confirms that You are an Eligible Owner it will:
 - 3.2.1 provide You with written confirmation that You are a VOGC Scheme Participant; and
 - 3.2.2 issue You with an Owner Card.
- 3.3 By using Your Owner Card, or otherwise accepting any of the Privileges, You agree to be bound by these Terms and Conditions and provide the consents specified in clause 8 relating to the collection and use of Your Personal Information.
- 3.4 Racing Victoria will conduct a review of Your eligibility as at 31 July each year and at such other times as Racing Victoria determines in its sole discretion (**Eligibility Review**).
- 3.5 Your status as a VOGC Scheme Participant will automatically rollover each year and

Your Owner Card will remain active for the following year unless, following an Eligibility Review (or at such other time as determined by Racing Victoria), Racing Victoria determines that You do not meet the requirements to be an Eligible Owner in which case Racing Victoria will provide You with written notification confirming:

- 3.5.1 that you have ceased to be an Eligible Owner and are no longer a VOGC Scheme Participant; and
 - 3.5.2 that your Owner Card will be deactivated with effect from the date of the written notification.
- 3.6 Should You subsequently become again eligible to be accepted into the VOGC Scheme, Racing Victoria will provide You with:
 - 3.6.1 written confirmation of your status as an Eligible Owner and a VOGC Scheme Participant; and
 - 3.6.2 a new Owner Card (your previously deactivated Owner Card cannot be used again).
- 3.7 You will be deemed ineligible to participate in the VOGC Scheme if and when:
 - 3.7.1 You are no longer the Owner of an Eligible Horse;
 - 3.7.2 the horse of which You are the Owner ceases to be an Eligible Horse; or
 - 3.7.3 in the sole determination of Racing Victoria, You have engaged in any of the conduct set out in clause 4.2 of these Terms and Conditions.
- 3.8 You acknowledge and agree that Racing Victoria retains an absolute discretion to determine who shall be accepted in the VOGC Scheme and Racing Victoria is not obliged to consider any request for acceptance in the VOGC Scheme.
- 3.9 You acknowledge that:
 - 3.9.1 Racing Victoria will not be liable under any circumstances for any lost, late or misdirected Owner Cards;
 - 3.9.2 Your Owner Card shall remain the property of Racing Victoria and must be returned to Racing Victoria on written demand;
 - 3.9.3 Your Owner Card is for Your personal use only as a VOGC Scheme Participant and is not transferable under any circumstances;
 - 3.9.4 Your Owner Card may only be used for the duration during which You satisfy the criteria to be an Eligible Owner;
 - 3.9.5 Racing Victoria, the Clubs and/or any officer, employee or agent of Racing Victoria or a Club, reserves the right to require You to produce Your Owner Card upon request before permitting You to claim any Privilege;
 - 3.9.6 You will notify Racing Victoria as soon as possible in the event of loss, theft or unauthorised use of your Owner Card;
 - 3.9.7 You are liable for any and all use of your Owner Card until Racing Victoria is notified of the loss, theft or unauthorised use; and
 - 3.9.8 You may be charged \$25 for the issue of a replacement Owner Card, at Racing Victoria's sole discretion.

4. VOGC Scheme Participant Obligations

- 4.1 As a VOGC Scheme Participant, You will be entitled to the Privileges that are attributable to your relevant Ownership Category and will be subject to any relevant Restrictions.
- 4.2 As a VOGC Scheme Participant, You must not:
 - 4.2.1 act in any way which breaches these Terms and Conditions or the Rules of Racing; or
 - 4.2.2 abuse or misuse the VOGC Scheme or any Privileges, including by:
 - 4.2.2.1 engaging in any unlawful, corrupt and/or fraudulent activities;
 - 4.2.2.2 offering to sell, assign or transfer, Your Owner Card (or any Privileges) to any other person;
 - 4.2.2.3 supplying or attempting to supply false or misleading information in connection with the VOGC Scheme or making a misrepresentation to Racing Victoria;
 - 4.2.2.4 causing conflict at a Racetrack, or interfering with any other person's proper performance of his or her role at a Racetrack;
 - 4.2.2.5 engaging in any anti-social conduct which constitutes harassment, hateful, abusive, bullying, threatening, aggressive or other unacceptable behaviour, whether on social media, at a Racetrack or elsewhere;
 - 4.2.2.6 at any time, failing to observe any reasonable direction or instruction issued by Racing Victoria or a Club or an officer, employee or agent of Racing Victoria or a Club, including the Racing Victoria Stewards; or
 - 4.2.2.7 engaging in any activity or conduct that poses a safety and/or security concern at a Racetrack, in particular in Restricted Areas.

5. Your Warranty and Acknowledgement

- 5.1 You represent and warrant to Racing Victoria that:
 - 5.1.1 You satisfy the eligibility criteria for participation in the VOGC Scheme, as set out in the definition of 'Eligible Owner' in clause 1;
 - 5.1.2 You will notify Racing Victoria as soon as possible and within ten (10) days in the event that You cease to fulfil the eligibility criteria for an 'Eligible Owner';
 - 5.1.3 You have full power and authority to enter into and perform your obligations under these Terms and Conditions; and
 - 5.1.4 these Terms and Conditions constitute and impose legally binding obligations on You.
- 5.2 You agree to provide all supporting evidence as reasonably required by Racing Victoria to verify that You satisfy the criteria of an Eligible Owner.
- 5.3 You acknowledge:
 - 5.3.1 and agree to comply with the Restrictions that apply to You as a VOGC Scheme Participant and to Your Owner Card;
 - 5.3.2 that these Restrictions may be modified by Racing Victoria and/or a Club from

time to time at the absolute discretion of Racing Victoria and/or the Clubs; and

- 5.3.3 it is Your responsibility to ensure that Racing Victoria holds Your current contact details, including a valid email address.
- 5.4 You agree and acknowledge that Racing Victoria has relied on these representations and warranties in its acceptance of You into the VOGC Scheme.
- 5.5 If it is determined at any time during Your participation in the VOGC Scheme that a representation and/or warranty provided by You is false or that You are not an Eligible Owner, Racing Victoria reserves the right to immediately terminate Your participation in the VOGC Scheme pursuant to clause 9 below.

6. Your Indemnity

You will indemnify Racing Victoria on demand in relation to any loss and/or damage whatsoever suffered by Racing Victoria as a result of You acting inconsistently with, or breaching any part of, these Terms and Conditions.

7. Limitation of Liability

Where conditions, warranties or guarantees implied by or otherwise arising under law cannot be lawfully excluded, then to the extent permitted by law, Racing Victoria limits its liability for a breach of any such condition, warranty or guarantee, where it is entitled to do so, to the resupply of the relevant service, or paying You the cost of that resupply. Otherwise, to the maximum extent permitted by law, Racing Victoria and its officers, employees, agents and representatives will not be liable for any claim or for any loss or damage (including consequential loss or damage) to any person or entity, however caused (whether by negligence or otherwise), arising under or in connection with these Terms and Conditions or the VOGC Scheme, including, without limitation, any changes to these Terms and Conditions or the VOGC Scheme, save to the extent that such loss or claim arises from the negligence or wilful misconduct of Racing Victoria, or any of its officers, employees or agents.

8. Use of Personal Information

- 8.1 You agree that Racing Victoria and/or authorised third parties (including but not limited to the Clubs) may be required to collect, use and disclose Your Personal Information in order to:
 - 8.1.1 determine whether or not You satisfy the criteria required to be an Eligible Owner;
 - 8.1.2 provide any applicable Privileges and impose any applicable Restrictions;
 - 8.1.3 generate consumer insights about You in order to better understand Your preferences and interests, tailor Your experience, enhance the products and services supplied to You and to tell You about the products and services of Racing Victoria and its affiliated entities including but not limited to Victorian Thoroughbred Racing Integrated Media Business (VTRIMB). In order to do this, Racing Victoria may collect and combine Personal Information about You from third parties or public sources (e.g. ABS census data);
 - 8.1.4 improve the Racing Victoria Website and owner services, including market and behavioural research; and/or
 - 8.1.5 otherwise administer and manage the VOGC Scheme,each a **Permitted Purpose** and together the **Permitted Purposes**.
- 8.2 You consent to Racing Victoria sharing Your Personal Information with third parties,

including any third party providing services for the VOGC Scheme, for a Permitted Purpose or otherwise in accordance with Racing Victoria's Privacy Policy, which can be accessed at www.racingvictoria.com.au/privacy-policy. The Privacy Policy provides You with more information regarding how and in what circumstances Racing Victoria may share and process Your Personal Information.

- 8.3 You acknowledge that Racing Victoria will collect, use and disclose your Personal Information in accordance with its Privacy Policy and these Terms and Conditions.
- 8.4 As a VOGC Scheme Participant, You provide Your express consent to Racing Victoria sending You industry, marketing, event and promotions communications including via direct mail, telephone, email, SMS or other digital means, including in regard to racing industry news, offers for VOGC Scheme Participants which may include, but are not limited to, VTRIMB and thoroughbred horse racing relevant third-party partners, surveys or requests for feedback regarding the racing industry including the VOGC Scheme and competitions open to VOGC Scheme Participants.
- 8.5 You can opt out of receiving the communications described at clause 8.4 at any time by providing written notice to Racing Victoria. Opting out of these communications will impact Racing Victoria's ability to provide You with all the Privileges and other benefits that would otherwise be available to You as a VOGC Scheme Participant.
- 8.6 You acknowledge that if You do not provide Your Personal Information following a request by Racing Victoria or refuse to consent to Racing Victoria's use and/or sharing of that information in accordance with this clause, Racing Victoria may not be able to approve your participation in the VOGC Scheme or may be required to terminate, suspend or otherwise impose conditions on Your participation in the VOGC Scheme.

9. Termination, Modification and Amendment

- 9.1 Racing Victoria may in its sole discretion:
 - 9.1.1 terminate Your participation in the VOGC Scheme; or
 - 9.1.2 impose conditions on your participation in the VOGC Scheme,at any time without giving any explanation or justification, and Racing Victoria has no liability for any costs, losses or damages of any kind arising as a consequence of termination or imposition of conditions.
- 9.2 You may terminate Your participation in the VOGC Scheme at any time by notice in writing to Racing Victoria.
- 9.3 Participation in the VOGC Scheme will terminate automatically on the death of the relevant VOGC Scheme Participant and the associated Owner Card will be automatically deactivated. Racing Victoria will not be liable for any loss or damage whatsoever suffered by any person as a result of such termination.

10. Intellectual Property Rights

You acknowledge and agree that all Intellectual Property Rights in and to the VOGC Scheme are owned and retained exclusively by Racing Victoria.

11. General

- 11.1 These Terms and Conditions are governed by and interpreted in accordance with the law of the State of Victoria, Australia.
- 11.2 You agree to the jurisdiction of the courts of the State of Victoria, Australia to determine any dispute arising out of or in connection with these Terms and Conditions.

- 11.3 If any provision of these Terms and Conditions is found to be void, unlawful, or unenforceable then that provision will be deemed to be severable from these Terms and Conditions, and the severed part will not affect the validity and enforceability of any remaining provisions.
- 11.4 Nothing in these Terms and Conditions affects any rights you may have and which by law cannot be excluded, including under the *Competition and Consumer Act 2010* (Cth) and under Victorian consumer protection legislation.
- 11.5 The failure, delay or omission by Racing Victoria to exercise a power or right conferred on Racing Victoria under these Terms and Conditions will not operate as a waiver of that power or right, and any single exercise of a power or right will not preclude another exercise of that power or right, or the exercise of another power or right under these Terms and Conditions.
- 11.6 You may not assign or transfer, whether in whole or part, any benefits, rights or obligations under these Terms and Conditions to any other party without Racing Victoria's prior written consent, which may be provided or withheld in its absolute discretion.