

# TERMS AND CONDITIONS OF SLOT LICENCE

## 'KING OF THE MOUNTAIN RACE' (KOTM)

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### 1. DEFINITION & INTERPRETATION

#### 1.1 Definitions

In this document:

- "Agreement:** means the agreement formed between the Slot Licensor and the Slot Licensee, documented by the Reference Schedule and these Terms and Conditions.
- "Applicant"** means the person or persons making application for a Slot.
- "Application"** has the meaning given to it in clause 2.
- "Application Fee"** means the amount determined by the TTC from time-to-time (in their sole discretion), but for the first year of the Term means the amount of \$250.
- "Approved Form"** means the form published by the TTC from time-to-time.
- "Authorised Representative or Manager"** means the person identified in the Reference Schedule as Authorised Representative or Manager of the Slot Licensee, who is deemed to have the legal capacity to bind the Slot Licensee.
- "Business Day"** means a day other than a Saturday, Sunday or public holiday in Toowoomba, Queensland.
- "Committee"** means the sub-committee authorized by the TTC from time-to-time to coordinate activities relating to the Race.
- "Eligible Applicant"** means an Applicant who has satisfied all pre-conditions to entry, including providing satisfactory evidence of their identity as per clause 2.2(2), passing a criminal history or other relevant background check (if required, as determined by the Slot Licensor in their sole discretion) and is generally considered suitable in the sole discretion of the Slot Licensor.
- "GST"** has the meaning given to the term in the GST Act.
- "GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999*.
- "Insolvency Event (Licensee)"** means an event whereby all of the parties comprising the Slot Licensee experience one or much of the following events:
- (a) commits an act of bankruptcy, as defined in the Bankruptcy Act;
  - (b) enters into or takes any step that could result in the party entering into a debt agreement or personal insolvency agreement pursuant to the Bankruptcy Act;
  - (c) is made bankrupt;
  - (d) makes compromises with their creditors or any class of creditor;
  - (e) becomes incapable of managing their own affairs; or
  - (f) dies;

- (g) is subject to any action initiated by any competent authority to strike their name off the register of companies;
- (h) if an application is filed for the winding up of the party which is not dismissed or withdrawn within ten Business Days of that application being filed;
- (i) if an order is made for winding up of the party and the winding up is not stayed indefinitely or terminated within ten Business Days of the order being made;
- (j) if the party's shareholders pass a resolution to wind up the party;
- (k) if a receiver, receiver and manager, controller (as defined in section 9 of the Corporations Act) or similar person is appointed to any property of the party;
- (l) if a provisional liquidator is appointed to the party;
- (m) if the party is placed into administration or enters into a deed of company arrangement (as those terms are defined in section 9 Corporations Act);
- (n) if the party, or any other party takes any step towards either placing the party into administration or entering into a deed of company arrangement; or
- (o) if the party is unable to pay its debts as they fall due or is unable to certify that it is able to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the general re-adjustment or re-scheduling of its indebtedness or enters or proposes to enter into any arrangement or composition with its creditors.

<b>"Local Rules"</b>	means the Local Rules (Thoroughbred Racing) as amended from time to time.
<b>"Managing Owner"</b>	means the <i>manager</i> of the horse (as that term is defined in the Rules of Racing).
<b>"Parties"</b>	means the Slot Licensor and the Slot Licensee.
<b>"QRIC"</b>	means the Queensland Racing Integrity Commission established under the <i>Racing Integrity Act 2016</i> (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.
<b>"QTIS Horse"</b>	means a horse registered with the Queensland Thoroughbred Incentive Scheme.
<b>"Race"</b>	means the thoroughbred horse race to be known as ' <i>The King of the Mountain Race</i> ' to be run each calendar year on the date stated in the Racing Calendar.
<b>"Racing Act"</b>	means the <i>Racing Act 2002</i> (Qld).
<b>"Racing Calendar"</b>	means Racing Queensland's official industry publication for thoroughbred racing as may be amended from time to time.
<b>"Racing Integrity Act"</b>	means the <i>Racing Integrity Act 2016</i> (Qld).
<b>"Racing Queensland"</b>	means the statutory body known as Racing Queensland Board 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.

<b>"Reference Schedule"</b>	means the completed cover page attached to these Terms and Conditions and signed by the Slot Licensor and the Slot Licensee.
<b>"Rules of Racing"</b>	means the Australian Rules of Racing and Racing Queensland Local Rules of Racing as amended from time-to-time.
<b>"Slot"</b>	means a place in the starting field of the Race.
<b>"Slot Licence"</b>	means the licence granted by the Slot Licensor to the Slot Licensee to enter a thoroughbred horse in each running of the Race during the Term.
<b>"Slot Licensee"</b>	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).
<b>"Slot Licence Fee"</b>	means the fee determined as per clauses 3.2 and 3.3 of these Terms and Conditions.
<b>"Slot Licensor"</b>	means the TTC.
<b>"TTC"</b>	means the Toowoomba Turf Club Inc. IA07354.
<b>"Term"</b>	means: <ul style="list-style-type: none"> <li>(1) for Slot Licensees other than a Slot Licensee who purchases their Slot at auction pursuant to these Terms and Conditions - the calendar years 2022, 2023 and 2024; and</li> <li>(2) for Slot Licensees who purchase their Slot at auction pursuant to these Terms and Conditions means 2022 only; and</li> </ul>
<b>"Terms and Conditions"</b>	means the terms and conditions set out in this document.

## 1.2 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.

## 2. CONDITIONS ABOUT THE APPLICATION

2.1 The application is an expression of interest in acquiring a Slot.

2.2 The application must:

- (1) be in the Approved Form;
- (2) be accompanied by relevant evidence verifying the legal identity of all parties listed (including in the case of a syndicate or partnership, every member of that syndicate or partnership), which must consist of:
  - (a) in the case of individuals, a certified copy of their driver's licence or passport; or
  - (b) in the case of a company, an official extract of the company's ASIC record, dated no more than 14 days prior to the date on which the application is submitted; or
  - (c) in the case of a trust, a certified copy of the Trust Deed, along with certified copies of any amendments or variations to the Trust Deed;
- (3) be signed by each listed party, as acknowledgement of their agreement to these Terms and Conditions;
- (4) include the details of the nominated Authorised Representative or Manager of the Slot;
- (5) be accompanied by the Application Fee; and
- (6) be submitted to the Committee by the deadline stated by the TTC from time-to-time or if no deadline is stated, by 1 September each year (ie. 1 September 2022, 1 September 2023 and 1 September 2024).

(the **Application**).

2.3 Each party comprising the Applicant consents to the Slot Licensor undertaking a police check or other relevant background check on them for the purposes of verifying information provided by them as a party to the Applicant.

2.4 Only Eligible Applicants may submit an Application. If an Application is received by a party who is not an Eligible Applicant, they will be notified that their Application has been rejected.

2.5 The Slot Licensor may, in their absolute discretion, reject an Application for any reason they deem reasonable in the circumstances. The decision of the Slot Licensor to reject an Application under this clause 2.3 is final and not challengeable.

2.6 Where the Slot Licensor rejects an Application under clause 2.5, they will notify the Applicant of the Application that:

- (1) the Application has been rejected; and
- (2) the reasons why the Application has been rejected.

### **3. CONDITIONS ABOUT THE SLOTS**

3.1 The Race will include twelve (12) Slots to be distributed as follows:

- (1) ten (10) Slots will be drawn randomly from a ballot of Eligible Applicants, to be conducted in conjunction by the Slot Licensor and Racing Queensland;
- (2) one (1) Slot will be retained by the Slot Licensor. This Slot can be auctioned or retained for the purposes of community engagement (ie. Owner for a Day concept); and
- (3) one (1) Slot will be auctioned in conjunction by the Slot Licensor and Racing Queensland in accordance with clause 3.10.

- 3.2 The Slot Licence Fee payable for the Slot Licence by those Slot holders drawn in accordance with clause 3.1(1) is \$40,000 plus GST per Race during the Term, (subject to increase as per these Terms) to be paid by the Slot Licensee to the Slot Licensor in two non-refundable instalments as follows:
- (1) a first instalment of 50% of the Slot Licence Fee to be paid by 5:00pm on 1 October of the same year in which the Race is run; and
  - (2) the second instalment of 50% of the Slot Licence Fee to be paid by 5:00pm on 1 November of the same year in which the Race is run.
- 3.3 The Slot Licence Fee payable by the Slot holder/s who are the highest bidder/s at the auction in accordance with clauses 3.1(2) and 3.1(3) will be the final amount that they bid at the auction.
- 3.4 Upon payment of the Slot Licence Fee by the Slot Licensee in accordance with clause 1.1(1), the Slot Licensee agrees to be bound as a Slot Licensee for the Term. For the sake of clarity, any Slot Licensee who purchases their Slot at an auction pursuant to these Terms and Conditions purchase the Slot for one year only.
- 3.5 For the purposes of payment of the Slot Licence Fee in accordance with clause 3.2, the Slot Licensor will invoice (or cause the invoice to be issued to) the Slot Licensee for each payment fourteen (14) days in advance of the relevant payment date and each such invoice must be paid by the relevant payment date as set out above.
- 3.6 The total prizemoney for the Race in 2022 will be a minimum of \$750,000.00 (subject to deductions as provided for in these Terms). A 1% deduction for Equine Welfare (or such higher amount as may be required by Racing Queensland from time-to-time) will be applied to all prizemoney prior to distribution.
- 3.7 The total prizemoney for the Race in each of years 2023 and 2024 will be no less than \$750,000.00, with the breakdown of such prizemoney to be advised.
- 3.8 The Slot Licensor may, at its absolute discretion, increase the Slot Licence Fee and/or the prizemoney for the relevant year.
- 3.9 If the Slot Licensor increases the Slot Licence Fee in accordance with clause 3.8, the Slot Licensee may withdraw as the Slot Licensee for the remainder of the Term.
- 3.10 The auction of at least one (1) Slot (and potentially two (2) Slots, should the Slot Licensor elect to auction their Slot) will be conducted by the Slot Licensor and Racing Queensland, subject to the following requirements:
- (1) the auction must be conducted by a suitably licensed and professional auctioneer;
  - (2) the opening bid for each Slot will commence at \$40,000 (plus GST); and
  - (3) only Eligible Applicants that have submitted their Application prior to 1 September will be eligible to bid at the auction.
- 3.11 The successful bidder (or successful bidders, if there is more than one auction) must make payment of the Slot Licence Fee as follows:
- (1) a first instalment of 50% plus GST of the Slot Licence Fee to be paid by 5:00pm on the Business Day immediately following the day on which the auction is held; and
  - (2) the balance 50% plus GST of the Slot Licence Fee to be paid by 5:00pm on 1 October or such other date as advised by TTC.

3.12 If the successful bidder (or successful bidders, if there is more than one auction) fails to comply with the payment obligations in clause 3.11 or otherwise breaches this Agreement, the TTC may elect to (in addition to any other rights that it may have under this Agreement):

- (1) offer the successful bidder's Slot to the under-bidder, for the Slot Licence Fee and should the under-bidder accept the offer, they will be subject to these Terms and Conditions;
- (2) retain the Slot and deal with it as per clause 3.1(2); or
- (3) host another auction for the Slot.

#### **4. CONDITIONS ABOUT THE SLOT LICENSEE**

4.1 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.

4.2 Subject to the Slot Licensee paying the Slot Licence Fee for the relevant year of the Term by the required dates (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.

4.3 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:

- (1) nominate and accept for one QTIS horse that:
  - (a) has been trained in a Queensland domicile stable for at least twelve (12) continuous months immediately prior to nominations;
  - (b) is trained by a trainer who has their main stable (not satellite stable) located in Queensland; and
  - (c) is trained by a trainer who has their trainer's licence issued by QRIC;in each Race during the Term by the relevant times as set out in the Racing Calendar; and
- (2) pay any nomination and acceptance fees payable to Racing Queensland.

4.4 The Slot Licensee does not have to be the owner of the horse that is entered by it to run in the Race, but will be responsible that all criteria on eligibility are satisfied (refer clause 5.3).

4.5 If the Slot Licensee is not the owner of the horse nominated to run in the Race:

- (1) the Slot Licensee:
  - (a) must provide a declaration to the Slot Licensor by no later than 24 hours prior to the closing time for nominations (or such later time as approved by the Slot Licensor) for the Race detailing:
    - (i) the interests and shares of all owners of the horse being nominated to run in the Race; and
    - (ii) the agreement reached with the owners of the horse being nominated to run in the Race as to prizemoney split; and

(b) 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

(2) the Managing Owner of the horse must, prior to acceptance of the relevant horse for the Race, provide a declaration to the Slot Licensor (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 1.1(1)(a)(ii).

4.6 The Slot Licensee will ensure that 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 to the horse's entry in the Race.

4.7 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.

4.8 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.

## **5. CONDITIONS ABOUT THE RACE**

5.1 The Race will be conducted in accordance with these Terms and Conditions and the race conditions issued for the Race by Racing Queensland.

5.2 The Race will:

- (1) be run on turf at the Toowoomba Turf Club, Queensland;
- (2) be conducted over 1200m;
- (3) be conducted under the Rules of Racing;
- (4) have a maximum of twelve (12) starters; and
- (5) be at Set Weights and Penalties (as that term is defined in the protocol) in accordance with Racing Queensland Handicapping protocol.

5.3 To be eligible to run in the Race, the runner must:

- (1) be a QTIS Horse;
- (2) have been trained in a Queensland domicile stable for at least twelve (12) continuous months immediately prior to nominations; and
- (3) otherwise satisfy all race conditions for the Race issued by Racing Queensland.

5.4 For each Race during the Term,;

- (1) the number of emergency runners will be prescribed by Racing Queensland in the race conditions for the Race;
- (2) the horses to be declared as emergencies for the Race will be chosen by Racing Queensland in accordance with the race conditions for the Race;

- (3) 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;
- (4) 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
- (5) in the event of a scratching of a horse entered for the Race by the Slot Licensee pursuant to clause 5.6 or clause 5.7, the Slot Licensee may at its discretion select any one of the available declared emergency horses to run in the Race.

5.5 If the Slot Licensee's runner is scratched before 7:30am on the day of the Race:

- (1) 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:
  - (a) the owner(s) and trainer of the emergency horse retain all rights and responsibilities under the Rules of Racing;
  - (b) the emergency horse is to run from the scratched horse's barrier;
  - (c) the prizemoney is to be shared on a 50/50 (%) basis between the Slot Licensee and the owner(s) of the emergency horse;
  - (d) the winning trophy (if any) will belong to the Slot Licensee if an emergency horse wins the Race; and
  - (e) the Slot Licensee will determine what racing colours the jockey of any emergency horse running in the Race will wear, but  
  
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; or
- (2) 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.

5.6 If the Slot Licensee's runner is scratched after 7:30am on the day of the Race:

- (1) 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; or
- (2) 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.

5.7 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 1.1(1) 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.



5.8 Racing Queensland, the QRIC and the Slot Licensor will take reasonable steps to discharge any obligations imposed on them by clauses 5.4 - 5.7, however, in the event that an obligation is not discharged by any one of them despite reasonable efforts being used, the Slot Licensee will have no claim whatsoever (including, but not limited to, a claim for loss or damage) against any of Racing Queensland, the QRIC or the Slot Licensor.

## 6. ADDITIONAL CONDITIONS

6.1 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.

6.2 The Slot Licensor may terminate this Agreement immediately by notice to the Slot Licensee if any of the following events has occurred:

- (1) Racing Queensland withdraws from their commitment to the Race;
- (2) the Slot Licensee breaches any term of these Terms and Conditions (including failing to make payment of any instalment of the Slot Licence Fee by the due date) and the Slot Licensee fails to rectify the breach within fourteen (14) days of receiving notice from the Slot Licensor;
- (3) any party comprising the Slot Licensee:
  - (a) commits an offence against the Racing Act or the Racing Integrity Act or equivalent law in any other jurisdiction;
  - (b) commits an indictable offence, or a summary offence that involved dishonesty, fraud, stealing or unlawful betting, under any other Act or repealed Act; or
  - (c) commits an animal welfare offence; or
  - (d) otherwise does or fails to do any act or thing which would bring the Race, the Slot Licensor or Racing Queensland into disrepute (in the opinion of the Slot Licensor or Racing Queensland).
- (4) the Slot Licensee experiences an Insolvency Event (Licensee).

6.3 The Slot Licensee may terminate this Agreement by written notice to the Slot Licensor if any of the following events has occurred:

- (1) the Slot Licensor has committed a material breach of this Agreement which is not remediable or if capable of remedy, where the Slot Licensor has failed to remedy it within 30 days of written notice from the Slot Licensee; or
- (2) the Slot Licensor is subject to an insolvency event, other than an internal reconstruction.

6.4 If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

- (1) the Parties are immediately released from their obligations under the Agreement except those obligations that, by their nature, survive termination;
- (2) each Party retains the claims it has against the other;
- (3) the Slot Licensee must immediately pay all outstanding amounts to the Slot Licensor without off-set (including any off-set for any alleged claim);
- (4) the Slot Licensor may reallocate the Slot another party; and

- (5) if the Agreement is terminated pursuant to clauses 6.2(2) or 6.2(4), the Slot Licensor may retain any part of the Slot Licence Fee paid by the Slot Licensee.
- 6.5 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. This will be the Slot Licensee's only remedy in these circumstances.
- 6.6 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.
- 6.7 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.
- 6.8 The Slot Licensee:
- (1) expressly and irrevocably, assigns exclusively to the Slot Licensor all intellectual property, media rights and sponsorship rights in connection with:
    - (a) the promotion of the Race;
    - (b) the events associated with the Race;
    - (c) the announcement of the slot licensee;
    - (d) the announcement of the horse, trainer, jockey and ownership group;
    - (e) the running of the Race; and
    - (f) 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;
  - (2) agrees to request permission from the Slot Licensor prior to release any information relating to the Race. All media releases and communication will be coordinated to ensure that all parties can maximise potential reach and exposure through media platforms (including social media), broadcasting and all media channels;
  - (3) 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; and
  - (4) 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.
- 6.9 Nothing in these Terms and Conditions creates a joint venture, agency, partnership or common enterprise between the Slot Licensor and the Slot Licensee.

- 6.10 If the Slot Licensee is comprised of more than one individual or entity (including partners in a partnership):
- (1) an obligation on the Slot Licensee is both a joint and several obligation of each of those parties comprising the Slot Licensee;
  - (2) a right granted to the Slot Licensee is deemed to be exercised jointly and severally on behalf of all parties comprising the Slot Licensee, if exercised by the Authorized Representative or Manager; and
  - (3) a representation, warranty or undertaking made by any party comprising the Slot Licensee is taken to be made by each of them.
- 6.11 To the fullest extent permitted by law, the Slot Licensee releases the Slot Licensor, the QRIC and Racing Queensland from any claim, loss, damage or other liability incurred by the Slot Licensee or any of their related parties, agents, employees or contractors in relation to or in any way connected with the Race or this Agreement, except to the extent that it arises from the negligent or wilful acts or omissions of the Slot Licensor.
- 6.12 The Slot Licensee indemnifies the Slot Licensor and Racing Queensland against any and all loss, damage or expense incurred (including legal costs on an indemnity basis) and any and all liabilities incurred directly or indirectly caused by the Slot Licensee or their related parties, agents, employees or contractors in connection with or whatsoever relating to the Race or this Agreement.
- 6.13 The Slot Licensee acknowledges and agrees that the limitations of liability contained in clause 6.12 are essential to the Slot Licensor and the Slot Licensor would not have entered into this Agreement in their absence.
- 6.14 Any representation, warranty, condition or undertaking that would be implied in this Agreement by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.
- 6.15 This Agreement is to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, guarantees, conditions or obligations. If such legislation applies, to the extent possible, the Slot Licensor limits its liability in respect of any claim to the Slot Licence Fee payable for a single year of the Term.
- 6.16 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.
- 6.17 If any provision (or part of a provision) of these Terms and Conditions are found to be invalid or unenforceable, such provision is to be read-down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 6.18 These Terms and Conditions may be amended by the Slot Licensor from time-to-time, by notice to the Slot Licensees or Applicants (as the case may be, with respect to the timeframe when the amendment occurs). Should the Slot Licensee or Applicant not agree to the amended Terms and Conditions, they have seven (7) days in which to notify the Slot Licensor that they withdraw from this Agreement. This is the Applicant or Slot Licensee's only remedy in such circumstances.
- 6.19 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.