

AFFIDAVIT

Queensland Racing Commission of Inquiry

William Bernard Andrews

I **WILLIAM BERNARD ANDREWS** of Brisbane in the State of Queensland state on oath:

1. My full name is William Bernard Andrews. I live in Brisbane. My date of birth is [REDACTED]
2. I am a retired Solicitor. I was admitted as a Solicitor of the Supreme Court of Queensland in 1977. From 01 July 1978 to 13 August 2010, I was a partner in the practice of Trilby Misso & Co.
3. I refer to the Schedule to the requirement to give information in a written statement (the 'Schedule') received by me from the Commissioner.
4. I have no knowledge of any matter relating to '*Contract Management and Financial Accountability*' referred to in paragraphs 1.1 to 1.4 of the Schedule.
5. I have no knowledge of any matter relating to '*Management*' referred to in paragraphs 2.1 to 2.2 of the Schedule.
6. In respect to paragraph 3 of the Schedule '*Corporate Governance Arrangements*', I say that in or about 2006 I attended a seminar on Corporate Governance in Brisbane with some of the directors of QRL and Product Co. This seminar was initiated by the Queensland Government.

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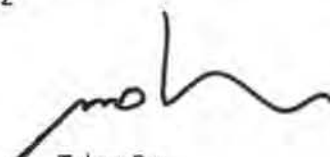
AFFIDAVIT OF WILLIAM
BERNARD ANDREWS

7. In my practice as a Solicitor, I dealt primarily with commercial matters. Prior to my appointment to the **QRL Board**, my experience as a company director was in smaller undertakings mostly which concerned my private business interests.
8. In respect to paragraph 3.2 of the Schedule, I have no knowledge of any matter other than the '*Product and Program Agreement issue*' and the '*Camphor*' issue to which I refer to more fully later in this affidavit.
9. In respect to paragraph 4 of the Schedule '*Oversight by the Minister, the Executive Government, the Chief Executive*', I have no knowledge of any matter relating to issues of '*Oversight by the Minister, the Executive Government, the Chief Executive*' referred to in paragraph 4.1(a), (b) and (c). To my knowledge the conduit from **QRL** to the Minister was Mr Bill Ludwig. I never had any direct contact with the Minister or anyone from the Executive Government or the Chief Executive in respect to **QRL** or **Product Co** issues.
10. In respect to paragraph 5 of the Schedule '*Employment Contracts: Tuttle, Orchard, Brennan, Reid*', I have no knowledge of any matter relating to '*Employment Contracts*' referred to in paragraphs 5.1 to 5.3.
11. In respect to paragraph 6 of the Schedule '*Queensland Race Product Co Limited and Tatts Group*', my knowledge of the matters referred to in paragraphs 6.1 to 6.6 of the Schedule is contained herein.
12. In respect to paragraph 7 of the Schedule '*Funds Transfer in February, 2012: Queensland Government to Racing Queensland Limited Infrastructure Trust Account*' I have no knowledge of any of the matters set out in paragraphs 7.1 to 7.3.

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13. In respect to paragraph 8 of the Schedule, '*Any other Relevant Matter*' I have no knowledge of any other relevant matter in respect to the terms of reference.

Background

14. I became interested in racing from an early age. My grandfather and father were involved in racing. I became an owner in the early 1990s. I am a commercial breeder of thoroughbred horses.
15. I was a member of the QTC and the BTC for about 20 years prior to the amalgamation of the clubs. I have since remained a member of the Brisbane Racing Club.
16. Prior to being appointed to the QRL Board, I was a member of the First Level Appeals Committee of Queensland Racing. The committee was established under the local rules to hear appeals from licencees against disciplinary decisions made by QR Stewards. From my membership of the appeals committee, I acquired a knowledge of the Australian Rules of Racing, the local rules and the provisions of the *Racing Act*.
17. In **January 2005**, I was appointed a board member of Queensland Racing Limited ('**QRL**'). At the same time I was appointed as a member of Queensland Race Product Co Ltd ('**Product Co**').
18. At the time of my appointment to **QRL** the other board members were Mr Bob Bentley (Chairman), Mr Tony Hanmer, Mr Bill Ludwig and Mr Michael Lambert.
19. At the time of my appointment to **Product Co**, the other directors were Mr Tony Hanmer (Chairman), Mr Bill Ludwig and Mr Michael Lambert.

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20. In **2005** and at all other relevant times the Chief Operations Manager of **QRL** was Mr Malcolm Tuttle.
21. On **09 June 1999** **Product Co** and TABQ entered into an agreement called the Product and Program Agreement ('PPA'). The controlling bodies of each of the racing codes in Queensland (Queensland Principal Club, Queensland Harness Racing Board and Greyhound Racing Authority) were also parties. Pursuant to the agreement, **Product Co** agreed to supply the Australian Racing Calendar, Queensland Racing Program and Australian Racing product to TABQ for its exclusive use in its wagering business. The consideration for the supply and use of the information is contained in the PPA. I became familiar with the broad parameters of the agreement after my appointment to **Product Co**. Now produced and shown to me and marked '**WBA1**' is a true copy of the Product and Program Agreement dated 09 June 1999.
22. From the time of my appointment in **January 2005**, I attended board meetings of both **QRL** and **Product Co** which meetings were held at **QRLs** headquarters at Deagon.

The Camphor Issue

23. At a **QRL** Board Meeting held on 06 February 2009 a board paper was presented by the Director of Integrity Operations seeking the Board's approval for **QRL** to advise the Racing Science Centre that it was no longer necessary for the Racing Science Centre to test for the substance of hydroxyl camphor as part of its spectrum of tests. The Board agreed with the proposal and resolved that the Director of Integrity Operations so advise the Racing Science Centre. Now produced and shown to me and marked with the letter '**WBA2**' is a true copy of the Board Paper Number 6.3 and a true copy of the Minutes of the **QRL** Board Meeting of Friday 06 February 2009.

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24. Some months later, I was informed by a Senior Steward of **QRL**, on a confidential basis that at the time the Board's decision to so inform the Racing Science Centre the Stewards had evidence of a positive swab to hydroxyl camphor from a horse in the care of a prominent trainer in Toowoomba.

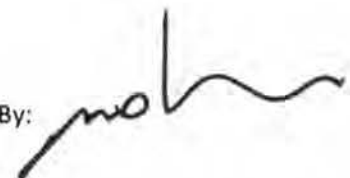
The Race Fields Legislation

25. Until **2008**, the various pari mutual wagering operators (the 'TABs') in the States and Territories of Australia each used each other's racing information free of charge. This was known as '*the gentleman's agreement*'.
26. In **2008**, it became public knowledge that the New South Wales government intended to pass legislation known as 'New South Wales Race Fields Legislation', the purpose of which was to require all race wagering operators regardless of their location to pay a fee to Racing NSW for use of its racing product for racing purposes. The legislation was to cover all three racing codes conducted in New South Wales.
27. From **01 September 2008** it would become an offence under the legislation punishable by fines and/or imprisonment for publishing New South Wales race fields without the necessary approval of New South Wales Racing. Throughout 2008 I became aware of this issue. I appreciated it would become an issue for the racing codes in Queensland and elsewhere in Australia.
28. Sometime prior to attending a board meeting of **Product Co** on **04 December 2008** I received from **Product Co** a copy of a letter of advice from Mr David Grace, a partner of

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Cooper Grace Ward, Lawyers dated **18 November 2008** addressed to QRL. Now produced and shown to me and marked 'WBA3' is a true copy of the letter.

29. The letter of advice discussed certain provisions of the PPA and in particular, whether UNiTAB was entitled to deduct the fees to be charged to it by Racing NSW under its Race Fields Legislation from the monies payable by UNiTAB to **Product Co** pursuant to the PPA. Mr Grace's advice was UNiTAB was not lawfully entitled to do so.
30. I have recently been shown a copy of the Agenda and the Minutes of the meeting of **Product Co** of **04 December 2008**. Mr Hanmer chaired the meeting. Mr Hanmer said words to the effect *'I have alternate advice from other legal practitioners which advice disagrees with Mr Grace's opinion'*. Mr Hanmer did not provide a copy of any alternate advice to the meeting. Now produced and shown to me and marked 'WBA4' is a copy of the Minutes of Meeting of **04 December 2008**.
31. On **05 March 2009**, I attended a board meeting of **Product Co**. Mr David Grace was present.
32. At the meeting Mr Grace's advice was further discussed. Mr Michael Lambert said words to the effect *'If Mr Grace's advice is correct, it raises issues that need to be further considered'*. I said *'I agree with Michael Lambert'*. Both Mr Lambert and I suggested the board obtain advice from Senior Counsel.
33. The discussion continued between the board members. Someone (I cannot recall who) spoke of the cost of obtaining Senior Counsel's advice. I recall figures of between \$25000.00 to \$50000.00 were mentioned. I recall saying *'Someone like David Jackson QC, should be briefed'*.

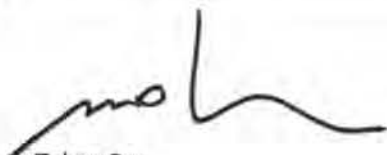

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34. I recall Mr Hanmer saying words to the effect *'I consider the cost of obtaining Senior Counsel's advice is not warranted'*.
35. Discussion of the issue continued. Mr Hanmer said words to the effect *'In my view the Board should meet with UNiTAB to seek a variation of the agreement. The Board should contact the Office of Racing to seek its view as to the commercial intent of the agreement at the time it was drafted'*.
36. There was no formal resolution put to either obtain Senior Counsel's advice, to contact UNiTAB or to contact the Office of Racing. Now produced and shown to me and marked 'WBA5' is a copy of the Minutes of Meeting of **05 March 2009**.
37. I attended a further board meeting of **Product Co** on **04 June 2009**. Mr Grace was again present. The Grace advice was again discussed. During the meeting I said words to the effect *'I remain of the view that we should obtain Senior Counsel's advice on the issue'*. I then said to David Grace words to the effect:
- 'If we fail to fully investigate the issue raised in your advice, aren't we in breach of our duties as directors?'*
- Mr Grace responded with words to the effect *'yes, you would be in breach of your duty owed to **Product Co**'*.
38. Mr Hanmer said words to the effect *'I have legal advice to suggest that Mr Grace's advice is not correct'*. Again he did not reveal the source of the advice nor did he table any advice.
39. Mr Lette said words to the effect *'I have had someone in my office look at the Grace advice. I have been advised that Grace's advice is incorrect'*.



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40. I again suggested to the meeting that Senior Counsel's advice be sought. Now produced and shown to me and marked 'WBA6' is a true copy of the Minutes of 04 June 2009.
41. I attended a further board meeting of Product Co on **18 September 2009**. I cannot now recall if there was any further discussion regarding the issue.
42. I attended a number of meetings of the **QRL** Board throughout 2009. I cannot specifically now recall if the issue was raised at those meetings. It could have been.
43. Because of a requirement in the constitution of **QRL** Mr Lambert and I were due to retire at the AGM on **17 November 2009**.
44. Earlier in **March 2009** a selection process as detailed in the constitution was began to fill the positions vacated by our resignations. I put myself forward as a candidate. Mr Lambert did not.
45. Nominations closed on **29 May 2009**.
46. Of the candidates seven were selected for interview by an independent consultant retained by **QRL**. I was one of those seven.
47. On **07 August 2009**, at a **QRL** board meeting Mr Michael Lambert and I questioned the process being adopted by the consultant.
48. In **September 2009** Mr Milner and Mr Stewart were elected to fill the vacancies.
49. Shortly thereafter, I issued proceedings in the Supreme Court seeking injunctions against **QRL** alleging that the process set out in the constitution had not been followed. The matter



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50. was heard in the Supreme Court at Brisbane on **20 and 21 October 2009**. Judgment was delivered on **23 October 2009**. Injunctive relief was granted.
51. It was necessary to reopen the proceedings in **November 2009** to seek further relief to have the independent consultant from being involved further in the selection process. Judgment was delivered on that issue on **13 November 2009**.
52. I resigned as a director of both **QRL** and **Product Co** at the Annual General Meeting on **21 December 2009**.
53. To my knowledge the issue raised by Mr Grace in his advice of **18 November 2008** in respect to UNiTAB deducting the fees payable by it to interstate racing authorities from the product fee payable to **Product Co** under the PPA was not resolved.
54. All the facts and circumstances above deposed to are within my knowledge, save such as are deposed to from information only, and my means of knowledge and sources of information appear on the face this my Affidavit.

Sworn by:

William Bernard Andrews

on

25 July 2013

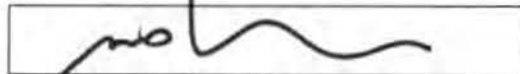
at

Brisbane

in the presence of:



Person making affidavit to sign



Person taking affidavit to sign

William Bernard Andrews

Print name

Michael Edward O'Connor

Solicitor

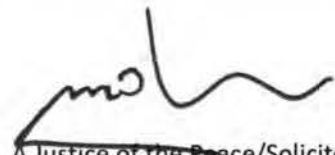
Queensland Racing Commission of Inquiry

William Bernard Andrews

Bound and marked 'WBA1' to 'WBA6' are the exhibits to the affidavit of **WILLIAM BERNARD ANDREWS** sworn 25 July 2013:



Deponent



A Justice of the Peace/Solicitor

Exhibit No.	Document Description	Page No.
	PROPOSED CONFIDENTIAL MATERIAL	
'WBA1'	Product and Program Agreement 09 June 1999	1 - 72
'WBA2'	Board Paper Number 6.3 and Minutes of Queensland Racing Limited Board Meeting of Friday 06 February 2009	73 - 87
'WBA3'	Letter Cooper Grace Ward to Mr Malcolm Tuttle, Chief Operations Manager, Queensland Racing Limited	88 - 94
'WBA4'	Minutes of Queensland Race Product Co Ltd General Meeting 04 December 2008	95 - 97
'WBA5'	Minutes of Queensland Race Product Co Ltd 05 March 2009	98 - 102
'WBA6'	Minutes of Queensland Race Product Co Ltd 04 June 2009	103 - 106

CERTIFICATE OF EXHIBIT

'WBA1'

FILE COPY

**PRODUCT AND PROGRAM
AGREEMENT**

Date: 9 June 1999

**TOTALISATOR ADMINISTRATION BOARD OF QUEENSLAND
("TABQ")**

**QUEENSLAND RACE PRODUCT CO LTD
("Product Co")**

**QUEENSLAND PRINCIPAL CLUB, QUEENSLAND HARNESS RACING BOARD and
GREYHOUND RACING AUTHORITY
("Queensland Control Bodies")**



Product and Program Agreement

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Product and Program Agreement

AGREEMENT made at Brisbane on this 9th day of June 1999.

BETWEEN: TOTALISATOR ADMINISTRATION BOARD OF QUEENSLAND of 240 Sandgate Road, Albion ("TABQ")

AND: QUEENSLAND RACE PRODUCT CO LTD ACN 081 743 722 of 161 Breakfast Creek Road, Newstead ("Product Co")

AND: QUEENSLAND PRINCIPAL CLUB of 161 Breakfast Creek Road, Newstead

AND: QUEENSLAND HARNESS RACING BOARD of Amy Street, Breakfast Creek

AND: GREYHOUND RACING AUTHORITY of Amy Street, Breakfast Creek

RECITALS

- A. TABQ conducts the Race Wagering Business pursuant to the Race Wagering Licence.
- B. Product Co has agreed to supply the Australian Racing Product, Queensland Racing Calendar and Queensland Racing Program for use by TABQ in its Race Wagering Business on the terms of this Agreement.
- C. The Queensland Control Bodies have agreed that each of them will ensure Product Co meets and performs its obligations under this Agreement.
- D. Product Co will receive the Product Fee under this Agreement as agent for the Queensland Control Bodies and the Queensland Racing Entities.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following words and expressions have the following meanings respectively:-

"Approved Race Telecaster" means a Race telecaster approved by the TABQ from time to time.

"Audiovisual Television Coverage" means audiovisual television coverage (including associated interviews and activities) of Races conducted at Race Meetings held by Queensland Racing Entities.

Product and Program Agreement

"Australian Racing Information" means all the information relating to Racing in Australia that is necessary for the efficient and effective conduct of Race Wagering on Racing in Australia and includes information of the nature set out in Schedule One.

"Australian Racing Product" means Australian Racing Information which is in the format specified by TABQ to Product Co in accordance with clause 9.3 of this Agreement or any part of it.

"Business Day" means a day other than a Saturday, Sunday or public holiday in Brisbane.

"Confidential Information" means, in relation to a party:-

- (a) information of every kind in any way connected with or relating to the Race Wagering Business;
- (b) information of every kind in any way connected with or relating to the terms of this Agreement;
- (c) information of one party which is disclosed to or observed by another party (the "Receiving Party") in connection with the performance of its obligations under this Agreement and which is regarded by the first-mentioned party as confidential to it and is so notified to the Receiving Party and which includes information relating to technology, designs, trade secrets, customer data bases and information of a commercially sensitive nature;
- (d) all communications between the parties (or any of them) or between the parties (or any of them) and any third person or persons, which relate to any aspect of the Race Wagering Business and the contents of those communications.

But Confidential Information does not include any information which:-

- (A) is in the Receiving Party's possession from another source and which was not disclosed in breach of this Agreement;
- (B) is already in the public domain and was not disclosed in breach of this Agreement;
- (C) is independently developed by the Receiving Party, except where the information is based on Confidential Information.

"Corporations Law" means the Corporations Law within the meaning of section 13(2) of the *Corporations (Queensland) Act 1990*.

"Dispose" means, in relation to any property, to sell, transfer, assign, create an Encumbrance over, declare oneself as trustee of or part with the benefit of or otherwise dispose of the relevant property (or any interest in it or any part of it).

Product and Program Agreement

"Effective Date" means the date on which the last of the events set out in clause 2 occurs.

"Encumbrance" means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set off, or any other security agreement or arrangement in favour of any person and "Encumber" has a corresponding meaning.

"Event of Insolvency" means

- (a) a body corporate which becomes an "externally-administered body corporate" within the meaning of that term in section 9 of the Corporations Law; or
- (b) a mortgagee in possession of any asset of a person; or
- (c) an application is made to a court for an order (not being an application withdrawn or dismissed within 30 days) or a resolution is passed to wind up a corporation.

The expression does not include the appointment of an administrator under section 51 of the *Wagering Act 1998*.

"Financial Year" means a period commencing on 1 July in any year and ending on 30 June in the following year.

"Government Consents" means all permissions, licences, authorisations, approvals, consents, waivers, exemptions and indications of no objection from any Governmental Agency (whether within or outside Australia) granted to or held by TABQ and necessary for the conduct of the Race Wagering Business (but excluding the Race Wagering Licence and all permissions, licences, authorisations, approvals, consents, waivers, exemptions and indications of no objection relating to it).

"Governmental Agency" means any government or any governmental or semi-governmental entity, authority, agency, commission, corporation or body (including those constituted or formed under any statute), but does not include TABQ or any of its subsidiaries.

"Gross Wagering Revenue" means:

- (a) the amount wagered (and not refunded) by customers of the TABQ, in the course of conducting Race Wagering on Racing in Australia less:-
 - (i) declared dividends; and
 - (ii) unpaid fractions.

and

Product and Program Agreement

- (b) the amount wagered (and not refunded) by customers of the TABQ, in the course of conducting Race Wagering on racing in jurisdictions other than Australia less:-
- (i) declared dividends;
 - (ii) unpaid fractions; and
 - (iii) the costs incurred by TABQ to acquire the information and other Intellectual Property relating to racing in jurisdictions other than Australia and deductions levied on or payable in respect of such information and Intellectual Property such as, for example, foreign taxes and exchange rate variations.

"Independent Expert" means the person referred to in clause 13.

"Intellectual Property" means any intellectual or industrial property including patents, all patentable inventions, copyright, trademarks, designs, trade, business or company names, or other proprietary rights, or any rights to registration of such rights, whether created before or after the date of this Agreement.

"Interstate Racing Entities" means any club, society, association, corporation or body of persons (whether corporate or incorporate) by whatever name called which has been or is established in any jurisdiction in the Commonwealth of Australia (other than Queensland) for the purpose of conducting or controlling races of galloping horses, trotting horses or greyhounds or information used in the conduct of such racing and includes any person who conducts or controls such racing or information used in such racing.

"Marketing Rights" means any right :

- (a) to market and to replay, produce, record, create, reproduce, transmit, broadcast, narrowcast, multipoint, point to point, on-line service, diffuse, distribute and publish any part of the Audiovisual Television Coverage in any and all forms of television whether now known or hereafter devised; and
- (b) to permit any part of the Audiovisual Television Coverage to be performed in public, domestic and other venues live or on a delayed basis; and
- (c) to broadcast or rebroadcast any part of the Audiovisual Television Coverage by way of slow-motion or other replays or in any summaries or digest subsequently relayed, reproduced, transmitted, broadcast, distributed or published; and
- (d) to insert into the Audiovisual Television Coverage commercials, editorial comment, announcements or other programming in its sole discretion; and
- (e) to reproduce or permit the reproduction of any part of the Audiovisual Television Coverage to enable the exploitation of any or all of the above rights; and

Product and Program Agreement

(f) to licence, sub-licence or assign any or all of the above rights.

but excluding the right of an Approved Race Telecaster to technologically alter the identity or appearance of, or any signage appearing on, a race track, a horse, jockey, trotting horse, driver or greyhound or their costumes or equipment ("Material") except for Material which disparages or competes with the Race Wagering Business, in the gambling market. For the avoidance of doubt, the term technologically alter, does not include superimposing information which may obscure Material (for example, superimposing results of Races, dividend information etc) nor does the term include editing or superimposing images, promotions or advertisements to the extent or in the manner that are carried out as at 28 May, 1999.

"Minimum Component", for a Financial Year, means a minimum number and type of Races scheduled to be conducted in Queensland by Queensland Racing Entities in that Financial Year upon which Race Wagering is to be conducted, and allocated in the manner used in Schedule 2.

"Minister" means the Minister of the State responsible for the administration of the *Wagering Act 1998*.

"Product Fee" means the consideration payable to Product Co pursuant to clause 10.1.

"Queensland Control Bodies" means severally, the Queensland Principal Club, the Queensland Harness Racing Board and the Greyhound Racing Authority and their respective successors.

"Queensland Racing Entity" means entities (whether incorporated or unincorporated) registered by any of the Queensland Control Bodies under the *Racing and Betting Act 1980* as race clubs, trotting clubs and greyhound clubs.

"Queensland Racing Calendar", for a Financial Year, means a calendar of Race Meetings scheduled to be held in Queensland during that Financial Year and which details the number of Race Meetings to be held, the days of the week on which the Race Meetings will be held, whether it will be a day, twilight or evening Race Meeting, the estimated number of Races to be held at the Race Meetings, the estimated numbers of starters in each Race, identification of the Queensland Racing Entity to hold the Race Meetings and identification of the feature Races to be conducted at the Race Meetings.

"Queensland Racing Program", for a Financial Year means the programs of Races upon which wagering could be offered, scheduled to be held at Race Meetings scheduled in the Queensland Racing Calendar for that Financial Year.

"Race" means a race for galloping horses, trotting horses or greyhounds or any one or more of them as the context requires scheduled to be held at a Race Meeting and "Racing" has a corresponding meaning.

Product and Program Agreement

"Race Meeting" means a meeting for lawfully conducting the racing of galloping horses, trotting horses or greyhounds conducted in Queensland by Queensland Racing Entities or conducted outside Queensland.

"Race Wagering" means the conduct of wagering on Racing pursuant to the Race Wagering Licence.

"Race Wagering Business" means the operation of the business of Race Wagering by TABQ.

"Race Wagering Licence" means the wagering licence to be granted to TABQ pursuant to the *Wagering Act 1998*.

"Receiving Party" has the meaning given in clause 1.1 under the heading "Confidential Information".

"Related Body Corporate" has the meaning given in the Corporations Law.

"Serious Breach" means an act or omission of a party in breach of an obligation under this Agreement and constituting wilful default or gross negligence by the defaulting party or any breach which is specified in this Agreement to be a Serious Breach.

"State" means the State of Queensland.

"Term" means the term of this Agreement as defined by clause 3.

"Third Party Charge" means the amount of any fee payable or other consideration given by TABQ to obtain the equivalent of the Australian Racing Product and the costs and expenses incurred by TABQ in procuring the equivalent of the Australian Racing Product from a source other than Product Co.

"Wagering Program" means Races selected by TABQ upon which Race Wagering will be offered.

"Year" means any period of 12 consecutive calendar months.

1.2 Interpretation

(a) In this Agreement:-

(i) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(ii) references to a party includes its permitted successors and permitted assigns;

Product and Program Agreement

- (iii) a reference to this Agreement or to any other deed, agreement or document (other than the contracts between the Queensland Racing Entities and Sky Channel Pty Ltd existing as at 14 October 1997) includes, respectively, this Agreement or that other deed, agreement or document as amended, novated, supplemented, varied or replaced from time to time;
 - (iv) words importing the singular include the plural (and vice versa), and words denoting a given gender include all other genders;
 - (v) a reference to a clause or a schedule is a reference to a clause or schedule of this Agreement;
 - (vi) references to currency are references to Australian currency unless otherwise specifically provided;
 - (vii) references to the Corporations Law any other act of the State or Commonwealth parliament, code regulation or ordinance or to any statutory instrument issued under any of them or to any provision of any of them will be read as though the words "or any existing or future statutory instrument, modification or re-enactment or any statutory provisions substituted therefore" were added to that reference;
 - (viii) a reference to a person includes an individual, corporation, Governmental Agency, estate, trust, partnership, or association, two or more persons having a joint or common interest or any other legal or commercial entity or undertaking; and
 - (ix) a reference to the Race Wagering Licence will be read to mean the licence as it is in force from time to time in accordance with the *Wagering Act 1998*.
- (b) References to dates which do not fall on a Business Day will be construed as references to the immediately subsequent Business Day. Wherever in this Agreement a period of time is referred to, the day upon which the period commences will be the day after the day from which the period is expressed to run or the day after the day upon which the event occurs which causes the period to start running.
- (c) All the Schedules to this Agreement constitute an integral part of and are deemed to be incorporated in this Agreement.

2. CONDITIONS

This Agreement is conditional upon each of the following events occurring by or on 1 July 1999:-

- (a) the grant to TABQ of the Race Wagering Licence;

Product and Program Agreement

- (b) commencement of the *Wagering Act 1998* and the *Racing Legislation Amendment Act 1998*;
- (c) the written approval by the Minister to this Agreement pursuant to the *Wagering Act 1998*;
- (d) the Queensland Control Bodies entering into:
 - (i) a new intercode agreement or other arrangements which TABQ is reasonably satisfied with; and
 - (ii) arrangements in relation to Queensland Racing Entities which arrangements TABQ is reasonably satisfied will have the effect that the Queensland Racing Entities are legally obligated to do all things necessary so that Product Co and the Queensland Control Bodies can comply with their obligations under this Agreement.

3. COMMENCEMENT AND TERM

This Agreement will commence on the Effective Date and operate for the duration of the period for which the Race Wagering Licence grants to TABQ exclusivity unless sooner terminated under the terms of this Agreement.

4. RELATIONSHIP OF PARTIES

Nothing in this Agreement will be considered or interpreted as constituting between the TABQ and any other party, a relationship of partners, agent, trustee or fiduciary.

5. PRODUCT CO AND THE QUEENSLAND CONTROL BODIES

- 5.1 (a) Product Co and each Queensland Control Body acknowledge that it will carry out its obligations under this Agreement at all times with a view to optimising the revenue generated by the Race Wagering Business.
- (b) Product Co and each Queensland Control Body will use their best endeavours to ensure that Queensland Racing Entities do not have advertisers or sponsors of Races or Race Meetings which disparage or compete with the Race Wagering Business, in the gambling market.
- (c) Nothing in clause 5.1(b) will prohibit Queensland Racing Entities continuing to have advertisers or sponsors of Races and Race Meetings which compete with the Race Wagering Business, in the gambling market provided:-
- (i) the identity of the advertisers and sponsors is the same as the identity of the advertisers and sponsors as at 31 May 1999; and
 - (ii) the type of the advertising or sponsorship with the relevant advertiser or sponsor is the same as the type of the advertising or sponsorship with the relevant advertiser or sponsor as at 31 May 1999 and as evidenced in accordance with clause 5.1(c)(iii). For the avoidance of doubt, the consideration or benefit received by the relevant Queensland Racing Entities

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- may increase provided the nature and scope of the advertising or sponsorship does not change; and
- (iii) evidence is provided to the TABQ by Product Co, the Queensland Control Bodies or the relevant Queensland Racing Entity within 10 Business Days of the Effective Date of the following items in relation to the type of advertising and sponsorship as at 31 May 1999:
- A. the identity of all sponsors and the relevant Queensland Racing Entity in relation to each sponsor;
 - B. the Race(s), Race Meeting(s) or other event(s) relating to Racing which is sponsored by each of the identified sponsors;
 - C. the identity of all advertisers, their products and the relevant Queensland Racing Entity in relation to each advertiser and product;
 - D. the name of the Race Meeting or Race course or other site or publication where the advertising for each product is to take place; and
 - E. the nature of the advertising (including visual or audio) for each product for example if it is advertising on billboards situated at the location of a Race Meeting, track advertising (including advertising which would be visible or audible on any Audiovisual Television Coverage or audible on any live feed on radio) or advertising in race books distributed by the Queensland Racing Entity or available at the Race Meeting; and
- (iv) Product Co, the Queensland Control Bodies or the relevant Queensland Racing Entity notifies the TABQ, within 10 Business days of entering into any arrangements with advertisers or sponsors of Races and Race Meetings which compete with the Race Wagering Business, in the gambling market, of the particulars of the kind set out in clause 5.1(c)(iii) A to E.
- 5.2 Each of the Queensland Control Bodies will ensure that Product Co meets and performs its obligations under this Agreement, including ensuring that Queensland Racing Entities provide to Product Co such Australian Racing Product as required to enable Product Co to meet its obligations under this Agreement.
- 5.3 Each of the Queensland Control Bodies is liable for any breach by Product Co of its obligations under this Agreement. To the extent that a breach by Product Co involves or relates to a particular code or codes of Racing the Queensland Control Body or Bodies responsible for that code or codes hereby indemnify and shall keep indemnified the other Queensland Control Body or Bodies, as the case may be, from and against liability for such breach.
- 5.4 The liability of Product Co and the Queensland Control Bodies is several.
- 5.5 The Queensland Control Bodies must enter into (on or before the Effective Date) and must maintain and enforce binding contracts with the Queensland Racing Entities who are registered with them from time to time to the effect set out in clause 5.6.

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5.6 The rules of the relevant Queensland Control Body will at all times during the term of this Agreement require that each Queensland Racing Entity registered with them does all things necessary or as directed by the Queensland Control Body from time to time (including providing Product Co with such Australian Racing Product as required by Product Co from time to time) to ensure Product Co meets its obligations under this Agreement.

6. PRODUCT AND STRATEGY COMMITTEE

6.1 Establishment of Product and Strategy Committee

TABQ and Product Co will establish a committee to be known as the "Product and Strategy Committee" for the purpose of consulting with each other:-

- (a) with respect to each draft of the Queensland Racing Calendar so as to use their best endeavours to expeditiously resolve any issue concerning the quality, spread and quantity of Race Meetings in the draft Queensland Racing Calendar;
- (b) on strategies of TABQ to promote and develop Race Wagering in Australia and strategies of Product Co and the Queensland Control Bodies to promote and develop Racing; and
- (c) on any changes to the Minimum Component.

6.2 Composition and Procedures of Committee

- (a) The Product and Strategy Committee will comprise up to six persons of which up to three representatives will be nominated by TABQ and up to three representatives will be nominated by Product Co.
- (b) The Committee members will appoint a Chairman of the meetings.
- (c) The Product and Strategy Committee will meet at such times and at such places as agreed by the Committee members to consult as required by this clause (but in any event at least every 6 months).
- (d) One representative of TABQ and one representative of Product Co shall constitute a quorum at meetings of the Committee.
- (e) TABQ and Product Co shall each meet its own costs associated with its representatives participating in meetings of the Committee.
- (f) TABQ and Product Co can change any of their representatives on the Committee by notice to the other.
- (g) TABQ and Product Co shall ensure that their respective representatives execute a confidentiality undertaking on the terms contained in Schedule 5.

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- (h) The Product and Strategy Committee will be for the purpose of consultation only and will not have any power or authority to bind TABQ or Product Co or to vary any of the terms of this Agreement or any of the arrangements contemplated by this Agreement.
- (i) Any comment made by a representative of TABQ or Product Co or any resolution or recommendation of the Product and Strategy Committee will not prejudice or preclude or constitute a waiver by either TABQ or Product Co in the exercise of any of its rights or remedies under this Agreement.

7. SUPPLY OF QUEENSLAND RACING CALENDAR AND QUEENSLAND RACING PROGRAM

7.1 Determination of the Queensland Racing Calendar

- (a) The Queensland Racing Calendar for the Financial Year ending 30 June, 2000 will be the calendar set out in Schedule 3.
- (b) Product Co must prepare and submit to TABQ, a draft Queensland Racing Calendar for each Financial Year during the Term commencing with the Financial Year ending 30 June 2001, for finalisation by 31 March in the preceding Financial Year.
- (c) The Race Meetings to be included in the draft Queensland Racing Calendar must be spread appropriately during the Financial Year having regard to the quality and proposed timing of Race Meetings held by Interstate Racing Entities.
- (d) TABQ must expeditiously review each draft of the Queensland Racing Calendar.
- (e) If TABQ and Product Co have not agreed on the Queensland Racing Calendar for a Financial Year by 31 March in the preceding Financial Year, then the Queensland Racing Calendar will be the Queensland Racing Calendar for the previous Financial Year. In the event that there are Race Meetings in the Queensland Racing Calendar for the previous Financial Year which could not be held for reasons outside the control of Product Co, the Queensland Control Bodies or the Queensland Racing Entities then Product Co will substitute another Race Meeting of like quality and timing to the reasonable satisfaction of TABQ.

7.2 Determination of Queensland Racing Program

- (a) Product Co must prepare and submit to TABQ the Queensland Racing Program at such times throughout the Financial Year as are reasonable and customary.

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- (b) If there is any variation to the Queensland Racing Program that would impact on the Wagering Program after the Queensland Racing Program has been provided by Product Co to TABQ, Product Co must notify TABQ immediately and request TABQ's consent to any such variation. If TABQ's consent is granted then TABQ may amend the Wagering Program accordingly.

7.3 Intellectual Property Rights in the Queensland Racing Calendar and Queensland Racing Program

- (a) Queensland Racing Calendar and Queensland Racing Program is the Intellectual Property of Product Co

Each of the parties acknowledges that, to the extent that Intellectual Property or rights of confidentiality exist in or in connection with the Queensland Racing Calendar or Queensland Racing Program supplied by Product Co to TABQ, or in connection with the format of the Queensland Racing Calendar or Queensland Racing Program, that Intellectual Property and those rights of confidentiality are as between the parties to this Agreement solely those of Product Co.

- (b) Protection of Intellectual Property Rights in the Queensland Racing Calendar and Queensland Racing Program

- (i) Product Co must promptly take all reasonable action to protect its title to and Intellectual Property in the Queensland Racing Calendar or the Queensland Racing Program, to the extent that such Intellectual Property exists. Product Co must also defend challenges to the ownership or registration thereof by third persons in any country of the world. Such actions and defence will be at Product Co's own costs in all respects.
- (ii) TABQ, if requested by Product Co in writing, must use reasonable efforts to safeguard any Intellectual Property of Product Co in the Queensland Racing Calendar or the Queensland Racing Program to the extent that such Intellectual Property exists and to the extent that it has standing to do so but will not be liable for any costs in this respect. TABQ does not have to use any efforts to safeguard any Intellectual Property of Product Co unless the costs associated with such efforts are met by Product Co in a manner acceptable to TABQ.

7.4 Permitted Use of the Queensland Racing Calendar and the Queensland Racing Program

- (a) Product Co consents to the use of the Queensland Racing Calendar and the Queensland Racing Program solely for the conduct of the Race Wagering Business by TABQ and for the purposes it is used by TABQ as at 26 May 1999 ("Existing Purposes"). Such use includes the adaptation of the Queensland Racing Calendar or the Queensland Racing Program into any format.

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- (b) Subject to clause 7.4(c) TABQ must not, without the prior written agreement of Product Co:-
- (i) disclose the Queensland Racing Calendar or the Queensland Racing Program to any third party unless it is necessary or desirable for the conduct of the Race Wagering Business or Existing Purposes.
 - (ii) use the Queensland Racing Calendar or the Queensland Racing Program for any purpose other than for the conduct of the Race Wagering Business or Existing Purposes;
 - (iii) publish, broadcast, sell, licence or otherwise deal with the Queensland Racing Calendar or the Queensland Racing Program except to the extent necessary or desirable for the conduct of the Race Wagering Business or Existing Purposes.
- (d) Prohibitions or restrictions on the use or disclosure of the Queensland Racing Calendar or the Queensland Racing Program contained in clause 7.4(b) will not apply to information that is not, or has ceased to be, confidential information or is in the public domain (in either case other than through a breach by TABQ of its obligations under this Agreement).
- (e) Nothing in this clause 7.4 gives TABQ an interest in Intellectual Property subsisting in the Queensland Racing Calendar or the Queensland Racing Program greater than otherwise given by this Agreement.
- (f) For the avoidance of doubt nothing in this Agreement prevents or restricts TABQ using or acquiring the rights to use the Queensland Racing Calendar, Queensland Racing Program, Australian Racing Product, Marketing Rights or any other information or Intellectual Property rights in respect of Racing from any other party in connection with any other business, product or service of TABQ other than the Race Wagering Business or Existing Purpose and TABQ shall have no liability to pay or otherwise compensate any Queensland Control Body or Product Co for or in respect of such uses.

7.5 Exclusivity of Supply of Queensland Racing Calendar and Queensland Racing Program

- (a) Product Co will be the exclusive supplier to TABQ for the Race Wagering Business of the Queensland Racing Calendar and the Queensland Racing Program.
- (b) Subject to subclause (c), Product Co and the Queensland Control Bodies will not (and will ensure that each Queensland Racing Entity does not) supply the Queensland Racing Calendar or the Queensland Racing Program to any other person for any use directly or indirectly relating to wagering on Racing without the prior written consent of TABQ, which consent shall not be unreasonably withheld where no amount is payable or other consideration or benefit is directly or

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indirectly received for or in respect of such supply (other than reciprocal supply of Australian Racing Information to any Interstate Racing Entities where no amount is payable or other consideration or benefit is directly or indirectly received) and where it is considered by TABQ, acting reasonably, beneficial to the Race Wagering Business.

- (c) Product Co, the Queensland Control Bodies and the Queensland Racing Entities are permitted to provide the Queensland Racing Calendar and the Queensland Racing Program to those persons specified in Schedule 4 (but only such part of such information and at such times and for the purposes it is provided as at 20 May 1999) provided however that the Product Fee, in accordance with clause 10.2(d), reduces by such amounts payable or other consideration or benefit, directly or indirectly received (which does not include reciprocal supply of Australian Racing Information where no amount is payable or other consideration or benefit is directly or indirectly received) by any Queensland Racing Entity, any Queensland Control Body or Product Co.
- (d) Product Co and the Queensland Control Bodies shall provide to TABQ on request of TABQ information concerning the provision of the Queensland Racing Calendar to any other persons including all terms of any relevant arrangements.

7.6 Failure to Supply Queensland Racing Calendar or Queensland Racing Program

If Product Co does not provide the Queensland Racing Calendar or the Queensland Racing Program as required by this Agreement it will constitute a Serious Breach and TABQ may suspend payment of the Product Fee until the Serious Breach has been remedied and the compensation for the Serious Breach has been paid.

8. WAGERING PROGRAM

8.1 Determination of Wagering Program

- (a) TABQ will determine the Wagering Program from time to time after it has received the Queensland Racing Calendar from Product Co and will notify Product Co of the Wagering Program or amended Wagering Program from time to time.
- (b) TABQ must incorporate the Minimum Component in the Wagering Program. However if the Queensland Racing Calendar does not include the whole of the Minimum Component TABQ will only be required to incorporate in the Wagering Program that part of the Minimum Component included in the Queensland Racing Calendar.

8.2 Performance of Wagering Program

- (a) Product Co and the Queensland Control Bodies must ensure that each Queensland Racing Entity conducts all Races in the Wagering Program which form part of the Queensland Racing Calendar in accordance with the official rules of Racing applicable to the conduct of Race Meetings by the Queensland Racing Entity.

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- (b) TABQ will provide Race Wagering on all Races in the Minimum Component which are conducted and telecast live to TABQ outlets by an Approved Race Telecaster.

9. SUPPLY OF AUSTRALIAN RACING PRODUCT

9.1 Obligation to Supply the Australian Racing Product

Product Co must supply Australian Racing Product to TABQ

9.2 Timing of Supply of Australian Racing Product

Product Co will supply TABQ with Australian Racing Product in relation to each Race on which TABQ offers wagering and in each case in sufficient time as will enable the effective and efficient conduct of Race Wagering.

9.3 Format

- (a) TABQ will give notice to Product Co from time to time of the format in which the Australian Racing Information is to be provided. TABQ may specify any format such as a hard copy or electronic copy of written or diagrammatic material or a hard copy or an electronic copy of sound recordings or may specify a third party's service which is required such as services from the Racing Services Bureau provided that format is consistent with standards generally considered to be best practice in the Racing industry in Australia.
- (b) Product Co must comply with any requirements of TABQ (acting reasonably) in relation to the format in which it requires Australian Racing Information to be provided from time to time.
- (c) Product Co will ensure that each Queensland Racing Entity provides TABQ with access and facilities at Race Meetings nominated by TABQ to enable TABQ or its nominee, if it so elects, conduct calls on Races for live feed on radio in the same manner as exists as at 20 May, 1999.

9.4 Exclusivity of Supply of Australian Racing Product

- (a) Subject to clause 9.5 and the supply of Audiovisual Television Coverage and products derived from the Marketing Rights to TABQ, Product Co will be the exclusive supplier of Australian Racing Product to TABQ for use in the Race Wagering Business.
- (b) Subject to clause 7.5(b) Product Co and the Queensland Control Bodies will not (and will ensure that each Queensland Racing Entity does not) supply or grant any rights in relation to Australian Racing Product, Australian Racing Information, Audiovisual Television Coverage or the Marketing Rights to any other person for any use directly or indirectly relating to wagering on Racing without the written consent of TABQ.

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- (c) Nothing in clause 9.4(b) will prohibit Queensland Racing Entities from providing:
- (i) Audiovisual Television Coverage and Australian Racing Product and/or Australian Racing Information and the Marketing Rights associated with the Audiovisual Television Coverage to Sky Channel Pty Ltd pursuant to the contracts existing as at 14 October, 1997 between the Queensland Racing Entities and Sky Channel Pty Ltd during the term of those contracts (not counting any extensions of term where the Queensland Racing Entities agreed to an extension); or
 - (ii) Audiovisual Television Coverage to the holder of a television broadcasting licence for broadcast or communication to the public free of charge (except any broadcast or communication in connection with a service (including a teletext service) that provides no more than data, or no more than text (with or without associated still images) or a service that makes programs available on demand on a point to point basis, including a dial-up service) provided:
 - A. No amount is payable or other consideration or benefit is directly or indirectly received; and
 - B. No advertising during the broadcast or communication or sponsor of the broadcast or communication disparages or competes with the Race Wagering Business, in the gambling market;
- (d) Nothing in clause 9.4(c)(ii) will prohibit Queensland Racing Entities from providing Audiovisual Television Coverage to the holder of a broadcasting licence provided:-
- (i) it is necessary to fulfil any enforceable obligation on the Queensland Racing Entity to the holder of a broadcasting licence which existed as at 31 May 1999; and
 - (ii) Product Co and the Queensland Control Bodies ensure that any Queensland Racing Entities continue to fulfil any enforceable obligations which existed as at 31 May, 1999 on the Queensland Racing Entity to give consideration or a benefit to a holder of a broadcasting licence in exchange for the broadcast or communication to the public for free of charge of Audiovisual Television Coverage; and
 - (iii) Product Co, the Queensland Control Bodies or the relevant Queensland Racing Entity notifies the TABQ, within 10 Business Days of the Effective Date of details of the enforceable obligation referred to in clauses 9.4(d)(i) and (ii)

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- (e) If a contract between a Queensland Racing Entity and Sky Channel Pty Ltd existing as at 14 October, 1997 expires or is terminated Product Co and the Queensland Control Bodies must ensure that the Queensland Racing Entity or Product Co supplies the Audiovisual Television Coverage, the Australian Racing Product and/or the Australian Racing Information associated with the Audiovisual Television Coverage and the Marketing Rights to an Approved Race Telecaster on the terms and conditions consented to by TABQ.
- (f) TABQ must consent to such supply to an Approved Race Telecaster if the following conditions are met and may consent in its absolute discretion even if the following conditions are not met:
- (i) Product Co or the Queensland Racing Entity provides to TABQ a copy of the proposed agreement with the Approved Race Telecaster;
 - (ii) the Approved Race Telecaster must have also entered into arrangements with TABQ for the supply of Audiovisual Television Coverage and/or products derived from the Marketing Rights which are satisfactory to TABQ and which does not require the payment by TABQ of any greater consideration than that currently paid by TABQ in relation to the supply of Audiovisual Television Coverage and/or products derived from the Marketing Rights; and
 - (iii) the agreement between Product Co or the Queensland Racing Entity and the Approved Race Telecaster provides that in exercising its rights the Approved Race Telecaster will not enter into any licence or other agreement, whether formal or informal, and by way of agency or other use, with any person who is directly or indirectly associated or involved in wagering on Racing unless the person is authorised and regulated in Australia by a Governmental Agency of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia to conduct wagering on Racing.

9.5 Inability to Supply Australian Racing Product

- (a) If Product Co cannot procure the Australian Racing Product it is required to supply to TABQ or cannot comply with the requirements of TABQ in relation to the format in which TABQ requires Australian Racing Information pursuant to clause 9.3 then for the period TABQ reasonably believes, after consultation with Product Co, Product Co will not be able to procure Australian Racing Product, TABQ may procure the equivalent of the Australian Racing Product from any other source and incur a Third Party Charge.
- (b) The amount of any Third Party Charge must be reasonably commercial in the circumstances, having regard to the need to maintain continuity of Australian Racing Product.

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- (c) TABQ may pay any Third Party Charge incurred pursuant to clause 9.5(a) and the Product Fee, in accordance with clause 10.2(c) will correspondingly be reduced by the amount of that Third Party Charge.
- (d) TABQ will expeditiously notify Product Co of the details of any arrangements TABQ may make to procure Australian Racing Product pursuant to clause 9.5(a).
- (e) TABQ must when obtaining Australian Racing Product from any other source pursuant to clause 9.5(a) use its best endeavours to obtain Australian Racing Product on terms which allow for the supply to cease immediately should Product Co recommence supply of the relevant Australian Racing Product.

9.6 Intellectual Property Rights in the Australian Racing Product

- (a) Australian Racing Product is the Intellectual Property of Product Co

Each of the parties acknowledges that, to the extent Intellectual Property or rights of confidentiality exist in or in connection with Australian Racing Product supplied by Product Co to TABQ or that Intellectual Property and rights of confidentiality are as between the parties to this Agreement solely those of Product Co.

- (b) Protection of Intellectual Property Rights in the Australian Racing Product

- (i) Product Co must promptly take all reasonable action to protect its title to and Intellectual Property in any Australian Racing Product, to the extent that such Intellectual Property exists. Product Co must also defend challenges to the ownership or registration thereof by third persons in any country of the world. Such actions and defence will be at Product Co's own costs in all respects.
- (ii) TABQ if requested by Product Co in writing must use reasonable efforts to safeguard any Intellectual Property of Product Co in Australian Racing Product to the extent that such Intellectual Property exists and to the extent that it has standing to do so but will not be liable for any costs in this respect. TABQ does not have to use any efforts to safeguard any Intellectual Property of Product Co unless the costs associated with such efforts are met by Product Co in a manner acceptable to TABQ.

9.7 Permitted Use of the Australian Racing Product

- (a) Product Co consents to the use of the Australian Racing Product solely for the conduct of the Race Wagering Business by TABQ and for the purposes it is used by TABQ as at 26 May 1999 ("Existing Purposes") irrespective of whether the Australian Racing Product is provided by Product Co or another source as provided by clause 9.5. Such use includes the adaptation of the Australian Racing Product into any format.

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- (b) Subject to clause 9.7(c), TABQ must not, without the prior written agreement of Product Co:-
- (i) disclose the Australian Racing Product to any third party unless it is necessary for the efficient and effective conduct or promotion of the Race Wagering Business and Existing Purposes;
 - (ii) use Australian Racing Product supplied by Product Co for any purpose other than the conduct of the Race Wagering Business and Existing Purposes; or
 - (iii) publish, broadcast, sell, licence or otherwise deal with any Australian Racing Product except to the extent required for the conduct of the Race Wagering Business and Existing Purposes.
- (c) Prohibitions or restrictions on use or disclosure contained in clause 9.7(b) of any Australian Racing Product will not apply to Australian Racing Product that is not, or has ceased to be, confidential information or is in the public domain (in either case other than through a breach by TABQ of its obligations under this Agreement).
- (d) Nothing in this clause 9.7 gives TABQ an interest in Intellectual Property subsisting in connection with any Australian Racing Product greater than otherwise given by this Agreement.

10. CONSIDERATION FOR SUPPLY OF AUSTRALIAN RACING PRODUCT AND QUEENSLAND RACING PROGRAM

10.1 Consideration for Australian Racing Product and Queensland Racing Program

Subject to clause 10.2, and in consideration of Product Co and each Queensland Control Body performing their respective obligations under this Agreement, TABQ will pay a fee to Product Co, as agent for the Queensland Control Bodies and the Queensland Racing Entities, monthly in arrears within 10 Business Days of the end of the month, calculated as follows:

- (a) In the period after the Effective Date to the date that any issued shares in TABQ are held by any person other than, the State of Queensland or any person holding shares beneficially for the State of Queensland, ("the date of privatisation of the TABQ") of an amount equal to the sum of -
- (i) a fixed amount of \$2,833,333 per month (or prorated for any part of the month) for which this Agreement applies; and
 - (ii) a variable amount equal to 22% of the Gross Wagering Revenue for the month (or prorated for any part of the month) for which this Agreement applies;

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- (b) In the period from the date of the privatisation of the TABQ to the date which is the first anniversary of the date of privatisation of the TABQ an amount equal to the sum of:
- (i) a fixed amount of \$2,916,667 per month (or prorated for any part of the month) for which this Agreement applies; and
 - (ii) a variable amount equal to 25% of the Gross Wagering Revenue for the month (or prorated for any part of the month) for which this Agreement applies;
- (c) In the period from the first anniversary of the date of the privatisation of the TABQ to the fourth anniversary of the date of privatisation of the TABQ an amount equal to the sum of:
- (i) a fixed amount of \$2,916,667 per month (or prorated for any part of the month) for which this Agreement applies; and
 - (ii) a variable amount equal to 26.5% of the Gross Wagering Revenue for the month (or prorated for any part of the month) for which this Agreement applies;
- (d) In the period from the fourth anniversary of the date of privatisation of the TABQ to the expiry or termination of this Agreement a variable amount equal to 39% of the Gross Wagering Revenue for the month (or prorated for any part of the month) for which this Agreement applies.

10.2 Deductions from the Fee Payable pursuant to Clause 10.1

TABQ is irrevocably authorised to deduct and set off from the fee payable pursuant to clause 10.1:-

- (a) the amount of any liquidated debt payable by Product Co or the Queensland Control Bodies under clause 12.3 of this Agreement; and
- (b) the amount of any monetary compensation payable by Product Co or the Queensland Control Bodies under clause 12.5 of this Agreement; and
- (c) the Third Party Charge; and
- (d) the amount calculated in accordance with clause 7.5(c).

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10.3 No Obligation to Queensland Racing Entity

Payment to Product Co of the Product Fee is made in full and complete consideration for the performance by Product Co and each Queensland Control Body of its obligations under this Agreement, and no further payments are required to be made or further consideration given under this Agreement or otherwise to Product Co, the Queensland Control Bodies or any Queensland Racing Entity as consideration for the performance of obligations under this Agreement.

10.4 TABQ will provide to Product Co a copy of its audited annual financial statements as soon as practicable after the public release of such statements.

11. ON-COURSE COMMISSIONS

The TABQ agrees to enter into agency agreements with Queensland Racing Entities in relation to TABQ agencies located on the venues from which Racing Meetings are held on terms to be negotiated between TABQ and the applicable Queensland Racing Entities. The commission payable to any Queensland Racing Entity under an agency agreement will be 4.9% of the wagering turnover of the relevant agency. The Queensland Racing Entity will be responsible under the agency agreement for all the capital and operating costs associated with operating the relevant agency.

12. BREACH

12.1 Breach

A breach by a defaulting party of this Agreement does not give any rights to the non-defaulting party to terminate this Agreement except as provided by clause 14.

12.2 Remediating Breach

If any party to this Agreement commits a breach of this Agreement and the breach is capable of being remedied by the defaulting party:

- (a) the defaulting party will remedy the breach;
- (b) the non-defaulting party may within five Business Days after becoming aware of the breach, give notice to the defaulting party specifying the breach and demanding that the defaulting party promptly remedy or commence remediating the breach;
- (c) if the defaulting party does not remedy the breach or commence reasonable and diligent action towards remediating the breach within a reasonable time after receipt of a notice under 12.2(b) the non-defaulting party may, without prejudice to its other rights in that event, elect to remedy the default of the defaulting party either in whole or in part.

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12.3 Costs of Remedying Breach

The amount paid or costs and expenses incurred by a non-defaulting party in remedying the default in accordance with clause 12.2 will be a liquidated debt due and payable by the defaulting party to the non-defaulting party.

12.4 Breaches not Capable of Remedy

If a breach of this Agreement is not capable of being remedied, the defaulting party or the non-defaulting party may refer the matter to the Independent Expert under the dispute resolution mechanism in clause 13 for resolution of how the effects of the breach are to be dealt with.

12.5 Compensation for Serious Breach

If a breach of this Agreement constitutes a Serious Breach, the defaulting party will pay adequate monetary compensation to the non-defaulting party in accordance with the following provisions:

- (a) The non-defaulting party may give a notice to the defaulting party specifying the Serious Breach and the amount of monetary compensation that is required by the non-defaulting party in relation to the Serious Breach;
- (b) If the parties do not reach agreement on the monetary compensation to be paid or provided by the defaulting party within 21 days of service of the notice under clause 12.5(a) any party may refer the dispute to the Independent Expert under the dispute resolution mechanism provided for in clause 13.
- (c) The defaulting party must pay the monetary compensation agreed by the parties or determined by a Court to the non-defaulting parties within 14 days of agreement or the delivery of the determination of the Court.

13. DISPUTE RESOLUTION

13.1 Independent Expert

Disputes which may be referred to an Independent Expert in accordance with this Agreement may be submitted in writing by any party to a suitably qualified expert who has no direct or indirect personal interest in the outcome of the resolution of the dispute and who will be selected by agreement between the parties or failing agreement between them within seven days after they commence to discuss the selection of an Independent Expert, at the request of any party by:

- (a) the president or chairman of the Institute of Company Directors (Queensland Division) or if that person is an advisor or partner of an advisor to a party, the president or chairman of the Australian Merchant Bankers Association (Queensland Division); or

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- (b) the president or chairman of such other organisation or body as the parties may agree.

13.2 Written Submissions

The written submissions to the Independent Expert must state the specific matter to be resolved together with all other reasonably relevant matters (including, without limitation, any requirements under this Agreement relating to the particular matter being referred for resolution).

13.3 Method for Resolving Dispute

The Independent Expert will use his or her expertise to determine the best method for resolution of the dispute and determine a time period and processes for the parties to attempt to resolve the dispute.

13.4 Information and Assistance

The parties must supply the Independent Expert with any information, assistance and co-operation which the Independent Expert may request in connection with the resolution of the dispute.

13.5 Fees and Expenses of Independent Expert

Unless otherwise provided in this Agreement or unless the Independent Expert, in its absolute discretion, determines that the conduct of any party is such that it should bear all or a greater proportion of the fees and expenses of the Independent Expert, the fees and expenses of the Independent Expert will be borne by the parties in equal shares.

13.6 Court Proceedings

Neither party will commence or maintain any proceedings in any Court with respect to a dispute referred to the Independent Expert until the expiration of the time period determined by the Independent Expert for the parties to attempt to resolve the dispute.

14. TERMINATION

- 14.1 This Agreement may be terminated by TABQ by 30 days written notice to Product Co and the Queensland Control Bodies if:
- (a) there is an Event of Insolvency in relation to Product Co or any of the Queensland Control Bodies; or
 - (b) Product Co purports to Dispose of its interests in this Agreement without the prior written consent of TABQ; or

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- (c) if there is a change in effective control of Product Co as at the date of this Agreement without the prior written consent of TABQ, such consent is not to be unreasonably withheld where the change in effective control does not affect the ability of Product Co to perform its obligations under this Agreement; or
- (d) if any of the Queensland Control Bodies ceases to exist or ceases to have those functions and powers conferred on it as at the Effective Date which enable it to control the Racing code and/or perform all of its obligations under this Agreement except where such functions and powers and obligations of the Queensland Control Body under this Agreement are legally assumed by a successor statutory entity.

14.2 Product Co may terminate this Agreement by 30 days written notice to TABQ and the Queensland Control Bodies if:-

- (a) there is an Event of Insolvency in relation to TABQ; or
- (b) TABQ purports to Dispose of its interests in this Agreement without the prior written consent of Product Co; or
- (c) there is a change in effective control of TABQ as at the date of this Agreement without the prior written consent of Product Co, such consent is not to be unreasonably withheld where the change in effective control does not affect the ability of TABQ to perform its obligations under this Agreement.

14.3 The Queensland Control Bodies have no right to terminate this Agreement.

14.4 Notwithstanding any other provision in this Agreement, the following events will not give rise to a right to terminate or a breach of this Agreement and will not be perceived in any way or require the consent of any party:-

- (a) the corporatisation of TABQ;
- (b) the privatisation of TABQ including:-
 - (i) a change in effective control of TABQ, which results from the State relinquishing control;
 - (ii) the assignment of this Agreement by TABQ pursuant to a direction from the State.

14.5 For the purpose of this clause "effective control" means the control of the composition of the board of directors of the party, the control of more than half of the voting power of the party or the control of more than half of the issued ordinary share capital of the party.

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15. FORCE MAJEURE

15.1 No Liability During Force Majeure

A party will not be liable for any delay in or failure to observe or perform any of its duties or obligations under this Agreement (other than a delay or failure to make a payment of any amount payable under this Agreement) if:-

- (a) the delay or failure arises from a cause beyond its reasonable control including act of God, strike, lock out or other labour difficulty, act of public enemy, war, blockade, revolution, riot, insurrection, civil commotion, lightning, storm, flood, cancellation of a Race Meeting due to rain or other natural causes, fire, earthquake, explosion, or any action, inaction, demand, order, restraint, restriction, requirement, prevention, frustration or hindrance by or of any person, government or other competent authority, embargo, unavailability of essential equipment or other material, lack of transportation or any other cause whether specifically referred to above or otherwise which is beyond its reasonable control;
- (b) it has taken all proper precautions, due care and reasonable alternative measures with the object and intent of avoiding the delay or failure and of carrying out its obligations under this Agreement, provided that nothing in this clause 15.1 requires a party to settle or compromise a labour dispute if the party in its sole discretion considers that to do so will be contrary to its best interest; and
- (c) as soon as possible after the beginning of the occurrence which affects the ability of the party claiming under this clause to observe or perform any of its duties or obligations under this Agreement, the party gives notice to the other parties claiming the benefit of this clause of the specific nature of the occurrence and as far as possible estimating its duration and the probable extent to which the party will be unable to observe or perform its obligations.

15.2 Force Majeure Effects to be Overcome

The party claiming the benefits of clause 15.1 must use all reasonable endeavours promptly to overcome the adverse consequences and effects of the cause in question, subject always to the proviso in clause 15.1(b).

16. CONFIDENTIAL INFORMATION

16.1 Protected Information

Each party undertakes and agrees:-

- (a) not to use in any way any Confidential Information of another party without the prior written approval of the other party or otherwise in accordance with clause 16.2;

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- (b) not to disclose to any person or allow or assist or make it possible for any person to observe any Confidential Information of another party, without the prior written approval of the other party or otherwise in accordance with clause 16.2;
- (c) not to disclose any Confidential Information of another party to any person or allow or assist or make it possible for any person to observe any Confidential Information, without the prior written approval of the party to whom the Confidential Information relates or otherwise in accordance with the provisions of clause 16.2.

16.2 Permitted Disclosure

Nothing in clause 16.1 prohibits the disclosure of Confidential Information of another party by a party (a "Disclosing Party"):

- (a) to a Related Body Corporate of the Disclosing Party;
- (b) if and to the extent required pursuant to any necessary applicable legislation or other legal requirement or pursuant to the rules or regulations of the Australian Stock Exchange Limited or any foreign stock exchange recognised by the Australian Stock Exchange Limited which are applicable to the Disclosing Party or any Related Body Corporate of the Disclosing Party;
- (c) if and to the extent that it may be necessary or desirable to disclose information to any Governmental Agency in connection with the application for the Race Wagering Licence or compliance with obligations under the *Wagering Act 1998* or any Government Consents which are necessary for the conduct of the Race Wagering Business or otherwise in relation to this Agreement but only after the Disclosing Party has consulted with the other party;
- (d) to the Independent Expert or the professional advisors and consultants of the Disclosing Party whose duties in relation to the Disclosing Party necessarily require the disclosure;
- (e) subject to clause 16.3, to employees, officers and agents of the Disclosing Party whose duties in relation to the Disclosing Party necessarily require the disclosure;
- (f) pursuant to a binding order of any Court of competent jurisdiction or other competent authority provided that a copy of that binding order and details of the information and material to be disclosed are given to the other party by the Disclosing Party prior to that disclosure;
- (g) in any proceedings arising out of or in connection with the Race Wagering Business to the extent necessary to protect the lawful interest of the Disclosing Party provided that the Disclosing Party notifies the other party of its intention to make that disclosure and provides to it details of the material and information to be disclosed;

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- (h) if and to the extent required by a contractual obligation of the Disclosing Party existing by virtue of contractual provisions entered into by the party with third parties prior to the execution of this Agreement provided however that the Disclosing Party has notified the other party of those obligations prior to the execution of this Agreement;
- (i) to Queensland Racing Entities to the extent required to enable Product Co and the Queensland Control Bodies to fulfil their obligations under this Agreement,

provided however that any disclosure pursuant to clauses 16.2(a) and (d) (other than a disclosure in good faith to legal advisors of the Disclosing Party) will only be made subject to the person to whom disclosure is made covenanting and agreeing with the parties to maintain confidentiality.

16.3 Use of Information by Employees

- (a) Each Disclosing Party must use its best endeavours to procure that each of its employees, officers or agents to whom Confidential Information is or has been disclosed or by whom Confidential Information has been or may be observed (each of whom is in this clause 16.3 referred to as a "Disclosee") must not improperly disclose or improperly use any Confidential Information contrary to the requirements of this clause 16, either during or after the termination of the Disclosee's employment, office or agency with the Disclosing Party.
- (b) Any breach by a Disclosee of any undertaking as to non-disclosure will be deemed to be a breach of that Disclosing Party of that undertaking or obligation and in any event that Disclosing Party will use reasonable endeavours to enforce or procure the enforcement of that undertaking or obligation.
- (c) In performing any of its obligations pursuant to this clause 16.3 each Disclosing Party may reasonably determine whether litigation to procure compliance with any current or former employee, officer or agent of any Disclosing Party is warranted.
- (d) If requested in writing from time to time by a party, a Disclosing Party must provide to it a list of the names, addresses and officers of those employees, officers and agents to whom the Disclosing Party has disclosed Confidential Information, together with a description of the nature of the Confidential Information so disclosed.

16.4 Survives Termination

The provisions of this clause 16 will survive and continue to bind the parties for a period of two years following termination of this Agreement.

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16.5 Law of Confidentiality

The undertakings and agreements contained in this Agreement will be in addition to and will in no way derogate from the obligations of the parties in respect of secret and Confidential Information at law, in equity or under any statute or trade or professional custom or use.

16.6 No Assistance for Unauthorised Disclosure

Parties must not at any time make or assist any other person whatsoever to make any unauthorised disclosure or use of any Confidential Information and must take all practical steps to procure and ensure that every person who (as its employee, officer, agent or otherwise through or from it) creates, develops, acquires or becomes possessed or appraised of any Confidential Information at any time does not make (or assist any other person to make) any unauthorised disclosure or use of that Confidential Information.

17. INDEMNITY

Each party indemnifies the other against all claims, actions, damages, losses, costs, expenses and payments which the other party pays, suffers, incurs or is liable for in respect of:

- (a) a breach by the first party of any of its obligations under this Agreement; or
- (b) a breach of any law, statutory or otherwise of any unlawful act or omission on the part of the first party.

18. WARRANTIES

18.1 Representations and Warranties of Parties

Each of the parties represents and warrants to the other parties:-

- (a) it has full right, power and authority to enter into this Agreement and undertake the obligations imposed by this Agreement;
- (b) that all consents and approvals lawfully required for it to enter into this Agreement have been duly given;
- (c) that all necessary action to authorise the entering into and the performance by it of its obligations under this Agreement has been taken;
- (d) that the entering into by it of this Agreement will not contravene any law, its memorandum and articles of association, its constitution, any agreement to which it is a party or any judgement applying to it;

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- (e) that to the best of its knowledge and belief no litigation or administration action is in process or being threatened which involves that party and which could materially effect the ability of the party to perform its obligations under this Agreement;
- (f) that it is able to pay its debts as and when they fall due.

18.2 Representations and Warranties of Product Co

Product Co represents and warrants to TABQ:-

- (a) it has recourse to adequate facilities, including staff and expertise to perform its obligations under this Agreement;
- (b) it has sufficient right, title and interest in and to the Queensland Racing Calendar, the Queensland Racing Program and the Australian Racing Product: to enable it to perform its obligations under this Agreement and confer the rights on TABQ purported to be conferred on TABQ under this Agreement;
- (c) any material incorporated within the Queensland Racing Calendar, the Queensland Racing Program and the Australian Racing Product will not infringe the rights of any third party.

19. GENERAL

19.1 Notices

Any notice or other communication which must be given, served or made under or in connection with this Agreement:

- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the party giving, serving or making the notice or on its behalf by any attorney, director, secretary, other duly authorised officer or solicitor of such party;
- (c) will be deemed to have been duly served, given or made in relation to a person if it is delivered or posted by prepaid post to the address, or facsimile to the number of that person set out in this Agreement (or at such other address or number as is notified in writing by that person to the other parties from time to time); and
- (d) will be deemed to be served, given or made:
 - (i) (in the case of prepaid post) on the second Business Day after the date of posting;

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- (ii) (in the case of facsimile) on receipt of a transmission report confirming successful transmission; and
- (iii) (in the case of delivery by hand) on delivery.

19.2 Governing Law

This Agreement is governed by and is to be construed according to the laws of Queensland.

19.3 Jurisdiction

- (a) (Acceptance of jurisdiction): Each of the parties irrevocably submits to and accepts generally and unconditionally, the non-exclusive jurisdiction of the courts and appellate courts of Queensland with respect to any legal action or proceedings which may be brought at any time relating in any way to this Agreement.
- (b) (No objection to inconvenient forum): Each of the parties irrevocably waives any objection it may now or in the future have to the venue of any action or proceedings, and any claim it may now or in the future have that the action or proceeding has been brought in an inconvenient forum.

19.4 Severability

Any provision of this Agreement which is illegal, void or unenforceable is only ineffective to the extent of that illegality, voidness or unenforceability, without invalidating the remaining provisions.

19.5 Amendments

This Agreement may not be modified, amended or otherwise varied except by a document in writing signed by or on behalf of each of the parties.

19.6 Waiver

No waiver or indulgence by any party to this Agreement is binding on the parties unless it is in writing. No waiver of one breach of any term or condition of this Agreement will operate as a waiver of another breach of the same or any other term or condition of this Agreement.

19.7 Further Acts

The parties will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by any other party to carry out and effect the intent and purpose of this Agreement.

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19.8 Assignment/Encumbrance

- (a) No party can assign their rights and obligations under this Agreement without the consent of the other parties.
- (b) Subject to sub-clause (c) no party can Encumber its interests in this Agreement without the consent of the other parties.
- (c) Consent will not unreasonably be withheld in the event that Product Co wishes to Encumber its interests in this Agreement provided the Encumbrance in no way adversely affects Product Co meeting its obligations under this Agreement.

19.9 Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together constitute one and the same document.

19.10 Expenses

Each party will meet its own costs in relation to the preparation and execution of this Agreement, and any subsequent consent, agreement, approval, waiver or amendment to this Agreement.

19.11 Stamp Duties

Product Co and TABQ will share equally the expense of all stamp duty, including fines and penalties, which may be payable to or required to be paid to any appropriate authority or determined to be payable in connection with the execution, delivery or performance of this Agreement.

19.12 No Representation or Reliance

Each party acknowledges that:

- (a) they have no duty to supply to the other information in relation to or affecting the other before the date of this Agreement;
- (b) it has relied on its own inquiries as to any relationship or transaction between the parties whether or not recorded in this Agreement; and
- (c) it has not entered into this Agreement in reliance on or as a result of any representation, promise, statement, conduct or inducement to it by or on behalf of any other person otherwise than as provided in this Agreement.

19.13 Costs

Each party will be responsible for all of its own costs incurred in the performance of its obligations under this Agreement.

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19.14 Whole Agreement ...

This Agreement supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, and which will become null and void from the date this Agreement is signed.



19.15 Powers

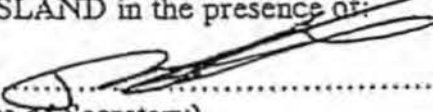
All the powers of persons under this Agreement are to be exercised for the purpose for which they are given and not any ulterior purpose. If a person uses a power for an improper purpose or the substantial purpose is improper the exercise of the power is invalid.

Product and Program Agreement

SIGNED as an agreement.



THE COMMON SEAL of TOTALISATOR)
ADMINISTRATION BOARD OF)
QUEENSLAND was affixed in accordance with a)
resolution of TOTALISATOR)
ADMINISTRATION BOARD OF)
QUEENSLAND in the presence of:

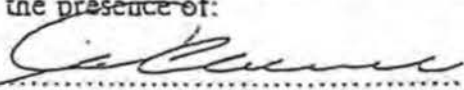

.....
(Signature of Chairperson)

ROBERT RAMSEY
(Name of Chairperson in Full)


.....
(Signature of Secretary)

.....
BARRIE JAMES FLETTON
(Name of Secretary in Full)

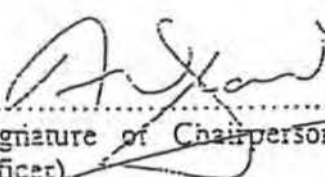

THE COMMON SEAL of QUEENSLAND)
RACE PRODUCT CO LTD ACN 081 743 722)
was affixed in accordance with its Constitution in)
the presence of:


.....
(Signature of Director)

KEVIN JAMES HINES
(Name of Director in Full)


.....
(Signature of Secretary/Director)

.....
PETER WILLIAM CROWELL
(Name of Secretary/Director in Full)


THE SEAL of QUEENSLAND PRINCIPAL)
CLUB affixed pursuant to a resolution of the)
QUEENSLAND PRINCIPAL CLUB by)
ANDREW CRAIG BURKE)
(Chairperson/Authorised Officer)


.....
(Signature of Chairperson/Authorised Officer)


THE SEAL of QUEENSLAND HARNES)
RACING BOARD affixed pursuant to a resolution)
of the QUEENSLAND HARNES RACING)
BOARD by JOHN BERHARD CROWLEY)
(Secretary/Chairperson)


.....
(Signature of Secretary/Chairperson)


THE SEAL of GREYHOUND RACING)
AUTHORITY affixed pursuant to a resolution of)
the GREYHOUND RACING AUTHORITY by)
ROSS GIBSON DEAN)
(Secretary/Chairperson):


.....
(Signature of Secretary/Chairperson)

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SCHEDULE 1

Australian Racing Information

1. Interstate Racing Calendar and Racing Program

Racing calendar and Racing programs for each of the Australian States and Territories (other than Queensland).

2. Racecourse Details

Name of racecourse
Track conditions
Weather
Rail position
Length of straight
Track circumference
Penetrometer reading

3. Race Details

Name of race
Number of race
Start time
Category of class of race
Standing/mobile start for harness racing
Distance
Number of runners
Number of emergencies and reserves
Prize money
Name of sponsors
Application of any racing incentive scheme (eg. QRIS, VOBIS)

4. Thoroughbred/Horse/Dog Details

Name
Number
Weight to carry (including any allowance for apprentice jockey, if applicable)
Barrier numbers and barrier details and box numbers
Racing colours for greyhounds
Age
Sex (If male, whether entire or gelded)
Gear and Gear Changes (eg. blinkers, pacifiers, nose roll, tongue tie)
Colour
Pedigree - Sire and Dam
Name of jockey/driver (where applicable)
Name of owner(s)

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Name of trainer(s)

Racing history eg. starts, wins, placings and prize money

Results of last 5 races (where applicable) including race name, distance, class, weight carried, barrier number, position in field, winner of race, winning time, winning margins and final odds.

5. Jockey/Driver Details

Name

Sex

Colour of Silks

Apprentice Details

Rider and driver changes

6. Race Events

Running of the race

Commentary by race caller

Scratchings, late scratchings, selections and tips

7. Race Results

Placings

Times of place getters

Winning margins

Protest details and results (where applicable)

Correct weight

8. General Racing Industry Information

Trends and developments relating to racing, breeding, training and riding/driving

Queensland Racing Entities

Racing statistics

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SCHEDULE 2

MINIMUM COMPONENT

	Race Meetings	Day	Race Meetings	Twilight	Race Meetings	Evening
Monday	52	Gallops	-	-	52	Greyhound
Tuesday	52	Gallops	52	Harness Greyhound	or 52	Greyhound
Wednesday	52	Gallops	52	Greyhound	52	Greyhound
Thursday	52	Gallops	52	Harness	52	Greyhound
Friday	51	Gallops	52	Greyhound	52	Harness
Saturday	51	Eagle Farm	or 52	Gallops	52	Harness
	52	Doomben				
	1	Gold Coast				
		Ipswich Cup				
Sunday	35	Gallops	-	-	-	-

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SCHEDULE 3

QUEENSLAND RACING CALENDAR FOR FINANCIAL YEAR ENDING 30 JUNE 2000

JULY 1999	SEQA	DOWI	SY	C.R.A.	R.A.	N.Q.R.A.
THURSDAY 1	HEALTHESBRY HUBBURNIAN					
FRIDAY 2	KILCROY					Oak Park Amateur
SATURDAY 3	ITC, GCTC, SCTC(B), Hunsberg, Gympie (B)	TTC, Coonambulla (Mallee)		Rockhampton, Emerald, Thangool	Mtzeonba	Coloni, Mackay, Mount Isa, Oak Park Amateur, Townsville
SUNDAY 4	SCTC					
MONDAY 5						
TUESDAY 6						
WEDNESDAY 7	HTC					
THURSDAY 8	LOCKYER					
FRIDAY 9						MYC, Coen Amateur
SATURDAY 10	QTC, GCTC, SCTC(B), Gympie, Nanango	TTC, Warwick, Roma		Gladstone (Newmarket), Bidgestall	Lungreah Amateur, Capella	Coen Amateur, Goudswale, Hughenden, Mackay, Mount Isa(B), Normanton, Townsville
SUNDAY 11	SCTC					
MONDAY 12						
TUESDAY 13						
WEDNESDAY 14	SCTC					
THURSDAY 15	SCTC					
FRIDAY 16						
SATURDAY 17	HTC, GCTC, ISK(*), SCTC (B), Hunsberg, Gympie (B)	TTC, C/Warriga, Coonambulla		Dinga (Trap)	Muttaburra	Coloni(B), Collinsville, Julia Creek, Mount Isa(B), Townsville
SUNDAY 18	SCTC					
MONDAY 19						
TUESDAY 20						CIC
WEDNESDAY 21	QTC					
THURSDAY 22	ITC					
FRIDAY 23						
SATURDAY 24	TATT'S, GCTC, SCTC (B), Gympie	TTC, Dalby, Dawson		Gladstone (Cup)	Tambo, Clermont	Coloni(B), Cooktown Amateur, Ingham, Mackay, Mount Isa, Stamford, Townsville
SUNDAY 25	SCTC					Bowen
MONDAY 26						
TUESDAY 27						
WEDNESDAY 28	QTC					
THURSDAY 29	ITC					
FRIDAY 30						TTC
AT	TTC, GCTC, SCTC (B), Hunsberg, Gympie (B)	TTC, Alton, ST, George		Bertold, Yeggsen	Burcollow	Arboret, Coloni(B), Clousary, Mackay, Mount Isa(B), Townsville

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AUGUST 1999	SEQHA	DOWNS ... S	C.I.A.	L.A.	N.Q.I.A.
SUNDAY 1	SCTC				
MONDAY 2					
TUESDAY 3			RIC		
WEDNESDAY 4	ITC				
THURSDAY 5	ITC				
FRIDAY 6	KILCOY				Mount Isa
SATURDAY 7	QTC, GCTC, SCTC (B), Gympie	TTC, Warwick, C/Watrego	Thangool (Cup)	Yacka, Morambah	Cairns, Curfield Amateur, Herbert River, Mount Isa(B), Townsville(B)
SUNDAY 8					
MONDAY 9	LOCKYER				
TUESDAY 10			RIC		
WEDNESDAY 11	QTC				
THURSDAY 12	ITC				
FRIDAY 13					TTC
SATURDAY 14	QTC, GCTC, SCTC (B), Bundaberg, Nanango, Gympie (B)	TTC, Goondiwindi (Cup)	Rockhampton, Gladstone	Birkhill	Cairns, Mackay, Mount Isa, North Gregory, Towers, Townsville(B)
SUNDAY 15	SCTC		Bucrald		
MONDAY 16					
TUESDAY 17					MTC
WEDNESDAY 18	GCTC				
THURSDAY 19		DALBY			
FRIDAY 20	IBAUDISERT				
SATURDAY 21	ITC, GCTC, SCTC (B), Gympie (B)	TTC, Cunnamulla, Roma	Rockhampton, Bihlencourt	Longreach Diggers	Atherton, Bowen, Cairns(B), Mackay(B), Mount Isa(B), Pralle, Sedan Dip, Townsville
SUNDAY 22	SCTC				
MONDAY 23					
TUESDAY 24	ISK				
WEDNESDAY 25	QTC				
THURSDAY 26	GYMPIE				
FRIDAY 27					NQ AMATEURS
SATURDAY 28	QTC, GCTC, SCTC (B), Gympie (B)	TTC, Outhple, Warr	Gladstone, Yerron (Newmarket)	Bareahine	North Qld Amateurs, Burketown, Cairns, Mackay, Mount Isa(B)
	SCTC				
			RIC		



SEPTEMBER	SEORA	DOWN...	C.H.A.	L.W.A.	R.G.H.A.
WEDNESDAY 1	ITC				
THURSDAY 2	ITC				
FRIDAY 3	KILCOY				
SATURDAY 4	ITC, GCTC, SCTC (H), Roundberg, Gympie (H)	YTC, Chinchilla	Rockhampton, Ingham, Thargali	Widfield	Roundberg, Mackay, Mount Isa, Townsville
SUNDAY 5	SCTC				
MONDAY 6					
TUESDAY 7	QTC				
WEDNESDAY 8	ITC				
THURSDAY 9	LOCKYER				
FRIDAY 10					
SATURDAY 11	QTC, GCTC, SCTC (H), Gympie, Gympie (H)	YTC, Warwick, Warwick, Swan (Cw)	Alexandria River ABC, Yppoon	Longreach, Recheule	FOR NORTH QUA AMATEURS, Ingham, Confield, Mackay, Mount Isa, Townsville (H)
SUNDAY 12					
MONDAY 13					
TUESDAY 14	ITC				
WEDNESDAY 15					
THURSDAY 16					
FRIDAY 17	ROUNDBERT				
SATURDAY 18	QTC, GCTC, SCTC (H), Roundberg, Wondal, Gympie (H)	BALBY	Rockhampton, Gladstone	Twin Hills	Alexandria, Calma, Herbert River, Mackay (H), Mount Isa, North Gregory, Townsville (H)
SUNDAY 19	SCTC				
MONDAY 20					
TUESDAY 21					
WEDNESDAY 22	ITC				
THURSDAY 23					
FRIDAY 24	NSK				
SATURDAY 25	ITC, GCTC, SCTC (H), Gympie	YTC, Roma	Ingham, Duraling, Gladstone (H)	Whitsund	Roundberg, Mackay, Mount Isa (H), Rockhampton, Townsville
SUNDAY 26	SCTC				
MONDAY 27					
TUESDAY 28	QTC				
WEDNESDAY 29	ITC				
THURSDAY 30	ITC				

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OCTOBER	SEJRA	HOWNS & SWs	G.B.A.	A.	H.Q.B.A.
FRIDAY 1			RJC		
SATURDAY 2	BTC, GCFC, SCTC, Bundaberg, Gympie (B)	TTC, Cumnilla, Tara	Thongool, Rockhampton(B)	Bloakoff, Maraboh	Bowen, Glendoreale, Hughenden, Mount Isa(B), Townsville
SUNDAY 3					
MONDAY 4	QTC				
TUESDAY 5					TTC
WEDNESDAY 6	BTC				
THURSDAY 7	ITC				
FRIDAY 8		DAILY			
SATURDAY 9	QTC, GCFC, SCTC (B), Gympie, Nanango	TTC, Warwick (Cup), Augustella	Geralda (100), Theobald, Yeggon, Gladstone(B)	Aruna	Burdekin, Cairns, Cloncurry, Georgetown, Mackay, Mount Isa(B), Prosser, Townsville(B)
SUNDAY 10	SCTC		Rockhampton 1YO Trial(B)		
MONDAY 11					
TUESDAY 12			RJC		
WEDNESDAY 13	BTC				Isford
THURSDAY 14	LOCKYER				
FRIDAY 15	KILCOY			Isford	
SATURDAY 16	QTC, GCFC, SCTC, Bundaberg, Woolah, Gympie (B)	TTC, Marsden, Stanhope	Rockhampton, Springrose, Thongool	Isford	Cairns(B), Charters Towers Amateurs, Isford, Mackay, Mount Isa, Richmond, Townsville
SUNDAY 17					
MONDAY 18					
TUESDAY 19					
WEDNESDAY 20	ITC				
THURSDAY 21		TTC (N)			TTC
FRIDAY 22	ISK				
SATURDAY 23	BTC, GCFC, SCTC (B), Gympie, Mt. Perry	TTC, Dawson, C/Warrego, Clifton	Rockhampton (Carlton Plate), Gladstone	Isford, Clermont	Cairns, Julia Creek, Mackay, Mareeba, Mount Isa(B), Townsville
SUNDAY 24	SCTC				
MONDAY 25					
TUESDAY 26					
WEDNESDAY 27	ITC				
THURSDAY 28					
FRIDAY 29					ATC
SATURDAY 30	BTC, GCFC, SCTC, Gympie (B)	TTC, Ingham	Rockhampton, Gladstone(B)	Fougerach, Maraboh	Alicton, Cairns, Mount Isa(B), Quandy, Townsville

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NOVEMBER	SEQHA	DOWNS & ...	G.B.A.	G. I.A.	N.Q.B.A.
MONDAY 1					
TUESDAY 2	QTC, Gold Coast, Sunshine Coast, Heracles, Hunsberg, Gympie, Gayndah, Kumba	Townsville, C/Waterpa	Rochampton, Ipswich, Gladstone, Thangool, Yeppoon	Burcklow, Marndah (H)	Burdick, Caloni, Ingham(H), Mackay, Marcella, Mount Isa, Richmond, Townsville
WEDNESDAY 3	ITC				
THURSDAY 4	ITC				
FRIDAY 5					
SATURDAY 6	ITC, GCTC, SCTC (H), Gympie (H)	YTC, Dalby	Rochampton	Smockberg	Caloni, Mount Isa(H), Towert, Townsville(H)
SUNDAY 7	SCTC				
MONDAY 8					
TUESDAY 9					TTC
WEDNESDAY 10	ITC				
THURSDAY 11			RJC		
FRIDAY 12	KILCOY				
SATURDAY 13	QTC, GCTC, SCTC (H), Gympie (H)	YTC, Roma	Bluff/Hackwater, Mount, Rochampton(H)	Isicla	Caloni, Mackay, Mount Isa, Townsville
SUNDAY 14	SCTC				
MONDAY 15					
TUESDAY 16	ITC				
WEDNESDAY 17	ITC				
THURSDAY 18					TTC
FRIDAY 19	ISK				
SATURDAY 20	QTC, GCTC, SCTC (H), Hunsberg, Gympie (H)	TTC, Bell, Goodwin	Gladstone	Tambo, Clemont	Bowen, Caloni, Mackay, Mount Isa(H), Townsville(H)
SUNDAY 21	SCTC				
MONDAY 22					
TUESDAY 23			RJC		
WEDNESDAY 24	QTC				
THURSDAY 25	LAKYVIR				
FRIDAY 26					TTC
SATURDAY 27	ITC, GCTC, SCTC (H), Gympie, Balmoral	TTC, Warwick	Rochampton, Bocaral	Lamprecht	Caloni, Mackay, Mount Isa, Townsville(H)
SUNDAY 28	SCTC				Atherton, Burdick
MONDAY 29					

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DECEMBER	SEQUA	DOWNS	C.H.A.	C.A.	H.Q.H.A.
WEDNESDAY 1	ITC				
THURSDAY 2	SCTC				
FRIDAY 3			R/C		
SATURDAY 4	TATTS, GCTC, SCTC (H), Humblec, Mousop, Gympie (H)	YTC, Wota	Thongol	Havershill, Klorobah	Calms, Mackay, Mount Isd(H), Townsville(H)
SUNDAY 5	SCTC				
MONDAY 6					
TUESDAY 7	QTC				
WEDNESDAY 8	ITC				
THURSDAY 9	LOCKYER				YTC
FRIDAY 10					
SATURDAY 11	HTC, GCTC, SCTC (H), Wondal, Gympie (H)	YTC, Hunt, Texas	Rockhampton		Calms, Herbert River, Mackay, Mount Isd, Townsville(H)
SUNDAY 12	SCTC				
MONDAY 13					
TUESDAY 14					
WEDNESDAY 15	HTC				
THURSDAY 16		YTC (H)			YTC
FRIDAY 17			R/C		
SATURDAY 18	QTC, GCTC, SCTC, Gympie	YTC, Chinchilla	Gilstone		Calms, Mount Isd, Townsville(H)
SUNDAY 19					
MONDAY 20					
TUESDAY 21					
WEDNESDAY 22	ITC				
THURSDAY 23		DALBY			MTC
FRIDAY 24					
SATURDAY 25	CHRISTMAS DAY				
SUNDAY 26	SCTC	YTC	Calliope		Mackay, Lawes
MONDAY 27	QTC, GCTC, Humblec	Wareek	Yppoon		Marcho, Townsville
TUESDAY 28	HTC				
WEDNESDAY 29	ITC				
THURSDAY 30	ITC				

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1000 - JANUARY	SEJHA	DOWNS A (1)	C.R.A.	C.W. A.	N.Q.H.A.
SATURDAY 1	BTC, GCTC, SCTC (H), Kumbala, Gympie (H)	TTC, Dawson			Calross(H), Georgetown, Innisfail, Mackay, Mount Isa(H), Townsville(H)
SUNDAY 2	SCTC				
MONDAY 3	QTC				Georgetown
TUESDAY 4					TTC
WEDNESDAY 5	GCTC				
THURSDAY 6		DALBY			
FRIDAY 7			RIC		
SATURDAY 8	GCTC, TTC, SCTC (H), Bundaberg, Namagan, Gympie (H)	TTC, Roma			Calross(H), Mackay(H), Muscoba, Mount Isa(H), Townsville(H)
SUNDAY 9	SCTC				
MONDAY 10					
TUESDAY 11					TTC
WEDNESDAY 12	ITC				
THURSDAY 13	QTC				
FRIDAY 14	BEAUCHEBERT				
SATURDAY 15	BTC, GCTC, SCTC (H), Gympie	TTC, Bell	Rockhampton		Calross, Mount Isa(H), Townsville
SUNDAY 16	SCTC				
MONDAY 17					
TUESDAY 18					
WEDNESDAY 19	ITC				
THURSDAY 20			RIC		
FRIDAY 21	KILCOY				
SATURDAY 22	QTC, GCTC, SCTC (H), Gympie (H)	TTC	Gladstone		Calross, Mount Isa(H), Townsville
SUNDAY 23	SCTC				
MONDAY 24					
TUESDAY 25		TTC (H)			
WEDNESDAY 26	BTC, Gympie	Warwick, Wandoan			Atherton, Burckle, Mount Isa(H)
THURSDAY 27			RIC		
FRIDAY 28	LOCKYER				
SATURDAY 29	QTC, GCTC, SCTC (H), Gympie (H)	TTC	Yepoon		Calross, Mackay, Mount Isa(H), Townsville(H)
SUNDAY 30	SCTC				

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FEBRUARY	SEQRA	DOWNS & SWI...	C.R.A.	L.W.Q...	N.Q.B.A.
TUESDAY 1					TTC
WEDNESDAY 2	ITC				
THURSDAY 3	QTC				
FRIDAY 4	RIKAIHISIBIT				
SATURDAY 5	BTC, GCTC, SCTC (B), Bundaberg, Gympie (B)	TTC, Dawson	Rockhampton		Cairns(B), Ingham, Mackay, Mount Isa(B), Townsville(B)
SUNDAY 6	SCTC		Gladstone		
MONDAY 7					
TUESDAY 8					CJC
WEDNESDAY 9	ITC				
THURSDAY 10		TTC (N)	RJC		
FRIDAY 11	KH,COY				
SATURDAY 12	QTC, GCTC, SCTC (B), Gympie	TTC, Warwick	Ingham, Thangool		Cairns, Mackay, Mount Isa, Townsville
SUNDAY 13	SCTC				
MONDAY 14					
TUESDAY 15	BTC				
WEDNESDAY 16	QTC				
THURSDAY 17	ITC				
FRIDAY 18	RSK				
SATURDAY 19	TAYT'S, GCTC, SCTC (B), Bundaberg, Gympie (B)	TTC, Jandowae	Rockhampton		Atherton, Bundaberg, Cairns, Mackay, Mount Isa(B), Townsville(B)
SUNDAY 20	SCTC				
MONDAY 21					
TUESDAY 22					TTC
WEDNESDAY 23	BTC				
THURSDAY 24	LOCKYER				
FRIDAY 25			RJC		
SATURDAY 26	QTC, GCTC, SCTC(B), Gympie, Eldersville	TTC, Stanhope	Gladstone, Yeppoon	Morabak	Cairns, Mount Isa, Townsville(B)
SUNDAY 27	SCTC				
MONDAY 28					
TUESDAY 29					TTC

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DATE	SEVEN	DOWN & SWO...	C.B.A.	C.W.O.A.	N.O.B.A.
WEDNESDAY 1	QTC				
THURSDAY 2		DAILY (Newmarket)			
FRIDAY 3	KILCUBBY				
SATURDAY 4	HTC, GCYC, SCTC (H), Wondal, Gympie (H)	TTC, Warwick	Rockhampton, Howald	Langford	Bundickin, Caloni, Mackay, Mount Isa, Townsville (H)
SUNDAY 5	SCTC				
MONDAY 6					
TUESDAY 7					
WEDNESDAY 8	ITC				
THURSDAY 9	LOCKYER				
FRIDAY 10					TTC
SATURDAY 11	HTC, GCYC, SCTC (H), Gympie, Mananga	TTC, Chinchilla, St. George	Gilstone, Yeppoon (Silver Booter)	Blackall, Clermont	Atherton, Caloni, Mackay, Mount Isa, Townsville
SUNDAY 12	SCTC				
MONDAY 13	QTC				
TUESDAY 14			RJC		
WEDNESDAY 15	HTC				
THURSDAY 16	ITC				
FRIDAY 17	ISK				
SATURDAY 18	QTC, GCYC, SCTC (H), Bundaberg, Gympie (H)	TTC, C/Warrego	Springvale St. Pat's, Thangool	Isilford	Bundickin, Caloni, Mackay, Mount Isa, Townsville (H)
SUNDAY 19	SCTC	Goodwillhall (Small in Good)	RJC (St Pat's)		
MONDAY 20					
TUESDAY 21					
WEDNESDAY 22	QTC				
THURSDAY 23		TTC (N)			TTC
FRIDAY 24	REARDESBURY				
SATURDAY 25	HTC, GCYC, SCTC (H), Gympie, Gympie (H)	TTC, Bell	Rockhampton (Sales Classic), Howald	Araucaria	Caloni, Goodwillhall, Mackay, Mount Isa, Townsville
SUNDAY 26	SCTC		Calliope		
MONDAY 27					
TUESDAY 28	GYMPY				
WEDNESDAY 29	ITC				
THURSDAY 30		TTC (WHITWOOD)			
FRIDAY 1			RJC		

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AMBL.	SKJRA	DOWNNS & SWQRA	C.R.A.	C.W.Q.R.A.	N.Q.H.A.
SATURDAY 1	QTC, GCTC, SCTC (H), Bundaberg, Gympie (H)	TTC, Wyandra	Lions Club Blackwater	Langresch	Calms, Chancery, Herbert River, Mackay, Mount Isa(H), Townsville(H)
SUNDAY 2	SCTC				
MONDAY 3					
TUESDAY 4					TTC
WEDNESDAY 5	ITC				
THURSDAY 6		DALBY (Cup)			
FRIDAY 7	KILCOY	Roma PRC			
SATURDAY 8	BTC, GCTC, SCTC (H), Gympie	TTC, Nourma, Roma PRC	Emerald, Thangool	Blackall	Calms, Mackay(H), Mount Isa, North Gregory, Towers, Townsville(H)
SUNDAY 9	SCTC		RJC (Misson 2Y0)		
MONDAY 10					
TUESDAY 11					
WEDNESDAY 12	QTC				
THURSDAY 13	LOCKYER				
FRIDAY 14	ISSK				Western Pleide
SATURDAY 15	BTC, GCTC, SCTC (H), Bundaberg, Wondal, Gympie (H)	TTC, C/Warrego, Goodwindi PRC	Rockhampton, Bluff/Blackwater, Monts, Gladstone(H)	Alpha	Calms(H), Innisfail, Mackay, Mount Isa, Townsville, Western Pleide
SUNDAY 16	SCTC				
MONDAY 17					
TUESDAY 18					CIC
WEDNESDAY 19	ITC				
THURSDAY 20			RJC		
FRIDAY 21	GOOD FRIDAY				
SATURDAY 22	QTC, GCTC, SCTC, Gympie, Nourma	TTC, Warwick, Roma, Milton	Emerald, Helmsdale	Barrabrie	Bonita, Bowen, Calms, Elnastleigh, Mount Isa(H), Townsville
SUNDAY 23					
MONDAY 24	QTC	Argathella	Yerppoon		Carnowool, Elnastleigh, Mareeba, Mount Isa(H), Mackay
TUESDAY 25	BTC, MGAUDESERT (*)	Commanulla, Miles			Carnowool, Mount Isa(H)
WEDNESDAY 26	ITC				
THURSDAY 27			RJC		
FRIDAY 28					TTC
SATURDAY 29	QTC, GCTC, SCTC (H), Bundaberg, Gympie (H)	TTC, Warwick PRC	Duallinga (Trial), Rockhampton(H), Gladstone(H)	Barrabrie	Burdell, Calms, Gregory Downs, Mackay, Mount Garret Amateur, Mount Isa(H), Townsville(H)
SUNDAY 30		Dally Amateurs			

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MAY	REGHA	MIWHE & A	E.H.A.	E.V. & A.	N.O.H.A.
MONDAY 1	ITC		Baldwins (Cup)		Mogels Amateur, Mount Street, Mount Isa(B)
TUESDAY 2					
WEDNESDAY 3	ITC				
THURSDAY 4					ITC
FRIDAY 5	KILCOY				
SATURDAY 6	QTC, GCTC, SCTC (B), Mt. Perry, Gynple (B)	TTC, Clifton, Inulwae	Theodore (Cup), Yerrona (Cup)	Langensch, Murudsh	Calms, Mount Isa, Richmond Amateur, Towers, Townsville(B)
SUNDAY 7	SCTC				
MONDAY 8					
TUESDAY 9			ITC		
WEDNESDAY 10	QTC				
THURSDAY 11					ITC
FRIDAY 12	ITC (SHOW DAY)				Oakley Amateur Picnic
SATURDAY 13	ITC, GCTC, SCTC (B), Burandowan	TTC, C/Warrago, Goodwill	Rockhampton, Eversald, Gladstone	Aranee	Oakley Amateur Picnic, Cairns, Chillagoe, Cloncuty, Mackay, Mount Isa(B), Townsville
SUNDAY 14	SCTC				
MONDAY 15	ITC				
TUESDAY 16					
WEDNESDAY 17	GCTC				
THURSDAY 18	LOCKYER				
FRIDAY 19					MACKAY AMATEURS, Tower Hill Picnic Amateur
SATURDAY 20	QTC, GCTC, ISK(+), SCTC (B), Koolba	TTC, Warwick, Ruus, Humunga	Rockhampton, Thangool	Tambo, Clewson	Mackay Amateurs, Tower Hill Picnic Amateur, Cairns(B), Inulwae, Mount Isa, Townsville
SUNDAY 21	SCTC				
MONDAY 22					
TUESDAY 23					CIC
WEDNESDAY 24	ITC				
THURSDAY 25	HUNDABERG				
FRIDAY 26	HIAHHERBT				
SATURDAY 27	ITC, GCTC, SCTC (B), Gynple, Gynple (B)	TTC, Qulple, Chiochila	Rockhampton Tattersalls, Eversald (Cup), Gladstone	Hracombe	Almaden, Burdick, Cairns, Mount Isa, Richmond, Townsville(B)
SUNDAY 28	SCTC				
	ITC				ITC

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JUNE	SEZIA	DOWNS & SW	C.H.A.	C.W.P.B.A.	R.Q.B.A.
THURSDAY 1		DAILY			
FRIDAY 1	KILCUIV				
SATURDAY 3	QTC, GCFC, SCTC (B), Gypic, Naunge	YTC, Washman, Necronids	Rockhampton (Lighting)	Langrath, Peck Dawn	Boren, Calm (B), Hugheson, Mount Isa, Townsville
SUNDAY 4	SCTC				CVC
MONDAY 5					
TUESDAY 6					
WEDNESDAY 7	ITC				
THURSDAY 8	LACKYER				
FRIDAY 9					
SATURDAY 10	QTC, GCFC, SCTC (B), Boudaberg, Gypic (B)	YTC, Jamboree, Tolson	Rockhampton (Holog Star), Mount Spangore	Blackall, Kinabook	Boren Biers, Calm (B), Blacky, Marcella, Klawehon, Mount Isa, Townsville
SUNDAY 11	SCTC				
MONDAY 12	QTC		CJ Amateur, Gallop		Marcella, Town
TUESDAY 13					
WEDNESDAY 14	ITC				
THURSDAY 15			R/C (Hewshel)		
FRIDAY 16	BEAUBIERT				
SATURDAY 17	ITC, GCFC, SCTC (B), Gypic, Blavald	YTC, Bell, Rem	Rockhampton (Cap), Emerald	Langrath	Calm, Mount Isa (B), Richmond, Townsville
SUNDAY 18	SCTC				
MONDAY 19					
TUESDAY 20					
WEDNESDAY 21	QTC				
THURSDAY 22					YTC
FRIDAY 23	ISK				Conkwin Amateur
SATURDAY 24	TATT'S, GCFC, SCTC (B), Boudaberg, Woodal, Gypic (B)	YTC, C/Wairers, Warrick	Flays (Cap), Gladstone, Rockhampton (B)	Barcaline	Cookwin Amateur, Boudelin, Calm (B), Inoffail, Blacky, McKinley, Mount Isa (B), Townsville (B)
SUNDAY 25	SCTC				
MONDAY 26					
TUESDAY 27			R/C		
WEDNESDAY 28	ITC				
THURSDAY 29		DAILY			YTC, Lamb Anokier

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GREYHOUND RACING AUTHORITY
RACE DATES 1090/2000

JULY	SE QUEENSLAND	NTH QUEENSLAND
THURSDAY 1	Brisbane (N)	Calms (N), Rockhampton (N), Mackay (N)
FRIDAY 2	Ipswich (T)	
SATURDAY 3	Capalaba (D)	Lower Burdekin (D)
SUNDAY 4		Dundaberg (D)
MONDAY 5	Brisbane (N)	
TUESDAY 6	Beechleigh (T), Ipswich (N)	
WEDNESDAY 7	Gold Coast (T), Toowoomba (N)	
THURSDAY 8	Brisbane (N)	Calms (N), Mount Isa (N), Rockhampton (N), Mackay (N)
FRIDAY 9	Ipswich (T)	
SATURDAY 10	Capalaba (D)	Dundaberg (D), Lower Burdekin (D)
SUNDAY 11		
MONDAY 12	Brisbane (N)	
TUESDAY 13	Beechleigh (T), Ipswich (N)	
WEDNESDAY 14	Gold Coast (T), Toowoomba (N)	
THURSDAY 15	Brisbane (N)	Calms (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 16	Ipswich (T)	
SATURDAY 17	Capalaba (D)	
SUNDAY 18		Dundaberg (D)
MONDAY 19	Brisbane (N)	
TUESDAY 20	Beechleigh (T), Ipswich (N)	
WEDNESDAY 21	Gold Coast (T), Toowoomba (N)	
THURSDAY 22	Brisbane (N)	Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 23	Ipswich (T)	
SATURDAY 24	Capalaba (D)	Dundaberg (D)
SUNDAY 25		
MONDAY 26	Brisbane (N)	
TUESDAY 27	Beechleigh (T), Ipswich (N)	
WEDNESDAY 28	Gold Coast (T), Toowoomba (N)	
THURSDAY 29	Brisbane (N)	Calms (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 30	Ipswich (T)	
SATURDAY 31	Capalaba (D)	Lower Burdekin (D)

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GREYHOUND RACING AUTHORITY
RACE DATES 1000/2000

AUGUST	SE QUEENSLAND	NTH QUEENSLAND
SUNDAY 1		Dundaberg (D)
MONDAY 2	Brisbane (N)	
TUESDAY 3	Deonleigh (T), Ipswich (N)	
WEDNESDAY 4	Gold Coast (T), Toowoomba (N)	
THURSDAY 5	Brisbane (N)	Calms (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 6	Ipswich (T)	
SATURDAY 7	Capalaba (D)	Dundaberg (D)
SUNDAY 8		
MONDAY 9	Brisbane (N)	
TUESDAY 10	Deonleigh (T), Ipswich (N)	
WEDNESDAY 11	Gold Coast (T), Toowoomba (N)	
THURSDAY 12	Brisbane (N)	Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 13	Ipswich (T)	
SATURDAY 14	Capalaba (D)	Dundaberg (D), Lower Burdekin (D)
SUNDAY 15		Mount Isa (D)
MONDAY 16	Brisbane (N)	
TUESDAY 17	Deonleigh (T), Ipswich (N)	
WEDNESDAY 18	Toowoomba (N)	
THURSDAY 19	Brisbane (N)	Calms (N), Townsville (N), Rockhampton (N)
FRIDAY 20	Ipswich (T)	
SATURDAY 21	Capalaba (D)	
SUNDAY 22		Dundaberg (D), Mount Isa (D)
MONDAY 23	Brisbane (N)	
TUESDAY 24	Deonleigh (T), Ipswich (N)	
WEDNESDAY 25	Gold Coast (T), Toowoomba (N)	
THURSDAY 26	Brisbane (N)	Calms (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 27	Ipswich (T)	
SATURDAY 28	Capalaba (D)	Dundaberg (D), Lower Burdekin (D)
SUNDAY 29		Mount Isa (D)
MONDAY 30	Brisbane (N)	
TUESDAY 31	Deonleigh (T), Ipswich (N)	

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GREYHOUND RACING AUTHORITY
RACE DATES 1000/2000

SEPTEMBER	SE QUEENSLAND	NTH QUEENSLAND
WEDNESDAY 1	Gold Coast (T)	
THURSDAY 2	Brisbane (N)	Calms (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 3	Ipswich (T)	
SATURDAY 4	Capalaba (D)	
SUNDAY 5		Bundaberg (D), Mount Isa (D)
MONDAY 6	Brisbane (N)	
TUESDAY 7	Beenleigh (T), Ipswich (N)	
WEDNESDAY 8	Gold Coast (T), Toowoomba (N)	
THURSDAY 9	Brisbane (N)	Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 10	Ipswich (T)	
SATURDAY 11	Capalaba (D)	Bundaberg (D), Lower Burdekin (D)
SUNDAY 12		
MONDAY 13	Brisbane (N)	
TUESDAY 14	Beenleigh (T), Ipswich (N)	
WEDNESDAY 15	Gold Coast (T), Toowoomba (N)	
THURSDAY 16	Brisbane (N)	Calms (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 17	Ipswich (T)	
SATURDAY 18	Capalaba (D)	
SUNDAY 19		Bundaberg (D), Mount Isa (D)
MONDAY 20	Brisbane (N)	
TUESDAY 21	Beenleigh (T), Ipswich (N)	
WEDNESDAY 22	Gold Coast (T), Toowoomba (N)	
THURSDAY 23	Brisbane (N)	Calms (N), Rockhampton (N), Mackay (N)
FRIDAY 24	Ipswich (T)	
SATURDAY 25	Capalaba (D)	Bundaberg (D), Lower Burdekin (D)
SUNDAY 26		Mount Isa (D)
MONDAY 27	Brisbane (N)	
TUESDAY 28	Beenleigh (T), Ipswich (N)	
WEDNESDAY 29	Gold Coast (T), Toowoomba (N)	
THURSDAY 30	Brisbane (N)	Bundaberg (N), Townsville (N), Rockhampton (N), Mackay (N)

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GREYHOUND RACING AUTHORITY.
RACE DATES 1999/2000

OCTOBER	SE QUEENSLAND	NTH QUEENSLAND
FRIDAY 1	Ipswich (T)	
SATURDAY 2	Capalaba (D)	Lower Burdekin (D)
SUNDAY 3		
MONDAY 4	Brisbane (N)	
TUESDAY 5	Bonnievale (T), Ipswich (N)	
WEDNESDAY 6	Gold Coast (T), Toowoomba (N)	
THURSDAY 7	Brisbane (N)	Cairns (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 8	Ipswich (T)	
SATURDAY 9	Capalaba (D)	Bundaberg (D)
SUNDAY 10	Capalaba (D)	
MONDAY 11	Brisbane (N)	
TUESDAY 12	Bonnievale (T), Ipswich (N)	
WEDNESDAY 13	Gold Coast (T), Toowoomba (N)	
THURSDAY 14	Brisbane (N)	Bundaberg (N), Cairns (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 15	Ipswich (T)	
SATURDAY 16	Capalaba (D)	Lower Burdekin (D)
SUNDAY 17		
MONDAY 18	Brisbane (N)	
TUESDAY 19	Bonnievale (T), Ipswich (N)	
WEDNESDAY 20	Gold Coast (T), Toowoomba (N)	
THURSDAY 21	Brisbane (N)	Cairns (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 22	Ipswich (T)	
SATURDAY 23	Capalaba (D)	Bundaberg (D)
SUNDAY 24		
MONDAY 25	Brisbane (N)	
TUESDAY 26	Bonnievale (T), Ipswich (N)	
WEDNESDAY 27	Gold Coast (T), Toowoomba (N)	
THURSDAY 28	Brisbane (N)	Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 29	Ipswich (T)	
SATURDAY 30	Capalaba (D)	Bundaberg (D), Lower Burdekin (D)
SUNDAY 31		

GREYHOUND RACING AUTHORITY
RACE DATES 1999/2000

NOVEMBER	SE QUEENSLAND	NTH QUEENSLAND
MONDAY 1	Brisbane (N)	
TUESDAY 2	Capalaba (D), Beenleigh (T), Ipswich (N)	
WEDNESDAY 3	Gold Coast (T), Toowoomba (N)	
THURSDAY 4	Brisbane (N)	Calns (N), Mount Isa (N), Townsville (N), Rockhampton (N)
FRIDAY 5	Ipswich (T)	
SATURDAY 6	Capalaba (D)	Dundaberg (D)
SUNDAY 7		
MONDAY 8	Brisbane (N)	
TUESDAY 9	Beenleigh (T), Ipswich (N)	
WEDNESDAY 10	Gold Coast (T), Toowoomba (N)	
THURSDAY 11	Brisbane (N)	Calns (N), Mount Isa (N), Rockhampton (N), Mackay (N)
FRIDAY 12	Ipswich (T)	
SATURDAY 13	Capalaba (D)	Dundaberg (D), Lower Burdekin (D)
SUNDAY 14		
MONDAY 15	Brisbane (N)	
TUESDAY 16	Beenleigh (T), Ipswich (N)	
WEDNESDAY 17	Gold Coast (T), Toowoomba (N)	
THURSDAY 18	Brisbane (N)	Dundaberg (N), Calns (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 19	Ipswich (T)	
SATURDAY 20	Capalaba (D)	
SUNDAY 21		
MONDAY 22	Brisbane (N)	
TUESDAY 23	Beenleigh (T), Ipswich (N)	
WEDNESDAY 24	Gold Coast (T), Toowoomba (N)	
THURSDAY 25	Brisbane (N)	Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 26	Ipswich (T)	
SATURDAY 27	Capalaba (D)	Dundaberg (D)
SUNDAY 28		
MONDAY 29	Brisbane (N)	
TUESDAY 30	Beenleigh (T), Ipswich (N)	

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GREYHOUND RACING AUTHORITY
RACE DATES 1999/2000

DECEMBER	SE QUEENSLAND	NTH QUEENSLAND
WEDNESDAY 1	Gold Coast (T), Toowoomba (N)	
THURSDAY 2	Brisbane (N)	Bundaberg (N), Cairns (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 3	Ipswich (T)	
SATURDAY 4	Capalaba (D)	
SUNDAY 5		
MONDAY 6	Brisbane (N)	
TUESDAY 7	Deenleigh (T), Ipswich (N)	
WEDNESDAY 8	Gold Coast (T), Toowoomba (N)	
THURSDAY 9	Brisbane (N)	Cairns (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 10	Ipswich (T)	
SATURDAY 11	Capalaba (D)	Bundaberg (D)
SUNDAY 12		
MONDAY 13	Brisbane (N)	
TUESDAY 14	Deenleigh (T), Ipswich (N)	
WEDNESDAY 15	Gold Coast (T), Toowoomba (N)	
THURSDAY 16	Brisbane (N)	Cairns (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 17	Ipswich (T)	
SATURDAY 18	Capalaba (D)	Bundaberg (D)
SUNDAY 19		
MONDAY 20	Brisbane (N)	
TUESDAY 21	Deenleigh (T), Ipswich (N)	
WEDNESDAY 22	Gold Coast (T), Toowoomba (N)	
THURSDAY 23	Brisbane (N)	Bundaberg (N), Cairns (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 24	Ipswich (T)	
SATURDAY 25		
SUNDAY 26		
MONDAY 27	Brisbane (N)	
TUESDAY 28	Deenleigh (T), Ipswich (N)	
WEDNESDAY 29	Gold Coast (T), Toowoomba (N)	
THURSDAY 30	Brisbane (N)	Townsville (N), Rockhampton (N)
FRIDAY 31	Ipswich (T)	

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GREYHOUND RACING AUTHORITY
RACE DATES 1999/2000

JANUARY	SE QUEENSLAND	NTH QUEENSLAND
SATURDAY 1	Capalaba (D)	Dundaberg (D)
SUNDAY 2		
MONDAY 3	Brisbane (N)	
TUESDAY 4	Beenleigh (T), Ipswich (N)	
WEDNESDAY 5	Toowoomba (N)	
THURSDAY 6	Brisbane (N)	Calns (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 7	Ipswich (T)	
SATURDAY 8	Capalaba (D)	Dundaberg (D)
SUNDAY 9		
MONDAY 10	Brisbane (N)	
TUESDAY 11	Beenleigh (T), Ipswich (N)	
WEDNESDAY 12	Gold Coast (T), Toowoomba (N)	
THURSDAY 13	Brisbane (N)	Dundaberg (N), Calns (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 14	Ipswich (T)	
SATURDAY 15	Capalaba (D)	
SUNDAY 16		
MONDAY 17	Brisbane (N)	
TUESDAY 18	Beenleigh (T), Ipswich (N)	
WEDNESDAY 19	Gold Coast (T), Toowoomba (N)	
THURSDAY 20	Brisbane (N)	Calns (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 21	Ipswich (T)	
SATURDAY 22	Capalaba (D)	Dundaberg (D)
SUNDAY 23		
MONDAY 24	Brisbane (N)	
TUESDAY 25	Beenleigh (T), Ipswich (N)	
WEDNESDAY 26	Gold Coast (T), Toowoomba (N)	
THURSDAY 27	Brisbane (N)	Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 28	Ipswich (T)	
SATURDAY 29	Capalaba (D)	Dundaberg (D)
	Brisbane (N)	

GREYHOUND RACING AUTHORITY
RACE DATES 1099/2000

FEBRUARY	SE QUEENSLAND	NTH QUEENSLAND
TUESDAY 1	Deenlelgh (T), Ipswich (N)	
WEDNESDAY 2	Gold Coast (T), Toowoomba (N)	
THURSDAY 3	Brisbane (N)	Bundaberg (N), Cairns (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 4	Ipswich (T)	
SATURDAY 5	Capalaba (D)	
SUNDAY 6		
MONDAY 7	Brisbane (N)	
TUESDAY 8	Deenlelgh (T), Ipswich (N)	
WEDNESDAY 9	Gold Coast (T), Toowoomba (N)	
THURSDAY 10	Brisbane (N)	Cairns (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 11	Ipswich (T)	
SATURDAY 12	Capalaba (D)	Bundaberg (D)
SUNDAY 13	Capalaba (D)	
MONDAY 14	Brisbane (N)	
TUESDAY 15	Deenlelgh (T), Ipswich (N)	
WEDNESDAY 16	Gold Coast (T), Toowoomba (N)	
THURSDAY 17	Brisbane (N)	Cairns (N), Mount Isa (N), Townsville (N), Rockhampton (N)
FRIDAY 18	Ipswich (T)	
SATURDAY 19	Capalaba (D)	Bundaberg (D)
SUNDAY 20		
MONDAY 21	Brisbane (N)	
TUESDAY 22	Deenlelgh (T), Ipswich (N)	
WEDNESDAY 23	Gold Coast (T), Toowoomba (N)	
THURSDAY 24	Brisbane (N)	Bundaberg (N), Mount Isa (N), Townsville (N), Rockhampton (N)
FRIDAY 25	Ipswich (T)	
SATURDAY 26	Capalaba (D)	Lower Burdakin (D)
SUNDAY 27		
MONDAY 28	Brisbane (N)	
TUESDAY 29	Deenlelgh (T), Ipswich (N)	

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GREYHOUND RACING AUTHORITY.
RACE DATES 1000/2000

MARCH	SE QUEENSLAND	NTH QUEENSLAND
WEDNESDAY 1	Gold Coast (T), Toowoomba (N)	
THURSDAY 2	Brisbane (N)	Calms (N), Mount Isa (N), Townsville (N), Rockhampton (N)
FRIDAY 3	Ipswich (T)	
SATURDAY 4	Capalaba (D)	Bundaberg (D)
SUNDAY 5		
MONDAY 6	Brisbane (N)	
TUESDAY 7	Bentleigh (T), Ipswich (N)	
WEDNESDAY 8	Gold Coast (T), Toowoomba (N)	
THURSDAY 9	Brisbane (N)	Calms (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 10	Ipswich (T)	
SATURDAY 11	Capalaba (D)	Bundaberg (D), Lower Burdekin (D)
SUNDAY 12		
MONDAY 13	Brisbane (N)	
TUESDAY 14	Bentleigh (T), Ipswich (N)	
WEDNESDAY 15	Gold Coast (T), Toowoomba (N)	
THURSDAY 16	Brisbane (N)	Bundaberg (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 17	Ipswich (T)	
SATURDAY 18	Capalaba (D)	
SUNDAY 19		
MONDAY 20	Brisbane (N)	
TUESDAY 21	Bentleigh (T), Ipswich (N)	
WEDNESDAY 22	Gold Coast (T), Toowoomba (N)	
THURSDAY 23	Brisbane (N)	Calms (N), Mount Isa (N), Mackay (N)
FRIDAY 24	Ipswich (T)	
SATURDAY 25	Capalaba (D)	Bundaberg (D), Lower Burdekin (D)
SUNDAY 26		
MONDAY 27	Brisbane (N)	
TUESDAY 28	Bentleigh (T), Ipswich (N)	
WEDNESDAY 29	Gold Coast (T), Toowoomba (N)	
THURSDAY 30	Brisbane (N)	Bundaberg (N), Calms (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 31	Ipswich (T)	

GREYHOUND RACING AUTHORITY

RACE DATES 1000/2000

APRIL	SE QUEENSLAND	NTH QUEENSLAND
SATURDAY 1	Capalaba (D)	
SUNDAY 2		
MONDAY 3	Brisbane (N)	
TUESDAY 4	Beenleigh (T), Ipswich (N)	
WEDNESDAY 5	Gold Coast (T), Toowoomba (N)	
THURSDAY 6	Brisbane (N)	Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 7	Ipswich (T)	
SATURDAY 8	Capalaba (D)	Dundaberg (D), Lower Durdekln (D)
SUNDAY 9		
MONDAY 10	Brisbane (N)	
TUESDAY 11	Beenleigh (T), Ipswich (T)	
WEDNESDAY 12	Gold Coast (T), Toowoomba (N)	
THURSDAY 13	Brisbane (N)	Dundaberg (N), Cairns (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 14	Ipswich (T)	
SATURDAY 15	Capalaba (D)	
SUNDAY 16		
MONDAY 17	Brisbane (N)	
TUESDAY 18	Beenleigh (T), Ipswich (N)	
WEDNESDAY 19	Gold Coast (T), Toowoomba (N)	
THURSDAY 20	Brisbane (N)	Cairns (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 21		
SATURDAY 22	Capalaba (D)	Dundaberg (D), Lower Durdekln (D)
SUNDAY 23		
MONDAY 24	Brisbane (N)	Mount Isa (D)
TUESDAY 25	Beenleigh (T), Ipswich (N)	
WEDNESDAY 26	Gold Coast (T), Toowoomba (N)	
THURSDAY 27	Brisbane (N)	Cairns (N), Mackay (N)
FRIDAY 28	Ipswich (T)	
SATURDAY 29	Capalaba (D)	Dundaberg (D)
SUNDAY 30		Mount Isa (D)

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GREYHOUND RACING AUTHORITY
RACE DATES 1999/2000

MAY	SE QUEENSLAND	NTH QUEENSLAND
MONDAY 1	Brisbane (N)	Bundaberg (D), Mackay (D)
TUESDAY 2	Beenleigh (T), Ipswich (N)	
WEDNESDAY 3	Gold Coast (T), Toowoomba (N)	
THURSDAY 4	Brisbane (N)	Mount Isa (N), Townsville (N), Rockhampton (N)
FRIDAY 5	Ipswich (T)	
SATURDAY 6	Capalaba (D)	Lower Burdekin (D)
SUNDAY 7		
MONDAY 8	Brisbane (N)	
TUESDAY 9	Beenleigh (T)	
WEDNESDAY 10	Gold Coast (T), Toowoomba (N)	
THURSDAY 11	Brisbane (N)	Calms (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 12		
SATURDAY 13	Capalaba (D)	Bundaberg (D), Lower Burdekin (D)
SUNDAY 14		
MONDAY 15	Brisbane (N)	
TUESDAY 16	Beenleigh (T), Ipswich (N)	
WEDNESDAY 17	Toowoomba (N)	
THURSDAY 18	Brisbane (N)	Calms (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 19	Ipswich (T)	
SATURDAY 20	Capalaba (D)	Bundaberg (D), Lower Burdekin (D)
SUNDAY 21		
MONDAY 22	Brisbane (N)	
TUESDAY 23	Beenleigh (T), Ipswich (N)	
WEDNESDAY 24	Gold Coast (T), Toowoomba (N)	
THURSDAY 25	Brisbane (N)	Calms (N), Mount Isa (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 26	Ipswich (T)	
SATURDAY 27	Capalaba (D)	Bundaberg (D)
SUNDAY 28		
MONDAY 29	Brisbane (N)	
TUESDAY 30	Beenleigh (T), Ipswich (N)	
WEDNESDAY 31	Gold Coast (T), Toowoomba (N)	

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GREYHOUND RACING AUTHORITY
RACE DATES 1999/2000

JUNE	SE QUEENSLAND	NTH QUEENSLAND
THURSDAY 1	Brisbane (N)	Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 2	Ipswich (T)	
SATURDAY 3	Capalaba (D)	Dundaberg (D), Lower Burdekin (D)
SUNDAY 4		Mount Isa (D)
MONDAY 5	Brisbane (N)	
TUESDAY 6	Deenleigh (T), Ipswich (N)	
WEDNESDAY 7	Gold Coast (T), Toowoomba (N)	
THURSDAY 8	Brisbane (N)	Calms (N), Townsville (N), Rockhampton (N), Mackay (N)
FRIDAY 9	Ipswich (T)	
SATURDAY 10	Capalaba (D)	
SUNDAY 11		
MONDAY 12	Brisbane (N)	Dundaberg (D), Mount Isa (D)
TUESDAY 13	Deenleigh (T), Ipswich (N)	
WEDNESDAY 14	Gold Coast (T), Toowoomba (N)	
THURSDAY 15	Brisbane (N)	Calms (N), Townsville (N), Rockhampton (N)
FRIDAY 16	Ipswich (T)	
SATURDAY 17	Capalaba (D)	Dundaberg (D), Lower Burdekin (D)
SUNDAY 18		Mount Isa (D)
MONDAY 19	Brisbane (N)	
TUESDAY 20	Deenleigh (T), Ipswich (N)	
WEDNESDAY 21	Gold Coast (T), Toowoomba (N)	
THURSDAY 22	Brisbane (N)	Calms (N), Townsville (N), Rockhampton (N)
FRIDAY 23	Ipswich (T)	
SATURDAY 24	Capalaba (D)	Dundaberg (D), Lower Burdekin (D)
SUNDAY 25		Mount Isa (D)
MONDAY 26	Brisbane (N)	
TUESDAY 27	Deenleigh (T), Ipswich (N)	
WEDNESDAY 28	Gold Coast (T), Toowoomba (N)	
THURSDAY 29	Brisbane (N)	Calms (N), Rockhampton (N)
	Ipswich (T)	

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QHRB Race Dates - 1999/2000

Club	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Albion 51 Sat nights	Sa 3 Sa 10 Tu 13	Sa 7 Sa 14 Sa 21	Sa 4 Sa 11 Sa 18	Sa 2 Sa 9 Sa 16	Sa 6 Sa 13 Sa 20	Sa 4 Sa 11 Sa 18	Sa 1 Sa 8 Sa 15	Sa 5 Sa 12 Tu 15	Sa 4 Sa 11 Sa 13	Sa 1 Sa 8 Sa 15	Sa 6 Sa 13 Sa 20	Sa 3 Sa 10 Sa 17
Tues 2 day/twillight (53 dates)	Sa 17 Sa 24 Sa 31	Sa 28	Sa 25	Sa 23 Sa 30	Sa 27		Sa 22 Sa 29	Sa 19 Sa 26	Sa 25	Sa 22 Sa 29	Sa 27	Sa 24
Gold Coast - day/twillight (53 dates)	Th 1 Th 8 Th 15 Th 22 Th 29	Th 5 Th 12 Th 19 Th 26 Th 30	Th 2 Th 9 Th 16 Th 23 Th 30	Th 7 Th 14 Th 21 Th 28	Th 4 Th 11 Th 18 Th 25	Th 2 Th 9 Th 16 Th 23 Th 30	Th 6 Th 13 Th 20 Th 27	Th 3 Th 10 Th 17 Th 24	Th 2 Th 9 Th 16 Th 23 Th 30	Th 6 Th 13 Th 20 Th 27	Th 4 Th 11 Th 18 Th 24	Th 1 Th 8 Th 15 Th 22 Th 29
Redcliffe Tues - wilight (53 dates)	Tu 6 Tu 20 Tu 27	Tu 3 Tu 10 Tu 17 Tu 24 Tu 31	Tu 7 Tu 14 Tu 21 Tu 28	Tu 5 Tu 12 Tu 19 Tu 26 Tu 29	Tu 9 Tu 16 Tu 23 Tu 30	Tu 7 Tu 14 Tu 21 Tu 28 Tu 31	Tu 4 Tu 11 Tu 18 Tu 25	Tu 1 Tu 8 Tu 15 Tu 22 Tu 29	Tu 7 Tu 14 Tu 21 Tu 28	Tu 4 Tu 11 Tu 18 Tu 25	Tu 2 Tu 9 Tu 16 Tu 23 Tu 30	Tu 6 Tu 13 Tu 20 Tu 27
Redcliffe Fri nights (52 dates)	Fr 2 Fr 9 Fr 16 Fr 23 Fr 30	Fr 6 Fr 13 Fr 20 Fr 27	Fr 3 Fr 10 Fr 17 Fr 24	Fr 1 Fr 8 Fr 15 Fr 22 Fr 29	Fr 5 Fr 12 Fr 19 Fr 26	Fr 3 Fr 10 Fr 17 Fr 24 Fr 31	Fr 7 Fr 14 Fr 21 Fr 28	Fr 4 Fr 11 Fr 18 Fr 25	Fr 3 Fr 10 Fr 17 Fr 24 Fr 31	Fr 7 Fr 14 Fr 21 Fr 28	Fr 5 Fr 12 Fr 19 Fr 26 Fr 30	Fr 2 Fr 9 Fr 16 Fr 23 Fr 30
Rocklea Saturday day Tuesday day (Non-TAB) (52 dates)	Sa 3 Sa 10 Sa 17 Sa 24 Sa 31	Sa 7 Sa 14 Sa 21 Sa 28	Sa 4 Sa 11 Sa 18 Sa 25 Sa 30	Sa 2 Sa 9 Sa 16 Sa 23 Sa 30	Tu 2 Sa 6 Sa 13 Sa 20 Sa 27	Sa 4 Sa 11 Sa 18	Sa 1 Sa 8 Sa 15 Sa 22 Sa 29	Sa 5 Sa 12 Sa 19 Sa 26	Sa 4 Sa 11 Sa 18 Sa 25	Sa 1 Sa 8 Sa 15 Sa 22 Sa 29	Sa 6 Sa 13 Sa 20 Sa 27	Sa 3 Sa 10 Sa 17 Sa 24
Mackay - -TAB)	We 7 Sa 17	Sa 7 We 18	We 15 We 22	Sa 2 Mo 4	Th 4 Sa 6	W 1 W 15	Mo 3 Sa 15	We 2 We 15	We 8 We 15	Su 9 Sa 22	Mo 1 Sa 5	Sa 3 Mo 12
	We 26	Sa 21	We 29	We 13 Sa 30	We 24	Sa 18 Mo 27	Sa 22 We 25	Sa 26	We 29	Tu 25	Sa 27	Sa 17
	3	6	9	3	16	20	4	27	30	33	36	39
R'hampton Saturday day (Non-TAB) (36 dates)	Sa 10 Sa 17 Sa 24 Sa 31	Sa 7 Su 15 Sa 28	Su 5 Sa 11 Sa 25	Sa 2 Sa 9 Su 24	Su 7 Sa 13 Sa 20	Sa 4 Su 12 Sa 18	Sa 15 Sa 29	Su 6 Sa 12 Su 20	Su 5 Sa 11 Sa 18	Sa 1 Sa 8 Sa 29	Su 7 Su 14 We 24	Su 11 W 21 Sa 24
Townsville Friday night (Non-TAB) (35 dates)	Fr 16 Fr 23 Fr 30	Fri 6 Fr 13 Fr 20	Fr 3 Fr 10 Fr 24	Fr 1 Fr 15 Fr 22 Fr 29	Fr 5 Fr 12 Fr 19 Fr 26	Fr 3 Fr 10 Fr 17	Fr 28	Fr 4 Fr 11 Fr 18	Fr 3 Fr 10 Fr 17 Fr 31	Fr 14	Fr 5 Fr 19 Fr 26	Fr 2 Fr 9 Fr 16

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Product and Program Agreement

SCHEDULE 4

1. Persons permitted to receive the Queensland Racing Calendar and/or the Queensland Racing Program from the Queensland Principal Club (at such times and for such purposes as the Queensland Racing Calendar and/or the Queensland Racing Program were provided as at 20 May 1999):
 - (a) Australian Racing Board
PO Box 159
KENSINGTON NSW 1465
 - (b) New South Wales Thoroughbred Racing Board (Principal Club)
PO Box 528
KENSINGTON NSW 2033
 - (c) Victoria Racing Club (Principal Club)
400 Epsom Road
FLEMINGTON VIC 3031
 - (d) Western Australian Turf Club (Principal Club)
GPO Box 222
BELMONT WA 6104
 - (e) South Australian Thoroughbred Racing Authority (Principal Club)
GPO Box 2646
ADELAIDE SA 5001
 - (f) Tasmanian Thoroughbred Racing Council (Principal Club)
PO Box 1329
LAUNCESTON TAS 7250
 - (g) Darwin Turf Club (Principal Club)
GPO Box 589
DARWIN NT 0801
 - (h) ACT Racing Club
PO Box 1
WATSON ACT 2602
 - (i) Queensland Principal Club (Principal Club)
PO Box 629
HAMILTON CENTRAL QLD 4007
 - (j) Internet www.australian-racing.net.au

Product and Program Agreement

2. Persons permitted to receive the Queensland Racing Calendar and/or the Queensland Racing Program from Queensland Harness Racing Board (at such times and for such purposes as the Queensland Racing Calendar and/or the Queensland Racing Program were provided as at 20 May 1999):
- (a) Harness Racing Australia, 7th Level, 390 St Kilda Road, Melbourne, Victoria, 3004 www.harness.org.au
 - (b) Mr John Gresham, Racebook Company, PO Box 280, Virginia Qld 4014
Mr Paul Bolack, Bolack Publications, 92 Archer Court, Changers Flat Qld 4133
Media Press (Printers of Trotguide), 7 Garners Avenue, Marrickville NSW 2204
 - (c) Australian Associated Press (AAP Information Services), 9 Lang Street, Sydney NSW
3. Persons permitted to receive the Queensland Racing Calendar and/or the Queensland Racing Program from Greyhound Racing Authority (at such times and for such purposes as the Queensland Racing Calendar and/or the Queensland Racing Program were provided as at 20 May 1999):
- (a) Internet - information is provided on the Greyhound Racing Authority's own website graq.org.au which is available to all Internet users, and is downloaded by the registered greyhound clubs to produce their race books.
 - (b) Tabform - PO Box 345, Essendon Vic 3040 (Peter and John Pearson)
Bolack Publications - PO Box 186, Archerfield Qld 4108
Australian Associated Press, Sydney NSW (AAP Information Services, 9 Lang Street, Sydney NSW)
Successability Thoroughbred Racing Services - PO Box 95, Jamison ACT 2614 (Warren Block)
DeFax Publications Pty Ltd - Locked Bag 12, Lidcombe NSW 2141 (Nadine Wigley)
 - (c) Greyhound Racing Victoria - 438-442 William Street, Melbourne (Adam Wallish). This information is accessed by VicTab.
 - (d) Dene Newell, Harness Racing Technology, Sydney. This information is provided by the GRA to the Queensland Office of Racing which passes it on to Harness Racing Technology who provide access to the Northern Territory TAB.

Product and Program Agreement

- (e) Telads Communications (only the following information provided) - 1st floor, 768 George Street, Sydney NSW 2000:
 - (i) Fields
 - (ii) Scratchings

- (f) NSW Greyhound Racing Authority, 16-18 Bridge Street, Lidcombe NSW

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*Product and Program Agreement***ADDENDUM TO SCHEDULE 4.**

Additional persons permitted to receive the Queensland Racing Calendar and/or the Queensland Racing Program from the Queensland Principal Club (at such times and for such purposes as the Queensland Racing Calendar and/or the Queensland Racing Program were provided as at 20 May 1999):

- | | |
|---|---|
| ▪ Queensland Principal Club Website | www.qpc.org.au |
| ▪ All registered Queensland Race Clubs | Total of 153 Clubs |
| ▪ Queensland Regional Racing Offices | Total of 5 South East Qld R.A.
Downs & South West Qld R.A.
Capricornia R.A.
Central West Qld R.A.
Northern Qld R.A. |
| ▪ New Zealand Thoroughbred Racing Inc. | PO Box 6665, Wellington, New Zealand |
| ▪ Office of State Revenue | GPO Box 2593, Brisbane Qld 4001 |
| ▪ Office of Racing | PO Box 620, Albion Qld 4010 |
| ▪ Racing Industry Co-ordinating Committee | PO Box 620, Albion Qld 4010 |
| ▪ Queensland Winter Racing Carnival | PO Box 173, Brisbane Albert Street Qld 4002 |
| ▪ Racing Services Bureau (RSB) | 400 Epsom Road, Flemington VIC 3031 |
| ▪ AAP Telecommunications (AAP T Ltd) | Level 8, Riverside Centre, Brisbane Qld 4000 |
| ▪ Telads Communication | Gumboil Road, Cooroy Qld 4563 |
| ▪ The Magazine Publishing Company | 34 Station Road, Nundah Qld 4012 |
| ▪ Inside Racing | 400 Epsom Road, Flemington VIC 3031 |
| ▪ NSW Racing Magazine | PO Box 528, Kensington NSW 1465 |
| ▪ Radio 4TAB | PO Box 275, Albion Qld 4010 |
| ▪ 2KY Radio Station Sydney | 20 Wentworth Road, Parramatta NSW 2150 |
| ▪ Sport 927 | PO Box 927, Carlton South VIC 3053 |
| ▪ SKY Channel | Unit 5, 3370 Pacific Highway,
Springwood Qld 4127 |
| ▪ SKY Channel Pty Ltd | 79 Frenchs Forest Road,
Frenchs Forest NSW 2086 |
| ▪ TABQ | PO Box 248, Albion Qld 4010 |
| ▪ TAB Ltd | GPO Box 4168, Sydney NSW 2001 |
| ▪ TAB Corp | PO Box 1943R, Melbourne VIC 3001 |
| ▪ WA TAB | 14 Hasler Road, Osborne Park WA 6017 |
| ▪ The Courier Mail | Campbell Street, Bowen Hills Qld 4006 |
| ▪ Interforms Printing Group Pty Ltd | 4 Millway Street, Kedron Qld 4031 |
| ▪ The Racebook Company | 49 Robinson Road, Virginia Qld 4014 |
| ▪ Winning Post | PO Box 14549,
Melbourne City Mail Centre VIC 8001 |
| ▪ Best Bets | PO Box 181, East Kew VIC 3102 |
| ▪ Sportsman | GPO Box 4245, Sydney NSW 2001 |
| ▪ Turf Monthly | PO Box 1618, Forritude Valley Qld 4006 |
| ▪ Racetrack Magazine | PO Box 199, Alexandria NSW 2015 |
| ▪ McDonald & Rosbrook | PO Box 67, Toowoomba Qld 4350 |

Product and Program Agreement

SCHEDULE 5

CONFIDENTIALITY UNDERTAKING

DEED POLL made on

1999

BY [name] of [address] ("the Representative")

TO TOTALISATOR ADMINISTRATION BOARD OF QUEENSLAND of 240 Sandgate Road, Albion ("TABQ")

- OR -

QUEENSLAND RACE PRODUCT CO LTD ACN 081 743 722 of 161 Breakfast Creek Road, Newstead ("Product Co")

BACKGROUND

- A. The Representative has been nominated by [TABQ or Product Co] to represent it on the Product and Strategy Committee established pursuant to the Product and Program Agreement made between Totalisator Administration Board of Queensland, Queensland Race Product Co Limited, The Queensland Principal Club, The Queensland Harness Racing Board and Greyhound Racing Authority.
- B. As a representative of [TABQ or Product Co] on the Product and Strategy Committee, the Representative may come into possession of Confidential Information in respect of which the Representative has agreed to provide this Undertaking.

THIS DEED PROVIDES

1. INTERPRETATION

In this Agreement:

"Confidential Information" means:-

- (a) information of every kind in any way connected with or relating to the:-
- (i) Race Wagering Business;
 - (ii) The Queensland Racing Calendar;
 - (iii) strategies of the TABQ to promote or develop Race Wagering or strategies of Product Co and the Queensland Control Bodies to promote and develop Racing; or
 - (iv) the Minimum Component.

Product and Program Agreement

- (b) information of a person ("the Discloser") which is disclosed to or observed by the Representative at meetings of the Product and Strategy Committee or by reason of the Representative's participation in the Product and Strategy Committee and which is regarded by the Discloser as confidential to it and is so notified to the Representative and which includes information relating to technology, designs, trade secrets, customer databases and information of a commercially sensitive nature;

but Confidential Information does not include any information which:-

- (c) is in the Representatives possession from another source and which was not disclosed in breach of this Undertaking;
- (d) is already in the public domain and was not disclosed in breach of this Undertaking; or
- (e) is independently developed by the Representative, except where the information is based on Confidential Information.

"Financial Year" means a period commencing on 1 July in any year and ending on 30 June in the following year.

"Minimum Component" for a Financial Year, means a minimum number and type of Races scheduled to be conducted in Queensland by Queensland Racing Entities in that Financial Year upon which Race Wagering is to be conducted, and allocated in the manner used in Schedule 2 in the Product and Program Agreement entered into between TABQ and Product Co.

"Product Co" means Queensland Race Product Co Ltd ACN 081 743 722.

"Queensland Control Bodies" means severally, the Queensland Principal Club, the Queensland Harness Racing Board and the Greyhound Racing Authority and their respective successors.

"Queensland Racing Calendar" for a Financial Year, means a calendar of Race Meetings scheduled to be held in Queensland during that Financial Year and which details the number of Race Meetings to be held, the days of the week on which the Race Meetings will be held, whether it will be a day, twilight or evening Race Meeting, the estimated number of Races to be held at the Race Meetings, the estimated numbers of starters in each Race, identification of the Queensland Racing Entity to hold the Race Meetings and identification of the feature Races to be conducted at the Race Meetings.

"Queensland Racing Entity" means entities (whether incorporated or unincorporated) registered by any of the Queensland Control Bodies under the *Racing and Betting Act 1980* as race clubs, trotting clubs and greyhound clubs.

Product and Program Agreement

"Race" means a race for galloping horses, trotting horses or greyhounds or any one or more of them as the context requires scheduled to be held at a Race Meeting and "Racing" has a corresponding meaning.

"Race Meeting" means a meeting for lawfully conducting the racing of galloping horses, trotting horses or greyhounds conducted in Queensland by Queensland Racing Entities or conducted outside Queensland.

"Race Wagering" means the conduct of wagering on Racing pursuant to the Race Wagering Licence.

"Race Wagering Business" means the operation of the business of Race Wagering by TABQ.

"Race Wagering Licence" means the wagering licence to be granted to TABQ pursuant to the *Wagering Act 1998*.

"TABQ" means Totalisator Administration Board of Queensland.

2. UNDERTAKING

Subject to clause 3, the Representative undertakes to and agrees with [TABQ or Product Co] that the Representative will:-

- (a) not disclose or provide Confidential Information to any person or allow or assist or make it possible for any person to observe any Confidential Information for any purpose other than for the purposes of the Product and Strategy Committee or [TABQ or Product Co]'s participation in that Committee without the prior written approval of [TABQ or Product Co]; and
- (b) not to exploit or use any Confidential Information for any purpose other than for the purposes of the Product and Strategy Committee or [TABQ or Product Co]'s participation in that Committee.

3. EXCEPTIONS

The Representative will be entitled to disclose Confidential Information if required to be disclosed by:-

- (a) any law or regulation having the force of law; or
- (b) a binding order of any Court of competent jurisdiction or other competent authority,

but only to the extent required by the order, law or regulation concerned and provided that a copy of that binding order, law or regulation concerned, and details of the information and materials to be disclosed are given to [TABQ or Product Co] prior to the disclosure.

Product and Program Agreement

4. LAW OF CONFIDENTIALITY

The undertaking contained in this Deed will be in addition to and in no way derogate from any obligation of the Representative in respect of secret and Confidential Information at law, in equity or under any statute, or trade or professional custom or use.

5. DURATION

This Deed shall remain in effect until [TABQ or Product Co] has given the Representative notice in writing that the Representative is released from the obligations contained in this Deed.

6. MISCELLANEOUS

The interpretation and construction of this Deed shall be governed and determined in accordance with the law of the State of Queensland and the parties shall submit to the jurisdiction of the Courts of that State.

EXECUTED as a Deed

SIGNED SEALED AND DELIVERED by the)
Representative in the presence of:)
) (Signature)

.....
(Signature of Witness)

.....
(Name of Witness in Full)



BOARD PAPER NUMBER: 6.3
Testing for Hydroxycamphor

PURPOSE:

The purpose of this paper is to seek the Board's approval to the proposed course of action in relation to certain issues associated with positive tests for hydroxycamphor.

BACKGROUND AND ISSUES:

The records maintained by the Integrity Department reveal that from 2004, there have been 11 cases of samples from horses which tested positive for hydroxycamphor. Of those 11 cases, 9 involved trainers based in the Downs region and 5 of those cases occurred during the 2008 calendar year.

Individual trainers and, more recently, the Australian Trainers Association (Queensland Branch) have raised the issue of testing for hydroxycamphor. They complain that in many of the cases, the positives arise due to the horse concerned ingesting leaves, berries or bark from *camphor laurel* trees rather than as a result hydroxycamphor being administered by the trainers. In those circumstances they say that it is unreasonable for the trainer to be held responsible.

In support of this claim that the substance has not been administered, they point to the disproportionate number of positives arising in Toowoomba where the race course has a stand of very significant *camphor laurel* trees. They claim to have some evidence of horses nibbling on bark and leaves.

At this point it is useful to understand the operation of the Rules in relation to positive samples, with specific reference to hydroxycamphor.

AR 177B provides that a person in charge of a horse being trained by a licensed trainer is liable to be punished if the horse tests positive to certain specific substances. Hydroxycamphor is not included in the list of those substances.

AR178 provides that a trainer or other person is liable to be punished if they bring to a race course a horse which tests positive to a prohibited substance. Prohibited substance is defined in AR178B to include certain categories of substance (not including hydroxy camphor) as well as other substances that may have an impact on certain body systems of the horse. Two such body

systems referred to in the rule are the respiratory system and the cardiovascular system.

Hydroxycamphor is a chemical rubefacient and a mild analgesic and also has an expectorant action on the respiratory system. In the past, it has been used internally as a respiratory and cardiovascular stimulant by veterinarians.

Accordingly, as it has an impact at least on the respiratory system, it is a prohibited substance in accordance with AR178B and anyone in charge of a horse which tests positive is subject to being punished under AR 178. This is how hydroxycamphor positives have been dealt with to date.

In terms of testing, it is not possible to determine if the presence of hydroxycamphor is as a result of natural ingestion (through eating bark, leaves etc) or whether it is as a result of being administered.

Nor is it possible to identify a level at which the substance has a positive impact on the horse's system and therefore performance. It is known to be toxic to horses at certain levels and therefore the necessary experiments to determine the impact of certain levels of hydroxycamphor have never been undertaken – the necessary ethical approvals would not be granted.

Trainers argue that in these circumstances, they should not be held liable if their horses has naturally ingested hydroxycamphor. The rules however are clear that it does not matter how the substance gets into the horses system, the mere presence makes the trainer liable. Hence the onus is on the trainer to ensure that their horse is not in a position to get access to the substance.

It may be argued that Stewards should exercise their discretion in determining whether or not to charge a person where it can be established that the horse was likely to have ingested the substance naturally. However, that is complicated by the fact that AR 177 provides that where a prohibited substance is detected in any sample, the horse must be disqualified from any race. So even if the Stewards exercised their discretion in not charging the trainer after a hydroxycamphor positive, the horse would nevertheless be required to be disqualified.

The other factor against relying on trainers to prevent their horses from naturally ingesting the substance is the fact that trainers in Toowoomba claim that leaves and berries from the *camphor laurel* trees on the race course blow into the surrounding stables and yards and so cannot be controlled by trainers. The Toowoomba Turf Club has indicated that the trees cannot be removed as they perform an important function as a wind, dust and noise barrier.

In terms of the national approach to this issue, Queensland is the only State in which hydroxycamphor is the subject of testing. Advice from the Racing Science Centre indicates that there was never a considered decision to

commence testing for hydroxycamphor – instead, when the broad spectrum testing was introduced, hydroxycamphor was simply one additional substance identified through testing and as it had an effect of a horses respiratory system, its presence was routinely reported to QRL. Other states use different testing methods which do not identify hydroxycamphor.

OPTIONS:

There are a number of possible solutions, but none of them are entirely satisfactory:

- The onus to prevent horses ingesting the substance could be left with the trainers who may then be charged if they fail to do so. This is not a practical solution in circumstances in which trainers can properly say that the source of the substance is on the race course and blows into their yards;
- The Toowoomba Turf Club could be required to remove the trees but they do perform a function for the course and to move them would be a significant undertaking;
- Stewards could exercise their discretion not to charge a trainer in circumstances in which it seems that the substance was naturally ingested but the horse would still have to be disqualified.

The recommended approach solution is to move into line with the national approach and inform the lab that testing for hydroxycamphor is not required. This leaves open the possibility that specific testing could be undertaken in circumstances in which a trainer is suspected of administering the substance.

It is neither necessary nor appropriate to state publicly this change in position. It is preferable for the effects of the change to address the problem over time.

DECISION REQUIRED:

It is recommended that the Board resolve to:

Note and approve the proposed course of advising the Racing Science Centre that it is no longer necessary for that lab to test for the substance hydroxycamphor as part of its standard spectrum of tests.

Jamie Orchard
Director Integrity Operations

Actioning Officer:

Minutes of
Queensland Racing Limited
Board Meeting

Friday, 6 February 2009

Board Room, Queensland Racing
Racecourse Road, Deagon

Meeting Commenced at 8.05 am
Meeting Concluded at 12:45 pm

Draft

Board Directors Present:	Bob Bentley Tony Hanmer Bill Andrews Bill Ludwig	- <i>Chairman</i>
Apologies:	Michael Lambert	
In attendance:	Malcolm Tuttle Jamie Orchard Adam Carter Paul Brennan Shara Murray Peter Smith David Rowan Teena Jameson Mike Kelly	- <i>Chief Operations Manager</i> - <i>Director Integrity Operations</i> - <i>Finance Manager</i> - <i>Racing Services Manager</i> - <i>Legal Compliance Counsel/ Company Secretary</i> - <i>Licensing and Training Manager</i> - <i>IT & Communications Manager</i> - <i>Mitchell & Partners Pty Ltd</i> - <i>Office of Racing</i>
Minutes:	Debbie Toohey	

SECTION 1 – STANDING ITEMS

1.1 Apologies

An apology was NOTED from Mr Michael Lambert.

1.2 Declaration of Conflicts of Interest

The Board NOTED Attachment "A".

1.3 Confirmation of Minutes of Queensland Racing Limited BM#28 on 5 December 2008

The Board made the following amendments to the minutes:-

QRL States Position on International Racing Penalties

Second paragraph to now read:

"The Board **ENDORSED** the action to be taken on considerations to the granting of a licence to Chris Munce." A Media Statement has been released (attached)."

Third paragraph to now read:

"The Chair tabled a letter to be sent to Mr Munce from the Director of Integrity regarding his intentions to be licensed in Queensland."

3.4 Cairns Amateur Club

The word "function" to be replaced with "race meeting".

3.5 Chairman's Pool Vehicle

The word "exercised" to be replaced with "used".

The Board **RESOLVED** that the QRL Board Meeting Minutes of 5 December 2008 with the above amendments be received and confirmed.

MOVED by Mr Tony Hanmer **SECONDED** by Mr Bill Ludwig

1.4 Action Sheet

The Board **NOTED** the action sheet.

1.5 Correspondence / Matters for Noting

The Board noted that there was no Correspondence in the Agenda.

SECTION 2 – DIRECTORS

2.1 EMIF Presentation

Ms Teena Jameson from Mitchells & Partners gave a presentation to the Board concerning the EI Marketing Campaign.

2.2 Stocklands Presentation

The Stocklands presentation due to time constraints.

2.3 Updated Style Guide

Mr Hanmer updated the Board on the Corporate Identity Guidelines.

The Board **NOTED** the update.

SECTION 3 –9 DEPARTMENTS

3.1 Finance and Wagering Report

QRL recorded a surplus of \$69K down \$248K on the \$318K budgeted surplus for December 2008.

Revenue was down \$420K on budget due largely to the impact of Race Field fees on the Product & Program Fee revenue for December of \$767K or 9%. This was offset by EIMF advertising grant revenue of \$240K.

Expenditure was down \$171K on budget, mainly due to favourable variances in QTIS \$96K, Capital works \$225K and Consultancy costs \$98K. This was offset by unfavourable variances in the Jockey Riding Fees \$112K and Administration costs \$211K which included \$240K in EIMF expenditure offset in EIMF Grant Revenue. QTIS paid out at 38% on scheduled TAB races during December

YTD the surplus of \$8.6M is \$3.8M ahead of the budgeted surplus of \$4.8M. YTD total revenue is up \$1.6M on budget. This would be up a further \$2M or 4% if no race field fees were being paid. YTD Product & Program Fee growth is 0.51% on budget including Race Field Information fees. Race Field Revenue will be collected in late March 2009 to offset the expenditure YTD.

YTD expenditure is down \$2.2M on budget. Main areas of variation against budget: unexpended prizemoney \$919K, QTIS \$577K, Consultancy Fees \$528K and Club capital expenditure \$719K.

The Board **NOTED** the Finance and Wagering Report.

3.2 Jockey Claim

Mr Adam Carter informed the Board the state of negotiations regarding the submission by the Queensland Jockey Association (AJC) and Australian Jockey's Association (AJA) for payment of 1% increase of prizemoney to be paid to the AJC.

The Board **AGREED** to the following:

1. The riding fee and barrier trial fee to be determined by each State.
2. Public Liability Insurance to be determined nationally and be deducted from the 1% prizemoney contribution.
3. Workers Compensation to be determined by each State and not form part of the 1% claim.
4. Personal Accident Insurance to be determined nationally.
5. Career benefit (welfare and training) contribution to be deducted from the 1% prizemoney contribution.
6. That career benefit and training should be kept separate from welfare.
7. That representatives from each PRA and the ARB get together to form a working committee to establish policies and work out any outstanding issues.

Action Item: Mr Malcolm Tuttle to write to the ARB with the above recommendations. The matter will be progressed at the ARB meeting in March 2009.

3.3 Mt Isa Race Club

Mr Carter updated the Board on the ongoing concerns of the Mt Isa Race Club:

1. July to November 2008 the Club made a loss of \$31,000

2. The Club is not complying with the direction, to supply QRL with financial information
3. Lease Agreement still to be finalised

The Board **AGREED** that Mr Carter continue monitoring the current position of the Club.

Action Item: Mr Carter will give a further update at the next QRL Board meeting.

This was **NOTED** by the Board.

3.4 Cairns Jockey Club

Mr Carter Updated the Board on the current position of the Cairns Jockey Club (CJC).

QRL to pay outstanding debts of \$951,926 conditional on the following:

1. The CJC convene and EGM to resolve the transfer the freehold land at Cannon Park to QRL
2. The Queensland Government waive any stamp duty on the transaction
3. That a Workplace Health and Safety audit be done on the assets of the CJC
4. QRL is satisfied that the report does not base excessive cost in rectifying deficiencies
5. FNQA and CJC structure a working arrangement suitable to both parties and QRL
6. CJC agrees that a new entity be established to lease the Cannon Park facility to conduct race meetings
7. That working capital of \$100,000 be provided if there is a reasonable expectation that this can be achieved following the meeting to be held on 12 February
8. Failure for both clubs to work towards the required outcomes of QRL would result in QRL issuing a show cause notice.

MOVED by Mr Bill Andrews **SECONDED** by Mr Tony Hanmer

It was **NOTED** by the Board that the chairman, Mr Carter and Mr Paul Brennan will be visiting the CJC on Thursday, 12 February 2009. The Chairman to meet with the Minister.

4.1 Stanley Ho Meeting

Mr Tuttle updated the Board on the presentation given to Dr Stanley Ho, Warren Cheung and Joyce Chan, Directors of Palm Meadows Golf Course in Hong Kong by the Chairman and Mr Tuttle.

Dr Ho was appreciative of being updated and outlined his interest in the project with the prospect of the inclusion of a casino license to be included in the project.

This was **NOTED** by the Board.

4.2 Deagon Training Centre

Mr Tuttle updated the Board in relation to activities that have been undertaken regarding the development of the Deagon Training Centre. Mr Tuttle provided a report to the Board from Mr Adam Nagel of THG outlining the work that has been undertaken

and the work that is yet to be undertaken in relation to the proposal to develop the Deagon Training Centre.

This was **NOTED** by the Board.

MOVED by Mr Tony Hanmer, **SECONDED** by Mr Bill Andrews

That the Board **AGREE** to approve expenditure of up to \$50,000 to cover the Civil, Traffic and Acoustic works to be carried out at Deagon in preparation for the lodgement of a Development Application.

4.3 Broadcast Strategy Update

Mr Tuttle updated the Board in relation to the broadcast strategy and the engagement of LEK Consulting.

The Board **NOTED** the update.

4.4 Documentary on Thoroughbred Racing in Queensland

Mr Tuttle updated the Board in relation to the production of a television series on thoroughbred racing in Queensland to determine whether the Board was interested in receiving a further report in respect of the proposal.

Mr Hanmer suggested that more thorough research needs to be carried out to find out if there is an appetite for the documentary. He suggested meeting with channels 7, 9 and 10 to get a commitment from them in the first instance prior to any funds being expended.

The Board **NOTED** the update.

Action Item: Mr Tuttle to report back to the Board in due course.

4.5 Media Unit

Mr Tuttle presented to the Board a proposal from Inner Sanctum Media (ISM) to establish an external Media Unit.

The Board agreed to a budget of \$25,000 until the end of the financial year for the proposal with the value of the Media Unit to be assessed at the end of the Financial Year against predetermined KPIs.

*The Board **NOTED** the report.*

Action Item: Mr Tuttle and Mr Rowan to report back to the Board in conjunction with Agenda Item 4.4.

4.6 Consultancies to Support Industry Size and Scope Study

Mr Tuttle updated the Board in relation to the Industry Size and Scope Study.

The Board **NOTED** the update.

The Board **RESOLVED** that:

- (a) Mr Tuttle to include the draft report in the March Board papers.

-
- (b) The Rowland Group's formal submission in relation to an overall communication strategy to be reviewed by Mr Hanmer.

MOVED Mr Bill Andrews **SECONDED** Mr Tony Hanmer

5.1 Licensing Report

MOVED by Mr Bill Andrews **SECONDED** by Mr Tony Hanmer

That the Board **APPROVE** that the Licensing Report be adopted.

6.1 Integrity Report

Mr Orchard updated the Board on the current status of activities and programs in the Integrity Department.

The Board **NOTED** the update.

The Board **APPROVED** the release of the Animal Inquiry and Incident database structure to the Control Bodies of the other racing codes.

6.2 ARB Draft Measures on Whip Use

Mr Orchard advised that a submission by the National Chairman of Stewards Advisory Group, the Australian Racing Board (ARB) published Draft Measures to control the use of the whip. The publication was for the purpose of encouraging consultation comments from interested stakeholders.

Mr Orchard updated the Board of QRL's Consultation Report to the ARB.

The Board **APPROVED** the content and submission of the QRL Consultation Report in respect to Whip Use. **Refer back to board paper**

6.3 Test of Hydroxycamphor

The Board **AGREED** that Mr Jamie Orchard advise the Racing Science Centre that it is no longer a QRL requirement to test for the substance *Hydroxycamphor* as part of its standard testing.

7.1 Refurbishment of existing Deagon Stables

The Board **APPROVED** the refurbishment of the existing Deagon stables at a cost of up to approximately \$75,000 plus GST.

7.2 2009/10 Non-TAB Race Club – Race Date Schedule

The Board **APPROVED** the second draft of the Race Date Schedule for consultation.

7.3 Sunshine Coast Stable Funding

The board agreed that the project would be a Sunshine Coast Racing Trust development not managed by the Sunshine Coast Turf Club. Mr Brennan advised that he considered a model similar to Deagon would be suitable. The Board viewed the project as essential to continued growth in South East Queensland with Mr Brennan advising that he had received a considerable number of expressions of interests that would developed into firm commitments once construction has started.

Mr Carter is developing a financial model, and early indications from the major banks is positive for a suitable financial package to be forthcoming.

MOVED by Mr Bill Andrews **SECONDED** by Mr Bill Ludwig

That the Board **APPROVE** that QRL would act as a guarantor for the loan facility between Sunshine Coast Racing Pty Ltd ATF Sunshine Coast Racing Unit Trust and the approved bank.

The Chairman left the meeting at 12:15pm for an unscheduled meeting with the Minister. The Chair was assumed by Mr Andrews.

7.4 2009/10 TAB Race Club – Race Date Schedule

The Board **APPROVED** the second draft of the Race Date Schedule for consultation.

8.1 Race Information Legislation - Resolutions

Resolutions executed by the Chairman – See Attachment "B".

MOVED by Mr Tony Hanmer **SECONDED** by Mr Bill Ludwig

8.2 Policy on QRL's Commercial Decision Making

The Policy was provided to Mr Malcolm Tuttle for his consideration and review. Minor changes were amended to the Policy. The essence of the Policy did not change, therefore, consultation was not required.

The Board **NOTED** the Policy.

8.3 General Policy for Training and Development

This Policy has undergone the formal consultation stage whereby the Act requires the policy to be placed on QRL website and QRL Magazine for no less than 28 days. No consultation submissions were received during the consultation period.

The Board **APPROVED** the Final Policy.

SECTION 9 – IT & Communications

9.1 Board QRL Corporate Wear

This was **Noted** by the Board

SECTION 10 – GENERAL BUSINESS

The Board formally gave their thanks to Mr Paul Brennan for his tireless work so far at Corbould Park.

Board Succession

Following discussion at the December 2008 QRL Board Meeting, Mr Hanmer was requested by the Chairman to talk to fellow directors to resolve the issue of Directors retirement and renomination at the 2009 AGM.

Mr Bill Andrews agreed at the December 2008 QRL Board Meeting that he would retire at the 2009 AGM and offered himself for re-election. Messrs Ludwig, Hanmer and

Lambert indicated that they were unwilling to stand down at the 2009 AGM and contested the election of Directors through the current constitutional process.

Clause 15.4 of the Constitution of QRL states that two (2) Directors **must** retire at the first and second AGM following the initial term. Therefore, despite an unwillingness to retire amongst the QRL Directors, in addition to Mr Andrews, one (1) more QRL Directors must retire at the 2009 QRL AGM.

Mr Hanmer advised that following discussion with Mr Lambert, agreement had been reached that should the Palm Meadows development not proceed, Mr Lambert would retire at the 2009 AGM and not seek re-election to the QRL Board. Mr Lambert would however continue to act until the conclusion of the 2009 AGM.

Beaudesert Race Club

Mr Paul Brennan updated the Board on the concerns with the Beaudesert Race Club relating to the viability of the Club.

The Board acknowledge the contribution of the Beaudesert Race club with the SE Queensland horse population. Mr Andrews commented that the Board needed to take steps to ensure that the Beaudesert Race Club remain viable. The chairman advised that the board should consider taking over the Beaudesert facility in a similar matter to Cairns and license of the BRC to conduct the meetings.

Action Item: Mr Carter to explore a model looking at what are QRL responsibilities and what are the Clubs responsibilities at Beaudesert. Mr Brennan to have discussions with Beaudesert Race Club re their position and willingness to progress a different model.

Toowoomba Turf Club

Mr Smith provided the Board with an update in relation to the new horse training simulators acquired by QRL's Licensing Department.

The recent launched of the Rockhampton simulator received wide publicity and strong industry support.

The Board **RESOLVED** that:

- (a) Mr Peter Smith to write to the Toowoomba Turf Club (TTC) requesting them to use the EI money they received to build an air-conditioned facility to house the horse simulator.
- (b) Mr Smith to draft a Lease Agreement between TTC and QRL to lease the facility on a 10x10x10 year lease at \$1 rent per year.

Payment of Prizemoney

Mr Brennan and Mr Carter requested the board to consider the early payment of prizemoney under \$50,000 for the winning connections of swabbed horses that are awaiting clearance from the laboratory.

The Board **APPROVED** the payment of prize money of up to \$50,000 to the connections of swabbed horses awaiting testing clearance from the government laboratory.

MOVED by Mr Bill Andrew **SECONDED** by Mr Tony Hanmer

Mr Carter to liaise with Mr David Rowan and Ms Ali Wade to determine the date of the first payments and once this has been determined a media release is to be issued outlining the initiative and the benefits it will provide to stakeholders.

Meeting concluded at 12:45pm

Confirmed as a true record.

R G Bentley
Chairman
Dated...../...../2009



ATTACHMENT "A"

Mr Bob Bentley

Director of Tattersall's Limited
Director/Chairman of Sunshine Coast Racing Pty Ltd (ACN 120 875 363)
Director/Chairman of Australian Racing Board
Chairman of the Australian National Racing Committee

Mr Tony Hanmer

Member of the Sunshine Coast Turf Club

Mr Michael Lambert

Director of RISA
Director of the Trainers Service Centre

Mr Bill Ludwig

Secretary of the Australian Workers' Union (including signing of all correspondence and Industrial Instruments)
Member of the Brisbane Turf Club
Member of the Queensland Turf Club
Board Member of WorkCover Queensland

Mr Bill Andrews

Member of the Brisbane Turf Club
Member of the Queensland Turf Club
Member of the Thoroughbred Breeders Queensland Association.
Member of the Racehorse Owners' Association



'WBA3'

COOPER GRACE WARD

LAWYERS



Our Ref: DJG 10066435

Your business partner

18 November 2008

Mr Malcolm Tuttle
Chief Operations Manager
Queensland Racing Limited
PO Box 63
SANDGATE QLD 4017

Also By Email: mtuttle@queenslandracing.com.au

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Dear Malcolm,

**Draft Bill to amend the Racing Act 2002
Product and Program Agreement**

We refer to our meetings of 31 October 2008 and 4 November 2008.

We discussed the provisions of the Product and Program Agreement (PPA). The PPA was made on 9 June 2008 between TABQ, the Queensland Product Race Co Ltd (Product Co) and Queensland Principal Club (your predecessor), Queensland Harness Racing Board and Greyhound Racing Authority. By force of the provisions of the *Racing Act 2002*, Queensland Thoroughbred Racing Board was the body renamed from the Queensland Principal Club as the control body of the thoroughbred code of racing in Queensland and Queensland Racing Limited is the successor of the Queensland Thoroughbred Racing Board by force of provisions of the *Racing Act 2002* passed in 2006. By force of those provisions Queensland Racing Limited is entitled to the benefit of clauses and bound by the obligations contained in the PPA to the same extent as if it had been a party to the Agreement at the time of its execution.

In essence, PPA makes provision for, inter alia, the supply of certain information by you to UNITAB (the successor of TABQ).

PPA runs for a term of 15 years, being the term for which the Race Wagering Licence is granted to UNITAB pursuant to the *Wagering Act 1998*.

Clause 7.1 of PPA requires Product Co to annually prepare and submit to UNITAB a draft Queensland Racing Calendar and Queensland Racing Program.

Intellectual Property rights in the Queensland Racing Calendar and Queensland Racing Program under clause 7.3 are vested in Product Co to the extent to which Intellectual Property or rights of confidentiality exist in or in connection with the Queensland Racing Calendar or Queensland Racing Program.

Under clause 7.4 Product Co consents to the use by TABQ (UNITAB) of the Queensland Racing Calendar and the Queensland Racing Program solely for the conduct of the Race Wagering Business and for the purposes used by TABQ (as it was then) as at 26 May 1999.

Clause 7.4 goes on, in subclause (b) to provide that subject to clause 7.4(c), UNITAB (then TABQ) must not, without the prior written approval of Product Co:

- (i) *"disclose the Queensland Racing Calendar or the Queensland Racing Program to any third party unless it is necessary or desirable for the conduct of the Race Wagering Business or Existing Purposes;*

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- (ii) *use the Queensland Racing Calendar or Queensland Racing Program for any purpose other than for the conduct of the Race Wagering Business or Existing Purposes;*
- (iii) *publish, broadcast, sell, licence or otherwise deal with the Queensland Racing Calendar or the Queensland Racing Program except to the extent necessary or desirable for the conduct of the Race Wagering Business or Existing Purposes."*

Clause 7.4(d) carves out information that has ceased to be confidential or that is in the public domain as information to which the restrictions apply. This is the clause we think intended to be referred to in clause 7.4(b) as clause 7.4(c). There appears to be no clause numbered clause 7.4(c). But clause 7.4(d) refers back to clause 7.4(b) and the text of the two clauses makes it logical that the reference in clause 7.4(b) to clause 7.4(c) was intended to refer to the next clause which for reasons that are not apparent is numbered clause 7.4(d)

Clause 7.4(e) emphasis the Intellectual Property position by stating that nothing in clause 7.4 gives UNITAB (then TABQ) an interest in the Intellectual Property subsisting in the Queensland Racing Calendar or the Queensland Racing Program greater than otherwise given by the PPA.

Clause 7.4(f) provides as follows:

"for the avoidance of doubt nothing in this Agreement prevents or restricts TABQ using or acquiring the rights to use the Queensland Racing Calendar, Queensland Racing Program, Australian Racing Product, Marketing Rights or any other information or intellectual Property Rights in respect of Racing from any other party in connection with any other business, product or service of TABQ other than the Race Wagering Business or Existing Purpose and TABQ shall have no liability to pay or otherwise compensate any Queensland control body or Product Co for or in respect of such uses".

The effect of subclause (f) is to permit UNITAB to acquire any of the information or rights to use specified in the subclause in respect of Racing from any other party in connection with any other business, product or service...other than the Race Wagering Business or Existing Purpose. It is evident from the content of clause 7 that it is the intent that, subject to the other provisions of the Agreement of PPA, UNITAB acquires rights to the Queensland Racing Calendar, Queensland Racing Program, Australian Racing Product Marketing Rights in respect of the Race Wagering Business and Existing Purposes from Product Co and any other Racing information from any one else without making payment of any compensation to the Queensland Control Body or Product Co. The reference to the "Australian Racing Product, Marketing Rights or any other information or Intellectual Property rights in respect of Racing" may seem somewhat out of context in clause 7.4 where clause 7 otherwise deals with only the Queensland Racing Program and Queensland Racing Calendar. However what it does is to clarify that where TABQ does acquire rights to use that IP from any other source, it has no liability to pay or otherwise compensate a Queensland control body for in respect of such uses. Clause 9, which otherwise deals with the supply of Australian Racing Product, does not deal with it other than in clause 9.5(a) which deals with alternative means of "supply"- not "use" to which clause 7.4(f) refers.

Clause 7.5 provides an exclusivity regime in the following terms:

- (a) Product Co is to be the exclusive supplier to UNITAB for the Race Wagering Business of the Queensland Racing Calendar and the Queensland Racing Program. (This fits with what we said about clause 7.4(f).)
- (b) It prohibits the supply of the Queensland Racing Calendar or the Queensland Racing Program "to any other person for any use directly or indirectly relating to wagering on racing without the prior written consent of TABQ". It then provides the consent is not to be unreasonably withheld where no amount is payable or other consideration or benefit is directly or indirectly received for or in respect of such supply. It then carves out reciprocal supply of Australian Racing information to any Interstate Racing Entities where no amount is payable or other consideration or benefit is directly or indirectly received. Interstate Racing Entities is defined in PPA to mean "any club, society, association, corporation or body of persons (whether corporate or incorporate) by whatever name called which has been or is established in any jurisdiction in the

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Commonwealth of Australia (other than Queensland) for the purpose of conducting or controlling races of galloping horses, trotting horses or greyhounds or information used in the conduct of such racing and includes any person who conducts or controls such Racing or information used in such Racing."

This would include the supply of information to corporate bookmakers or to clubs outside of Queensland for the purpose of the conduct of racing galloping horses (as relevant to your code of racing). Again, the carve out for the supply of information to those entities is limited to where no amount is payable or other consideration or benefit is directly or indirectly received.

Subclause (c) permits the provision of Queensland Racing Calendar in Queensland Racing Program to persons specified in Schedule 4 for such part and at such times and purposes as it was provided at 20 May 1999, provided that the provision of that information is for no amount payable or other consideration or benefit, directly or indirectly received. Subclause (c) provided that, if there is a consideration or other benefit received, the Product Fee reduces in accordance with clause 10.2(d) by such amounts as are payable or other considerations or benefits directly or indirectly received.

Clause 10.2 provides that UNITAB is irrevocably authorised to deduct and set off from the fee payable pursuant to 10.1, relevantly

"(d) the amount calculated in accordance with clause 7.5(c)"

Subclause (d) of 7.5 concludes the clause by requiring Product Co and the Queensland Control Bodies to provide UNITAB on request, information concerning the provision of the Queensland Racing Calendar to any other persons including all terms of any relevant arrangements. This would provide UNITAB with an effective means of knowing what amount or amounts or consideration is payable so that the 10.2(d) deduction may be made from the Product Fee from an amount or amounts received in respect of the provision of information to others.

However, as 7.5(c) relates only to the provision of information to persons set out in Schedule 4 (other control bodies), that clause does not apply to the provision of the Queensland Racing Calendar or the Queensland Racing Program to other bodies. Rather 7.5(b) applies to that supply.

Clause 9, with the exception mentioned above, deals with similar matters to clause 7 and those provisions are discussed in more detail below.

Clause 10.1 provides for the payment of a fee during the term of the PPA. It sets out various periods in which various amounts are payable. Relevantly, now, it is in the period from the fourth anniversary of the date of privatisation of the TABQ. During the period from that date, a variable amount equal to 39% of the gross Racing Wagering Revenue for the month (or prorated for any part of the month) for which the PPA applies. Then 10.2 (aside from (d) mentioned above) authorises a deduction or an off set from the Product Fee of, inter alia, a Third Party Charge. A Third Party Charge is defined to mean *"the amount of any fee payable or other consideration given by TABQ to obtain the equivalent of the Australian Racing Product and the costs and expenses incurred by TABQ in procuring the equivalent of the Australian Racing Product from a source other than Product Co"*.

Clause 1 is quite specific about adjustments to the payment of the fee. In its opening words, it says "Subject to clause 10.2....." It does not say "subject to the provisions of clause 7.4(f)" nor does it make it subject to any other clause and it is reasonable, we think, to assume that had it been intended that the fee payable, if it was to be affected by any other specific or general clause of the contract, it would have said so. The fact that the draftsman choose to confine the language of the adjustment to just clause 10.2 and nothing else, lends itself to the proposition that the extent of adjustment rights was to those matters outlined in clause 10.2 and nothing else.

RISA provides Australian Racing Product to UNITAB. Accordingly, the costs of acquiring the Australian Racing Product from RISA will be deductible as a Third Party Charge from the amount of the Product Fee pursuant to clause 10.2 (c).. That would similarly apply with any other costs of obtaining such information of racing information.

Section 33A of the Racing Administration Act 1998 and Regulation 16 of the Racing Administration Regulation 2005 enables Racing New South Wales, the New South Wales control body for thoroughbred racing, to charge a fee of 1.5% of the wagering turnover that relates to a race or class of races covered by the approval, in respect of the *publication* in Australia of a NSW race field

made in the course of wagering operations of a licensed wagering operator. We note that you have said that the NSW Parliament proposes to change the law to refer to "use" and not "publish". If that occurs, it will simplify it if it uses the same terminology as the proposed Queensland Bill.

Proposed amendments to the *Queensland Racing Act 2002* empower Queensland Racing to impose a fee for the **use** of information.

Relevantly, clause 113E of the draft Bill authorises the control body to impose a condition that the holder of an authority pay the control body a fee for the **use** of Queensland race information for the conduct of the holder's wagering business for the code of racing (the emphasis is ours). Clause 113E(6) of the draft Bill authorises the control body in imposing a condition under subclause 3(a) to take into account any other fees payable to it by the holder of the authority under any agreement between the control body and the holder of the authority. This would mean that in granting UNITAB an authority, the amount of any fee payable by UNITAB should take account of the amount payable by UNITAB under clause 10 of PPA.

You ask as to whether the provision by Racing New South Wales of Australian Racing Product to UNITAB for a fee, pursuant to New South Wales legislation, entitles UNITAB, pursuant to clause 10.2(c) of PPA, to deduct the amount paid to Racing New South Wales from the amount of the Product Fee payable under clause 10.1 to Product Co.

On the basis that the New South Wales legislation imposes a charge for the publication of information and not the supply of information, in our view the amount payable is not for the "obtaining" of the Australian Racing Product or the "procuring" of it as provided in the definition of "Third Party Charge" in clause 1.1 of PPA.

The PPA makes express provision in clause 7.1 for the **supply** of the Queensland Racing Calendar and in 7.2 for the **supply** of the Queensland Racing Program and then after dealing with intellectual property rights in clause 7.3, specifically and separately deals with the permitted **use** of that information, then clause 7.5 deals with **restrictions** on Product Co's and the Queensland Racing's **supply** of information elsewhere.

Amendments to the legislation do not authorise Queensland Racing to impose a charge on the supply of information. Indeed, Queensland Racing does not supply Australian Racing Product to other bodies, rather from what you have instructed us *RISA supplies* the information. The legislation imposes a right on Queensland Racing as the control body under the Racing Act for the thoroughbred code of racing in Queensland, to charge a fee for its **use**. That is, *RISA* will charge a **fee for the supply of information** but *Queensland Racing*, pursuant to its rights created by statute, will be empowered to impose a **charge for its use** subject to the provisions of clause 113E(6) of the draft Bill mentioned above.

The charge is a new charge and is not one dealt with by PPA. In essence, UNITAB will not pay twice because pursuant to clause 113E(6) of the draft Bill (assuming legislation in that form or to that effect is enacted in Queensland) will empower you to take account of the fee payable to UNITAB and, acting fairly, you would deduct from the amount of any fee that you would impose under the Act for the use of that information, the amount payable under PPA for the supply through *RISA* and use of the Queensland Racing Calendar and Queensland Racing Program.

However any fee paid by UNITAB to *RISA* would in our opinion be deductible from the amount payable as the Product Fee as legitimately falling within the definition of a Third Party Charge.

Summary

1. Queensland Racing will be entitled to impose a fee in respect of the **use** of Queensland Racing information to any licensed wagering operator (as defined to include:
 - "a wagering operator that holds a licence or other authority –
 - (a) under the law of a State or foreign Country; or
 - (b) issued by a control body, or a principal racing authority of another State or a foreign Country

authorising it to conduct a wagering business."

2. The amount to be charged to UNITAB in respect of an authorisation to use that information provided under PPA will take account of the amount payable under clause 10.1 of PPA.
3. In our opinion, the amount of the Product Fee payable under 10.1 will not be the subject of any offset or deduction under 10.2 (c) as and by way of a Third Party Charge in respect of monies paid to anyone else for the provision of Australian Racing Product (as defined under the PPA) where that **fee is not paid for obtaining or procuring** the amount but rather for **the use or publication of it** under legislation empowering that body to charge a fee in respect of the publication or use of that information, as distinct from obtaining or procuring it.

Observation /Discussion

In discussion, the question as to whether an argument that a charge for the right to use or publish information obtained at a cost (obtained or procured or supplied) may be seen as somewhat of semantics, that concern would arise because no party would commercially obtain, procure or have supply of information which did not carry with it the right to use it.

Whilst that may commercially be the intent, where by legislative intervention, Parliaments of States or Territories impose, subsequent to a date of an agreement to supply, a specific legislative provision enabling a charge to be made for the use or publication of that information, in our view, it is proper that the charge be imposed so long as it does not "double dip". The Queensland legislation specifically imposes a carve out for the PPA by requiring you in considering the imposition of a condition on the authority to take account of any other fee payable. That, from a legislative point of view, makes sense and prevents any duplication of cost on UNITAB. That prevents double dipping from your point of view.

We understand that it is the intent of Parliament that the financial arrangements within Wagering be restructured to provide a benefit to industry through payments raised by the control body pursuant to the amending legislation. Accordingly, it is quite proper that these charges be collected without deduction. They are a charge imposed under statute which alters the way industry is funded by transferring a part of the wagering turnover to the industry control body for the benefit of the industry it serves.

Clause 9 of PPA provides for the supply by Product Co of Australian Racing Product to UNITAB. A similar regime to clause 7 applies. Clause 9.4 provides that Product Co will be the exclusive supplier of Australian Racing Product to UNITAB for the use in the Race Wagering Business. Again, it makes that subject to clause 9.5 which provides for the right of UNITAB to procure Australian Racing Product from alternative sources of supply if Product Co cannot procure the Australian Racing Product it is required to supply to UNITAB or cannot comply with the requirements of UNITAB in relation to the format in which UNITAB requires that information.

Clause 9.5 enables UNITAB to procure the equivalent of that information from another source and incur a Third Party Charge which in turn will be deducted under clause 10.2 (c) from the amount of the Product Fee payable under clause 10.1. Again, the amount of the Third Party Charges is in respect of the procurement (see the language of clause 9.5(a) and the definition of Third Party Charge – "obtain" and "procuring"). The charges imposed elsewhere are for the publication (New South Wales) (perhaps to become "use" through an amendment to the law) are not for the "supply" or "procuring" or "obtaining" of that information and therefore are not a Third Party Charge for the purposes of the PPA. Hence they are not deductible from the amount of the Product Fee payable under clause 10.1 by reason of anything provided in clause 10.2.

We have looked at some cases in the meaning of the words "supply", "publish" and "use".

Dealing with those in alphabetical order:

- "Publish" is an act of the author surrendering for public use. However, the use of material is not necessarily a publication of it.

The "ordinary" meaning is "made public,": *Boucicault -v- Chatterton* (1876), 5Ch.D.267, C.A., per Brett, L.J., at page 281.

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For a newspaper, it is considered that "publishing" means "when and where it is offered to the public by the proprietor." Cozens-Hardy J. in *McFarlane -v- Fulton* [1899] 1Ch. 884 at pages 888 and 889 made these observations and referred to Webster's definition of the word as follows: "To send forth as a printed work, either for sale or general distribution."

To publish racing material for the purpose of the *New South Wales Racing Administration Act*, means the sending of it for sale or other general distribution.

- "Supply" has been considered in a variety of cases. In the context of supply of gas and electricity and water, it has been considered as the point of which the water is made available for consumption (*A-G -v West Gloucestershire Water Co* [1909] 2Ch. 338). Further in *A.G -v- Leicester Corporation* [1910] 2Ch. 359, it was held that "a power to a municipal authority to supply electric energy to customers, does not authorise it to sell or hire out apparatus for the use of the energy; the "supply" is completed at the customer's terminal; the installation of electricity and the provision of fittings is a separate business incidental to the use but not to the supply of energy.
- The term "Use" is described in Johnson's dictionary as "to employ to any purpose". In re *Neuchatel Asphalte Co.'s Trade Mark* [1913] 2Ch. 291, Sargent J. said, at page 301: "I do not think that the fact that a person has improperly said, in the direct or other publication, that A.B. is the proprietor of a trade mark is a 'use' of the trade mark by the person who has made the statement [within the Trade Marks Act 1938]. If he had been authorised by A.B. to make that statement, it would be a 'use' of the trade mark by A.B., but not via the person who has made the incorrect statement."

This is where the difference lies between "supplying" and "using", and the difference also lies between "supplying" and "publishing". A person might buy a gun but be prohibited from using it without a license. Similarly a person might buy a car but may not have a licence to drive it and therefore might not be able to use it in the sense of drive it because he is not authorised by law to use it for a particular purpose.

Whilst there is a wide definition given to the use of the terms in various legislation, the intention of the PPA in having different paragraphs for "supply" and "use" is consistent with those terms being seen as separate and distinct functions. This is consistent with the above cases.

So where the government enacts a law to enable the imposition of a condition to charge for the use of Racing Materials, that is not a supply and therefore the rights that arise under clause 10.2 to offset Third Party Charges in association with supply or provision will not apply, in our view.

Butterworths Concise Australian Legal Dictionary 2nd Edition, defines "supply" to mean "to furnish or provide. In relation to goods, include supply by way of sale (including re-supply), exchange, lease, hire or hire purchase. In relation to services, "supply" includes to provide, grant, or render services for valuable consideration. In relation to goods and services, it includes donating for promotional purposes." The same dictionary defines "use" as "the right to benefit from" or "to employ or utilize". This again distinguishes supply (a provision for the conferring of rights from using which is an application of something that has been supplied). There is an important and necessary distinction between supply and use. A haulage contractor who hired out vehicles and drivers to another company, to operate solely under the control of that company, was the "user" of those vehicles for the purposes of the *Transport Act 1968* (section 60): *Sykes -v- Millington* [1953] 1Q.B.770.

If you wish to discuss any aspect of the above, please do not hesitate to contact us.

Yours faithfully
COOPER GRACE WARD



David Grace
Partner
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Queensland Race Product Co Ltd

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PO Box 63 Sandgate Qld 4017
Phone: (07) 3869 9725 Facsimile: (07) 3269 6715

Minutes of Queensland Race Product Co Ltd General Meeting

Board Room
Queensland Racing
Racecourse Road, Deagon

Monday 4 December 2008

Present: Tony Hanmer - Queensland Racing Limited (Chairman)
Bill Ludwig - Queensland Racing Limited
Bill Andrews - Queensland Racing Limited
Kerry Watson - Greyhounds Queensland Board

Also in Attendance: Michael Godber - Harness Racing Queensland
(*proxy from Bob Lette*)

Apologies: Michael Lambert - Queensland Racing Limited
Bob Lette - Harness Racing Queensland

Minutes: Donna Biddle

The Chairman commenced the meeting at 10.10am.

1. Apologies

Apologies were received from Mr Michael Lambert (Queensland Racing Limited).

It was **NOTED** that Mr Lambert had provided Mr Hanmer with his proxy for this meeting and the original proxy was tabled.

Apologies were received from Mr Bob Lette (Harness Racing Queensland).

It was **NOTED** that Mr Lette had provided Mr Godber with his proxy for this meeting and the original proxy was tabled.

It is also **NOTED** that Mr Godber will become an alternate Director of Queensland Race Product Co Ltd (QRPC) as of the next meeting.

1.2 Declarations of Conflict of Interest

Directors are required by the *Corporations Act 2001* to disclose any material personal interest in a matter relating to the affairs of the Company.

There were no other additional Declarations of Conflicts of Interest.

1.3 Confirmation of Minutes – 28 March 2008

The Board made the following amendments to the minutes:-

To be added to Meeting Attendees – Mr Robert Bentley, Queensland Racing.

The Directors **NOTED** the minutes of the previous meeting 15 October 2007.

MOVED by Mr Ludwig **SECONDED** by Ms Watson

2.1. Race Field Legislation

The Board **AGREED** that:

- It was discussed at some length whether the role of QRPC should continue. It was unanimously agreed that the benefits of the existing arrangements outweighed any alternatives and Product Co will continue.

MOVED by Mr Godber **SECONDED** by Ms Watson

The Board **AGREED** that:

- The Threshold level of turnover will start at \$5M with a 1.5% of Gross Turnover being applied.

MOVED by Mr Godber **SECONDED** by Mr Andrews

The Board **AGREED** that:

- The application of all fees, charges, costs and processes will reflect QRPC Ltd distribution agreement;
- Advertising, Application Forms for Authorisation, Race Information Policy and other administrative issues will be the responsibility of Executive Management of each code ultimately reporting to the Board.

The above items were voted on and the **MOTION** was carried unanimously.

2.2 Letter from David Grace of Cooper Grace Ward

Mr. Hanmer updated the meeting on advice he had sought from alternative legal practitioners and the Racing Office, and on the letter received from Cooper Grace Ward. This letter, already previously circulated to all members, addressed to Queensland Racing, is code specific. However it's contents were **NOTED** by the board.

2.3 Queensland Race Information Legislation

Mr Hanmer updated the board on the Queensland Race Information Legislation

The Board **NOTED** the update.

3. Items for Noting

It was **AGREED** that all Directors would write to QRPC Ltd to confirm their acceptance of 1.5% Gross Turnover being applied to Threshold.

MOVED by Mr Andrews **SECONDED** by Mr Ludwig

4. General Business


4.1 Board dates for 2009 will be circulated in due course.

4.2 The Board **APPROVED** the delegation of \$15,000 for professional services provided to QRPC in relation to the Racefield Legislation issues. Mr Hanmer will be signatory for these costs. These costs will be presented to the Board.

The meeting concluded at 10.48 am.

The next Board Meeting will be held in March at a date to be advised.

Confirmed as a true record.


Chairman

5 March 2009
Date

Queensland Race Product Co Ltd

ABN No: 85 081 743 722
Racecourse Road Deagon Qld 4017
PO Box 63 Sandgate Qld 4017
Phone: (07) 3869 9725 Facsimile: (07) 3269 6715

Minutes of Queensland Race Product Co Ltd

Board Room
Queensland Racing
Racecourse Road, Deagon

Thursday, 5 March 2009

- Present:** Tony Hanmer- Queensland Racing Limited (Chairman)
Bill Ludwig - Queensland Racing Limited
Bill Andrews - Queensland Racing Limited
Kerry Watson - Greyhounds Queensland Limited
Michael Lambert - Queensland Racing Limited (by telephone)
Michael Godber - Queensland Harness Racing Limited
- Other Attendees:** Malcolm Tuttle - Queensland Racing Limited
Adam Carter – Queensland Racing Limited
Paul Brennan – Queensland Racing Limited
David Grace – Cooper Grace Ward Lawyers
- Minutes:** Shara Murray – Queensland Racing Limited

The Chairman commenced the meeting at 11:30 am.

1. Apologies

No apologies were noted.

1.2 Declarations of Conflict of Interest

Directors are required by the *Corporations Act 2001* to disclose any material personal interest in a matter relating to the affairs of the Company.

There were no other additional Declarations of Conflicts of Interest.

1.3 Confirmation of Minutes – 4 December 2008

The Directors **NOTED** the minutes of the previous meeting 4 December 2008.

MOVED by Mr Andrews **SECONDED** by Mr Godber

2.1. Constitution/Issues (David Grace – Presentation)

2.1.1 Constitution

Mr David Grace provided the Board with the following advice:

A review of the constitution and the 2008 amendments to the *Racing Act 2002* contained in the Revenue Law Amendment Act 2008 indicates a need for one amendment to the objects of the Company so that the company can carry out collection of control body fees in accordance with the objects contained in its constitution.

The only amendment required is to object clause 3.1, which currently states:

"The Company is established to encourage animal racing by acting as agent for the Queensland Racing Industry in its relationship with TABQ."

That clause should be amended by the addition of the words:

"and other persons for the purpose of the Racing Act 2002 as amended by section 13 of the Revenue Law Amendment Act 2008."

The effect of the amendment is to ensure the objects go beyond a relationship with TABQ as intended in the original object and to extend to other stakeholders such as licensed wagering operators as necessary under the amending legislation.

The Board **NOTED** Mr Grace's advice.

The Chairman advised Mr Grace that the Constitution of the Company also needed modification in relation to the following:

- (a) revolving of directors
- (b) reflection of the 3-Codes now being corporate entities, and
- (c) general drafting and cross referencing.

The Board **RESOLVED** that David Grace of Cooper Grace Ward Lawyers update/modify the Constitution of the Company.

The Board **APPROVED** the delegation of \$10,000.00 for professional services provided to the Company in relation to the update/modification of the Constitution. The Chairman will be signatory for these costs. These costs will be presented to the Board.

MOVED by Mr Godber **SECONDED** by Mr Andrews

2.1.2 Cooper Grace Ward Tax Invoice

At its 4 December 2008 Board Meeting, the Board approved the delegation of \$15,000.00 for professional services provided to the Company in relation to the Race Fields Legislation issues.

Due to unforeseen circumstances, additional work was required to be carried out by Cooper Grace Ward in relation to race information, and as such, the tax invoice received in relation to this matter was greater than first approved - **\$18,325.45**.

Mr Grace also advised the Board that additional work carried out by his firm is yet to be billed, this amount being in the vicinity of \$5,000.00.

The Board **RESOLVED** the following:

- (a) the current tax invoice received from Cooper Grace Ward for the amount of \$18,325.45 be approved, and
- (b) an additional \$5,000.00 be approved for professional services to Cooper Grace Ward in relation to Race Information Legislation. The Chairman will be signatory for this cost and such cost will be presented to the Board.

2.1.3 Product and Program Agreement

The Board **NOTED** Mr Grace's letter to Malcolm Tuttle of Queensland Racing Limited dated 18 November 2008.

Mr Lambert and Mr Andrews noted advice from Mr Grace, if correct, raised fundamental issues that needed to be formally resolved either by Senior Counsel advice or by obtaining advice from Government of the original intent of the Product and Program Agreement (Agreement).

The Chairman expressed his concerns and noted that the Company should meet with UNITAB to seek a variation of the Agreement in order to reflect the legal position at hand and the commercial intention of 'supply' and 'use' when the Agreement was first drafted.

The Chairman also stated that the Office of Racing was of the similar view; the commercial intention of the Agreement differs to that of the legal position at hand. Mr Godber and Ms Watson concurred with the Chairman.

The Board **RESOLVED** that the Chairman correspond with Mr Mike Kelly of the Office of Racing in relation to this matter. The Chairman is to seek the view of Government in relation to the commercial intent of the Agreement when first drafted and the current legal views in relation to Race Fields Legislation and its impact on the Agreement.

MOVED by Mr Godber **SECONDED** by Ms Watson

2.2 Product and Strategy Committee meeting - update

The Chairman updated the Board in relation to the Product & Strategy Committee Meeting held on Tuesday, 17 February 2009.

The Board **NOTED** the update.

2.3 Race Information Legislation - update

Mr Adam Carter updated the Board in relation to the implementation of Queensland Race Information Legislation.

The Board **NOTED** the update.

2.4 Expansion of fixed Betting by UNITAB

The Chairman updated the Board after meeting with the Directors of UNITAB and was able to report that following a question from Mr. Brennan, UNITAB would be updating and expanding their

fixed betting product. Currently, UNiTAB do not control the book of fixed betting product, this is held by TABCorp. It is UNiTAB's intention that during the year their own product will be introduced which will expand into secondary TAB products as well as soccer, AFL and other sports. UNiTAB have promised to keep Product Co updated as this new product comes on-line.

2.5 Draft Racing Programme

Mr Paul Brennan updated the Board in relation to the Thoroughbred TAB, Non-TAB and Betting Meeting Schedule for the 2009/2010 financial year.

The Board **NOTED** the update.

The Board further **NOTED** that the final 3 – Code Race Date Schedule will be provided to the Board for consideration by the end of March 2009.

The Board **RESOLVED** to consider this Race Date Schedule via Flying Minute.

MOVED by Mr Ludwig **SECONDED** by Ms Watson

2.6 Results for Codes

Mr Carter updated the Board in relation to the total wagering growth on a YTD basis compared to last year.

The Board raised its concerns in relation to the Queensland v National figures.

The Board requested that Mr Carter continue to monitor these figures.

The Board **NOTED** the update.

3. Items for Noting

Date of Letter	From / To	Subject
16 February 2009	Mr Andrew Twaits Chief Executive Officer Betfair	Queensland Race Fields
18 February 2009	Mr Brad Tamer Divisional General Manager Wagering UNiTAB	Cushion Track – Corbould Park - Caloundra
5 March 2009	Mr Andrew Twaits Chief Executive Officer Betfair	Queensland Race Fields

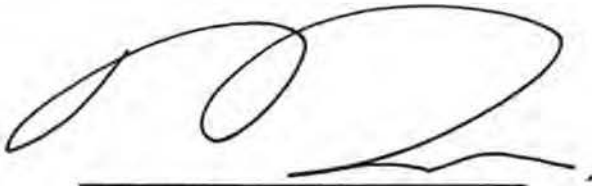
The Board **NOTED** the correspondence sent and received.

4. **General Business**

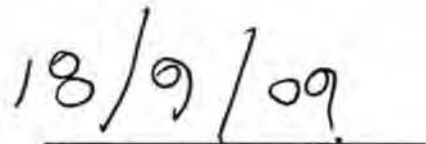
4.1 Board dates for 2009 will be circulated in due course.

The meeting concluded at 1:45pm.

Confirmed as a true record.



Chairman



Date



Queensland Race Product Co Ltd ✓

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Phone: (07) 3869 9725 Facsimile: (07) 3269 6715

Minutes of Queensland Race Product Co Ltd

Inquiry Room
Queensland Racing
Racecourse Road, Deagon

Thursday, 4 June 2009

- Present:** Tony Hanmer- Queensland Racing Limited (Chairman)
Bill Andrews - Queensland Racing Limited
Kerry Watson - Greyhounds Queensland Limited
Michael Lambert - Queensland Racing Limited (by telephone)
Michael Godber - Queensland Harness Racing Limited
Bob Lette – Queensland Harness Racing Limited
- Other Attendees:** Adam Carter – Queensland Racing Limited
David Grace – CooperGraceWard Lawyers
- Minutes:** Shara Murray – Queensland Racing Limited

The Chairman commenced the meeting at 12:00 pm.

1. Apologies

An apology was **NOTED** by Mr Bill Ludwig.

1.2 Declarations of Conflict of Interest

Directors are required by the *Corporations Act 2001* to disclose any material personal interest in a matter relating to the affairs of the Company.

There were no other additional Declarations of Conflicts of Interest.

1.3 Confirmation of Minutes – 5 March 2009

Clause 2.1.3 Product and Program Agreement

Delete paragraph:

'Mr Lambert and Mr Andrews noted that they fundamentally agree with the advice provided by Mr Grace, and as such, action should be taken against UNITAB.'

Insert paragraph:

'Mr Lambert and Mr Andrews noted advice from Mr Grace, if correct, raised fundamental issues that needed to be formally resolved either by Senior Counsel advice or by obtaining advice from Government with its intention of the Product and Program Agreement (Agreement).'

Clause 2.4 Expansion of fixed Betting by UNITAB

Page 4, 2nd line, delete:

'...be TabCorp...'

Insert:

'...by TABCORP...'

The Directors **NOTED** the minutes of the previous meeting of 5 March 2009.

MOVED by Mr Andrews **SECONDED** by Mr Godber

Motion carried.

2.1. Formal Response – Mr Mike Kelly – Product and Program Agreement

Date of Letter	From / To	Subject
31 March 2009	Mr Tony Hanmer, Chairman of Product Co to Mr Mike Kelly, Office of Racing	Product and Program Agreement
28 May 2009	Mr Mike Kelly, Office of Racing to Mr Tony Hanmer, Chairman of Product Co	Product and Program Agreement

The Board **NOTED** the correspondence sent and received.

The Board **AGREED** that Mr Kelly's letter of 28 May 2009 did not provide the view of Government in relation to the commercial intent of the Product and Program Agreement (Agreement) when first drafted, and did not provide the current legal views of Government in relation to Race Information Legislation and its impact on the Agreement.

The Board **RESOLVED** that:

- (a) the Chairman meet with Mr Mike Kelly of the Office of Racing to discuss the matter of the commercial intent of the Agreement when first drafted, and
- (b) the Chairman send a further letter to Mr Mike Kelly of the Office of Racing confirming the advice provided as per (a) above.

MOVED by Mr Lambert **SECONDED** by Ms Watson

Motion carried.

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2.2 Financials

Mr Adam Carter updated the Board in relation to the implementation of Race Information Legislation and the fees charged by States.

Mr Carter advised the Board the following:

- (a) total fees incurred by the codes as at 30 April 2009 - \$9,559,992
- (b) total fees recovered as at 2 June 2009 - \$10,480,460, and
- (c) the estimated RFIF revenue to Qld to charge on information provided by operators from 1 September 2008 to 30 April 2009 - \$8,357,511 (this does not include Betfair).

The Board **NOTED** the update.

Mr Carter advised that all codes should be following up all outstanding debts in line with the Race Information conditions. In relation to Corporate Bookmakers and funds received, Mr Carter recommended that the monies received should be quarantined by each individual code, should any court proceedings be commenced.

The Board **AGREED** and **RESOLVED** that each Director take the above recommendation to their each individual Board.

Mr Carter noted to the Board that no applications for authorisation had been received by overseas corporate bookmakers.

The Board **RESOLVED** that Mr Peter Smith, QRL Licensing and Training Manager, as a matter of urgency, write to New Zealand, UK and Hong Kong bookmakers in relation to Queensland Race Information Legislation. Mr Smith to e-mail a copy of his correspondence to Mr Darren Beavis, Chief Executive Officer of Harness Racing Queensland.

MOVED by Mr Andrews **SECONDED** by Mr Lette

Motion carried.

2.3 David Grace

Constitutional Amendments

Mr David Grace advised the Board that the Constitution of the Company needed modification in relation to the following:

- (a) conflicts of interest
- (b) revolving of directors
- (c) reflection of the 3-Codes now being corporate entities, and
- (d) general drafting and cross referencing.

Mr Grace advised the Board that he would provide the Company with a revised Constitution by early August 2009 for the Board's consideration and review – this would allow adequate time for the Board to consider the amended Constitution prior to it being passed at the Company's AGM in November 2009.



RISA Participation Agreement

Mr Grace updated the Board in relation the RISA Participation Agreement, whereby the vesting of the intellectual property rights (IP Rights) concerning Queensland Racing Limited is conflicted. The Product and Program Agreement and the RISA Participation Agreement conflicts in relation to which entity owns the IP Rights for the supply of Queensland thoroughbred racing.

The Board **RECOMMENDED** that Mr Grace seek to clarify the position of the Company in relation to its IP Rights for the supply of Queensland thoroughbred racing

CooperGraceWard Tax Invoice

Mr Grace advised the Board that the additional work to be carried out by his Firm in relation to the position of the Company concerning its IP Rights would be in the vicinity of \$5,000.0 (excluding GST).

The Board **RESOLVED** that an additional \$5,000.00 (excluding GST) be approved for professional services to CooperGraceWard in relation to the position of the Company concerning its IP Rights. The Chairman will be signatory for this cost and such cost will be presented to the Board.

MOVED by Mr Lette **SECONDED** by Mr Andrews

Motion carried.

2.4 Future Dates

The Board **NOTED** the future dates and times listed.

3. Items for Noting

The Board **NOTED** the correspondence sent and received, as per agenda item 2.1 .

4. General Business

4.1 Board dates for 2010 will be circulated in due course.

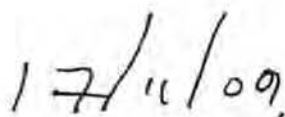
4.2 Ms Watson **NOTED** that she would be appointing Mr Darren Beavis as her Alternate Director. Ms Watson to provide Ms Shara Murray with necessary correspondence.

The meeting concluded at 12:55pm.

Confirmed as a true record.



Chairman



Date