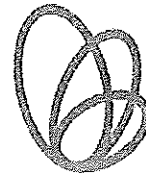


28 June 2010

Mr Malcolm Tuttle



**RACING
QUEENSLAND**

Racing Queensland Limited
A B N. 52 142 786 874
Racecourse Rd Deagon QLD 4017
PO Box 63 Sandgate QLD 4017
T 07 3869 9777
F 07 3269 6404
E info@racingqueensland.com.au
W www.racingqueensland.com.au

PRIVATE AND CONFIDENTIAL

Dear Malcolm,

As we have discussed, I am delighted to offer you the position of Chief Executive Officer with Racing Queensland Limited (RQL).

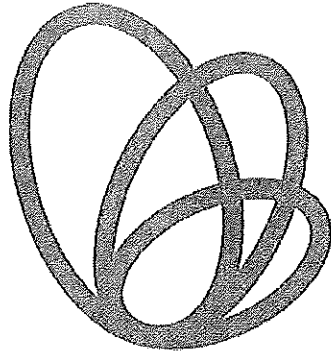
The attached Offer of Employment sets out the terms and conditions of employment that are being offered. If you accept this Offer of Employment, then a binding employment agreement will be created between you and RQL. Your start date in this position will be the date when RQL becomes the new racing control body in Queensland. This is scheduled to be 1 July 2010. You should not sign the enclosed Offer of Employment until 1 July 2010, when RQL commences operations. In the meantime, it would be appreciated if you could sign and return the enclosed Acceptance Declaration.

If you have any questions regarding the enclosed offer please don't hesitate to contact me.

Congratulations on your appointment. I am looking forward to working with you in future.

Yours sincerely

Bob Bentley
Chairman
Racing Queensland Limited



RACING QUEENSLAND

OFFER OF EMPLOYMENT

CONFIDENTIAL

Made by:

Racing Queensland Limited; ACN 142 786 874

To:

Malcolm Tuttle

1. OFFER OF EMPLOYMENT

- 1.1. Racing Queensland Limited ACN 142 786 874 (referred to in this document as "RQL") wishes to offer Malcolm Tuttle (referred to in this document as "you" or "your") employment in the position of Chief Executive Officer.
- 1.2. This document sets out the complete terms of the contract of employment that is being offered to you and it supercedes and replaces entirely any prior agreed terms regarding your employment with RQL. If you think that there are any other agreed terms not included in this document, please advise the Chairman of the Board, Mr Bob Bentley, before you sign this document.
- 1.3. Once this document has been signed by you it will become a binding contract of employment between you and RQL.

2. ENGAGEMENT

- 2.1. You shall be employed by RQL as Chief Executive Officer and in such other offices or capacities, as may from time to time be assigned to you, in accordance with the terms of this Agreement. You will report to the Board of Racing Queensland Limited or its nominated delegate.
- 2.2. The duties that you perform will be in line with your position description and may vary from time to time in accordance with the terms of this Agreement and business requirements. If your duties do vary, the terms and conditions set out in this Agreement will continue to apply unless otherwise agreed in writing.
- 2.3. You agree that RQL may alter your position from time to time, including changing your title, your duties and your workplace, provided that the altered position is reasonably comparable or an adequate alternative position to your position prior to the change. You agree that changes of that nature will not give rise to any termination, separation or redundancy entitlements.
- 2.4. This contract is for a term commencing 1 July 2010 and expiring 30 June 2013.
- 2.5. RQL will, before 1 July 2012, negotiate with you any extension of time of this contract beyond 30 June 2013.

3. PLACE OF WORK

- 3.1. You will be employed at RQL's Deagon head office, but you may be required to perform your duties at other locations as reasonably requested. RQL may move your position to another location due to business requirements. If this is required RQL will provide you with notice of at least four weeks of the intention to move your position, and will discuss any such change with you as soon as possible.
- 3.2. The responsibilities of your position mean that you may be required to travel and work for extended periods throughout Australia and overseas.

4. COMMENCEMENT AND HOURS OF WORK

- 4.1. Your employment with RQL will commence on 1 July 2010 or the date when RQL commences operation as an approved Control Body, whichever is the later date.
- 4.2. You will be employed on a full-time basis. Your TRV has been set taking into account that you are being appointed to a senior executive role. You are expected to devote your time, attention and skills as need to ensure that you effectively carry out the responsibilities of your role. You agree that this may regularly involve work outside of standard business hours, including work on weekends and public holidays if required, and that your TRV includes payment for all such hours worked.
- 4.3. Hours worked outside of RQL's standard office hours will not attract additional pay as you acknowledge that your TRV reasonably compensates you for all hours worked.

4.4. Punctuality is important in providing a proper service to clients. If you are unable to attend work on any day, or will be late for work, you must personally advise RQL of any absence as soon as possible.

4.5. You agree that RQL may direct you at any time to not attend work or carry out your duties and that, if RQL does issue you with such a direction, that this will not amount to termination of your employment or breach of your employment contract.

5. REMUNERATION AND SUPERANNUATION

5.1. Your remuneration is calculated on a total remuneration value (TRV) basis, which is inclusive of all remuneration entitlements and compulsory superannuation contributions. You will receive a gross TRV of \$300,000 per annum, including compulsory superannuation.

5.2. That part of your TRV remaining after deduction of superannuation, including any deemed or notional contributions), any salary sacrifice arrangements implemented by you and any other entitlements we are obliged to provide will be your gross Salary. You authorise RQL to deduct the following, where applicable, from your TRV in order to calculate your actual net salary payments:

- a. Taxes required by law, including PAYG and FBT;
- b. Compulsory superannuation contributions;
- c. The cost of any salary sacrifice arrangements implemented by you;
- d. Any other deductions which you have authorised RQL to make;
- e. An amount equal to your TRV for the period of any unauthorised absences, any unpaid leave or periods when you have failed to provide the required notice of termination of your employment. You agree that your signing of this Offer of Employment amounts to express written consent to deduct an amount in accordance with the *Fair Work Act 2009*;
- f. Your contribution to the cost of the motor vehicle provided to you by RQL, as set out in clause 5.4.

5.3. Your Salary will be paid fortnightly, in arrears, direct to your nominated bank account.

5.4. RQL will provide you with a 6 cylinder vehicle. You may choose not to accept the offer of use of a vehicle but if you do so, RQL's provision of a vehicle cannot be cashed out and does not form part of your TRV.

5.5. RQL will pay superannuation contributions in accordance with statutory requirements into a nominated complying superannuation fund of your choice. You may elect to contribute additional amounts of your TRV, as agreed, into your superannuation fund.

5.6. In addition to your TRV, RQL will cover the following costs:

- a. Mobile telephone costs, including calls;
- b. Home internet connectivity;
- c. 100% of your home telephone account,

provided that all such costs will be determined in accordance with any relevant RQL policies in place from time to time.

5.7. Your remuneration arrangements will be reviewed annually. There is no guarantee that your TRV will be increased each year. Any review will take into account market movement, your performance and RQL's financial situation.

5.8. RQL takes a flexible approach to the structuring of TRV and allows its employees to determine how they will receive their remuneration. You will be permitted to structure your TRV in accordance with the RQL Remuneration Policy and Procedures that are in place from time to time.

5.9. All costs associated with salary sacrificing will be deducted from your TRV before your Salary is calculated and paid. Any salary sacrifice is subject to Australian Tax Office rulings

and, should there be any change to the current treatment of salary sacrificing, the salary sacrifice arrangement will be reviewed to ensure that there are no additional costs to RQL.

- 5.10. You agree that in the event of an overpayment of salary, RQL may recover the amount of the overpayment by way of deduction from your future earnings. If this occurs, RQL will provide you with written notification of the intention to recover the overpayment and the amount to be recovered.
- 5.11. You agree that any monies owed by you to RQL as at the date of termination of employment may be deducted by RQL from your final termination pay.
- 5.12. You agree that your Salary has been set to include all allowances, penalties and loadings that may be payable to you, regardless of how that entitlement arises. You also agree that, if at any time during your employment, you are entitled to payment for overtime, penalties, loadings and allowances under an award or agreement, your Salary is being paid as a composite payment in satisfaction of both your contractual entitlements and all such award or agreement entitlements. You agree that if your Salary exceeds the amount that you would be entitled to for ordinary hours of work under an award or agreement, then the excess paid to you may be set off against any award or agreement entitlements and does not increase the rates payable to you under any applicable award or agreement.

6. EXPENSES

- 6.1. RQL will reimburse you in accordance with RQL's Expense Reimbursement Policy, as amended from time to time, for reasonable work-related expenses incurred by you in the performance of your duties.

7. LEAVE

- 7.1. You are entitled to 4 weeks' paid annual leave per 12 months of continuous employment, accrued in accordance with the *Fair Work Act 2009*. Annual leave entitlements accrue throughout the year and accumulate from year to year when accrued leave is not taken. All annual leave will be approved in line with organisational requirements and must be approved prior to you taking annual leave. The RQL Leave Policy contains more details about the taking of annual leave and management of annual leave balances. You agree that it is reasonable for RQL to apply that Leave Policy.
- 7.2. To ensure you maintain a healthy work and life balance, you will be encouraged to take leave each year. We may direct you to take annual leave in accordance with applicable legislation, which currently requires the giving of notice and says that we cannot direct you to take all of your accrued leave. There are certain times during the year when annual leave will not usually be granted. Those times differ in various parts of the business. For example, employees working in the finance area will not generally be granted leave from May to September.
- 7.3. There is no separate leave loading payable to you as your TRV has been set taking this into account. On termination of employment, any accrued annual leave will be paid at your then current ordinary rate of pay.
- 7.4. You are entitled to paid personal leave of ten days per year in accordance with the *Fair Work Act 2009*. Personal leave includes sick leave and carer's leave.
- 7.5. Personal leave entitlements will accumulate from year to year but are not paid out upon termination;
- 7.6. The *Fair Work Act 2009* provides for carer's leave to be taken to care for a member of your immediate family or household who requires care or support due to an illness or injury or unexpected emergency affecting them. Your entitlement to take carer's leave is governed by the provisions of the *Fair Work Act 2009*. You may take unpaid carer's leave of up to two days per occasion if you have exhausted your paid personal leave entitlements.
- 7.7. If you are absent due to sick or carer's leave you are required to notify RQL at the commencement of your normal working time or as soon as reasonably practicable and, as far as practicable, state the estimated duration of the absence. You may be required to

produce a medical certificate or other proof that RQL considers reasonable proof of the reason for your absence if you take sick or carer's leave. The RQL Leave Policy contains more information about these requirements.

7.8. You are entitled to paid compassionate leave in accordance with the *Fair Work Act 2009*. That Act currently provides for a maximum of two days for each occasion when a member of your immediate family or a member of your household contracts or develops an illness that poses a serious threat to their life, or sustains an injury that poses a serious threat to their life, or dies. You may be asked to provide reasonable evidence of the illness, injury or death before you are entitled to take this paid compassionate leave

7.9. You may be entitled to parental leave (maternity, paternity and adoption leave) if applicable in accordance with the *Fair Work Act 2009*.

7.10. You are entitled to thirteen weeks long service leave after ten years continuous service subject to and in accordance with the RQL Long Service Leave policy.

8. EMPLOYEE OBLIGATIONS

8.1. You agree that you will:

- a. Perform to the best of your ability and knowledge the duties assigned to you, in a manner consistent with your position, as determined by RQL.
- b. Exhibit professional behaviour and attitude in dealings with managers, employees, clients, and suppliers of RQL, and all others.
- c. Take all reasonable steps to meet performance criteria that RQL establishes from time to time.
- d. Abide by all safety, quality and security procedures applying to RQL's operations and premises.
- e. Refrain from all behaviour that could be perceived as discrimination, harassment or bullying in the workplace under applicable legislation.
- f. Observe and comply with all policies, procedures, and operational manuals, as amended by RQL from time to time and all reasonable directions given by RQL.
- g. Not engage in remunerated work or other activities outside of RQL that may be a conflict of interest or lead to a reasonably perceived conflict of interest, without RQL's prior written consent.
- h. Not claim or accept any fee, gratuity, commission or other benefit from any source other than RQL in payment for any services concerned with RQL's business.
- i. Devote the whole of your time and abilities during normal working hours, and at such other times as may be reasonably necessary, to the performance of your duties.
- j. Use your best endeavours to promote, develop and extend RQL's business interests and reputation and not do anything to the detriment of those business interests or reputation.
- k. Comply with, implement and enforce any legislation that applies to the duties or responsibilities of your position.
- l. Immediately notify RQL if you become aware or have reason to believe that another employee of RQL has failed to comply with any legislation applying to their duties or responsibilities.

9. CONFLICT OF INTEREST

9.1. You are being appointed as a senior executive. This means that you are required to always act in good faith in RQL's best interests and to ensure that you are not placed in a situation

where your duties to RQL are in conflict with your personal interests. This extends to ensuring that you are not in a situation where there could be a reasonably perceived conflict between your duties to RQL and your personal interests. RQL's Conflict of Interest Policy contains more information about circumstances when conflicts can arise. If you are in doubt you must seek clarification from RQL.

- 9.2. You must not accept any payment or other benefit from any person as an inducement or reward for any act or forbearance with any matter or operation transacted by RQL or on its behalf. You must report any actual or potential conflict of interest to RQL immediately.
- 9.3. You warrant that, from 1 July 2010, there will be no circumstances which would create a perceived or actual conflict of interest between your personal interests and your obligations to RQL. You will be required to complete and sign the Conflict of Interest and Racing Interest Declaration Form prior to commencing with RQL. This form will be required to be completed annually or where there is any change to your circumstances.
- 9.4. You agree that you will immediately notify the Board of Racing Queensland Limited or its nominated delegates in writing if a conflict or risk of conflict arises which will impact on your actual or perceived ability to carry out your obligations under this agreement. After assessing the conflict or risk of conflict, RQL may give you written notice requiring you to remedy the conflict or risk of conflict within a specified time.
- 9.5. You agree that you will not enter into or be involved in any other employment or business activity that could conflict with, be detrimental to or interfere with RQL's interests or the performance of the responsibilities of your position with RQL.

10. INFORMATION, POLICIES AND PROCEDURES

- 10.1. It is a term of your employment contract that you must comply with all lawful orders, instructions, standards, policies and procedures in existence at RQL. While you must observe and comply with these policies and procedures, the contents of those policies and procedures do not form terms and conditions of your employment contract with RQL unless expressly referred to in this Agreement. If there is any inconsistency between the terms of this Agreement and RQL's policies and procedures, the terms of this Agreement will prevail.
- 10.2. To the extent that RQL's policies and procedures refer to obligations on RQL, you agree that they are guides only and not contractual terms, conditions or representations on which you rely.
- 10.3. You will not knowingly withhold any information or material within your possession that may affect RQL's performance or reputation.
- 10.4. It is a term of your employment contract that you comply with the RQL Code of Conduct, as amended from time to time.

11. CONFIDENTIAL INFORMATION

- 11.1. You must not at any time during your employment with RQL, or at any time after your employment terminates, disclose to any other person or use or attempt to use any Confidential Information of RQL except:
 - a. With RQL's prior written permission;
 - b. In the proper performance of your duties;
 - c. As expressly allowed under this Agreement; or
 - d. For the purposes of disclosure only where you are legally obliged to disclose by a Court, Commission or Tribunal.
- 11.2. During your employment with RQL, you must use your best endeavours to prevent the unauthorised disclosure of any Confidential Information or trade secrets by a third party. When Confidential Information is disclosed as permitted by clause 11.1 you must ensure that the person to whom the information is disclosed is made aware of its confidential nature and use your best endeavours to ensure that person does not use or disclose that information.

- 11.3. The obligations of this clause shall survive the termination of this Agreement. You must not, after termination of employment use Confidential Information for a purpose other than for the benefit of RQL.

12. INTELLECTUAL PROPERTY

- 12.1. You acknowledge and agree that all existing and future Intellectual Property Rights in any Confidential Information or in respect of any intellectual property developed, in development, created or conceived wholly or partly by you, alone or together with any other person or body, whether during or outside working hours:

- a. On RQL's premises or using RQL's facilities or resources, facilities or resources which were in the care and control of RQL, or any of RQL's employees, officers, agents, subcontractors or representatives;
- b. Directly or indirectly as a result of the employee or anybody else's access to confidential information;
- c. In the course of, as a consequence of or in relation to the performance of the employees duties;
- d. Relating to RQL's general methods of operation; or
- e. In respect of or associated with any of RQL's products or services, and any alterations or additions or methods of making, using, marketing, selling or providing those products or services;

vest in and belong to RQL, and to the extent necessary to vest ownership in RQL, the intellectual property is deemed to be assigned to RQL as its exclusive property.

- 12.2. You agree to execute all documents, including any assignments, and do all acts and things, required by RQL for the purpose of effecting and perfecting the title of RQL or its nominee to the intellectual property rights described in the clause above, in Australia or such other countries as RQL requires. You consent to RQL infringing any Moral Rights that you may have or become entitled to, in any work created, developed, modified or enhanced in the course of their employment.

- 12.3. You must immediately disclose to RQL in writing, any invention or improvement you make or think of during the course of your employment.

- 12.4. You consent to RQL infringing any Moral Rights that you may have or become entitled to in any Work created, developed, modified or enhanced in the course of your employment.

- 12.5. Your obligations under this clause will survive the termination of this Agreement.

13. PRIVACY

- 13.1. You must not remove or copy any information, including client or employee information, from RQL's premises without RQL's consent.

- 13.2. During the course of your employment, RQL may collect, use, handle and/or disclose your personal information in the proper course of business, such as to facilitate the provision of salary and benefits, and supply required information to external superannuation and insurance providers. This may include your address, date of birth, health information and professional associations.

14. RQL PROPERTY AND SECURITY

- 14.1. All documents, records, papers, manuals, materials of any nature and other property of, or relating to, the business of RQL, whether prepared by you or not, are and remain the property of RQL.

- 14.2. You agree to take all reasonable steps to ensure the security of and protect all Confidential Information and Intellectual Property Rights of RQL in your possession, power or control.

You agree to comply with, and to the best of your endeavours ensure that other employees or contractors engaged by RQL comply with, all of RQL's security guidelines, procedures, rules and regulations (whether formal or informal).

14.3. Upon termination of this Agreement, you shall immediately deliver to RQL all documents, records, papers, materials of any nature whatsoever and other property of, or relating to, RQL's affairs or any of RQL's related business entities, which may be in your possession or under your control.

14.4. If you are provided with a security access device of any kind, such as a key or computer coded access card, you will:

- a. immediately return the device to RQL on termination of your employment or earlier request;
- b. not copy nor permit the copying of the device or any aspect of it which is integral to its function of security;
- c. not give the device to anybody else or permit anybody else to use the device; and
- d. use the device strictly in accordance with any conditions advised by RQL in respect of it.

15. TERMINATION OF EMPLOYMENT

15.1. If by reason of health or other personal issues you are unable to continue the fulfilment of your duties under this contract, you may resign from your employment at any time by giving six weeks' notice in writing. If you do not give that notice, you authorise RQL to deduct from any payment owing to you a sum equivalent to the TRV you would have been entitled to for the period by which your actual notice fell short of the required six week notice period. RQL may, at its discretion, decide to accept a shorter period of notice from you. Otherwise you are bound by the period of this contract.

15.2. RQL may terminate your employment by giving you six weeks' notice in writing if your employment is being terminated for any one or more of the following reasons:

- a. Unsatisfactory performance other than a termination for Misconduct as provided for by clause 15.7;
- b. Failure to comply with the terms and conditions of your employment contract;
- c. You suffer from an incapacity that renders you unable to carry out the inherent requirements of your position;

If you are over 45 years of age at that time and have more than 2 years continuous service with RQL, that notice will be increased to seven weeks notice. AT RQL's discretion, RQL may pay you in lieu of part or all of that notice period.

15.3. Should RQL cease to be the approved Control Body, RQL will provide you the opportunity to take redundancy. The redundancy will be at least equivalent to the TRV you would have been entitled to receive had you remained employed for the period of the term of the contract.

15.4. If RQL terminates your employment for any reason other than those referred to in clauses 15.2 15.3 and 15.7, then you will be given six weeks' written notice of termination and will be paid on termination a payment equivalent to the TRV you would have been entitled to receive had you remained employed for the period of the contract.

15.5. During any period of notice, RQL may require you:

- a. To perform duties that are different from those that you were required to perform during the rest of your employment with RQL, provided that you have the necessary skills, training, education and experience to undertake them; or

- b. To not present yourself for work, do any work or contact any of RQL's clients or personnel for any period up to the date of termination of employment.
- 15.6. During any period of notice you will continue to be employed by RQL and you must not engage or prepare to engage in any business activity that is the same or similar to the duties you were performing for RQL. Up to the termination of your employment you and RQL shall remain bound by the mutual obligations of trust and confidence.
- 15.7. RQL may terminate your employment summarily without notice or payment in lieu of notice if RQL reasonably concludes that you have committed Misconduct. If your employment is summarily terminated by RQL you will not be entitled to any notice payment, or other benefit on termination other than the statutory entitlements accrued up to and including the termination date. Such payment will be in full satisfaction and discharge of all claims and demands by you against RQL in respect of your employment.
- 15.8. Following the termination of your employment, upon RQL's request, you agree to provide RQL with reasonable assistance regarding any matter relating directly or indirectly to your employment, or which arises out of events which occurred during the period of your employment, including providing statements or affidavits, attending meetings and attending hearings or inquiries.
- 15.9. If RQL terminates your contract without cause, including if RQL ceases to be the Control Body under the Racing Act 2002 (QLD), you will be entitled to a payment equivalent to the TRV you would have been entitled to receive had you remained employed until the term of the contract expired, 30 June 2013. For clarity, if by 1 July 2012 your contract has been extended, but after 1 July 2012 RQL ceases to be the Control Body or terminates you without cause, your entitlement to redundancy does not extend beyond the original term (expiring 30 June 2013) unless otherwise negotiated in a new contract.

16. ENTIRE AGREEMENT

- 16.1. This Agreement forms the entire agreement between you and RQL and shall operate to the exclusion of, and wholly replace, all other contracts or agreements that would otherwise apply to your employment. This Agreement supersedes all prior agreements, understandings and negotiations.
- 16.2. This Agreement represents a full record of the contractual terms and conditions with respect to your employment with RQL and supersedes any prior oral or written contract or understanding between you and RQL.
- 16.3. You agree that you will, if requested by RQL in the future, sign additional documents which include words to the effect that this Agreement forms the entire agreement between you and RQL regarding your terms and conditions of employment.
- 16.4. Any award or legislation applicable to your employment does not form a term of your employment contract.

17. VARIATION

- 17.1. Subject to RQL's right to amend any policies and to change your title, duties or position in accordance with clause 2.3 of this Agreement, the terms and conditions of this Agreement may only be amended by agreement in writing signed by you and RQL.

18. SEVERABILITY

- 18.1. If any provision in this Agreement is unenforceable, illegal or void, then it is deemed to be severable and independent and will not affect the validity or enforceability of any other provisions of this Agreement which will remain in force.

19. WORK ELIGIBILITY

- 19.1. Your employment is conditional upon you providing if requested by RQL, prior to your commencement, evidence of your eligibility to work in Australia.

20. WARRANTIES

- 20.1. You warrant that you have the expertise, qualifications, licenses and registration necessary to perform your duties and will perform them in a manner appropriate to a person having such expertise, qualifications, licenses or registration. You must maintain that expertise, qualifications, licenses and registration throughout your employment.
- 20.2. You acknowledge that RQL has relied upon the accuracy and truthfulness of any representations, whether written or verbal, made by you in relation to your professional qualifications, skills and experience during the pre-employment process. This offer of employment has been made in reliance upon these representations.

21. CONFIDENTIALITY OF AGREEMENT

- 21.1. This Agreement and its contents are confidential and should not be communicated to any other party.

22. DEFINITIONS AND INTERPRETATION

- 22.1. Misconduct includes but is not limited to:

- a. Drunkenness or intoxication;
- b. Dishonesty;
- c. Neglect of duty or incompetence;
- d. Any form of misrepresentation, whether to RQL or others in the performance of your duties;
- e. Being charged with a criminal offence which, in RQL's opinion, affects your suitability for your position;
- f. Conduct which may injure RQL's reputation or operations;
- g. Refusal or failure to comply with RQL's lawful directions;
- h. Breach of your obligations under clause 11 of this Agreement; and
- i. You being prohibited from taking part in the management of RQL pursuant to the *Corporations Act 2001*.

- 22.2. Confidential Information means the trade secrets and all other information regarding RQL's affairs which become known to you in circumstances where you know, or should know, that the information is to be treated as confidential. This Confidential Information includes without limitation any information that:

- a. Would be of commercial value to a competitor of RQL.
- b. Relates to RQL's financial affairs; including financial information, accounts work, financing information, management reports and performance or profitability reports and margins.
- c. Relates to RQL's operational requirements.
- d. Relates to any arrangements or transactions between RQL and stakeholders in the racing industry.
- e. Relates to RQL's customers; including customer details, customer lists, details of customer requirements, details of customer prospects, the identity of any customer, their requirements and their financial affairs.
- f. Relates to any functions you perform in relation to the regulation, licensing, administering or policing of racing and its integrity
- g. Relates to or is contained in any of RQL's computer data bases or software.
- h. Relates to any arrangements or transactions between RQL and its respective suppliers or contractors; including their identity and the price or charges in respect of the supplies or services RQL acquires from them.

- i. Relates to or is contained in any manuals or handbooks produced by RQL.
- j. Relates to RQL fees, quotations, prices or charges in respect of services or products.
- k. Relates to the marketing and selling techniques used by RQL; including marketing plans, sales plans, research and data surveys.
- l. Relates to trade secrets, technical specifications, know how, plans, design concepts, ideas, design specifications, manufacturing or development processes, research, formulae, processes, applications, unique features or techniques in respect of any of RQL's products, services or operations, whether existing or in development.
- m. Relates to or is associated with any of RQL's technology or software, or any related products or services, including any source code, programming, plans, concepts, specifications, alterations or additions, content, features, operation opportunities, benefits or market appeal, whether produced by you or otherwise.
- n. Is prepared by RQL or anybody else based on or incorporating information referred to in paragraphs (a) to (m) above, including all notes and other records, whether written or otherwise, and any copies of the information, notes and other records referred to in paragraphs (a) to (m) above.

But does not include information that:

- o. Was rightfully in your possession and not subject to an obligation of confidentiality before the negotiations leading to the commencement of your employment with RQL, whether pursuant to this Agreement or otherwise.
- p. Is or, after the commencement of your employment becomes, available in the public domain other than as a result of a breach of this Agreement

22.3. Intellectual Property Rights means any and all beneficial and legal ownership and intellectual and industrial protection rights throughout the world, both present and future, including rights in respect of or in connection with any confidential information, copyright, including future copyright and rights in the nature of or analogous to copyright), moral rights, inventions (including patents), trade marks, service marks, designs, circuit layout and performance protection (whether or not now existing and whether or not registered or registrable) and includes any right to apply for the registration of such right and all renewals and extensions.

22.4. Moral Rights has the meaning given to that term in the *Copyright Act 1968* (C'th)

22.5. Control Body has the same meaning given by the *Racing Act 2002* (Qld).

22.6. References to legislation are references to legislation as in force at the relevant time.

Signed on behalf of RQL.

28 June 2010

Bob Bentley
Chairman

Date

I acknowledge that I have read the contents of this Offer of Employment and accept that offer on the terms and conditions set out in this Agreement.

Signature

Malcolm Tuttle

1 July 2010



EMPLOYEE HANDBOOK

TABLE OF CONTENTS

WELCOME TO QUEENSLAND RACING LIMITED.....	3
INTRODUCTION TO QRL	4
Who We Are.....	4
What We Stand For.....	4
Where We Come From; The History of Racing.....	4
Our Organisational Structure	8
Our People.....	9
Training and Development	11
Career Opportunities	11
Performance Reviews.....	11
Remuneration Reviews	11
Communication	12
Company Mobile Phones.....	13
Company Motor Vehicles.....	13
Company Equipment and Property	13
Social Activities	13
Employee Records	14
Reimbursement of Expenses	14
POLICIES AND PROCEDURES.....	15
Code of Conduct.....	15
Workplace Health and Safety	16
Smoking, Drugs and Alcohol.....	16
Personal Presentation	17
Working Hours	17
Leave Entitlements	17
Payroll	20
Privacy.....	21
Information Technology.....	21
Discrimination and Workplace Harassment	22
Grievance Procedure	23
Confidentiality and Intellectual Property.....	24
Performance Counselling.....	24
Termination of Employment.....	25
EMPLOYEE DECLARATION	26

WELCOME TO QUEENSLAND RACING LIMITED

It is with pleasure that we welcome you to the Queensland Racing Limited (QRL) team.

Racing occupies a vital place in Queensland's cultural and sporting life. It also makes an important contribution to the state's economy; generating jobs, fostering tourism and creating wealth throughout Queensland. As a QRL employee, you will be part of the ongoing development of a more professional racing industry.

Queensland Racing Limited aims to offer its employees interesting, fulfilling and rewarding work in an exciting and dynamic industry. In return, QRL expects the highest standards of professionalism, diligence and integrity.

This handbook has been designed to help you better understand the organisation and to provide a summary of the principles for which QRL stands, information about our values, how we behave and how we work with other people; the benefits to which you are entitled; the policies and procedures affecting your employment; and the undertakings and commitments of Queensland Racing Limited and its employees.

This handbook should be read in conjunction with the human resource policies and procedure manual and your employment agreement or letter of offer.

Because no handbook can anticipate every circumstance or question about policies or conditions, QRL may need to change and add to the handbook. Should this be required; any changes will be communicated to you as they happen.

You should read, understand, and comply with all provisions of the employee handbook. If you do not understand any information contained in the handbook, or if you have any questions concerning the policies or benefits outlined in the handbook, it is important that you speak with your manager.

I look forward to a long and happy association with you as a member of the QRL team.

Yours sincerely

Malcolm Tuttle
Chief Operations Manager

INTRODUCTION TO QRL

Who We Are...

Queensland Racing Limited is the control body for thoroughbred racing in Queensland. We coordinate, manage and regulate the industry by:

- ⌘ Administering the rules of racing.
- ⌘ Implementing sound policies.
- ⌘ Enforcing standards of safety and integrity.
- ⌘ Licensing industry participants.
- ⌘ Licensing race clubs and monitoring their activities and performance.
- ⌘ Monitoring the condition of racecourses and working with race clubs to ensure courses are developed to a suitable standard.
- ⌘ Commissioning and undertaking research and promotional activities.
- ⌘ Administering industry funding and commercial agreements.
- ⌘ Representing the Queensland racing industry on the peak national body, the Australian Racing board, and its sub-committees.

What We Stand For...

Our Mission

To further enhance the quality and integrity of thoroughbred racing in Queensland.

Our Values

QRL recognises that our people make the difference and that we need to attract, develop and retain good people. Five values underpin our work:

- ⌘ **Professional and Ethical** – at all times we are professional and ethical in our dealings with stakeholders and colleagues.
- ⌘ **Results-Orientated** – we ensure that our day-to-day activities are consistent with and contribute to achieving our goals.
- ⌘ **Teamwork** – we work as a team to deliver the best solutions for our stakeholders, recognising and rewarding both team and individual contributions.
- ⌘ **Customer Service Excellence** – we strive to serve our customers with excellence.
- ⌘ **Balance Between Professional and Personal Life** – we recognise that people are our main asset so achieving a balance between professional and personal time is in the best interest of individuals and the organisation.

Where We Come From; The History of Racing...

Racing has a rich and colourful history in Australia that can be traced back to the earliest days of colonisation by Europeans. Seven horses arrived with the first fleet in 1788, when horses played a vital role in everyday life as a mode of transport, beasts of burden and as a form of recreation.

With horses so important in the colony, it did not take long for the competitive spirit to test the speed of horses and the skill of riders and Australia's first organised horse race is recorded as taking place at Batmans Hill in New South Wales in 1838. Four years later, Australia's first race club, the Australian Jockey Club, was established.

The following year, 1843, saw Queensland's first organised racing meeting held at Coorparoo. However, it was not until 1863 that the Queensland Turf Club was formed and 1865 until the club

hosted Queensland's first official race meeting. The next year Forrester won the first Brisbane Cup and Queensland's love affair with horses and racing had begun.

With the growth of the sport, and the federation of the colonies into the Australian nation, came the need to introduce standardised rules for conducting racing. By 1912 the principal clubs that controlled racing in each state had agreed on the Australian Rules of Racing.

Racing is all about champions and Queensland has produced some truly great horses and the Queensland racing public has witnessed history being made at the track. In 1946, Bernborough, arguably Queensland's greatest horse, won 15 successive events, including the Doomben Double. In 1961, a record crowd farewelled the great Tulloch at the Brisbane Cup; and in 1973, Gunsynd, the Goondiwindi Grey immortalised by Slim Dusty, was farewelled at Doomben.

Racing in Queensland has a record of innovation, often placing it at the cutting edge of the development of the sport and industry of racing. In 1878, the world's first totalisator was unveiled at Ipswich, west of Brisbane. In 1901, the year of federation, "electric light racing" commenced at the Gabba in Brisbane's east. In 1962 following Victoria's lead off-course betting was legalised through the Queensland TAB. Apart from providing a legal form of off-course betting, the TAB provided a source of income for race clubs and revenue for government.

TAB Queensland has grown from humble beginnings to become a billion-dollar operation. Today computers are such a part of mainstream life that it seems incredible that it was not until 1977 that the TAB took its first automated telephone bet and 1980 that it introduced computerised betting. In 1999, the Queensland Government approved privatisation of the TAB. Today the organisation is at the forefront of information technology.

The formation of the TAB began a process of liberating racing from the confines of racecourses and taking it to the public wherever they were. In 1986, Sky Channel began broadcasting races live to Queensland hotels and clubs. By 1991, racing had its own radio station, 4TAB, to serve the Queensland public with live race coverage and racing information. Three years later, telephone betting with bookmakers was legalised.

For much of its history, women were marginalised or excluded from the racing industry but by the late 1970s this had begun to change. Pam O'Neill successfully lobbied the Queensland Turf Club to license women as strappers and jockeys and in 1979 she won her licence, making her the first woman jockey in Australia. On her first day riding, Pam created a world record for any jockey, male or female, when she rode a treble at Southport. Today women are successful jockeys, stable hands, trainers and veterinarians and occupy key positions in racing industry administration and marketing.

Along with its proud record of leading industry development and producing champions, Queensland also shares the dubious distinction of being the venue for one of racing's most notorious incidents. On 18 August 1984, an open-class sprinter, Bold Personality, was substituted for an ordinary country horse. The Fine Cotton ring-in was uncovered by stewards at the Queensland Turf Club and became another chapter in racing's rich and colourful history.

With the growth of the sport and industry of racing came the need for more professionalism and the highest standards of industry integrity assurance.

The Racing Science Centre was created in 1989 in response to the "caffeine crisis", when errors in drug testing caused a spate of false positive tests to be reported. The Racing Science Centre

oversees testing of racing animals for illicit drugs, as well as working with racing administrators and trainers on animal welfare issues.

The Racing Development Fund (RDF), established in 1981, heralded an era of industry expansion. Money for the RDF came from a percentage of TAB turnover, fractions and unclaimed dividends and was used to upgrade racing facilities, fund race series and help the industry develop professionally.

By 1990, the Queensland Government believed the State's five principal clubs were no longer able to provide the leadership and management the racing industry needed for it to meet the challenges of an increasingly complex and competitive environment. The Government released its "Green Paper" for restructuring racing administration and, after lengthy industry consultation, the Queensland Principal Club, the forerunner to Queensland Thoroughbred Racing Board, was created in 1992 to unify racing administration in the State.

The industry of racing had grown to become a major part of the Queensland and Australian economy but its actual contribution remained a mystery and a major study of racing's economic impact was commissioned. The landmark 1992 ACIL report found Australian racing generated \$2.4 billion in GDP and the contribution to Queensland's Gross State Product exceeded \$400 million.

The Queensland Principal Club initiated the industry's first strategic plan, Form Guide to the Future, in 1998. Studies conducted by KPMG found Queensland racing (including the thoroughbred, harness and greyhound codes) contributed \$700 million to the State economy and generated full-time, part-time and casual jobs for almost 24,000 Queenslanders. The State Government received almost \$100 million in revenue from the industry.

With privatisation of the TAB, now known as UNITAB, in 1999, the racing industry became master of its destiny. The new arrangements meant the industry's revenue was directly tied to its ability to generate betting turnover. The industry would succeed or fail on its merits.

To address the new commercial realities, a skills-based board was appointed to head Queensland Racing in 2002. The board focussed on rationalising Queensland's racing calendar to maximise betting turnover on Queensland races.

In 2003, Queensland Racing relocated to a modern, purpose-built facility at its Deagon training centre. The industry also began reaping the benefits of reform, with increased revenue and lower costs translating into big prize money increases. 2004 saw the first full year of reform, with the financial gains consolidated, record betting turnover and record attendance at Queensland's feature race carnivals.

Racing is being marketed to a new generation of people through flagship events like the Queensland Winter Racing Carnival. Regional racing series like the Matilda Highway series and the Reef 'n' Rainforest series are stimulating interest in racing throughout the state and linking racing with tourism, one of Queensland's largest, fastest growing and most important industries.

Racing is building on its rich history to meet the challenges of the new millennium. Its dynamism means it will continue to be an integral part of Queensland social life and a significant contributor to the Queensland economy.

On the 21 April 2006 the Queensland Parliament passed the Racing Amendment Act whereby on the 1 July 2006 the existing thoroughbred control body, Queensland Thoroughbred Racing Board, ceased to be a statutory body and was established as Queensland Racing Limited. Queensland

Racing Limited is a company limited by guarantee and its constitution, will ensure the income and property of the company must be applied solely towards the promotion of the objects of the company. No portion of Queensland Racing Limited income or property can be paid, or transferred, directly or indirectly to members of the company.

ROLE OF QRL and INDUSTRY STRUCTURE

Overview

QRL and the Queensland thoroughbred racing industry operate within a complex industry structure that poses its own challenges and requirements. The key elements of the structure are as follows:

QRL is the licensed control body for the Queensland industry, responsible for establishing and maintaining the policies, funding and licensing arrangements, the product and program and safety and integrity of the industry. QRL is licensed under the *Racing Act 2002* and is a company limited by guarantee.

- ✧ QRL interacts with the other Principal Racing Authorities (PRA's) through the Australian Racing Board which sets the rules of racing and seeks to coordinate the national racing program.
- ✧ Racing Information Services Australia (RISA) which provides a wide range of services to the racing industry and also commercialises the racing product, is owned jointly by the PRA's.
- ✧ Funding for the industry comes principally through a product and program agreement entered into by the three racing codes with UNITAB. The three codes operate together as members of Queensland Race Product Co Limited. Under race information legislation that has or will be implemented by all States and Territories, each PRA now charges wagering operators for the use of their information for the purpose of race wagering and this charge in most cases gets passed back to relevant PRA's. For example, QRL obtains revenue from UNITAB under the product and program agreement for UNITAB's use of racing materials in Australia for wagering purposes, charges each wagering operator for use of the Queensland product (with an exemption for UNITAB given its product and program agreement) and gets charged by each PRA for UNITAB use of the product of the other PRA's.

The constitution of QRL is based on best corporate governance principles and has been tailored to suit the Queensland thoroughbred racing industry. The constitution complies with the requirements of the *Racing Act 2002* and the *Corporations Act 2001*.

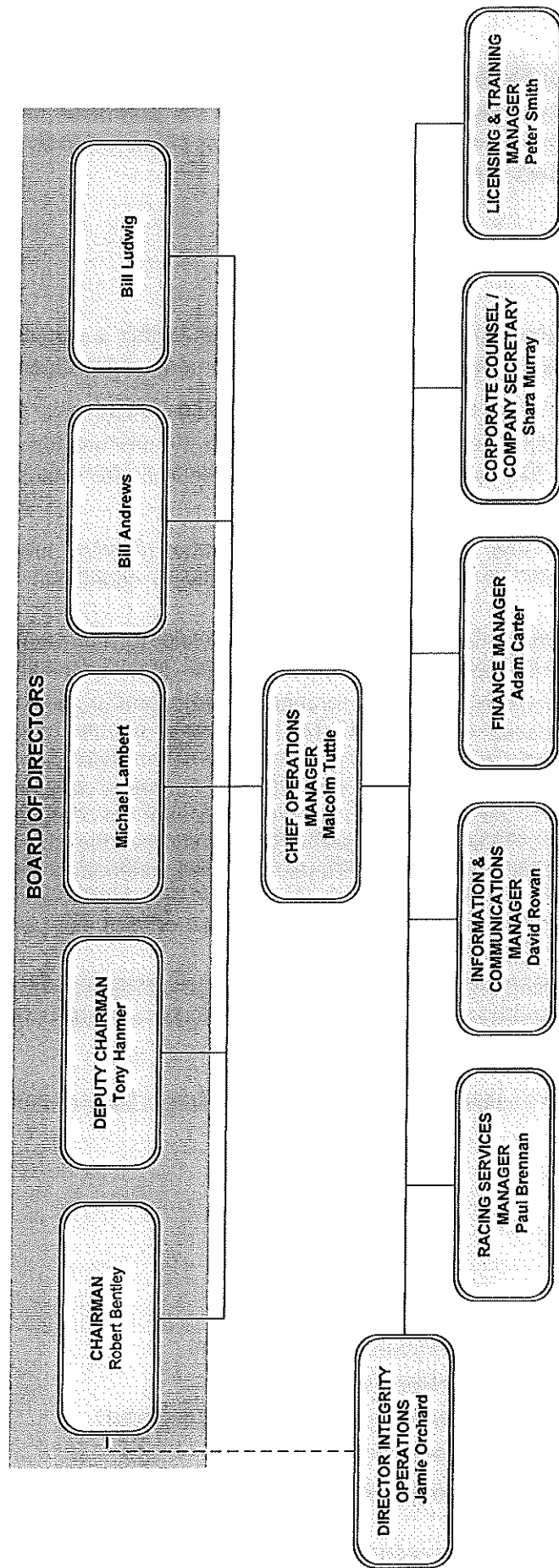
The constitution provides for 2 classes of Members, these being Class A members and Class B members.

Class A members consist of:

- ✧ Metropolitan TAB Clubs
- ✧ Other TAB Clubs
- ✧ The Queensland Country Racing Committee
- ✧ The Australian Trainers Association (Queensland Branch)
- ✧ The Thoroughbred Breeders Association of Queensland
- ✧ The Thoroughbred Racehorse Owners' Association of Queensland
- ✧ The Queensland Jockeys Association Inc
- ✧ The Queensland Bookmakers Association

Class B members consist of the board of QRL being 5 directors.

Our Organisational Structure



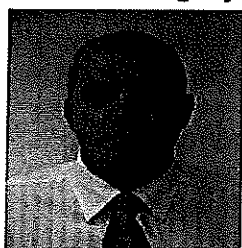
Our People

Chief Operations Manager – Malcolm Tuttle



The chief operations manager is responsible for the operations of Queensland Racing within established policy and in accordance with the delegated authority of the Board of Directors. In addition to leading the Executive team, the chief operations manager is required to provide strategic advice to the Queensland Racing Board in relation to the business of thoroughbred horse racing.

Director Integrity Operations – Jamie Orchard



The Integrity section ensures the effective delivery of integrity services and operational stewarding throughout the state and is responsible for policy, strategy and performance under these areas, management of the complaints system and investigations as required, and maintaining the interaction with various levels of government. Other responsibilities include the effective delivery of betting analysis and monitoring of all TAB Queensland races.

Racing Services Manager – Paul Brennan



The Racing section works with Clubs, the other codes of racing and UNITAB to develop the most effective allocation of race dates, as well as scheduling prizemoney and developing state-wide racing programs and black type races.

Other responsibilities include; management of the Queensland Thoroughbred Investment Scheme (QTIS), the provision of secretariat support to the owners' and breeders' associations, the management of Queensland's Black Type allocation, the interface with the Trainer's Service Centre, the provision of handicapping services to the State, the management of the Deagon complex, and provides support to the Industry on Workplace Health and Safety issues.

Finance Manager – Adam Carter



The Finance section provides financial services to the Queensland racing industry and financial, business development and other corporate services to Queensland Racing. It administers the centralised prizemoney system and provides accounting and business analyst services to Queensland Racing.

Information and Communications Manager – David Rowan

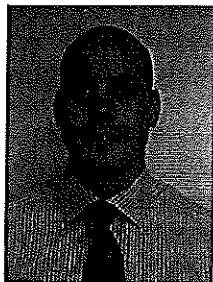
The Information section provides information technology and telecommunications services internally to Queensland Racing. While the Communications section provides information to stakeholders in the racing industry and the general public through the monthly Queensland Racing Magazine, Queensland Racing's website and media releases. The Communications Department also organises events such as the annual Queensland Racing Industry Awards and works to promote the industry at all levels.

Corporate Counsel / Company Secretary – Shara Murray

The Corporate Counsel of Queensland Racing Limited complies with Acts of Parliament and government regulations, and that decisions of the board of directors are implemented. Racing appeals are also managed by this section as well as providing legal services to Queensland Racing.

Licensing and Training Manager – Peter Smith

The Training and Development section provides training services to licensees and other Queensland racing industry participants, as well as training, development and other human resource services to Queensland Racing. This section administers all license renewal and policy for Queensland and manages the licensing committee.

Chief Steward of Queensland – Wade Birch

Operational Stewarding provides effective delivery of stewarding throughout the state, including management of the regional offices at Toowoomba, Rockhampton and Townsville. It monitors and ensures compliance with relevant Queensland Racing policies and procedures as well as ensuring compliance with the Rules of Racing. This section is the driving force behind strategy development and implementation as well as formulating relevant policies and procedures. Other responsibilities include representing Queensland Racing at the National Chairman of Stewards Conference, Emergency Disease Management and other Stakeholder forums.

WORKPLACE CONDITIONS AND BENEFITS

Training and Development

QRL is committed to providing employees with training and development opportunities to ensure that you keep learning and developing within your job and our business. We employ a variety of strategies to create an organisational climate that attracts and retains employees of the highest calibre and optimises their opportunities to contribute to the achievement of our mission and objectives. It is essential to continually maintain and develop our skills to ensure that we provide our stakeholders with the highest standard of service and products, and to ensure that you develop to your full potential.

QRL encourages career development through continuing professional development, formal training, and opportunities for on-the-job experience. An additional component of our employee development strategy is our Study Assistance Scheme which provides assistance to employees participating in authorised education. Everyone is encouraged to, wherever possible, gain well-rounded experience and development within the company.

Career Opportunities

We value our employees and your career development and believe in promotion from within QRL; before we search outside the company, except where special circumstances exist, we will always look for talented people already working for us. All company vacancies will be advertised internally if the skills required for the position exist within QRL and preference will be given to internal applicants when other aspects are equal.

Performance Reviews

QRL is committed to creating an environment that encourages high levels of performance. The performance management system is an ongoing communication system between employees and their manager; providing an opportunity to plan, manage, review, recognise and improve performance. It involves establishing clear expectations and understanding about:

- The essential function the employee is expected to perform and the desired workplace behaviours.
- How job performance will be measured and assessed.
- How the employee and manager will work together to sustain, improve or build on existing performance
- How the employees' skills and knowledge will be developed to enable the employee to be more effective and efficient
- How the successful completion of the function will contribute to the goals of QRL.

Your first performance review will be during your qualifying period. Thereafter, QRL conducts performance reviews on an annual basis with progress reviews conducted every six (6) months to assess performance to date and address any issues that may prevent you from achieving your objectives.

Remuneration Reviews

QRL's remuneration standards are based on a "pay for performance" philosophy, according to your experience and your position. We will review remuneration levels on an annual basis.

If you have been with us for less than three (3) months you may not be eligible for a salary review due to your short length of time with us.

Communication

At QRL, effective communication is vital to foster a people focussed work environment defined by recognition, opportunity, respect, courtesy, cooperation, consideration and ongoing feedback. To ensure effective communication we need to consider the best method of communication for each situation. We have established some communication guidelines, which if followed will assist us in being effective communicators both internally and externally.

- ✧ All communication should comply with our values.
- ✧ Seek first to understand and then to be understood.
- ✧ Always respect confidentiality.
- ✧ As a minimum reply to communication in the method that it was received. To improve communication, go up the communication hierarchy (see below).
- ✧ Communicate with the receiver in mind, in a method and at a level appropriate to them.

The Hierarchy of Communication

Face to Face Communication	When to Use <ul style="list-style-type: none"> ✧ In conflict or potential conflict situations ✧ In sensitive situations or when involving sensitive information ✧ If delivering bad news ✧ If there is a significant issue or occasion ✧ To conduct performance reviews 	How to Use <ul style="list-style-type: none"> ✧ Be in an appropriate environment ✧ Be in the moment; no interruptions ✧ Be prepared; have all the facts ✧ Use active listening ✧ Use body language; eye contact, shake hands, mirror the other person
Phone Communication	When to Use <ul style="list-style-type: none"> ✧ If you cannot meet face to face ✧ If it isn't necessary to meet face to face ✧ To book external appointments ✧ When making a call would improve customer service and relationships 	How to Use <ul style="list-style-type: none"> ✧ Reception, extensions and mobiles should be answered professionally ✧ Urgent calls should be returned immediately ✧ Return all calls by close of business the following day
Written Communication	When to Use <ul style="list-style-type: none"> ✧ If it is important to document the facts or when a permanent record is required ✧ If it is beneficial to the recipient for it to be in writing ✧ To confirm conversations in conflict or potential conflict situations 	How to Use <ul style="list-style-type: none"> ✧ Personalise every letter ✧ Sign every letter personally ✧ Respond within seven days of receiving correspondence
Email Communication	When to Use <ul style="list-style-type: none"> ✧ To ask simple, non-confrontational questions ✧ To transfer information ✧ To set internal or external appointments ✧ If there is no chance for an error in interpretation ✧ If there is no conflict between the parties 	How to Use <ul style="list-style-type: none"> ✧ Be clear, make emails easy to understand ✧ All external emails should have a signature block ✧ If an email received is marked urgent it should be answered immediately ✧ Return all emails received by close of business the following day
Text Communication	When to Use <ul style="list-style-type: none"> ✧ If the communication is with someone internally ✧ When it is the only means of contact 	How to Use <ul style="list-style-type: none"> ✧ Check the recipient before sending ✧ Be clear; avoid 'text talk'

The door is always open at QRL; do not be afraid to approach your manager with your ideas, concerns and feedback. Team meetings are held regularly to discuss any concerns and provide you with the opportunity to suggest improvements. Your feedback is crucial to our success.

Company Mobile Phones

QRL may provide you with a mobile phone for the purpose of improving business efficiency. If we provide you with a mobile phone please remember its primary purpose is business, not personal, use. Personal calls within reason will be accepted, and form part of your remuneration package. All calls are itemised on monthly statements and any abuse of this entitlement may result in disciplinary action.

Please look after your mobile phone, QRL reserves the right to seek reimbursement from you for any damage, loss, theft, or other expenses incurred that are caused by an employee's wilful or negligent act or omission.

Company Motor Vehicles

QRL employees may elect to have an eligible motor vehicle included in their salary package, subject to approval. If you elect to do so please note the following conditions:

- ⌘ The vehicle shall be made available for the authorised use of other employees during working hours and returned to QRL, at our discretion, if you are absent from work for an extended period.
- ⌘ Unless in the event of an emergency, no person other than an appropriately trained employee shall operate the vehicle.
- ⌘ We shall not accept responsibility for any penalty or fine that may be imposed in relation to the use of the vehicle unless required by law, in which case you shall reimburse us for the penalty or fine.
- ⌘ You will ensure that the vehicle is properly maintained and we have the right to inspect the vehicle upon demand.
- ⌘ We reserve the right to seek payment from you for any maintenance, repairs or replacement of the vehicle caused through the wilful or negligent misuse of the vehicle by you.
- ⌘ Any maintenance and/or repairs to the vehicle shall be carried out by a service provider approved by QRL and, subject to the provisions above, at the expense of QRL.
- ⌘ Should the vehicle be involved in an accident or otherwise damaged you must notify us immediately.

During the course of employment, employees may also use a company pool car. In addition to the conditions outlined above, use of pool cars is subject to the employee completing the log book to a satisfactory standard.

Company Equipment and Property

All documents, records, papers, manuals, materials of any nature and other property of, or relating to, the business of QRL, whether prepared by you or not, are the property of QRL.

All equipment and company property should be safeguarded and remain on QRL's premises unless permission has been granted for the item to be removed.

Social Activities

QRL encourages social activities to reward employees for their efforts. Occasionally we may hold social functions or request you to attend stakeholder or social functions, where alcohol is available.

QRL promotes the responsible consumption of alcohol and we expect employees to drink responsibly. Work related social activities are not compulsory. All work related social activities are not compulsory and that in the event you choose to consume alcohol at any work related function you should do so in moderation and respect those who do not wish to partake.

Employee Records

It is important that up-to-date records are accurately and rigorously maintained regarding your personal details and career history. Please ensure that you update any changes to your personal details such as your address, telephone number or emergency contacts, as well as any additional experience or qualifications gained through the employee service portal of ConnX.

Reimbursement of Expenses

If you use your own money for work related expenses we will reimburse you, as long as the expense is necessary to your job and:

- a Your manager gives you the ok beforehand.
- a You have documentary evidence of the expense satisfactory to your manager.
- a You make a claim for reimbursement within a reasonable time of incurring the expense.

On occasion, you may be required to entertain stakeholders and business associates. This entertainment is dependent upon the existence of a business relationship and that the relationship would benefit QRL. When more than one employee is present at a business meal or entertainment event, the most senior employee must pay and claim the expense. All expense claims need to be approved by the appropriate manager prior to reimbursement.

Provided that we are satisfied the expenses incurred are legitimate business expenses, reimbursement will be made within fourteen days.

All expenditures must be reported accurately and in a timely way and an accurate and auditable record of all financial transactions relating to QRL must be maintained in accordance with generally accepted accounting principles. No entry should be made in the company records that distorts or disguises the true nature of any transaction.

Please note that submission of a fraudulent expense report will be regarded as serious misconduct and disciplinary action up to and including summary dismissal may apply.

POLICIES AND PROCEDURES

The following information is important extracts from our Human Resource Policies and Procedure Manual. As part of your induction you are expected to familiarise yourself with our policies and your responsibilities and obligations. The Human Resource Policies and Procedure Manual can be found on the QRL intranet.

Code of Conduct

QRL is committed to delivering the highest standards of corporate practice and business conduct. We aim to be a model corporate citizen; conducting business in an ethical and responsible manner, complying with all applicable legal requirements, promoting a positive and ethical work environment for employees, and making a positive contribution to the community.

Corporate Governance

- ❧ QRL is responsible for the control, supervision and regulation of the thoroughbred code of racing in Queensland.
- ❧ The Board is responsible for determining the strategic direction of QRL and ensuring compliance with the statutory obligations.
- ❧ The Chair of the Board plays an important leadership role in ensuring QRL works effectively.
- ❧ The Deputy Chair of the Board acts as the Chair of the Board during all periods when the Chair is absent from duty or, for another reason, cannot perform the functions of the office.
- ❧ The Chief Operations Manager and Director Integrity Operations are responsible for ensuring all QRL officials within their organisational area comply with the Code.

Principles of the Public Sector Ethics Act

- ❧ All officials must support the implementation of government policy effectively and impartially, and carry out official duties lawfully, observing statutory obligations.
- ❧ All officials must treat all stakeholders and employees with courtesy, honesty and fairness and with proper regard for their rights and obligations.
- ❧ All officials must perform their duties with the highest standards of personal integrity and honesty.
- ❧ All officials must comply with all reasonable and lawful instructions, comply with and implement QRL policies faithfully and impartially, and exercise all reasonable care, skill and diligence in giving information or advice.
- ❧ All officials must ensure QRL resources are safeguarded and not wasted abused or used improperly or extravagantly.

Code Breaches

- ❧ If you are aware of, or have genuine suspicions of, any breaches to our code of conduct, policies and procedures manual or any legal violation you must report these issues to your manager.
- ❧ If you, in good faith, make a complaint or disclosure about an alleged breach of the code you will not be disadvantaged or prejudiced for making a complaint or disclosure.

Workplace Health and Safety

The health, safety and welfare of our employees, customers and community is very important to QRL. We recognise our responsibility to provide a safe and healthy workplace for all employees, stakeholders, visitors and contractors. To ensure the wellbeing of others, we are committed to:

- Identifying and controlling factors within the workplace that may cause injury or health issues.
- Providing safe equipment and systems of work.
- Ensuring compliance with legislative requirements and industry standards.
- Providing information, training and supervision to ensure safety.

To assist QRL in providing a healthy and safe workplace you must report any incidents, injuries, or identified hazards to your manager immediately. Workplace health and safety is not a "one-way street", everyone is responsible for ensuring the highest possible care in all work related activities.

Workplace Rehabilitation

QRL recognises that there are substantial benefits to be gained from rehabilitation principles and practices and is committed to implementing them in the workplace. QRL is committed to:

- Fostering a culture of acceptance for workplace rehabilitation.
- Providing a process to support an early safe return to work and maximise independent functioning.
- Ensuring that the position of rehabilitation coordinator is adequately resourced.
- Ensuring that adequate storage is provided to maintain the confidentiality of rehabilitation files.

Emergency and Evacuation Procedures

In the interests of both employee and stakeholder safety, you must make sure you are familiar with the procedures for evacuating the workplace and your responsibilities in emergency situations. It is important to know where the first aid kits, hose reels, fire extinguishers and emergency exits are located.

Please ensure that you are familiar with all workplace health and safety policies and procedures applicable to your role and as detailed in our Workplace Health and Safety and Workplace Rehabilitation Policy.

Smoking, Drugs and Alcohol

QRL is committed to providing a smoke free work environment that is also free from the risks of hazards and injury associated with the abuse of alcohol or other drugs.

In accordance with the legislation, smoking is not permitted in any work area including company vehicles. Those employees who do smoke cigarettes should be conscious of the company's corporate image and be discreet when selecting a smoking location outside of the work area.

Alcohol and drug use can affect your work performance, posing health and safety risks to employees, stakeholders, and members of the public. As a general rule, for safety and social reasons, you should never arrive at work or be at work while intoxicated or under the influence of illicit drugs or other drugs that impair your ability to perform your duties. Consumption of alcohol at QRL and stakeholder functions may be acceptable provided that alcohol is not consumed in excess.

If we suspect you are intoxicated or under the influence of illegal or non-prescription drugs you may be required to undergo alcohol or drug tests. If the tests indicate intoxication above the legal or acceptable limit and/or you refuse to take a test, you may be subject to disciplinary action.

Repeated poor work performance caused by alcohol or drug use, or significant impairment that makes you unable to perform the duties of your role, create a serious safety risk and is regarded as serious misconduct. In addition, we prohibit the possession, transfer, or use of illegal

substances on our premises, if you are found in possession of or under the influence of illegal drugs during working hours you may be subject to disciplinary action, up to and including summary dismissal.

See the Workplace Smoking, Drugs and Alcohol Policy for a detailed explanation of QRL's approach to these issues.

Personal Presentation

The image that QRL projects to the community and its stakeholders is paramount to how we are perceived. QRL employees are required to dress in a manner appropriate to their position, work location and duties while at work or any time they are representing the company, to ensure that QRL is represented positively and that our image is maintained.

QRL has a corporate uniform and available to all employees, excluding grounds staff. Each full-time employee will receive an initial issue of uniform clothing to the value of \$500, at QRL's expense and additional items of clothing may be purchased at the employee's expense. The uniform is not compulsory, except for the full time QRL receptionist, however employees are required to comply with the minimum dress standards as stipulated in the QRL code of conduct.

More detail on personal presentation is available in the Personal Presentation Policy.

Working Hours

Your working hours are set out in your Employment Agreement. Given the nature of our business you need to be flexible and available to work additional hours as required to complete your duties and meet our business and stakeholder needs.

Leave Entitlements

Annual Leave

Who is entitled to annual leave?

All full-time and part-time employees are entitled to paid annual leave.

What is my annual leave entitlement?

Full-time employees, other than stewards, are entitled to twenty (20) days of annual leave for each completed year of employment, pro-rata for part-time employees.

Full-time employees, engaged as stewards, are entitled to twenty-five (25) days of annual leave for each completed year of employment, pro-rata for part-time employees.

Unused annual leave carries forward from year to year, and is paid out at the end of your employment with QRL.

When can I take annual leave?

We encourage employees to take annual leave on a regular basis to ensure that employees have the opportunity to balance their work, social and family life. Annual leave may be taken at a time which is agreed upon with QRL, subject to the operational requirements of the company. Requests for annual leave should be made through the leave application of ConnX. We will not unreasonably refuse the taking of annual leave, however there are certain times during the year when annual leave will not usually be granted and these times differ in various parts of the business.

To ensure you maintain a healthy work and life balance, we encourage you to take leave each year. We may direct you to take annual leave in accordance with applicable legislation, which currently requires the giving of notice and says that we cannot direct you to take all of your accrued leave.

Sick/Carer's Leave

Sick/Carer's leave includes leave taken because you are ill or injured (sick leave); and leave taken to provide care to a member of your immediate family or household, who needs support because of an illness, injury or an unexpected emergency (carer's leave).

Who is entitled to paid sick/carers leave?

All full-time and part-time employees are entitled to paid sick/carers leave.

What is my paid sick/carers leave entitlement?

Full-time employees are entitled to ten (10) days of paid sick/carers leave for each year of employment, pro rata for part-time employees.

Unused sick/carers leave carries forward from year to year, but any unused personal leave is not paid out at the end of your employment with QRL.

Are there any conditions before I am entitled to personal leave?

Yes, there are conditions relating to notifying QRL of your absence and providing documentary evidence to the company regarding your absence if requested to do so.

If you are unable to attend work you must advise your manager by telephoning them as soon as possible on the day of your absence, stating the reason for your absence and as far as is practicable the estimated duration of your absence. If your manager is not available, speak to the next most appropriate manager or employee to ensure that your manager is aware of your absence.

Requests for sick/carers leave should be made through the leave application of ConnX.

We may ask you to provide reasonable proof of the reason for your absence if you take sick or carer's leave. This will usually be in the form of a medical certificate or statutory declaration, evidencing the illness, injury or unexpected emergency, as soon as reasonably practicable.

Are there any restrictions on taking paid personal leave?

Yes, unless QRL agrees otherwise in writing, you cannot take more than thirteen (13) weeks of sick leave per year (pro-rata for part-time employees). These restrictions apply even if you have accumulated more than the necessary leave required to be taken.

You are also not entitled to paid sick/carers leave for any period during which you are entitled to workers compensation payments.

Unpaid Carer's Leave

Who is entitled to unpaid carer's leave?

All employees are entitled to unpaid carer's leave.

What is my unpaid carer's leave entitlement?

You are entitled to a maximum of two (2) days of unpaid carer's leave for each occasion that you are required to care for a member of your immediate family or household because they are ill, injured or there is an unexpected emergency affecting that family or household member.

Are there any restrictions on taking unpaid carer's leave?

Yes, you are only entitled to take unpaid carer's leave if you have exhausted your paid sick/carers leave entitlements.

Requests for unpaid carer's leave should be made through the leave application of ConnX.

We may ask you to provide reasonable proof of the reason for your absence if you take unpaid carer's leave. This will usually be in the form of a medical certificate or statutory declaration, evidencing the illness, injury or unexpected emergency as soon as reasonably practicable.

Compassionate Leave

Who is entitled to compassionate leave?

All full-time and part-time employees are entitled to compassionate leave.

What is my compassionate leave entitlement?

You are entitled to two (2) days of paid compassionate leave on each occasion that a member of your immediate family or household dies or suffers an illness or injury that poses a serious threat to their life.

Additional leave may be granted at QRL's discretion should extended travel be required to attend the funeral or visit the family member.

For the purpose of this entitlement, a member of your immediate family includes: a spouse or de facto partner; or a child, parent, grandparent, grandchild, or sibling of either yourself or your spouse or de facto partner.

Are there any conditions before I am entitled to compassionate leave?

Yes, we may ask you to provide documentary evidence of the illness, injury or death as soon as practicable.

Requests for compassionate leave should be made through the leave application of ConnX.

Long Service Leave**Who is entitled to long service leave?**

Long service leave is available to full-time and part-time employees who have completed ten years of continuous employment with QRL, and to casual employees in certain circumstances.

What is my long service leave entitlement?

You will be entitled to paid long service leave in accordance with the relevant legislation.

Are there any conditions before I am entitled to long service leave?

Eligibility for taking long service leave and all conditions will be in accordance with the relevant legislation.

Long service leave may be taken at a time which is agreed upon with QRL, subject to the operational requirements of the company. A minimum of four weeks' notice should be provided to allow for any arrangements necessary to provide adequate cover during your absence. We will not unreasonably refuse the taking of long service leave.

Requests for long service leave should be made through the leave application of ConnX.

Community Service Leave

Community service leave includes leave taken to attend to community based requirements such as jury service or the defence forces.

Who is entitled to community service leave?

Community service leave is available to full-time and part-time employees who are called to attend jury service or attend ADF Reserve service, on a day that they would normally work.

What is my community service leave entitlement?

Jury service is a paid service and QRL will make up any difference should the payment be less than an employee's usual salary.

You will be entitled to unpaid defence force leave in accordance with the relevant legislation.

Are there any conditions before I am entitled to community service leave?

Yes, we may ask you to provide your jury service orders and all documentation associated with your payment for jury service; or we may ask you to provide reasonable evidence of the necessity for you to attend ADF Reserve service.

Requests for community leave should be made through the leave application of ConnX.

More detail on leave entitlements is available in the Leave Policy.

Parental Leave

Who is entitled to parental leave?

Parental leave is available to full-time and part-time employees with at least twelve (12) months continuous employment with QRL, and to casual employees who have been engaged with the company on a regular and systematic basis for at least twelve months.

What is my parental leave entitlement?

You are entitled to fifty-two (52) weeks of unpaid parental leave upon the birth or adoption of your child.

You may also request an additional period of parental leave of up to fifty-two (52) weeks. QRL will only refuse requests on reasonable business grounds.

Where can you find more information on parental leave?

We will grant parental leave in accordance with the legislation or industrial instrument applicable to your employment. There are various rules about the time for taking leave and notifying QRL of your intention to take leave.

For more detailed information on parental leave please refer to the Parental Leave Policy.

Extended Unpaid Leave

There is no standard entitlement to extended unpaid leave however; QRL may at its discretion approve extended unpaid leave considering the prevailing work requirements. Generally extended unpaid leave will not be granted if you intend to undertake other employment. You must disclose in writing to QRL any other work you plan to do while on extended unpaid leave.

Requests for unpaid leave should be made through the leave application of ConnX.

Unpaid leave of longer than three (3) months, whilst not breaking your period of continuous service, will not count as service for the purpose of calculating leave entitlements.

For more detailed information on parental leave please refer to the Leave Policy.

Payroll

You will be paid on a monthly basis to the bank account of your choice. The deposit to your bank will usually be made on the first working day after the 14th day of each month. The pay-run covers the previous two weeks, the week of the pay and a week in advance.

Your pay will be calculated in accordance with your Employment Agreement and/or applicable industrial instrument. After each pay day you will receive a payslip providing details of your pay for that period. Payroll deductions will be made for a range of purposes, including income tax, all deductions will be clearly shown on your payslip.

Payroll should be advised of any changes to your bank account or personal details via a Personal Details Form.

Overpayments

In the event of an overpayment of monies the company may recover the amount of overpayment provided that you are given notification of:

- The intention to recover the monies.
- The amount to be recovered.
- A full explanation of the reasons for the overpayment.

If on separation of employment you have not paid any amount due to QRL, we may deduct these amounts from your final pay, at QRL's discretion.

More detail on our payroll practices is available in the Payroll Policy.

Privacy

QRL will only collect personal information ethically and lawfully. We seek to collect information in a fair manner, and in a way which is not unreasonably intrusive.

Collecting Personal Information

If you are collecting personal information on the company's behalf, you must inform the person of the purpose for which the information is collected and that, subject to some limitations, they will be able to gain access to the information collected. You must collect information from the individual concerned whenever reasonable or practical to do so. If you collect information about an individual from someone else then you must take reasonable steps to ensure the individual is, or has been, made aware of all of the items listed above.

Data Security, Access and Accuracy

QRL will take reasonable steps to protect personal information; to ensure that data is appropriately accurate, complete and current; and stored no longer than necessary.

You must ensure that the confidentiality of personal information contained in our records is strictly maintained. Personal information relating to individuals, including individual employees, should not be provided to other employees unless it is required to perform their jobs.

Information relating to employment records, salaries and addresses cannot be released to external organisations unless required by law, or upon informed consent from the relevant employee.

See the Privacy Policy for a detailed explanation of our privacy practices.

Information Technology

QRL's information systems and the data on them are important components of our business. While employed by QRL you may be provided with an email address, access to our networks and the internet. You are requested to use these facilities in an appropriate, ethical and lawful manner. User names and passwords must be kept secret at all times and are not to be disclosed to any person at any time.

QRL's computer equipment, software and the information on our systems, as well as any company information you may have on personal information systems, are QRL property and may only be used for authorised purposes. You may use our systems for limited personal use however; such use must not constitute unacceptable work practices and should be conducted at times so as not to impact on your work commitments.

Things You Need to Know about your Email Use

- ✘ Email is not private; it belongs to QRL and may be read at any time by our management team.
- ✘ Email uses our name and therefore suggests that you are communicating with the authority of QRL.
- ✘ Email may be inspected by parties outside of QRL, such as in the event of litigation.

Guidelines to Ensure the Proper Use of Email

All users are to adopt the following guidelines in ensuring the proper use of electronic resources:

- ✘ Don't put anything in email that you would not want repeated to someone else.
- ✘ Don't put anything in email that you would not put in a hard copy memo.
- ✘ Tell your manager if inappropriate mail is forwarded to your address; you are responsible for the content of emails received and forwarded from your email address.

What Internet and Email Activities are Unacceptable Work Practices?

- ✘ Violating the intellectual property rights of others such as, breaching copyright by copying their graphics or text material, or using other license software without proper authorisation.
- ✘ Introducing malicious programs, (such as viruses, worms, trojan horses) to QRL systems.
- ✘ Revealing account passwords to others or allowing use of accounts by others.

- ⌘ Using QRL's internet resources for unauthorised commercial or personal advertisements, solicitations, promotions, political material or any other similar use.
- ⌘ Circumventing user authentication or security of any host, network or account or accessing the internet other than through the QRL's security system.
- ⌘ Affecting security breaches or disruptions of network communication, such as accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorised to access.
- ⌘ Without proper authorisation, invading the privacy of individuals or entities that are creators, authors, users, or subjects of information resources; this includes publishing any information, which violates or infringes upon the rights of any person.
- ⌘ Downloading or installing any executable files, this includes movie files, sound files and games.
- ⌘ Sending, receiving, accessing, displaying, printing or otherwise disseminating material that is fraudulent, illegal, discriminatory, embarrassing, sexually explicit, obscene, intimidating, defamatory, or would amount to harassment.
- ⌘ Subscribing to mailing lists, sending unsolicited emails or participating in chain letters.
- ⌘ Accessing any chat sessions (other than for work purposes) or 'blog' sites such as Face Book or My Space.
- ⌘ Sending e-mail using somebody else's email address.
- ⌘ Misrepresenting QRL or transmitting material that might bring QRL into disrepute.
- ⌘ Wasting finite resources or obstructing other employees' work by consuming large amounts of system resources, especially the sending of broadcast messages or any other types of use which would cause congestion of the networks or otherwise interfere with the work of others.
- ⌘ Without proper authorisation, transmitting or making available via the internet QRL information.
- ⌘ Using an account to send anonymous messages, or attempting to obscure the origin of any message or download material under an assumed internet address or otherwise disguise their user identity.

QRL may monitor electronic transmissions at any time, to ensure that they are used appropriately. Inappropriate use of the internet or email may result in disciplinary action, as well as any action taken by an external party. Breaches of the law will be referred to the relevant law enforcement authority and suspected official misconduct will be reported to the Crime and Misconduct Commission.

See the Information Technology Policy for a detailed explanation of our information technology practices.

Discrimination and Workplace Harassment

QRL is an equality opportunity employer. We value the diversity of our workforce and respect the differences between employees, recognising that each employee has individual skills and attributes to bring to their job. QRL is committed to treating all employees fairly based on ability, skills and culture fit and creating an atmosphere that encourages good working relationships and respect between employees.

What is Discrimination?

Discrimination means treating someone less favourably than another in the workplace because of one of the following characteristics. Discrimination can be direct or indirect, intended or unintended.

- | | |
|-------------------------|-------------------------------------|
| ⌘ Gender. | ⌘ Political Beliefs or Activities. |
| ⌘ Relationships Status. | ⌘ Trade Union Activity. |
| ⌘ Parental Status. | ⌘ Pregnancy or Potential Pregnancy. |

- | | |
|-----------------------------|--|
| • Breastfeeding. | • Gender Identification. |
| • Age. | • Sexual Orientation. |
| • Race. | • Family Responsibilities or Status. |
| • Impairment or Disability. | • Religious Beliefs or Activities. |
| • Lawful Sexual Activity. | • Irrelevant Criminal Background. |
| • Carer Status. | • Association with anyone identified on the basis of these attributes. |

What is Sexual Harassment?

Sexual harassment is unwelcome behaviour of a sexual nature, which is offensive, humiliating or intimidating; it can be a single incident depending on the circumstances. Humour, friendships and relationships based on mutual consent are not sexual harassment.

What is Workplace Harassment?

Workplace harassment is non-sexual behaviour that is unwelcome, offensive, intimidating, humiliating or threatening; it may be verbal, non-verbal or physical in nature. Workplace harassment does not include management action taken in a reasonable way by QRL in connection with your employment.

What is Victimisation?

Victimisation is conduct that threatens or harms people who have made a complaint about discrimination or harassment; agreement to be a witness in a complaint process about discrimination or harassment; or have had a complaint or discrimination or harassment made against them.

What is Vilification?

Vilification is behaviour that happens in a public place and incites other to hate, to have serious contempt for, or to severely ridicule individuals or groups because of their race, religion, sexuality or gender identity.

Your Rights and Obligations

You have a right to work in an environment free of discrimination and workplace harassment and, if it does occur, you have a right to complain, to be taken seriously and not be disadvantaged from lodging or bearing witness to a complaint. You also have a responsibility to understand discrimination and workplace harassment and to ensure that you do not participate in or condone such activities.

If you have concerns regarding discriminated or workplace harassment please refer to our *Discrimination and Workplace Harassment Policy* and *Grievance Handling Policy* for details on how to manage the situation or lodge a complaint.

Discrimination and workplace harassment will not be tolerated and disciplinary action will be taken against anyone who engages in discriminatory or harassing behaviour, or who victimises or retaliates against a person who reports discrimination.

See the Discrimination and Workplace Harassment Policy for more detail on our approach to discrimination and workplace harassment.

Grievance Procedure

QRL aims to create a healthy, safe and enjoyable work environment for employees. If you have a work related problem, a grievance, you should raise it with your manager or an appropriate person to ensure the grievance is resolved as quickly as possible.

Grievances in the workplace are important and may have serious consequences for everyone involved. Anyone involved in a grievance should display good faith at all times and genuinely participate and cooperate in attempts to resolve the matter. If you are involved in a grievance you must maintain complete confidentiality to protect everyone concerned.

QRL will treat any grievance raised seriously and investigate it confidentially and objectively.

More detail on our grievance practices is available in the Grievance Handling Policy.

Confidentiality and Intellectual Property

Confidential Information

Confidential information is an asset to QRL. We have some fairly strict policies relating to confidentiality and you are expected to comply with the obligations below.

What Kind of Information is Confidential?

Confidential information means information regarding QRL's business such as that relating to finance, pricing, stakeholders, suppliers and service, marketing, strategies, employees, technology or software, intellectual property, designs, company systems and procedures, general business, and any other information that should be treated as confidential.

Information that the public is able to access, other than because of your disclosure, is not confidential.

What if I am Uncertain about Whether Information is Confidential?

If you are not sure if information is confidential you should treat it as if it is confidential unless QRL agrees in writing that it is not confidential.

Your Confidentiality Obligations

Any information that is not generally available to the public concerning QRL's activities, results or plans must only be used for authorised purposes. During your employment and after your employment ends, you agree that you will keep confidential all confidential information, and not discuss, communicate or transmit confidential information to unauthorised persons or make any copies of confidential information. Serious disciplinary action, which may include termination of employment, may result if you are found to have breached our confidentiality requirements. Your obligations relating to confidential information continue after your employment ends.

Confidentiality provisions don't apply if you are required to disclose the information by law, you obtain your manager's approval, or you are disclosing the information for a proper purpose relating to QRL.

Intellectual Property

Intellectual property belongs to QRL and is an asset to the company. You must protect and treat intellectual property information as confidential.

What is Intellectual Property?

Intellectual property means ownership of, and rights relating to, confidential information; inventions; trademarks; patents; designs; company databases; business ideas, processes, proposals or strategies; discoveries and copyright material.

Your Intellectual Property Obligations

Any intellectual property that you create or develop relating to QRL, including any work you do for our stakeholders, belongs to QRL. If required, you must do everything necessary to transfer the intellectual property rights to QRL. Your obligations relating to intellectual property continue after your employment ends.

See our Confidentiality and Intellectual Property Policy for more detail on confidentiality and intellectual property at QRL.

Performance Counselling

QRL is committed to creating a high performance culture and endeavours to provide an effective, prompt, equitable and consistent approach to managing unacceptable performance or behaviour.

What is the Performance Counselling Process?

Performance counselling may involve, but is not limited to, action such as counselling discussions, training and education, written warnings, demotion or dismissal. All disciplinary processes should be confidential, prompt and procedurally fair.

More information on QRL's performance counselling practices is available in our Performance Counselling Policy.

Termination of Employment

Your employment with QRL can be terminated by either you or QRL by providing notice as specified in your employment agreement or the industrial instrument under which you are employed.

What if my Employment with QRL is Terminated by the Company?

If you find yourself in a situation where your employment is terminated by QRL you will be entitled to notice, or payment in lieu of notice, as per your employment agreement or applicable industrial instrument.

Can my Employment be Terminated without Notice?

Yes, despite our performance counselling processes, there are a number of actions that are regarded as so serious that immediate termination without notice may result. Such acts of misconduct may include (depending on the severity), but are not limited to:

- ✘ Fraud.
- ✘ Theft from QRL, another employee, contractor or stakeholder.
- ✘ Violence or fighting.
- ✘ Workplace harassment.
- ✘ Sexual harassment.
- ✘ Wilful disobedience.
- ✘ Wilful destruction or property belonging to QRL, another employee, contractor or stakeholder.
- ✘ Insubordination.
- ✘ Drunkenness or under the influence of illegal drugs.
- ✘ Use, sale or possession of illegal non-prescription drugs whilst on QRL premises.
- ✘ Sleeping on the job.
- ✘ Insulting words/ abusive language/ obscenity.
- ✘ Failure to observe safety rules.
- ✘ Insolence.
- ✘ Concealment of a material fact on engagement.
- ✘ Dishonesty in the course of the employment.
- ✘ Conviction or an offence which makes you completely unfit for work.
- ✘ Harassing or discriminating against a employee, contractor or stakeholder.

Return of QRL Property

On or before your employment ends, you must return to QRL all records of confidential information and intellectual property and any other company property that is in your possession or control.

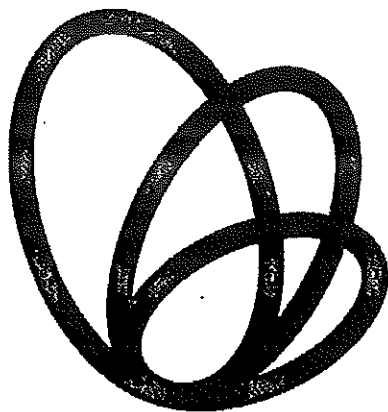
See the Termination of Employment Policy for a detailed explanation of QRL's termination of employment practices.

EMPLOYEE DECLARATION

1. I have read and understand the provisions of Queensland Racing Limited's Employee Handbook.
2. I agree to observe and comply with the policies and procedures included in this Employee Handbook. I acknowledge that they do not form terms and conditions of my employment contract with QRL unless expressly referred to in my Employment Agreement. If there is any inconsistency between the terms of this Employment Agreement and this Employee Handbook, I acknowledge that the terms of this Employment Agreement will prevail.
3. I shall return this original declaration to Queensland Racing Limited and retain the Employee Handbook for my future reference and use.

Employee Signature: _____ Date: _____

Employee Name: _____



RACING QUEENSLAND

CODE OF CONDUCT A Guide to Behaviour Expectations

Authorised By:	Remuneration and Nomination Sub-Committee	Date of Authorisation:	1 July 2010
Last Amendment Date:	1 July 2010		
Review Due Date:	30 June 2011		
Policy Owner:	Chief Financial Officer		
Related Documents:	<ul style="list-style-type: none">▪ Harassment, Discrimination and Bullying Policy▪ Workplace Health and Safety Policy▪ Grievance Handling Policy▪ Performance Counselling Policy▪ Workplace Health and Safety Act 1995▪ Racing Act 2002▪ Fair Work Act 2009		

Any person who requires assistance in understanding this document should contact their manager.



MESSAGE FROM THE CHAIRMAN

Racing Queensland Limited (Racing Queensland) plays a crucial role in the racing industry in Queensland. Racing Queensland is committed to the efficient administration of the industry and acknowledges that its decision making impacts on all participants in the industry.

Public confidence in the racing industry depends upon Racing Queensland managing the industry in a fair and transparent manner according to the highest standards of probity and integrity.

This Code of Conduct applies to all Racing Queensland officials, including Board members, in the performance of their functions and duties. Racing Queensland officials are expected to maintain the highest standards in professional and business ethics and, through their work, performance and behaviour, ensure that confidence in the integrity of Racing Queensland is justified and maintained. Racing Queensland is committed to fostering a working environment that relies on personal integrity, quality management and a high level of service. To this end, Racing Queensland has produced this Code of Conduct which details the expected levels of behaviour required of all Racing Queensland officials. The Board of Racing Queensland is committed to ensuring compliance with the provisions of this Code at all times.

RG Bentley
Chairman
Racing Queensland Limited

Racing Queensland Limited (Racing Queensland) is committed to delivering the highest standards of corporate practice and business conduct. We aim to be a model corporate citizen; conducting business in an ethical and responsible manner, complying with all applicable legal requirements, promoting a positive and ethical work environment for employees, and making a positive contribution to the community. Racing Queensland:

- a Will work to inspire the utmost faith, confidence and support of all participants and stakeholders in racing in Queensland.
- a Is committed to fairness, impartiality and transparency in its decision making.
- a Will act in the best interests of racing in Queensland.
- a Will comply with this Code of Conduct (Code) to ensure integrity in its operations.

PART 1 INTRODUCTION

To help Racing Queensland meet its objectives, the Code summarises Racing Queensland's standards for conduct, defining the expectations of employees to support behaviour consistent with company values. Every Racing Queensland employee must:

- a Act in accordance with the Code, their employment contract, Racing Queensland policies and statutory obligations imposed on Racing Queensland and on Racing Queensland employees.
- a Act with the highest standards of professionalism, honest, diligence and integrity.

1.1 TO WHOM DOES THE CODE OF CONDUCT APPLY

The Code applies to all Racing Queensland employees.

Former Racing Queensland employees must also continue to respect the provisions of the Code, particularly in relation to the confidentiality of information and ownership of intellectual property to which the former Racing Queensland employee had access in the course of work with Racing Queensland.

1.2 WHY HAVE A CODE OF CONDUCT?

All employees of Racing Queensland are "public officials" within the meaning of the *Public Sector Ethics Act 1994* and are required to comply with its provisions. Under this Act Racing Queensland is required to have a code of conduct to provide standards of conduct for all Racing Queensland employees.

All employees must ensure that they understand and follow the requirements of the Code and any additional standards, instructions and processes that apply. Failure to adhere to the requirements of the Code is taken very seriously and may result in disciplinary action up to and including summary dismissal.

The Code is a reference to important information however, it cannot address every situation, nor does it serve as a substitute for employees' individual responsibility to exercise good judgement and common sense to ensure that actions never damage Racing Queensland's reputation.

PART 2 DEFINITIONS

Conflict of Interest: a real or perceived conflict between a private interest and an official duty. A real conflict of interest exists when a reasonable person, in possession of the relevant facts, would conclude that the official's private interests interfere, or are likely to interfere, with the proper performance of the official's duties. A perceived conflict of interest exists when it appears that an



official's private interests may interfere with the proper performance of the official's duties although, in reality, this may not be the case.

Corruption: criminal behaviour that may involve fraud, theft, the misuse of position or authority or other acts that are unacceptable to Racing Queensland and which may cause loss to Racing Queensland, its stakeholders or the general community. This may also include other elements such as breaches of trust and confidentiality.

Ethics Principles: principles identified in the Public Sector Ethics Act 1994 as: respect for the law and system of government, respect for persons, integrity, diligence, and economy and efficiency.

Fraud: the intentional use of false representations or deception to avoid an obligation and/or gain an unjust advantage.

Interest: used in relation to declaring personal interests or conflicts of interest, the term "interest" means direct or indirect personal interests of Racing Queensland Limited officials. Interests may be pecuniary (that is, financial or economic forms of advantage) or non-pecuniary (that is, non-financial forms of advantage).

Maladministration: administrative action that is unlawful, arbitrary, unjust, oppressive, improperly discriminatory or taken for an improper purpose.

Official Misconduct: as defined in the Crime and Misconduct Act 2002, means conduct that could, if proved, be a criminal offence or a disciplinary breach providing reasonable grounds for terminating the Racing Queensland official's employment or services.

Public Interest: for a Racing Queensland official, acting in the public interest means acting lawfully and/or in accordance with Racing Queensland policy. In the absence of legal or policy frameworks, it means acting for the common good of the community. Racing Queensland has developed a policy on safeguarding the public interest; Racing Queensland officials should refer to this policy for guidance on what constitutes the public interest and Racing Queensland's responsibilities to this end.

Public Interest Disclosure: as defined in the Whistleblowers Protection Act 1994, means a disclosure of information about official misconduct, maladministration, negligent or improper management affecting public funds, reprisal, or danger to public health or safety or environment.

Racing Queensland Limited Official: includes Board members of the Racing Queensland Board and all other persons employed or remunerated by Racing Queensland, whether full-time, part time, permanent, fixed-term, contract or casual and includes members of any Racing Queensland sub-committee.

Racing Queensland Limited's Policies: policies from time to time adopted by Racing Queensland.

Reprisal: as defined in the Whistleblowers Protection Act 1994, occurs when a person causes, attempts or conspires to cause, detriment to another person because, or in the belief that, anybody has made, or may make, a public interest disclosure.

Statutory Obligations: obligations imposed from time to time by legislation including, where relevant and without limitation, obligations imposed on Racing Queensland and/or Racing Queensland's officials by: *Anti-Discrimination Act 1991*, *Crime and Misconduct Act 2002*, *Corporations Act 2001*, *Public Records Act 2002*, *Public Sector Ethics Act 1994*, *Racing Act 2002*, *Whistleblowers Protection Act 1994* and *Workplace Health and Safety Act 1995* and any relevant regulations made pursuant to statute.

Whistle Blowing: when, in the public interest, as provided for in the Whistleblowers Protection Act 1994, a person discloses information about official misconduct, maladministration, negligent or improper management affecting public funds, reprisal, or danger to public health or safety or environment.

3.1 ROLE OF RACING QUEENSLAND LIMITED

Racing Queensland is responsible for the control, supervision and regulation of racing in Queensland. Racing Queensland is:

- The approved control body for racing in Queensland under the *Racing Act 2002*.
- The "principal racing authority" in Queensland under the Australian Rules of Racing.

3.2 ROLE OF THE BOARD OF RACING QUEENSLAND LIMITED

The Board of Racing Queensland is responsible for determining the strategic direction of Racing Queensland and ensuring compliance with the statutory obligations imposed on Racing Queensland.

A Board member shall act independently and not in the interests of any sectional interests. A Board member has an obligation to be impartial in judgement and actions and to take all reasonable steps to be satisfied as to the soundness of all decisions to be taken by the Board.

The *Racing Act 2002* requires every Board member of Racing Queensland to disclose a personal interest, or a direct or indirect financial interest, in an issue being considered, or about to be considered, by the Board where the interest could conflict with the proper performance of the member's duties about the consideration of the issue. Unless the Board otherwise directs, the member must not be present when the Board considers the issue or take part in a decision of the Board about the issue.

A member of the Board of Racing Queensland shall attend Board meetings. When a member is unable to attend a Board meeting, the member must obtain a leave of absence.

A Board member must ensure the member is fully informed of the activities and affairs of Racing Queensland and racing generally, including statutory obligations imposed on Racing Queensland and on Racing Queensland officials.

3.2.1. *Role of the Chair of the Board*

The Chair of the Board of Racing Queensland plays an important leadership role in ensuring Racing Queensland works effectively. These responsibilities include ensuring:

- The Board reviews the method by which the senior management team undertakes day to day management of Racing Queensland.
- All relevant issues are included on the agenda for the Board's meetings and that Board members receive timely and relevant information on agenda items.
- Members of the Board comply with their statutory obligations and with the provisions of the Code.

3.2.2. *Role of the Deputy Chair of the Board*

The Deputy Chair of the Board of Racing Queensland must act as the Chair of the Board during a vacancy in the office of the Chair and during all periods when the Chair is absent from duty or, for another reason, cannot perform the functions of the office.

3.3 ROLE OF THE CHIEF EXECUTIVE OFFICER AND DIRECTOR INTEGRITY OPERATIONS

The Chief Executive Officer and Director Integrity Operations:

- Are responsible for ensuring all Racing Queensland officials within their organisational area comply with the Code.



- Have a duty under the *Crime and Misconduct Act 2002* to report to the Crime and Misconduct Commission any allegation of "official misconduct".
- Must comply with all statutory obligations imposed on them in their capacities as executive managers in Racing Queensland.

PART 4 PRINCIPLES OF THE PUBLIC SECTOR ETHICS ACT 1994

The *Public Sector Ethics Act 1994* imposes obligations on Racing Queensland officials as "public officials"; as such Racing Queensland officials must comply with the five Ethics Principles prescribed by the Act.

4.1 RESPECT FOR THE LAW AND SYSTEM OF GOVERNMENT

All Racing Queensland officials must support the implementation of government policy effectively and impartially, and carry out official duties lawfully, observing, where applicable, statutory obligations. The conduct of all Racing Queensland officials is subject to relevant statutory obligations, the requirements and sanctions specified in the Code, their employment contract and Racing Queensland policies.

4.2 RESPECT FOR PERSONS

All Racing Queensland officials must:

- Treat all licensees and participants in the racing industry with courtesy, honesty and fairness and with proper regard for their rights and obligations.
- Respond to reasonable demands of stakeholders and line managers in a timely manner.
- Cooperate and assist co-employees in the performance of their duties when reasonably requested to do so.
- Support their co-employees in a responsible and ethical manner.
- Exercise powers fairly and equitably.

All Racing Queensland officials should deal with all matters in accordance with approved procedures, promptly and without discrimination. There is an obligation on all Racing Queensland officials to treat every issue reasonably and fairly and with a view to meeting the principles of natural justice.

4.2.1 Discrimination and Workplace Harassment

All Racing Queensland officials must provide a workplace free from unlawful discrimination, harassment, bullying and intimidation and hostile, offensive or distressing behaviour. They must ensure they understand their responsibilities under Racing Queensland's HR Policy on Harassment, Discrimination and Bullying. They have a duty to disclose breaches of this policy.

If managers become aware of inappropriate conduct, they do not have to wait for a complaint to be lodged before taking action. As with their other areas of responsibility, if managers become aware of a problem, they are expected to respond to that problem.

Racing Queensland's HR Policy on Harassment, Discrimination and Bullying applies to all Racing Queensland Board members, officials, other employees, workers and agents, including contractors, consultants, work experience students and other volunteers.

Racing Queensland officials who become aware that another person is being subjected to sexual harassment, bullying or unlawful discrimination should seek advice and assistance from the Harassment and Discrimination Referral Officer, or, if it is not appropriate to approach this officer, the matter should be reported in accordance with the HR Policy on Harassment, Discrimination and Bullying and the associated Grievance Handling Policy.



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Any reports of discrimination, victimisation, sexual harassment, vilification and bullying will be treated seriously and dealt with promptly, confidentially and impartially. Disciplinary action will be taken against anyone who discriminates against, victimises, sexually harasses, vilifies or bullies a co-worker. Discipline may involve a warning, transfer, counselling, demotion or dismissal, depending on the circumstances.

4.2.2. Workplace Health and Safety

In the workplace, all Racing Queensland officials must take all reasonable practical steps to ensure the safety, health and welfare of themselves and others.

All Racing Queensland officials must comply with statutory obligations and Racing Queensland's policy on Workplace Health and Safety.

4.2.3. Whistleblowing

All Racing Queensland officials must report to their line manager or the CEO or Director Integrity Operations (as appropriate), any suspected or actual instances of official misconduct, maladministration, negligent or improper management affecting public funds, reprisal, or danger to public health, safety or the environment of which they are aware. In doing so, Racing Queensland officials should follow the guidelines in the policy adopted by Racing Queensland on Whistleblowers. The *Whistleblowers Protection Act 1994* protects those who make public interest disclosures.

Failure to report suspicious activities or circumstances may be seen as compounding or assisting official misconduct, maladministration, negligent or improper management affecting public funds, reprisal, or danger to public health or safety or environment and may constitute improper conduct requiring disciplinary action.

If a Racing Queensland official is found to have breached the *Whistleblowers Protection Act 1994*, the breach will be considered a serious breach of this Code and the Racing Queensland official may be subjected to disciplinary action, including, in appropriate cases, instant dismissal.

Under the *Crime and Misconduct Act 2001*, the CEO or Director Integrity Operations (as appropriate) must refer matters of actual or suspected official misconduct to the Crime and Misconduct Commission.

4.3 INTEGRITY

All Racing Queensland officials must:

- a. Perform their duties with the highest standards of personal integrity and honesty so as to maintain and enhance public confidence in Racing Queensland and racing in Queensland.
- a. Provide a timely and competent service to all members of the public and industry.
- a. Not use or allow another person to use their official position of authority improperly.

4.3.1 Conflicts of Interest

Every Racing Queensland official must:

- a. Carry out their duties impartially and regardless of personal preferences.
- a. Avoid private, financial or other interests or undertakings that could directly or indirectly compromise or conflict with the performance of their duties.
- a. Disclose any interest, which may impact or have the potential to impact on the performance of their duties.
- a. Take action to resolve any conflict between personal interests and official duties in the favour of the public interest.

All full-time employees of Racing Queensland must disclose in writing to the CEO or Director Integrity Operations (as appropriate) any secondary paid employment they may have. Failure to



disclose this information may result in a Racing Queensland official being disciplined or, in appropriate cases, instantly dismissed. Secondary employment within the racing industry represents a prima facie conflict of interest and is not permitted without specific authorisation.

All Racing Queensland officials resigning or retiring to take up business appointments should give consideration to possible conflicts of interest that may arise. Where an offer of appointment could give rise to an actual or apparent conflict of interest, a Racing Queensland official should apply to the CEO or Director Integrity Operations (as appropriate) for assent to take up the proposed employment. If a conflict of interest is identified, the CEO or Director Integrity Operations (as appropriate) may obtain an undertaking from the Racing Queensland official regarding the use of information gained in the Racing Queensland official's employment with Racing Queensland.

4.3.2 Gifts or Benefits

All Racing Queensland officials must comply with Racing Queensland's Gifts and Benefits Policy, which has been adopted by Racing Queensland.

4.3.3 Confidentiality

All Racing Queensland officials have access to confidential information. Appropriate safeguards and care must be taken to ensure that unauthorised access or distribution is not permitted.

No Racing Queensland official may take, or seek to take, improper advantage of confidential information gained in the course of employment or in their official capacity. No Racing Queensland official may disclose confidential information to any person unless it is required by law or is required by their duties and is consistent with this Code or specifically authorised. If a Racing Queensland official resigns or leaves Racing Queensland, the official must not disclose confidential information acquired when they acted as an official of Racing Queensland.

A member of the Board of Racing Queensland must not disclose confidential information discussed at Board meetings and/or acquired while acting as a Board member.

If a Board member resigns or leaves the Board the member shall have regard to the duty:

- a. Not to disclose confidential information.
- a. To act bona fide in the interests of Racing Queensland.

4.4 DILIGENCE

All Racing Queensland officials must:

- a. Comply with and implement Racing Queensland policies faithfully and impartially.
- a. Comply with all reasonable and lawful instructions.
- a. Exercise all reasonable care, skill and diligence in giving information or advice.
- a. Perform their duties and functions of office to a high standard and with proper diligence, care and attention.
- a. Use their skills and experience to the best advantage of Racing Queensland.
- a. Refrain from frequently using, or using to excess, alcohol, drugs or other substances where that use may have an adverse affect on their work performance or behaviour, or on the integrity of Racing Queensland.

4.4.1 Performing Duties

All Racing Queensland officials must perform all duties associated with their positions diligently, impartially, conscientiously, with proper care and attention, in a civil manner and to the best of their ability. This includes:

- a. Performing their duties in such a way that Racing Queensland will be held in high regard by the community and the industry;



- Following any professional standards of conduct relevant to their office;
- Maintaining adequate documentation to support decisions; and
- Helping Racing Queensland adhere to its statutory obligations.

4.4.2 Monitoring Performance

All Racing Queensland officials who manage or supervise others must ensure that:

- Their work and that of their staff helps Racing Queensland adhere to its statutory obligations;
- Where their staff breach this Code, the official takes appropriate action.

4.4.4 Use of Alcohol and Drugs

It is a criminal offence to possess or use illegal drugs at any time. All Racing Queensland officials must comply with Racing Queensland's *Workplace Smoking, Drugs and Alcohol Policy*. If a Racing Queensland official is found guilty of possessing or using illegal drugs, it will be considered a serious breach of this Code and the official may be subjected to disciplinary action, including instant dismissal.

4.5 ECONOMY AND EFFICIENCY

All Racing Queensland officials must:

- Strive to obtain value for Racing Queensland money spent.
- Ensure Racing Queensland resources are safeguarded and not wasted abused or used improperly or extravagantly.
- Not misuse the electronic communication systems of Racing Queensland to access, create, store, copy, retrieve or distribute offensive material.

4.5.1 Using Resources for Official Purposes

All Racing Queensland officials must ensure Racing Queensland resources are:

- Used economically.
- Used for the purposes for which they were provided.
- Treated and maintained with appropriate care.
- Secured against theft or misuse.

In serious cases, a Racing Queensland official who misuses resources may be found guilty of misconduct or maladministration.

All Racing Queensland officials who manage or supervise others must ensure that their employees use Racing Queensland resources appropriately.

4.5.2 Private Use

Limited personal use of Racing Queensland resources for non-official purposes may be acceptable.

In general terms, limited personal use involves:

- Minimal additional expense to Racing Queensland.
- An expectation that it will be performed during the employee's non work hours.
- Does not interfere with the operation of Racing Queensland.
- Does not violate this Code, statutory obligations or Racing Queensland policies.

If a Racing Queensland official is unsure as to whether their proposed personal use of Racing Queensland resources is acceptable, the official should seek advice from their line manager.



Where a Racing Queensland official uses Racing Queensland internet, intranet and electronic mail system, the official must comply with the policy on internet and email adopted by Racing Queensland.

4.5.3 Motor Vehicles

All Racing Queensland officials who use a motor vehicle owned by Racing Queensland must use it only for official purposes, unless the terms of their employment contract otherwise provide or the CEO or Director Integrity Operations (as appropriate) has authorised in writing private use of the motor vehicle by the official.

4.5.4 Expense reimbursement

All Racing Queensland officials must comply with Racing Queensland's Expense Reimbursement Policy. This policy sets out the requirements of Racing Queensland regarding expenditure while on official duty.

PART 5 BREACHES TO THE CODE OF CONDUCT

Board members who breach statutory obligations or the provisions of this Code or their employment contract will be dealt with by the Chairperson in a manner determined by a majority of the Board. Any action taken against a Board Member shall be consistent with the provisions of the *Racing Act 2002*.

All Racing Queensland officials who breach statutory obligations or the provisions of this Code or their employment contract may be subject to disciplinary action, including, where appropriate, instant dismissal.

The CEO or Director Integrity Operations or their delegated managers will deal with breaches by an employee of Racing Queensland. Where it is not considered harsh, unjust or unreasonable to do so, the CEO or Director Integrity Operations or their delegated managers may suspend a Racing Queensland official from work, either with or without pay, while an alleged breach is being investigated. Disciplinary action may constitute, but is not restricted to, counselling, warnings or reprimands or suspension or dismissal, as the case requires.

Serious breaches, such as official misconduct, may need to be referred to the Crime and Misconduct Commission. Any action taken will accord with the principles of procedural fairness. In the case of suspected or actual official misconduct or maladministration, procedural fairness does not mean that the person under investigation is to be presented with the allegations prior to an investigation. The relevant investigating authority will determine the appropriate time for advising the person of the allegations and affording the person the opportunity to respond.

REVISION HISTORY

Revision	Date	Description of Changes	Author
01.00	1/7/2010	New Policy	HRBS