

PRODUCT AND PROGRAM  
AGREEMENT

Date: 9 June 1999

TOTALISATOR ADMINISTRATION BOARD OF QUEENSLAND  
("TABQ")

QUEENSLAND RACE PRODUCT CO LTD  
("Product Co")

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

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AGREEMENT made at Brisbane on this 9<sup>th</sup> day of June 1999.

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

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

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

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

AND: GREYHOUND RACING AUTHORITY of Amy Street, Breakfast Creek

RECITALS

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

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

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

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

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

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

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

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

But Confidential Information does not include any information which:-

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

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

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



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

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

"Event of Insolvency" means

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

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

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

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

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

"Gross Wagering Revenue" means:

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

and

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

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

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

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

"Marketing Rights" means any right :

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" means the State of Queensland.

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

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

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

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

### 1.2 Interpretation

(a) In this Agreement:-

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

and unless the context indicates a contrary intention:

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



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

## 2. CONDITIONS

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

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

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

### 3. COMMENCEMENT AND TERM

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

*30 June 2014 15 years*

### 4. RELATIONSHIP OF PARTIES

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

### 5. PRODUCT CO AND THE QUEENSLAND CONTROL BODIES

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



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- may increase provided the nature and scope of the advertising or sponsorship does not change; and
- (iii) evidence is provided to the TABQ by Product Co, the Queensland Control Bodies or the relevant Queensland Racing Entity within 10 Business Days of the Effective Date of the following items in relation to the type of advertising and sponsorship as at 31 May 1999:
- A. the identity of all sponsors and the relevant Queensland Racing Entity in relation to each sponsor;
  - B. the Race(s), Race Meeting(s) or other event(s) relating to Racing which is sponsored by each of the identified sponsors;
  - C. the identity of all advertisers, their products and the relevant Queensland Racing Entity in relation to each advertiser and product;
  - D. the name of the Race Meeting or Race course or other site or publication where the advertising for each product is to take place; and
  - E. the nature of the advertising (including visual or audio) for each product for example if it is advertising on billboards situated at the location of a Race Meeting, track advertising (including advertising which would be visible or audible on any Audiovisual Television Coverage or audible on any live feed on radio) or advertising in race books distributed by the Queensland Racing Entity or available at the Race Meeting; and
- (iv) Product Co, the Queensland Control Bodies or the relevant Queensland Racing Entity notifies the TABQ, within 10 Business days of entering into any arrangements with advertisers or sponsors of Races and Race Meetings which compete with the Race Wagering Business, in the gambling market, of the particulars of the kind set out in clause 5.1(c)(iii) A to E.

- 5.2 Each of the Queensland Control Bodies will ensure that Product Co meets and performs its obligations under this Agreement, including ensuring that Queensland Racing Entities provide to Product Co such Australian Racing Product as required to enable Product Co to meet its obligations under this Agreement.
- 5.3 Each of the Queensland Control Bodies is liable for any breach by Product Co of its obligations under this Agreement. To the extent that a breach by Product Co involves or relates to a particular code or codes of Racing the Queensland Control Body or Bodies responsible for that code or codes hereby indemnify and shall keep indemnified the other Queensland Control Body or Bodies, as the case may be, from and against liability for such breach.
- 5.4 The liability of Product Co and the Queensland Control Bodies is several.
- 5.5 The Queensland Control Bodies must enter into (on or before the Effective Date) and must maintain and enforce binding contracts with the Queensland Racing Entities who are registered with them from time to time to the effect set out in clause 5.6.

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

## 6. PRODUCT AND STRATEGY COMMITTEE

### 6.1 Establishment of Product and Strategy Committee

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

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

### 6.2 Composition and Procedures of Committee

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



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

## 7. SUPPLY OF QUEENSLAND RACING CALENDAR AND QUEENSLAND RACING PROGRAM

### 7.1 Determination of the Queensland Racing Calendar

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

### 7.2 Determination of Queensland Racing Program

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

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

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

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

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

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

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

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

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



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

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

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

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

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

### 7.6 Failure to Supply Queensland Racing Calendar or Queensland Racing Program

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

## 8. WAGERING PROGRAM

### 8.1 Determination of Wagering Program

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

### 8.2 Performance of Wagering Program

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



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

### 9. SUPPLY OF AUSTRALIAN RACING PRODUCT

#### 9.1 Obligation to Supply the Australian Racing Product

Product Co must supply Australian Racing Product to TABQ

#### 9.2 Timing of Supply of Australian Racing Product

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

#### 9.3 Format

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

#### 9.4 Exclusivity of Supply of Australian Racing Product

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

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(c) Nothing in clause 9.4(b) will prohibit Queensland Racing Entities from providing:

(i) Audiovisual Television Coverage and Australian Racing Product and/or Australian Racing Information and the Marketing Rights associated with the Audiovisual Television Coverage to Sky Channel Pty Ltd pursuant to the contracts existing as at 14 October, 1997 between the Queensland Racing Entities and Sky Channel Pty Ltd during the term of those contracts (not counting any extensions of term where the Queensland Racing Entities agreed to an extension); or

(ii) Audiovisual Television Coverage to the holder of a television broadcasting licence for broadcast or communication to the public free of charge (except any broadcast or communication in connection with a service (including a teletext service) that provides no more than data, or no more than text (with or without associated still images) or a service that makes programs available on demand on a point to point basis, including a dial-up service) provided:

A. No amount is payable or other consideration or benefit is directly or indirectly received; and

B. No advertising during the broadcast or communication or sponsor of the broadcast or communication disparages or competes with the Race Wagering Business, in the gambling market;

(d) Nothing in clause 9.4(c)(ii) will prohibit Queensland Racing Entities from providing Audiovisual Television Coverage to the holder of a broadcasting licence provided:-

(i) it is necessary to fulfil any enforceable obligation on the Queensland Racing Entity to the holder of a broadcasting licence which existed as at 31 May 1999; and

(ii) Product Co and the Queensland Control Bodies ensure that any Queensland Racing Entities continue to fulfil any enforceable obligations which existed as at 31 May, 1999 on the Queensland Racing Entity to give consideration or a benefit to a holder of a broadcasting licence in exchange for the broadcast or communication to the public for free of charge of Audiovisual Television Coverage; and

(iii) Product Co, the Queensland Control Bodies or the relevant Queensland Racing Entity notifies the TABQ, within 10 Business Days of the Effective Date of details of the enforceable obligation referred to in clauses 9.4(d)(i) and (ii)



### *Product and Program Agreement*

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

#### **9.5 Inability to Supply Australian Racing Product**

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

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

### 9.6 Intellectual Property Rights in the Australian Racing Product

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

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

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

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

### 9.7 Permitted Use of the Australian Racing Product

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



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

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

### 10.1 Consideration for Australian Racing Product and Queensland Racing Program

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

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

### *Product and Program Agreement*

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

#### 10.2 Deductions from the Fee Payable pursuant to Clause 10.1

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

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



### 10.3 No Obligation to Queensland Racing Entity

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

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

## 11. ON-COURSE COMMISSIONS

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

## 12. BREACH

### 12.1 Breach

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

### 12.2 Remedying Breach

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

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

### 12.3 Costs of Remedying Breach

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

### 12.4 Breaches not Capable of Remedy

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

### 12.5 Compensation for Serious Breach

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

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

## 13. DISPUTE RESOLUTION

### 13.1 Independent Expert

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

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



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

### 13.2 Written Submissions

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

### 13.3 Method for Resolving Dispute

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

### 13.4 Information and Assistance

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

### 13.5 Fees and Expenses of Independent Expert

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

### 13.6 Court Proceedings

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

## 14. TERMINATION

14.1 This Agreement may be terminated by TABQ by 30 days written notice to Product Co and the Queensland Control Bodies if:

- (a) there is an Event of Insolvency in relation to Product Co or any of the Queensland Control Bodies; or
- (b) Product Co purports to Dispose of its interests in this Agreement without the prior written consent of TABQ; or

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

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

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

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

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

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

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



## 15. FORCE MAJEURE

### 15.1 No Liability During Force Majeure

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

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

### 15.2 Force Majeure Effects to be Overcome

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

## 16. CONFIDENTIAL INFORMATION

### 16.1 Protected Information

Each party undertakes and agrees:-

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

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

## 16.2 Permitted Disclosure

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

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



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

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

#### 16.3 Use of Information by Employees

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

#### 16.4 Survives Termination

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

16.5 Law of Confidentiality

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

16.6 No Assistance for Unauthorised Disclosure

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

17. INDEMNITY

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

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

18. WARRANTIES

18.1 Representations and Warranties of Parties

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

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



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

### 18.2 Representations and Warranties of Product Co

Product Co represents and warrants to TABQ:-

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

## 19. GENERAL

### 19.1 Notices

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

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

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

### 19.2 Governing Law

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

### 19.3 Jurisdiction

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

### 19.4 Severability

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

### 19.5 Amendments

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

### 19.6 Waiver

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

### 19.7 Further Acts

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



19.8 Assignment/Encumbrance

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

19.9 Counterparts

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

19.10 Expenses

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

19.11 Stamp Duties

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

19.12 No Representation or Reliance

Each party acknowledges that:

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

19.13 Costs

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

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19.14 Whole Agreement

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

19.15 Powers

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



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SIGNED as an agreement.

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

(Signature of Secretary)

(Signature of Chairperson)



ROBERT RAMSEY DOUGLAS  
(Name of Chairperson in Full)

BARRIE JAMES FLETTON  
(Name of Secretary in Full)

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

(Signature of Secretary/Director)

(Signature of Director)



KEVIN SEANER HENDERSON  
(Name of Director in Full)

STEVE WILLIAM CLOWELL  
(Name of Secretary/Director in Full)

THE SEAL of QUEENSLAND PRINCIPAL )  
CLUB affixed pursuant to a resolution of the )  
QUEENSLAND PRINCIPAL CLUB by )  
ANDREW (2910) BULLY )  
(Chairperson/Authorised Officer)

(Signature of Chairperson/Authorised Officer)



THE SEAL of QUEENSLAND HARNESS )  
RACING BOARD affixed pursuant to a resolution )  
of the QUEENSLAND HARNESS RACING )  
BOARD by DON BERNARD CRONLEY )  
(Secretary/Chairperson)

(Signature of Secretary/Chairperson)



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

(Signature of Secretary/Chairperson)

SCHEDULE 1

Australian Racing Information

1. Interstate Racing Calendar and Racing Program

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

2. Racecourse Details

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

3. Race Details

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

4. Thoroughbred/Horse/Dog Details

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



## *Product and Program Agreement*

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Name of trainer(s)

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

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

### 5. Jockey/Driver Details

Name

Sex

Colour of Silks

Apprentice Details

Rider and driver changes

### 6. Race Events

Running of the race

Commentary by race caller

Scratchings, late scratchings, selections and tips

### 7. Race Results

Placings

Times of place getters

Winning margins

Protest details and results (where applicable)

Correct weight

### 8. General Racing Industry Information

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

Queensland Racing Entities

Racing statistics

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*Product and Program Agreement*

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SCHEDULE 2

MINIMUM COMPONENT

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



*Product and Program Agreement*

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SCHEDULE 3

QUEENSLAND RACING CALENDAR FOR FINANCIAL YEAR ENDING 30 JUNE 2000





| AUGUST 1999  | SEQUA   | DOWNS & SVOJKA         | CL.A.                        | C.W.Q.B.A.       | N.Q.B.A.   |
|--------------|---|------------------------|------------------------------|------------------|--|
| SUNDAY 1     | SCIC  |                        |                              |                  |  |
| MONDAY 2     |   |                        | RUC                          |                  |  |
| TUESDAY 3    |   |                        |                              |                  |  |
| WEDNESDAY 4  | ITC   |                        |                              |                  |  |
| THURSDAY 5   | ITC   |                        |                              |                  | Alvord Is.   |
| FRIDAY 6     | KILCOY  |                        |                              | Yakla, Morsabak  | Caim, Farfald, Ammon, Helen Kerr, Almond (app), Townshill(II)                  |
| SATURDAY 7   | OTC, GCIC, SCIC (II), Gynpiz                          | TTC, Wankle, C/Waterco | Thompson (Cup)               |                  |  |
| SUNDAY 8     |   |                        |                              |                  |  |
| MONDAY 9     | LOCKYER   |                        |                              |                  |  |
| TUESDAY 10   |   |                        | RUC                          |                  |  |
| WEDNESDAY 11 | OTC   |                        |                              |                  |  |
| THURSDAY 12  | ITC   |                        |                              |                  | TTC  |
| FRIDAY 13    |   |                        |                              |                  | Caim, Kixley, Alvord Is, North Gregory, Towert, Townshill(II)                  |
| SATURDAY 14  | OTC, (ICIC, SCIC (II), Humbleby, Nanganu, Gynpiz (II) | TTC, Goolikwoll (Cup)  | Rockhampton, Clatsone        | Wickall          |  |
| SUNDAY 15    | SCIC  |                        | Bewald                       |                  |  |
| MONDAY 16    |   |                        |                              |                  | ATC  |
| TUESDAY 17   |   |                        |                              |                  |  |
| WEDNESDAY 18 | GCIC  |                        |                              |                  |  |
| THURSDAY 19  |   | DAILY                  |                              |                  |  |
| FRIDAY 20    | HEADSTERT   |                        |                              |                  |  |
| SATURDAY 21  | ITC, (ICIC, SCIC (II), Gynpiz (II)                    | TTC, Cumanuola, Kona   | Rockhampton, Middlemont      | Longesth Digtors | Abenon, Bowen, Caim(II), Moxley(II), Alvord Is(II), Pryle, Seba Dr., Townshill |
| SUNDAY 22    | SCIC  |                        |                              |                  |  |
| MONDAY 23    |   |                        |                              |                  |  |
| TUESDAY 24   | ISK   |                        |                              |                  |  |
| WEDNESDAY 25 | OTC   |                        |                              |                  |  |
| THURSDAY 26  | GYNPIZ  |                        |                              |                  |  |
| FRIDAY 27    |   |                        |                              |                  | NQ ALVATURS  |
| SATURDAY 28  | OTC, GCIC, SCIC (II), Gynpiz (II)                     | TTC, Quilpic, Wana     | Clatsone, Yerpom (Kewmarket) | Bartelone        | North Old Ammon, Buclio-o, Caim, Moxley, Alvord Is(II)                         |
| SUNDAY 29    | SCIC  |                        |                              |                  |  |
| MONDAY 30    |   |                        |                              |                  |  |
| TUESDAY 31   |   |                        | RUC                          |                  |  |





| OCTOBER      | SEORA   | DOWNES & SMOJA                 | G.X.A.   | G.W. J. A.A.       | R.Q.R.A.  |
|--------------|---|--------------------------------|--|--------------------|---|
| FRIDAY 1     |   |                                |  |                    |   |
| SATURDAY 2   | HTC, GCTC, SCTC, Lundshere, Gynple (II)         | TTC, Camanulla, Tia            | RJC  | Blackall, Merandah | Lower, Ganderah, Hopkinton, Mount Ix(II), Townsville                                      |
| SUNDAY 3     |   |                                |  |                    |   |
| MONDAY 4     | QTC   |                                |  |                    |   |
| TUESDAY 5    |   |                                |  |                    | TTC   |
| WEDNESDAY 6  | NYC   |                                |  |                    |   |
| THURSDAY 7   | FTC   |                                |  |                    |   |
| FRIDAY 8     |   | DALBY                          |  |                    |   |
| SATURDAY 9   | QTC, GCTC, SCTC (II), Gynple, Marango           | TTC, Warwick (Cup), Avalaballa | Emerald (IUC), Thendate, Yerron, Gladstone(II) | Arange             | Burdaia, Clon, Chosury, Gorgehouse, Mx(II), Mount Ix(II), Penland, Townsville(II)         |
| SUNDAY 10    | SCTC  |                                | Rockhampton 2YO (Ist)(II)                      |                    |   |
| MONDAY 11    |   |                                |  |                    |   |
| TUESDAY 12   |   |                                | IUC  |                    | Penland   |
| WEDNESDAY 13 | HTC   |                                |  |                    |   |
| THURSDAY 14  | LOCKYER   |                                |  | Jundah             |   |
| FRIDAY 15    | XHICOY  |                                |  | Jundah             | Ching(II), Churri Tower, Amuseur, Penland, Mx(II), Mx(II), Mount Ix, Rockland, Townsville |
| SATURDAY 16  | QTC, GCTC, SCTC, Lundshere, Wundai, Gynple (II) | TTC, Marano, Stanlunpe         | Rockhampton, Springsure, Thangol               |                    |   |
| SUNDAY 17    |   |                                |  |                    |   |
| MONDAY 18    |   |                                |  |                    |   |
| TUESDAY 19   |   |                                |  |                    |   |
| WEDNESDAY 20 | HTC   |                                |  |                    | TTC   |
| THURSDAY 21  |   | TTC (N)                        |  |                    |   |
| FRIDAY 22    | ISX   |                                |  |                    |   |
| SATURDAY 23  | HTC, GCTC, SCTC (II), Gynple, Mt. Perry         | TTC, Dawson, O'Varego, Clifton | Rockhampton (Carton Place), Gladstone          | Isford, Clement    | Calm, Julia Creek, Mx(II), Mx(II), Mount Ix(II), Townsville                               |
| SUNDAY 24    | SCTC  |                                |  |                    |   |
| MONDAY 25    |   |                                |  |                    |   |
| TUESDAY 26   |   |                                |  |                    |   |
| WEDNESDAY 27 | HTC   |                                |  |                    |   |
| THURSDAY 28  |   |                                |  |                    |   |
| FRIDAY 29    |   |                                |  |                    | NTC   |
| SATURDAY 30  | HTC, GCTC, SCTC, Gynple (II)                    | TTC, Iojine                    | Rockhampton, Gladstone(II)                     | Lougresh, Maranah  | Aderton, Calm, Mount Ix(II), O'Varego, Townsville   |
| SUNDAY 31    |   |                                |  |                    |   |

| NOVEMBER     | SEQUA  | DOWNNS & SWOJIA        | C.R.A.  | C.W.D.R.A.               | N.O.R.A.   |
|--------------|--|------------------------|---|--------------------------|--|
| MONDAY 1     |  |                        |   |                          |  |
| TUESDAY 2    | QTC, Gold Coast, Sandline Coast, Renalden, Bundaberg, Gympie, Gayndah, Kumba | Tintinomba, C/Wintergo | Rockhampton, Fraserid, Gladstone, Thargool, Toppoon | Barakdine, Kharabali (H) | Burklee, Calan, Juitall(H), Mx'ay, Mx'ech, Mount Iu, Kabinow, Towsirelle |
| WEDNESDAY 3  | HTC  |                        |   |                          |  |
| THURSDAY 4   | HTC  |                        |   |                          |  |
| FRIDAY 5     |  |                        |   |                          |  |
| SATURDAY 6   | HTC, GCTC, SCTC (H), Gympie (H)  | TTC, Dalby             | Rockhampton   | Stonehenge               | Gairi, Mount Ix(H), Toven, Towsirelle(H)                                 |
| SUNDAY 7     | SCTC   |                        |   |                          |  |
| MONDAY 8     |  |                        |   |                          |  |
| TUESDAY 9    |  |                        |   |                          | TTC  |
| WEDNESDAY 10 | HTC  |                        |   |                          |  |
| THURSDAY 11  |  |                        | RUC   |                          |  |
| FRIDAY 12    | KULCOY   |                        |   |                          |  |
| SATURDAY 13  | QTC, GCTC, SCTC (H), Gympie (H)  | TTC, Roma              | Bluffvillewater, Monte, Rockhampton(H)              | Jericho                  | Gairi, Mx'ay, Mount Ix, Towsirelle                                       |
| SUNDAY 14    | SCTC   |                        |   |                          |  |
| MONDAY 15    |  |                        |   |                          |  |
| TUESDAY 16   | HTC  |                        |   |                          |  |
| WEDNESDAY 17 | HTC  |                        |   |                          | TTC  |
| THURSDAY 18  |  |                        |   |                          |  |
| FRIDAY 19    | ESK  |                        |   |                          |  |
| SATURDAY 20  | QTC, GCTC, SCTC (H), Bundaberg, Gympie (H)                                   | TTC, Bell, Grandiswood | Gladstone   | Talbot, Clement          | Burn, Gairi, Mx'ay, Mount Ix(H), Towsirelle(H)                           |
| SUNDAY 21    | SCTC   |                        |   |                          |  |
| MONDAY 22    |  |                        |   |                          |  |
| TUESDAY 23   |  |                        | RUC   |                          |  |
| WEDNESDAY 24 | QTC  |                        |   |                          |  |
| THURSDAY 25  | LOCKYER  |                        |   |                          |  |
| FRIDAY 26    |  |                        |   |                          |  |
| SATURDAY 27  | HTC, GCTC, SCTC (H), Gympie, Bayside   | TTC, Warwick           | Rockhampton, Howard                                 | Jongesch                 | Gairi, Mx'ay, Mount Ix, Towsirelle(H)                                    |
| SUNDAY 28    | SCTC   |                        |   |                          | Adenow, Burdickin  |
| MONDAY 29    |  |                        |   |                          |  |
| TUESDAY 30   |  |                        |   |                          |  |



| DECEMBER     | SEBHA   | DOWNS & SWOJA    | C.R.A.      | C.W.O.B.A.         | N.Q.B.A.   |
|--------------|---|------------------|-------------|--------------------|--|
| WEDNESDAY 1  | ITC   |                  |             |                    |  |
| THURSDAY 2   | SCTC  |                  |             |                    |  |
| FRIDAY 3     |   |                  | NIC         |                    |  |
| SATURDAY 4   | TATTS, GCTC, SCTC (H), Bushaleg, Manago, Gynpie (H) | ITC, Wura        | Thungud     | Barabulue, Moradab | Chim, M-shay, Moson (H), Townsville(H)               |
| SUNDAY 5     | SCTC  |                  |             |                    |  |
| MONDAY 6     |   |                  |             |                    |  |
| TUESDAY 7    | QTC   |                  |             |                    |  |
| WEDNESDAY 8  | ITC   |                  |             |                    |  |
| THURSDAY 9   | LOCKYER   |                  |             |                    | ITC  |
| FRIDAY 10    |   |                  |             |                    | Caim, Hellen River, Mackay, Moson (H), Townsville(H) |
| SATURDAY 11  | ITC, GCTC, SCTC (H), Womoi, Gynpie (H)              | ITC, Roma, Texas | Rockhampton |                    |  |
| SUNDAY 12    | SCTC  |                  |             |                    |  |
| MONDAY 13    |   |                  |             |                    |  |
| TUESDAY 14   |   |                  |             |                    |  |
| WEDNESDAY 15 | BTC   |                  |             |                    | ITC  |
| THURSDAY 16  |   | ITC (H)          |             |                    |  |
| FRIDAY 17    |   |                  | RUC         |                    |  |
| SATURDAY 18  | QTC, GCTC, SCTC, Gynpie                             | ITC, Chindilla   | Challone    |                    | Caim, Moson (H), Townsville(H)                       |
| SUNDAY 19    |   |                  |             |                    |  |
| MONDAY 20    |   |                  |             |                    |  |
| TUESDAY 21   |   |                  |             |                    |  |
| WEDNESDAY 22 | ITC   |                  |             |                    |  |
| THURSDAY 23  |   | DAILY            |             |                    | NTC  |
| FRIDAY 24    |   |                  |             |                    |  |
| SATURDAY 25  | CHRISTMAS DAY                                       |                  |             |                    |  |
| SUNDAY 26    | SCTC  | ITC              | Calliope    |                    | Mackay, Town   |
| MONDAY 27    | QTC, GCTC, Bushaleg                                 | Warwick          | Yepoon      |                    | Mackay, Townville                                    |
| TUESDAY 28   | ITC   |                  |             |                    |  |
| WEDNESDAY 29 | ITC   |                  |             |                    |  |
| THURSDAY 30  |   |                  |             |                    |  |
| FRIDAY 31    | ITC   |                  | NIC         |                    |  |





| FEbruary     | SEQUA                                       | DOVNS & SWJIA   | C.H.A.             | C.W.Q.H.A. | S.G.H.A.  |
|--------------|---|-----------------|--------------------|------------|---|
| TUESDAY 1    |   |                 |                    |            | TTC   |
| WEDNESDAY 2  | HTC   |                 |                    |            |   |
| THURSDAY 3   | QTC   |                 |                    |            |   |
| FRIDAY 4     | REARSHIRT                                   |                 |                    |            |   |
| SATURDAY 5   | HTC, CCTC, SCTC (H), Lundberg, Gynpie (H)   | TTC, Dawson     | Rockhampton        |            | Crimm, Ingham, Mackay, Mount Isa (H), Townsville (H)            |
| SUNDAY 6     | SCTC  |                 | Chidstone          |            |   |
| MONDAY 7     |   |                 |                    |            |   |
| TUESDAY 8    |   |                 |                    |            | CIC   |
| WEDNESDAY 9  | HTC   |                 |                    |            |   |
| THURSDAY 10  |   | TTC (H)         | HTC                |            |   |
| FRIDAY 11    | KILCOY                                      |                 |                    |            |   |
| SATURDAY 12  | QTC, CCTC, SCTC (H), Gynpie                 | TTC, Warwick    | Inverald, Thangool |            | Crim, Mackay, Mount Isa, Townsville                             |
| SUNDAY 13    | SCTC  |                 |                    |            |   |
| MONDAY 14    |   |                 |                    |            |   |
| TUESDAY 15   | HTC   |                 |                    |            |   |
| WEDNESDAY 16 | QTC   |                 |                    |            |   |
| THURSDAY 17  | HTC   |                 |                    |            |   |
| FRIDAY 18    | ISK   |                 |                    |            |   |
| SATURDAY 19  | TATTS, CCTC, SCTC (H), Lundberg, Gynpie (H) | TTC, Jandowae   | Rockhampton        |            | Aberdeen, Burdekin, Crim, Mackay, Mount Isa (H), Townsville (H) |
| SUNDAY 20    | SCTC  |                 |                    |            |   |
| MONDAY 21    |   |                 |                    |            |   |
| TUESDAY 22   |   |                 |                    |            | TTC   |
| WEDNESDAY 23 | HTC   |                 |                    |            |   |
| THURSDAY 24  | LOCKYER                                     |                 |                    |            |   |
| FRIDAY 25    |   |                 | KIC                |            |   |
| SATURDAY 26  | QTC, CCTC, SCTC (H), Gynpie, Eldersville    | TTC, Stanthorpe | Chidstone, Yepoon  | Merambah   | Crim, Mount Isa, Townsville (H)                                 |
| SUNDAY 27    | SCTC  |                 |                    |            |   |
| MONDAY 28    |   |                 |                    |            |   |
| TUESDAY 29   |   |                 |                    |            | TTC   |

| DATE         | STATION                                   | STATION | STATION | STATION | STATION | STATION |
|--------------|---|---------|---------|---------|---------|---------|
| DATE         | STATION                                   | STATION | STATION | STATION | STATION | STATION |
| MONDAY 1     | QTC                                       |         |         |         |         |         |
| TUESDAY 2    |   |         |         |         |         |         |
| WEDNESDAY 3  | KILCOY                                    |         |         |         |         |         |
| THURSDAY 4   | HTC, GCTC, SCTC (H), Wondol, Gynole (H)   |         |         |         |         |         |
| FRIDAY 5     | SCTC                                      |         |         |         |         |         |
| SATURDAY 6   |   |         |         |         |         |         |
| SUNDAY 7     |   |         |         |         |         |         |
| MONDAY 8     | HTC                                       |         |         |         |         |         |
| TUESDAY 9    | LOCKYER                                   |         |         |         |         |         |
| WEDNESDAY 10 |   |         |         |         |         |         |
| THURSDAY 11  | HTC, GCTC, SCTC (H), Gynole, Nansong      |         |         |         |         |         |
| FRIDAY 12    | SCTC                                      |         |         |         |         |         |
| SATURDAY 13  | QTC                                       |         |         |         |         |         |
| SUNDAY 14    |   |         |         |         |         |         |
| MONDAY 15    | HTC                                       |         |         |         |         |         |
| TUESDAY 16   | HTC                                       |         |         |         |         |         |
| WEDNESDAY 17 | HTC                                       |         |         |         |         |         |
| THURSDAY 18  | QTC, GCTC, SCTC (H), Bushberg, Gynole (H) |         |         |         |         |         |
| FRIDAY 19    | SCTC                                      |         |         |         |         |         |
| SATURDAY 20  |   |         |         |         |         |         |
| SUNDAY 21    |   |         |         |         |         |         |
| MONDAY 22    | QTC                                       |         |         |         |         |         |
| TUESDAY 23   |   |         |         |         |         |         |
| WEDNESDAY 24 | BEAUBERT                                  |         |         |         |         |         |
| THURSDAY 25  | HTC, GCTC, SCTC (H), Gynole, Gynole (H)   |         |         |         |         |         |
| FRIDAY 26    | SCTC                                      |         |         |         |         |         |
| SATURDAY 27  |   |         |         |         |         |         |
| SUNDAY 28    | GYMPH                                     |         |         |         |         |         |
| MONDAY 29    | HTC                                       |         |         |         |         |         |
| TUESDAY 30   |   |         |         |         |         |         |
| WEDNESDAY 31 |   |         |         |         |         |         |



| DATE         | SECTOR   | HOWAS & SWQRA                  | C.H.A.  | C.W.O.R.A. | N.O.B.A.   |
|--------------|--|--------------------------------|---|------------|--|
| SATURDAY 1   | QTC, GCTC, SCTC (H), Boudaberg, Gympie (H)         | TTC, Wyandra                   | Lions Club Blackwater                               | Longreach  | Crim, Quary, Helen River, Mackay, Mount Isa (H), Townsville (H)                              |
| SUNDAY 2     | SCTC   |                                |   |            |  |
| MONDAY 3     |  |                                |   |            |  |
| TUESDAY 4    |  |                                |   |            | TTC  |
| WEDNESDAY 5  | ITC  |                                |   |            |  |
| THURSDAY 6   |  | DAILY (Cap)                    |   |            |  |
| FRIDAY 7     | KILCOY   | Roma PRC                       |   |            |  |
| SATURDAY 8   | ITC, GCTC, SCTC (H), Gympie                        | TTC, Niarawa, Roma PRC         | Ennsahl, Thargood                                   | Blackall   | Crim, Mackay (H), Mount Isa, South Gregory, Townsville (H)                                   |
| SUNDAY 9     | SCTC   |                                | RIC (Nissan 2YD)                                    |            |  |
| MONDAY 10    |  |                                |   |            |  |
| TUESDAY 11   |  |                                |   |            |  |
| WEDNESDAY 12 | QTC  |                                |   |            |  |
| THURSDAY 13  | LOCKYER  |                                |   |            |  |
| FRIDAY 14    | ESK  |                                |   |            | Western Downs  |
| SATURDAY 15  | ITC, GCTC, SCTC (H), Boudaberg, Wandai, Gympie (H) | TTC, CAVarago, Goondiwindi PRC | Rockhampton, Bluff Blackwater, Monro, Gladstone (H) | Alpha      | Crim (H), Ipswich, Mackay, Mount Isa, Townsville, Western Downs                              |
| SUNDAY 16    | SCTC   |                                |   |            |  |
| MONDAY 17    |  |                                |   |            |  |
| TUESDAY 18   |  |                                |   |            | CIC  |
| WEDNESDAY 19 | ITC  |                                |   |            |  |
| THURSDAY 20  |  |                                | IdC   |            |  |
| FRIDAY 21    | GOOD FRIDAY  |                                |   |            |  |
| SATURDAY 22  | QTC, GCTC, SCTC, Gympie, Namungo                   | TTC, Wauwaka, Roma, Blinns     | Blackall, Gladstone                                 | Blackall   | Blackall, Bowen, Cairns, Eungie, Mount Isa (H), Townsville                                   |
| SUNDAY 23    |  |                                |   |            |  |
| MONDAY 24    | QTC  | Anglican                       | Yeppoon   |            | Carnarvon, Emerald, Marree, Mount Isa (H), Mackay  |
| TUESDAY 25   | ITC, BEAUFORT (H)                                  | Carnarvon, Nara                |   |            | Carnarvon, Nara (H)  |
| WEDNESDAY 26 | ITC  |                                |   |            |  |
| THURSDAY 27  |  |                                | ROC   |            |  |
| FRIDAY 28    |  |                                |   |            | TTC  |
| SATURDAY 29  | ITC, GCTC, SCTC (H), Boudaberg, Gympie (H)         | TTC, Warwick PRC               | Darling (Train), Rockhampton (H), Gladstone (H)     | Blackall   | Blackall, Cairns, Gregory (Nara, Mackay, Mount Isa), Gunnedah, Mount Isa (H), Townsville (H) |
| SUNDAY 30    | SCTC   | Daily Antares                  |   |            |  |

| MAY          | SE/HA                                       | POWERS & SWOZIA              | C.I.R.A.  | C.W.O.I.R.A.        | S.O.I.R.A.   |
|--------------|---|------------------------------|---|---------------------|--|
| MONDAY 1     | HTC   |                              | Bligh Island (Cup)                                |                     | Kingella Amateur, Mount Gerni, Mount Hill (H)                                  |
| TUESDAY 2    |   |                              |   |                     |  |
| WEDNESDAY 3  | HTC   |                              |   |                     | YTC  |
| THURSDAY 4   |   |                              |   |                     |  |
| FRIDAY 5     | KLCDY                                       |                              |   |                     |  |
| SATURDAY 6   | QTC, GCTC, SCTC (H), Klt. Perry, Gympie (H) | TTC, Clifton, Jandowae       | Thames (Cup), Yeffernie (Cup)                     | Longresch, Morarish | Cirion, Mount Isa, Richmond Amateur, Toowoomba                                 |
| SUNDAY 7     | SCTC  |                              |   |                     |  |
| MONDAY 8     |   |                              |   |                     |  |
| TUESDAY 9    |   |                              | RJC   |                     |  |
| WEDNESDAY 10 | QTC   |                              |   |                     | YTC  |
| THURSDAY 11  |   |                              |   |                     |  |
| FRIDAY 12    | HTC (SHOW DAY)                              |                              |   |                     | Osley Amateur Park   |
| SATURDAY 13  | HTC, GCTC, SCTC (H), Burradown              | TTC, C/Warrego, Gonsalviwaji | Rockhampton, Emerald, Gladstone                   | Aranda              | Galley Amateur Park, Cirion, Chullapra, Chisoury, Killy, Mount Hill, Toowoomba |
| SUNDAY 14    | SCTC  |                              |   |                     |  |
| MONDAY 15    | HTC   |                              |   |                     |  |
| TUESDAY 16   |   |                              |   |                     |  |
| WEDNESDAY 17 | GCTC  |                              |   |                     |  |
| THURSDAY 18  | LOCKYER                                     |                              |   |                     |  |
| FRIDAY 19    |   |                              |   |                     | MACRAY AMATEURS, Tower Hill Park Amateur                                       |
| SATURDAY 20  | QTC, GCTC, ECKY, SCTC (H), Kumbia           | TTC, Warwick, Iona, Bionanga | Rockhampton, Thangood                             | Tambor, Glenora     | Alley Amateur, Tower Hill Park Amateur, Gindin, Killy, Mount Hill, Toowoomba   |
| SUNDAY 21    | SCTC  |                              |   |                     |  |
| MONDAY 22    |   |                              |   |                     | OC   |
| TUESDAY 23   |   |                              |   |                     |  |
| WEDNESDAY 24 | HTC   |                              |   |                     |  |
| THURSDAY 25  | BUNDABERG                                   |                              |   |                     |  |
| FRIDAY 26    | RIAHURSHET                                  |                              |   |                     |  |
| SATURDAY 27  | HTC, GCTC, SCTC (H), Gayndah, Gympie (H)    | TTC, Quipile, Calbellita     | Rockhampton, Tamarrulla, Emerald (Cup), Gladstone | Hirrawille          | Almuden, Burdakin, Cirion, Mount Isa, Richmond, Toowoomba                      |
| SUNDAY 28    | SCTC  |                              |   |                     |  |
| MONDAY 29    |   |                              |   |                     |  |
| TUESDAY 30   |   |                              |   |                     | ATC  |
| WEDNESDAY 31 | HTC   |                              |   |                     |  |



| DATE         | STORIA   | DOWNS & A              | C.H.A.                                       | FROM B.A.              | N.Q.H.A.  |
|--------------|--|------------------------|--|------------------------|---|
| THURSDAY 1   |  | DAILY                  |  |                        |   |
| FRIDAY 2     | KILCOY   |                        |  |                        |   |
| SATURDAY 3   | QTC, GETC, SCTC (II), Gynpik, Nsange                   | TTC, Wolean, Nsange    | Rockhampton (Lefthand)                       | Longreach, Peak Downs  | Power River, Cairns, Mount Isa, Townsville                            |
| SUNDAY 4     | SCTC   |                        |  |                        |   |
| MONDAY 5     |  |                        |  |                        |   |
| TUESDAY 6    |  |                        |  |                        | CIC   |
| WEDNESDAY 7  | ITC  |                        |  |                        |   |
| THURSDAY 8   | LOCKYER  |                        |  |                        |   |
| FRIDAY 9     |  |                        |  |                        |   |
| SATURDAY 10  | QTC, GETC, SCTC (II), Bunkabere, Gynpik (II)           | TTC, Jambawa, Talwood  | Rockhampton (Right Side), Munro, Springfield | Blackall, Murrumbidgee | Power River, Cairns, Mount Isa, Townsville                            |
| SUNDAY 11    | SCTC   |                        |  |                        |   |
| MONDAY 12    | QTC  |                        | CO Amateurs, Collopy                         |                        | Marcho, Towett  |
| TUESDAY 13   |  |                        |  |                        |   |
| WEDNESDAY 14 | FTC  |                        | IUC (Newmarket)                              |                        |   |
| THURSDAY 15  |  |                        |  |                        |   |
| FRIDAY 16    | DEAUSHERT  |                        |  |                        |   |
| SATURDAY 17  | ITC, GETC, SCTC (II), Gynpik, Edwold                   | TTC, Hill, Roma        | Rockhampton (Cup), Emerald                   | Longreach              | Cairns, Mount Isa, Rockwood, Townsville                               |
| SUNDAY 18    | SCTC   |                        |  |                        |   |
| MONDAY 19    |  |                        |  |                        |   |
| TUESDAY 20   |  |                        |  |                        |   |
| WEDNESDAY 21 | QTC  |                        |  |                        | TTC   |
| THURSDAY 22  |  |                        |  |                        | Coalition Amateurs  |
| FRIDAY 23    | NSK  |                        |  |                        |   |
| SATURDAY 24  | TATTS, GETC, SCTC (II), Bunkabere, Wundal, Gynpik (II) | TTC, Cavarero, Warwick | Dingo (Cup), Chalmers, Rockhampton (II)      | Barcaldine             | Coalition Amateurs, Bunkabere, Cairns, Mount Isa, Towett, Towett (II) |
| SUNDAY 25    | SCTC   |                        |  |                        |   |
| MONDAY 26    |  |                        |  |                        |   |
| TUESDAY 27   |  |                        | IUC  |                        |   |
| WEDNESDAY 28 | ITC  |                        |  |                        |   |
| THURSDAY 29  |  | DAILY                  |  |                        | TTC, Laura Amateurs   |
| FRIDAY 30    |  |                        |  |                        |   |

GREYHOUND RACING AUTHORITY  
RACE DATES 1999/2000

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



GREYHOUND RACING AUTHORITY  
RACE DATES 1999/2000

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

GREYHOUND RACING AUTHORITY

RACE DATES 1999/2000

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



GREYHOUND RACING AUTHORITY  
RACE DATES 1999/2000 1

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



# GREYHOUND RACING AUTHORITY

RACE DATES 1999/2000

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



GREYHOUND RACING AUTHORITY  
RACE DATES 1999/2000

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



GREYHOUND RACING AUTHORITY  
RACE DATES 1999/2000

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



GREYHOUND RACING AUTHORITY

RACE DATES 1999/2000

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



GREYHOUND RACING AUTHORITY  
RACE DATES 1999/2000

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



GREYHOUND RACING AUTHORITY  
RACE DATES 1999/2000

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

| GREYHOUND RACING AUTHORITY<br>RACE DATES 1999/2000 |                               |   |
|--|-------------------------------|---|
|  | SE QUEENSLAND                 | NTH QUEENSLAND  |
| MAY  |                               |   |
| MONDAY 1   | Brisbane (N)                  | Bundaberg (D), Mackay (D)   |
| TUESDAY 2  | Beenleigh (T), Ipswich (N)    |   |
| WEDNESDAY 3  | Gold Coast (T), Toowoomba (N) |   |
| THURSDAY 4   | Brisbane (N)                  | Moul Isa (N), Townsville (N), Rockhampton (N)                         |
| FRIDAY 5   | Ipswich (T)                   |   |
| SATURDAY 6   | Capalaba (D)                  | Lower Burdekin (D)  |
| SUNDAY 7   |                               |   |
| MONDAY 8   | Brisbane (N)                  |   |
| TUESDAY 9  | Beenleigh (T)                 |   |
| WEDNESDAY 10                                       | Gold Coast (T), Toowoomba (N) |   |
| THURSDAY 11  | Brisbane (N)                  | Cairns (N), Moul Isa (N), Townsville (N), Rockhampton (N), Mackay (N) |
| FRIDAY 12  |                               |   |
| SATURDAY 13  | Capalaba (D)                  | Bundaberg (D), Lower Burdekin (D)                                     |
| SUNDAY 14  |                               |   |
| MONDAY 15  | Brisbane (N)                  |   |
| TUESDAY 16   | Beenleigh (T), Ipswich (N)    |   |
| WEDNESDAY 17                                       | Toowoomba (N)                 |   |
| THURSDAY 18  | Brisbane (N)                  | Cairns (N), Moul Isa (N), Townsville (N), Rockhampton (N), Mackay (N) |
| FRIDAY 19  | Ipswich (T)                   |   |
| SATURDAY 20  | Capalaba (D)                  | Bundaberg (D), Lower Burdekin (D)                                     |
| SUNDAY 21  |                               |   |
| MONDAY 22  | Brisbane (N)                  |   |
| TUESDAY 23   | Beenleigh (T), Ipswich (N)    |   |
| WEDNESDAY 24                                       | Gold Coast (T), Toowoomba (N) |   |
| THURSDAY 25  | Brisbane (N)                  | Cairns (N), Moul Isa (N), Townsville (N), Rockhampton (N), Mackay (N) |
| FRIDAY 26  | Ipswich (T)                   |   |
| SATURDAY 27  | Capalaba (D)                  | Bundaberg (D)   |
| SUNDAY 28  |                               |   |
| MONDAY 29  | Brisbane (N)                  |   |
| TUESDAY 30   | Beenleigh (T), Ipswich (N)    |   |
| WEDNESDAY 31                                       | Gold Coast (T), Toowoomba (N) |   |



| GREYHOUND RACING AUTHORITY<br>RACE DATES 1999/2000 |                               |   |
|--|-------------------------------|---|
| JUNE   | SE QUEENSLAND                 | NTH QUEENSLAND  |
| THURSDAY 1   | Brisbane (N)                  | Townsville (N), Rockhampton (N), Mackay (N)             |
| FRIDAY 2   | Ipswich (T)                   |   |
| SATURDAY 3   | Capalaba (D)                  | Bundaberg (D), Lower Burdekin (D)                       |
| SUNDAY 4   |                               | Mount Isa (D)   |
| MONDAY 5   | Brisbane (N)                  |   |
| TUESDAY 6  | Beenleigh (T), Ipswich (N)    |   |
| WEDNESDAY 7  | Gold Coast (T), Toowoomba (N) |   |
| THURSDAY 8   | Brisbane (N)                  | Cairns (N), Townsville (N), Rockhampton (N), Mackay (N) |
| FRIDAY 9   | Ipswich (T)                   |   |
| SATURDAY 10  | Capalaba (D)                  |   |
| SUNDAY 11  |                               |   |
| MONDAY 12  | Brisbane (N)                  | Dundaberg (D), Mount Isa (D)                            |
| TUESDAY 13   | Beenleigh (T), Ipswich (N)    |   |
| WEDNESDAY 14                                       | Gold Coast (T), Toowoomba (N) |   |
| THURSDAY 15  | Brisbane (N)                  | Cairns (N), Townsville (N), Rockhampton (N)             |
| FRIDAY 16  | Ipswich (T)                   |   |
| SATURDAY 17  | Capalaba (D)                  | Bundaberg (D), Lower Burdekin (D)                       |
| SUNDAY 18  |                               | Mount Isa (D)   |
| MONDAY 19  | Brisbane (N)                  |   |
| TUESDAY 20   | Beenleigh (T), Ipswich (N)    |   |
| WEDNESDAY 21                                       | Gold Coast (T), Toowoomba (N) |   |
| THURSDAY 22  | Brisbane (N)                  | Cairns (N), Townsville (N), Rockhampton (N)             |
| FRIDAY 23  | Ipswich (T)                   |   |
| SATURDAY 24  | Capalaba (D)                  | Bundaberg (D), Lower Burdekin (D)                       |
| SUNDAY 25  |                               | Mount Isa (D)   |
| MONDAY 26  | Brisbane (N)                  |   |
| TUESDAY 27   | Beenleigh (T), Ipswich (N)    |   |
| WEDNESDAY 28                                       | Gold Coast (T), Toowoomba (N) |   |
| THURSDAY 29  | Brisbane (N)                  | Cairns (N), Rockhampton (N)                             |
| FRIDAY 30  | Ipswich (T)                   |   |

QHRB Race Dates - 1999/2000.

| Club   | July                                     | Aug                                      | Sept                                     | Oct                                     | Nov                                     | Dec                                      | Jan                                     | Feb                                     | Mar                                      | Apr                                     | May                                     | June                                    |
|--|--|--|--|---|---|--|---|---|--|---|---|---|
| Albion<br>51 Sat nights  | Sa 3<br>Sa 10<br>Tu 13                   | Sa 7<br>Sa 14<br>Sa 21                   | Sa 4<br>Sa 11<br>Sa 18                   | Sa 2<br>Sa 9<br>Sa 16                   | Sa 6<br>Sa 13<br>Sa 20                  | Sa 4<br>Sa 11<br>Sa 18                   | Sa 1<br>Sa 8<br>Sa 15                   | Sa 5<br>Sa 12<br>Tu 15                  | Sa 4<br>Sa 11<br>Sa 18                   | Sa 1<br>Sa 8<br>Sa 15                   | Sa 6<br>Sa 13<br>Sa 20                  | Sa 3<br>Sa 10<br>Sa 17                  |
| Tues<br>2 day/twilight<br>(53 dates)                             | Sa 17<br>Sa 24<br>Sa 31                  | Sa 28                                    | Sa 25                                    | Sa 23                                   | Sa 27                                   |  | Sa 22                                   | Sa 19                                   | Sa 25                                    | Sa 22                                   | Sa 27                                   | Sa 24                                   |
| Gold Coast<br>day/twilight<br>(53 dates)                         | Th 1<br>Th 8<br>Th 15<br>Th 22<br>Th 29  | Th 5<br>Th 12<br>Th 19<br>Th 26          | Th 2<br>Th 9<br>Th 16<br>Th 23<br>Th 30  | Th 7<br>Th 14<br>Th 21<br>Th 28         | Th 4<br>Th 11<br>Th 18<br>Th 25         | Th 2<br>Th 9<br>Th 16<br>Th 23<br>Th 30  | Th 6<br>Th 13<br>Th 20<br>Th 27         | Th 3<br>Th 10<br>Th 17<br>Th 24         | Th 2<br>Th 9<br>Th 16<br>Th 23<br>Th 30  | Th 6<br>Th 13<br>Th 20<br>Th 27         | Th 4<br>Th 11<br>Th 18<br>Th 24         | Th 1<br>Th 8<br>Th 15<br>Th 22<br>Th 29 |
| Redcliffe<br>Tues<br>Day/Twilight<br>(49 dates)                  | Tu 6<br>Tu 20<br>Tu 27                   | Tu 3<br>Tu 10<br>Tu 17<br>Tu 24<br>Tu 31 | Tu 7<br>Tu 14<br>Tu 21<br>Tu 28          | Tu 5<br>Tu 12<br>Tu 19<br>Tu 26         | Tu 9<br>Tu 16<br>Tu 23<br>Tu 30         | Tu 7<br>Tu 14<br>Tu 21<br>Tu 28          | Tu 4<br>Tu 11<br>Tu 18<br>Tu 25         | Tu 1<br>Tu 8<br>Tu 15<br>Tu 22<br>Tu 29 | Tu 7<br>Tu 14<br>Tu 21<br>Tu 28          | Tu 4<br>Tu 11<br>Tu 18<br>Tu 25         | Tu 2<br>Tu 9<br>Tu 16<br>Tu 23<br>Tu 30 | Tu 6<br>Tu 13<br>Tu 20<br>Tu 27         |
| Redcliffe<br>Fri nights<br>(52 dates)                            | Fr 2<br>Fr 9<br>Fr 16<br>Fr 23<br>Fr 30  | Fr 6<br>Fr 13<br>Fr 20<br>Fr 27          | Fr 3<br>Fr 10<br>Fr 17<br>Fr 24          | Fr 1<br>Fr 8<br>Fr 15<br>Fr 22<br>Fr 29 | Fr 5<br>Fr 12<br>Fr 19<br>Fr 26         | Fr 3<br>Fr 10<br>Fr 17<br>Fr 24<br>Fr 31 | Fr 7<br>Fr 14<br>Fr 21<br>Fr 28         | Fr 4<br>Fr 11<br>Fr 18<br>Fr 25         | Fr 3<br>Fr 10<br>Fr 17<br>Fr 24<br>Fr 31 | Fr 7<br>Fr 14<br>Fr 21<br>Fr 28         | Fr 5<br>Fr 12<br>Fr 19<br>Fr 26         | Fr 2<br>Fr 9<br>Fr 16<br>Fr 23<br>Fr 30 |
| Rocklea<br>Saturday day<br>Tuesday day<br>Non-TAB)<br>(52 dates) | Sa 3<br>Sa 10<br>Sa 17<br>Sa 24<br>Sa 31 | Sa 7<br>Sa 14<br>Sa 21<br>Sa 28          | Sa 4<br>Sa 11<br>Sa 18<br>Sa 25<br>Sa 30 | Sa 2<br>Sa 9<br>Sa 16<br>Sa 23<br>Sa 30 | Tu 2<br>Sa 6<br>Sa 13<br>Sa 20<br>Sa 27 | Sa 4<br>Sa 11<br>Sa 18                   | Sa 1<br>Sa 8<br>Sa 15<br>Sa 22<br>Sa 29 | Sa 5<br>Sa 12<br>Sa 19<br>Sa 26         | Sa 4<br>Sa 11<br>Sa 18<br>Sa 25<br>Sa 29 | Sa 1<br>Sa 8<br>Sa 15<br>Sa 22<br>Sa 29 | Sa 6<br>Sa 13<br>Sa 20<br>Sa 27         | Sa 3<br>Sa 10<br>Sa 17<br>Sa 24         |
| Mackay<br>10 day<br>meetings<br>Non-TAB)                         | We 7<br>Sa 17                            | Sa 7<br>We 18                            | We 15<br>We 22                           | Sa 2<br>Mo 4                            | Th 4<br>Sa 6                            | W 1<br>W 15                              | Mo 3<br>Sa 15                           | We 2<br>We 15                           | We 8<br>We 15                            | Su 9<br>Sa 22                           | Mo 1<br>Sa 6                            | Sa 3<br>Mo 12                           |
| Thampon<br>Saturday day<br>Non-TAB)<br>(36 dates)                | Sa 10<br>Sa 17<br>Sa 24<br>Sa 31         | Sa 7<br>Su 15<br>Sa 28                   | Su 5<br>Sa 11<br>Sa 25                   | Sa 2<br>Sa 9<br>Su 24                   | Su 7<br>Sa 13<br>Sa 20                  | Sa 4<br>Su 12<br>Sa 18                   | Sa 15<br>Sa 29                          | Su 6<br>Sa 12<br>Su 20                  | Su 5<br>Sa 11<br>Sa 18                   | Sa 1<br>Sa 8<br>Sa 29                   | Su 7<br>Su 14<br>We 24                  | Su 11<br>W 21<br>Sa 24                  |
| Townsville<br>Friday night<br>Non-TAB)<br>(35 dates)             | Fr 16<br>Fr 23<br>Fr 30                  | Fr 6<br>Fr 13<br>Fr 20                   | Fr 3<br>Fr 10<br>Fr 24                   | Fr 1<br>Fr 15<br>Fr 22<br>Fr 29         | Fr 5<br>Fr 12<br>Fr 19<br>Fr 26         | Fr 3<br>Fr 10<br>Fr 17                   | Fr 28                                   | Fr 4<br>Fr 11<br>Fr 18                  | Fr 3<br>Fr 10<br>Fr 17<br>Fr 31          | Fr 14                                   | Fr 5<br>Fr 19<br>Fr 25                  | Fr 2<br>Fr 9<br>Fr 16                   |

rev:03.06.99:1



SCHEDULE 4

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

*Product and Program Agreement*

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



*Product and Program Agreement*

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- (e) Telads Communications (only the following information provided) – 1<sup>st</sup> floor, 768 George Street, Sydney NSW 2000:
  - (i) Fields
  - (ii) Scratchings
- (f) NSW Greyhound Racing Authority, 16-18 Bridge Street, Lidcombe NSW

## ADDENDUM TO SCHEDULE 4

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

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



SCHEDULE 5

CONFIDENTIALITY UNDERTAKING

DEED POLL made on

1999

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

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

- OR -

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

BACKGROUND

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

THIS DEED PROVIDES

1. INTERPRETATION

In this Agreement:

"Confidential Information" means:-

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

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

but Confidential Information does not include any information which:-

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

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

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

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

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

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

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



## *Product and Program Agreement*

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

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

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

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

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

"TABQ" means Totalisator Administration Board of Queensland.

### 2. UNDERTAKING

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

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

### 3. EXCEPTIONS

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

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

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

4. LAW OF CONFIDENTIALITY

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

5. DURATION

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

6. MISCELLANEOUS

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

EXECUTED as a Deed

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

) .....  
) (Signature)

.....  
(Signature of Witness)

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



SIGNED as an agreement.

THE SEAL of QUEENSLAND )  
PRINCIPAL CLUB affixed pursuant to a )  
resolution of QUEENSLAND PRINCIPAL )  
CLUB by )

*Andrew Craig Black*  
.....  
(Chairman/Authorised Officer)



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

THE SEAL of QUEENSLAND )  
HARNESS RACING BOARD affixed )  
pursuant to a resolution of QUEENSLAND )  
HARNESS RACING BOARD by )

*John Bernard Gowley*  
.....  
(Secretary/Chairman)



.....  
(Signature of Secretary/Chairman)

THE SEAL of GREYHOUND RACING )  
AUTHORITY affixed pursuant to a )  
resolution of GREYHOUND RACING )  
AUTHORITY by )

*Ross Ashton Pearson*  
.....  
(Secretary/Chairman)

*Ross Ashton Pearson*  
.....  
(Signature of Secretary/Chairman)





**DEED OF VARIATION  
OF THE PRODUCT AND PROGRAM AGREEMENT**

Date: 16 July 1999

**TAB QUEENSLAND LIMITED  
("TABQ")**

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

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

**CLAYTON UTZ**

215 Adelaide St Brisbane Qld 4000 Australia  
GPO Box 55 Brisbane Qld 4001 DX 128 Brisbane  
Ph (07) 3292 7000 Int + 617 3292 7000 Fax (07) 3292 7950

THIS DEED made at Brisbane on this *Seventh* day of *July* 1999.

BETWEEN: TAB QUEENSLAND LIMITED ACN 085 691 738 of 240 Sandgate Road, Albion ("TABQ")

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

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

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

AND: GREYHOUND RACING AUTHORITY of Amy Street, Breakfast Creek

#### RECITALS

- D. On 9 June, 1999, Product Co, the Queensland Principal Club, the Queensland Harness Board and the Greyhound Racing Authority entered into an Agreement entitled "Product and Program Agreement".
- E. The Product and Program Agreement may only be amended by a document in writing signed by or on behalf of each of the parties to the Product and Program Agreement.
- F. The parties to the Product and Program Agreement who are also the parties to this Deed have agreed to amend the Product and Program Agreement as set out in this Deed.

#### THIS DEED PROVIDES:

##### 2. AMENDMENT TO PRODUCT AND PROGRAM AGREEMENT

It is agreed by the parties to this Deed that Schedule 3 of the Product and Program Agreement which contains the Queensland Racing Calendar for financial year ending 30 June, 2000 be amended as follows:-

- (a) the reference to the race meeting to be held by the Brisbane Turf Club on Tuesday, 16 November, 1999 is to be deleted; and
- (b) a reference to a race meeting to be held by the Brisbane Turf Club on Tuesday, 21 December, 1999 is to be inserted.
- (c) the reference to the race meeting to be held by the Sunshine Coast Turf Club on Sunday, 5 March, 2000, is to be deleted; and
- (d) a reference to a race meeting to be held by the Sunshine Coast Turf Club on Sunday, 12 September, 1999 is to be inserted; and



- (e) the reference to the race meeting to be held by the Rockhampton Jockey Club on Saturday, 4 March, 2000 is to be deleted; and
- (f) a reference to a race meeting to be held by the Rockhampton Jockey Club on Sunday, 5 March, 2000 is to be inserted.

EXECUTED AS A DEED.

THE COMMON SEAL of TAB QUEENSLAND )  
LIMITED ACN 085 691 738 was affixed in )  
accordance with its Constitution in the presence )  
of:

.....  
(Signature of Secretary)

Barrie James FLETCHER  
(Name of Secretary in Full)

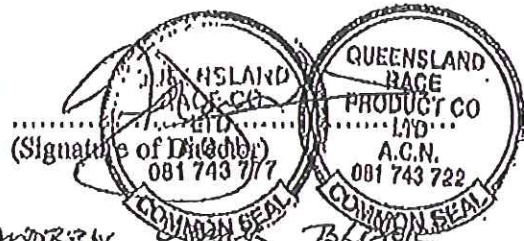


GEORGE EDWARD CHAPMAN  
(Name of Director in Full)

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

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

PETER W. CADEWELL  
(Name of Secretary/Director in Full)



.....  
(Name of Director in Full)

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



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

THE SEAL of QUEENSLAND HARNESS  
RACING BOARD affixed pursuant to a resolution  
of the QUEENSLAND HARNESS RACING  
BOARD by John Bernard Crawley  
(Secretary/Chairperson)



THE SEAL of GREYHOUND RACING  
AUTHORITY affixed pursuant to a resolution of  
the GREYHOUND RACING AUTHORITY by  
Leslie Gordon Deane  
(Secretary/Chairperson):





BF

12/4

**DEED OF VARIATION  
OF THE PRODUCT AND PROGRAM AGREEMENT**

**TAB QUEENSLAND LIMITED  
("TABQ")**

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

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



THIS DEED made at Brisbane on this 14th day of July 2000.

BETWEEN: TAB QUEENSLAND LIMITED ACN 085 691 738 of 240 Sandgate Road, Albion ("TABQ")

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

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

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

AND: GREYHOUND RACING AUTHORITY of Amy Street, Breakfast Creek

#### RECITALS

- A. On 9 June 1999, Product Co, the Queensland Principal Club, the Queensland Harness Board and the Greyhound Racing Authority entered into an Agreement entitled "Product and Program Agreement".
- B. The Product and Program Agreement may only be amended by a document in writing signed by or on behalf of each of the parties to the Product and Program Agreement.
- C. The parties amended the Product and Program Agreement by way of a Deed of Variation dated 16 July 1999.
- D. The parties to the Product and Program Agreement who are also the parties to this Deed have agreed to further amend the Product and Program Agreement as set out in this Deed.

#### THIS DEED PROVIDES:

##### 1. AMENDMENT TO PRODUCT AND PROGRAM AGREEMENT

It is agreed by the parties to this Deed that the Product and Program Agreement be amended by adding the following clause:

##### "20 Goods and Services Tax

##### 20.1 TABQ to Pay GST on Supplies by Product Co, the Queensland Control Bodies and the Queensland Racing Entities

If GST is imposed on or in connection with any supply of goods, services and/or other things by Product Co, the Queensland Control



Bodies and/or the Queensland Racing Entities under this Agreement, the following provisions will apply :

- (a) Unless the amounts payable in respect of such supplies as specified in this Agreement are expressly stated to be inclusive of GST, they shall be deemed to be wholly exclusive of any GST, and Product Co may charge and recover from TABQ the amount of any GST imposed in addition to (and, subject to the provisions of this clause 20, at the same time and in the same manner as) the amounts payable to Product Co under the other provisions of this Agreement;
- (b) TABQ may issue Recipient Created Tax Invoices in respect of such supplies;
- (c) Product Co shall not issue Tax Invoices in respect of such supplies;
- (d) Product Co hereby acknowledges that it is registered for GST as at the date of signing this document and its Australian Business Number is 85 081 743 722;
- (e) Product Co shall immediately notify TABQ in writing if it ceases to be registered for GST;
- (f) TABQ hereby acknowledges that it is registered for GST; and
- (g) TABQ shall immediately notify Product Co in writing if it ceases to be registered for GST.

**20.2 Product Co, the Queensland Control Bodies and the Queensland Racing Entities to Pay GST on Supplies by TABQ**

If GST is imposed on or in connection with any supply of goods, services and/or other things by TABQ under this Agreement, the following provision will apply :

- (a) Unless the amounts payable in respect of such supplies as specified in the Agreement, are expressly stated to be inclusive of GST, they shall be deemed to be wholly exclusive of any GST, and TABQ may charge and recover from Product Co, the Queensland Control Bodies and/or the Queensland Racing Entities (as applicable) the amount of any GST imposed in addition to (and, subject to the provisions of this clause, at the same time and in the same manner as) the amounts payable to TABQ under the other provisions of this Agreement.

**20.3 Cost Reduction - Supplies by TABQ**

TABQ agrees that to the extent that any Reduction in Costs arise in relation to supplies made by TABQ to Product Co pursuant to this Agreement, the price (excluding GST) of such supplies shall be reviewed.

20.4 Cost Reduction - Supplies by Product Co, the Queensland Control Bodies and the Queensland Racing Entities

Product Co, the Queensland Control Bodies and the Queensland Racing Entities agree that to the extent that any Reduction in Costs arise in relation to supplies made by Product Co, the Queensland Control Bodies and/or the Queensland Racing Entities (as applicable) to TABQ pursuant to this Agreement, the price (excluding GST) of such supplies shall be reviewed.

20.5 Definitions

In this clause:

"GST" and "Tax Invoice" have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999;

"Recipient Created Tax Invoice" means an invoice issued by the recipient of a taxable supply in accordance with a determination under subsection 29-70(3) of the A New Tax System (Goods and Services Tax) Act 1999; and

"Reduction in Cost" means a material reduction in the costs directly incurred in making the relevant supply under this Agreement (excluding any GST for which the supplying party is entitled to an input credit) arising as a result of the introduction of the GST, or as a result of any change in or abolition of other taxes complementary to the introduction of the GST."

In all other respects the parties confirm that the Product and Program Agreement continues to apply in accordance with its terms.

EXECUTED AS A DEED

THE COMMON SEAL of  
TAB QUEENSLAND LIMITED  
ACN 085 691 738 was affixed  
in accordance with its  
Constitution in the presence of:

TAB  
QUEENSLAND  
LIMITED  
A.C.N.  
085 691 738  
.....  
(Signature of Director)

.....  
(Signature of Secretary)

RICHARD DAVLAS McILWAIN  
(Name of Director in Full)

BARRIE JAMES FLETTON  
(Name of Secretary in Full)



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

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

.....  
(Name of Secretary/Director In Full)

.....  
(Signature of Director)  
.....  
(Name of Director In Full)

THE SEAL of QUEENSLAND  
PRINCIPAL CLUB affixed pursuant  
to a resolution of the QUEENSLAND  
PRINCIPAL CLUB

by: .....  
(Chairperson / Authorised Officer)

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

THE SEAL of QUEENSLAND  
HARNESS RACING BOARD affixed  
pursuant to a resolution of the  
QUEENSLAND HARNESS RACING  
BOARD by:

.....  
(Secretary / Chairperson)

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

THE SEAL of GREYHOUND  
RACING AUTHORITY affixed  
pursuant to a resolution of the  
GREYHOUND RACING AUTHORITY

by: .....  
(Secretary / Chairperson)

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





TAB QUEENSLAND LIMITED (formerly known as  
TOTALISATOR ADMINISTRATION BOARD OF QUEENSLAND)  
("TABQ")

QUEENSLAND RACE PRODUCT CO LTD  
("Product Co")

QUEENSLAND THOROUGHBRED RACING BOARD  
(formerly known as the QUEENSLAND PRINCIPAL CLUB)  
("QTRB")

QUEENSLAND HARNESS RACING BOARD  
("QHRB")

GREYHOUND RACING AUTHORITY  
("GRA")

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AMENDMENT DEED No. 1  
with respect to the  
Product and Program Agreement

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## AMENDMENT DEED

This Deed is made the 1st day of October 2002.

- BETWEEN:** TAB QUEENSLAND LIMITED ACN 085 691 738 (formerly known as the TOTALISATOR ADMINISTRATION BOARD OF QUEENSLAND) of 240 Sandgate Road, Albion ("TABQ")
- AND:** QUEENSLAND RACE PRODUCT CO LTD ACN 081 743 722 of 161 Breakfast Creek Road, Newstead ("Product Co")
- AND:** QUEENSLAND THOROUGHBRED RACING BOARD (formerly known as the QUEENSLAND PRINCIPAL CLUB) of 161 Breakfast Creek Road, Newstead ("QTRB")
- AND:** QUEENSLAND HARNESS RACING BOARD of Amy Street, Breakfast Creek ("QHRB")
- AND:** GREYHOUND RACING AUTHORITY of Amy Street, Breakfast Creek ("GRA")

### RECITALS

- A. On 9 June 1999 TABQ, Product Co and the Queensland Control Bodies entered into an agreement entitled the Product and Program Agreement (the "Product and Program Agreement").
- B. The Product and Program Agreement may only be amended by a document in writing signed by or on behalf of the parties to that agreement.
- C. The parties to the Product and Program Agreement who are also parties to this Deed have agreed to amend the Product and Program Agreement as set out in this Deed.

### THIS DEED PROVIDES:

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In the interpretation of this Deed (including the recitals), unless inconsistent with the subject or context, each of the expressions defined in clause 1.1 of the Product and Program Agreement shall have the meaning there ascribed in this Deed.



## 1.2 Interpretation

### (a) In this Deed:-

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

and unless the context indicates a contrary intention:

- (ii) references to a party includes its permitted successors and permitted assigns;
- (iii) a reference to this Deed or to any other deed, agreement or document (other than the contracts between the Queensland Racing Entities and Sky Channel Pty Ltd existing as at 14 October 1997) includes, respectively, this Deed or that other deed, agreement or document as amended, novated, supplemented, varied or replaced from time to time;
- (iv) words importing the singular include the plural (and vice versa), and words denoting a given gender include all other genders;
- (v) a reference to a clause or a schedule is a reference to a clause or schedule of this Deed;
- (vi) references to currency are references to Australian currency unless otherwise specifically provided;
- (vii) references to the Corporations Act, any other act of the State or Commonwealth parliament, code regulation or ordinance or to any statutory instrument issued under any of them or to any provision of any of them will be read as though the words "or any existing or future statutory instrument, modification or re-enactment or any statutory provisions substituted therefore" were added to that reference;
- (viii) a reference to a person includes an individual, corporation, Governmental Agency, estate, trust, partnership, or association, two or more persons having a joint or common interest or any other legal or commercial entity or undertaking; and
- (ix) a reference to the Race Wagering Licence will be read to mean the licence as it is in force from time to time in accordance with the Wagering Act 1998.

- (b) References to dates which do not fall on a Business Day will be construed as references to the immediately subsequent Business Day. Wherever in this Deed a period of time is referred to, the day upon which the period commences will be the day after the day from which the period is expressed to run or the day after the day upon which the event occurs which causes the period to start running.

- (c) All the Schedules to this Deed constitute an integral part of and are deemed to be incorporated in this Deed.

## 2. AMENDMENT TO THE PRODUCT AND PROGRAM AGREEMENT

It is agreed by the parties to this Deed that the Product and Program Agreement be amended as follows:

- (a) That clause 1.1 of the Product and Program Agreement be amended by deleting the definition "Minimum Component" and replacing it with the following:

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

- (b) That clause 1.1 of the Product and Program Agreement be amended by deleting the definition "Queensland Racing Calendar" and replacing it with the following:

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

- (c) That clause 1.1 of the Product and Program Agreement be amended by deleting the definition "Queensland Racing Program" and replacing it with the following:

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

- (d) That clause 1.1 of the Product and Program Agreement be amended by adding the following definition after the definition of "Race Wagering Licence":

"Racing Year" means:

- (a) between 00:01 hours on the Effective Date and midnight 30 June 2000, the period commencing on 1 July 1999 and ending on 30 June 2000 (the "Initial Racing Year");
- (b) between 00:01 hours on 1 July 2000 and midnight 30 June 2001, the period commencing on 1 July 2000 and ending on 30 June 2001;
- (c) between 00:01 hours on 1 July 2001 and midnight 31 July 2002, the period commencing on 1 July 2001 and ending on 31 July 2002;
- (d) thereafter, the period commencing on 1 August in any year and ending on 31 July in the following year."

- ~~(e) That clause 5.1(b) of the Product and Program Agreement be amended by deleting clause 5.1(b) and replacing it with the following:~~

"5.1 (b) Product Co and each Queensland Control Body will use their best endeavours to ensure that Queensland Racing Entities do not have advertisers or sponsors of Races or Race Meetings which disparage or compete with the Race Wagering Business, in the gambling market. By way of example, and not by way of limitation, the following will be deemed to be advertisers or sponsors which disparage or compete with the Race Wagering Business in the gambling market:



- (i) any entity (or a Related Body Corporate of such entity) which undertakes gambling in casinos lawfully operated under the Casino Control Act 1982;
  - (ii) any entity (or a Related Body Corporate of such entity) which conducts lotteries or other gaming schemes conducted under the provisions of the Lotteries Act 1997."
- (f) That clause 5.1 of the Product and Program Agreement be amended by adding the following clauses after clause 5.1(c):
  - "(d) Nothing in clause 5.1(b) will prohibit Queensland Racing Entities continuing to have advertisers or sponsors of Races and Race Meetings as identified in Schedule 6 which compete with the Race Wagering Business provided that:
    - (i) the identity of the advertisers and sponsors set out in Schedule 6 does not change; and
    - (ii) the type of the advertising or sponsorship with the relevant advertiser or sponsor is the same as the type of the advertising or sponsorship with the relevant advertiser or sponsor as at the date of this Deed. For the avoidance of doubt, the consideration or benefit received by the relevant Queensland Racing Entity may increase provided the nature and scope of the advertising or sponsorship does not change.
  - (e) Nothing in clause 5.1(b) will prohibit a Queensland Racing Entity accepting sponsors of Race Meetings which compete with the Race Wagering Business if such sponsorship:
    - (i) solely relates to a Race Meeting upon which TABQ does not offer wagering in respect of any Races comprised in the said Race Meeting; and
    - (ii) provided that in relation to such Race Meeting the sponsor does not:
      - A. receive naming rights with respect to such Race Meeting; and
      - B. sponsor more than 25% of the Races comprised in the said Race Meeting.
  - (f) Nothing in clause 5.1(b) will prohibit a Queensland Racing Entity accepting advertisers or sponsors of Races and Race Meetings which compete with the Race Wagering Business if such sponsorship or advertising receives TABQ's prior approval in writing (which approval may be given in TABQ's entire discretion).
  - (g) In the event that a Queensland Racing Entity (the "Defaulting Queensland Racing Entity") accepts or maintains a sponsorship or advertising which contravenes clause 5.1(b) ("Contravening Sponsorship or Advertising"), Product Co and each Queensland Control Body shall (without limiting their obligations under clause 5.1(b)):

- (i) withdraw any funding provided or to be provided by Product Co and any Queensland Control Body ("Withdrawn Funding") to the Defaulting Queensland Racing Entity for the Race Meeting(s) to which the Contravening Sponsorship or Advertising relates; and
- (ii) not in any manner reapply or reallocate such Withdrawn Funding to the Defaulting Queensland Racing Entity; and
- (iii) if any Defaulting Queensland Racing Entity contravenes clause 5.1(b) on 2 or more occasions, pay TABQ an amount being 200% of the value of the Contravening Sponsorship or Advertising on each such occasion a contravention occurs (and if the value of the Contravening Sponsorships or Advertising is not agreed between the parties, within 5 days of either party requesting agreement by notice in writing, it shall be determined in accordance with clause 13 of this Agreement)."

- (g) That clause 7.1 of the Product and Program Agreement be amended by deleting clause 7.1 and replacing it with the following:

**"7.1 Determination of the Queensland Racing Calendar**

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

- (h) That clause 7.2(a) of the Product and Program Agreement be amended by deleting clause 7.2(a) and replacing it with the following:

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



- (i) That the heading of Schedule 3 of the Product and Program Agreement be amended by deleting the word "Financial" and replacing it with "Racing".
- (j) That a new Schedule 6 be added after Schedule 5 to the Product and Program Agreement as follows:

**" Schedule 6**

- (a) Permitted sponsor or advertiser for the Queensland Turf Club pursuant to clause 5.1(d)

| SPONSOR             |                                       |
|---------------------|---------------------------------------|
| Identity of Sponsor | Race, Race Meeting or Event Sponsored |
| Treasury Casino     | Brisbane Cup Day (10.06.02)           |

- (b) Permitted sponsor or advertiser for the Gold Coast Turf Club pursuant to Clause 5.1(d)


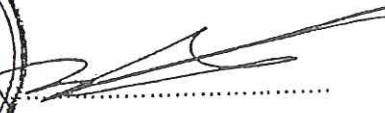

| SPONSOR             |                                       |
|---------------------|---------------------------------------|
| Identity of Sponsor | Race, Race Meeting or Event Sponsored |
| Conrad Jupiters     | Magic Millions Race Day (12.01.02)    |

**3. CONFIRMATION**

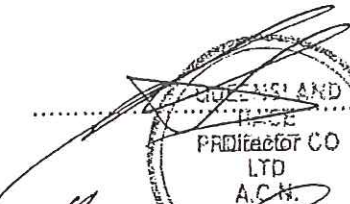

In all other respects the parties confirm the terms of the Product and Program Agreement.

EXECUTED AS A DEED

THE COMMON SEAL of  
TAB QUEENSLAND LIMITED  
ACN 085 691 738 was affixed in  
accordance with its Constitution,  
in the presence of:

  
Director  
  
Director / Secretary  
  
TAB  
QUEENSLAND  
LIMITED  
A.C.N.  
085 691 738  
COMMON SEAL

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

  
Director / Secretary  
  
QUEENSLAND  
RACE  
PRODUCT CO  
LTD  
A.C.N.  
081 743 722  
COMMON SEAL

THE SEAL of QUEENSLAND  
THOROUGHBRED RACING BOARD

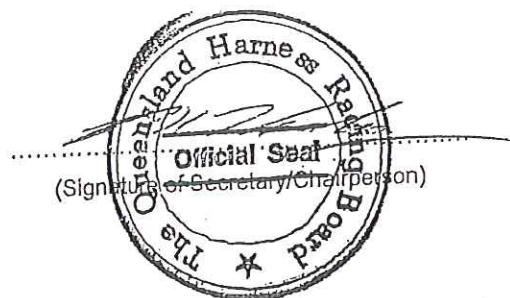
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QUEENSLAND THOROUGHBRED  
RACING BOARD by

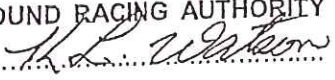
(Chairperson/Authorised Officer)

  
(Signature of Chairperson/Authorised Officer)  
  
QUEENSLAND  
THOROUGHBRED  
RACING  
BOARD  
COMMON SEAL



THE SEAL of QUEENSLAND  
 HARNESS RACING BOARD  
 affixed pursuant to a resolution of  
 the QUEENSLAND HARNESS  
 RACING BOARD by  
  
 (Secretary/Chairperson)



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



