

WESTSPEED INCENTIVE SCHEME



Rules and Conditions - as administered by Racing and Wagering Western Australia (RWAA).

Following are the Rules and Conditions for the Westspeed Incentive Scheme, effective from 1st August 2011, and applicable to all Westspeed nominated horses as provided for within these Rules and Conditions.

1.0 DEFINITIONS

"Advertised Stake" means the total stake money payable on the race (excluding trophies and prizes), as published in the edition of Racing Ahead Magazine closest to the date of the race.

"Breeder Nominated Horse" means a horse registered with RWAA pursuant to Rule 4.

"Breeder's Fee" means for eligible horses turning one year of age on 1/8/2011, \$550 (including GST);

"Breeder's Nomination Form" means the form for nomination of an eligible horse, which is duly completed and signed by the Westspeed Breeder and received by RWAA accompanied with the breeder's fee.

"Club" means any person or body holding or proposing to hold a race meeting in Western Australia

"Commencement Date" means 1st Aug 2011.

"Connections" means the Registered Owner and/or, the Westspeed Breeder.

"Designated Race" means any TAB covered race conducted in Western Australia

(a) For two and/or three year olds.

(b) In which there are runners eligible for 'First Win' and/or "Stayer's Bonuses" (the presence of which will be denoted by the Westspeed logo against their name in the race book)

(c) Any other race as approved of by RWAA.

Should any issue arise as to the eligibility of any race to be considered a designated race, such issues shall be determined by RWAA only.

"Disqualified Person" means a person that, at the relevant time, is subject to a period of disqualification or suspension, or such other form of punishment that prevents that person from entering, riding or training a horse for a race conducted under the control of RWAA and includes a warned off person.

"Eligible Horse" means:

(a) any yearling which is the product of a sire standing in Western Australia at the time the dam is served, or

(b) any yearling which is the product of any sire provided the dam is owned or part owned, by a W. A. based breeder at the time of the nomination of the horse for the scheme, or

(c) any yearling which was at foot or in utero of a mare, at the time that mare was purchased by a Western Australian breeder.

"Eligible Person" means any person who is one of the Connections of a Qualified Horse.

"Fees" means the Owner's Fee and the Breeder's Fee.

"First Win Bonus" the connections of Westspeed nominated horses will receive a payment amounting to half of the applicable race bonus, as prescribed below, if their first career win is recorded at two, three or four years of age in a TAB covered race conducted in WA other than that described above under "Designated Race"

"Forms" means the Owner's Declaration Form and the Breeder's Nomination Form.

"Fully Qualified Horse" means a horse registered with RWAA pursuant to Rule 5.

"GST" means the Goods and Services Tax and any charge, cost or fee payable to the Scheme or by the Scheme as a result of the application of such tax to the Scheme.

"Owner" means the person or persons nominated on the Owner's Declaration Form as being the owner/s of the Eligible Horse prior to its official registration.

"Owner's Fee" means for eligible horses turning one year of age on 1/8/2011, \$1,100 (inc GST) for Standard Owner Nomination or \$2200 (inc GST) for Westspeed Extra nomination.

"Owner Nomination Form" - the form required to be submitted to RWAA by the owner of a yearling which has already been nominated for the scheme by its breeder, in order to make it a "full nomination" and entitle the owner to receive their portion of the available bonuses.

"Race Bonus" means for the 2011/12 Racing Season, the amounts described under 6.0 below.

"Registered Breeder" means the entity recorded by the Australian Thoroughbred Studbook (ASB) as the breeder of a particular horse. This entity must have the first option to breeder nominate said horse for the scheme, but can assign this right to a nominated third party by providing written permission for that entity to participate in Westspeed as the breeder of that horse. In doing so the Registered Breeder must understand that they relinquish any claim to Westspeed Breeder Bonuses said horse may win in the future and that such an assignment applies to Westspeed participation only and in no way impacts upon any of the other "rights or obligations", inferred upon a registered Breeder as per the ASB.

"Registered Owner" means the person, persons, syndicate or combination thereof, registered with RWAA as comprising the ownership of a horse at the time of any given race start. Any such entity which comprises the ownership of a fully subscribed Westspeed horse at the time of it winning a "Race Bonus", shall receive the applicable bonus. For Westspeed purposes only, where a registered lease exists, the "Registered Owner" shall mean the lessor.

"Rules" means these Rules. Further any person who participates or seeks to participate in the Scheme agrees to be bound by the Rules.

"Rules of Racing" means the Rules of Racing of RWAA. Further the Rules of Racing and the definitions contained therein are expressly incorporated into these Rules.

"RWAA" means Racing and Wagering Western Australia.

"Scheme" means the 'Westspeed Incentive Scheme'.

"Stayer's Bonus" a bonus shall be paid in accordance with the conditions outlined under "Race Bonus" above, to the connections of Westspeed participating two, three and four year old winners of any TAB covered race over a distance of 1800 metres or greater, conducted in W.A.

"Stewards" means the Stewards of RWAA.

"Westspeed Breeder" means the entity from which RWAA has accepted a "Westspeed Breeder Nomination," and to whom any future Westspeed Breeder's Bonuses will be paid.

"Westspeed Extra" is one of the two levels of Westspeed owner subscription from which the connections of breeder nominated yearlings can choose to participate. (See 5.0 below).

"Westspeed Standard" is one of the two levels of Westspeed owner subscription from which the connections of breeder nominated yearlings can choose to participate. (See 5.0 below).

"Winner" means the official winner of a designated race as declared by the Stewards at the time correct weight is declared and shall include, in the event of a dead heat for first in a designated race, any joint winner, as declared by the Stewards at the time correct weight is declared.

"Yearling Sale" means the Perth Magic Millions Premier or Secondary Yearling Sale.

2.0 COMMENCEMENT DATE

These Rules shall come into operation on the 1st Aug 2011.

3.0 RWAA TO ADMINISTER SCHEME

RWAA shall administer the Scheme.

4.0 BREEDER NOMINATED HORSE

4.1 From the Commencement Date, an eligible horse shall be considered breeder nominated to the scheme, if

(a) It is not a participant in a yearling sale and a Breeder's Nomination Form is lodged with RWAA, together with the Breeder's Nomination Fee by May 31st 2012.

(b) It is entered in a yearling sale as a Westspeed participant (*) and,

(i) A sale is completed, in which case the Sales Company will deduct the Westspeed Breeder's Nomination Fee from the sale proceeds and forward it to RWAA.

(ii) A sale is not completed, in which case 4.1(a) applies.

(*) Note: If the vendor or their agent indicate on the sale nomination form that they wish the yearling to be a Westspeed participant, then this shall constitute approval for the horse to be nominated as per (b)(i) without further notice, and will be considered the same as if a Breeder's Nomination Form had been completed and lodged with RWAA and shall see such vendor or their agent bound by the terms and conditions of the Scheme.

4.2 The Westspeed Breeder of a yearling nominated in accordance with this provision shall be entitled to the breeder's portion of a bonus, as detailed in 6.0 below, for all of the horse's eligible career wins.

4.3 Should a yearling **not** be a Westspeed participant upon entering the sale ring or being withdrawn from the sale, then no such horse may be nominated for the scheme by its breeder subsequent to the completion of that sale.

5.0 OWNER NOMINATIONS

Once a yearling has been Westspeed Breeder Nominated as per 4.0 above, the owner of that horse (who may or may not be the same entity as the breeder) has the option of lodging an Owner's Subscription Form and Fee with RWWA on or before 31st May 2012, and thus make the horse Fully Qualified for Westspeed. Owners have a choice of two levels at which they can participate in the scheme,

i/ Westspeed Standard (Fee \$1100 inc. \$100 GST).

ii/ Westspeed Extra (Fee \$2200 inc \$200 GST).

All fully nominated winners of eligible races shall receive a bonus as detailed in 6.1 below, credited to a bank account as nominated by the Managing Registered Owner, and paid separately to the stakes payment relevant to the race.

6.0 RACE BONUS

6.1 From the commencement date, the connections of participating winners shall, in addition to the advertised prize money, receive from RWWA a race bonus, the quantum of which is determined by the advertised stake money of the race and the Westspeed participation level of the horse in question, as detailed below (a GST gross up may be added if applicable).

For races with a total advertised stake (excluding trophies and prizes) of

	<u>Breeder</u>	<u>Owner Standard</u>	<u>Owner Extra</u>
\$40,000 - \$99,999	\$5,000	\$15,000	\$22,500
\$17,000 - \$39,999	\$2,500	\$ 7,500	\$ 7,500
\$ 7,500 - \$16,999	\$1,250	\$ 3,750	\$ 3,750
less than- \$7,500	\$ 625	\$ 1,875	\$ 1,875

6.2 The connections of a participating horse which records its first career win as a two, three or four year old, in a TAB covered race conducted in W.A. other than those defined under "Designated Race" above, will receive a **First Win Bonus** payment amounting to half of the bonus applicable to that race as prescribed above.

6.3 In the event that more than one qualified horse is declared a winner by the Stewards at the time correct weight is declared, by way of a dead heat, then the race bonus shall be shared by the connections of each of those qualified horses proportionally to their level of participation.

6.4 Notwithstanding Rule 6.1, RWWA may withhold payment of the race bonus until:

(a) RWWA is satisfied that each eligible person is entitled to receive their respective proportions of the race bonus under these Terms and Conditions; or

(b) RWWA is satisfied that the qualified horse has tested negative to a swab taken by the Stewards pursuant to the Rules of the Racing.

(c) The Stewards are satisfied that there has been no breach of the Rules of Racing

6.5 The race bonus does not constitute any part of the prize money payable under the Rules of Racing for a designated race and it is a condition of any designated race that the race bonus is not considered a prize under AR 1.

7.0 DISQUALIFIED PERSONS

7.1 Notwithstanding Rule 6.1, no proportion of the race bonus shall be payable to an eligible person if that eligible person is a disqualified person at the date of the relevant designated race.

7.2 Notwithstanding Rule 6.1, no proportion of the race bonus shall be payable to an eligible person, if in the opinion of RWWA such a payment would result in a financial benefit of any kind being received by a disqualified person.

7.3 Notwithstanding Rule 6.1, a disqualified person, or a person acting on that disqualified person's behalf is not entitled to:

(a) complete and/or lodge any Forms or Fees;

(b) be, and is disqualified from being, a breeder;

(c) be, and is disqualified from being, an owner or registered owner;

for so long as the disqualifying status applies to the disqualified person.

8.0 REFUSAL TO ACCEPT FORMS AND FEES

8.1 Notwithstanding Rules 4, & 5. RWWA may, without reason or cause being shown and without correspondence being entered into, at its absolute and unfettered discretion, refuse to accept for lodgment any or all Forms and Fees

8.2 If pursuant to Rule 7.1, RWWA refuses to accept the lodgment of any forms or fees for an eligible horse, then RWWA shall return to the breeder and/or the owner of that eligible horse, as the case may be, any of the fees previously lodged with RWWA for that eligible horse.

9.0 EXCLUSION FROM THE SCHEME

If RWWA is of the opinion that:

9.1 (a) a qualified horse has in fact failed to meet any of these Terms and Conditions; or

(b) an eligible person is in breach of these Terms and Conditions

then RWWA at its absolute and unfettered discretion may by notice in writing to the registered owner and that eligible person:-

(i) deem the qualified horse to be no longer a qualified horse and de-register that qualified horse; and/or

(ii) deem that the eligible person is no longer entitled to receive a proportion of any race bonus.

9.2 If the breach of, or the failure to comply with, the Terms and Conditions was in the opinion of RWWA the result of the dishonest conduct by or the fraudulent misrepresentation of an eligible person, then by notice in writing to that eligible person, RWWA in addition to any rights under this rule, may demand that the eligible person repay to RWWA all race bonuses that the eligible person has previously received ("Demanded Amount"). The eligible person shall pay the Demanded Amount to RWWA within 28 days of service of the notice by RWWA.

10.0 TERMINATION AND VARIATION

10.1 RWWA may, in its absolute and unfettered discretion, by notification in the Racing Calendar, terminate the Scheme on and from the date specified in that notification, without refund of any of the Fees and on and from the effective date of that termination, no further race bonuses will be payable.

10.2 RWWA may, in its absolute and unfettered discretion, by notification in the Racing Calendar, vary or amend the Scheme or any of these Terms and Conditions, on and from the date specified in that notification, without reason or cause being shown and without correspondence being entered into.

10.3 Save for any amounts of money which have accrued due to be paid but remain unpaid under these Terms and Conditions as at the relevant effective date of a termination, variation or amendment to the Scheme or any of these Terms and Conditions, in the terms of this Rule no eligible person or owner will have any claim or demand against any other person arising out of the Scheme or its termination, variation or amendment (as the case may be).

11.0 RWWA NOT LIABLE

11.1 RWWA and its Board, Agents, Employees and Officials shall not be liable for any loss or damage of any kind whatsoever, caused by any of their respective acts or omissions, whether negligent or not, in the administration of the Scheme.

11.2 Without limiting Rule 10.1, RWWA and its Board, Agents, Employees and Officials shall not be liable to any person, and are expressly released by each eligible person's and owner's participating in the Scheme, for any loss or damage of any kind whatsoever caused by any incorrect payment of the race bonus.

12.0 MISCELLANEOUS:

Should any event, occurrence or issue ("Event") arise concerning the Scheme and the event is not contemplated by, or is not covered by these Terms and Conditions, then RWWA shall respond to, deal with, or determine the event in a manner that in RWWA's opinion is in the best interests of the Scheme.