

“The Race by [Sponsor TBA]” SLOT HOLDER AGREEMENT

ABOUT THIS AGREEMENT

By signing this Agreement, the Slot Holder acknowledges and agrees:

- (a) to purchase a slot in the 2025 edition of “The Race by [Sponsor TBA]” (The Race) on the terms outlined in this Agreement; and
- (b) this Agreement includes the terms of this entire document, including any pages prior to the Slot Holder Agreement Terms, the Slot Holding Details and the Slot Holder Agreement Terms in the Annexure; and
- (c) the Slot Holder has read, fully understands, and agrees to be bound by this Agreement; and
- (d) the information provided by the Slot Holder in this Agreement (including any attachments) is true and correct; and
- (e) all persons who will or may exercise management or control over the Slot Holder have been listed in this Slot Holder Details section of this Agreement.

The Race:

- (a) is to be run over a distance of 2,200 metres during a race meeting conducted by the Waikato Bay of Plenty Harness Inc (the club), at Cambridge Raceway on Friday 4 April 2025; and
- (b) is for pacing horses; and
- (c) is restricted to 10 runners with one emergency.

The Race by will be run in accordance with the “The Race by [Sponsor TBA]” Slot Holder Agreement Terms and the rules of harness racing (as amended from time to time).

Slot Holding Details

Parties	WBOP and the Slot Holder	
Waikato Bay of Plenty Harness Inc	Name	
	Physical Address	
	Email	
	Attention	
Slot Holder (if the Slot Holder is more than one individual or entity, each individual or entity must complete this form)	Name	
	Physical Address	
	Email	
	Attention	
	Name	
	Physical Address	
	Email	
	Attention	
	Name	
	Physical Address	
	Email	
	Attention	
Slot	The Slot Holder has, subject to the Slot Holder Agreement Terms, the right to select an eligible horse to be entered in the 2025 edition of The Race by [Sponsor TBA].	
Slot Fee	Refer to clause 4.1 of the Slot Holder Agreement Terms.	
Assessment Criteria	If there are more than 10 valid applications the Independent Assessment Panel (IAP) will, at its sole and absolute discretion, select Slot Holders based on the IAP's assessment of the applicant and how they can best promote and/or generate excitement in relation to their Slot in the lead up to The Race.	

Signing this Agreement

If the Slot Holder is:

- (a) a New Zealand incorporated corporate entity, either:
 - (i) two directors of the Slot Holder, or one director of the Slot Holder and a witness must sign below;
or
 - (ii) if the Slot Holder has a sole director, that sole director and a witness must sign below; or
 - (iii) an authorised representative of the Slot Holder may sign below if the Slot Holder provides to the club (in a form acceptable to the club a copy of the instrument authorising the representative to sign this Agreement on behalf of the Slot Holder; or
- (b) an entity incorporated in a jurisdiction other than New Zealand, an authorised officer or representative of the Slot Holder in accordance with the laws of its place of incorporation must sign below; or
- (c) an individual, that individual must sign below; or
- (d) more than one individual, either:
 - (i) all of those individuals must sign below; or
 - (ii) A single individual may sign below on behalf of all individuals that make up the Slot Holder if the Slot Holder provides to the club (in a form acceptable to the club) a copy of the instrument authorising the relevant individual to sign this Agreement on behalf of all the individuals.

Executed as an agreement.

Executed by the Waikato-Bay of Plenty Harness Club
Incorporated in accordance with the
Incorporated Societies Act 1908:

Signature of Braedon Makgill [Chair of the] Waikato-
Bay of Plenty Harness Inc. Board

Signature of David Branch [Chief Executive Officer] of
the Waikatp-Bay of Plenty Harness Inc.

For a New Zealand incorporated corporate entity Slot Holder with two or more directors:

Executed by *(insert company name)*

in accordance with section 180 of the Companies Act 1993
by authority of two directors, or one director and a
witness:

Signature of director

Signature of director/witness *(delete as
applicable)*

Name of director *(print)*

Name of director/witness *(print, delete as
applicable)*

OR

For a New Zealand incorporated corporate entity Slot Holder with a sole director:

Executed by *(insert company name)*

in accordance with section 180 of the
Companies Act by authority of its sole
director and witness:

Signature of sole director

Signature of witness

Name of sole director *(print)*

Name of witness *(print)*

OR

For a New Zealand incorporated corporate entity Slot Holder with an authorised representative:

Executed by *(insert company name)*

by its authorised representative:

Signature of authorised representative

Signature of witness

Name of authorised representative *(print)*

Name of witness *(print)*

For any other incorporated Slot Holder:

Executed by *(insert company name)*

in accordance with the laws of its place of incorporation by being signed by the following officer or authorised representative:

Signature of officer/authorised representative

Name and position of officer/authorised representative *(print)*

OR

For a Slot Holder that is one or more natural persons:

Signed by *(insert name of Slot Holder)*

for and on behalf of all Slot Holders
(strike out if not applicable) in the presence of:

Signature of Slot Holder

Signature of witness

Name of witness *(print)*

(where there are more natural persons who make up the Slot Holder and there is no authorised representative to sign on behalf of all, the following page must be duplicated as required so that each person can sign the Agreement)

Signed by *(insert name of Slot Holder)*

in the presence of:

Signature of Slot Holder

Signature of witness

Name of witness *(print)*

Signed by *(insert name of Slot Holder)*

in the presence of:

Signature of Slot Holder

Signature of witness

Name of witness *(print)*

Signed by *(insert name of Slot Holder)*

in the presence of:

Signature of Slot Holder

Signature of witness

Name of witness *(print)*

Annexure - The Slot Holder Agreement Terms

1. Interpretation

1.1 Definitions

In this document, unless the context otherwise requires:

affiliate means:

- (a) any person who directly or indirectly controls, is controlled by, or is under common control with a party; and
- (b) in the case of a company, a related company of that company.

agreement means this entire document, including any pages prior to the Slot Holder Agreement Terms, the Slot Holding Details and the Slot Holder Agreement Terms in this Annexure and as may be amended, supplemented, varied, or replaced.

balance of stake means the total stake payable by the club to the horse owner and slot holder calculated as the relevant finishing place stake for the applicable horse once the trainer's and driver's percentage of the stake have been deducted (being 85% of the stake for the first five placed horses or 100% of the stake for the 6th to 10th places).

claim means a demand, action or proceeding of any nature, whether actual or threatened.

Club means the Waikato Bay of Plenty Harness Inc.

Club IP means any Intellectual Property Rights made available by the club to the slot holder for the purposes of this agreement, including any trademarks (whether registered, unregistered or the subject of an application for registration) owned by the club.

consequential loss means any loss of revenue, loss of goodwill, loss of customers, loss of capital, downtime costs, loss of profit, loss of or damage to reputation, loss under or in relation to any other contract, loss of anticipated savings or benefits, or any indirect, consequential or special loss, damage, cost or expense or other claim for consequential compensation.

control means the power to direct or cause the direction of the governance and/or the general management and policies of a person, entity or body corporate (as the case may be).

deposit has the meaning given in clause 5.3(b).

eligible horse means a horse that is [Eligible Horses] (under the rules of harness racing) at the time of The Race and that is qualified to race under those rules.

Entain means Entain New Zealand Limited, a delegate of TAB NZ.

final scratching time means 7:30 a.m. on the morning of The Race.

force majeure means anything outside the reasonable control of a party, including acts of God, fire, storm, flood, earthquake, lightning, explosion, accident, war, rebellion, insurrection, sabotage, civil or military disturbance, epidemic, pandemic, quarantine restrictions, labour dispute, labour shortage, transportation embargo, acts of terrorism, failure or delay in transportation, or restraint or restrictions of any governmental, semi-governmental or other public or statutory authority but excluding the inability to pay funds for any reason.

HRNZ means Harness Racing New Zealand Incorporated.

GST means the goods and services tax payable under the Goods and Services Tax Act 1985 and related legislation.

IAP means the Independent Assessment Panel referred to in clause 5.12.

intellectual property rights means all intellectual property rights, whether or not they are registered or capable of being registered, including the following rights:

- (a) patents, copyright, rights in circuit layouts, designs, trade and service marks (including goodwill in those marks), domain names and trade names and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist anywhere in the world (including New Zealand).

law means any statute, regulation, by law, ordinance or subordinate legislation in force from time to time, the common law and equity as applicable from time to time and any applicable industry codes of conduct or codes of practice.

loss means any liability, loss, cost (including legal costs on a solicitor and own client basis, whether incurred by or awarded against the relevant party), expense, damage or charge and including consequential loss or any cost (including legal costs on a solicitor and own client basis, whether incurred by or awarded against the relevant party), expense, penalty, fine, loss, damage, charge or liability that is incurred in connection with a claim including the defence or settlement of that claim.

manager/contact person means the person recorded on the application for The Race as the manager/contact person or such other person as the parties to the application may notify the club in writing is the manager/contact person. For the avoidance of doubt the manager/contact person is deemed to have the legal capacity to bind all parties to application and all parties of the slot holder.

New Zealand Consumer Law refers to Fair Trading Act 1986 and Consumer Guarantees Act 1993 as the case may be.

notice has the meaning given to that term in clause 21.4.

personal information has the meaning given in the Privacy Act 2020.

private arrangement has the meaning given in clause 9.

race means The Race in clause 2.1.

race acceptance time means The Race acceptance time published on the HRNZ website.

race committee means the committee established by the club to oversee the administration, monitoring, and implementation of The Race.

race day means the date on which The Race will be run.

related company has the meaning given to that term in the Companies Act 1993.

representatives means in relation to a person or entity, its officers, employees, contractors, agents, advisers, or financiers.

RIB means the Racing Integrity Board established under the Racing Industry Act 2020.

rules of harness racing mean the New Zealand Rules of Harness Racing and any regulations, directives, or policies made under those rules or the constitution of HRNZ.

slot means a place in the starting field of The Race.

slot dealing has the meaning given in clause 6.

slot fee means the amount payable by the slot holder under clause 4.

slot holder means any person or entity holding a slot.

slot holder trademarks means the trademarks (whether registered, unregistered, or the subject of an application for registration) owned by the slot holder.

TAB NZ means a body corporate established under the Racing Industry Act 2020

WBOP-means Waikato Bay of Plenty Harness Inc.

working day means a day that is not a Saturday, Sunday or public holiday in New Zealand.

1.2 General interpretation provisions

- (a) Words denoting a gender include every other gender.
- (b) Words in the singular include the plural, and words in the plural include the singular.
- (c) If there is an inconsistency between any of the documents forming part of this agreement, those documents will be interpreted in the following order of priority to the extent of any inconsistency:
 - (i) The slot holding details.
 - (ii) the provisions of this Annexure.
 - (iii) Any documents incorporated by reference in this agreement.
- (d) A reference to dollars or \$ is a reference to New Zealand Dollars.
- (e) Headings are for ease of reference only and do not affect interpretation.
- (f) Where a right or remedy is conferred by this agreement, that right or remedy or its exercise is without prejudice to any other right or remedy at law.
- (g) Time is of the essence, provided that the club may, in its absolute discretion, change the stipulated time to a later time, whether before or after a stipulated time has passed.

2. The Race

- 2.1 The club will conduct a race called The Race or such other name as the club may determine from time to time (The Race). It is intended to run The Race in 2025 and 2026.
- 2.2 The Race will be run over 2,200 metres at Cambridge Raceway, on Friday 4 April 2025;.
- 2.3 The Race is for standardbred pacers.
- 2.4 The gait will be pacing horses.
- 2.5 The Race is restricted to 10 runners with one emergency.
- 2.6 The start will be from a mobile barrier, with a maximum of seven horses on the front line and a maximum of four horses on the second line. Fillies/ Mares will be drawn inside Colts, Geldings & Entires and within each sex group it will be a random barrier draw. There will be no movement from the second line to the front line. At barrier draw the emergency will be drawn in the field in the appropriate sex grouping. [For the avoidance of doubt, the

emergency could be drawn in the second line in which case if a scratching occurs on the front line the field will be a six and four formation.]

2.7 The Race will otherwise be conducted under the rules of harness racing.

3. Stake

3.1 The stake for the 2025 edition of The Race will be \$1,000,000 and trophies.

3.2 The finishing place of a horse shall be determined under the rules of harness racing.

3.3 The club funds the stake payable from the slot fees paid and from funding provided by HRNZ to the club.

3.4 The distribution of the stake money to each finishing position has been determined by the HRNZ board.

3.5 The stake for The Race will be allocated as follows:

Finishing Place	Total
1st	\$420,000
2nd	\$130,000
3rd	\$100,000
4th	\$85,000
5th	\$65,000
6 th to 10th	\$40,000
Total	\$1,000,000

3.6 If for any reason the club declares there are less than 10 fully paid slots for The Race, all final stakes will be scaled down in the same proportions as set out in clause 3.5. This will be determined at the sole discretion of the club.

3.7 The stake for each finishing place in clause 3.2 are amounts before the deduction of any trainer and driver percentages. For the avoidance of doubt the trainer's and driver's percentage of the stake shall be deducted from the relevant finishing place stake.

3.8 The trainer's 10 per cent of the stake and the driver's 5 per cent of the stake applies only to the first five placed horses.

3.9 The percentage split of the balance of stake payable by the club and the responsibility for any other costs shall be agreed between the slot holder and the horse owner and recorded in a private arrangement under clause 9 of this agreement.

- 3.10 Stakes payable to the horse owner by the club are paid solely in consideration for services provided by the horse owner to the club (and do not relate to any goods or services provided by the slot holder to the horse owner).
- 3.11 Stakes payable to the slot holder by the club are paid solely in consideration for services provided by the slot holder to the club (and do not relate to any goods or services provided by the owner to the slot holder).
- 3.12 If the private arrangement increases the amount of stake payable to the trainer and or driver, the total stake payable by the club to the trainer or driver is paid solely in consideration for services provided by that trainer or driver to the club (and does not relate to any goods or services provided by that trainer or driver to the owner or slot holder).
- 3.13 Solely for the purposes of enabling HRNZ to pay the slot holder and the owner on behalf of the club through the Centralised Stakes Payment Scheme, the slot holder will be deemed to be an owner under the Harness Racing New Zealand Regulations.
- 3.14 One week prior to The Race the slot holder shall submit to the club in writing:
- (a) The legal full legal name of the slot holder or slot holders, their physical address, their email address and telephone number.
 - (b) The percentage share in the slot attributed to each slot holder.
 - (c) Each slot holder's bank account details, e.g. bank, branch, address, account name and account number.
 - (d) The slot holder's New Zealand GST number if the purchase of the slot is part of a taxable activity conducted by the slot holder. Determination of the taxable activity status is entirely the responsibility of the slot holder and neither the club nor HRNZ accept any liability or responsibility for the determination of the eligibility of taxable activity status claimed.

4. Slot fees

- 4.1 The slot fee is \$60,000 plus GST (if any) for The Race in 2025.
- 4.2 The slot fee in year one (2025) is to be paid:
- (a) by payment of a deposit under clause 5.3(b); and
 - (b) payment of the balance of the slot fee to the club by close of business Monday 3 March 2025.
- 4.3 Slot fees may only be used for prize money for The Race.

5. Application for slots

- 5.1 The application for a slot is an expression of interest in acquiring a slot for The Race.
- 5.2 Applications for slots open at 9:00 am on Monday 23 December 2024 and close at 4:00 pm on Wednesday 29th of January 2025.
- 5.3 An application is made by:
- (a) submitting a completed application form to the club on or before by 4:00 pm on Wednesday 29th January 2025, being the time and date that applications close; and
 - (b) paying a deposit of \$6,000 plus GST.
- 5.4 The application form can be obtained from <https://www.nightofchampions.nz/slots/> or dave@cambridgeraceway.co.nz or from the club's offices.
- 5.5 An application may be made by an individual or group of individuals or entities for only one slot.
- 5.6 An applicant for a slot is not eligible to apply for a slot if the applicant, or any person having a legal, beneficial, or economic interest in the applicant, or who is an affiliate of an applicant, is not eligible to have an interest in a horse under the rules of harness racing and accordingly such application by that applicant is invalid.
- 5.7 A slot holder, anyone having a legal, beneficial, or economic interest in a slot holder or who is an affiliate of a slot holder, is not eligible to apply for, to hold, or have a legal, beneficial, or economic interest in more than one slot in The Race.
- 5.8 Multiple applications by or on behalf of the same applicant or any affiliate of that applicant will be invalid. In the instance of multiple applications, the first entry in order of time received by the club will be considered for that applicant and any other applications will be invalid.
- 5.9 By submitting an application, each applicant acknowledges and agrees that they have read this agreement and agrees to be bound by the terms and conditions of this Annexure.
- 5.10 If there are fewer than 10 valid applications for slots the club may extend the time applications close.
- 5.11 The club may, in its absolute discretion, reject an application for any reason it deems reasonable in the circumstances. Any decision by the club to reject an application is final and not subject to appeal, review, or otherwise challengeable.
- 5.12 The club will establish the IAP that will comprise at least three members, of which two are appointed by the club and one by HRNZ.

- 5.13 If more than 10 applications for slots are received on or before the time and date applications close the IAP shall assess the applications, and in doing so the IAP:
- (a) May request, in writing, information from an applicant that is reasonably necessary for the IAP assessment of the applicant or their application.
 - (b) May deem an application invalid if it is incomplete or if requested information has not been provided within five working days or such other period as the IAP allows.
 - (c) Will rank the applicants based on their assessment of the applicant and the applicant's responses to the assessment criteria in the slot holding details.
 - (d) Will provide the ranked list of candidates, with commentary, to the Chief Executive of the club to accept or reject.
 - (e) Will select the first 10 ranked applicants as slot holders. If one or more candidates are equally ranked 10th, the IAP may determine the candidate to be selected by lot.
- 5.14 The IAP's decision is final and binding and not subject to appeal, review, or otherwise challengeable.
- 5.15 The manager/contact person of a successful applicant for a slot must sign this agreement as the agent of all parties to the application.
- 5.16 The successful applicants for a slot will be announced on or Friday 31st January 2025 (the announcement date).
- 5.17 The slot holder will, subject to the terms of this agreement and subject to payment of the slot fee in full by the required time and date, be entitled to an entry in The Race.
- 5.18 Following the announcement date, any unsuccessful applicants will be notified as soon as possible of the outcome of their application. The deposit for any invalid or unsuccessful application will be fully refunded to that applicant within five working days of the of the club's receipt of that applicant's bank account details.
- 5.19 The deposit for an application that is successful in obtaining a slot forms part of the slot fee for that slot holder.
- 5.20 To the extent permitted by law, the club does not take responsibility for and will have no liability in connection with any applications not received or which are not successful in obtaining a slot for whatever reason.

6. **Slot Dealings**

- 6.1 A slot holder must not on-sell, assign, transfer, lease, or deal with in any other commercial way

their slot without the written approval of the club.

6.2 For the purposes of clause 6.1, a change in the slot holder's effective management or control is deemed to be an assignment.

6.3 Subject to clause 6.4, all slot holders for The Race (held in 2025) will be offered the first right of purchase a slot for the equivalent slot race to be held in 2026. The details of race conditions, date, location, and stake will be determined closer to those race dates and at the sole discretion of the club.

6.4 If any circumstances arise between the date of this agreement and date of The Races in 2026 and 2027 that would entitle the club to cancel the slot or terminate this agreement, then clause 6.3 will not apply.

7. **Cancellation of a slot**

7.1 If after the grant of the slot or the club's written approval of a slot dealing, the club becomes aware of any matter, event, or occurrence that would have resulted in the IAP or the club refusing to grant the slot, or the club refusing to provide approval to slot dealing, the club may cancel the slot and refund any part of the slot fee paid to date held by the club, or request HRNZ to pay such refund if held by HRNZ, and offer a new slot to a different party acceptable to the club but is under no obligation to do so.

7.2 For the avoidance of doubt, the club's right of cancellation extends to matters, events, or occurrences that occur before or after the relevant grant of the slot or approval of slot dealing, provided that neither the IAP nor the club (as the case may be) had actual notice of such matter, event, or occurrence at the time that the slot was granted, or the prior approval to the slot dealing was given.

7.3 If for any reason the slot holder attempts to withdraw or terminate its slot following notification of its successful application, then, without prejudice to any other rights the club has under this agreement or at law, the slot holder will forfeit any part of the slot fee paid (including deposit). For the avoidance of doubt, the club or HRNZ (as the case may be) is not obliged to refund any of the slot fee paid as at the date of the termination of that slot holder's slot.

8. **Default**

8.1 A slot holder is a defaulting party if an insolvency event occurs in respect of the slot holder or if the slot holder commits a breach of any provision of this agreement (including, without limitation, any slot dealing in breach of clause 6 or default by the slot holder in payment of the slot fee by the times and dates specified in clause 4.2.)

8.2 The club may:

- (a) by written notice immediately terminate the slot held by the defaulting party and the defaulting party will forfeit any monies already paid and their slot in The Race;
- (b) recover any outstanding slot fee(s) arising from the termination of the slot as a debt due and payable to the club the defaulting party including by setting off any monies due to the defaulting party by the club and the club have the right to recover any loss resulting from the default; and
- (c) offer a new slot to a different party acceptable to the club (but the club is under no obligation to do so).

8.3 An insolvency event occurs in respect of the slot holder if any one or more of the following events occurs:

- (a) a resolution is passed for the winding up of the slot holder (other than for the purposes of reconstruction or amalgamation, which, in the case of a party, is on terms which have been previously approved in writing by the club);
- (b) a liquidator, provisional liquidator, receiver, receiver and manager, or administrator is appointed to all or any part of the property of the slot holder;
- (c) a receiver, receiver and manager is appointed to, or a mortgagee takes possession of, all or any part of the business or assets of the slot holder;
- (d) the slot holder ceases or threatens to cease to carry on its business;
- (e) the slot holder becomes unable to pay its debts as and when they become due; or
- (f) any analogous event or equivalent event.

9. **Private Arrangements**

9.1 The slot holder is solely responsible for negotiating and entering any commercial arrangement with the owner, trainer, and any other person that has a share in the horse the slot holder intends to nominate as its eligible horse, including in relation to any dealing with the economic interest in the slot (private arrangement).

9.2 A private arrangement must include details of the percentages of the balance of the stake that each of the parties to the private arrangement (including, as applicable, the individual natural persons that comprise the slot holder) is to receive.

9.3 Neither the club nor HRNZ are parties to a private arrangement and have no liability in respect of the fulfilment of the private arrangement, other than the liability for HRNZ on behalf of the club to pay the balance of the stake payable to the slot holder and horse owner in accordance with the percentages agreed in clause 3.9 and 9.2.

9.4 The slot holder must provide the club with the terms of the private arrangement in accordance with clause 3.9 and clause 10.

9.5 The slot holder releases, waives against and discharges the club and HRNZ to the fullest extent permitted under any law, from any claims or loss arising from, due to or related to any private arrangement and indemnifies each of the club and HRNZ against:

(a) any claim made against the club and/or HRNZ (including, without limitation, a claim made by the slot holder or any party to a private arrangement); and

(b) any loss that the club and/or HRNZ suffers or incurs, which arises because of or in connection with any private arrangement (including its own solicitor-client costs).

10. **Nominations**

10.1 The slot holder must comply with the nomination and acceptance timetable set out in this agreement. If there is any inconsistency between these terms and the nomination and acceptance times published by HRNZ those published by HRNZ shall prevail.

10.2 Nominations close at noon on Saturday 29 March 2025, and withdrawals close at noon on Sunday 30 March 2025. These times and dates may change at the discretion of the HRNZ or the club.

10.3 The slot holder must arrange for a person eligible under the rules of harness racing before the nomination closing time to:

(a) nominate one eligible horse to compete in the slot holder's slot; and

(b) provide written notification to the club of:

(i) the name of the slot holder's eligible horse; and

(ii) full details of the terms of any private arrangement by providing a complete copy of the private arrangement or providing such details of the private arrangement that the club requires (including the division of stakes under clauses 3.11 and 9.2)

10.4 The club may, in its absolute discretion, refuse the slot holder's nomination in accordance with this agreement and the rules of harness racing.

10.5 The club may also refuse the nomination if the slot holder does not provide sufficient details of the private arrangement before the closing time for nominations.

- 10.6 Notwithstanding anything in a private arrangement, if before The Race acceptance time the club refuses the nomination of a horse, or the nominated horse is disqualified or is ineligible to start under the rules of harness racing the slot holder, may negotiate and enter into a new private arrangement with a trainer(s) or owner(s) of another eligible horse and the slot holder may nominate by The Race acceptance time, that eligible horse to compete in the slot holder's slot in The Race or select a horse under clause 11.5(a).
- 10.7 The slot holder need not own or have an interest in the horse it nominates to run in The Race (but may do so). However, the slot holder is still required to comply with the rules of harness racing in respect of the horse it enters to run in The Race.
- 10.8 The owner(s) and trainer(s) of each nominated and accepted horse for The Race retain all their rights and responsibilities under the rules of harness racing. In the event of disagreement between those parties and the slot holder as to whether the horse should be scratched for veterinary reasons, that matter will be determined by the RIB Stipendiary Stewards in accordance with those rules.

11. **Withdrawals, Scratching, and Emergencies**

- 11.1 Between the closing of nominations and acceptance time the IAP may declare up to three horses as nominations for The Race (IAP-nominated horse).
- 11.2 In the event that the slot holder's nominated horse is refused by the club, is disqualified, ineligible to start, or withdrawn under the rules of harness racing before acceptance time, the slot holder may either nominate another horse under clause 10.6 or subject to reaching an agreement with the owners select an IAP-nominated horse as its nominated horse.
- 11.3 Emergencies:
- (a) One emergency runner may be declared for The Race.
 - (b) The emergency declared for The Race must have been nominated for The Race by the IAP.
- 11.4 Scratching- General
- (a) If there are more than two scratchings, the option to negotiate with the owners of the emergency runner will be allocated in the order in which the scratchings were received by the club.
 - (b) If a slot holder's nominated or selected horse is unable to start in The Race or is scratched after it enter the track, the slot holder fees are not refunded.
- 11.5 Scratching -Before the final scratching time

- (a) In the event a slot holder's runner is scratched prior to the final scratching time the slot holder may reach an agreement with the owners of the emergency horse to be its runner in The Race.
- (b) If no agreement can be reached with the owners before the final scratching time the slot holder will not be entitled to a runner in The Race and it will receive the stake as if the horse has run and been placed tenth.

11.6 Scratching -After the final scratching time

- (a) In the event a slot holder's horse runner is scratched after the final scratching time with a certified veterinary certificate by a veterinarian approved by the club the slot holder will not be entitled to a runner in The Race and it will receive the stake as if the horse has run and been placed tenth.
- (b) In the event a slot holder's horse runner is scratched after the final scratching time without a certified veterinary certificate by a veterinarian approved by the club the slot holder will not be entitled to a runner in The Race and it will forfeit the right to receive any stake.

11.7 Refund of slot fees

If The Race is cancelled or abandoned the slot holder is entitled to a refund of their paid slot fees.

- 11.8 The slot holder releases and discharges the club and HRNZ, to the fullest extent permitted at law, from any claim or loss, and indemnifies each the club and HRNZ against any such claim or loss suffered or incurred by the club or HRNZ (including its own solicitor-client costs), as a result of or related to a horse being disqualified from The Race or scratched from The Race under the rules of harness racing.

12. **Alteration of conditions and cancellation of The Race**

- 12.1 To the fullest extent permitted by law, the club reserves the right to cancel The Race or alter the conditions of The Race (including, without limitation, the alteration of this agreement, scheduled dates and times, or the date or location for the running of The Race) at any time and for any reason at its absolute discretion, without notice, including if:

- (a) the club, Entain, or HRNZ requires the relevant cancellation or alteration;
- (b) there is a force majeure event; or
- (c) in the case of any proposed alteration, it is reasonably necessary, appropriate, or preferable to maximise The Race's engagement or economic benefit or in connection with any other matter related to The Race.

12.2 The club will notify the slot holder of any cancellation or alteration referred to in clause 12.1 as soon as reasonably practicable. If The Race is cancelled, the club or HRNZ (as the case may be) will refund the slot fee paid by the slot holder.

13. Ownership of IP

13.1 The club grants the slot holder a non-exclusive, non-transferable, royalty-free licence (without a right to sub-licence) to use Club IP to market and promote The Race and the slot holder's participation in The Race, subject to the conditions in clause 13.2.

13.2 The slot holder must obtain prior written approval to the proposed use of Club IP before using the Club IP under clause 13.1, and in using the Club IP, the Slot Holder must:

- (a) comply with all reasonable directions of the club and any brand guidelines notified to the slot holder;
- (b) use its best endeavours to preserve the value and validity of the Club IP;
- (c) not use the Club IP for any unlawful purpose or in contravention of the New Zealand Consumer Law;
- (d) not use the Club IP in a manner that:
 - (i) would bring the Club IP, the club, or The Race into disrepute or otherwise cause harm to the goodwill attached to the Club IP;
 - (ii) is inconsistent with the distinctiveness or reputation of the Club IP;
 - (iii) would jeopardise or invalidate any registration (or prejudice any application for registration) of the Club IP or could assist or give rise to an application to terminate, revoke or dilute any such registration; or
 - (iv) might prejudice the right or title of the club to the Club IP.

13.3 The slot holder agrees and acknowledges that:

- (a) the club or its relevant third-party licensor owns all intellectual property rights in the Club IP, including the goodwill attached to it; and
- (b) except as specified in clauses 13.1, the club does not grant to the Slot Holder any right or licence to the Club IP.

13.4 The Slot Holder must not:

- (a) use or apply to register anywhere in the world any trademark, or apply to register or use any business name, company name or internet domain name, that comprises or contains any of the Club IP, or any words or images that are substantially identical with, or deceptively similar to, any of the Club IP, without the prior written consent of the club.
- (b) challenge or in any way impugn:
 - (i) the club's complete ownership of, or rights to use, the Club IP; or
 - (ii) the validity of, or the club's title to, any applications for registration made by, or any registrations obtained by, the club, in respect of the Club IP

13.5 This clause 13 survives the termination of this agreement.

14. **Promotion, Marketing, Media, and Sponsorship**

14.1 The slot holder must refer to The Race in all promotions, marketing and media as "The Race".

14.2 The Slot Holder:

- (a) grants to the club and HRNZ and a non-exclusive and royalty free licence (including a right to sub-licence) to use, reproduce, publish, and communicate to the public any slot holder trademarks; and
- (b) must procure the written consent of the owner and trainer of its nominated horse for the club and HRNZ to use, reproduce, publish, and communicate to the public the name and images of the nominated horse for the purposes of promoting, conducting, and broadcasting The Race (including any pre-race and post-race promotions and broadcasting).

14.3 The slot does not provide the slot holder with any media or sponsorship rights related to The Race, including those related to its promotion, running, or post-race coverage. The slot holder cannot grant, sell, or licence any media or sponsorship rights related to The Race to any third party.

14.4 The slot holder unconditionally and irrevocably assigns to the club, on creation, all Intellectual property rights, media rights, and sponsorship rights it may have in connection with the promotion, running, or post-race coverage of The Race including, without limitation, all media

and sponsorship rights in respect of the:

- (a) name and likeness of the slot holder and any owner(s) or trainer(s) of any horse accepted in The Race;
- (b) colours, logos, and any other associated or identifying characteristics of the Slot Holder, owner(s), trainer(s) or horse; and
- (c) any other matter relating to the horse's participation in The Race, as those items relate to The Race.

14.5 The club and HRNZ may market, promote, and advertise The Race, and the horse, in any manner, including by (without limitation) televising, broadcasting and/or recording The Race and the activities incidental to it, and broadcasting (on any platform including digital platforms), exhibiting and/or exploiting the same by any means now or hereafter including, without limitation, licensing such rights to others for uses approved by the club. The slot holder hereby expressly, irrevocably and perpetually waives on its behalf and on behalf of its representatives (including the trainer(s)) any and all rights it may have in connection with any matter referred to in this clause. For the avoidance of doubt, this includes any such rights within New Zealand and internationally.

14.6 The slot holder may also market and promote The Race and slot holder's participation in The Race, with the prior written approval of the club and subject to the conditions in clause 13.2. The slot holder must obtain the club's prior written approval to the proposed use of any promotional or marketing material generated by the slot holder in relation to The Race.

15. **Confidentiality**

15.1 The slot holder acknowledges all the information in or provided by the club in relation to this agreement, including details of The Race, is confidential. The slot holder must not use, copy, modify, or disclose such information to any third party (or permit others to do so) without the club's prior written consent, other than as necessary for the performance of the slot holder's rights and obligations under this agreement or to the slot holder's representatives who have a reason to know and who agree in writing to comply with the provisions of this clause 15.

15.2 The provisions of this clause 15 shall not apply to information that:

- (a) is or comes into the public domain through no fault of the slot holder or its representatives; or
- (b) is required by law, by a court or governmental order to be disclosed provided that, to the extent permitted by law, prior to any disclosure, the slot holder notifies the club and, at the club's request and cost, assists the slot holder in opposing any such disclosure or work collaboratively to determine the form and extent of the disclosure made.

15.3 The slot holder must not, directly or indirectly, disclose any information, make or publish any statement or photograph, or do any other thing (whether physically, electronically, verbally, in writing, online or offline) that may disparage, harm, prejudice, or adversely affect the club's brand or reputation or bring embarrassment and/or disrepute to the club in any manner whatsoever, as determined by the club in its sole discretion.

16. Privacy

16.1 The slot holder consents to the club collecting the slot holder's personal information.

16.2 The club may share the slot holder's personal information with HRNZ, or Entain, TAB and other third parties for any purpose related to this agreement or The Race, including but not limited to club -related entities, the IAP, and any other third parties and regulatory bodies including but not limited to agents, contractors, and service providers (including for the purposes of marketing or promoting The Race and/or the inclusion on any register of slot holders maintained by the club, HRNZ, or Entain and TAB NZ.

16.3 The club may collect and use the slot holder's personal information, including the slot holder's contact details, to send the slot holder (by telephone, email, SMS or mail) communications about The Race, promotions, and other events. The slot holder can opt out of these communications at any time by following the unsubscribe link in the message the club sends or by emailing the club at Dave Branch dave@cambridgeraceway.co.nz .

16.4 The club's privacy policy, which is available by emailing Dave Branch dave@cambridgeraceway.co.nz explains more about the types of personal information the club usually collects and how it handles personal information. It also sets out how the slot holder can seek access to and seek correction of its personal information. Further information is available at privacy.org.nz, including how to make a privacy complaint.

17. Limitation of Liability

17.1 Except for any liability that cannot by law be excluded, the club and HRNZ (including their respective officers, employees, and agents) exclude all liability (including negligence) for any loss, costs or damages arising in any way out of, or in relation to, the slot, the conduct, promotion, or marketing of The Race or this agreement, including but not limited to:

- (a) any variation in stake set out in this agreement;
- (b) any cancellation or alteration to The Race pursuant to this agreement, or the rules of harness racing;
- (c) any private arrangement (including failure to make payment in accordance with its terms or other non-observance of its terms);

- (d) any tax liability incurred by the slot holder, owner or trainer of the horse including under any private arrangement; and
 - (e) any dispute or disagreement between the slot holder and the owner(s) and trainer(s) and driver(s) of any horse or emergency horse, including in relation to distribution of stake.
- 17.2 If liability cannot be excluded pursuant to clause 17.1, then the total liability of the club and HRNZ is limited to the amount of slot fees paid by the relevant slot holder.
- 17.3 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities, and other terms implied or conferred by law that impose any liability or obligation on the club are excluded under this agreement.
- 17.4 If a supply under this agreement is a supply of goods or services to a consumer within the meaning of the New Zealand Consumer Law, nothing contained in this agreement excludes, restricts or modifies the application of any provision which cannot be excluded, restricted or modified by law, provided that, to the extent that the New Zealand Consumer Law permits the club and HRNZ to limit its liability, then the their liability shall be limited to the slot fee paid by the slot holder. If the supply of the slot is to other parties in business, the club and HRNZ contracts out of its obligations and liability in accordance with New Zealand Consumer Law.
- 17.5 The slot holder releases, waives against and discharges the club and HRNZ, to the fullest extent permitted under law, from any claims or loss (including solicitor-client costs) arising from or due to personal injuries or property damages of any kind or description to any person, property, or horse owned or controlled by the slot holder (or any owner or trainer of any horse nominated by the slot holder or any emergency horse) occurring during The Race or related to The Race.

18. **Dispute Resolution**

- 18.1 This clause applies to any dispute or difference arising out of, or in any way in connection with, this agreement, or the conduct of a party in relation to the subject matter of this agreement at any time (dispute).
- 18.2 A party must not commence any court proceedings in relation to a dispute unless it first complies with this clause, except:
- (a) to seek urgent interlocutory relief; or
 - (b) if the dispute relates to a failure by the other party to comply with this clause.
- 18.3 If a dispute arises, a party may give a notice in writing to the other party (dispute notice) specifying:
- (a) particulars of the dispute; and

(b) the position that the party believes is correct.

- 18.4 Where a dispute notice has been received pursuant to clause 18.3 the parties must meet as soon as reasonably practicable and negotiate in good faith to attempt to resolve the dispute informally.
- 18.5 If the parties are unable to resolve the dispute by negotiation within 10 working days after the date of the dispute notice, either party may refer the dispute to mediation in accordance with the rules of mediation of the New Zealand Dispute Resolution Centre (referral).
- 18.6 If the dispute is referred to mediation and not resolved by mediation within 10 working days of the referral or any longer time which the parties may agree in writing, either party may proceed to seek relief from a court.
- 18.7 The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement is solely to attempt to settle the dispute between the parties and is provided or made on a 'without prejudice' basis.
- 18.8 No party may use any information or documents obtained through the dispute resolution process established by this clause for any purpose other than attempting to settle the dispute.

19. **GST**

- 19.1 The slot fees or any other consideration for any supply under or in connection with this agreement is exclusive of GST.
- 19.2 To the extent that a slot or any supply made under or in connection with this agreement is a taxable supply, the slot holder must pay, in addition to the slot fees or any other consideration to be provided under this agreement for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of the slot fee or any other consideration (or its GST exclusive market value) multiplied by the rate of GST. The slot holder must pay the additional amount at the same time as the slot fee or other consideration is due, provided that the club gives the slot holder taxable supply information for the supply.
- 19.3 If a party is entitled under this agreement to be reimbursed or indemnified by another party for a cost or expense incurred in connection with this agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which any input tax credit may be claimed by the party being reimbursed or indemnified, or by its representative member.
- 19.4 The slot holder releases and discharges each of the club and HRNZ to the fullest extent permitted under any law, from any claims or loss arising from, in connection with or related to:
- (a) any supply made under or in connection with a private arrangement that is not a

taxable supply on which GST is imposed; or

- (b) any supply made under or in connection with a private agreement at a time which a party to that private arrangement is not or will not be registered for GST.

20. Taxes

- 20.1 The slot holder must pay all amounts due to the club under or in connection with this agreement without any deduction or withholding for or on account of taxation unless a tax deduction is required by law.
- 20.2 If a tax deduction is required from an amount due under this agreement, the slot holder must make that tax deduction and any payment required in connection with it within the time allowed in the amount required by law.
- 20.3 If a tax deduction is required by law from an amount due under this agreement, then the slot holder shall be liable to pay an additional amount to the club so that after the tax deduction, the club will receive an amount equal to the aggregate fee.
- 20.4 In this clause 20, tax deduction means an amount deducted or withheld from a payment (whether by way of set-off or otherwise) for or on account of any withholding tax.
- 20.5 The slot holder indemnifies the club against for any liability or loss suffered (including solicitor client costs of enforcing its rights) for any failure to make a payment in respect of a tax deduction as required by law or failure to pay an additional amount to the club in respect of any tax deduction required by law.

21. General matters

- 21.1 The club will not reimburse any expenses (including travel expenses) incurred by owner(s) and trainer(s) in relation to horses being selected to complete in The Race.
- 21.2 All references to currency are to New Zealand Dollars (\$NZD).
- 21.3 Nothing in this agreement creates a joint venture, agency, partnership, or common enterprise between the club and the slot holder.
- 21.4 A notice, demand, consent, approval, or communication under this agreement (**notice**) must be:
 - (a) in writing, in English and signed by a person duly authorised by the sender; and
 - (b) hand delivered or sent by prepaid post or email to the recipient's address for notices specified in this agreement, as varied by any notice given by the recipient to the sender.

- 21.5 A notice given in accordance with clause 21.4 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
- (a) if hand delivered, on delivery;
 - (b) if sent by prepaid post, the sixth working day after the date of posting (or the tenth working day after the date of posting if posted to or from a place outside New Zealand); or
 - (c) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee, but if the delivery, receipt or transmission is not on a working day or is after 5.00pm on a working day, the notice is taken to be received at 9.00am on the next working day.
- 21.6 The slot holder is liable for the actions and omissions of any of its successors, representatives and permitted assigns.
- 21.7 No amendment or variation of this agreement will be valid unless it has been made in writing and signed by all parties to this agreement (unless such amendment is made by the club and notified to the slot holder in writing).
- 21.8 Any failure or delay to take action to enforce any provision of the agreement by the club against the slot holder shall not be treated as a waiver of that provision, nor shall it affect the right to subsequently enforce that provision against the slot holder.
- 21.9 This agreement and the rules of harness racing contain the entire agreement between the club and the slot holder with respect to the subject matter and supersede all earlier conduct and communications by the parties with respect to its subject matter.
- 21.10 This agreement may be executed in counterparts. All executed counterparts constitute one document.
- 21.11 A party may sign electronically a soft copy of this agreement and bind itself accordingly. This will satisfy any statutory or other requirements for this agreement to be in writing and signed by that party. The parties intend that:
- (a) any soft copy so signed will constitute an executed original counterpart, and any printout of the copy with the relevant signatures appearing will also constitute an executed original counterpart; and
 - (b) where a party prints out this agreement after all parties that are signing electronically have done so, the first print-out by that party after all signatories who are signing electronically will also be an executed original counterpart of this agreement. Each signatory confirms that their signature appearing in the agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.

21.12 If any part or all of a provision of this agreement is illegal or unenforceable then it may be

severed from this agreement and the remaining parts of the provision, or provisions of this agreement continue in force.

21.13 Any term by its nature intended to survive termination of this agreement survives termination of this agreement.

21.14 This agreement is governed by the law of New Zealand and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of New Zealand.