



Thorough Care SA Program

Retired Thoroughbred Racehorse Assistance Package

Terms and Conditions

Racing SA Ltd ABN 25 094 475 939 (**Racing SA**) is committed to the welfare of thoroughbred racehorses before, during and beyond their racetrack careers. To promote and safeguard the long-term future of thoroughbred racehorses, Racing SA, through its welfare sub-brand Thorough Care SA, has established a program to assist with the transition into retirement of thoroughbred racehorses when racing is no longer a career option.

As part of the Thorough Care SA program, Racing SA will, subject to following terms and conditions as amended from time to time, provide to each person (**Recipient**) who is an eligible owner of a retired thoroughbred racehorse (**Retired Racehorse**), a package, which will include various benefits and items for the Retired Racehorse (**Assistance Package**).

In consideration for the receipt of the Assistance Package, the Recipient agrees to comply with these terms and conditions.

1. Application for Assistance Package

- 1.1 To apply for the Assistance Package, the Recipient must complete the application form published by Racing SA from time to time.
- 1.2 By completing and submitting the application form, and in consideration for Racing SA supplying the Assistance Package, the Recipient agrees to:
 - (a) be bound by these terms and conditions, the Australian Rules of Racing and Local Rules of Racing South Australia (**Rules of Racing**) and any published policies of Racing SA and accepts all accompanying risks, obligations and responsibilities;
 - (b) be responsible for informing itself of these terms and conditions, the Rules of Racing and all policies of Racing SA as published from time to time; and
 - (c) indemnify, keep indemnified and hold harmless Racing SA against all damages, losses, liabilities, costs, charges and expenses (including legal fees on a fully indemnity basis) howsoever arising from any incorrect statement or any statement that is incomplete or misleading (including by omission) in the application form.
- 1.3 Racing SA may (but it is not obliged to) approve an application form if it is satisfied that:
 - (a) the Recipient and the Retired Racehorse meet the eligibility criteria set out in section 2;
 - (b) the Recipient has provided to Racing SA:
 - (1) all information and documents specified in the application form;
 - (2) details of the stable the Retired Racehorse was stabled immediately before its retirement;



- (3) the registered racing name and microchip number (if known) for the Retired Racehorse;
- (4) a photograph or description of the brands of the Retired Racehorse; and
- (5) all other information and documents requested by Racing SA which are reasonably necessary for Racing SA to confirm the eligibility of the Recipient and/or the Retired Racehorse.

1.4 If the Recipient's application form has been approved by Racing SA, Racing SA will provide to the Recipient details as to how the Recipient can collect the benefits and items comprising the Assistance Package.

2. Eligibility

2.1 A Recipient may be any person resident in Australia.

2.2 A Retired Racehorse will be eligible for the Assistance Package if the Retired Racehorse:

- (a) has been retired from racing under the Rules of Racing;
- (b) immediately prior to its retirement, was stabled at premises located in South Australia;
- (c) raced in South Australia for the majority of its career (or lesser period agreed to by Racing SA on application by the Recipient); and
- (d) has not ceased to be eligible under paragraph 2.3.

2.3 A Retired Racehorse will immediately cease to be eligible for the Assistance Package if:

- (a) it dies; or
 - (b) it is reinstated to be raced or be trained in accordance with the Rules of Racing.
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3. Assistance Package

3.1 The Assistance Package will contain various benefits and items, including without limitation a horse rug, equine feed, equine supplements and access to various discounts and benefits provided by Racing SA's equine partners (**Racing SA Partners**).

3.2 Racing SA reserves the right at any time to:

- (a) add to or remove benefits and items that comprise the Assistance Package;
- (b) change the Racing SA Partners that provide discounts and benefits under the Assistance Package; and
- (c) change the items and benefits that comprise the Assistance Package, including the nature, brand and quantity of items and benefits to be provided.

3.3 Racing SA may, but is not obliged to, maintain a current list of the benefits and items that comprise the Assistance Package. Any such list will be published on Racing SA's website, www.racingsa.com.au.



4. Termination

- 4.1 Racing SA may, by notice to the Recipient, terminate the Recipient's right to receive the benefits and items under the Assistance Package if:
- (a) Racing SA discovers that the application form contains any incorrect information or any statement that is incomplete or misleading (including by omission) in relation to the eligibility of the Recipient and/or the Retired Racehorse;
 - (b) the Recipient is convicted of any offence under any law protecting the welfare of animals (save that in such circumstances, Racing SA may continue to provide the Assistance Package for the welfare of the Retired Racehorse on any terms it thinks fit); or
 - (c) the Recipient has failed to comply with these terms and conditions, the Rules of Racing and any published policies of Racing SA.
- 4.2 The Recipient's right to receive the benefits and items under the Assistance Package will immediately cease if any one of the following events occurs:
- (a) the Retired Racehorse ceases to be eligible for the Assistance Package under paragraph 2.3;
 - (b) the Recipient ceases to be the owner of the Retired Racehorse; or
 - (c) Racing SA in its discretion ceases the program for offering the Assistance Package generally, amends the program in a way that does not include a Assistance Package of the nature set out in these terms and conditions, and/or provides for the welfare of Retired Racehorses through its Thorough Care SA program in other ways.
- 4.3 Other than where Racing SA ceases the Assistance Package program under paragraph 4.2(c), the Recipient must, if Racing SA directs, transfer to Racing SA (or other person nominated by Racing SA) the benefits and items under the Assistance Package, including horse rug, equine feed, equine supplements and any other tack or unused vouchers, goods or consumables supplied as a part of the Assistance Package. If Racing SA ceases the Assistance Package program under paragraph 4.2(c), the Recipient need not return those things.
- 4.4 Where Racing SA terminates the Recipient's right to receive the benefits and items under the Assistance Package for any reason, Racing SA may notify the Racing SA Partners of that fact and provide such information as may be necessary for Racing SA Partners to cancel any benefits and items.

5. Change of ownership

- 5.1 The Recipient acknowledges and agrees that the Assistance Package is for the benefit of the Retired Racehorse and therefore the benefits and items provided under the Assistance Package must follow the Retired Racehorse.
- 5.2 The Recipient must notify Racing SA promptly (and in any event within 5 days) if the Recipient sells or transfers the Retired Racehorse to another person (or agrees to do so) and provide such details of the new owner as Racing SA reasonably requires.
- 5.3 If the new owner agrees to these terms and conditions, then:

- (a) the new owner shall become the Recipient and will be entitled to the benefits and items under the Assistance Package for the Retired Racehorse; and
- (b) the Recipient must at the same time the Retired Racehorse is transferred, transfer to the new owner the benefits and items under the Assistance Package, including horse rug, equine feed, equine supplements and any other tack or unused vouchers, goods or consumables supplied as a part of the Assistance Package.

5.4 If the new owner does not agree to these terms and conditions, then the Recipient must, if Racing SA directs, transfer to Racing SA (or other person nominated by Racing SA) the benefits and items under the Assistance Package, including horse rug, equine feed, equine supplements and any other tack or unused vouchers, goods or consumables supplied as a part of the Assistance Package.

6. Recipient's obligations

6.1 For so long as the Recipient has the right to receive the benefits and items under the Assistance Package, the Recipient must:

- (a) generally provide for the good and proper care, welfare, treatment and maintenance of the Retired Racehorse;
- (b) only use the Assistance Package in respect of the Retired Racehorse;
- (c) ensure that no person other than the Recipient obtains the benefit of discounts and benefits provided by Racing SA Partners as part of the Assistance Package.

6.2 In addition to the obligation to notify of transfer of the Retired Racehorse (including where it is sold), the Recipient must notify Racing SA promptly if any one of the following events occurs:

- (a) the Retired Racehorse dies;
- (b) the Retired Racehorse is reinstated to be raced or be trained in accordance with the Rules of Racing.

6.3 Upon giving reasonable notice to the Recipient, the Recipient must allow Racing SA (and its equine welfare officer, stewards, employees, contractors and agents) access to any premises where the Retired Racehorse is located to inspect the Retired Racehorse and to ensure that the Recipient is complying with these terms and conditions.

7. Liability of Racing SA

7.1 Racing SA does not give any warranty or guarantee nor accept any liability in relation to any benefits and items comprising the Assistance Package. Racing SA makes no representation, warranty or assurance as to any of the operating or performance parameters of any benefits and items comprising the Assistance Package and their suitability for the Recipient's use.

7.2 Racing SA does not give any assurance that any manufacturer's warranty will apply in the Recipient's circumstances. The Recipient should fill out any applicable warranty forms accompanying items in the Assistance Package and deal with the manufacturer on any warranty or performance related issues.

7.3 To the extent maximum extent permitted by law, Racing SA excludes all implied terms, conditions, warranties and guarantees in relation to the provision of the Assistance Package.



- 7.4 The Recipient acknowledges and agrees that the use of any benefits and items provided as part of the Assistance Package will be at its own risk and it will be responsible for the safety and wellbeing of the Retired Racehorse.
- 7.5 Racing SA and its officers, employees and agents will not be liable for any loss or damage of any kind whether arising from or in connection with Racing SA:
- (a) terminating the Recipient's right to receive the benefits and items under the Assistance Package; or
 - (b) making any changes to the Assistance Package; or
 - (c) making any additions or amendments to these terms and conditions.
- 7.6 To the extent permitted by law, Racing SA will not be liable for any loss or damage suffered by the Recipient (and any person under the Recipient's care or supervision) or its Retired Racehorse arising from or in connection with the use of any benefits or items provided as part of the Assistance Package. The Recipient hereby releases and discharges Racing SA from such things.
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8. Privacy

- 8.1 The Recipient acknowledges that it is required to provide personal information (as defined in the *Privacy Act 1988* (Cth) (**Privacy Act**) to Racing SA in connection with the application form.
- 8.2 Racing SA will deal with that personal information in accordance with the Privacy Act and its privacy policy (as amended from time to time), which can be accessed on Racing SA's website, www.racingsa.com.au.
- 8.3 Without limiting the collection and disclosure of Personal Information permitted under Racing SA's privacy policy, the Recipient expressly authorises Racing SA to:
- (a) disclose to Racing SA Partners the Personal Information collected from the Recipient to enable the Racing SA Partners to provide to the Recipient discounts and benefits Racing SA Partners offer as part of the Assistance Package. Racing SA Partners may separately offer the Recipient access to other promotions and offers;
 - (b) collect from Racing SA Partners the Personal Information the Recipient has disclosed to Racing SA Partners, and hold and use such information, for the purposes of improving Racing SA's service offerings under the Assistance Package and the Thorough Care SA Program.
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9. General

- 9.1 Racing SA reserves the right at any time to add or amend these terms and conditions and any such addition or amendment shall take effect on being published on Racing SA's website, www.racingsa.com.au.
- 9.2 These terms and conditions are governed by the laws of South Australia.
- 9.3 If any part of these terms and conditions is void, voidable or unenforceable, that part will be read down to the extent necessary to avoid that result and if that part cannot be read down, to that extent, it will be severable without effecting the validity and enforceability of the remainder of these terms and conditions.
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