

Conditions on Publication and Use of GRV RaceFields

Applicable from 1 July 2022

1. Introduction

Pursuant to section 4.2.3A of the *Gambling Regulation Act 2003* (VIC) (“**Act**”), a wagering service provider (“**WSP**”), must not publish, use or otherwise make available a Victorian greyhound race field (“**Race Fields**”) in the course of business unless it has obtained approval from Greyhound Racing Victoria (“**GRV**”) and complies with the conditions to which the approval is subject.

Pursuant to section 4.2.3C(4) of the Act, this document sets out conditions applicable to any wagering service provider granted approval by GRV (“**Approved Entity**”) to use and publish Race Fields.

2. Fee Conditions

Fees

Without limiting the Controlling Bodies’ power to amend revoke these conditions under section 4.2.3C(7) of the Act, the Fees payable by the Approved Entity to GRV from 1 July 2022 until further notice is calculated as follows:

- For Parimutuel Betting:
 - 1.75% of the Total Turnover of the Approved Entity; PLUS
- For Fixed Odds Betting:
 - Subject to the Fee Cap, the greater of:
 - 2.35% of the proportion of Total Turnover of the Approved Entity; or
 - 16.5% of the proportion of Eligible Gross Revenue of the Approved Entity; PLUS
- For Tote Derivative Betting:
 - Subject to the Fee Cap, the greater of:
 - 2.35% of the proportion of Total Turnover of the Approved Entity; or
 - 16.5% of the proportion of Eligible Gross Revenue of the Approved Entity; PLUS
- 1.5% of the proportion of Total Turnover of the Approved Entity which relates to Betting Exchange Betting.

For the purposes of the above calculation:

- the proportion of Total Turnover of the Approved Entity in relation to **Parimutuel Betting** is equal to Total Turnover multiplied by the percentage of Total Turnover from Parimutuel Betting as against the Total Turnover

- the proportion of Total Turnover or Eligible Gross Revenue (whichever is greater) of the Approved Entity in relation to **Fixed Odds Betting** is equal to Total Turnover multiplied by the percentage of Total Turnover from Fixed Odds Betting as against the Total Turnover
- the proportion of Total Turnover or Eligible Gross Revenue (whichever is greater) of the Approved Entity in relation to **Tote Derivative Betting** is equal to Total Turnover multiplied by the percentage of Total Turnover from Tote Derivative Betting as against the Total Turnover
- the proportion of Total Turnover of the Approved Entity in relation to **Betting Exchange Betting** is equal to Total Turnover multiplied by the percentage of Total Turnover from Betting Exchange Betting as against the Total Turnover

Maximum Fee

If the calculated Fee payable by the Approved Entity to GRV for Fixed Odds Betting or Tote Derivative Betting exceeds the Maximum Fee, then such amount will be deemed to be the Maximum Fee for Fixed Odds Betting or Tote Derivative Betting.

For the avoidance of doubt, GRV will not require the Approved Entity to pay a Fee greater than the relevant Maximum Fee for either Fixed Odds Betting or Tote Derivative Betting

Summary Table

	Total Turnover	Eligible Gross Revenue	Fee Cap (of Total Turnover)
	<i>Greater Of</i>		
Parimutuel Betting	1.75%	N/A	N/A
Fixed Odds Betting	2.35%	16.50%	2.60%
Tote Derivative Betting	2.35%	16.50%	2.60%
Betting Exchange Betting	1.5%	N/A	N/A

3. Payment of Fee

The Fee is payable monthly in arrears and is to have added to it the 10% GST.

Unless otherwise specified by GRV in writing, the monthly Fee (plus 10% GST) must be paid by the Approved Entity to GRV within 10 days of the end of each month by direct deposit as follows:

Account name: Greyhound Racing Victoria

BSB: 333-030

Account Number: 551052982

Please specify the Approved Entity's name in the transaction details so that GRV may reconcile the payments made.

At the time of remitting the above Fee each month, the Approved Entity must also provide to GRV details of the Fee and all relevant information used by the Approved Entity to calculate the Fee, in accordance with GRV's template spreadsheet document, via email as follows: To: racefieldsadmin@grv.org.au

GRV will provide the Approved Entity with a tax invoice within 5 business days of receipt of the Fee unless a recipient created tax invoice is provided by the Approved Entity with payment.

4. Definitions

In these Conditions:

- (a) **“Approved WSP”** means a Victorian Licensed WSP, or a wagering service provider who holds an approval under section 2.5.19D of the Act.
- (b) **“Bets Back”** means the total of all amounts paid or contracted to be paid by the Approved Entity to another Approved WSP for Betting Transactions during the relevant month provided that:
 - a. a Bet Back may only be subtracted from Bets Taken for the purposes of calculating Total Turnover where:
 - i. such Bet Back is genuinely placed by the Approved Entity for the purpose of reducing its risk on the layer's side of a Betting Transaction relating to a contingency on a GRV greyhound race;
 - ii. such Bet Back is in relation to the same contingency that the Approved Entity has already accepted on the layer's side of the Betting Transaction as a Bet Taken;
 - b. for the avoidance of doubt, a Bet Back on a particular contingency cannot exceed the corresponding amount of the Bet Taken on that contingency.
- (c) **“Betting Exchange”** means a facility, electronic or otherwise, that provides a mechanism through which:
 - a. offers to enter into betting contracts are regularly made and accepted; or
 - b. offers or invitations to enter into betting contracts are regularly made that are intended to result, or may reasonably be expected to result, directly or indirectly, in the acceptance of the offer or invitations;but does not include a facility that provides a mechanism through which a betting contract is able to be made with a bookmaker or a totalisator.
- (d) **“Betting Exchange Bets”** means a Betting Transaction conducted through a Betting Exchange.
- (e) **“Bets Taken”** means the total of all amounts paid or contracted to be paid to the Approved Entity for Betting Transactions during the relevant month provided that:
 - a. where a Betting Transaction involves two or more events, and at least one of those events is not a GRV greyhound race (which for example may include, without limitation, interstate greyhound races, thoroughbred or harness races in or outside Victoria, or other racing, sporting or other contingencies offered by the Approved Entity, whether such contingencies occur in or outside Australia), the

amount to be included in respect of the bets taken on that Betting Transaction for the purpose of these Conditions shall be calculated by dividing the total amount of the bet by the total number of events the bet involves multiplied by the number of GRV greyhound races the bet involves;

For example:

- 1. if a 'doubles bet' requires the selection of the winner of a GRV greyhound race and the winner of a thoroughbred race, then ½ of the amount of the wager on the "backers" side of the wagering transaction would be included as Bets Taken even if the thoroughbred race was held first and irrespective of the outcome of the thoroughbred race;*
 - 2. if a 'doubles bet' requires the selection of the winner of two GRV greyhound races, then the whole amount of the wager on the 'backers' side of the wagering transaction would be included as Bets Taken;*
 - 3. if a bet was placed on the combined outcome of a GRV greyhound race, an AFL match and a harness race, then ⅓ of the amount of the wager on the 'backers' side of the wagering transaction would be included as Bets Taken; and*
 - 4. by contrast, if a bet was placed on the outcome of a GRV greyhound race and the 'layer' directed that any winnings on that bet be applied in a wager on another event (e.g. an 'All-up' bet) so that each was a separate wagering transaction, then the entire amount of the wager on the 'backers' side of the first wagering transaction would be included as Bets Taken and the second transaction would be assessed as an independent wagering transaction.*
- b. for the avoidance of doubt, Bets Taken includes amounts paid or contracted to be paid to the Approved Entity whether or not:
- i. paid or contracted to be paid by other Approved WSPs; and
 - ii. regardless of whether or not those amounts are ultimately received by the Approved Entity;
- c. Bets Taken includes any Free Bets;
- d. for the avoidance of doubt, deductions cannot be made from Bets Taken to account for any amounts the Approved Entity receives or pays in connection with, or by way of economic equivalence to, commissions or rebates in relation to those Bets Taken;
- e. the following amounts are excluded from Bets Taken:
- i. jackpots transferred from other pools;
 - ii. the amount of any Seeding by the Approved Entity; and
 - iii. amounts refunded to Customers in respect of any cancelled events or voided bets;
- f. Bets Taken may be adjusted to reflect any adjustment to the face value of a Betting Transaction to correct any operator or system errors.

- (f) **“Betting Transaction”** means:
- (i) other than in relation to betting transactions conducted through a Betting Exchange, a contract between an Approved Entity and a Customer, by which a bet or wager is placed with and accepted by the Approved Entity in relation to a GRV greyhound race (or a contingency related to a GRV greyhound race); or
 - (ii) in relation to betting transactions conducted through a Betting Exchange, a contract between a Customer of the Betting Exchange on the “backers” side and another person on the “lay side” (which may be the Approved Entity or another Customer of the Betting Exchange) by which a bet or wager is placed in relation to a GRV greyhound race (or a contingency related to a GRV greyhound race).
- (g) **“Customer”** means a person who enters a Betting Transaction with the Approved WSP.
- (h) **“Eligible Gross Revenue”** in a month means Total Turnover less all moneys paid or credited to customers by the Approved WSP in respect of winning bets under Betting Transactions for the relevant betting type.
- (i) **“Fee”** means the monthly fee payable by an Approved Entity in respect of an approval to publish, use or otherwise make available Race Fields.
- (j) **“Fixed Odds Bet”** means a Betting Transaction other than a Parimutuel Bet, a Tote Derivative Bet or a Betting Exchange Bet.
- (k) **“Free Bets”** means the amount of any Betting Transaction where the Customer does not make or agree to make a financial contribution at the time the Betting Transaction is made. For the avoidance of doubt, bad and doubtful debts arising from the non-payment of Betting Transactions by a Customer do not constitute Free Bets.
- (l) **“GRV greyhound race”** means a greyhound race in Victoria.
- (m) **“Maximum Fee”** means 2.60% of the Total Turnover of Fixed Odds Betting or Tote Derivative Betting.
- (n) **“Net Customer Winnings”** means, in relation to a Customer of a Betting Exchange, the net amount payable to the Customer from all Betting Transactions on a GRV greyhound race contracted by the Customer before any fees or charges are deducted by the Betting Exchange, provided that if, in relation to a particular GRV greyhound race, the “Net Customer Winnings” is a negative number, it will be deemed to be zero.
- (o) **“Non-parimutuel Betting”** means a Fixed Odds Bet or a Tote Derivative Bet.
- (p) **“Parimutuel Betting”** means bets which are placed in parimutuel pools with an Approved WSP licensed to conduct totalisator betting.
- (q) **“Publicly Displayed”** means to publish, display or otherwise communicate odds to the public generally, including, but not limited to, on a website or other internet enabled device that does not require a person to identify himself or herself (for example, by requiring a person to log in or to provide personal information).
- (r) **“Seeding”** means an amount allocated by the Approved Entity to a wagering pool for a specified bet type on a GRV greyhound race during the relevant month which does not have any associated Betting Transactions and does not relate to a jackpot.

- (s) **“Threshold Amount”** means \$250,000 per month (which equates to \$3 million per annum).
- (t) **“Total Turnover”** means:
- (i) where the Approved WSP operates a Betting Exchange, the aggregate of the Net Customer Winnings in the relevant month; and
 - (ii) for all other Approved WSPs, the total of Bets Taken less Bets Back in the relevant month.
- (u) **“Tote Derivative Bet”** means a Betting Transaction in respect of which the odds provided or quoted by the Approved WSP are derived from or calculated or expressed to be by reference to Totalisator Odds.
- (v) **“Victorian Licensed WSP”** means the persons referred to in sections 2.5.19B(2)(a), (b) and (c) of the Act.

5. Minimum Betting Limit Conditions

5.1 Subject to clause 5.3 of these Conditions, the Approved WSP is required to accept a fixed odds bet at odds which are Publicly Displayed by the Approved WSP for any Victorian greyhound race to the maximum amount specified as follows:

Race Type	Bet Type (Win and/or Place)
Group 1 Victorian Greyhound Race Meetings (Final Field) <ul style="list-style-type: none"> • Please refer to the GRV Racing Calendar available at grv.org.au for up-to-date details of Victorian Group 1 race meetings. • All Group 1 race take place at The Meadows and Sandown Park except for the Sale Cup (Boxing Day). 	\$2000 (*Place component \$1000) (Note: total aggregated risk is \$2000)
Metropolitan Victorian Greyhound Race Meetings <ul style="list-style-type: none"> • Primarily: <ul style="list-style-type: none"> ○ Sandown Park – Thursday ○ The Meadows – Saturday 	\$1000 (*Place component \$500) (Note: total aggregated risk is \$1000)
Non-metropolitan Victorian Greyhound Race Meetings	\$500 (*Place component \$250) (Note: total aggregated risk is \$500)

5.2 Compliance by an Approved WSP

- 5.2.1 The Approved WSP must not do any act or refuse to do any act to avoid complying with the clause 5.1, including but not limited to:
- (a) refusing to accept a fixed odds bet;
 - (b) closing a person's account;
 - (c) refusing to open a person's account;
 - (d) placing any restrictions on a person's account in relation to Victorian greyhound racing product;
 - (e) refusing to lay a fixed odds bet to any person when those fixed odds are Publicly Displayed;
 - (f) laying lesser odds to a person than those Publicly Displayed; or
 - (g) any other act or refusal to do an act in order to avoid these provisions.

5.3 Exclusions

- 5.3.1 The approved WSP will not be required to comply with its obligations under clause 5.1 or 5.2.1 if at the time of the Betting Transaction in relation to a relevant fixed odds bet:
- (a) the approved WSP's aggregate Total Turnover on Victorian greyhound races for the prior 12 months is less than \$3 million;
 - (b) the Customer is not domiciled in Australia;
 - (c) the bet is a Betting Transaction on a Betting Exchange;
 - (d) the Customer has not provided the Approved WSP with sufficient funds to pay for the bet;
 - (e) the bet is placed:
 - i) in the case of Victorian greyhound racing meetings where the first race has an Advertised Start Time prior to 11AM, more than one hour prior to the scheduled start time of the opening race of the meeting/race program or after the scheduled start time of the race; and
 - ii) in all other cases, more than two hours prior to the scheduled start time of the opening race of the meeting/race program or after the scheduled start time of the race.
 - (f) the bet forms part of a multi bet;
 - (g) the bet is a retail betting transaction;
 - (h) the Approved WSP reasonably suspects the Customer placing the bet is not the beneficial owner of the bet or the account is being used in violation of the WSP's account terms and conditions, where the suspicion can be reasonably validated by the WSP through the provision of public records, IP address tracking, unique device tracking, or some other verifiable process or source to GRV (if requested);
 - (i) the Customer account has not been verified through the required account identification and Know Your Customer processes (either automated or manually);

- (j) the Approved WSP reasonably suspects that acceptance of the bet would be in violation of their obligations under The Anti-Money Laundering and Counter-Terrorism Finance Act 2006 and any responsible gambling regulatory requirements;
- (k) the Approved WSP has previously closed an account held by the Customer's because:
 - i) the Customer engaged in activity which breached a material condition of the agreement with the WSP, unless the dominant purpose of such condition was to allow the WSP to avoid complying with the MBL conditions;
 - ii) there were other reasons that in the WSP's assessment, acting reasonably, raised material integrity concerns; or
 - iii) the customer had self-excluded or the account was closed for responsible gambling reasons.
- (l) the Customer has been warned off or disqualified, engaged in fraudulent activity or there are other reasons that in GRV's assessment, acting reasonably, raises material integrity concerns;
- (m) there has been an official price fluctuation or the WSP's own price fluctuation has legitimately changed, except:
 - iii) where a customer has attempted to place a bet at the Publicly Displayed price and that bet has been intercepted; or
 - iv) where a customer is offered a personalised price that is different to the Publicly Displayed price (excluding promotional offers);

(in which case the Minimum Bet Limit would apply to the pre-intercept price or the personalised price);
- (n) the approved WSP has already accepted a fixed odds bet(s) up to the relevant limit specified in clause 5.1 on that greyhound from that eligible Customer;
- (o) the approved WSP is a parent holding company with more than one customer-facing brand and has already accepted a fixed odds bet(s) up to the relevant limit specified in clause 5.1 on that greyhound from that eligible Customer under any one or more of the customer facing brands;
- (p) the Customer placing the bet is, or is associated with, an employee of a licensed Australian WSP and there is a reasonably held belief by the Approved WSP that the bet is based on betting information (including but not limited to betting trends and bets placed with that licensed Australian WSP) that is not publicly available;
- (q) the bet being placed is by or on behalf of another licensed Australian WSP where there is a reasonably held belief by the Approved WSP that the bet is based on betting information (including but not limited to betting trends and bets placed with that licensed Australian WSP) that is not publicly available and, further that the bet is not a Back Bet;
- (r) the Customer has been restricted to betting via a specified platform (e.g. telephone) arising from reasonably held concerns by the WSP as to robotic or systematic use via other platforms/channels;
- (s) the bet is contrary to the Australasian Greyhound Rules of Racing and/or the Greyhound Racing Victoria Local Rules and Betting Rules;
- (t) the situation where there are systematic multiple identical (or similar) bets from related/connected parties or from the same IP address;

- (u) where a Customer is betting from, or a bet is received from, a proxy server;
- (v) the bet was a promotional bet such as a bonus bet or free bet, where the Customer has not provided payment for the stake; or
- (w) GRV publishes other exclusions or changes to the Minimum Bet framework on its website which will be amended as required.

5.4 Complaints

- 5.4.1 In the first instance, Customers who believe that an Approved WSP has refused their bet or excluded them in contravention of these conditions should contact the WSP to ascertain the reason for the refusal or exclusion.
- 5.4.2 If the Customer (**Complainant**) remains unsatisfied with the reason provided by the WSP, and they do not fall within one of the exclusions listed in the conditions, then they may lodge a formal Complaint (**Complaint**) with GRV on the pro forma provided on GRV's website.
- 5.4.3 In its assessment of whether an Approved WSP has complied with the conditions or applied one or more of the exclusions provided in clause 5.3, GRV may request the Approved WSP provide documentary evidence to support the application of an exclusion.

5.5 Approved WSP to fully cooperate with GRV in investigating Complaints

- 5.5.1 The Approved WSP must provide GRV with all information that GRV requests for the purposes of its investigations and determination of a Complaint.
- 5.5.2 The Approved WSP agrees, subject only to compliance with laws relating to privacy or data protection, to use its best endeavours to comply promptly with a request received from GRV under clause 5.5.1.
- 5.5.3 GRV agrees to provide any relevant information provided to GRV by the Complainant to the Approved WSP against whom a Complaint has been made.
- 5.5.4 All request by GRV under clause 5.5.1 shall be kept strictly confidential and shall not be divulged by GRV to any third party (other than the Complainant) except:
 - (a) where required by law;
 - (b) where expressly permitted by these conditions;
 - (c) with the prior written consent of the Approved WSP and the Complainant; or
 - (d) where a Complainant has submitted one or more separate Complaints against other Approved WSPs which are consistent with the subject Complaint, GRV may provide non-specific information, subject to compliance with laws relating to privacy or data protection, to assist Approved WSPs to respond to the Complainant consistently.
- 5.5.5 GRV's obligations under clause 5.5.4 do not apply where the confidential information has been made public through no fault of GRV.

5.6 Determination by GRV of non-compliance

- 5.6.1 GRV will provide an Approved WSP against whom a Complaint has been made written notice giving the Approved WSP an opportunity to make written submissions to GRV in relation to the Complaint within 14 days.
- 5.6.2 The Approved WSP agrees GRV's determination to uphold any Complaint is final and binding on the Approved WSP.

5.7 Consequences of non-compliance

- 5.7.1 Where, in relation to a Complaint that has been upheld by GRV and GRV has determined that the Approved WSP has failed to comply with its obligations under this Clause 5, GRV may in its discretion:
- (a) notify the Approved WSP with regards to its Minimum Bet Limit obligations;
 - (b) reprimand the Approved WSP;
 - (c) issue a letter of rectification which may include a direction to the Approved WSP to rectify within a specified time any matter giving rise to the Complaint; and/or;
 - (d) order the Approved WSP to make financial compensation or restitution of a specified amount to the Complainant with respect to the Complaint that has been upheld by GRV.
- 5.7.2 The rights of GRV under clause 5.7.1 are in addition to, or without limitation to, the rights of GRV at law or under the Publication and Use Approval.
- 5.7.3 Where an Approved WSP receives a notice, declaration, suspension, revocation or order from GRV under clause 5.7.1, the Approved WSP will promptly take all necessary steps to address and comply with such notice, declaration, suspension, revocation or order as is required by GRV and will GRV advised of its progress.

5.8 GRV publishing times for fixed odds

- 5.8.1 Subject to 5.8.2, Approved WSPs offering fixed odds betting, are required to publish fixed odds for Victorian greyhound race fields no later than two hours prior to the first race of each applicable Victorian greyhound racing meeting.
- 5.8.2 In the case of Victorian greyhound racing meetings where the first race has an Advertised Start Time prior to 11AM, approved WSPs offering fixed odds betting, are required to publish fixed odds for these race fields no later than one hour prior to the first race.

6. Other Conditions

1. The Approved Entity must supply daily electronic data files to GRV in the format and by the methods as set out in the policy document entitled "*Guide for Wagering Service Providers supplying wagering data reports to Greyhound Racing Victoria*" (**Guide**) as amended by GRV from time to time.
2. The Approved Entity must pay GRV the monthly fee calculated in accordance with the letter by which GRV granted approval to the Approved Entity to publish and use Race

Fields for the period commencing 1 July 2022 and the above Conditions, subject to variations to which GRV has notified it that such approval is subject.

3. GRV will make available to the Approved Entity a template spreadsheet document to be used and completed by the Approved Entity for the purposes of sending GRV the information required via email. This spreadsheet can be obtained by emailing racefieldsadmin@grv.org.au
4. Each month, the Approved Entity must certify on the template that the information it provides to GRV is true and correct.
5. If the Approved Entity fails to pay any amount payable pursuant to these conditions, interest is payable on such outstanding amount, accrued daily, until the date such amount (and accrued interest) has been paid in full to GRV. The interest rate to be applied is the interest rate for the time being fixed under section 2 of the *Penalty Interest Rates Act* 1983 (Vic).
6. The Approved Entity must maintain full and accurate records and accounts in relation to all wagering, banking and financial records and accounts in order for GRV to review and verify the Approved Entity's compliance with these conditions.
7. The Approved Entity must provide GRV with full access to relevant records referred to as part of its information requirements at times and locations reasonably requested by GRV in writing, and GRV may take copies of all such accounts and records. The Approved Entity is not permitted to impose any conditions on the disclosure or use by GRV of any such accounts, records and information.
8. GRV may appoint, at GRV's cost and on notice which GRV considers reasonable, an independent auditor at any time to review the Approved Entity's wagering records and financial information relating to greyhound racing in Victoria, and any other information relating to the Approved Entity's compliance with these conditions, on written notice to the Approved Entity. The Approved Entity must provide the auditor with access to:
 - (a) all relevant accounts, records, statements and documents within its power, possession or control;
 - (b) the Approved Entity's premises; and
 - (c) the Approved Entity's staff who are able to provide the relevant information and answer any queries the auditors may have,as may be required by the auditor for the purposes of conducting an audit, and the auditor may take such copies and records of all such information it accesses.
9. If an audit conducted and reveals any discrepancy in the amounts payable by the Approved Entity to GRV and the amounts actually paid by the Approved Entity (**'Discrepancy Amount'**):
 - (a) if the Approved Entity is the benefiting party, the Approved Entity must pay to GRV the Discrepancy Amount within 10 days of receiving written notice from GRV to pay the Discrepancy Amount; or
 - (b) if GRV is the benefiting party, GRV will provide the approved Entity with a credit for the Discrepancy Amount which may be subtracted from any future payments required to be made by the Approved Entity to GRV; and

10. The Approved Entity must not:
 - (a) place a betting transaction on a GRV Greyhound Race with a non-Approved Entity;
 - (b) accept a betting transaction on a GRV Greyhound Race that is placed by a non-Approved Entity;
 - (c) enter into any other agreement, arrangement, understanding, promise or undertaking in relation to, or in connection with, the carrying on of their business as a wagering service provider with any person who is a non-Approved Entity.
11. The Approved Entity must not on-sell or permit any other person (including any related company of the Approved Entity) to publish or use, or in any way access, any part of the Race Fields information.
12. An Approved Entity must immediately notify GRV in writing if any one or more of the following occur:
 - (a) there is a change in control of the Approved Entity (where control has the meaning set out in section 50AA of the *Corporations Act 2001* (Cth));
 - (b) the Approved Entity is subject to any form of bankruptcy or insolvency event, including (without limitation) if a trustee in bankruptcy, voluntary or involuntary administrator, liquidator or receiver is appointed or any similar official is appointed to, or takes possession or control of, all or any of the Approved Entity's assets or undertaking or any step is taken to effect any of the foregoing;
 - (c) a criminal prosecution is commenced or disciplinary action is taken under any laws or rules of racing or betting, or a formal investigation or inquiry is made, against the Approved Entity, its employees or any person able to control the Approved Entity;
 - (d) the Approved Entity's wagering licence, permit, approval or authority (whether in Victoria or otherwise) is varied, cancelled or expires;
 - (e) the Approved Entity is aware of wagering activities which may be in breach of any laws or rules of racing or betting (or the Approved Entity is aware of facts which would otherwise cause a reasonable person in the position of the Approved Entity to be suspicious of those wagering activities);
 - (f) any information or facts set out in the Approved Entity's original application to use and publish Race Fields has changed; or
 - (g) the Approved Entity breaches any of these conditions.
13. The Approved Entity must:
 - (a) not take any action or make any statement which may adversely impact upon the reputation of GRV or the integrity of greyhound racing in Victoria;
 - (b) co-operate with any inquiry or investigation conducted by GRV or its nominee relating to the integrity of greyhound racing in Victoria, including by providing any information that is requested by GRV;

- (c) subject to applicable privacy laws, permit GRV or its nominee to monitor any wagering activities, transactions and accounts relating to greyhound races in Victoria on request by GRV (GRV will consult with the Approved Entity if it raises reasonable concerns about such monitoring) and
 - (d) implement appropriate procedures, systems and controls to identify suspect wagering transactions or any other conduct by its Customers which may adversely impact the integrity of greyhound racing in Victoria.
- 14. Nothing in these conditions or any prior approval is a representation by GRV that an Approved Entity will receive approval to use and publish Race Fields in the future.
- 15. The rights granted by GRV to the Approved Entity under the approval to use and publish Race Fields and these conditions must not be transferred, assigned or in any way sub-licensed by the Approved Entity to any other person (including a related company of the Approved Entity).
- 16. The granting of the approval to use and publish Race Fields and these conditions does not:
 - (a) confer on the Approved Entity any right, title or interest to any intellectual property rights in the Race Fields or any GRV greyhound racing data; or
 - (b) constitute an approval, licence or authorisation by GRV for the Approved Entity to use or publish GRV greyhound race form or any other information relating to greyhound racing in Victoria (other than Race Fields).
- 17. The approval granted to the Approved Entity to use and publish Race Fields, and these conditions, do not require GRV to supply or procure the supply of the Race Field information to the Approved Entity. Except to the extent GRV may do so directly in a data supply agreement with the Approved Entity, GRV does not make any representations, or provide any warranties under the approval or these conditions as to the accuracy of any Race Field information used by the Approved Entity or that the Race Field information is free of any errors.
- 18. GRV may cancel the Approved Entity's approval to use and publish Race Fields at any time on written notice to the Approved Entity without any liability whatsoever.
- 19. GRV may vary this document, or impose further conditions at any time on written notice to an Approved Entity and, in doing so, may take account of the individual circumstances of an Approved Entity. The variation of these conditions at any time does not prejudice any rights which have accrued in favour of GRV prior to such variation.
- 20. A single or partial exercise or waiver by GRV of a right relating to these conditions does not prevent any other exercise of that right or the exercise of any other right. GRV is not liable for any loss, cost or expense of the Approved Entity (or any other person) caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right. A right in favour of GRV relating to these conditions may only be waived in writing signed by GRV.
- 21. This document is governed by and is to be construed in accordance with the laws applicable in Victoria.
- 22. Unless specified elsewhere in these conditions, any communications or notices required to be given in relation to the Approved Entity's approval to use and publish Race Fields or in relation to these conditions must be either:

- sent by pre-paid ordinary mail or email marked attention to:

General Manager Commercial Development
Greyhound Racing Victoria
46-50 Chetwynd Street
West Melbourne, Victoria, 3003
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