

## Terms and Conditions

### 1. GENERAL

- Off The Track Tasmania ('OTT Tasmania') is an initiative of Tasracing Pty Ltd (ACN 137 188 286), 6 Goodwood Road, Glenorchy in Tasmania ('Tasracing'). Tasracing operates and authorises all OTT Tasmania programs, including this OTT Tasmania Initial Assessment Program ('Program') that you are participating in.
- These terms and conditions govern the participation of you as an eligible participant in the Program. By signing this document, you accept these terms and conditions in full.

### 2. INTERPRETATION

- **"Approved Coaches"** means a coach approved by Tasracing who will conduct your subsidised initial assessment.
- **"Eligible Horse"** means a Standardbred or Thoroughbred horse approved by Tasracing, which had raced in and is domiciled in Tasmania, and:
  1. has retired from racing or breeding within the last twelve (12) months; or
  2. was bred to race but was ultimately not suitable, resulting in being retired.

*Tasracing will assess whether any horses retired from the racing industry for longer than twelve (12) months will be considered an 'Eligible Horse' on a case-by-case basis, at Tasracing's sole discretion.*

- **"Eligible Participant"** means a participant in the Program approved by Tasracing, subject to these terms and conditions.
- **"you"** and **"your"** means you participating in this Program as an Eligible Participant.

### 3. PROGRAM PURPOSE

- The Program enables Eligible Participants to obtain subsidised initial assessment conducted by one of Tasracing's Approved Coaches. The purpose of the Program is to ensure that Eligible Participants can find out general information about the horse before they purchase or embark on further training with the horse. Lessons can cover a variety of areas, including horse identification, known racing history and retirement status based on information from the National Databases for Thoroughbred and Standardbred racing horses, general equine care, advice regarding horses transitioning out of the racing industry, horse inspections and vet recommendations. It may also include advice around suitability of the horse and rider match.

### 4. PROGRAM PROCEDURE

- Participation in the Program will require completion of the application form for Subsidised Initial Assessment on the OTT Tasmania website and the accompanying instructions must be followed.

- Tasracing will assess completed application forms after they have been correctly submitted. Tasracing will assess and decide all applications with fourteen (14) working days, and all decisions are made at Tasracing's sole discretion.
- Tasracing may determine and change the application process to participate in this Program at any stage at its sole discretion.

These terms and conditions are deemed to be accepted, on lodging of the application.

- Once Tasracing has approved the application, they will issue an Assessment Voucher, in a manner and form decided by Tasracing. This voucher will entitle Eligible Participant to a one-off horse assessment with one of Tasracing's Approved Coaches. The assessment can be up to a maximum of one (1) hour in duration, with the content at the coach's discretion.
- Vouchers for assessment must be used between the date of issue and date of expiry noted on the voucher.
- Eligible Participants can only use vouchers issued in their name regarding an Eligible Horse and cannot be exchanged with other participants in the Program.
- Once you have received your assessment voucher, you are responsible for contacting the Approved Coach who will be conducting the assessment to confirm a location and time for the assessment. The assessment can be held at the Approved Coach's property, or other as agreed to by the Coach, and not at any venue operated by Tasracing. Alternatively, assessment can be conducted via online meeting platforms, if deemed appropriate by the Coach.
- If lessons will be conducted at the Approved Coach's property, you are responsible for transporting the Eligible Horse to and from the location.
- Approved Coaches may suspend any assessment if it is deemed unsafe to continue. An assessment that is suspended, will be deemed as finalised.

## 5. MINORS

- To participate in this Program, applicants must be eighteen (18) years of age.

## 6. YOUR OBLIGATIONS

- To ensure the health and safety of Eligible Participants, and any Approved Coach, prior to any assessment Approved Coaches must be notified of any physical disabilities that an Eligible Participant has, so that the Approved Coach can assess risk and limitations before the Eligible Horse is handled.
- You must disclose to an Approved Coach, prior to undertaking any horse assessment, whether an Eligible Participant is taking any medication which may physically or mentally alter motor functioning or physical capabilities.
- You must disclose to an Approved Coach, prior to undertaking any horse assessment, whether the Eligible Horse has an injury or illness, or is taking any medication.
- Eligible Participants must wear a helmet at all times whilst riding an Eligible Horse and any appropriate safety attire recommended by the Approved Coach.
- Eligible Participants must behave safely and responsibly during the assessment and not engage in behaviour such as running, yelling and screaming, as this may frighten the horse and place their safety, or the safety of others, at risk.

## 7. DISCLAIMER

- Tasracing makes no warranty, guarantee or claim regarding the skills or training that Eligible Participants may receive from the assessment provided by an Approved Coach.
- Tasracing does not accept any responsibility for any loss, damage or injury, whether direct or indirect, arising from your participation in this Program.
- You participate in this Program entirely at your own risk. You acknowledge that any activity involving horses, due to their nature and size, is inherently hazardous and dangerous and may result in injury, loss, damage or death to yourself or others located in the area of the lessons.
- You acknowledge that any sudden movement, noise or other activity may result in an Eligible Horse becoming frightened and acting in an unpredictable way. If a Minor is an Eligible Participant in this Program, their parent or legal guardian must bring this to their attention and explain this to them.
- You acknowledge the dangers associated with the consumption of alcohol or any mind-altering drugs before and during any horse-related activities and you take full responsibility for any injury, loss or damage associated with their consumption. Eligible Participants must not drink alcohol or take any non-prescribed drugs prohibited by law before or during participation in the Program.
- You acknowledge that any venue where an Eligible Participant attends to undertake horse assessment, or any facilities that Eligible Participants use in the course of doing so, is entirely at their own risk and you accept this risk.

#### 8. INDEMNITY AND RELEASE

- Tasracing will not be liable for and accepts no liability for any actions, claims, costs or liability in relation to the coaching lessons provided by an Approved Coach under this Program. You expressly release Tasracing from any and all claims, demands, actions or otherwise of any nature or kind.
- You indemnify and keep indemnified Tasracing against any and all loss, claims, costs, liability, charges, expenses penalties, demands or damages whatsoever which may be brought or made against Tasracing arising in relation to the assessment provided by an Approved Coach under the Program.

#### 9. ROLE AND POWER OF TASRACING

- Tasracing only has the responsibility to ensure that the administrative aspect to the Program is operating correctly, including assessment application forms, providing assessment vouchers, and engaging Approved Coaches to provide assessments to Eligible Participants in the Program.
- Tasracing is not involved with organising dates and times for Eligible Participants regarding any assessments.
- Tasracing may, in its sole discretion, cancel this Program, or cancel your participation in the Program for any reason or at any time, including voiding any assessment vouchers that have been provided. Tasracing will not be responsible for any loss, cost, damage or liability that may arise as a result.

#### 10. BREACH OF TERMS AND CONDITIONS

- Without prejudice to Tasracing's other rights under these terms and conditions, if you breach these terms and conditions in any way, Tasracing may take such action as it

deems appropriate to deal with the breach, including, but not limited to, suspending or deleting your participation in the Program.

#### 11. VARIATION

- Tasracing reserves the right to make changes to these terms and conditions from time to time and at its sole discretion. Revised terms and conditions will govern your participation in the Program, and you will be notified about where to obtain a copy of these. By continuing to participate in the Program, you accept the revised terms and conditions in full. You must not continue participating in the Program if you do not accept the revised terms and conditions.

#### 12. SEVERABILITY

- If any of these terms and conditions (or part thereof) are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision (or part thereof) will to that extent be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.

#### 13. JURISDICTION

- These terms and conditions will be governed by and construed in accordance with the laws in the State of Tasmania, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Tasmania.