



HARNESS RACING VICTORIA

HARNESS RACING VICTORIA

RACEFIELDS CONDITIONS OF APPROVAL
pursuant to s.4.2.3C Gambling Regulation Act 2003 (the Act)

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|  <p>HARNESS RACING VICTORIA</p> | <h1>Racefields Conditions of Approval</h1> | <p>LRC-AC-003 (20 SEP 2022)</p> |
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Harness Racing Victoria Racefields Conditions of approval pursuant to s.4.2.3C Gambling Regulation Act 2003 (the Act)

Conditions of Approval

Harness Racing Victoria (**HRV**) grants the WSP publication and use approval (**the approval**) in relation to Victorian harness race fields pursuant to s.4.2.3C of the Act on the conditions set out below.

These conditions of the approval consist of three parts, Part A (General Conditions), Part B (Fee Payable to HRV) and Part C (Guide to the provision of information), which shall be read and construed together.

Definitions

“AT” means the total amount of betting wagers by customers with the WSP on Victorian harness races during the relevant period, less any amount so wagered that is refunded due to the scratching of a selection or the cancellation of a race during the relevant period.

For the purpose of the calculation of AT:

- a) in relation to all WSPs, only that proportion of the amount of a multi jurisdiction bet or multi leg bet that is equal to the number of contingencies that are on a Victorian harness race as a proportion of the total number of contingencies comprised in such bet shall be included in AT;
- b) in relation to TABs
 - i. the amount of the pool consisting of a jackpot brought forward from a previous pool, and
 - ii. the amount of the pool seeded by the TAB, or contributed by the TAB to bring the pool to a guaranteed minimum amount, or contributed by the TAB by way of subsidy so as to achieve the minimum dividend,
 shall not be included in AT.

“Appropriate Technical and Procedural Measures” in relation to the provision of information under these conditions or a Data Sharing Agreement are measures that are reasonably required to manage the risk of:

- (a) breaches of confidentiality;
 - (b) breaches of Privacy Laws; or
 - (c) an excessive administrative burden,
- with respect to the provision of the information as contemplated.

“betting exchange” has the same meaning as in s.1.3 of the Act.

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“betting wagers” means any betting or wagering transaction placed by customers with the WSP, including customers who are a corporate bookmaker, holder of an on-course bookmakers licence or a TAB.

“customer” means:

- a) in relation to all betting or wagering transactions other than where paragraph b) below applies, any individual, partnership, corporation or other entity which places a betting or wagering transaction with the WSP; and
- b) in relation to betting exchange transactions, any individual, partnership, corporation or other entity which places a matched bet with the WSP.

“corporate bookmaker” means:

- a) the holder of a sports bookmakers licence issued under the Racing and Betting Act (NT); or
- b) a bookmaker licensed in a jurisdiction other than Victoria who is not the holder of an on-course bookmaker’s licence.

“Data Sharing Agreement” means an agreement under which a WSP agrees to provide data or other information about Customers and betting wagers to a Sports Integrity Entity.

“Entity” means any body corporate, joint venture (whether incorporated or unincorporated), partnership, trust or individual.

“Gambling Regulator” means person or body in Victoria or another Australian jurisdiction that is responsible for the licensing, supervision or regulation of gambling activities and includes, but is not limited to, the Victorian Commission for Gambling and Liquor Regulation, the Australian Communications and Media Authority and the Office of the Racing Integrity Commissioner.

“HRV Authorised Officers” means the persons notified by HRV to the WSP in writing as the appointed persons as a HRV Authorised Officer.

“Law Enforcement Agency” means a person or body in Victoria or another Australian jurisdiction that is responsible for, or engages in, law enforcement generally and includes, but is not limited to, Victoria Police and the Australian Federal Police.

“Licence Conditions” means the conditions set out in (or incorporated by operation of any law into) the licence granted to the WSP by its statutory regulator, and any further directions approvals, conditions or requirements lawfully made or imposed from time to time by the statutory regulator in respect of the operation of the WS under the licence.

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"Licensed Person" means:

- (a) drivers;
- (b) trainers;
- (c) stable hands;
- (d) persons who carry on the business or vocation of or act as a bookmaker or turf commission agent; who have been granted licences, permits, approvals or registration by HRV or a Victorian Harness race club to conduct their respective occupations or functions in accordance with the Australian Rules of Harness Racing in the Victorian harness racing industry, and
- (e) officials in connection with the conduct of a Victorian Harness Race or Race Meeting, including Stewards, investigators, betting supervisors, veterinary surgeons, handicappers, judges, starters, clerks of the course, , barrier attendants and employees, servants and agents of a Victorian Harness race club or HRV.

"matched bets" means matched bets placed by customers with the WSP, including customers who are a corporate bookmaker, holder of an on-course bookmakers licence or a TAB.

"net customer winnings" means the total of betting winnings less betting losses (if any) from the matched bets of each customer of the betting exchange on Victorian harness races during the relevant period, less any amount of matched bets that is refunded due to the scratching of a selection or the cancellation of a race during the relevant period.

"non pari-mutuel betting wagers" means:

- a) betting wagers placed by a customer with a TAB, corporate bookmaker or the holder of an on-course bookmakers licence (but does not include betting wagers placed by a customer with the operator of betting exchange conducting betting exchange transactions) that are not totalisator transactions, being either:
 - i. where the odds of the bet are fixed at the time of the transaction (**fixed odds bet**); or
 - ii. at or derived from "tote odds" where the odds of the bet are determined by reference to the dividend subsequently declared by one or more totalisator (**derivative bet**).

"on-course bookmaker's licence" means an on-course bookmaker licence issued under any Act that entitles the holder to take bets on-course during a race meeting, other than under Part 5A of Chapter 4 of the Act.

"pari-mutuel betting wagers" means:

betting wagers placed by a customer with a TAB that are totalisator transactions (but for the avoidance of doubt does not include betting wagers placed by a customer with a TAB that are not totalisator transactions); and which is deemed in writing by HRV to be a totalisator transaction.

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"Privacy Laws" means all laws relating to the collection, storage and use of personal information.

"Publication Use and Approval" means the approval granted to the WSP under section 4.2.3C of *Gambling Regulation Act 2003* (Vic).

"Race Meeting" means a meeting of Victorian Harness Races.

"Related Body Corporate" has the meaning ascribed to it by s.9 of the Corporations Act 2001.

"Relevant Law" means any law (including statutes, regulations, ordinances and by-laws):

- a) relating to or in connection with:
 - i. wagering; or
 - ii. the activities or undertakings of operating a wagering business (including laws pertaining to the privacy of Customers); or
 - iii. the carrying on of a business of the type conducted by the WSP or any Related Body Corporate of the WSP; or
- b) a breach of which would constitute a criminal offence,

made in any Australian jurisdiction and including, without limitation, the *Racing Act 1958* (Vic), the *Gambling Regulation Act 2003* (Vic), the *Interactive Gambling Act 2001* (Cth), the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and the *Crimes Act 1958* (Vic).

"relevant period" means the calendar month in respect of which a fee is payable to HRV by the WSP.

"required information" means the information to be completed by the WSP substantially in the format specified, or template document provided, by HRV that includes:

required monthly information

- a) in the case of pari-mutuel betting wagers, non pari-mutuel betting wagers and betting exchange transactions - details of AT (also referred to as gross turnover) or net customer winnings (as the case may be); and
- b) in the case of non pari-mutuel betting wagers - details of the amount of:
 - i. net turnover (that is, AT less amount paid or payable to customers in respect of winning betting wagers)
 - ii. fixed odds bets; and
 - iii. derivative bets; and
 - iv. respective yield percentages for fixed odds bets and derivative bets (that

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is, net turnover as a proportion of AT or gross turnover).

required daily information

c) daily supply of data – refer to Part C

“Sports Integrity Entity” means an Entity established by HRV, or with which HRV has entered into binding arrangements, to monitor betting wagers to ensure the integrity of Victorian Harness Races, which Entity has in place Appropriate Technical and Procedural Measures.

“Stewards” means persons appointed by HRV to perform the duties and functions of stewards under the Australian Harness Racing Rules and includes deputy stewards appointed by HRV.

“TAB” means Tab Limited (ACN 081 765 308), UBET, Tabcorp ACT Pty Ltd (ACN 167 957 002), Racing and Wagering Western Australia (ABN 21 347 055 603) and Tabcorp Wagering (Vic) Pty Ltd (ACN 134 587 107).

“totalisator” has the same meaning as in s.1.3 of the Act.

“UBET” means UBET QLD Limited (ABN 84 085 691 738) and its wholly owned subsidiaries UBET NT Pty Ltd (ACN 092 655 831), UBET SA Pty Ltd (ACN 097 719 107) and UBET TAS Pty Ltd (ABN 62 095 972 106).

“Victorian Harness Race” means a standardbred harness horse race:

- (a) scheduled to be held; or
- (b) held
- (c) in the State of Victoria under the Australian Rules of Harness Racing.

“WSP Authorised Officers” means the persons notified by the WSP to HRV in writing as the appointed persons as a WSP Authorised Officer.

Expressions used in these conditions which are defined in the GST Law have the same meaning given to them by GST Law, and “GST Law” means the A New Tax System (Goods and Services Tax) Act 1999.

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Part A

General Conditions

1. The approval takes effect on 1 October 2023 and remains in force unless revoked or surrendered earlier in accordance with these conditions. The WSP agrees to comply with these Racefields Conditions of Approval as amended by HRV from time to time in accordance with General Condition 6. The conditions of this document are legally binding when this document is signed by the WSP.
2. The scope of the approval permits the WSP to publish, use or otherwise make available Victorian harness race fields in conjunction with the approved bet types.

For the purpose of these conditions “approved bet types” means:

- a) in the case of a corporate bookmaker, the holder of an on-course bookmakers licence or a TAB (as defined in Part B),
 - i) where the bet type is equivalent to a bet type approved by HRV pursuant to HRV’s Victorian Local Rules (**the Rules**), such bet types as are approved from time to time by both the WSP’s regulator and by HRV under the Rules; and
 - ii) where the bet type is not equivalent to a bet type approved by HRV pursuant to the Rules, such bet types as are approved from time to time by both the WSP’s regulator and by HRV in writing in relation to each such bet type;
 - b) in the case of a betting exchange (as defined in Part B), such bet types as are set out from time to time in writing by HRV to be a betting exchange. between HRV and the operator of the betting exchange as having been approved by both the regulator of the betting exchange and by HRV.
3. The WSP agrees to notify HRV if it proposes to conduct fixed odds betting on a Victorian harness race, so that if necessary HRV stewards may advise the WSP if deductions are required to be made in respect of any late scratching.
 4. Subject to payment of applicable fees (as set out in Part B), HRV hereby grants a non- exclusive licence to the WSP for the relevant period (as defined in Part B) to reproduce solely for its own business use any copyright subsisting in Victorian harness race fields.
 5. The approval may be revoked by HRV by notice in writing to the WSP effective immediately:
 - a) if in the opinion of HRV the actions of the WSP are materially detrimental to Victorian harness racing;
 - b) if the WSP:
 - i) is in breach of any of these conditions and fails to remedy such breach within

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7 days of receipt of a notice to do so from HRV; or

- ii) is given notice by HRV in accordance with sub-paragraph b) i) on two or more occasions in any three consecutive relevant periods, or on four or more occasions in any six consecutive relevant periods, that the WSP is in breach of any of these conditions, irrespective of whether such breaches are remedied by the WSP;
 - c) if the WSP breaches its gambling licence or its gambling licence is cancelled by its regulator;
 - d) if the WSP fails to comply in any way with the relevant law applicable to betting or wagering; or
 - e) in accordance with s.4.2.3C (7) (b) of the Act.
- 6. HRV may, in its sole discretion, from time to time on 14 days notice in writing to the WSP:
 - a) modify these conditions; or
 - b) vary these conditions in accordance with s.4.2.3C (7) (a) of the Act.

In such a case the WSP may surrender this approval without further obligation other than those which had accrued at the time of surrender.
- 7. The WSP must ensure that persons who are warned off, disqualified or excluded from race courses from time to time under the Australian Rules of Harness Racing do not enter into any betting transactions with the WSP in respect of any Victorian harness race during the period of any such warning-off, disqualification or exclusion.
- 8. Any provision in these conditions which is either wholly or partially invalid or unenforceable shall be severed to the extent necessary so that the remainder of the relevant provision is valid or enforceable.
- 9. Reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for, substantially in the form of, which has a similar effect to, or replaces, that statute, or incorporating any of its provisions to the extent that they are incorporated.

Detection and Prevention of Misconduct

- 10. The WSP agrees to promptly notify HRV if it observes or becomes aware of any suspicious betting activity or transactions in relation to Victorian harness racing.
- 11. The WSP will:
 - a) take reasonable steps to prevent the use of its wagering services to enable a breach of the Australian Rules of Harness Racing;
 - b) promptly notify the Stewards of any suspicious betting wagers of which it is aware prior to a

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Victorian harness race being run and within 2 Business Days of any such notification provide the Stewards with details of the WSP's internal investigation with respect to the suspicious betting wagers;

- c) in addition to any notification pursuant to condition 11b), at any time that the WSP becomes aware of any suspicious betting wagers, notify the Stewards within 2 Business Days of the WSP becoming aware of any suspicious betting wagers and promptly provide the Stewards with details of the WSP's internal investigation with respect to the suspicious betting wagers; and
- d) when requested by HRV, inform HRV of and provide details in respect of any betting wagers on a particular Victorian Harness race conducted by a customer who is a Licensed Person, provided that HRV has first provided the WSP with the name of such Licensed Person.

Integrity Related Requests for Information

12. HRV may request the WSP to provide to HRV from time to time (and in the format requested by HRV):
- (a) records or documents in the possession or control of the WSP relating to betting wagers of Customers;
 - (b) the names, contact details, and similar identifying information in the possession or control of the WSP relating to Customers who have entered into betting wagers as requested by HRV; and
 - (c) without limiting 12a) and 12b) above, information in the possession or control of the WSP in relation to betting wagers of Customers with respect to races to be conducted at Victorian Harness race meetings from the time that the relevant betting wagers are entered into by the WSP on such races.

For the purposes of this condition 12, the meaning of 'in the possession or control of the WSP' includes any record or document to which the WSP has access to arising from, or in relation to, any merger with or acquisition of another Entity's customer database by the WSP.

13. Where HRV and the WSP agree that HRV has in place Appropriate Technical and Procedural Measures, HRV may request the WSP to provide information of a kind referred to in condition 15 on an ongoing basis. For the purposes of this condition 13, the Approved WSP will not unreasonably withhold its agreement and will co-operate with HRV in good faith for the purpose of developing and agreeing upon the Appropriate Technical and Procedural Measures.

14. Where HRV and the WSP agree that HRV has in place Appropriate Technical and Procedural

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Measures, HRV may request the WSP to provide access to information of a kind referred to in condition 15 in real time. For the purposes of this condition 14, the WSP will not unreasonably withhold its agreement and will co-operate with HRV in good faith for the purpose of developing and agreeing upon the Appropriate Technical and Procedural Measures.

15. The WSP agrees, subject only to compliance with Privacy Laws to comply promptly with a request received from HRV under these conditions and in any event by no later than the end of the second Business Day after the date on which a request is received from HRV.
16. WSP agrees that it will do all things necessary or desirable, including, for the avoidance of doubt, gaining consent from its customers or modifying or updating any relevant collection statement or privacy policy, to enable the WSP to supply the information required or contemplated by these conditions.
17. The WSP will, on request by HRV, enter into a Data Sharing Agreement with a Sports Integrity Entity.
18. A request made by HRV in accordance with this conditions must comply with the following procedures:
 - a) the request must be made by a HRV Authorised Officer to a WSP Authorised Officer and must set out the information required and state the purposes for which the information will be used; and
 - b) the request should be made in writing (including electronic communication); however, in circumstances where a written request is not practicable, a HRV Authorised Officer may make the request by telephone or in person to an Approved WSP Authorised Officer and, in those circumstances, the HRV Authorised Officer must provide to the WSP Authorised Officer written confirmation of the request prior to any information being disclosed.
19. All requests by HRV under these conditions shall be kept strictly confidential and shall not be divulged by HRV or the WSP to any third party except where required by law, where expressly permitted by these conditions; or with the written consent of the WSP or HRV (as the case may be). All information and/or documentation provided by the WSP in accordance with a request made by HRV shall be kept strictly confidential by HRV and shall be used and processed by HRV only in accordance with:
 - a) these conditions;
 - b) applicable laws; and
 - c) HRV's internal procedures for handling personal information.
20. HRV will only use the information disclosed by the WSP to HRV in accordance with these conditions

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for the following purposes:

- a) to verify the WSP's compliance with the Publication and Use Approval;
- b) the detection by HRV of breaches of and/or non-compliance with the Australian Harness Rules of Racing or a HRV Policy;
- c) the investigation by HRV of possible or suspected breaches of the Australian Harness Rules of Racing or possible non-compliance with a HRV Policy;
- d) the conduct of enquiries by HRV with relevant persons to gather evidence or information from them for assessment by HRV as to whether there may have been a breach of the Australian Harness Rules of Racing or non-compliance with a HRV Policy;
- e) the charging of persons with offences in relation to alleged breaches of the Australian Harness Rules of Racing;
- f) disciplinary action or proceedings instigated by HRV;
- g) the prosecution of persons charged with breaches of the Australian Harness Rules of Racing under the processes provided for in the Australian Harness Rules of Racing and the Racing Act 1958 (Vic), including the presentation of evidence before the Racing Appeals and Disciplinary Board, the Victorian Civil and Administrative Tribunal and any other body, tribunal or court of competent jurisdiction;
- h) the provision of information and/or assistance by HRV to a Law Enforcement Agency in relation to suspected corruption in the running of a Victorian Harness Race or Victorian Harness Races;
- i) the provision of information and/or assistance by HRV to a Law Enforcement Agency or a Gambling Regulator in relation to a breach or suspected breach of a Relevant Law, or for the purpose of maintaining the integrity of Victorian standardbred harness racing; and
- j) in any proceedings arising out of, or in connection with, the Publication and Use Approval or any other legal or dispute resolution proceedings involving HRV and the WSP.

21. Notwithstanding condition 19, or any other condition, HRV will be entitled to disclose information and documentation received from the WSP under these conditions:

- a) without limiting the other circumstances set out in these conditions where HRV is expressly permitted to disclose such information and documentation, where it is reasonable to do so for any of the purposes outlined in condition 20, provided that HRV informs the WSP of such disclosure as soon as practicable but in any case, not exceeding 3 Business Days from the date of disclosure;
- b) on a confidential basis, to a HRV auditor appointed to conduct an audit under these conditions;
- c) on a confidential basis, to a HRV adviser;

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- d) on a confidential basis, to a harness racing club for the purpose of that club commencing (or deciding whether to commence) disciplinary action or proceedings with respect to a club official or employee;
- e) to a Law Enforcement Agency or other government regulatory agency as required by law;
- f) to a Law Enforcement Agency and/or Gambling Regulator where HRV identifies a breach or suspected breach of a Relevant Law;
- g) a Law Enforcement Agency on a confidential basis, where that Law Enforcement Agency is conducting an investigation in relation to suspected corruption in the running of a Victorian Harness Race or Victorian Harness Races;
- h) to another Principal Racing Authority (PRA) on a confidential basis, where that PRA is conducting an investigation or inquiry in relation to suspected integrity breaches which may involve a Licensed Person and/or a Victorian Harness Race or Victorian Harness Races in addition to a race or races in that PRA's jurisdiction;
- i) to a Gambling Regulator where that body is conducting an investigation or inquiry in relation to suspected integrity breaches which may involve a Licensed Person and/or a Victorian Harness Race, or where that body is otherwise conducting a review in accordance with its statutory powers;
- j) to other bodies or persons, where:
 - i) such bodies or persons have signed a confidentiality agreement incorporating the provisions set out in condition 20;
 - ii) the WSP has been given no less than 3 Business Days' notice of HRV's intention to make the disclosure; and
 - iii) the WSP consents to the disclosure, which consent is not to be unreasonably withheld.
- k) to the public, where:
 - i) the information or documentation is in the public domain other than due to a breach of an obligation of confidence; or
 - ii) a person has been charged with or convicted of an offence that took place under the Australian Harness Rules of Racing and:
 - A. the information so disclosed is relevant to the charge or conviction;
 - B. the WSP has been given notice of HRV's intention to make the disclosure; and
 - C. disclosure is reasonable in all of the circumstances.

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22. At the request of the Approved WSP, and subject to all applicable laws, HRV must deliver up to the Approved WSP or destroy all information provided by the Approved WSP under these conditions that is not the subject of, or does not relate to, any investigation, enquiry or prosecution where in the reasonable opinion of HRV the information or documentation is no longer required by HRV for any purpose set out in these conditions save that HRV may retain a copy of information if required by law or if necessary to comply with proper regulatory obligations.
23. Despite anything else to the contrary in these conditions, the WSP may provide, from time to time, information and documentation to HRV, which the WSP considers falls within the categories referred to in these conditions. HRV agrees to treat any information and documentation provided by the WSP as if a formal request had been made by HRV in accordance with these conditions.
24. Where any other condition provides for a request for information in relation to betting wagers to be made by HRV, or for the provision of information in relation to betting wagers from the WSP to HRV, such request or provision is subject to the requirements of these conditions.
25. The WSP will disclose to HRV and HRV will keep confidential in accordance with these conditions all details relating to:
- a) any report or statement provided to any regulatory or law enforcement agency by the Approved WSP which relates to any:
 - i) suspected breach of law or breach of the Australian Harness Rules of Racing by any person relating to betting wagers; or
 - ii) non-compliance by the WSP with the Licence Conditions where such non-compliance may result in suspension or termination of the licence; and
 - b) any request for information made to the WSP by any regulatory or Law Enforcement Agency which relates to any:
 - i) suspected breach of law or breach of the Australian Harness Rules of Racing by any person relating to betting wagers; or
 - ii) non-compliance by the WSP with the Licence Conditions where such non-compliance may result in suspension or termination of the licence.

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Part B

Fee Payable to HRV

Calculation of Fee

The fee payable to HRV by the WSP for each relevant period shall be calculated as follows:

1. If the WSP is a corporate bookmaker, the holder of an on-course bookmakers licence or a TAB:
 - a) If the transactions are
 - i. pari-mutuel betting wagers:
3.0% of AT in the relevant period;
 - ii. non pari-mutuel betting wagers which are fixed odds bets:
2.75% of AT in the relevant period.
 - iii. non pari-mutuel betting wagers which are derivative bets:
3.25% of AT in the relevant period.
2. If the WSP is the operator of betting exchange:

In relation to betting exchange transactions

 - a) 1.1% of net customer winnings in the relevant period.

Table 1

| | Aggregate Turnover (AT) per calendar month |
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| Pari- mutuel Bets | 3.0% |
| Fixed Odds Bets | 2.75% |
| Tote Derivative Bets | 3.25% |
| Betting Exchange | 1.1% |

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Payment of Fee and Details to be provided by WSP

The fee payable by the WSP to HRV shall be paid by the WSP monthly in arrears by the tenth business day of the calendar month that immediately follows the relevant period. In relation to this obligation, time shall be of the essence.

The WSP shall submit to HRV the required monthly information for the relevant period by date and by race at each race meeting, and a recipient created tax invoice, by the fifth business day of the calendar month that immediately follows the relevant period. In relation to this obligation, time shall be of the essence.

Where the required monthly information for the relevant period is not submitted by the WSP, for the purposes of the calculation of the fee payable to HRV, HRV may estimate the WSP's AT or net customer winnings (as the case may be) using the average actual AT or net customer winnings (as the case may be) for relevant periods provided by the WSP to HRV at the time HRV makes such calculation (**HRV's fee estimate**).

HRV shall give written notice to the WSP of HRV's fee estimate calculated by HRV, and the WSP shall issue a recipient created tax invoice and make payment of such fee in the manner contemplated by these conditions.

When the WSP submits the required monthly information which has previously been the subject of HRV's fee estimate, HRV shall make any necessary adjustments as follows:

- a) if HRV's fee estimate is less than the correct amount of the fee, the WSP shall pay the difference to HRV;
- b) if HRV's fee estimate is more than the correct amount of the fee, the difference shall be credited against the fee payable by the WSP to HRV in the next relevant period.

For the purpose of reviewing and verifying the accuracy of the required information submitted by the WSP, within 90 days after the end of the financial year, the WSP must provide to HRV:

- (a) a certificate from the WSP's auditor confirming that the Fees paid by the approved WSP to HRV during the financial year were in accordance with the publication and use approval; or
- (b) if the WSP's AT for the financial period was less than \$1,200,000, a statutory declaration duly made by an Officer of the WSP declaring that the Fees paid by the WSP to HRV during the financial year were in accordance with the publication and use approval.

HRV may, in its absolute discretion, waive the above audit requirement in respect of any financial year.

HRV shall have the right to obtain full access to all the accounts, documents (including source documents) and records used by the WSP to compile the required information on which the fee payable by the WSP to

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HRV is calculated. The WSP must provide HRV with any assistance and information reasonably requested by HRV in the course of the review and verification of the accuracy of the required information submitted by the WSP. If HRV's review of the WSP's accounts, documents (including source documents) and records reveals that the fee has been incorrectly calculated, without prejudice to HRV's rights, then

- a) if the fee paid is less than the correct amount of the fee, the WSP shall pay the difference to HRV, and if the difference is greater than 10% of fee paid, the WSP shall pay HRV's reasonable costs directly associated with the process of reviewing and verifying the accuracy of the required information submitted by the WSP;
- b) if the fee paid is more than the correct amount of the fee, the difference shall be credited against the fee payable by the WSP to HRV in the next relevant period.

Interest

Any unpaid fees due pursuant to these conditions shall attract interest at the rate specified in s.2 of the Penalty Interest Rate Act 1983 from the due date.

GST

A fee payable under these conditions in respect of a supply which is a taxable supply shall represent the GST exclusive value of the supply. The WSP must in addition to paying the fee payable to HRV, at the same time also pay HRV the amount of GST that is payable by HRV in respect of the supply.

For the purpose of the GST Law, HRV and the WSP will be deemed to have entered into a recipient created tax invoice agreement pursuant to which:

- a) the WSP can issue tax invoices on behalf of HRV in respect of the fee payable;
- b) HRV will not issue tax invoices in respect of the fee payable;
- c) HRV warrants that it is registered for GST at the time the approval is granted and HRV will notify the WSP if HRV ceases to be registered for GST;
- d) the WSP warrants that it is registered for GST at the time the approval is granted and the WSP will notify HRV if the WSP ceases to be registered for GST;
- e) the WSP will notify HRV if it ceases to satisfy the requirements of any determination or ruling issued by the Commissioner of Taxation relating to the issue of recipient created tax invoices.

Part C **Guide for Provision of Required Information**

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This guide has been prepared to assist Approved WSPs in understanding the “required information – daily supply of data” under Harness Racing Victoria’s Racefields Conditions of approval to publish and use Victorian harness race fields.

1. Daily Data Collection

Harness Racing Victoria requires a daily file (Daily File) containing details of all Betting Transactions which have the same Result Date to be submitted by [emailed to wspdatafile@hrv.org.au](mailto:wspdatafile@hrv.org.au) by 9am on the following day.

The naming convention for the Daily Files is: WSPxxx_DDMMYYYY.csv

Where:

- xxx is the Approved WSP Unique Code (provided to Approved WSPs by Harness Racing Victoria. Refer to Attachment 1); and
- DDMMYYYY is the Result Date within the file.
Example file name: WSP10001_01082014.csv

For all other correspondence (including re submitting corrupt files) email wsp@hrv.org.au which will be a monitored email address.

2. Daily Data File Format

A sample of the Daily File is Attachment 2.

Data should be supplied in a comma-separated values (CSV) format and otherwise as follows:

| Order | Element | Type | Max length | Rules | Example |
|-------|------------------------------------------------------------------|-------------------|------------|---------------|------------|
| 1 | Approved WSP Unique ID | Numeric | 3 | Mandatory | 010 |
| 2 | Name of Approved WSP | Text | 30 | Mandatory | Company |
| 3 | Event Date | Date (dd-mm-yyyy) | 10 | Mandatory | 10-05-2019 |
| 4 | Bet Result Date | Date (dd-mm-yyyy) | 10 | Mandatory | 10-05-2019 |
| 5 | Venue Code | Numeric | 8 | Mandatory | 27 |
| 6 | Venue | Text | 30 | Mandatory | Mildura |
| 7 | Race Number | Numeric | 2 | Mandatory | 3 |
| 8 | Non PM Bets Taken (excluding Multi- Event/Multi-Leg Bets) | Currency | | If applicable | 1000.00 |



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|-----------|-----------------------------------------------------------------------------|----------|---|-----------------------|---------|
| 9 | Non PM Bets Paid (excluding Multi-Event/Multi-Leg Bets) | Currency | | If applicable | 1000.00 |
| 10 | Net Customer Winnings | Currency | | Betting Exchange only | 1000.00 |
| 11 | All Bet Backs | Currency | | If applicable | 1000.00 |
| 12 | Bet Back Revenue | Currency | | If applicable | 1000.00 |
| 13 | Non PM Other Revenue | Currency | | If applicable | 1000.00 |
| 14 | Non PM EPMB Eligible Portion of Multi- Event /Multi-Leg Bets | Currency | | If applicable | 1000.00 |
| 15 | Non PM EPWMB Eligible Portion of Winning Multi-Event/ Multi-Leg Bets | Currency | | If applicable | 1000.00 |
| 16 | Non PM Free Bets Taken | Currency | | If applicable | 100.00 |
| 17 | Non PM Free Bets Paid | Currency | | If applicable | 100.00 |
| 18 | Non PM Count of Bets (by Race) | Numeric | 8 | Mandatory | 350 |
| 19 | Non PM Count of Unique Clients (by Race) | Numeric | 8 | Mandatory | 102 |
| 20 | Non PM Count of Unique Clients (by Meeting) | Numeric | 8 | Mandatory | 970 |
| 21 | Non PM Count of Unique Clients (Financial Year to Date) | Numeric | 8 | Mandatory | 2109 |
| 22 | Non PM Count of New Clients (By Race) | Numeric | 8 | Mandatory | 136 |
| 23 | Non PM Turnover (Mobile; includes Apps; Mobile Sites) | Currency | | Mandatory | 1000.00 |
| 24 | Non PM Turnover (Internet Desktop) | Currency | | Mandatory | 1000.00 |
| 25 | Non PM Turnover (Contact Centre) | Currency | | Mandatory | 1000.00 |
| 26 | Non PM Turnover (Retail) | Currency | | If applicable | 1000.00 |
| 27 | Non PM Turnover (Licensed Venue) | Currency | | If applicable | 1000.00 |
| 28 | Non PM Turnover (On-course) | Currency | | If applicable | 1000.00 |
| 29 | PM Bets Taken | Currency | | If applicable | 1000.00 |
| 30 | PM Bets Paid | Currency | | If applicable | 1000.00 |
| 31 | Other Revenue | Currency | | If applicable | 1000.00 |



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|----------------|-------------------------------------------------------------------------------|----------|---|---------------|---------|
| 32 | Jackpots Created | Currency | | If applicable | 1000.00 |
| 33 | PM Free Bets Taken | Currency | | If applicable | 100.00 |
| 34 | PM Free Bets Paid | Currency | | If applicable | 100.00 |
| 35 | PM Count of Bets (by Race) | Numeric | 8 | If applicable | 350 |
| 36 | PM Count of Unique Clients (by Race) | Numeric | 8 | If applicable | 102 |
| 37 | PM Count of Unique Clients (Meeting level) | Numeric | 8 | If applicable | 970 |
| 38 | PM Count of Unique Clients (Financial Year to Date) | Numeric | 8 | If applicable | 2109 |
| 39 | PM Count of New Clients (By Race) | Numeric | 8 | If applicable | 136 |
| 40 | PM Turnover (Mobile; includes Apps; Mobile Sites) | Currency | | If applicable | 1000.00 |
| 41 | PM Turnover (Internet Desktop) | Currency | | If applicable | 1000.00 |
| 42 | PM Turnover (Contact Centre) | Currency | | If applicable | 1000.00 |
| 43 | PM Turnover (Retail) | Currency | | If applicable | 1000.00 |
| 44 | PM Turnover (Licensed Venue) | Currency | | If applicable | 1000.00 |
| 45 | PM Turnover (On-course) | Currency | | If applicable | 1000.00 |
| 46 | Tote Derivative Bets Taken (excluding Multi-Event/Multi-Leg Bets) | Currency | | If applicable | 1000.00 |
| 47 | Tote Derivative Bets Paid (excluding Multi-Event/Multi-Leg Bets) | Currency | | If applicable | 1000.00 |
| 48 | Tote Derivative All Bet Backs | Currency | | If applicable | 1000.00 |
| 49 | Tote Derivative Bet Back Revenue | Currency | | If applicable | 1000.00 |
| 50 | Tote Derivative Non PM Other | Currency | | If applicable | 1000.00 |
| Revenue | | | | | |
| 51 | Tote Derivative Non PM EPMB Eligible Portion of Multi-Event /Multi-Leg Bets | Currency | | If applicable | 1000.00 |
| 52 | Tote Derivative EPWMB Eligible Portion of Winning Multi-Event/ Multi-Leg Bets | Currency | | If applicable | 1000.00 |
| 53 | Tote Derivative Free Bets Taken | Currency | | If applicable | 100.00 |
| 54 | Tote Derivative Free Bets Paid | Currency | | If applicable | 100.00 |
| 55 | Tote Derivative Count of Bets (by Race) | Numeric | 8 | Mandatory | 350 |
| 56 | Tote Derivative Count of Unique Clients (by Race) | Numeric | 8 | Mandatory | 102 |



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|-----------|-----------------------------------------------------------------------------|----------|---|---------------|---------|
| 57 | Tote Derivative Count of Unique Clients (by Meeting) | Numeric | 8 | Mandatory | 970 |
| 58 | Tote Derivative Count of Unique Clients (Financial Year to Date) | Numeric | 8 | Mandatory | 2109 |
| 59 | Tote Derivative Count of New Clients (By Race) | Numeric | 8 | Mandatory | 136 |
| 60 | Tote Derivative Turnover (Mobile; includes Apps; Mobile Sites) | Currency | | Mandatory | 1000.00 |
| 61 | Tote Derivative Turnover (Internet Desktop) | Currency | | Mandatory | 1000.00 |
| 62 | Tote Derivative Turnover (Contact Centre) | Currency | | Mandatory | 1000.00 |
| 63 | Total Count of Unique Clients if applicable (by Race) | Numeric | 8 | If applicable | 102 |
| 64 | Total Count of Unique Clients if applicable (Meeting level) | Numeric | 8 | If applicable | 970 |
| 65 | Total Count of Unique Clients if applicable (Financial Year to Date) | Numeric | 8 | If applicable | 2109 |
| 66 | Total Count of New Clients if applicable (By Race) | Numeric | 8 | If applicable | 136 |

Not all headings are relevant to each Approved WSP, however it is important that Daily Files submitted include a column for each of the elements listed and columns are listed in the order of the template provided. Nil values should be populated as zero.

3. Definitions

Refer to Part B – Definitions of the Racefields Conditions of approval for the definitions of:

PM - Pari-mutuel betting wagers

Non PM - Non pari-mutuel betting wagers Net Customer Winnings

3.1 Date Definitions

“Event Date” means the date on which a Victorian Harness Race which is the subject of a Betting Transaction occurred.

“Result Date” means the date on which the Betting Transaction resulted (that is either won or failed)

3.2 Venue Code

A list of venue codes has been included as Attachment 3.

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3.3 Bets Taken

Bets Taken includes Betting Transactions (betting wagers) involving single or multiple contingencies, all of which resulted at a Race Meeting. This includes but is not limited to Win, Place, Trifecta, Exacta, Quinella, First Four, Head-to-Head, Margin bets and any other approved race-specific bet types.

For the purposes of the Daily File:

1. where a Betting Transaction relates to more than one Victorian Harness Race occurring at the same Race Meeting, the amount of the Betting Transaction is apportioned evenly across each of the Victorian Harness Races which are the subject of the Betting Transaction.
2. Bets Taken includes all Free Bets
3. Excludes the amount of all Jackpots Allocated

Any Betting Transaction involving multiple contingencies across more than one Race Meeting or events are to be excluded from Bets Taken and treated according to the rules set out below for Multi-Event/Multi-Leg Bets.

No deductions are permitted for money back offers or similar inducements in relation to non-winning Betting Transactions.

3.4 Bets Paid

The amount paid or payable to customers in respect of winning betting wagers (transactions).

3.5 Bet Backs

Bet Back means the amount of any betting transaction which is made by the Approved WSP on the "backers" side of a betting transaction for the purpose of reducing or laying-off the Approved WSP's liability on a Victorian Harness Race or on Victorian Harness Races held as part of the same Race Meeting.

3.6 Bet Backs Revenue

Bet Back Revenue means the aggregate amount of all winning Bet Backs made by the Approved WSP with Relevant WSPs in respect of Victorian Harness Races at the Race Meeting, but excluding rebates and commissions received by the Approved WSP in respect of those Bet Backs.

3.7 Other Revenue

Other Revenue means:

- (a) other revenue received or derived by the Approved WSP in connection with the Race Meeting; and
- (b) in the case of an Approved WSP which is a Betting Exchange, any commissions and other fees charged by the Betting Exchange in relation to the Race Meeting.

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3.8 Free Bets Taken

Free Bet means the face value of a Betting Transaction where the Customer does not make a financial contribution at the time the Betting Transaction is made.

For the avoidance of doubt, a Free Bet does not include any Betting Transaction:

- (a) which constitutes a bad or doubtful debt of the Approved WSP;
- (b) in respect of which payment is subsequently waived, compromised, released or forgiven by the Approved WSP; or
- (c) where there is an amount paid, refunded or credited to the Customer by the Approved WSP in relation to a non-winning Bet Taken including, for example, "money back offers".

3.9 Jackpots Created

Jackpot Created means an amount equal to the difference (Difference) between the amount of all moneys paid or credited to Customers by the Approved WSP in respect of winning bets under Betting Transactions for a specified bet type on a Victorian Harness Race at the Race Meeting and the total wagering pool available for distribution to customers for that bet type on that race where the Approved WSP is by law required to allocate the Difference to another race pool.

3.10 Tote Derivative

A Betting Transaction where the odds of the bet are determined by reference to the dividend subsequently declared by one or more totalisator (tote derivative bet).

3.11 Multi-Event / Multi-Leg Bet

Multi-Event/Multi-Leg Bet means a Betting Transaction where:

- (a) the result of the Betting Transaction depends on the combined outcome of a number of events;
- (b) a Victorian Harness Race is at least one of the events on which the outcome of the Betting Transaction depends; and
- (c) in the event that all of the contingencies of the Betting Transaction relate to Victorian Harness Races, at least one of the Victorian Harness Races occurs at a different Race Meeting from the other Victorian Harness Races.

4. Daily Reporting of the Eligible Portion of a Multi-Event/Multi-Leg Bet (EPMB)

Approved WSPs are required to report on the Eligible Portion of a Multi-Event/Multi-Leg Bet that resulted on the Result Date which is reported on in the Daily File.

The face value of a Multi-Event/Multi-Leg Bet is apportioned equally across the legs and the Eligible Portion of a Multi-Event/Multi-Leg Bet which is reported in the Daily File is the proportion relating to Victorian Harness Races on the Result Date.

5. Reporting Eligible Portion of Winning Multi-Event/Multi-Leg Bet (EPWMB)

Approved WSPs are required to report the Eligible Portion of a Winning Multi-Event/Multi-Leg Bet by apportioning equally across the number of legs in the bet.

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- a) the amount paid or credited to a Customer under the Multi-Event/Multi-Leg Bet

$$\frac{1}{AC}$$

where **AC** means the number of contingencies within the Multi-Event/Multi-Leg Bet.

6. Count of Bets

A count of the number of bets placed on Victorian Harness Racing, per race. Where applicable, this should be populated for both pari-mutuel and non pari-mutuel bet types. The eligible portion of a multi bet shall be recorded as:

$$(a) \frac{VHR}{A}$$

where:

VR means the number of contingencies related to Victorian Harness Racing; and
A means the total number of contingencies within the Multi-Event/Multi-Leg Bet.

7. Count of Clients

A count of the number of clients to have placed a bet on Victorian Harness Racing. Where applicable, this should be populated for both pari-mutuel and non pari-mutuel bet types. The total number of unique clients is an aggregation across bet types (ensuring no client is counted twice within each bet type category).

The YTD number of unique clients is a rolling aggregation since July 1st.

Ideally this would also be calculated at race level, however for simplicity this can be repeated across each race as YTD count for that meeting.

8. Count of New Clients

A count of the number of clients to have placed their first bet on Victorian Harness Racing (irrespective of a clients first bet date).

For example, a client joins a WSP in March, (related to an AFL promotion). This client bets on AFL matches across April and places their first bet on Victorian Harness Racing in May. In this example the client would be reported (at race level), as a new client for Harness racing in May.

9. Turnover by Channel

Turnover must be included (at race level), by channel. Mobile via mobile sites and apps should be distinct from turnover via the primary internet site and turnover via a contact centre. If applicable, also nominate turnover via retail, licensed venues and on-course. Not all categories will be applicable to each WSP, therefore null values should be populated with a zero value.

10. Monthly Data Collection

Harness Racing Victoria requires a Monthly file (Monthly File) containing details of all Betting

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Transactions which have the same Result Date to be submitted to **finance.racefields@hrv.org.au** by the 5th business day of the month and Payment 10th Business Day of the month.

For all correspondence regarding Delays processing of daily files and data issues (including re submitting corrupt files) email **finance.racefields@hrv.org.au** which will be a monitored email address.

The naming convention for the Monthly Files is:

- 1.WSPxxx_MMYYYYRacefieldTO.csv
2. WSPxxx_MMYYYYRacefieldRCTI.csv

Where:

- xxx is the Approved WSP Unique Code (provided to Approved WSPs by Harness Racing Victoria. Refer to Attachment 1); and
- MMYYYY is the Result Date within the file.
Example file name: WSP10001_082014.csv
- File Templates will provide by HRV or contact **finance.racefields@hrv.org.au**

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11. Monthly Turnover File Format

A sample of the Daily File is Attachment 3.

Data should be supplied in a comma-separated values (CSV) format and otherwise as follows:

| Order | Element | Type | Max length | Rules | Example |
|-------|------------------------------------------------------------------|-------------------|------------|-----------|------------|
| 1 | Approved WSP Unique ID | Numeric | 3 | Mandatory | 10 |
| 2 | Name of Approved WSP | Text | 30 | Mandatory | Company |
| 3 | Event Date | Date (dd-mm-yyyy) | 10 | Mandatory | 10/05/2019 |
| 5 | Venue Code | Numeric | 8 | Mandatory | 27 |
| 6 | Venue | Text | 30 | Mandatory | Mildura |
| 7 | Race Number | Numeric | 2 | Mandatory | 3 |
| 8 | Pari-mutuel Gross Turnover | Currency | | Mandatory | 1000 |
| 9 | Fixed Odds Gross Turnover | Currency | | Mandatory | 1000 |
| 10 | Fixed Odds Total Paid | Currency | | Mandatory | 1000 |
| 11 | Fixed Odds Total Paid | Currency | | Mandatory | 1000 |
| 12 | Fixed Odds Yield % | Numeric | 5 | Mandatory | 150% |
| 13 | Tote Derivatives Gross Turnover | Currency | | Mandatory | 1000 |
| 14 | Tote Derivatives Total Paid | Currency | | Mandatory | 1000 |
| 15 | Tote Derivatives Total Paid | Currency | | Mandatory | 1000 |
| 16 | Tote Derivatives Yield % | Numeric | 5 | Mandatory | 150% |
| 17 | Fixed Odds & Tote Derivatives Combined Gross Turnover | Currency | | Mandatory | 1000 |
| 18 | Fixed Odds & Tote Derivatives Combined Total Paid | Currency | | Mandatory | 1000 |

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|-----------|----------------------------------------------------------------------|----------|-------------|------|
| 19 | Fixed Odds & Tote Derivatives Combined Total Paid | Currency | Mandatory | 1000 |
| 20 | Fixed Odds & Tote Derivatives Combined Yield % | Numeric | 5 Mandatory | 150% |

12. Monthly RCTI File Format

A sample of the Daily File is Attachment 4.

Data should be supplied in a comma-separated values (CSV) format and otherwise as follows:

| | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------|----------------------------|----------------------------|---------------------------------|
| <h1 style="text-align: center;">WAGERING SERVICE PROVIDER NAME</h1> <p style="text-align: center;">WSP Details Here</p> | | | | | |
| <h2 style="text-align: center;">Recipient Created Tax Invoice</h2> | | | | | |
| To: Harness Racing Victoria ABN: 22 764 910 853 PO Box 184 Moonee Ponds VIC 3039 Email: finance.racefields@hrv.org.au | | | October | 2023 Racefields | |
| October 2023 Racefields | | | PariMutuel 3.00% | Fixed Odds 2.75% | Tote Derivative 3.25% |
| Total Fee | | | | | |
| Pari-mutuel Turnover | | - | | | - |
| Fixed Odds Turnover | | - | | | - |
| Tote Derivative Turnover | | - | | | - |
| Total Turnover | | \$ - | - | - | \$ - |
| | | | | Total Excl. GST | \$ - |
| | | | | Plus GST | \$ - |

13. Service Level Agreement (SLA)

The WSP agrees to provide Harness Racing Victoria with data meeting Harness Racing Victoria's requirements in the form as set out below:

13.1 Harness Racing Victoria requires a **Daily file (Daily File) containing details of all Betting Transactions** which have the same Result Date to be submitted by email to wspdatafile@hrv.org.au by **9 am on the following day**

13.2 The **Daily File** format must adhere to the standards outlined in Section 2 of the **Daily Data File Format** above.

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13.3 Harness Racing Victoria requires Monthly files (Monthly Files i.e. Monthly Turnover & RCTI) containing details of all Betting Transactions which have the same Result Date to be submitted to finance.racefields@hrv.org.au by the 5th business day of the month and Payment on 10th Business Day of the month.

13.4 The Monthly File & RCTI format must adhere to the standards outlined in Section 11 of the Monthly Turnover File Format & Section 12 of the Monthly RCTI File Format above

13.5 Harness Racing Victoria requires approved WSPs to assure that data quality is maintained to the highest standard. Harness Racing Victoria will assume the data is correct & has been validated by WSPs.

13.6 Harness Racing Victoria requires approved WSPs to provide Delay notifications for data file submissions to the **following email :**

- Daily data file - wsp@hrv.org.au
- Monthly Turnover File – finance.racefields@hrv.org.au
- Monthly RCTI file- finance.racefields@hrv.org.au

13.7 Harness Racing Victoria requires approved WSPs to rectify any Errors in the data files within a 24-hour period which includes missing data.

13.8 Harness Racing Victoria requires approved WSPs to provide changes to Key Contacts and IT technical contacts within 48 hours.

13.9 Harness Racing Victoria requires approved WSPs to provide onboarding business notifications 4 weeks prior to commencing.

13.10 Harness Racing Victoria requires approved WSPs to provide offboarding/cease off business notifications 4 weeks prior to closing.

13.11 Harness Racing Victoria will provide a 4 weeks' notice period for updates to processes and procedures to approved WSPs.

Signed for and on behalf of the WSP by:

Company Name: _____

Signature: _____

Date: _____