



## **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.

### **Part A**

#### **General Conditions**

1. The approval takes effect on 1 July 2021 and remains in force until 30 June 2022, unless **renewed for a further period or** revoked or surrendered earlier in accordance with these conditions.
2. The duration of the approval may be extended by HRV, in its sole discretion, by notice in writing to the WSP.
3. 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 any Deed of Disclosure between HRV and the operator of the betting exchange as having been approved by both the regulator of the betting exchange and by HRV.
- 4. 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.
- 5. 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.
- 6. Subject to any restriction imposed by legislation, if requested to do so by HRV, the WSP shall provide in a timely manner to HRV, or if directed by HRV to the WSP's regulator, details of betting transactions in respect of Victorian harness race(s) nominated by HRV for the purpose of assisting any inquiry or investigation by HRV or HRV Stewards or by the Racing Integrity Commissioner appointed under s.37A of the Racing Act 1958. The WSP must keep confidential the details of any such request.
- 7. 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.
- 8. 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 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.

9. 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.

10. 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.

11. 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.

12. 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.

## **Part B**

### **Fee Payable to HRV**

#### **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.

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

**“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.

**“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:

- a) 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
- b) any other betting wagers placed by a customer with a wagering service provider where:
  - i) that wagering service provider operates a totalisator that is licensed under, or a totalisator that is authorised by, the laws of the relevant jurisdiction; and
  - ii) that wagering service provider has entered into arrangements which substantially fund the racing industry in the relevant jurisdiction (being a jurisdiction recognised by Harness Racing Australia Inc or the International

Trotting Association, as the case may be), in which a material number of harness race meetings are conducted (as determined by HRV in its sole discretion); and

- iii) wagering on such meetings conducted in such jurisdiction is generally available with one or more wagering service providers who has been granted approval by HRV under s.4.2.3C of the Act,

and which is deemed in writing by HRV to be a totalisator transaction.

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

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

required daily information

- c) daily supply of data – refer to Part C

**“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).

**“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).

**“threshold amount”** means:

- a) if the WSP is a corporate bookmaker, the holder of an on-course bookmakers licence, a TAB, or the operator of a betting exchange conducting race bookmaking transactions - \$100,000 for each relevant period;
- b) if the WSP is the operator of a betting exchange conducting betting exchange transactions - \$30,500 for each relevant period.

For the purpose of the calculation of the fee payable to HRV:

- i. if the amount of AT or net customer winnings (as the case may be) is less than the threshold amount in any relevant period, the amount by which AT or net customer winnings is less than the threshold amount may not be carried forward to any subsequent relevant period;
- ii. if the WSP is the holder of more than one approval granted by HRV , then unless any such approval is granted to a Related Body Corporate of the WSP which holds a gambling licence to operate, and operates, as a wagering service provider in its own right (in which case each such Related Body Corporate is entitled to its own threshold amount in each relevant period), the WSP is only entitled to one threshold amount in each relevant period;
- iii. where the WSP conducts transactions that include more than one of pari-mutuel betting wagers, non pari-mutuel betting wagers and betting exchange transactions, the threshold amount for each relevant period will be allocated between such betting wagers according to the proportion that each of total pari-mutuel betting wagers, total non pari-mutuel betting wagers and total betting exchange transactions (as the case may be) represents of the aggregate of total pari-mutuel betting wagers, total non pari-mutuel betting wagers and total betting exchange transactions;

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

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.

### **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 either pari-mutuel betting wagers or non pari-mutuel betting wagers

on AT up to and including the threshold amount – 1.0%

\* such AT in the relevant period;

- b) If the transactions are

- i. pari-mutuel betting wagers:

on AT exceeding the threshold amount – 3.0% \* such AT in the relevant period;

- ii. non pari-mutuel betting wagers which are fixed odds bets:

on AT exceeding the threshold amount – 2.75% \* such AT in the relevant period.

- iii. non pari-mutuel betting wagers which are derivative bets:

on AT exceeding the threshold amount – 3.25% \* such AT in the relevant period.

2. If the WSP is the operator of betting exchange:

In relation to betting exchange transactions

- a) on net customer winnings up to and including the threshold amount -0.44%\* such net customer winnings in the relevant period;

- b) on net customer winnings exceeding the threshold amount – 1.1% \* such net customer winnings in the relevant period.



**Table 1**

	<b>Aggregate Turnover (AV) up to \$100,000 per calendar month</b>	<b>Aggregate Turnover (AT) above \$100,000 per calendar month</b>
<b>Pari- mutuel Bets</b>	1.0%	3.0%
<b>Fixed Odds Bets</b>	1.0%	2.75%
<b>Tote Derivative Bets</b>	1.0%	3.25%
<b>Betting Exchange</b>	0.44%*	1.1%

**\*Aggregate Turnover (AT) for Betting Exchanges is up to \$30,500 per calendar month**

**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 Approved WSP must provide to HRV:

(a) a certificate from the Approved 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 Approved WSP's AT for the financial period was less than the annualised threshold amount (relevant period threshold amount multiplied by 12), a statutory declaration duly made by an Officer of the Approved WSP declaring that the Fees paid by the Approved 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 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**

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 email 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](mailto: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	<b>Approved WSP Unique ID</b>	Numeric	3	Mandatory	010
2	<b>Name of Approved WSP</b>	Text	30	Mandatory	Company
3	<b>Event Date</b>	Date (dd-mm-yyyy)	10	Mandatory	10-05-2019
4	<b>Bet Result Date</b>	Date (dd-mm-yyyy)	10	Mandatory	10-05-2019
5	<b>Venue Code</b>	Numeric	8	Mandatory	27
6	<b>Venue</b>	Text	30	Mandatory	Mildura
7	<b>Race Number</b>	Numeric	2	Mandatory	3
8	<b>Non PM Bets Taken (excluding Multi- Event/Multi-Leg Bets)</b>	Currency		If applicable	1000.00
9	<b>Non PM Bets Paid (excluding Multi-Event/Multi-Leg Bets)</b>	Currency		If applicable	1000.00
10	<b>Net Customer Winnings</b>	Currency		Betting Exchange only	1000.00
11	<b>All Bet Backs</b>	Currency		If applicable	1000.00
12	<b>Bet Back Revenue</b>	Currency		If applicable	1000.00
13	<b>Non PM Other Revenue</b>	Currency		If applicable	1000.00
14	<b>Non PM EPMB Eligible Portion of Multi- Event /Multi-Leg Bets</b>	Currency		If applicable	1000.00
15	<b>Non PM EPWMB Eligible Portion of Winning Multi-Event/ Multi-Leg Bets</b>	Currency		If applicable	1000.00
16	<b>Non PM Free Bets Taken</b>	Currency		If applicable	100.00
17	<b>Non PM Free Bets Paid</b>	Currency		If applicable	100.00
18	<b>Non PM Count of Bets (by Race)</b>	Numeric	8	Mandatory	350
19	<b>Non PM Count of Unique Clients (by Race)</b>	Numeric	8	Mandatory	102
20	<b>Non PM Count of Unique Clients (by Meeting)</b>	Numeric	8	Mandatory	970

21	<b>Non PM Count of Unique Clients (Financial Year to Date)</b>	Numeric	8	Mandatory	2109
22	<b>Non PM Count of New Clients (By Race)</b>	Numeric	8	Mandatory	136
23	<b>Non PM Turnover (Mobile; includes Apps; Mobile Sites)</b>	Currency		Mandatory	1000.00
24	<b>Non PM Turnover (Internet Desktop)</b>	Currency		Mandatory	1000.00
25	<b>Non PM Turnover (Contact Centre)</b>	Currency		Mandatory	1000.00
26	<b>Non PM Turnover (Retail)</b>	Currency		If applicable	1000.00
27	<b>Non PM Turnover (Licensed Venue)</b>	Currency		If applicable	1000.00
28	<b>Non PM Turnover (On-course)</b>	Currency		If applicable	1000.00
29	<b>PM Bets Taken</b>	Currency		If applicable	1000.00
30	<b>PM Bets Paid</b>	Currency		If applicable	1000.00
31	<b>Other Revenue</b>	Currency		If applicable	1000.00
32	<b>Jackpots Created</b>	Currency		If applicable	1000.00
33	<b>PM Free Bets Taken</b>	Currency		If applicable	100.00
34	<b>PM Free Bets Paid</b>	Currency		If applicable	100.00
35	<b>PM Count of Bets (by Race)</b>	Numeric	8	If applicable	350
36	<b>PM Count of Unique Clients (by Race)</b>	Numeric	8	If applicable	102
37	<b>PM Count of Unique Clients (Meeting level)</b>	Numeric	8	If applicable	970
38	<b>PM Count of Unique Clients (Financial Year to Date)</b>	Numeric	8	If applicable	2109
39	<b>PM Count of New Clients (By Race)</b>	Numeric	8	If applicable	136
40	<b>PM Turnover (Mobile; includes Apps; Mobile Sites)</b>	Currency		If applicable	1000.00
41	<b>PM Turnover (Internet Desktop)</b>	Currency		If applicable	1000.00
42	<b>PM Turnover (Contact Centre)</b>	Currency		If applicable	1000.00
43	<b>PM Turnover (Retail)</b>	Currency		If applicable	1000.00
44	<b>PM Turnover (Licensed Venue)</b>	Currency		If applicable	1000.00
45	<b>PM Turnover (On-course)</b>	Currency		If applicable	1000.00
46	<b>Tote Derivative Bets Taken (excluding Multi-Event/Multi-Leg Bets)</b>	Currency		If applicable	1000.00
47	<b>Tote Derivative Bets Paid (excluding Multi-Event/Multi-Leg Bets)</b>	Currency		If applicable	1000.00
48	<b>Tote Derivative All Bet Backs</b>	Currency		If applicable	1000.00
49	<b>Tote Derivative Bet Back Revenue</b>	Currency		If applicable	1000.00
50	<b>Tote Derivative Non PM Other</b>	Currency		If applicable	1000.00

<b>Revenue</b>					
<b>51</b>	<b>Tote Derivative Non PM EPMB Eligible Portion of Multi-Event /Multi-Leg Bets</b>	Currency		If applicable	1000.00
<b>52</b>	<b>Tote Derivative EPWMB Eligible Portion of Winning Multi-Event/ Multi-Leg Bets</b>	Currency		If applicable	1000.00
<b>53</b>	<b>Tote Derivative Free Bets Taken</b>	Currency		If applicable	100.00
<b>54</b>	<b>Tote Derivative Free Bets Paid</b>	Currency		If applicable	100.00
<b>55</b>	<b>Tote Derivative Count of Bets (by Race)</b>	Numeric	8	Mandatory	350
<b>56</b>	<b>Tote Derivative Count of Unique Clients (by Race)</b>	Numeric	8	Mandatory	102
<b>57</b>	<b>Tote Derivative Count of Unique Clients (by Meeting)</b>	Numeric	8	Mandatory	970
<b>58</b>	<b>Tote Derivative Count of Unique Clients (Financial Year to Date)</b>	Numeric	8	Mandatory	2109
<b>59</b>	<b>Tote Derivative Count of New Clients (By Race)</b>	Numeric	8	Mandatory	136
<b>60</b>	<b>Tote Derivative Turnover (Mobile; includes Apps; Mobile Sites)</b>	Currency		Mandatory	1000.00
<b>61</b>	<b>Tote Derivative Turnover (Internet Desktop)</b>	Currency		Mandatory	1000.00
<b>62</b>	<b>Tote Derivative Turnover (Contact Centre)</b>	Currency		Mandatory	1000.00
<b>63</b>	<b>Total Count of Unique Clients if applicable (by Race)</b>	Numeric	8	If applicable	102
<b>64</b>	<b>Total Count of Unique Clients if applicable (Meeting level)</b>	Numeric	8	If applicable	970
<b>65</b>	<b>Total Count of Unique Clients if applicable (Financial Year to Date)</b>	Numeric	8	If applicable	2109
<b>66</b>	<b>Total Count of New Clients if applicable (By Race)</b>	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.

### 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.

### **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 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 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.

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

$$\frac{1}{\times \text{AC}}$$

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:

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

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 1<sup>st</sup>.

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.