



“THE NZB KIWI” SLOT HOLDER AGREEMENT

ABOUT THIS AGREEMENT

By signing this agreement (**Agreement**), you (**Slot Holder**) agree to purchase a Slot in the 2025, 2026 and 2027 Editions of “The NZB Kiwi” (**Race**) in accordance with the Terms of this Agreement.

The Race:

- (a) is to be run over a distance of 1500 metres during a racemeeting conducted by Auckland Thoroughbred Racing (ATR) on behalf of NZTR, at Ellerslie Racecourse, Auckland on a Saturday in or around March 2025, 2026, and 2027; and
- (b) is a “Set Weights and Penalties” race (with the weight to be carried by each horse being determined in accordance with the NZTR Standard Regulations for Racemeeting Programmes, as published from time to time by NZTR); and
- (c) is for three-year-olds only that were either:
 - (i) bred in New Zealand, as determined by NZTR in accordance with the New Zealand Stud Book and Register of Non Stud Book Mares Regulations (as published from time to time by NZTR); or
 - (ii) sold through the ring at a Thoroughbred sale (including on-line sales) conducted by New Zealand Bloodstock Limited or on-line by its subsidiary, Gavelhouse Ltd. or passed through the ring at any such sale and sold within 30 days of the sale at not less than the price at which the horse was passed-in.

The Race will be run in accordance with the “The NZB Kiwi” Race Terms and Conditions (available at <https://nztr.co.nz/the-kiwi>) and the NZTR Rules of Racing (as amended from time to time and available at <http://nztr.co.nz/rules-directives-policies>). The registered name of the Race is the Mufhasa Stakes, and the Pattern Rating is Restricted Listed.

SLOT HOLDER DETAILS

If the Slot Holder is an incorporated entity, please complete the following information:

Company or Business Name:

Place of registration:

NZBN:

Registered Office

Address:

Suburb/Town:

Postcode:

Telephone:

Email:

Please provide the following information for the directors (or the authorised representatives) of the Slot Holder that have signed this Agreement:

First Name:

Surname:

Position:

Date of Birth:

First Name:

Surname:

Position:

Date of Birth:

If the Slot Holder is one or more natural persons, please complete the following information for each person.

Person 1:

First Name:

Surname:

Date of Birth:

Address:

Suburb/Town:

Postcode:

Telephone:

Email:

Person 2:

First Name:

Surname:

Date of Birth:

Address:

Suburb/Town:

Postcode:

Telephone:

Email:

Person 3: _____

First Name: _____ **Surname:** _____ **Date of Birth:** _____

Address: _____

Suburb/Town: _____ **Postcode:** _____

Telephone: _____

Email: _____

Person 4: _____

First Name: _____ **Surname:** _____ **Date of Birth:** _____

Address: _____

Suburb/Town: _____ **Postcode:** _____

Telephone: _____

Email: _____

(where more than 4 individuals make up the Slot Holder, this page must be duplicated so that the details of each person can be inserted in this section of the Agreement)

ACKNOWLEDGEMENT AND AGREEMENT

By signing this Agreement, the Slot Holder acknowledges and agrees that:

- (a) the Slot Holder Agreement includes the Terms (Slot Holder Agreement Terms) in the Annexure; and
- (b) the Slot Holder has read, fully understands, and agrees to be bound by the Slot Holder Agreement Terms; and
- (c) the information provided by the Slot Holder in this Agreement (including any attachments) is true and correct; and
- (d) all persons who will or may exercise management or control over the Slot Holder have been listed in this Slot Holder Details section of this Agreement.

If the Slot Holder is:

- (a) a New Zealand incorporated corporate entity, either:
 - (i) two directors of the Slot Holder, or one director of the Slot Holder and a witness must sign below; or
 - (ii) if the Slot Holder has a sole director, that sole director and a witness must sign below; or
 - (iii) an authorised representative of the Slot Holder may sign below if the Slot Holder provides to NZTR (in a form acceptable to NZTR) a copy of the instrument that authorises the representative to sign this Agreement on behalf of the Slot Holder; or
- (b) an entity incorporated in a jurisdiction other than New Zealand, an authorised officer or representative of the Slot Holder in accordance with the laws of its place of incorporation must sign below; or
- (c) an individual, that individual must sign below; or
- (d) more than one individual, either:
 - (i) all of those individuals must sign below; or
 - (ii) a single individual may sign below on behalf of all individuals that make up the Slot Holder if the Slot Holder provides to NZTR (in a form acceptable to NZTR) a copy of the instrument that authorises the relevant individual to sign this Agreement on behalf of the Slot Holder.

Executed as an agreement.

Executed by **NEW ZEALAND THOROUGHbred RACING** in accordance with the Incorporated Societies Act 1908:

Signature of [Cameron George Chair of the NZTR Board]

Signature of [Bruce Sharrock Chief Executive Officer]

For a New Zealand incorporated corporate entity Slot Holder with two or more directors:

Executed by *(insert company name)*

in accordance with section 180 of the Companies Act 1993 by authority of two directors, or one director and a witness:

Signature of director

Signature of director/witness *(delete as applicable)*

Name of director *(print)*

Name of director/witness *(print, delete as applicable)*

OR

For a New Zealand incorporated corporate entity Slot Holder with a sole director:

Executed by *(insert company name)*

in accordance with section 180 of the
Companies Act by authority of its sole
director and witness:

Signature of sole director

Signature of witness

Name of sole director *(print)*

Name of witness *(print)*

OR

For a New Zealand incorporated corporate entity Slot Holder with an authorised representative:

Executed by *(insert company name)*

by its authorised representative:

Signature of authorised representative

Signature of witness

Name of authorised representative *(print)*

Name of witness *(print)*

For any other incorporated Slot Holder:

Executed by *(insert company name)*

in accordance with the laws of its place of incorporation by being
signed by the following officer or authorised representative:

Signature of officer/authorised representative

Name and position of officer/authorised representative *(print)*

OR

For a Slot Holder that is one or more natural persons:

Signed by *(insert name of Slot Holder)*

for and on behalf of all Slot Holders *(strike
out if not applicable)* in the presence of:

Signature of Slot Holder

Signature of witness

Name of witness *(print)*

(where there are more natural persons who make up the Slot Holder and there is no authorised representative to sign on behalf of all, the following page must be duplicated as required so that each person can sign the Agreement)

Signed by *(insert name of Slot Holder)*

in the presence of:

Signature of Slot Holder

Signature of witness

Name of witness *(print)*

Signed by *(insert name of Slot Holder)*

in the presence of:

Signature of Slot Holder

Signature of witness

Name of witness *(print)*

Signed by *(insert name of Slot Holder)*

in the presence of:

Signature of Slot Holder

Signature of witness

Name of witness *(print)*

ANNEXURE – SLOT HOLDER AGREEMENT TERMS

1. DEFINITIONS AND INTERPRETATION

(a) In this document:

Agreement means this document, including the annexure and cover pages.

New Zealand Consumer Law means the Consumer Guarantees Act 1993.

Claim means a demand, action or proceeding of any nature whether actual or threatened.

Consequential Loss means any loss of revenue, loss of goodwill, loss of customers, loss of capital, downtime costs, loss of profit, loss of or damage to reputation, loss under or in relation to any other contract, loss of anticipated savings or benefits, or any indirect, consequential or special loss, damage, cost or expense or other Claim for consequential compensation.

Companies Act means the Companies Act 1993.

Defaulting Party has the meaning given to that term in clause 7(a).

Eligible Horse means a horse that is a three-year-old and is either:

- (i) bred in New Zealand, as determined by NZTR in accordance with the New Zealand Stud Book and Register of Non Stud Book Mares Regulations (as published from time to time by NZTR); or
- (ii) sold through the ring at a Thoroughbred sale (including on-line sales) conducted by New Zealand Bloodstock Limited or on-line by its subsidiary, Gavelhouse Ltd. or passed through the ring at any such sale and sold within 30 days of the sale at not less than the price at which the horse was passed-in.

Extension Years means the 2028, 2029, and 2030 Editions of the Race.

Extension Years Terms has the meaning given to it in clause 6(b).

Field Announcement Time means, in respect of each Edition, 4pm on the Tuesday prior to the running of the Race.

Force Majeure means anything outside the reasonable control of a party, including (without limitation) acts of God, fire, storm, flood, earthquake, lightning, explosion, accident, war, rebellion, insurrection, sabotage, civil or military disturbance, epidemic, pandemic, quarantine restrictions, labour dispute, labour shortage, transportation embargo, acts of terrorism, failure or delay in transportation, or restraint or restrictions of any governmental, semi-governmental or other public or statutory authority.

GST means the goods and services tax payable under the Goods and Services Tax Act 1985 and related legislation.

Insolvency Event has the meaning given in clause 7(b).

Intellectual Property Rights means all intellectual property rights, whether or not they are registered or capable of being registered, including the following rights:

- (i) patents, copyright, rights in circuit layouts, designs, trade and service marks (including goodwill in those marks), domain names and trade names and any right to have confidential information kept confidential;
- (ii) any application or right to apply for registration of any of the rights referred to in paragraph (i); and
- (iii) all rights of a similar nature to any of the rights in paragraphs (i) and (ii) that may subsist anywhere in the world (including New Zealand).

Law means any statute, regulation, bylaw, ordinance or subordinate legislation in force from time to time, the common law and equity as applicable from time to time and any applicable industry codes of conduct or codes of practice.

Loss means any liability, loss, cost (including legal costs on a solicitor and own client basis, whether incurred by or awarded against the relevant party), expense, damage or charge, and including Consequential Loss or any such cost, expense, penalty, fine, loss, damage, charge or liability that is incurred in connection with a Claim, including the defence or settlement of that Claim.

Nomination Closing Time means, in respect of each Edition, 10am on the Monday prior to the running of the race.

Notice has the meaning given to that term in clause 22(d).

Notification Date has the meaning given to in clause 6(c)(ii).

NZTR means New Zealand Thoroughbred Racing Incorporated.

NZTR IP means any Intellectual Property Rights made available by NZTR to the Slot Holder for the purposes of this Agreement, including any trademarks (whether registered, unregistered or the subject of an application for registration) owned by NZTR.

Personal Information has the meaning given to that term in the Privacy Act 2020.

Private Arrangement has the meaning given to that term in clause 8(a).

Race means "The New Zealand Bloodstock Kiwi", "The NZB Kiwi" or the "The Kiwi" race, run in accordance with the Race Terms and Conditions.

Race Club means Auckland Thoroughbred Racing Incorporated.

Race Committee means the committee established by NZTR to oversee the administration, monitoring and implementation of the Race.

Race Day means, in each Relevant Year, the date on which the Race will be run.

Race Terms and Conditions means the terms and conditions for the running of the Race available on NZTR's website.

Relevant Year means each of the 2025, 2026, and 2027 calendar years.

Representatives means, in relation to a person or entity, its officers, employees, contractors, agents, advisers or financiers.

RIB means the Racing Integrity Board.

Rules are the NZTR Rules of Racing as published from time to time by NZTR and available on the NZTR website.

Slot means an entitlement given to a person to enter an Eligible Horse into the Race in accordance with these Terms.

Slot Auction means an auction conducted by New Zealand Bloodstock Limited or on-line by its subsidiary, Gavelhouse Ltd. on or about 27 February 2024 for the Race Slots.

Slot Entry Fee means the amount payable by the Slot Holder for entry into the Race each Relevant Year, as set out in clause 4(d).

Slot Holder means any person or entity holding a Slot.

Slot Holder Trademarks means the trademarks (whether registered, unregistered or the subject of an application for registration) owned by the Slot Holder.

Terms means these terms and conditions.

Working Day has the meaning given to that term in the Legislation Act 2019.

- (b) Words and terms defined in the Rules shall have the same meanings when used in these Terms.
- (c) Words and terms defined in the Race Terms and Conditions have the same meanings when used in these Terms.
- (d) If there is any inconsistency between the Rules and these Terms, the Rules will prevail to the extent of the inconsistency, with the exception of clause 4(b).
- (e) A reference to time is to local time in New Zealand, unless a different time (or time zone) is specified.
- (f) Headings are for ease of reference only and do not affect interpretation.

2. THE SLOT HOLDER

- (a) The Slot Holder must not lease any Slots in the Relevant Years of the Race as a lessee. The Slot Holder's ability to grant a lease for its own Slot to a third party is set out in Clause 12.

3. THE RACE

- (a) The Race will be conducted in accordance with the Race Terms and Condition and the Rules.
- (b) It is acknowledged that NZTR does not have power to conduct the Race and that the Race is being conducted by the Race Club on behalf of NZTR.

4. PRIZEMONEY

- (a) The stakes prizemoney for the Race and any additional bonuses (**prizemoney**) are set out in the Race Terms and Conditions.
- (b) Subject to clause 8(c), NZTR will pay, in full, any prizemoney earned from the Race in accordance with the terms of the applicable Private Arrangement. Subject to its compliance with this clause, NZTR is not liable for how the prizemoney is distributed (for example amongst multiple owners of the Slot, or multiple owners of the horse respectively), or if the prizemoney is lost or not received by the payee.

5. SLOT FEES

- (a) The Slot Fees include:
 - (i) the Slot Entry Fee for each Relevant Year of the Race; and
 - (ii) The price agreed to be paid by the Slot Holder when the hammer drops for the Slot at the Slot Auction (Auction Price).
- (b) The Auction Price must be paid by the Slot Holder in cleared funds to the account nominated by NZTR on or before 31 May 2024.
- (c) In consideration of payment of the Slot Entry Fee for each Relevant Year, the Slot Holder is entitled to an entry in the Race for that edition of the Race. The Slot Entry Fee for each Relevant Year is:
 - (i) Year 1 (2025 edition): NZ\$125,000.
 - (ii) Year 2 (2026 edition): NZ\$150,000.
 - (iii) Year 3 (2027 edition): NZ\$175,000.
- (d) The Slot Entry Fees must be paid as follows:
 - (i) Year 1 (2025 edition): Slot Entry Fee for the Race is to be paid by the Slot Holder in cleared funds to the account nominated by NZTR on or before 31 December 2024; and
 - (ii) Year 2 (2026 edition): Slot Entry Fee for the Race is to be paid by the Slot Holder in cleared funds to the account nominated by NZTR on or before 31 December 2025; and

- (iii) Year 3 (2027 edition): Slot Entry Fee for the Race is to be paid by the Slot Holder in cleared funds to the account nominated by NZTR on or before 31 December 2026.
- (e) If the Race is cancelled or not run for any reason, including a force majeure event, then NZTR will refund the Slot Holder Entry Fee for that Relevant Year within 7 days of notification of the cancellation and no prizemoney will be payable for that Relevant Year. The Auction Price is non-refundable.

6. TERMINATION AND RENEWAL

- (a) Subject to any clause that by its nature is intended to survive termination, this Agreement will terminate at the end of the Relevant Years, after all prizemoney has been distributed in accordance with this Agreement, the Race Terms and Conditions, and the Rules.
- (a) The Slot Holder has the right to enter a further slot holder agreement with NZTR for the following three editions of the Race (2028, 2029, and 2030 (**Extension Years**)), on terms determined by NZTR in its absolute discretion.
- (b) The Slot Holder acknowledges that the terms that will apply to the Extension Years (**Extension Years Terms**) may be different to these Slot Holder Agreement Terms, including but not limited to:
 - (i) Slot Fees;
 - (ii) Prizemoney available; and
 - (iii) The Race Terms and Conditions.
- (c) The following timetable will apply to the Extension Years:
 - (i) NZTR will notify the Slot Holder of the Extension Years Terms no later than 1 November 2026; and
 - (ii) The Slot Holder will notify NZTR by 15 January 2027 (**Notification Date**) whether the Terms are accepted.
- (d) If the Slot Holder notifies NZTR that the Extension Years Terms are accepted by the Notification Date, a new slot holder agreement will be entered into by the Slot Holder and NZTR.
- (e) If the Slot Holder notifies NZTR that it does not wish to enter into a new slot holder agreement for the Extension Years by the Notification Date, the Slot will be returned to NZTR and the Slot Holder will have no entitlement under this Agreement to an entry into the Extension Year editions of the Race.
- (f) If the Slot Holder does not respond to NZTR by the Notification Date, the Slot will be forfeited by the Slot Holder and returned to NZTR. The Slot Holder will have no entitlement under this Agreement to an entry into the Extension Year editions of the Race.
- (g) NZTR will, at its absolute discretion, determine how any Slots available for the Extension Years will be made available, and the method for allocating any Slots that are made available.

7. DEFAULT

- (a) If an Insolvency Event occurs in respect of the Slot Holder or if the Slot Holder commits a material breach of these Terms, including, without limitation, a default by the Slot Holder in payment of the Slot Fee by the date specified in clause 4(d) (**Defaulting Party**), NZTR may (in its sole and absolute discretion):
- (iii) immediately terminate the Slot held by the Defaulting Party by written notice to the Defaulting Party; and
 - (iv) either re-auction the Defaulting Party's Slot for any remaining Relevant Years or grant the Slot to a third party.
- (b) An **Insolvency Event** occurs in respect of the Slot Holder if any one or more of the following events occurs:
- (i) an application is made to a court for an order, or an order is made, that the Slot Holder be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, and the application is not withdrawn, struck out or dismissed within 15 Working Days of it being made;
 - (ii) a resolution is passed for the winding up of the Slot Holder (other than for the purposes of a solvent reconstruction or amalgamation, which is on terms which have been previously approved in writing by NZTR);
 - (iii) a liquidator, provisional liquidator or receiver or receiver and manager is appointed to all or any part of the property of the Slot Holder;
 - (iv) a receiver or receiver and manager is appointed to, or a mortgagee takes possession of, all or any part of the business or assets of the Slot Holder;
 - (v) the Slot Holder ceases, or threatens to cease to carry on its business;
 - (vi) the Slot Holder becomes unable to pay its debts as and when they become due; or
 - (vii) any event analogous or equivalent to the events described in this clause occurs in respect of the Slot Holder.

8. PRIVATE ARRANGEMENT

- (a) The Slot Holder is solely responsible for negotiating and entering any commercial arrangement with the owner, trainer and any other person that has a share in the horse the Slot Holder intends to nominate as its Eligible Horse, including in relation to any dealing with the economic interest in the Slot (**Private Arrangement**).
- (b) A Private Arrangement must include details of the percentages of prizemoney that each of the parties to the Private Arrangement (including, as applicable, the individual natural persons that comprise the Slot Holder) is to receive.
- (c) At a minimum, the Private Arrangement must provide for (in accordance with the Rules):

- (i) 1% of prizemoney for welfare;
 - (ii) 5% of prizemoney for the jockey; and
 - (iii) 10% of prizemoney for the trainer(s).
- (d) NZTR and the Race Club are not parties to a Private Arrangement and have no liability in respect of the fulfilment of the Private Arrangement.
- (e) The Slot Holder must provide the Race Committee with the terms of the Private Arrangement in accordance with clause 9(b)(ii)(B).
- (f) The Slot Holder releases, waives against and discharges NZTR and the Race Club, to the fullest extent permitted under any Law, from any Claims or Loss arising from, due to or related to any Private Arrangement and indemnifies each of NZTR and the Race Club against:
- (i) any Claim made against NZTR and / or the Race Club (including, without limitation, a Claim made by the Slot Holder or any party to a Private Arrangement); and
 - (ii) any Loss that NZTR and / or the Race Club suffers or incurs, which arises because of or in connection with any Private Arrangement.

9. NOMINATIONS

- (a) The Slot Holder must comply with the nomination and acceptance timetable set out in the Slot Holder Terms, and the Race Terms and Conditions. If there is any inconsistency, the Race Terms and Conditions will prevail.
- (b) The Slot Holder or nominated representative (with written approval from the Slot Holder) must before the Nomination Closing Time:
- (i) nominate one Eligible Horse to compete in the Slot Holder's Slot; and
 - (ii) provide written notification to the Race Committee of:
 - (A) the name of the Slot Holder's Eligible Horse; and
 - (B) full details of the terms of any Private Arrangement by providing a complete copy of the Private Arrangement, or providing such details of the Private Arrangement that the Race Committee requires (including a prizemoney schedule in accordance with clause 8(b)).
- (c) The Race Committee may, in its absolute discretion, refuse the Slot Holder's nomination in accordance with the Race Terms and Conditions and the Rules of Racing.
- (d) The Race Committee may also refuse the nomination if the Slot Holder does not provide sufficient details of the Private Arrangement before the Nomination Closing Time.
- (e) Notwithstanding anything in the Private Arrangement, if, under the Race Terms and Conditions or these Terms, NZTR or the Race Committee refuses the nomination of a horse in the Race for any reason, or the nominated Eligible Horse is disqualified by NZTR or the RIB Stewards under

the Rules before the Nomination Closing Time, the Slot Holder may negotiate and enter into a new Private Arrangement with a trainer(s) or owner(s) of another Eligible Horse and the Slot Holder may nominate by the Nomination Closing Time, that Eligible Horse to compete in the Slot Holder's Slot in the Race.

- (f) The Slot Holder need not be the owner of, or have an interest in, the horse that is nominated by it to run in the Race (but may do so). However, the Slot Holder is still required to comply with the Rules in respect of the horse that is entered by it to run in the Race.
- (g) The owner(s) and trainer(s) of each nominated and accepted horse for the Race retain all their rights and responsibilities under the Rules. In the event of disagreement between those parties and the Slot Holder as to whether the horse should be scratched for veterinary reasons, that matter will be determined by the RIB Stewards in accordance with the Rules.

10. SCRATCHINGS AND EMERGENCIES

- (a) The terms relating to Scratching and Emergencies are set out in the Race Terms and Conditions.

11. INTEGRITY

- (a) The Slot Holder releases and discharges NZTR and the Race Club, to the fullest extent permitted at Law, from any Claim or Loss, and indemnifies each of NZTR and the Race Club against any such Claim or Loss suffered or incurred by NZTR or the Race Club, including assisting any Slot Holder in recouping damages from owner(s) or trainer(s) of a disqualified horse, as a result of or related to a horse being disqualified from the Race or deemed a "non-runner" by NZTR and RIB Stewards in accordance with the Rules.

12. LEASING THE SLOT

- (a) A Slot Holder is entitled to grant a lease of the Slot to a third party for the running of the Race in a Relevant Year (**Lease**).
- (b) The Slot Holder agrees that it is not permitted to grant a Lease of the Slot except where:
 - (i) the lease is for a maximum of one running of the Race at any one time;
 - (ii) the lessee and the Slot Holder execute a deed in favour of NZTR (and in a form acceptable to NZTR, acting reasonably) under which the:
 - (A) lessee undertakes to perform the obligations and liabilities of the Slot Holder under this Agreement; and
 - (B) Slot Holder releases and discharges NZTR from any obligations that NZTR owes to the Slot Holder (whether under this Agreement or otherwise) in connection with the running of the Race in the Relevant Year to which the Lease relates; and
 - (C) NZTR (acting reasonably) is satisfied that the lessee is financially and technically capable of performing, and has all the required authorisations to perform, the obligations of the Slot Holder under this Agreement.

- (c) The fee paid by a lessee to the Slot Holder may be greater than the Slot Fee for the Relevant Year of the Race.

13. OWNERSHIP OF IP

- (a) NZTR grants the Slot Holder a non-exclusive, non-transferable, royalty-free licence (without a right to sub-license) to use NZTR IP to market and promote the Race and the Slot Holder's participation in the Race, subject to the conditions in clause 13(b).
- (b) The Slot Holder must obtain the prior written approval to the proposed use of the NZTR IP before using the NZTR IP under clause 13(a) , and in using the NZTR IP, the Slot Holder must:
 - (i) comply with all reasonable directions of NZTR and any brand guidelines notified to the Slot Holder;
 - (ii) use its best endeavours to preserve the value and validity of the NZTR IP;
 - (iii) not use the NZTR IP for any unlawful purpose or in contravention of the New Zealand Consumer Law;
 - (iv) not use the NZTR IP in a manner that:
 - (A) would bring the NZTR IP, NZTR, or the Race into disrepute or otherwise cause harm to the goodwill attached to the NZTR IP;
 - (B) is inconsistent with the distinctiveness or reputation of the NZTR IP;
 - (C) would jeopardise or invalidate any registration (or prejudice any application for registration) of the NZTR IP or could assist or give rise to an application to terminate, revoke or dilute any such registration; or
 - (D) might prejudice the right or title of NZTR to the NZTR IP.
- (c) The Slot Holder agrees and acknowledges that:
 - (i) NZTR or its relevant third-party licensor owns all Intellectual Property Rights in the NZTR IP, including the goodwill attaching to it;
 - (ii) except as specified in clauses 13(a), NZTR does not grant to the Slot Holder any right or licence to the NZTR IP.
- (d) The Slot Holder must not:
 - (i) use or apply to register anywhere in the world any trademark, or apply to register or use any business name, company name or internet domain name, that comprises or contains any of the NZTR IP, or any words or images that are substantially identical with, or deceptively similar to, any of the NZTR IP, without the prior written consent of NZTR.
 - (ii) challenge or in any way impugn:

- (A) NZTR's complete ownership of, or rights to use, the NZTR IP; or
 - (B) the validity of, or NZTR's title to, any applications for registration made by, or any registrations obtained by, NZTR, in respect of the NZTR IP
- (e) This clause 13 survives the termination of this Agreement.

14. PROMOTION, MARKETING, MEDIA AND SPONSORSHIP

- (a) The Slot Holder must refer to the Race in all promotions, marketing and media as “The NZB Kiwi”.
- (b) The Slot Holder:
 - (i) grants to NZTR and the Race Club a non-exclusive and royalty free licence (including a right to sub-licence) to use, reproduce, publish, and communicate to the public any Slot Holder Trademarks; and
 - (ii) must procure the written consent of the owner and trainer of its nominated horse for NZTR and the Race Club to use, reproduce, publish, and communicate to the public the name, and images of, the nominated horse, for the purposes of promoting, conducting, and broadcasting the Race (including any pre-Race and post-Race promotions and broadcasting).
- (c) The Slot does not provide the Slot Holder with any media or sponsorship rights in relation to the Race or in connection with the promotion of the Race, the running of the Race or the post-Race coverage of the Race. The Slot Holder cannot grant, sell or licence any media or sponsorship rights in relation to the Race to any third party.
- (d) The Slot Holder unconditionally and irrevocably assigns to NZTR on creation all Intellectual Property Rights, media rights and sponsorship rights it may have in connection with the promotion of the Race, the running of the Race and post-Race coverage of the Race including, without limitation, all media and sponsorship rights in respect of the:
 - (i) name and likeness of the Slot Holder and any owner(s) or trainer(s) of any horse accepted in the Race;
 - (ii) colours, logos and any other associated or identifying characteristics of the Slot Holder, owner(s), trainer(s) or horse; and
 - (iii) any other matter relating to the participation of the horse in the Race, as those items relate to the Race.
- (e) NZTR may market, promote, and advertise the Race in any manner, including by (without limitation) televising, broadcasting and / or recording the Race and the activities incidental to it, and broadcasting (on any platform including digital platforms), exhibiting and/or exploiting the same by any means now or hereafter including, without limitation, licensing such rights to others for uses approved by NZTR. The Slot Holder hereby expressly, irrevocably and perpetually waives on its behalf and on behalf of its Representatives (including the trainer(s)) any and all rights it may have in connection with any matter referred to in this clause. For the avoidance of doubt, this includes any such rights within New Zealand and internationally.

- (f) The Slot Holder may also market and promote the Race and Slot Holder's participation in the Race, with the prior written approval of NZTR and subject to the conditions in clause 13(b). The Slot Holder must obtain NZTR's prior written approval to the proposed use of any promotional or marketing material generated by the Slot Holder in relation to the Race.

15. CANCELLATIONS AND ALTERATIONS

- (a) To the fullest extent permitted by law, NZTR reserves the right to cancel or alter the Race or alter the conditions of the Race (including the alteration of these Terms and the Race Terms and Conditions, scheduled dates and times, or the date or location for the running of the Race) at any time and for any reason at its absolute discretion, without notice, including if:
 - (i) NZTR requires the relevant cancellation or alteration;
 - (ii) there is a Force Majeure event; or
 - (iii) in the case of any proposed alteration, it is reasonably necessary, appropriate or preferable to maximise the engagement of the Race or the economic benefit of the Race, or in connection with any other matter related to the Race.
- (b) NZTR will notify the Slot Holder of any cancellation or alteration referred to in clause 15(a) as soon as reasonably practicable. If the Race is cancelled, NZTR will refund the Slot Fee for the Relevant Year in accordance with clause 5(e).

16. CONFIDENTIALITY

- (a) The Slot Holder acknowledges all the information in, or provided by NZTR in relation to, the Agreement, including details of the Race, is confidential and the Slot Holder must not use, copy, modify or disclose such information to any third party (or permit others to do so) without NZTR's prior written consent, other than as necessary for the performance of the Slot Holder's rights and obligations under this Agreement or to the Slot Holder's Representatives who have a reason to know and who agree in writing to comply with the provisions of this clause 16.
- (b) The provisions of this clause 16 shall not apply to information that:
 - (i) is or comes into the public domain through no fault of the Slot Holder or its Representatives; or
 - (ii) is required by law, by court or governmental order to be disclosed provided that, to the extent permitted by law, prior to any disclosure, the Slot Holder notifies NZTR and, at NZTR's request and cost, assists NZTR in opposing any such disclosure.
- (c) The Slot Holder must not, directly or indirectly, disclose any information, make or publish any statement or photograph or do any other thing (whether physically, electronically, verbally, in writing, online or offline) which may disparage, harm, prejudice or adversely affect NZTR's brand or reputation or bring embarrassment and/or disrepute to NZTR in any manner whatsoever, as determined by NZTR in its sole discretion.

17. PRIVACY

- (a) The Slot Holder consents to NZTR collecting the Slot Holder's personal information.
- (b) NZTR may share the Slot Holder's personal information with third parties for any purpose related to this Agreement or the Race, including but not limited to:
 - (i) NZTR's related entities;
 - (ii) the Race Club;
 - (iii) the Race Committee; and
 - (iv) any other third parties and regulatory bodies including but not limited to agents, contractors and service providers (including for the purposes of marketing or promoting the Race and / or the inclusion on any register of Slot Holders maintained by NZTR or the Race Club).
- (c) NZTR may collect and use the Slot Holder's personal information including the Slot Holder's contact details to send the Slot Holder (by telephone, email, SMS or mail) communications about the Race, promotions and other events. The Slot Holder can opt out of these communications at any time by following the unsubscribe link in the message NZTR sends or by emailing NZTR at marketing@nztr.co.nz.
- (d) NZTR's privacy policy, which is available at loveracing.nz/Privacy or by emailing office@nztr.co.nz, explains more about the types of personal information NZTR usually collects and how NZTR handles personal information. It also sets out how the Slot Holder can seek access to, and correction of, its personal information. Further information is available at privacy.org.nz, including how to make a privacy complaint.

18. LIMITATION OF LIABILITY

- (a) Except for any liability that cannot by Law be excluded, each of NZTR and the Race Club (including their respective officers, employees and agents) exclude all liability (including negligence) for any Loss arising in any way out of, or in relation to, the Slot, the conduct, promotion or marketing of the Race or this Agreement, including but not limited to:
 - (i) any variation in prizemoney set out in the Race Terms and Conditions;
 - (ii) any cancellation or alteration to the Race under these Terms, the Race Terms and Conditions or the Rules;
 - (iii) any Private Arrangement;
 - (iv) any tax liability incurred by the Slot Holder, owner or trainer of the horse including under any Private Arrangement; and
 - (v) any dispute or disagreement between the Slot Holder and the owner(s) and trainer(s) of any horse or Emergency Horse, including in relation to distribution of prizemoney.

- (b) To the extent permitted by Law, all conditions, warranties, guarantees, rights, remedies, liabilities, and other terms implied or conferred by Law that impose any liability or obligation on NZTR or the Race Club are excluded under this Agreement.
- (c) If a supply under this Agreement is a supply of goods or services to a consumer within the meaning of the New Zealand Consumer Law, nothing contained in this Agreement excludes, restricts or modifies the application of any provision which cannot be excluded, restricted or modified by Law, provided that, to the extent that the New Zealand Consumer Law permits each of NZTR and the Race Club (or either of them) to limit its liability, then NZTR or the Race Club's (as applicable) liability shall be limited to supplying the Slot again or payment of the cost of having the Slot supplied again.
- (d) The Slot Holder releases, waives against and discharges NZTR and the Race Club, to the fullest extent permitted under Law, from any Claims or Loss arising from or due to personal injuries or property damages of any kind or description to any person, property or horse owned or controlled by the Slot Holder (or any owner or trainer of any horse nominated by the Slot Holder or any Emergency Horse) occurring during the Race or related to the Race.

19. DISPUTE RESOLUTION

- (a) This clause applies to any dispute or difference arising out of, or in any way in connection with, this Agreement, or the conduct of a party in relation to the subjectmatter of this Agreement at any time (**Dispute**).
- (b) A party must not commence any court proceedings in relation to a Dispute unless it first complies with this clause, except:
 - (i) to seek urgent interlocutory relief; or
 - (ii) if the Dispute relates to a failure by the other party to comply with this clause.
- (c) If a Dispute arises, a party may give a notice in writing to the other party (**Dispute Notice**) specifying:
 - (i) particulars of the Dispute; and
 - (ii) the position which the party believes is correct.
- (d) Where a Dispute Notice has been received pursuant to clause 19(c), the parties must meet as soon as reasonably practicable and negotiate in good faith to attempt to resolve the Dispute informally.
- (e) If the parties are unable to resolve the Dispute by negotiation within 10 Working Days after the date of the Dispute Notice, either party may refer the Dispute to mediation in accordance with the rules of mediation of the New Zealand Dispute Resolution Centre (**Referral**).
- (f) If the Dispute is referred to mediation and not resolved by mediation within 10 Working Days of the Referral or any longer time which the parties may agree, either party may proceed to seek relief from a court.
- (g) The parties acknowledge that the purpose of any exchange of information or documents or the

making of any offer of settlement is solely to attempt to settle the Dispute between the parties and is provided or made on a 'without prejudice' basis.

- (h) No party may use any information or documents obtained through the dispute resolution process established by this clause for any purpose other than an attempt to settle such Dispute.

20. GST

- (a) The Slot Fees, or any other consideration for any supply under or in connection with this Agreement is exclusive of GST.
- (b) To the extent that a Slot or any supply made under or in connection with this Agreement is a taxable supply, the Slot Holder must pay, in addition to the Slot Fees or any other consideration to be provided under this Agreement for that supply (unless it expressly includes GST) an amount (**additional amount**) equal to the amount of the Slot Fee or any other consideration (or its GST exclusive market value) multiplied by the rate of GST. The Slot Holder must pay the additional amount at the same time as the Slot Fee or other consideration is due provided that the NZTR gives the Slot Holder a taxable supply information for the supply.
- (c) If a party is entitled under this Agreement to be reimbursed or indemnified by another party for a cost or expense incurred in connection with this Agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which any input tax credit may be claimed by the party being reimbursed or indemnified, or by its representative member.
- (d) The Slot Holder releases and discharges NZTR, to the fullest extent permitted under any Law, from any Claims or Loss arising from, in connection with or related to:
 - (i) any supply made under or in connection with a Private Arrangement that is not a taxable supply on which GST is imposed; or
 - (ii) any supply made under or in connection with a Private Agreement at a time which a party to that Private Arrangement is not or will not be registered for GST.

21. TAXES

- (a) The Slot Holder must pay all amounts due to NZTR under or in connection with this Agreement without any deduction or withholding for or on account of taxation, unless a Tax Deduction is required by Law.
- (b) If a Tax Deduction is required to be made from an amount due under this Agreement, the Slot Holder must make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed in the amount required by Law.
- (c) If a Tax Deduction is required by Law to be made from an amount due under this Agreement, then the Slot Holder shall be liable to pay an additional amount to NZTR in order that after the Tax Deduction, NZTR will receive an amount equal to the aggregate Fee.
- (d) In this clause 21, Tax Deduction means an amount deducted or withheld from a payment (whether by way of set off or otherwise) for or on account of any Withholding Tax.

22. GENERAL MATTERS

- (b) Neither NZTR nor the Race Club will reimburse any expenses (including travel expenses) incurred by owner(s) and trainer(s) in relation to horses being selected to complete in the Race.
- (c) All references to currency are to New Zealand Dollars (\$NZD).
- (d) Nothing in this Agreement creates a joint venture, agency, partnership, or common enterprise between any of NZTR, the Race Club or the Slot Holder.
- (e) A notice, demand, consent, approval or communication under this Agreement (**Notice**) must be:
 - (i) in writing, in English and signed by a person duly authorised by the sender; and
 - (ii) hand delivered or sent by prepaid post or email to the recipient's address for Notices specified in this Agreement, as varied by any Notice given by the recipient to the sender.
- (f) A Notice given in accordance with clause 22(d) takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, the sixth Working Day after the date of posting (or the tenth Working Day after the date of posting if posted to or from a place outside New Zealand); or
 - (iii) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee, but if the delivery, receipt or transmission is not on a Working Day or is after 5.00pm on a Working Day, the Notice is taken to be received at 9.00am on the next Working Day.
- (g) The Slot Holder is liable for the actions and omissions of any of its heirs, Representatives, permitted successors and assigns.
- (h) This Agreement, the Race Terms and Conditions, and the Rules contain the entire agreement between NZTR and the Slot Holder with respect to the subject matter and supersede all earlier conduct and communications by the parties with respect to its subject matter.
- (i) This Agreement may be executed in counterparts. All executed counterparts constitute one document.
- (j) A party may sign electronically a soft copy of this Agreement and bind itself accordingly. This will satisfy any statutory or other requirements for this Agreement to be in writing and signed by that party. The parties intend that:
 - (i) any soft copy so signed will constitute an executed original counterpart, and any printout of the copy with the relevant signatures appearing will also constitute an

executed original counterpart; and

- (ii) where a party prints out this Agreement after all parties that are signing electronically have done so, the first print-out by that party after all signatories who are signing electronically will also be an executed original counterpart of this Agreement. Each signatory confirms that their signature appearing in the Agreement, including any such print-out (irrespective of which party printed it), is their personal signature authenticating it.
- (k) Part or all of a provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining parts of the provision or provisions of this Agreement continue in force.
- (l) Any term by its nature intended to survive termination of this Agreement survives termination of this Agreement.
- (m) This Agreement is governed by the law of New Zealand and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of New Zealand.

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