RACING QUEENSLAND – QUEENSLAND OFF-THE-TRACK GRANTS PROGRAM

VETERINARY AND REHABILITATION GRANT GUIDELINE

GRANT ROUND 5 – APRIL 2026

GUIDELINE CONTENTS

- ABOUT THE GRANT
- GRANT OBJECTIVES
- FUNDING
- ASSESSMENT CRITERIA
- ELIGIBILITY CRITERIA
- FREQUENTLY ASKED QUESTIONS
- EXAMPLE OF QOTT GRANT FUNDING DEED

ABOUT THE GRANT

The QOTT Veterinary and Rehabilitation Grant aims to support not-for-profit organisations and charities that provide a lifelong safety net for retired racehorses and have a proven record of rehabilitating and rehoming, into suitable long-term homes, retired racehorses that have previously transitioned from the racing industry and become vulnerable or at-risk at later stages of their lives.

GRANT OBJECTIVES

The objectives of the QOTT Veterinary and Rehabilitation Grant are to:

- Support not-for profit organisations and charities with the costs associated with the veterinary treatment of retired racehorses that have previously transitioned from the racing industry into the domestic horse community, but have become vulnerable or at risk at later stages of their lives, and require veterinary treatment and rehabilitation, prior to being placed into suitable, long-term homes.

For the purposes of the QOTT Veterinary and Rehabilitation Grant, a ***'retired racehorse that has previously transitioned from the racing industry'*** means a:

a. Thoroughbred or Standardbred that is, or has been, or is eligible to be, registered for thoroughbred or harness racing in Australia; and

b. the horse both retired from racing, race training and/or breeding, and left the care of a registered or licensed racing industry participant, more than twelve (12) months ago (as per Racing Australia or Harness Racing Australia records).

FUNDING

Eligible organisations can apply for funding to assist with the costs associated with the veterinary treatment of retired racehorses for the purpose of meeting the objectives of the QOTT Veterinary and Rehabilitation Grant.

Eligible organisations can submit one (1) application for funding to a maximum total value of fifty thousand dollars **$50,000** (GST exclusive).

Of the total amount of funding that may be awarded to a successful organisation, the maximum total amount of funding that can be spent on the veterinary treatment for any one (1) individual retired racehorse is capped at five thousand dollars $5,000 (GST exclusive) per retired racehorse.

ASSESSMENT CRITERIA

Applications will be assessed against the following four (4) criteria:

1. Organisation background.	20%
2. Provision of supporting documentation and data.	30%
3. Organisation outlines how objectives align with the objectives of the grant and demonstrates how those objectives will be achieved. Performance under any previous QOTT Program Grant will also be considered by the QOTT Grants Panel (if applicable).	40%
4. Ability to promote the QOTT Program.	10%

ELIGIBILITY CRITERIA

To be eligible to apply for the QOTT Veterinary and Rehabilitation Grant, the organisation must:

- be an Australian incorporated not-for-profit organisation or charity that is currently registered with the Australian Charities and Not-for-profits Commission and operates at an address in Queensland, Australia; and
- have up-to-date annual reporting (i.e. no overdue reports) at the time of application, as noted on the Australian Charities and Not-for-profits Commission website; and
- operate with the primary function of rehoming retired racehorses; and
- have been operating for a minimum of twelve (12) months prior to the date of application and have a proven record of rehabilitating and rehoming, into suitable long-term homes, retired racehorses that have previously transitioned from the racing industry and become vulnerable or at-risk at later stages of their lives; and
- The organisation, any person(s) responsible for its day-to-day operation, and any associated responsible persons as defined by the Australian Charities and Not-for-profits Commission, must not have been the subject of a compliance or direction notice issued by the RSPCA, police or any other state or territory government entity in relation to an animal welfare matter, nor been charged with, or found guilty of, an animal welfare or animal cruelty offence; and
- Licensed Race Clubs are ineligible to apply.

RACING QUEENSLAND - QUEENSLAND OFF-THE-TRACK GRANTS PROGRAM

FREQUENTLY ASKED QUESTIONS

WHEN WILL THE QOTT GRANT APPLICATIONS OPEN AND CLOSE?

Applications will open at 2:00pm (AEST) on 27 April 2026 and close at 5:00pm (AEST) on 20 May 2026.

HOW DO I APPLY FOR A GRANT?

Complete and submit an application for a QOTT grant through the SmartyGrants platform at https://racingqueensland.smartygrants.com.au/

Incomplete or late applications will not be considered.

Applicants will receive a confirmation email from SmartyGrants acknowledging receipt of your application with a PDF copy of your submission attached.

HOW DO I CREATE A SMARTYGRANTS USER ACCOUNT?

Instructions on how to create a SmartyGrants user account and submit an application are available at: http://applicanthelp.smartygrants.com.au/help-guide-for-applicants/

HOW WILL MY GRANT APPLICATION BE ASSESSED?

The QOTT Grant assessment process will comprise of the following three phases:

Phase 1:	**Initial Eligibility Assessment:** Applications will be checked for eligibility.
Phase 2:	**QOTT Grants Panel Evaluation:** Applications will be evaluated by the QOTT Grants Panel, which will be comprised of (3) people.
Phase 3:	**Approval:** The decision to award grant funding will be made by Racing Queensland (RQ), on the recommendation of the QOTT Grants Panel.

WHEN WILL I KNOW THE OUTCOME OF MY APPLICATION?

Racing Queensland (RQ) will notify each applicant in writing regarding the outcome of their application, whether successful or unsuccessful, within thirty (30) business days of the QOTT grant round closing date. Applicants will receive this notification via the email address submitted in their application.

For successful applications, the QOTT Grants Panel may recommend part-funding or full-funding, depending on the quality of the application and/or demand for available funds.

All decisions are final.

IF MY APPLICATION IS SUCCESSFUL WHAT ARE THE NEXT STEPS?

Successful applicants will receive a RQ Grant Funding Deed outlining the terms under which the grant funding is offered. The RQ Grant Funding Deed will form a legally enforceable agreement between RQ and the successful applicant in relation to the grant. An example of a RQ Grant Funding Deed is included in this guideline.

To accept the offer of grant funding, successful applicants must return a signed copy of the RQ Grant Funding Deed within five (5) business days of receiving the RQ Grant Funding Deed.

Details of successful applicants, including funding awarded, will be announced via a media release issued by RQ and published on the QOTT Program page of the RQ website, as well as in RQ's Annual Report.

HOW QUICKLY WILL I RECEIVE PAYMENT?

Grant recipients must provide RQ with an invoice issued by the recipient when the signed copy of the RQ Grant Funding Deed is returned to RQ.

In accordance with the RQ Grant Funding Deed, grant funding will be transferred by Electronic Funds Transfer (EFT) within thirty (30) business days from RQ's receipt of a compliant invoice.

WHAT ARE THE TIMEFRAMES TO COMPLETE THE APPROVED FUNDED ACTIVITES?

Grant recipients will have nine (9) months to commence and complete the approved funded activities.

Grant recipients must not commence the approved funded activities until the commencement date noted in the RQ Grant Funding Deed. Approved funded activities must be completed by the expiry date noted in the RQ Grant Funding Deed.

Grant recipients will be required to complete a QOTT Grant Final Acquittal Report via SmartyGrants at the conclusion of the grant round, in accordance with the RQ Grant Funding Deed.

CAN I ALTER THE APPROVED FUNDED ACTIVITIES AFTER RECEIVING A GRANT?

Grant recipients are not permitted to vary the approved funded activities and must expend grant funding provided only on approved funded activities as defined, and in accordance with, the RQ Grant Funding Deed.

In accordance with the RQ Grant Funding Deed, grant recipients may be required to repay grant funding that is:

- not expended within the timeframe specified in the RQ Grant Funding Deed;
- spent on items or activities that are not approved funded activities, as defined in the RQ Grant Funding Deed.

WHO DO I CONTACT WITH QUESTIONS ABOUT THE GRANT?

Please contact RQ's QOTT team via email at offthetrack@racingqueensland.com.au or via telephone on (07) 3869 9777 (select option 6).

GRANT FUNDING DEED
QOTT VETERINARY AND REHABILITATION GRANT

EXAMPLE

BACKGROUND

A. The Racing Queensland Board ABN 80 730 390 733 (**RQ**) operates grant programs to support and benefit retired racehorses.

B. The Queensland Off-The-Track (**QOTT**) Program is RQ's official equine aftercare program.

C. The Organisation (**Recipient**) operates with the primary function of rehoming retired racehorses and has a proven record of rehabilitating and rehoming, into suitable long-term homes, retired racehorses that have previously transitioned from the racing industry and become vulnerable or at-risk at later stages of their lives.

D. The Recipient applied for the QOTT Veterinary and Rehabilitation Grant (**Grant**).

E. RQ has approved the Recipient for the Grant in accordance with this Grant Funding Deed (**Deed**).

GRANT DETAILS SCHEDULE 1

ITEM 1 **GRANTOR**	**Name:**	The Racing Queensland Board (trading as **Racing Queensland**) ABN 80 730 390 733 The Queensland Off-The-Track (**QOTT**) Program is Racing Queensland's (**RQ**) official equine aftercare program.
	QOTT Program Manager:	Kim Duffy, Senior Animal Care Manager
	Email Address:	offthetrack@racingqueensland.com.au
	Postal Address:	P.O. Box 63, Sandgate QLD 4017
ITEM 2 **RECIPIENT**	**Organisation Name:**	XXXX
	ABN or ACN:	XXXX
	Organisation Address:	XXXX
	Mailing Address:	XXXX
	Head of Organisation:	XXXX
	Position Title:	XXXX
	Contact Number:	XXXX
	Email Address:	XXXX
ITEM 3 **GRANT FUNDING**	**Grant Name:**	**QOTT Veterinary and Rehabilitation Grant**
	Grant Funding:	**$XXXX** (excluding GST)
	Commencement Date:	July 1, 2026
	Expiry Date:	March 31, 2027
ITEM 4 **FUNDED ACTIVITIES**	(A) For the purpose of the QOTT Veterinary and Rehabilitation Grant, a **'retired racehorse that has previously transitioned from the racing industry'** or **'retired racehorse'** means a: (i) Thoroughbred or Standardbred that is, or has been, or is eligible to be, registered for thoroughbred or harness racing in Australia; and (ii) the horse both retired from racing, race training and/or breeding, and left the care of a registered or licensed racing industry participant, more than twelve (12) months ago (as per Racing Australia or Harness Racing Australia records). (B) The Grant Funding awarded to the Recipient can only be used to assist the Recipient with costs associated with the following: (i) veterinary treatment for retired racehorses. (C) Of the total amount of funding awarded to the Recipient under ITEM 3, the maximum total amount of funding that can be spent on the veterinary treatment for any one (1) individual retired racehorse is capped at five thousand dollars $5,000 (GST exclusive) per retired racehorse. (D) Veterinary treatment must only be performed by a veterinarian registered with a relevant Australian Veterinary Surgeons Board.	

EXAMPLE

	(E) Retired racehorses must remain domiciled in Queensland while receiving veterinary treatment. (F) The Grant Funding offers a capped amount of funding to assist the Recipient with the cost of veterinary treatment for retired racehorses. The actual cost of and payment for any veterinary treatment for retired racehorses remains a matter between the Recipient and the supplier providing those products and services. (G) The Recipient is responsible for any and all costs incurred in relation to the veterinary treatment for retired racehorses, including any costs associated with subsequent veterinary treatment, whether or not arising as a result of the initial veterinary treatment.
ITEM 5 **FINAL ACQUITTAL REPORTING**	**QOTT Grant Final Acquittal Report Due:** XXXX The Recipient must complete and submit one (1) QOTT Grant Final Acquittal Report via SmartyGrants, in accordance with clause 7.
ITEM 6 **TRADEMARKS**	QUEENSLAND OFF THE TRACK

EXAMPLE

FUNDING DEED
TERMS AND CONDITIONS

1. DEFINITIONS & INTERPRETATION

1.1 In this Deed, the following definitions apply:

Associates include employees, directors, representatives, volunteers and contractors.

Australian Accounting Standards means the relevant standards and requirements published by the Australian Accounting Standards Board.

Business Day means 9:00am to 5:00pm (AEST) on a day other than a Saturday, Sunday or public holiday in Brisbane.

Claim includes any claim, action, proceeding, demand, liability, obligation, costs, loss, damages and expenses including legal expenses.

Deed means this document and any schedules and attachments.

GST has the same meaning as defined in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights includes all present and future rights in relation to copyright, trademarks, designs, patents, trade, business or company names, trade secret, confidential or other proprietary rights, or any rights to registration of such rights whether created before or after the date of this Deed, and whether existing in Australia or otherwise.

Personal Information has the meaning given in the *Information Privacy Act 2009* (Qld).

Tax Invoice has the same meaning as defined in the GST Act.

1.2 Capitalised terms used without definition shall have the meanings assigned to them in the Grant Details Schedule 1.

1.3 In this Deed:

(A) a reference to a person includes a reference to corporations and other entities recognised by law;

(B) all monetary amounts refer to Australian currency;

(C) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;

(D) the singular includes the plural and vice versa and words importing one gender include a reference to all other genders;

(E) a covenant or Deed on the part of two or more persons will be deemed to bind them jointly and severally; and

(F) where the day on or by which any act, matter or thing is to be done is not a Business Day, the act, matter or thing may be done on the next Business Day.

2. GRANT FUNDING TERM

2.1 This Deed starts on the Commencement Date and, unless terminated earlier, will expire on the Expiry Date.

3. APPLICABLE TERMS

3.1 The documents forming this Deed are:

(A) Grant Details Schedule; and

(B) these Funding Deed Terms and Conditions.

3.2 To the extent of any inconsistency, the documents listed higher in clause 3.1 will have priority over documents listed lower.

EXAMPLE

4. APPROVALS AND COMPLIANCE

4.1 This Deed constitutes the entire Deed between the parties in relation to the Grant and supersedes all prior negotiations, arrangements and Deeds.

4.2 Each party must do all things reasonably required to give effect to this Deed.

4.3 The Recipient must ensure that it has all necessary approvals in order to be able to perform the Funded Activities.

4.4 The Recipient shall, in carrying out the Funded Activities, comply with the provisions of any relevant statutes, regulations, by-laws and requirements of any applicable Commonwealth, State, Territory or local authority.

5. OBLIGATIONS OF THE RECIPIENT

5.1 The Recipient must:

(A) expend the Grant Funding provided only on the Funded Activities defined at ITEM 4;

(B) perform the Funded Activities in accordance with this Deed;

(C) not vary the Funded Activities;

(D) complete the Funded Activities by the Expiry Date;

(E) not do anything or become involved in any situation which, in the reasonable opinion of the Grantor, reflects unfavourably upon the Grantor or the State and/or the Funded Activities;

(F) comply with all applicable Commonwealth and State laws and regulations, including obtaining and maintaining any license or authorisation required for the Recipient to carry out the Funded Activities;

(G) always act and operate within the enforced *Animal Care and Protection Act 2001* (Qld);

(H) immediately notify the Grantor in writing:

(i) if there are any significant delays or difficulties in performing the Funded Activities in accordance with this Deed and provide an explanation of those matters;

(ii) if the Recipient is unable to accomplish the Funded Activities within the monetary limit of the Grant or by the Expiry Date and provide an explanation of those matters;

(iii) of any matter that may affect the Recipient's eligibility to continue to carry out the Funded Activities;

(iv) of any allegation of misconduct or dishonesty concerning the Recipient;

(v) if any significant issue comes to its attention regarding its compliance with this Deed; and

(vi) of any issues regarding compliance with any laws concerning the provision or use of the Grant whether by an officer, employee, director, representative, volunteer or contractor engaged by the Recipient.

5.2 Unless otherwise provided for in this Deed, no party will assign, novate, transfer, encumber or subcontract any or all of its rights or obligations under this Deed.

6. RECIPIENT ELIGIBILITY CRITERIA

6.1 In order to be eligible for the Grant Funding, the Recipient must at all relevant times, including during the Grant Funding Term, meet the following eligibility criteria:

(A) be an Australian incorporated not-for-profit organisation or charity that is currently registered with the Australian Charities and Not-for-profits Commission;

(B) operate at an address in Queensland, Australia;

(C) utilise OTT horses as therapy aids to provide professional therapy or rehabilitation programs to community groups or individual persons;

(D) have up-to-date annual reporting (i.e. no overdue reports), as noted on the Australian Charities and Not-for-profits Commission website; and

EXAMPLE

(E) must not (including any person(s) responsible for its day-to-day operation, and any associated responsible person(s) as defined by the Australian Charities and Not-for-profits Commission), be the subject of a compliance or direction notice issued by the RSPCA, police or any other state or territory government entity in relation to an animal welfare matter, nor been charged with, or found guilty of, an animal welfare or animal cruelty offence.

7. QOTT GRANT FINAL ACQUITTAL REPORT

7.1 The Recipient must complete and submit to the Grantor a QOTT Grant Final Acquittal Report via the online form in SmartyGrants (in accordance with the format set out in Appendix 1 in this Agreement) within ten (10) Business Days from the Expiry Date.

7.2 The Recipient grants the Grantor the rights to use the information and content provided in the QOTT Grant Final Acquittal Report, including photos, across the Grantor's various media channels, which may include, but is not limited to, the Grantor's website, promotional material and social media channels.

7.3 All photos provided to the Grantor must be high resolution in quality.

7.4 If the Recipient fails to submit and/or complete the QOTT Grant Final Acquittal Report, to the reasonable satisfaction of the Grantor, then the Recipient:

(A) shall be in material breach of this Deed and the Grant Funding provided by the Grantor must be repaid to the Grantor in full, within fourteen (14) Business Days of receipt of a repayment notice from the Grantor; and

(B) may, at the Grantor's sole discretion, be ineligible for any future grant and/or funding from the Grantor.

8. ROLE OF THE GRANTOR

8.1 The Grantor is not involved with the operation or management of the Recipient's organisation, or business, or the Funded Activities.

8.2 All matters related to the procurement of and payment for the Funded Activities and any associated costs is the sole responsibility of the Recipient.

8.3 The Grantor may, in its sole discretion, cancel the QOTT Therapy Horse Grant, or cancel the Recipient's participation in the QOTT Therapy Horse Grant for any reason or at any time. The Grantor will not be responsible for any loss, cost, damage, or liability that may arise as a result.

8.4 The Recipient acknowledges that the Grantor makes no representations about future Grant Funding and there is no obligation on the Grantor to provide future Grant Funding to the Recipient in respect of any matter.

9. RECORDS AND REPORTING

9.1 The Recipient must at all times keep proper and adequate records of expenditure and evidence pertaining to the Funded Activities specified at ITEM 4.

9.2 Throughout the Grant Funding Term, QOTT may request regular updates from the Recipient in regard to the progress of the Funded Activities.

9.3 The Recipient must complete one (1) QOTT Grant Final Acquittal Report, as outlined in clause 7.

9.4 The Grantor reserves the right to amend or add any other information required for the Recipient to report on as part of the QOTT Therapy Horse Grant, including progress monitoring during the Grant Funding Term and the QOTT Grant Final Acquittal Report.

9.5 The records required must be retained by the Recipient for a period of twelve (12) months after the Expiry Date, or longer if required by law.

9.6 If the Grantor requests the Recipient, in writing, to provide any document, invoice or receipt relevant to the Funded Activities, the Recipient must provide the document, invoice or receipt to the Grantor within ten (10) Business Days of the request.

10. ENTITLEMENT TO GRANT

10.1 The Recipient acknowledges that it has no entitlement to the Grant other than as expressly set out in this Deed.

EXAMPLE

10.2 If, as at the Expiry Date or earlier termination of this Deed, any Grant Funding is unspent, the Grantor may provide written notice to the Recipient to repay the unspent Grant Funding as set out in the notice. The Recipient must repay to the Grantor the amount set out in the notice within fourteen (14) Business Days of receipt of the repayment notice.

10.3 If, at any time throughout the term of the Deed, the Grantor forms the reasonable opinion or otherwise becomes aware that:

(A) any part of the Grant Funding has been used, spent or committed by the Recipient other than in accordance with this Deed; or

(B) the Grantor has made payments of the Grant Funding, or otherwise, to which the Recipient is not entitled to (in whole or part); or

(C) the Recipient does not meet the eligibility requirements set out in clause 6;

the Grantor may, by written notice to the Recipient, require the Recipient to repay that part of the Grant Funding, and the Recipient must repay to the Grantor the amount set out in the notice within fourteen (14) Business Days of receipt of the notice.

11. GRANT FUNDS MANAGEMENT

11.1 The Recipient must not, use any part of the Grant Funding to:

(A) provide security for any purpose;

(B) make a loan or gift for any purpose;

(C) pay sitting fees to directors, investors, committee members, members involved in the Recipient's business, or any other person; or

(D) make payments that are inconsistent with the Funded Activities.

11.2 The Recipient's accounting system must be structured to:

(A) enable the expenditure of Grant Funding to be properly and accurately identified, sourced, traced and reported upon to the Grantor; and

(B) ensure appropriate internal controls are in place to identify and prevent misuse or misappropriation of Grant Funding.

11.3 Each party must pay its own costs of and incidental to the negotiation, preparation and execution of this Deed.

12. PAYMENT OF GRANT FUNDS

12.1 **INVOICE FOR THE GRANT FUNDING**

The Recipient must provide the Grantor with a Tax Invoice issued by the Recipient along with this signed Deed within five (5) Business Days of receipt of the Deed.

12.2 **CONTENTS OF INVOICE**

The Recipient's Tax Invoice must:

(A) be addressed and issued to the Grantor; and

(B) comply with the requirements for a Tax Invoice (as that term is defined in the GST Act).

12.3 **ASSESSMENT OF INVOICE**

(A) If the Grantor is satisfied a Tax Invoice is compliant with this Deed, the Grantor will pay the Recipient the Grant Funding in the timeframe referred to in clause 12.4(b).

(B) If the Grantor disputes any part of a Tax Invoice, the Grantor may withhold payment of the disputed portion of the Invoice until the dispute is resolved.

(C) The Grantor may set-off any amount owed to the Recipient by the Grantor from any amount owed by the Recipient to the Grantor, under this Deed or any other Deed.

12.4 **PAYMENT**

(A) All payments to be made by the Grantor to the Recipient will be made by electronic funds transfer to the bank account nominated by the Recipient.

EXAMPLE

(B) The Grantor will pay the Recipient any amounts owing under this agreement within fourteen (14) Business Days of receiving an invoice from the Recipient.

12.5 **GST**

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under the agreement are exclusive of GST.

13. CONFIDENTIALITY AND PRIVACY

13.1 The Recipient must not make any public statement in relation to this Deed without the prior written consent of the Grantor.

13.2 In this Deed, 'Confidential Information' of a party means the terms and conditions of this Deed and all other documents, information, know-how and data (whether verbal or in writing) in relation to the party or its businesses, which is marked "confidential" or would reasonably be regarded as confidential. It does not include information which:

(A) comes into the public domain other than as a result of a breach of this Deed; or

(B) a party can prove was already known to it at the time of disclosure by the other party or its representative.

13.3 Each party acknowledges that it may obtain the other party's Confidential Information and agrees that:

(A) It must use the Confidential Information strictly for the purpose for which it has been provided; and

(B) It must not disclose any of the other party's Confidential Information without that party's prior written consent, unless disclosure is required by law, a relevant government agency or authority, the listing rules of an applicable stock exchange, or as permitted under this Deed.

13.4 A party may disclose the other party's Confidential Information to its officers, employees, directors, investors, representatives, volunteers, agents, contractors, professional advisers and insurers on a confidential basis and only to the extent necessary to comply with its obligations or exercise its rights under this Deed.

13.5 For the avoidance of doubt, nothing limits the Grantor's ability to make public statements in relation to the Deed or the provision of the Grant to the Recipient.

13.6 If a party discloses Confidential Information of the other party under one of the exceptions listed in clause 13.2, the disclosing party must take reasonable steps to maintain the confidentiality of the information.

13.7 The Recipient acknowledges that information relating to this Deed is potentially subject to disclosure to third parties under the *Right to Information Act 2009* (Qld).

13.8 Where the Recipient has access to Personal Information in relation to this Deed, it must comply with:

(A) any legislative requirements about Personal Information that apply to the Recipient;

(B) Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld), in relation to the discharge of its obligations under this Deed as if the Recipient was the Grantor; and

(C) other privacy and security measures as the Grantor reasonably advises the Recipient in writing from time to time.

13.9 The Recipient must immediately notify the Grantor upon becoming aware of any breach of this clause 13.

13.10 The Grantor may use the Recipient's personal information in accordance with the Grantor's Privacy Policy (https://www.racingqueensland.com.au/privacy-policy). The Recipient must read and agree to the Grantor's Privacy Policy.

13.11 The Grantor and the Recipient will make every reasonable effort to ensure that their Associates are aware of and comply with the obligations in this clause 13.

14. INTELLECTUAL PROPERTY

14.1 Nothing in this Deed effects a change in ownership of Intellectual Property Rights in material that exists as at the Commencement Date and is supplied by a party to the other for the purpose of this Deed.

EXAMPLE

15. TRADEMARK USAGE

15.1 The Grantor may use the Recipient's logos and trademarks, including those listed in ITEM 6, during the Grant Funding Term of this Deed for the purpose of promoting and marketing the Grantor's involvement as a Grantor at its sole discretion.

15.2 The Recipient must not use, nor permit any third party to use, any logos or trademarks belonging to the Grantor unless such use has been authorised by the Grantor in accordance with clause 16 of this Deed or otherwise approved by the Grantor in writing.

15.3 Both parties acknowledge and agree that no party has any right, title, or interest in the logos or trademarks of the other party, except the rights to use the other party's logos and trademarks as provided in this Deed and nothing in this Deed, will be construed as an assignment or grant to one party of any intellectual property, right, title, or interest in the logos or trademarks of the other party.

16. PROMOTION AND MARKETING

16.1 The Recipient agrees not to release any advertising, marketing, or promotional materials in any medium that:

(A) makes any reference to the Grantor;

(B) suggests any Grant Funding in relation to the Grant by the Grantor; or

(C) displays any logo or trademark belonging to the Grantor

unless those materials have been approved by the Grantor in writing (the **Approved Material**)

16.2 The Recipient must ensure that all Approved Material:

(A) makes clear and unequivocal reference to the nature of the Grantor's relationship with the Recipient and the Grant;

(B) complies with all applicable laws, codes of conduct and industry standards; and

(C) complies with any quality standards reasonably required by the Grantor from time to time.

16.3 The Recipient must:

(A) only use the Approved Material in connection with the advertising, marketing or promotion of the Grant;

(B) not use the Approved Material or promote the Grant or the Grantor in such a manner that may be reasonably considered confusing to the public in respect of the products, services or activities for which the Recipient has been granted the right to use the Approved Materials or promote the Grant;

(C) not use the Approved Material in a manner which may be prejudicial to the Grantor; and

(D) not permit any trade name, logo or other mark denoting or identifying any third party or third party's product or service to be affixed to or form part of any materials displaying any of the Approved Material or promoting this Grant arrangement, without the Grantor's prior written consent.

16.4 The Recipient must provide the Grantor with at least five (5) Business Days to review and approve, reject, or require any amendment to the proposed Approved Material, prior to the proposed publication or use of the Approved Material.

16.5 The Recipient is not authorised to speak or make representations on behalf of the Grantor.

16.6 The Recipient provides consent to RQ to promote the Grant across the Grantor's various media channels, which may include, but is not limited to, the Grantor's website, promotional material and social media channels.

17. LIABILITY

17.1 To the maximum extent permitted by law, the aggregate liability of the Grantor arising under or in connection with this Deed (whether in contract, tort (including negligence), statute, equity or otherwise) is limited to the value of the Grant Funding.

17.2 Neither party is liable to the other for any indirect or consequential loss, loss of profit, loss of revenue, loss of contract value, loss of anticipated profit, or damages for lost opportunity or loss of data.

EXAMPLE

18. INDEMNITY

18.1 The Recipient indemnifies the Grantor, its officers, employees, agents, contractors and volunteers (**Indemnified Parties**) against any claims, liabilities, losses, and costs (including reasonable legal costs) (**Loss**) from:

(A) any negligent or unlawful act or omission of the Recipient, its officers, directors, employees, representatives, contractors, volunteers or agents;

(B) any breach of this Deed by the Recipient (including warranties);

(C) any infringement by the Recipient of any rights (including intellectual property rights and moral rights) of any person;

(D) any defects in any goods or services provided by the Recipient or in connection with any activities carried out by the Recipient; and

(E) any injury to or death of a natural person, or any loss of or damage to the real or personal property of the Grantor or a third party, caused or contributed to by the Recipient, its employees, directors, representatives, contractors, agents or volunteers,

except to the extent that the Loss is caused by a breach of this Deed by the Grantor or the negligent act or omission of any Indemnified Party.

18.2 These indemnity obligations survive the termination or expiry of this Deed.

19. INSURANCE

19.1 It is the responsibility of the Recipient to effect and maintain at their own expense appropriate business, property and personal insurance cover.

20. TERMINATION

20.1 The Grantor may, by notice in writing, terminate this Deed if in the Grantor's reasonable opinion, the Recipient:

(A) has breached any term of this Deed and fails to remedy the breach within five (5) Business Days of receiving written notice from the Grantor requesting the Recipient to do so;

(B) becomes ineligible for the Grant, as specified in clause 6;

(C) has breached and/or remains in breach of a material term of another QOTT Grant Funding Deed entered into by the parties;

(D) provides false or misleading information to the Grantor in any material respect;

(E) notifies the Grantor that it is unable or unwilling to commence or continue with the Funded Activities;

(F) fails to carry out the Funded Activities in accordance with this Deed;

(G) is or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts;

(H) becomes bankrupt, insolvent, enters into liquidation (other than voluntary liquidation for the purpose of restructure, amalgamation or similar reorganisation) or enters into any other insolvency type event or arrangement;

(I) amends its constitution or operations in a way that means the Recipient is no longer eligible for the Grant Funding or is no longer able to comply with this Deed;

(J) becomes subject to any form of external administration;

(K) notifies the Grantor of a Conflict of Interest under clause 22 and is unable to resolve or otherwise deal with the conflict within a reasonable timeframe;

(L) is wound up, voluntarily or involuntarily;

(M) engages in conduct which, in the reasonable opinion of the Grantor, reflects unfavourably on the good name, goodwill, reputation or image of the Grantor; or

(N) there is credible evidence of fraud or mismanagement of the Grant Funding on behalf of the Recipient.

EXAMPLE

21. CONSEQUENCES OF TERMINATION OR EXPIRY

21.1 Upon the termination or expiry of this Deed:

(A) subject to clause 21.4, all rights under this Deed cease, other than rights accrued up to and including the date of termination or expiry;

(B) the Grantor will have no obligation to pay to the Recipient any part of the Grant Funding not already paid;

(C) each party must immediately cease using the other party's trademarks, logos or other materials (as applicable); and

(D) if the Deed is terminated by the Grantor for breach by the Recipient, the Recipient may be required to repay the Grant Funding provided by the Grantor under this Deed in part or in full, within fourteen (14) Business Days of written demand.

21.2 If this Deed is terminated, the Recipient may be ineligible for any future QOTT Grant Program funding, subject to the Grantor's reasonable discretion.

21.3 Termination or expiry of this Deed will not relieve either party of any obligation under this Deed that is expressed to continue after termination or expiry.

21.4 The following provisions shall survive the expiry or early termination of this Deed:

(A) Clauses 7, 9.5, 9.6, 10.2, 10.3, 13, 15, 17, 18, 21 and 23.

22. CONFLICTS OF INTEREST

22.1 The Recipient warrants that at the date of this Deed, no conflict of interest exists or is likely to arise in the execution of this Deed or in the performance of the Funded Activities and that if, during the Grant Funding Term, a conflict of interest arises, then the Recipient is to notify the Grantor immediately in writing of that conflict or risk.

23. DISPUTE RESOLUTION PROCESS

23.1 If a dispute arises between the parties under this Deed (except in the case of action required to be taken under statute or where an urgent interim determination is sought) the parties must undertake in good faith to meet at least once to attempt to resolve the dispute through negotiations within five (5) Business Days of one party receiving a notice of dispute from the other party.

23.2 Each party shall as far as reasonably possible, continue to perform its obligations under this Deed notwithstanding the existence of any dispute or proceeding under this clause 23.

23.3 This clause does not apply to termination by the Grantor under or purportedly under clause 20 (Termination) nor does it preclude either party from commencing legal proceedings for urgent interlocutory relief.

24. NOTICES

24.1 All notices in connection with this Deed must be in writing and must be delivered to the address of the party as set out in the Grant Details Schedule or notified by a party to the other from time to time by hand or prepaid post or emailed to its email address.

24.2 A notice will be deemed to be given:

(A) if posted – two (2) Business Days after the date of posting;

(B) if delivered by hand during a Business Day– on the date of delivery; or

(C) if emailed – on the date of the email,

except that an email or delivery received after 5:00pm will be deemed to be given on the next Business Day.

25. NO AGENCY EMPLOYEE OR PARTNERSHIP RELATIONSHIP

25.1 The Recipient must not represent itself and must ensure that its members, employees, directors, representatives, volunteers or contractors do not represent themselves as being an employee, partner or agent of the Grantor.

25.2 This Deed does not create a relationship of employment, agency or partnership or joint venture between the parties.

EXAMPLE

26. FORCE MAJUERE

26.1 Neither party is liable for any delay in performing or failure to perform its obligations under this Deed, if the delay or failure is due to a force majeure event (which is an event beyond the reasonable control of a party).

26.2 The performance of a party's obligations is suspended for the period of the delay due to the force majeure event, if that party gives the other party written notice of the reasons for the delay or failure to perform and its likely duration.

26.3 If:

(A) It is reasonably likely that the delay or non-performance of all or part of a party's obligations under this Deed will continue for more than ten (10) days prior to the commencement of the Grant Funding Term, or more than four (4) weeks during the Grant Funding Term; and

(B) the parties are unable to agree on a course of action, either party may terminate this Deed by giving the other party written notice.

26.4 This clause 26 does not apply to and does not affect the relevant party's obligations to pay or repay the Grant Funding.

27. WAIVER

27.1 A waiver by a party of any rights arising from a breach or non-observance by the other party of a term of this Deed will not be taken to be a waiver in respect of any other breach or non-observance of the same or any other term.

27.2 The failure of either party to enforce a term of this Deed will not be interpreted as a waiver of that term.

28. WARRANTIES

28.1 The Recipient represents and warrants that:

(A) it has the power to enter and comply with its obligations under this Deed;

(B) it owns or is licensed to use the logos, marks, and devices that it permits the Grantor to use under this Deed;

(C) the use or reproduction by the Grantor of the Recipient's marks and devices in accordance with the terms of this Agreement will not infringe the rights (including the intellectual property rights) of any third person;

(D) it must not carry out the Funded Activities in any way which may be prejudicial to the Grantor; and

(E) it will comply with all applicable laws, codes of conduct, and industry standards when exercising its rights or complying with its obligations under this Deed.

29. GENERAL PROVISIONS

29.1 **NO VARIATION**

This is a binding Deed that cannot be varied except in writing and as agreed between the parties.

29.2 **ENTIRE AGREEMENT**

This Deed may consist of several counterparts (including Appendix 1), which together constitute one document.

29.3 **GOVERNING LAW**

This Deed is governed by and is to be construed in accordance with the laws applicable in Queensland.

29.4 **SEVERANCE**

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

EXAMPLE