



## 1 GENERAL

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- 1.1 Queensland Off-The-Track ('**QOTT**') is an independent business unit of Racing Queensland Board (ABN 80 730 390 733), Lot 2, Racecourse Road, Deagon in Queensland. QOTT operates and authorises all QOTT programs, including this QOTT Subsidised Lessons Program ('**Program**') that you are participating in.
- 1.2 These terms and conditions govern the participation of you as a Participant in the Program, or involvement in the Program as a Guardian of a Participant under eighteen (18) years of age. By signing this document, you accept these terms and conditions in full.

## 2 INTERPRETATION

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- 2.1 In these terms and conditions, the following definitions apply:

<b>Approved Coaches</b>	means a coach approved by QOTT who will conduct your subsidised horse coaching lessons.
<b>Eligible Horse</b>	means a Standardbred or Thoroughbred horse approved by QOTT, which had raced in and is domiciled in Queensland, and which: <ul style="list-style-type: none"><li>(a) has retired from racing or breeding within the last twelve (12) months; or</li><li>(b) was bred to race but was ultimately not suitable, resulting in being retired; or</li><li>(c) retired from the racing industry more than twelve (12) months prior to the date of application, and QOTT has otherwise approved the horse as an 'Eligible Horse' in QOTT's sole discretion.</li></ul>
<b>Participant</b>	means an applicant or participant in the Program and can include Minors.
<b>Guardian</b>	means each parent or guardian of a Minor who signs the Program application.
<b>Minor</b>	means a person participating in this Program who is under eighteen (18) years of age.
<b>Standardbred</b>	means a horse which is or has been, or is eligible to be, registered for harness racing in Australia.
<b>Thoroughbred</b>	means a horse which is or has been, or is eligible to be, registered for thoroughbred racing in Australia.
<b>you and your</b>	means you participating in this Program as a Participant, or as a Guardian of a Participant that is a Minor.

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### **3 PURPOSE**

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- 3.1 The Program enables Participants who have previously acquired or intend to acquire an Eligible Horse to obtain subsidised horse coaching lessons conducted by Approved Coaches.
- 3.2 The purpose of the Program is to ensure that, Participants can undergo training and learn the vital skills to care for and ride an Eligible Horse. Lessons can cover a variety of areas, including horse and rider education and training, as well as equestrian activities. Participants are responsible for negotiating the content of the lessons with the Approved Coach.

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### **4 YOUR OBLIGATIONS**

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- 4.1 Each Participant, and in the case of a Minor each Guardian, must follow all reasonable safety directions and guidance provided by any Approved Coach or QOTT.
- 4.2 To ensure the health and safety of Participants, and any Approved Coach, prior to any lessons you must notify each Approved Coach:
- (a) of any physical disabilities that a Participant has, so that the Approved Coach can assess risk and limitations before the Eligible Horse is handled; and
  - (b) whether a Participant is taking any medication which may physically or mentally alter motor functioning or physical capabilities; and
  - (c) whether the Eligible Horse has any known behavioural issue; and
  - (d) whether the Eligible Horse has an injury or illness, or is taking any medication,
- so that the Approved Coach can assess risk and limitations before lessons begin.
- 4.3 Participants must always wear a helmet whilst riding an Eligible Horse and any appropriate safety attire recommended by the Approved Coach.
- 4.4 Participants must behave safely and responsibly during the lessons and not engage in behaviour such as running, yelling and screaming, as this may frighten the horse and place their safety, or the safety of others, at risk.
- 4.5 At all times the Guardian must supervise each Minor who is a Participant.
- 4.6 Participants must not use more than one coaching lesson voucher per day.

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### **5 PROCEDURE**

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- 5.1 Participation in the Program will require completion of the application form for subsidised horse coaching lesson vouchers on the QOTT website and the accompanying instructions must be followed.
- 5.2 QOTT will assess completed application forms after they have been submitted and will decide whether the person seeking to participate in the Program is approved. QOTT will assess and decide all applications within fourteen (14) days or such further period as determined by QOTT, and all decisions are made at QOTT's sole discretion.
- 5.3 QOTT may determine and change the application process to participate in this Program at

any stage at its sole discretion.

- 5.4 You must sign and return a copy of these terms and conditions to be a Participant or Guardian in the Program.
- 5.5 Once QOTT has received a signed copy of these terms and conditions, Participants who have been approved will receive ten (10) subsidised horse coaching lesson vouchers, in a manner and form decided by QOTT. These vouchers will entitle Participants to ten (10) free horse coaching lessons with one of QOTT's Approved Coaches. Each lesson can be up to 45 minutes in duration.
- 5.6 Vouchers for horse coaching lessons must be used between the date of issue and date of expiry noted on the voucher.
- 5.7 Participants can only use vouchers issued in their name for use with the nominated Eligible Horse and vouchers cannot be exchanged with other participants in the Program.
- 5.8 Once you have received your horse coaching lesson vouchers, you are responsible for contacting the Approved Coach that will be conducting the lessons to confirm a location and time for the lessons. Lessons can only be held at the Approved Coach's property or such other venue agreed with the Approved Coach, and not at any venue operated by QOTT. Alternatively, lessons can be conducted via online meeting platforms.
- 5.9 If lessons will be conducted at the Approved Coach's property or such other venue that requires the transportation of the Eligible Horse, you are responsible for transporting the Eligible Horse to and from the location.
- 5.10 Approved Coaches may suspend any lesson if it is deemed unsafe to continue. Any lessons that are suspended and not able to be completed, may be completed at a future time to be negotiated with the Approved Coach.
- 5.11 Participants will be granted no more than ten (10) lessons per twelve (12) month period.
- 5.12 Participants may only apply for lessons on one Eligible Horse per twelve (12) month period.

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## **6 MINORS**

- 6.1 To participate in this Program, Minors must be seventeen (17) years of age, subject to clause 6.3.
- 6.2 If you are the Guardian of a Minor who is participating in this Program, you warrant that you have the authority to sign these terms and conditions on behalf of them, you consent to the Minor participating in the Program, and agree to these terms and conditions without limitations.
- 6.3 QOTT may accept applications for Minors under seventeen (17) years of age participating in this Program on a case-by-case basis and at its sole discretion. Please enquire with QOTT for further information about this.

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## **7 DISCLAIMER**

- 7.1 QOTT makes no warranty, guarantee or claim regarding the skills or training that Participants may receive from the horse coaching lessons provided by an Approved Coach or any suitability of an Eligible Horse for any subsequent use.

- 7.2 QOTT does not accept any responsibility for any loss, damage or injury, whether direct or indirect, arising from your participation in this Program.
- 7.3 You participate in this Program entirely at your own risk. You acknowledge that any activity involving horses, due to their nature and size, is inherently hazardous and dangerous and may result in injury, loss, damage or death to yourself or others located in the area of the lessons.
- 7.4 You acknowledge that any sudden movement, noise or other activity may result in an Eligible Horse becoming frightened and acting in an unpredictable way. If a Minor is a Participant in this Program, their Guardian must bring this to their attention and explain this to them.
- 7.5 You acknowledge the dangers associated with the consumption of alcohol or any mind-altering drugs before and during any horse-related activities and you take full responsibility for any injury, loss or damage associated with their consumption. Participants must not drink alcohol or take any non-prescribed drugs prohibited by law before or during participation in the Program.
- 7.6 You acknowledge that any venue where a Participant attends to undertake horse coaching lessons, or any facilities that Participants use in the course of doing so, is entirely at their own risk and you accept this risk.

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## **8 INDEMNITY AND RELEASE**

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

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## **9 ROLE OF QOTT**

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

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## **10 BREACH OF TERMS AND CONDITIONS**

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

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

## **11 VARIATION**

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

## **12 SEVERABILITY**

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

## **13 JURISDICTION**

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