

# Deed Poll

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<b>Date</b>	2009
<b>Party</b>	<b>Racing NSW</b> (NSW BN97793260) registered in New South Wales of Level 7, 51 Druiitt St, Sydney NSW 2000 ( <b>Racing NSW</b> )
<b>Recitals</b>	
A	The Licensee: _____ and Racing NSW have entered into an agreement under which Racing NSW grants the Licensee a licence to Display the NSW Thoroughbred Race Fields (the <b>Copyright Licence</b> ).
B	Racing NSW has also granted to the Licensee a "Race Field Information Use Approval" under s33A of the <i>Racing Administration Act 1998</i> (NSW).
C	While the NSW Thoroughbred Race Fields are the subject of the Race Field Information Use Approval, the licence to Display the copyright in them which is granted under the Copyright Licence is separate to that approval.
D	Pursuant to clause 3 of the Copyright Licence, the Licensee is required to pay to Racing NSW the Licence Fee during the Term.

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## It is declared as follows.

1. Racing NSW agrees that, while the Licensee shall have an obligation to pay the Licence Fees throughout the Term under the Copyright Licence, Racing NSW shall refrain from taking action to enforce compliance with, and otherwise not expect compliance with, this obligation in relation to any period during which:
  - (a) the Licensee has a Race Field Information Use Approval;
  - (b) is otherwise obliged to pay Racing NSW a fee for use of the NSW Thoroughbred Race Field Information (as that term is defined under the *Racing Administration Act 1998* (NSW)), except as required by the Copyright Licence;
  - (c) in the event that the fee imposed by Racing NSW under the *Racing Administration Act 1998* (NSW) is determined to be invalid, the Licensee pays to Racing NSW an amount equivalent to the fee that was payable under the *Racing Administration Act 1998* (NSW) on the date immediately prior to that legislation determined to be invalid as a contribution by the Licensee to the NSW thoroughbred racing industry.
2. If either of 1(a), (b) or (c) ceases to be true:
  - (a) the forbearance in paragraph 1 will come to an end; and

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- (b) the total Licence Fees which the Licensee is liable to pay under the Copyright Licence (but which Racing NSW has not required the Licensee to be paid) will become immediately due and payable by the Licensee.
- 3. All capitalised terms used in this Deed Poll are as defined in the Copyright Licence unless otherwise noted.

## Executed and delivered as a Deed in Sydney

**Executed** as a deed for **Racing New South Wales** by its authorised representative in the presence of:

\_\_\_\_\_  
Authorised Representative Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position