TREASURER OF SOUTH AUSTRALIA

AND

SA TAB PTY LTD ACN 096 604 170

APPROVED LICENSING AGREEMENT

MINTER ELLISON
Lawyers
Rialto Towers
525 Collins Street
MELBOURNE VIC 3000

DX 204 Melbourne
Telephone (03) 9229 2000
Facsimile (03) 9229 2666

NCB 30-3213136

TABLE OF CONTENTS

APPROVED LICENSING AGREEMENT

AGREEMENT dated 11 December 2001

BETWEEN **THE TREASURER OF SOUTH AUSTRALIA**, being the Minister administering the Act, acting for and on behalf of the State of South Australia (**'Minister'**)

AND **SA TAB PTY LTD ACN 096 604 170** of 14 Pulteney Court, Adelaide, South Australia, 5000 (**'Licensee'**)

RECITALS

A. The Licensee is entitled to be granted the Licence under the Act to conduct the Licensed Business.

B. Section 12 of the Act requires that prior to the grant of the Licence there be an agreement between the Minister and the Licensee about, among other things:

(a) the scope and operation of the Licensed Business;

(b) the term of the Licence;

(c) the conditions of the Licence; and

(d) the performance of the Licensee's responsibilities under the Licence or the Act.

C. The parties agree to enter into this agreement as the approved licensing agreement.

D. In accordance with section 12(3)(d) of the Act, this agreement has no effect unless approved by the Authority.

AGREEMENT

PART 1

PRELIMINARY

1. INTERPRETATION

1.1 Definitions

In this agreement, terms defined in the Act have the same meanings and, unless the contrary intention appears:

'Accounting Standards' has the same meaning as in the *Corporations Act 2001*;

'Act' means the *Authorised Betting Operations Act 2000*;

'Betting Operations Rules' means the rules governing the betting operations of the Licensee approved by the Commissioner for the purposes of section 41(1)(a) of the Act;

'Business Day' means a day on which banks (as defined in the *Banking Act 1959* (Cth)) are open for general banking business in South Australia, excluding Saturdays and Sundays;

'Business Hours' means between 9.00am and 5.00pm on a Business Day;

'Casino ALA' means the approved licensing agreement entered into between the Casino Licensee and the Treasurer of the State of South Australia as contemplated by section 16 of the *Casino Act 1997*, a copy of which has been tabled in the Parliament of South Australia;

'Casino Licensee' means the holder at any time of the casino licence under the *Casino Act 1997*, being at the date of this agreement, Skycity Adelaide Pty Ltd ACN 082 362 061;

'Crown' means the Crown in right of the State of South Australia;

'Football Game' means any Australian rules football game (other than training, promotional exhibition matches or international rules football games) forming part of a competition conducted by any of the following bodies:

(a) the Australian Football League or its successor; or

(b) the South Australian National Football League or its successor; or

(c) the principal governing body for Australian Rules Football in each State or Territory of Australia (other than South Australia) or its successor;

'Duty Agreement' means the duty agreement between the Licensee and the Treasurer of South Australia dated on or about the date of this agreement.

'Fractions' means any amounts resulting from rounding down dividends calculated under the Betting Operations Rules by the minimum amount required to express the dividend as an amount that is divisible by the lowest unit of currency in circulation in Australia at that time;

'Internet' means the world wide connection of computer networks providing for the transmission of electronic mail, on-line information, information retrieval, and file transfer protocols;

'Interstate Races' means horse, harness and greyhound races conducted by entities in a State or Territory of Australia (other than South Australia) in respect of which the entity conducting the race or another entity in that jurisdiction is entitled to offer totalisator betting in accordance with the laws of the jurisdiction in which the race is conducted;

'Intrastate Races' means races conducted within South Australia by licensed racing clubs;

'Licensed Business' means the business of conducting pursuant to the Licence:

(a) off-course totalisator betting on races held by licensed racing clubs;

(b) off-course totalisator betting on approved contingencies;

(c) on-course totalisator betting under agreements with licensed racing clubs on races held by the licensed racing clubs and on approved contingencies;

(d) other forms of betting on approved contingencies (other than fixed-odds betting on races within Australia on which licensed bookmakers are authorised to conduct betting),

subject to and in accordance with the Act;

'Licence' means a major betting operations licence granted under Part 2 of the Act;

'Lottery and Gaming Act' means the *Lottery and Gaming Act 1936 (as amended) (SA)*;

'Nominated Sports' means the sports described in Part 1 of Schedule 2;

'Overseas Races' means horse, harness and greyhound races conducted by entities in a country other than Australia in respect of which the entity conducting the race or another entity in that jurisdiction is entitled to offer totalisator betting in accordance with the laws of the jurisdiction in which the race is conducted;

'Prescribed Amount' means $50,000 for the year ended 30 June 2001, and thereafter the amount determined in accordance with **clause 4.5**;

'Property of the Licensee' means real and personal property of the Licensee, including:

(a) the Licence;

(b) property used, or held for use, in connection with the Licensed Business; and

(c) the benefit of all contracts and other choses in action held in connection with the Licensed Business,

and includes part of that property;

'Proprietary Racing' means any form of racing carried on in South Australia by a person holding a proprietary racing business licence under the *Racing (Proprietary Business Licensing) Act* 2000 as part of its proprietary racing business (as defined in that Act);

'regulatory regime' means (as applicable from time to time) the Act, any regulations made under the Act, the *Independent Gambling Authority Act 1995*, any future legislation or regulations that may apply to the conduct of the Licensed Business, the conditions of the Licence and this agreement and the result of the exercise by the Governor, the Minister, the Authority or the Commissioner of any power conferred by the foregoing;

'Rugby Game' means any rugby league game (other than training, promotional or exhibition matches) forming part of a competition conducted by the National Rugby League;

'State Lotteries Act' means the *State Lotteries Act 1966 (SA) (as amended)*;

'Telecommunications Device' means:

(a) a computer adapted for communicating by way of the Internet or other communications network;

(b) a television receiver adapted to allow the viewer to transmit information by way of a cable network or another communications network;

(c) a telephone;

(d) any other electronic device or thing for communicating at a distance;

'Term' has the meaning given in **clause 3;**

'Unclaimed Dividends' means dividends that are payable by the Licensee on a winning bet which are not claimed by the person entitled to the dividend and which the Licensee may retain under the Betting Operations Rules (subject to the obligation of the Licensee to pay duty in respect of such dividends pursuant to the Duty Agreement).

1.2 Interpretation

In this agreement, unless the contrary intention appears:

(a) headings are for ease of reference only and do not affect the meaning of this agreement;

(b) the singular includes the plural and vice versa and words importing a gender include other genders;

(c) other grammatical forms of defined words or expressions have corresponding meanings;

(d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this agreement and a reference to this agreement includes any schedules and annexures;

(e) a reference to a document or agreement, including this agreement, includes a reference to that document or agreement as novated, altered or replaced from time to time;

(f) a reference to 'A$', '$A', 'dollar' or '$' is a reference to Australian currency;

(g) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed;

(h) a reference to a party includes its executors, administrators, successors and permitted assigns;

(i) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;

(j) a reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable;

(k) words and expressions defined in the *Corporations Act 2001* as at the date of this agreement have the meanings given to them in the *Corporations Act 2001* at that date; and

(l) a reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form.

2. DIRECTIONS, APPROVALS, AUTHORISATIONS AND NOTICES

2.1 Directions, approvals, authorisations and notices

Under this agreement:

(a) a direction, approval, authorisation, exemption or notice must be in writing signed by the person authorised to give it and may be given, varied or revoked from time to time; and

(b) an approval, authorisation or exemption may:

(i) be given or withheld at the absolute discretion of the person authorised to give it;

(ii) be of a specific nature or of a general nature extending to matters specified by the person authorised to give it; and

(iii) be unconditional or subject to conditions specified by the person authorised to give it.

2.2 Rights of judicial review

The existence of this agreement shall not diminish any right of the Licensee for judicial review of any direction, approval, authorisation, notice of decision given or made in the course of the exercise of the regulatory regime.

3. TERM

3.1 Operation of agreement

The Licence and this agreement operate during the Term.

3.2 Term

The term of this agreement (**'Term'**) is the period:

(a) commencing on the later of:

(i) the date on which the Licence is granted by the Governor to the Licensee; and

(ii) the approval of this agreement (other than **clause 11** – exclusivity) by the Authority; and

(b) ending on the earlier of:

(i) 30 June 2100; and

(ii) the date (if any) on which this agreement is terminated under **clause 12.**

4. EFFECT OF BREACH

4.1 Breach of supplementary licence conditions

Subject to **clause 4.2**, in the event that the Commissioner determines that there has been a breach of a provision of **Part 2** of this agreement the Commissioner may:

(a) issue a notice to the Licensee specifying the breach and requiring the Licensee, depending on the circumstances of the breach, to:

(i) remedy the breach within the relevant period by ceasing the activity that constitutes the breach and reversing, so far as possible, the effect of the breach; and/or

(ii) within the relevant period provide an unconditional statement that the breach will not be repeated and identifying a sufficient procedure to ensure that its statement will be complied with; or

(b) issue a notice to the Licensee specifying the breach and requiring the Licensee to forfeit to the Minister a monetary amount not exceeding the Prescribed Amount determined by the Commissioner to be an appropriate redress for the breach; or

(c) refer to the Authority for further action any breach (including, without limitation, a failure to comply with a notice given by the Commissioner under clause 4.1(a) or (b)) that it considers to be a statutory default within the meaning of the Act and recommend that the Authority take action under the Act in respect of the statutory default.

4.2 Representations by Licensee

Unless the Commissioner considers that it is not in the public interest to do so, the Commissioner must, prior to taking any action under **sub-clauses 4.1(b) or (c)**:

(a) give the Licensee written notice of the breach and of the Commissioner's intention to take action under **sub-clause 4.1(b) or (c)** (as the case may be); and

(b) consider any representations made by the Licensee about the matter within 14 days after the notice is given or such longer period as may be specified in the notice.

4.3 Determinations by Commissioner

The Commissioner will determine:

(a) which of the responses to make to the breach referred to in **clause 4.1** by reference to the seriousness of the breach and the opportunity for redemption of that breach; and

(b) the relevant period for the purposes of a notice under **clause 4.1(a)** by reference to the public interest affected by the breach and the practicalities of remedying that breach, but the relevant period will not be less than 28 days unless the public interest so requires.

4.4 Discretion of Authority under Act

Nothing in this **clause 4** limits or restricts the rights, powers or discretion of the Authority to take any action under the Act against the Licensee in respect of any statutory default, whether referred to it by the Commissioner or otherwise.

4.5 CPI Indexation of Prescribed Amount

(a) The Prescribed Amount is $50,000 for year ended 30 June 2001 and thereafter is to increase annually from 1 July 2001 in accordance with the following formula:

$$P_n = P_{n-1}\frac{(CPI_{n-1})}{(CPI_{n-2})}$$

where:

P_n = Prescribed Amount for financial year n;

P_{n-1} = Prescribed Amount for financial year n-1;

CPI_{n-1} = the sum of the four quarterly indexes of the CPI (All Groups - Adelaide) published by the Australian Bureau of Statistics for financial year n-1;

CPI_{n-2} = the sum of the four quarterly indexes of the CPI (All Groups - Adelaide) published by the Australian Bureau of Statistics for financial year n-2.

(b) If the Australian Bureau of Statistics does not publish the index 'CPI (All Groups – Adelaide)' in any relevant period the Commissioner may substitute any other published consumer price index which the Commissioner reasonably believes is appropriate for the purposes of this clause.

PART 2

LICENCE CONDITIONS

5. DAYS OF OPENING

The Licensee must not accept bets or otherwise be open for business on Good Friday or Christmas Day.

6. AUTHORISED BETTING OPERATIONS

6.1 Authorisation to conduct Licensed Business

Subject to the Act, the Licence and the terms of this agreement, the Licensee is authorised to conduct the Licensed Business.

6.2 Approval of certain contingencies

For the purposes of section 4(1) of the Act, the Authority must, by notice in the gazette, approve the following contingencies on or prior to the grant of the Licence:

(a) *(off-course totalisator betting)* off-course totalisator betting on those contingencies related to Interstate Races described in Part 1 of Schedule 1;

(b) *(on course betting)* on-course totalisator betting under agreements with licensed racing clubs on those contingencies related to Interstate Races described in Part 1 of Schedule 1;

(c) *(Australian rules football, rugby league and certain motor sports)* totalisator betting on those contingencies described in Part 2 of Schedule 1;

(d) *(existing agreements with TABCorp)* fixed odds betting on those contingencies on which the Licensee may conduct betting as the agent of TABCorp Manager Pty Ltd as at the date of this agreement under the Fixed Odds Sports Betting Agreement with TABCorp Manager Pty Ltd dated 6 September 2000 as described in Part 3 of Schedule 1;

(e) *(proprietary racing)* totalisator betting on contingencies related to Proprietary Racing as described in Part 4 of Schedule 1;

(f) *(Overseas Racing)* totalisator betting on contingencies related to Overseas Racing as described in Part 5 of Schedule 1.

For the avoidance of doubt:

(g) any contingency approved under this clause remains subject to the ongoing operation of the Act as if the contingency had been approved in the manner contemplated by section 4 of the Act, including without limitation, actions which may be taken by the Authority under section 4(3) of the Act to vary or revoke an approval of any contingency;

(h) the parties acknowledge that the Licence and this agreement directly authorises the Licensee to conduct off course totalisator betting on contingencies related to Intrastate Races and therefore such contingencies do not need to be specifically approved for the purposes of section 4(1) of the Act in order for the

Licensee to conduct off course totalisator betting in respect of such contingencies; and

(i) the approval of any contingency under this clause is conditional upon Betting Operation Rules being, and remaining, approved by the Commissioner that provide specifically for totalisator or fixed odds betting (as the case may be) on the relevant contingency (including without limitation, the manner in which dividends will be calculated and paid in respect of bets made on that contingency).

6.3 Exclusive rights enjoyed by third parties

The Licensee acknowledges that:

(a) the entity(s) authorised or licensed to conduct lotteries within the meaning of the State Lotteries Act in South Australia from time to time (including, without limitation, the Lotteries Commission of South Australia established under the State Lotteries Act) may now or in the future be granted certain exclusivity rights in relation to the conduct of such lotteries;

(b) the Casino Licensee is, pursuant to clause 14.2(c) of the Casino ALA, exclusively licensed to conduct 'casino gaming' (as defined in that agreement); and

(c) the Minister may from time to time direct the Authority not to approve as contingencies on which the Licensee may accept bets, contingencies (excluding contingencies which at the relevant time are the subject of an existing approval under section 4(1)of the Act) falling within the scope of any exclusive rights granted to third parties under South Australian law, including the entity(s) referred to in paragraphs (a) or (b) above.

6.4 Distribution Media

The Licensee may accept bets within the scope of its Licence:

(a) over the counter at approved offices, branches and agencies (which for the avoidance of doubt may include licensed premises) of the Licensed Business; or

(b) via any Telecommunication Device,

in accordance with the rules, systems and procedures approved from time to time by the Commissioner under the Act.

7. CONDUCT OF BETTING OPERATIONS

7.1 Retention from Totalisator Pools

(a) Subject to **clause 7.1(b)**, the Licensee:

(i) must not, when conducting totalisator betting pursuant to the Licence, retain more than 25% of the total amount of each totalisator pool, excluding Fractions and Unclaimed Dividends arising from totalisator

betting which the Licensee is permitted to retain under the Betting Operations Rules;

(ii) must otherwise conduct its betting operations in accordance with the Betting Operations Rules.

(b) For the avoidance of doubt:

(i) in calculating the maximum amount that the Licensee may retain for the purposes of **clause 7.1(a)(i),** the amount of any duty payable by the Licensee under the Duty Agreement is to be disregarded and must not be deducted from the total amount of each totalisator pool; and

(ii) **clause 7.1(a)(i)** does not prevent the Licensee from allowing or providing for totalisator pools to jackpot in accordance with the Betting Operations Rules.

7.2 Contracts

(a) Subject to **clause 7.2(d)**, the Licensee must comply with the following provisions when contracting with any person:

(i) the Licensee must not without the prior approval of the Authority, be a party to a contract, arrangement or understanding with any person under which that person undertakes or manages an activity that the Licensee lawfully undertakes only by virtue of the Licence;

(ii) the Licensee must not, without the prior approval of the Commissioner, be a party to a contract, arrangement or understanding with any person other than a related body corporate for:

(A) the provision of advice or technical assistance concerning any aspect of the betting operations of the Licensed Business;

(B) the installation, service or repair of betting equipment; or

(C) the supply of goods or services directly relating to the betting operations of the Licensed Business in excess of the total value of two hundred and fifty thousand dollars ($250,000) in any 12 month period, or any greater amount determined by the Authority from time to time;

(iii) the Licensee must upon request provide the Authority or the Commissioner with full details of any contract, arrangement or understanding referred to in **sub-clauses 7.2(a)(ii)(A) or (B)** above (including, if the contract or terms are in writing, a copy of that contract or those terms) and the details of the principal officers, employees, representatives or sub-contractors who will be involved in providing the services under the relevant contract, arrangement or understanding.

(b) Subject to **clause 7.2(e)**, the Licensee must ensure that any equipment used for betting operations in the Licensed Business is not (except in the case of urgent or emergency repairs or maintenance) serviced or repaired without the approval

of the Commissioner, or, other than by a person approved by the Commissioner within 2 Business Days after any urgent or emergency repairs or maintenance are conducted by the Licensee without approval under this clause.

(c) The Authority or the Commissioner may at their respective absolute discretion approve a contract, arrangement, understanding or person (as the case may be) referred to in **clauses 7.2(a)(i)** or **(ii)** or **7.2(b)** above after the contract, arrangement, understanding has been entered into or the person has performed the relevant services.

(d) The Authority or the Commissioner (as the case may be) may, if it thinks fit, by notice in writing given to the Licensee approve certain classes of:

(i) contract as contracts to which **clause 7.2(a)** will not apply; or

(ii) equipment as equipment to which **clause 7.2(b)** will not apply,

or otherwise grant an exemption to the Licensee from the requirement to comply with any one or more obligation(s) of the Licensee arising under this **clause 7.2.**

(e) Nothing contained in this **clause 7.2** shall limit the powers of the Authority or the Commissioner to investigate or take any action permitted by or under the regulatory regime in respect of any contract entered into by the Licensee (whether approved or not approved or requiring approval).

7.3 Use of Names and Logo

The Licensee must not trade under or commercially exploit or use the words 'lottery' or 'lotto' or any words substantially identical or deceptively similar to those words in relation to the Licensed Business.

7.4 Notification of Barring Order

The Licensee must provide the Commissioner with a copy of any written order made by the Licensee under section 50(1) of the Act within 14 days of making such an order.

7.5 Record of Complaints

The Licensee must keep a written record of each written complaint made about the operations of the Licensed Business by a member of the public to a staff member (other than a complaint that, in the reasonable opinion of the Licensee, is frivolous or petty).

7.6 Refusal of Gambling

The Licensee must adopt systems and procedures designed to prevent access to betting facilities of the Licensee of a kind nominated by the Commissioner to a person who is intoxicated or otherwise incapable of exercising adequate control.

7.7 Use of Operating Subsidiary

The Licensee must only permit a wholly owned subsidiary of the Licensee to perform any functions of the Licensee that relate to the Licensed Business if:

(a) the subsidiary has been approved by the Authority as a suitable person pursuant to the criteria contained in section 22 of the Act;

(b) the scope of functions to be performed by the subsidiary has been approved by the Authority;

(c) the subsidiary operates entirely within the control of the Licensee; and

(d) the terms and conditions of any arrangement as between the Licensee and the subsidiary have been approved by the Authority.

7.8 Staff

The Licensee must, if notified by the Commissioner, ensure that staff involved in the conduct of the Licensee's betting operations are trained in relation to such matters and to such standard as may be notified by the Commissioner from time to time.

7.9 Notification of breach

The Licensee must immediately notify the Authority in writing of any breach by it or any close associate of any provision of the Act or a condition or supplementary condition of the Licence.

8. SUPPLEMENTARY LICENCE CONDITIONS

8.1 Licence Conditions

The following are supplementary licence conditions of the Licence for the purposes of section 11(1) (b) of the Act:

(a) the Licensee must comply with its obligations under **Part 2** of this agreement;

(b) the Licensee must comply with its obligations under the Duty Agreement;

(c) the Licensee must ensure that none of the events referred to in **clause 8.2** occurs;

(d) the Licensee must comply with any notice issued by the Commissioner under **clause 4**.

8.2 Default Events

A failure to comply with a condition of the Licence will occur if any of the following events (**'Default Events'**) occurs:

(a) a resolution is passed, or an order is made, for the winding up of the Licensee, unless a controller is appointed by the holder of a mortgage or charge over the Property of the Licensee and the proviso to paragraph (b) below has been satisfied;

(b) the holder of a mortgage or charge over the Property of the Licensee or a controller or controllers appointed by the same enters into possession of that property unless the holder of the mortgage or charge or controller or controllers appointed by the same satisfies the Authority that the Licensed Business will

continue to be operated in a manner that complies with the regulatory regime for the period of such possession of that property;

(c) an administrator is appointed in respect of the Licensee under Part 5.3A of the *Corporations Act 2001* , unless by the date being the next day after the decision period (within the meaning of the *Corporations Act 2001*) in relation to that appointment the administrator satisfies the Authority that the Licensed Business will continue to be operated in a manner that complies with the regulatory regime for the period of such administration of the Licensee.

8.3 Powers of Governor not affected

Nothing in this agreement affects the power of the Governor, on the recommendation of the Authority, to vary a supplementary licence condition.

9. RECORDS AND AUDIT

9.1 Accounts

For the purposes of section 27(3) of the Act, the Licensee is required to have the accounts that it must keep under section 27 of the Act audited in the manner determined by the Authority, but not more frequently than annually.

9.2 Records

The Licensee must keep any record, account, book or other document relating to the operation of the Licensed Business at locations approved by the Authority.

9.3 Form of Records

The Licensee must keep records relating to the operation of the Licensed Business in the form and containing the information, notified by the Authority.

9.4 Orderly destruction of Records

Subject to **clauses 9.2** and **9.3** and the Act, the Licensee may destroy records required to be kept under **clauses 9.2** and **9.3** after such time and in such manner as is notified by the Authority but in any event the Licensee may destroy records after a 2 year period.

9.5 Consistency with Accounting Standards

Nothing required by or under this **clause 9** shall require the Licensee to maintain any records or accounts in a manner that is inconsistent with the Accounting Standards applicable from time to time to the Licensee.

10. PUBTAB TRANSITION ARRANGEMENTS

10.1 Definitions

In this **clause 10**:

'Agency Agreement' means any agreement between SA TAB Pty Ltd and a person under which that person is or was appointed as SA TAB Pty Ltd's agent in relation to the retail sale and distribution of SA TAB Pty Ltd's betting products;

'Disputes' means any disputes between an Existing Agent and the Licensee arising from, or connected with, the Licensee's obligations to Existing Agents under this **clause 10**;

'Existing Agent' means any person that was a party to an Agency Agreement with SA TAB Pty Ltd immediately prior to the commencement of the Transition Period;

'Transition Period' means the period of 12 months from the date on which the Licensed Business is transferred from SA TAB Pty Ltd to a licensee other than SA TAB Pty Ltd.

10.2 Obligations to Existing Agents

(a) *(Transition period)* Subject to **clause 10.3**, in respect of each Agency Agreement with an Existing Agent that expires prior to the end of the Transition Period, the Licensee must make an unconditional written offer to the relevant Existing Agent (such offer to remain open for at least 40 Business Days) to either:

(i) extend the existing term of the relevant Agency Agreement (without variation of any other terms and conditions of the Agency Agreement) to at least the end of the Transition Period; or

(ii) enter into a new agency agreement with the Existing Agent on substantially the same terms and conditions as the Agency Agreement of the Existing Agent, for a term expiring on or after the Transition Period,

unless the Existing Agent agrees in writing to alternative arrangements in respect of its Agency Agreement.

(b) *(Minimum commissions during Transition Period)* The Licensee must not, during the Transition Period, reduce the rate or rates of commission payable to an Existing Agent under its Agency Agreement below the rate that was payable to the Existing Agent immediately prior to the Transition Period, unless the Existing Agent agrees otherwise in writing.

10.3 Enforcement of Agency Agreements

Notwithstanding **clause 10.2**, the Licensee may exercise and enforce against an Existing Agent any and all rights it may have under an Agency Agreement (including rights of termination in the event of a default by an Existing Agent), provided that the exercise of those rights is not inconsistent with its obligations under **clause 10.2.**

10.4 Dispute Resolution

(a) Subject to **clause 10.4(b),** the Licensee must comply with any process for resolving Disputes (including the outcome of such a process) that the Authority notifies to the Licensee, including, without limitation a mediation or arbitration process conducted by a third party specified by the Authority.

(b) The Licensee is not bound to comply with any process referred to in **clause 10.4(a)** unless the Existing Agent has agreed in writing to be bound by the process and comply with the outcome of the process.

PART 3

GENERAL PROVISIONS

11. MINISTER'S OBLIGATIONS TO LICENSEE

11.1 Definitions

In this **clause 11**:

'Approved Event' means any of the following events:

(a) *(grandfathered events)* any type of event in South Australia at which permits to conduct bookmaking operations have from time to time been issued prior to the date of this agreement under the *Racing Act 1976*;

(b) (*major national and international events*) any event:

(i) in relation to which contingencies have been approved under the Act for the purposes of totalisator or fixed odds betting (for any type of betting operations); and

(ii) that is part of a national or international sporting competition or is organised or endorsed by a national or international sporting body;

(c) (*annual events organised by community or charitable bodies*) any annual fundraising event organised by a non-profit, charitable or community body;

(d) (*where bets restricted to event)* any event at which the bookmaker is restricted to accepting bets only on contingencies related to the event at which the bet is accepted;

(c) (*other)* any other event:

(i) of an infrequent nature; and

(ii) in relation to which contingencies have been approved under the Act for the purposes of totalisator or fixed odds betting for any type of betting operations; and

at which the Licensee consents to bookmaking operations being conducted, such consent not to be unreasonably withheld upon request by the Minister, and the Licensee (acting reasonably) must consent if satisfied that either of the following criteria is met:

(iii) the principal purpose for which a bookmaking permit is, or is likely to be utilised, is the acceptance of bets on contingencies related to the event at which bets are proposed to be accepted; or

(iv) the event is of an ad hoc or infrequent nature and would not be expected to have any material adverse financial impact on the Licensed Business.

'Betting Auditorium' means a place at which an on-course totalisator licensee is authorised or permitted by the Authority to conduct on-course totalisator betting at times other than in conjunction with a race meeting held by the on-course totalisator licensee.

'Bookmaker' has the meaning given in the Act and **'bookmaking'** has a corresponding meaning;

'Direct Walk In Trade' means the acceptance of any bet by a Bookmaker other than a bet accepted by a Bookmaker (whether via Telecommunications Device or otherwise but not including the acceptance of any bet that would constitute Indirect Walk In Trade):

(a) at or on a racecourse in conjunction with a race meeting; or

(b) at or in a Betting Auditorium; or

(c) at or in a licensed betting shop in the City of Port Pirie, or

(d) at or in the general vicinity of an Approved Event.

'Event' means an event contrary to an assumption set out in **clause 11.2**;

'Initial Period' means the period on and from the date on which the Term commences until the earlier of:

(a) the fifteenth anniversary of the date of the grant of the Licence; or

(b) the expiry or termination of the Term in accordance with this agreement.

'Indirect Walk In Trade' means betting conducted by means of a Telecommunications Device where the bettor makes a bet from a Telecommunications Device:

(a) that the permittee or licensee has supplied, leased or otherwise provided to the bettor;

(b) that has been installed by or on behalf of the permittee or licensee in premises where betting services are usually made available to bettors;

(c) where the permittee or licensee bears or otherwise subsidises the cost of supply, operation or use of that Telecommunications Device by the bettor; or

(d) situated at premises where the owner or occupier of the premises is provided with any incentive, inducement, commission, rebate or financial or other benefit by the permittee or licensee to make the Telecommunications Device available to bettors at those premises.

11.2 Acknowledgment by Minister

The Minister acknowledges that the Licensee has accepted the Licence on the assumption that during the Initial Period the Licence will be subject to the following conditions:

(a) duty will not be imposed by the State on the Licensee in respect of commission from or returns on the betting operations of the Licensed Business other than in accordance with the Duty Agreement;

(b) subject to **clause 11.3**, no person (other than the Licensee) will be authorised by the Crown to conduct within the State of South Australia:

(i) *(off course totalisator betting)* off-course totalisator betting on:

(A) Intrastate Races;

(B) Interstate Races;

(C) Proprietary Racing conducted within the State of South Australia;

(D) Overseas Racing;

(ii) *(totalisator betting on certain sports)* totalisator betting on all contingencies (whether approved or otherwise for the purposes of the Act) related to the Nominated Sports;

(iii) *(fixed odds betting on certain sports)* fixed odds betting on all contingencies (whether approved or otherwise for the purposes of the Act) related to the Nominated Sports;

(iv) *(walk in trade)* Direct Walk In Trade or Indirect Walk In Trade.

11.3 Excluded Contingencies

Nothing in **clause 11.2** shall be construed so as to limit or affect the power of the Crown, the Authority or the Commissioner (as the case may be) to authorise, permit or approve, and no Event shall be taken to have occurred under this agreement as a result of the Crown, the Authority or the Commissioner (as the case may be) so authorising, permitting or approving:

(a) *(licensed bookmakers)* fixed-odds betting by Bookmakers:

(i) pursuant to, and in accordance with, any permit in force under Part 4 of the *Racing Act 1976* as at 10 August 2001; or

(ii) on races or any approved contingency in any manner that is, or would have been, in accordance with the Act, but not so as to authorise, permit or approve Direct Walk In Trade or Indirect Walk In Trade;

(b) *(on-course totalisator betting)* on-course totalisator betting in conjunction with a race meeting held by a licensed racing club, or at other times authorised by the Authority, on races held by that club or another licensed racing club and on other races that are approved contingencies in any manner that is, or would have been, in accordance with the Act;

(c) *(lotteries)* the conducting of a lottery, sports lottery or special lottery by any person that is, or would have been:

(i) within the meaning of the State Lotteries Act as in force at the commencement of this agreement; or

(ii) the conduct of any other type of lottery that is, or would have been, authorised or exempted by, or otherwise permitted under, the Lottery and Gaming Act as in force at the commencement of this agreement;

(d) (*betting via Telecommunications Device on certain events*) totalisator or fixed odds betting on:

(i) any sporting event (excluding races held by licensed racing clubs and Interstate Races and Overseas Racing); or

(ii) Proprietary Racing,

conducted by means of a Telecommunications Device but not so as to authorise, permit or approve Direct or Indirect Walk In Trade; and

(e) any form of betting (other than Direct or Indirect Walk In Trade by Bookmakers) by a person other than the Licensee that is, or could have been, legally made or conducted under the laws of the State of South Australia as in force as at the commencement of this agreement.

For the avoidance of doubt, a reference to the 'Act' in this clause is a reference to the Act in the form first enacted (whether or not any provisions are or are not in force as at the date of this agreement).

11.4 This agreement not to fetter discretion

The Licensee acknowledges that the Crown in right of South Australia (**'Crown'**) cannot fetter the future legislative discretion of the Parliament of South Australia. The Minister acknowledges that as at the date of this agreement the Crown holds the ultimate beneficial interest in the Licensee and, accordingly, that the Crown will be the ultimate beneficiary of the proceeds of sale of either the assets of or the shares in the Licensee. The Minister further acknowledges that the purchaser of the assets of or the shares in the Licensee (and any successor in title) is relying on **clause 11.2** and **11.3** to determine the value of the assets of or shares in the Licensee.

11.5 Liability of Minister to pay compensation

Subject to **clause 11.6**, the Minister and the Licensee agree that if an Event occurs without the written consent of the Licensee, the Minister is liable to pay compensation to the Licensee equivalent to the diminution, if any, in the value of the Licensed Business (including the Licence) as a result of the occurrence of the Event. Such compensation will be the sole remedy of the Licensee in respect of the occurrence of an Event, and the Licensee will not be entitled to take any other action (including termination of this agreement) as a result of the occurrence of an Event.

11.6 Liability Cap

The maximum liability of the Minister to the Licensee under **clause 11.5** is limited to an aggregate amount of $43,500,000.

11.7 Authority not to approve certain contingencies

The Authority must not approve a contingency pursuant to section 4 of the Act:

(a) enabling a person (other than the Licensee) to conduct betting in respect of a contingency, if such an approval would constitute an Event for the purpose of this **clause 11**; or

(b) enabling any person (including the Licensee) to conduct betting in respect of a contingency, if such an approval would constitute an Event for the purposes of clause 14 of the Casino ALA.

12. TERMINATION OF AGREEMENT

12.1 Termination

This agreement will automatically terminate:

(a) if the Licence is surrendered or cancelled; or

(b) when the Licence expires.

12.2 Accrued rights

Termination of this agreement does not affect the ability of a party to enforce a right which may have accrued to it under this agreement prior to such termination.

13. PARTIES BOUND

Pursuant to sections 12(6) and (7) of the Act, this agreement binds:

(a) the Licensee; and

(b) the Minister; and

(c) the Authority; and

(d) the Commissioner,

to the extent provided in this agreement.

14. GENERAL PROVISIONS

14.1 Compliance to be at Licensee's own Expense

The Licensee must comply with its obligations arising under or in connection with the Act, the Licence and this agreement at its own expense in all things.

14.2 Costs

Each party must bear its own costs incurred in or incidental to the negotiation, preparation and execution of this agreement.

14.3 Courts and Governing Law

This agreement is governed by, and must be construed in accordance with, the law from the time being in force in the State of South Australia and, subject to the Act, the Courts

having jurisdiction in South Australia have jurisdiction in respect of any dispute arising between the parties out of or in respect of this agreement.

14.4 Liability

In calculating any loss or liability for the purposes of this agreement:

(a) a taxation benefit arising as a result of that loss or liability must be taken into account; and

(b) interest, or payment on account of the loss of benefit or use of funds, must be calculated on a simple interest basis.

14.5 Stamp Duty

The Minister must pay any stamp duty assessed or charged in respect of this agreement.

14.6 Severability, Ambiguity and Reading Down

(a) A clause or part of this agreement that is ambiguous or capable of bearing a meaning that would be void, illegal or ineffective, must be construed, or if necessary read down, so as to bear a meaning which is not void, illegal or ineffective.

(b) A clause or part of this agreement that is held by a court to be invalid or unenforceable will be taken to be deleted from this agreement and the remainder of the agreement will remain in full force and effect.

14.7 Waiver

A waiver of any provision of this agreement:

(a) must be in writing; and

(b) does not operate as a waiver of another breach of the same or of any other provision.

Forebearance, delay or indulgence by a party in enforcing the provisions of this agreement will not be taken to prejudice or restrict the rights of that party.

14.8 Notices

(a) A person giving notice or notifying under this agreement must do so in writing:

(i) directed to the recipient's address specified in this clause, as varied by any notice; and

(ii) hand delivered or sent by prepaid post or facsimile to that address.

(b) Addresses and facsimile numbers for the purpose of **clause 14.8(a)** are:

Licensee

The Company Secretary
SA TAB Pty Ltd
14 Pulteney Court
ADELAIDE SA 5000

Fax: 08 8223 6803

Minister

The Treasurer of South Australia
C/- Project Director
Asset Sales Unit (Gaming)
Department of Administrative & Information Services
Level 5
Pirie St
ADELAIDE SA 5000

Fax: (08) 8207 2307

Authority

Director
Independent Gambling Authority

By hand (during business hours):

Ground Floor
Wolf Blass House
64 Hindmarsh Sq
ADELAIDE SA 5000

By post:

PO Box 67
Rundle Mall SA 5000

Fax: (08) 8226 7247

Commissioner

Liquor and Gambling Commissioner

By hand (during business hours):

Level 9
50 Grenfell Street
ADELAIDE SA 5000

By post:

GPO Box 2169

ADELAIDE SA 5001

Fax: (08) 8226 8454

(c) A notice given in accordance with **clause 14.8(a)** is taken to be received:

(i) if hand delivered, on delivery;

(ii) if sent by prepaid post, five days after the date of posting;

(iii) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within eight Business Hours after that transmission, the recipient informs the sender that it has not received the entire notice.

14.9 Counterparts

This agreement may be executed in any number of counterparts. All counterparts taken together will be deemed to constitute the one document.

14.10 Transfer of Licence

(a) The Licensee must not mortgage, charge, encumber, transfer, assign or otherwise deal with this Licence if to do so would result in a breach of **clauses 17.2** or **17.3** of the racing distribution agreement.

(b) Without limiting **clause 14.10(a)**, the Licensee may otherwise only mortgage, charge, encumber, transfer, assign or otherwise deal with this Licence if permitted by, and in accordance with, the Act.

14.11 Variation of agreement

This agreement may be varied by later agreements in writing, but any such variation must be consistent with the provisions of the Act and has no effect unless approved by the Authority.

14.12 Provision of information

(a) In accordance with the Act, the Licensee must, on the written request of the Authority or the Commissioner, provide information that the Authority or the Commissioner requires for the administration or enforcement of the Act and this agreement.

(b) The Minister, the Authority or the Commissioner may divulge information obtained in the administration or enforcement of this Act and this agreement to such persons as may be specified in writing by the Minister from time to time as being persons specified for the purposes of section 12(5) of the Act and this agreement.

EXECUTED as an agreement.

THE COMMON SEAL of **THE TREASURER OF SOUTH AUSTRALIA** is fixed to this document by the authority of The Treasurer of South Australia in the presence of)

Signature of witness

LISA DAGNALL

Name of witness (print)

EXECUTED by **SA TAB PTY LTD**)

Signature of director

ROBERT S. RUSE

Name of director (print)

Signature of ~~director~~/company secretary (Please delete as applicable)

ALEXANDER FROLOW

Name of ~~director~~/company secretary (print)

APPROVED by the Independent Gambling Authority pursuant to section 12(3)(d) of the *Authorised Betting Operations Act 2000*)

ANTHONY MARCUS PEDDICORD

Name of ~~Presiding~~ Member

Signature of ~~Presiding~~ Member

11th December 2001

Date

SCHEDULE 1

PART 1

Approved Contingencies – Interstate Racing - Totalisator Betting

Name of contingency	*Description of contingency*
Win bets	The contingency that a specified entrant will place first in a specified Interstate Race.
Place bets	The contingency that a specified entrant will place either first, second or third in a specified Interstate Race.
Quinella bets	The contingency that a combination of two specified entrants will place (irrespective of order of finishing) first or second in a specified Interstate Race.
Forecast bets.	The contingency that a combination of two specified entrants will place (in correct order of finishing) first and second in a specified Interstate Race
Trio bets	The contingency that a combination of three specified entrants will place (irrespective of order of finishing) first, second and third in a specified Interstate Race.
Trifecta	The contingency that a combination of three specified entrants will place (in correct order of finishing) first, second and third in a specified Interstate Race.
Pick 4	The contingency that a combination of four specified entrants will place (in correct order of finishing) first, second, third and fourth in a specified Interstate Race.
Double	The contingency that a combination of two specified entrants (in two different specified Interstate Races or a combination of an Intrastate and an Interstate Race) will each place first in the respective entrant's race.
Treble	The contingency that a combination of three specified entrants (in three different specified Interstate Races or any combination of three specified Intrastate or Interstate Races) will each place first in the respective entrant's race.
Fourtrella	The contingency that a combination of four specified entrants (in four different specified Interstate Races or any combination of four specified Intrastate or Interstate Races) will each place first in the respective entrant's race.

Fortune 8	The contingency that a combination of eight specified entrants (in eight Interstate Races or any combination of eight Interstate and Intrastate Races) will each place first in the respective entrant's race.

PART 2

Approved Contingencies – Totalisator Betting

Australian Football League

Name of contingency	*Description of contingency*
Win	The contingency that a specified team will win a specified Football Game by a margin falling within a specified range.
Double	The contingency that two specified teams will each win a specified Football Game by a margin falling within a specified range.
Treble	The contingency that three specified teams will each win a specified Football Game by a margin falling within a specified range.
Fourtrella	The contingency that four specified teams will each win a specified Football Game by a margin falling within a specified range.
Winning Score	The contingency that a specified team will win a specified Football Game with a specified winning score.

National Rugby League

Name of contingency	*Description of contingency*
Pick the Score	The contingency that a specified team(s) will win a specified Rugby Game(s) within a specified score or score range.
Pick the Margins	The contingency that the margin(s) between the winning and losing team(s) in a specified Rugby Game(s) will be within a specified range(s).
Pick the Winners	The contingency that a specified team(s) will win a specified Rugby Game(s)
Pick the Result	The contingency that a specified team will win a specified Rugby Game by a specified winning margin.

Motor Car Racing - (Indy Cart Racing, Formula 1 and FAI 1000 at Bathurst only)

Name of contingency	*Description of contingency*
Win bets	The contingency that a specified entrant will place first in the specified motor car race.
Place bets	The contingency that a specified entrant will place either first, second or third in the specified motor car race.
Quinella bets	The contingency that a combination of two specified entrants will place (irrespective of order of finishing) first or second in the specified motor car race.
Trifecta	The contingency that a combination of three specified entrants will place (in correct order of finishing) first, second and third in a specified motor car race.

PART 3

Approved Contingencies – Sports and other events – Fixed Odds Betting

Sport / Name of contingency	*Description*
All Nominated Sports events in Part 2 of Schedule 2	
Win Betting	The contingency that a specified competitor or team will win a specified game or competition
Place Betting (each way)	The contingency that a specified competitor or team will place either first, second, third or fourth in a specified game or competition (irrespective of order or placings).
Quinella	The contingency that two specified competitors or teams will place first and second in a specified game or competition (irrespective of order of placing).
Forecast	The contingency that two specified competitors or teams will place first and second in a specified game or competition (in correct order of placing).
Trio	The contingency that three specified competitors or teams will place first, second and third in a specified game or competition (irrespective of order of placing)
Trifecta	The contingency that three specified competitors or teams will place first, second and third in a specified game or competition (in correct

	order of placing)
Margin Betting	The contingency that a specified competitor or team will win a specified game or competition by a specified amount or by an amount falling within a specified range.
Doubles	The contingency that two specified teams will each win a specified game or competition or will each win a specified game or competition by a specified amount or by an amount falling within a specified range.
Trebles	The contingency that three specified teams will each win a specified game or competition or will each win a specified game or competition by a specified amount or by an amount falling within a specified range.
Pick 4	The contingency that four specified teams will each win a specified game or competition or will each win a specified game or competition by a specified amount or by an amount falling within a specified range.
Football Game	
Highest Score	The contingency that a specified team will kick the highest score for a round of competition.
Closest game	The contingency that a specified game will have the closest result relative to each other game in the same round of competition.
Leading Goalkicker	The contingency that a specified player will kick the most goals for a specified round or season or part thereof.
Final 8	The contingency that a specified team will finish the home and away season ranked no worse than eighth (8th).
Last Team Standing	The contingency that a specified team will be the last team to lose a game relative to the other teams in the competition.
Grand Final Quinella	The contingency that two specified teams will play off in the Grand Final.
Brownlow Medal	The contingency that a specified player will win the Brownlow Medal or place in the top three (3) in the Brownlow medal count.
Norm Smith Medal	The contingency that a specified player will win the Norm Smith Medal for best on ground in the Grand Final.

Tennis events in Part 2 of Schedule 2	
Sets Betting	The contingency that a specified player (or in the case of doubles, a team) will win a specified set in a specified match.
Golf events in Part 2 of Schedule 2	
Daily Shootout	The contingency that a specified player will have the lowest score for a round of a tournament.
International Challenge	The contingency that a specified player chosen to represent a particular country has the lowest score in a tournament relative to other players selected to represent a country.
Winning Score	The contingency that the winner of a tournament will win with a specified score.
Cricket events in Part 2 of Schedule 2	
Hi-Bat	The contingency that a specified player will make the most number of runs for his or her team in an innings, game or series.
Hi-Bowl	The contingency that a specified player will take the most number of wickets for his or her team in an innings, game or series.
Most Runs	The contingency that a specified player will make the most number of runs in an innings game or series.
Most Wickets	The contingency that a specified player will take the most wickets in an innings, game or series.
Other events in Part 3 of Schedule 2	
Winner	The contingency that a specified person or thing will win a particular event or award.

PART 4

PROPRIETARY RACING

A contingency(s) of the same type as those described in Part 1 of this schedule (ie in relation to Interstate and Intrastate Races) relating to Proprietary Racing conducted within South Australia.

PART 5

OVERSEAS RACING

A contingency(s) of the same type as those described in Part 1 of this schedule (ie in relation to Interstate and Intrastate Races) relating to racing organised by the bodies and of the type and in the jurisdictions described in the following table:

Jurisdiction	Type of Racing	Organising body
Ireland	Galloping	Registry Office of the Turf Club
Japan	Galloping	Japanese Horse Racing Association
Hong Kong	Galloping	Hong Kong Jockey Club
France	Galloping	France Gallop
New Zealand	Galloping and harness racing	New Zealand Racing Conference
Singapore	Galloping	Singapore Turf Club
South Africa	Galloping	Jockey Club of Southern Africa
United Arab Emirates	Galloping	Emirates Racing Association
United Kingdom	Galloping	Thoroughbred Racing Board British Horse Racing Board
United States	Galloping	The Jockey Club

SCHEDULE 2

PART ONE

NOMINATED SPORTS

All events conducted during Winter or Summer Olympics or Commonwealth Games,
American Football
Athletics
Australian Rules Football (including SANFL matches, VFL matches, State of Origin series and the Brownlow Medal Count
Badminton
Baseball
Basketball
Boxing
Cricket
Cycling
Golf
Hockey
Ice Hockey
Lawn Bowls
Motor Sport
Netball
Rugby League
Rugby Union
Soccer
Speed Boat Racing
Squash
Surf Life Saving
Surfing
Swimming
Table Tennis
Tennis
Triathlon
Yachting
Camel Racing
Touch Football
Snooker / pool
Iron man
Softball

Yachting - Brisbane to Gladstone.

PART TWO

AUTHORISED EVENTS FOR NOMINATED SPORTS

American Football

American National Football Conference Games and Final Series
American Football Conference Games and Final Series
Superbowl
US College Football (games and Final Series)
Most Valuable Player awards sanctioned by relevant recognised governing body

Athletics

World Athletic Championships
Australian Open Championships
State Open Championships
Professional events sanctioned by an Australian Professional Athletic Association
Grand Prix events sanctioned by Athletics Australia

Baseball

US National Baseball League Games and Finals
US College Baseball League Games and Finals
Australian National Baseball League Games and Finals
Special events sanctioned by Australian Baseball League
Most Valuable Player awards sanctioned by relevant recognised governing body

Basketball

European Championships Games
National Basketball Association (NBA, USA) Games
Women's Basketball Association (WBA, USA) Games
National/International Events sanctioned by Basketball Australia
National Collegiate Athletics Association (NCAA) Games
National Basketball Association (NBA, USA) Games
Australian National Basketball League (NBL) Games
Australian Women's National Basketball League (WNBL) Games
Playoff series Australian Continental Basketball League (CBA)
World Championships
Most Valuable Player awards sanctioned by relevant recognised governing body

Boxing

Sanctioned World Title Fights by World Boxing Association
Sanctioned World Title Fights by World Boxing Council
Sanctioned World Title Fights by International Boxing Federation

Camel Racing

Leeton Camel Stakes Race Meeting

Cricket

World Cup of Cricket (One Day Series)
International Test Matches
Sheffield Shield Games
Interstate One Day Series
International One Day Series
Other matches and series sanctioned by the Australian Cricket Board or affiliated international organisations
English County Games
Most Valuable Player awards sanctioned by relevant recognised governing body

Cycling

World Championships
Tour de France
Australian Championships
Commonwealth Bank Classic
West Coast Classic
Herald-Sun Tour
Melbourne to Warrnambool
Other events sanctioned by International Cycling Federation or Cycling Australia

Golf

Australian or State Opens
Australian PGA/LPGA Championships
PGA Tour of Australasia Ltd Events
US Masters
US PGA/LPGA
Dunhill Cup
US Open
US PGA/LPGA Tour Events
British Open
World Match Play
Ryder Cup
European PGA/LPGA Tour Events
South African PGA/LPGA Tour Events
Japanese PGA/LPGA Tour Events
President's Cup
Other events (including 'Skins') sanctioned by Australian PGA/LPGA or an affiliated international organisation
Senior's Tour

Hockey

World Cup
International Senior Tournaments and Tests
Australian Championships
Other matches sanctioned by International Hockey Federation or Hockey Australia
Most Valuable Player awards sanctioned by relevant recognised governing body

Ice Hockey

US National Hockey League Matches
Australian National Hockey League
Canadian National Hockey League Matches
International matches sanctioned by IHL
World Championships
Most Valuable Player awards sanctioned by relevant recognised governing body

Lawn Bowls

SA Premier League
Test Series
City of Adelaide Masters
State Number 1 Pennants (Grade 1)
Australian Sides Championship
SA State Championship Final Series
Trans Tasman Series
Asia Pacific Games
Club Keno Champion of Champions
Australian Indoor Championships
World Championships

Motor Sport

World Formula One Grand Prix Championship Races and Series
World Grand Prix Championship Races and Series (Cars and Bikes)
World/ Australian Touring Car Championships Rounds and Series
Indy Car Grand Prix Races
Bathhurst 1,000 (Production and 2 litre classes)
State and National Sprintcar Championships
Le Mans
Winston Cup
Indianapolis Races
British League Championships (speedway/Bikes)
Speedway Riders World Championships (Bikes)
Australian Rally Championships
World Rally Championships

Rugby League

International Tests
NRL Premiership Season Matches
State of Origin Series
World Sevens or Nines Tournaments
Special Matches sanctioned by NRL
Super League Matches (UK and Europe)
Most Valuable Player awards sanctioned by relevant recognised governing body

Rugby Union

Five/Six Nations Tournament Matches
NSW and Queensland Premiership Season Matches

International test Matches
Hong Kong Sevens Matches
World Cup Matches
Tri-Nations Series Matches
Super 12 Games and Final Series
Interstate Matches
Special Matches sanctioned by ARU or Internal Rugby Board
Commonwealth Games
Most Valuable Player awards sanctioned by relevant recognised governing body

Soccer

English and Scottish Premier League and First Division matches
FA Cup matches
European Winner matches
World Cup matches
Australian National Soccer League matches
European Champions League matches
Euro Championship matches
UEFA affiliated countries- Cup, Premier, League, First Division matches
Special matches sanctioned by Soccer Australia or FIFA
NSW State League- Super League Competition
Cup competitions sanctioned by an officially recognised affiliate of FIFA
USA Premier League and Cup matches
African Championship matches
South African Championship matches
Most Valuable Player awards sanctioned by relevant recognised governing body

Surf Life Saving

Australian Iron Man/Woman Championship Events
World Iron Man/Woman Championship Events
Uncle Toby's Super Series
Kellogg's Nutri Grain Series
Australian Surf Life Saving Championship Events

Surfing

World Professional Men's and Women's Tour Events

Tennis

Grand Slam Tennis Events
Australian State Open Championships
Australian Indoor Championship
RIO Challenge (SA)
David Cup Events
Hopman Cup Events
Federation Cup Events
Special matches or tournaments sanctioned by Tennis Australia
ITP Tour Events
Mercedes Super 9 events

Triathlon

Grand Prix Series/Events (Men and Women)
Iron Man and Woman
Hawaiian Series

Yachting
Sydney to Hobart
America's Cup Challenge Series and Finals
Admiral's Cup
18 Foot Sailing

PART THREE - AUTHORISED NON-SPORTING EVENTS

Academy Awards

Annual awards presented by the Academy of Motion Picture Arts and Sciences

VARIATION OF APPROVED LICENSING AGREEMENT

AGREEMENT dated 13th May **2004**

BETWEEN **THE MINISTER FOR GAMBLING OF THE STATE OF SOUTH AUSTRALIA** of level 11, Zurich House, 50 Grenfell Street, Adelaide SA 5000 being the Minister administering the *Authorised Betting Operations Act 2000* ("Act") for and on behalf of the Crown in right of the State of South Australia **('the Minister')**; and

AND **SA TAB PTY LTD ACN 096 604 170** of 14 Pulteney Court, Adelaide, South Australia, 5000 **('the Licensee')**

RECITALS

A The Minister and the Licensee are parties to an Approved Licensing Agreement made pursuant to section 12 of the Act on the 11th of December 2001.

B Clause 14.11 of the Approved Licensing Agreement permits the Approved Licensing Agreement to be varied by a later agreement in writing, with the variation having no effect unless approved by the Independent Gambling Authority.

C The parties agree to enter into this agreement as the Variation of the Approved Licensing Agreement.

D The parties wish to enter into this agreement to amend the Approved Licensing Agreement.

AGREEMENT

1. INTERPRETATION

1.1 In this agreement, unless the contrary intention appears, expressions used in this Agreement have the same meaning as they have in the Act and the Approved Licensing Agreement.

2. AMENDMENT

2.1 The Approved Licensing Agreement is amended in Section 1.1 by:

(a) deleting paragraph (d) from the definition of **'Licensed Business'**

(b) insert into the definition of **'Licensed Business'** after (c)

"(d) other forms of betting on races held by licensed racing clubs or on approved contingencies"

3. CONFIRMATION

In all other respects the Approved Licensing Agreement is confirmed.

EXECUTED unconditionally as an Agreement on

THE COMMON SEAL of THE MINISTER FOR GAMBLING is fixed to this document by the authority of the Minister for Gambling in the presence of)

MINISTER FOR GAMBLING ★ SOUTH AUSTRALIA ★

.....
Signature of witness

A.B. WESTLEY
Name of witness (print)

SA TAB PTY LTD THE COMMON SEAL OF ACN 097 719 107

EXECUTED by SA TAB PTY LTD

.....
Signature of director

.....
Signature of director/company secretary
(Please delete as applicable)

R A McILWAIN
Name of director (print)

B J Flethen
Name of director/company secretary (print)

APPROVED by the Independent Gambling Authority pursuant to clause 14.11 of the Approved Licensing Agreement.)

MARGARET KELLY
Name of Delegate

.....
Signature of Delegate

13.5.04
Date