

ThoroTransition

Equine Education Grant Program

Terms and Conditions

1 GENERAL

- 1.1 TRNT Off-The-Track ('TRNT OTT') is an extension of Thoroughbred Racing NT (ABN 15 688 350 211), Dickward Drive, Fannie Bay, Darwin NT 0801. TRNT operates and authorises all TRNT OTT programs, including this ThoroTransition ('Equine Education Grant 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

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

TRNT Off The Track Educator means an Educator approved by TRNT OTT who will conduct your lessons or retraining.

Eligible Horse means a Thoroughbred horse approved by TRNT OTT, which:

(a) is a Thoroughbred that has been, or is eligible to be, registered for thoroughbred racing in Australia; and

(b) a decision has been made not to race the horse, or the horse has retired from racing and/or race and

(c) the horse:

(i) was domiciled in the Northern Territory at the time of its retirement, as per Racing Australia records.

(ii) The horse must have been trained and directly retired from a licensed Thoroughbred Racing NT Trainer.

(iii) The horse must retire to a new stable address located within the Northern Territory.

(iv) The horse must be newly retired from racing (within the last twenty four months).

Participant means an applicant or participant in the Program and can include Minors.

Guardian means each parent or guardian of a Minor who completes the Program application and signs the terms and conditions.

Minor means a person participating in this Program who is under eighteen (18) years of age.

Thoroughbred means a horse which is or has been, or is eligible to be, registered for thoroughbred racing in Australia.

You and your means you participating in this Program as a Participant, or as a Guardian of a Participant that is a Minor.

3 PURPOSE

- 3.1 The Program enables Participants who have acquired an Eligible Horse to obtain an \$250 grant to assist in accessing either lessons or retraining (not both) conducted by an TRNT OTT Educator.
- 3.2 The purpose of ThoroTransition is to ensure that Participants can undergo training and learn the vital skills to care for and ride an Eligible Horse. The TRNT OTT Educator 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 or retraining with the TRNT OTT Educator.

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4 YOUR OBLIGATIONS

- 4.1 Each Participant, and in the case of a Minor each Guardian, must follow all reasonable safety directions and guidance provided by any TRNT OTT Educator or TRNT OTT.
- 4.2 To ensure the health and safety of Participants, and any TRNT OTT Educator, prior to any lessons or retraining you must notify each TRNT OTT Educator:
 - (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 TRNT OTT Educator can assess risk and limitations before lessons or retraining begin.
- 4.3 Participants must always wear a helmet if riding an Eligible Horse and any appropriate safety attire recommended by the TRNT OTT Educator.
- 4.4 Participants must behave safely and responsibly during lessons or retraining 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.
- 4.7 Participants must ensure that the Eligible Horse has had a minimum six week let down period from racing activities prior to commencing retraining/ridden activities in the Program.

5 PROCEDURE

- 5.1 Participants must have a Northern Territory residential address to apply to participate in the Program.
- 5.2 Participation in the Program will require completion of the application form for ThoroTransition grant TRNT website and the accompanying instructions must be followed.
- 5.3 Applicants must contact their preferred TRNT OTT Educator prior to nominating the TRNT OTT Educator on the application form to confirm the TRNT OTT Educator's availability, suitability and location for where the lessons or retraining will be held. Participants are not permitted to change their TRNT OTT Educator once the application form has been submitted.
- 5.4 TRNT OTT will assess completed application forms after they have been submitted and will decide whether the person seeking to participate in the Program is approved. TRNT OTT will assess and decide all applications within fourteen (14) business days or such further period as determined by TRNT OTT, and all decisions are made at TRNT OTT's sole discretion.
- 5.5 TRNT OTT may determine and change the application process to participate in this Program at any stage at its sole discretion.
- 5.6 Following approval by TRNT OTT to participate in the Program, TRNT OTT will email a copy of these terms and conditions to you. You must sign and return a copy of these terms and conditions to be a Participant or Guardian in the Program within one (1) month of the date of TRNT OTT's email or your participation in the Program will be cancelled.

- 5.7 Once TRNT OTT has received a signed copy of these terms and conditions, Participants who have been approved with an Eligible Horse that:
 - a) has retired directly from racing, race training within the twenty four (24) months prior to the date of application, will receive a \$250 education grant to be used for lesson or retraining purposes. The grant will be issued in a manner and form decided by TRNT OTT. This grant will entitle Participants to financial assistance in accessing horse coaching lessons or retraining with one of TRNT OTT's Educators.
- 5.8 Approved Participants are issued with a letter of grant approval, which can be presented for use with the TRNT OTT Educator nominated on the application form. Participants are not permitted to change their TRNT OTT Educator once the application has been approved and grant amount of \$250 must be used with the nominated TRNT OTT Educator.
- 5.9 The \$250 grant amount must be used between the date of issue and date of expiry noted on the letter, subject to clause 5.10.
- 5.10 To apply for an extension to the expiry date of grant amount, a medical certificate (Participant) or a veterinary certificate (Eligible Horse) is to be provided to TRNT OTT detailing the incapacitation period of the Participant and/or Eligible Horse. Extensions to the expiry date of grant amount will be granted at TRNT OTT's sole discretion. If an extension is granted, TRNT OTT will provide an extension to the expiry date on the grant letter in accordance with the length of the incapacitation period stated on the medical certificate or veterinary certificate.
- 5.11 Participants can only access the grant amount in their name for use with the nominated Eligible Horse and amount cannot be exchanged with other participants in the Program.
- 5.12 Once you have received approval into the ThoroTransition program, you are responsible for contacting the TRNT OTT Educator that will be conducting the lessons or retraining to confirm a location and time for the lessons or retraining. Lessons or retraining can only be held at the TRNT OTT Educator's property or such other venue agreed with the TRNT OTT Educator. Alternatively, lessons can be conducted via online meeting platforms.
- 5.13 If lessons or retraining will be conducted at the TRNT OTT Educator'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.
- 5.14 TRNT OTT Educators may suspend any lesson or retraining session if it is deemed unsafe to continue. Any lessons or retraining that are suspended and not able to be completed, may be completed at a future time to be negotiated with the TRNT OTT Educator.
- 5.15 Participants may only apply for acceptances into the ThoroTransition program once and within a 18 month period for the OTTB's date of retirement.

6 MINORS

- 6.1 To participate in this Program, Minors must be at least twelve (12) years of age.
- 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.

7 DISCLAIMER

- 7.1 TRNT OTT makes no warranty, guarantee or claim regarding the skills or training that Participants may receive from the horse lessons or retraining provided by an TRNT OTT Educator or any suitability of an Eligible Horse for any subsequent use.
- 7.2 TRNT OTT 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 lessons or retraining, or any facilities that Participants use in the course of doing so, is entirely at their own risk and you accept this risk.

8 INDEMNITY AND RELEASE

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

9 ROLE OF TRNT OTT

- 9.1 TRNT OTT only has the responsibility to ensure that the administrative aspect to the Program is operating correctly, including assessing application forms, providing an letter or grant approval, and engaging TRNT OTT Educators to provide horse lessons or retraining to Participants in the Program.
- 9.2 TRNT OTT will be responsible for processing invoices received by the TRNT OTT Educators to the value of \$250 for Eligible Horses.
- 9.2 TRNT OTT is not involved with organising dates, locations and times for Participants regarding any horse coaching lessons.
- 9.3 TRNT OTT 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 grant amount which is remaining but had not yet been provided. TRNT OTT will not be responsible for any loss, cost, damage or liability that may arise as a result.

10 BREACH OF TERMS AND CONDITIONS

- 10.1 Without prejudice to TRNT OTT other rights under these terms and conditions, if you breach these terms and conditions in any way, TRNT OTT 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

- 11.1 TRNT OTT 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

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

Please nominate your TRNT Off The Track Educator

Please sign below to acknowledge that you have read and agreed to the above Terms and Conditions.

Full Name

Signature

Date