

## ***Racing Australia Service Centre and StableAssist Terms and Conditions***

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### **Acceptance of terms**

By lodging a nomination, acceptance, stable return, scratching or rider, whether by telephone, online through StableAssist or otherwise, you accept and agree to be bound by these terms and conditions which constitute an agreement between you and Racing Australia Pty Ltd.

### **Limitation of liability**

To the maximum extent permitted by law, Racing Australia will be under no liability in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of:

1. any services supplied or provided by Racing Australia Service Centre;
2. any delay, omission, default or error of Racing Australia, its employees or agents, whether negligent or not, in relation to:
  - a. The lodgement of nominations, acceptances, stable returns, scratchings and riders;
  - b. The publication of track condition updates
  - c. The provision of other additional information, including but not limited to race meeting dates, race classes, race closing dates, race field information (times, barriers, etc), race field amendments or race programming, whether or not Racing Australia was aware of the possibility of such loss or damage,
3. any error or delay in the processing of transactions, or
4. any technical malfunction or other problems with any telephone network or service, computer systems, servers or providers, computer or telephone equipment or software.

To the extent that Racing Australia's liability cannot by law be disclaimed, Racing Australia's liability for any loss or damage suffered or incurred in relation to the use of Racing Australia Service Centre or Stable Assist is limited to, at Racing Australia's option, supply of the service again, or the refund of the nomination, acceptance or scratching fee paid, if any.