



DETERMINAZIONE N. 2

DEL 13 GENNAIO 2011

Servizio Scommesse – Contratti con la società AB Trav och Galopp e con la società Phumelela Gold Enterprises per l'acquisizione dei diritti televisivi delle corse in programma, rispettivamente, in Svezia e in Dubai nell'anno 2011

IL SEGRETARIO GENERALE

VISTO il d. lgs. 29 ottobre 1999, n. 449, *“Riordino dell'Unione Nazionale per l'Incremento delle Razze Equine (UNIRE), a norma dell'art. 11 della legge 15 marzo 1997 n. 59”*;

VISTO il decreto-legge 24 giugno 2003, n. 147, convertito nella legge 1° agosto 2003, n. 200, recante proroga di termini e disposizioni urgenti ordinamentali;

VISTO lo Statuto dell'UNIRE approvato con decreto del Ministro delle politiche agricole e forestali di concerto con il Ministro dell'economia e delle finanze in data 2 luglio 2004;

VISTO il d. lgs. 30 marzo 2001, n. 165, *“Norme generali sull'ordinamento del lavoro alle dipendenze della Pubblica Amministrazione”*;

VISTA la deliberazione del Consiglio di amministrazione 17 ottobre 2008, n. 47, di conferimento dell'incarico di Segretario generale dell'UNIRE;

VISTO il d.P.R. 27 febbraio 2003, n. 97 *“Regolamento concernente l'amministrazione e la contabilità degli enti pubblici di cui alla legge 20 marzo 1975, n. 70”*;

VISTO il Regolamento di amministrazione e contabilità dell'Unire, adottato con decreto interministeriale del 5 marzo 2009;

TENUTO CONTO che l'accettazione delle scommesse in Italia su corse estere comporta, per l'Ente, l'acquisizione di risorse finanziarie in misura superiore a quelle necessarie per l'acquisto dei diritti relativi alla trasmissione delle immagini;

CONSIDERATA altresì la valenza promozionale di alcune corse estere, ai fini della diffusione dell'ippica al più alto livello, in considerazione della possibilità offerta al pubblico degli appassionati di prendere visione di eventi ippici di rilievo internazionale;

VISTO lo schema di Calendario nazionale delle corse diramato il 12 gennaio 2011;

RITENUTO OPPORTUNO integrare, ai fini della promozione delle scommesse ippiche, il calendario nazionale con corse internazionali, al fine di fornire agli scommettitori un *“appetibile panel”* di corse su cui scommettere nell'arco dell'intera giornata;

VISTE le allegate proposte di contratto formulate dalla società AB Trav och Galopp per l'acquisizione di diritti televisivi riferiti alle corse che si svolgeranno in Svezia nel primo semestre del 2011 e dalla società Phumelela Gold Enterprises per l'acquisizione dei diritti televisivi delle corse che si svolgeranno in Dubai dal mese di gennaio al mese di marzo 2011;



TENUTO CONTO che detti contratti determineranno, per l'Ente, il sostenimento di costi se e solo nella misura in cui l'Unire deciderà, con successivi atti, di acquisire diritti relativamente a giornate di corse svedesi e del Dubai ai fini del loro inserimento nel calendario funzionale alle scommesse ippiche;

VISTA la relazione tecnico-illustrativa del Servizio Scommesse;

DETERMINA

- di sottoscrivere il contratto, come da schema allegato (*"Race card license and television distribution rights agreement"*), che forma parte integrante della presente determinazione, con la società AB Trav och Galopp, per l'acquisizione dei diritti televisivi delle corse disputate in Svezia nel primo semestre dell'anno 2011;
- di sottoscrivere il contratto, come da schema allegato, che forma parte integrante della presente determinazione, con la società Phumelela Gold Enterprises per l'acquisizione dei diritti televisivi delle corse che si svolgeranno in Dubai nel periodo gennaio-marzo 2011.

Con successivo provvedimento si procederà all'assunzione dell'impegno di spesa derivante dall'attuazione della presente determinazione.

F.to **IL SEGRETARIO GENERALE**
Riccardo Acciai

RACE CARD LICENCE AND TELEVISION DISTRIBUTION RIGHTS AGREEMENT

1 Parties

1.1

AB Trav och Galopp, corporate ID 556180-4161, ("ATG").

1.2

Unione Nazionale Incremento Razze Equine, corporate ID/Codice fiscale 02642470583, ("UNIRE").

2 Background

2.1

ATG operates, under an exclusive licence granted by the Swedish Government, betting in tote form on horse races in Sweden. ATG has developed several betting products, which are marketed under various trademarks. Further, ATG distributes, under an exclusive license granted by the Swedish Government, live horseracing television programs from various racetracks in Sweden, and maintains and owns a database, containing relevant information on, i.e., horses, tracks and races.

2.2

UNIRE operates, under a license granted by the Governments of Italy, betting in tote form on horse races on-track in Italy. It holds the license to manage the distribution of Signal in Italy. Its operations are also delivered through retail, telephone, online and radio channels. Further it maintains a database, containing relevant information on horses, tracks and races.

2.3

UNIRE desires a license right to use, according to its needs, ATG's race card to create its own local pool ("Race card License") and UNIRE also desires a right to receive the simultaneous television transmissions ("Television Distribution Right").

2.4

Subject to clause 2.3 UNIRE warrants that UNIRE, according to applicable legislation in Italy, is entitled to enter into this Agreement and that there are no clauses in this Agreement that are contrary to Italian legal requirements.

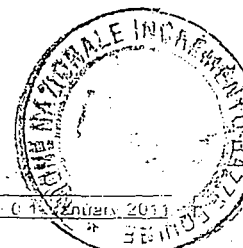
2.5

The parties agree that modification or the amendment to the agreement shall be agreed upon from time to time in writing and signed by both parties.

3 Grant of Race card Licence

3.1

ATG hereby grants to UNIRE a license to use the composition of the races as well as the information about the races as specified in clause 4 for the creation and marketing of an Italian local pool. This licence is strictly limited to the territory of Italy.



3.2

UNIRE agrees not to use the Race card Licence in any way which encourages betting from a person, entity or facility not located within Italy, unless, and only to the extent, that ATG's written consent has been given or has been set forth in this Agreement.

3.3

UNIRE shall exploit the Race card Licence only in connection with the simulcast of the races and in accordance with the applicable Italian rules.

3.4

UNIRE is allowed to use the Race card License according to its needs; no minimum of races is required

4 Information to be made available to UNIRE under Race card Licence

4.1 ATG shall make available to UNIRE, at the time the information becomes available to ATG, the following:

- 4.1.1 Schedule post times for the races, race conditions, and racetrack conditions;
- 4.1.2 the name of each entry in the races, including the owner, trainer, sex, colour, breeding, weight, jockey or driver assignment, post, positions, saddle cloth or head number, and whether the entries have been coupled in any way for wagering purposes;
- 4.1.3 the name of each entry scratched from the races;
- 4.1.4 any jockey/driver, equipment, post time, or other changes;
- 4.1.5 the results of the races with ATG's payout prices;
- 4.1.6 any changes in the post time of the races;
- 4.1.7 a copy of any photo finish; and
- 4.1.8 such other information that ATG believes may be necessary to UNIRE for the promotion and conduct of the simulcasts as provided herein.

4.2

If UNIRE wants to receive past performance information, ATG will transmit or arrange for the access to such information, provided that UNIRE agrees to comply with the conditions and fees, if any, required by the originators of past performance data. ATG shall use its best efforts to ensure that such information made available to UNIRE is accurate and accessible in a timely manner.

4.3

The information specified above in clause 4.1 will be made available to UNIRE by ATG allowing UNIRE to access ATG's database at ATG's information centre at "www.atg.se", "www.atg.se/english" and "www.kanal75.se". ATG will provide UNIRE with passwords to the sites and the program information can be extracted by UNIRE and downloaded or used in an agreed format. UNIRE agrees that the information contained at the ATG information centre site fully complies with the agreed information requirements.



4.4

UNIRE agrees that any information that is extracted and downloaded from ATG's information centre site shall only be used by UNIRE in connection with UNIRE's marketing of the local pools relating to the races and for no other purpose.

4.5

ATG shall be deemed to have completed its obligation to provide information when the information is made available at ATG's information centre site. Thus, ATG shall not be liable for any inaccuracy or incompleteness in the information made available to UNIRE, or the failure of a third party to properly deliver information to be made available to UNIRE.

5 UNIRE's facilities for wagering

5.1

As part of exploiting the race card licence UNIRE shall use its best efforts to provide its patrons with facilities comparable to those provided during its own live races, including but not limited to closed-circuit video of the races, the opportunity to wager, programs, and announcement of conditions and changes.

5.2

UNIRE may accept wagering on the races through telephone wagering, personal computer or other interactive systems.

6 Financial principles

6.1

Any liability for tax or betting duty shall be at the source where the bet is struck. No VAT is payable due to the licence payment within the contract.

6.2

Commission payment will always be in Swedish currency, specified in Appendix 2.

7 Grant of Television Distribution Right

7.1

ATG grants to UNIRE the non-exclusive right to receive and to redistribute simultaneously in Italy, via closed circuit video and data systems, live audiovisual and data signals of the live programs of ATG's races (the "Signals"), which are broadcast during ATG's racing meets. Any extension of UNIRE's right to redistribute also by means of national television in Italy is subject to ATG's prior written approval.

7.2

UNIRE may also use the broadcast for promotional purposes, such as for example presentation of horses and drivers, promotion pictures to UNIRE, Off Track Betting facilities, etc. Such use by UNIRE shall comply with any reasonable instructions as provided by ATG from time to time.

7.3

UNIRE agrees not to retransmit, rebroadcast or in any other way distribute or disseminate the Signals to any person, entity or facility not located within Italy or as part of a cable television, computer or other rebroadcast or interactive system, unless, and only to the extent, that ATG's written consent has been

given or has been set forth in this Agreement. For private persons, ATG allows UNIRE to distribute the Signals only to their customers.

7.4

The foregoing, limited and non-exclusive right to simultaneous distribution of ATG's TV productions shall not include a right to tape, copy or otherwise use the Signals for any other purpose. Except as expressly set forth in this Agreement, no retransmission, rebroadcast or any other distribution of the productions by UNIRE are permitted without the prior written permission of ATG. ATG allows UNIRE to store transmitted signals and show to their customers the stored signals as archive footage, in delayed mode of 30 minutes after each race/leg.

7.5

UNIRE agrees only to distribute the Signals via its circuit video and data systems to its point of sales members, including online, solely for display of the races in connection with the marketing of the Italian local pool. UNIRE agrees not to make the Signals available to point of sales members who allow for public display of the broadcast in any other manner.

7.6

Any redistribution of the Signals by UNIRE, apart from its TV channels, including UnireSat (ch. 220 Sky Italia) shall be encrypted in a manner approved in advance by ATG.

7.7

Any redistribution of the Signals by UNIRE shall be identical to the transmission of the Signals by ATG. UNIRE shall not alter or edit in any manner whatsoever the Signals as produced and transmitted by ATG, except that ATG grants to UNIRE the right to delete those portions of the audiovisual signals that contain prerace or postrace commentary and/or statements made by ATG's track announcer without any other deletion or alteration, and to add local commentary voices.

8 ATG's rights relating to the Signals

8.1

ATG reserves, for itself, its agents and UNIRE's, any and all rights relating to the Signals (except as granted to UNIRE in accordance with this Agreement) including but not limited to, the sole and non-exclusive right to produce, exhibit, sell, license, transfer or transmit in any manner, in still or in motion pictures, radio and television broadcasts or any other similar media transmission, now known or hereinafter developed, of all events, including the races, which occur on the premises of ATG or the respective racetracks (including, without limitation, all activities occurring before, during and after a race).

8.2

No rights in the trademarks, trade names, service marks, service names, copyright protected material, databases or other proprietary information of ATG is granted to UNIRE except as expressly set forth in the Agreement.

9 Transmission of Signals from ATG to UNIRE

9.1

The audiovisual signals of the races including, without limitation, prerace and postrace events, will be transmitted from ATG to UNIRE by means of appropriate electronic equipment, including an uplink.

earth station device and encoding and decoding equipment for signal security purposes, selected by ATG. ATG will be responsible for providing at its cost the uplink device and transponder for transmitting the signals of the races and all technical services associated therewith. UNIRE shall be responsible for providing at its cost a compatible downlink device and decoder for receiving the signals of the races and all technical services associated therewith

9.2

ATG can as an alternative to satellite transmission provide UNIRE with the audiovisual signal of the races by live stream service by IP. This service contains the same audiovisual content as transmitted by satellite and will therefore be included within the definition of the 'Signal'.

UNIRE shall be responsible for providing at its cost the necessary implementation within their system for receiving the signals of the races and all technical services associated therewith. UNIRE shall be responsible to ensure ATG that the live stream service by IP shall only be accessed by their customers with secured technical solution ("behind login") and with no public access. ATG will provide UNIRE with technical specifications and support in order for UNIRE to receive the signal of live stream service by IP.

9.3

ATG has retained a contractor to provide decoding services connected with the Signals. Information with regard to ATG's contractor and the procedures for obtaining decoders shall be provided by ATG to UNIRE. ATG has also retained a contractor to provide live stream by IP services of the Signals. Information with regard to ATG's contractor and the procedures for obtaining necessary information shall be provided by ATG to UNIRE.

9.4

The simulcasts of the races shall be transmitted to UNIRE in the same manner as such races are displayed on ATG's television system.

9.5

The parties understand that the races are to be televised via satellite transmission or live stream by IP in accordance with contracts between ATG and satellite transmission and live stream by IP carriers who may have the right to preempt or cancel the transmission of the races. In the event of such preemption or cancellation, or if such transmission does not take place for any other reason, ATG shall not incur any liability to UNIRE or others.

9.6

To the extent that any races simulcasts to ATG from other racetracks shall be part of the Signals, they shall be transmitted to UNIRE in the same manner as such races are displayed on ATG's television system.

10 Fee for grant of License Race card and Television Distribution Right

10.1

As compensation for granting to UNIRE the Race card Licence and the Television Distribution Right, UNIRE shall pay to ATG:

10.1.1 three (3) per cent of the total turnover of each race/pool of the local Italian pool



10.2

For any turnover on local Italian pools, UNIRE shall send to ATG, within five days after the running of the last race for a given week,

10.2.1 statement of the total turnover as well as an account of the handle for each type of wager, signed by an officer of the UNIRE, and

10.2.2 payment in full to ATG in the manner ATG will determine.

10.3

ATG reserves the right to withhold further transmissions of Signals in the event of late or non-payment of amounts owing under this Agreement.

10.4

On or before the tenth day after the last day of each racing meet, UNIRE shall submit verification of the accounting of the handles certified by an officer of the UNIRE. UNIRE shall maintain for a minimum of 24 months at its offices, complete and accurate books and records relating to its conduct of wagering in the races, which records shall be made available to ATG or its representatives upon request.

10.5

Unless otherwise specifically set forth in this Agreement, each party shall be solely responsible for expenses incurred by it in the performance of this Agreement and the operations of its facilities.

11 Limitation of ATG's liability

11.1

As regards the grant of the Race card Licence ATG does not guarantee the accuracy or completeness of the information made available. ATG shall not be liable to UNIRE in the event that for any reason any information transferred is not correct or complete. However, ATG agrees to use its best efforts to assure the reliability, accuracy, and timeliness of the information made available.

11.2

As regards the grant of the Television Distribution Rights and the corresponding transmission of Signals to UNIRE, ATG's obligations under this Agreement are, and shall be, deemed to be satisfied in full by making the Signals available for satellite uplink. Thus, ATG does not guarantee the accuracy or completeness of the Signals or other information supplied. ATG shall not be liable to UNIRE in the event that for any reason any of the races are not run, any of the races are delayed, or transmission of the races the Signals fail to occur or are delayed. However, ATG agrees to use its best efforts to assure the reliability, accuracy, and timeliness of the simulcasts.

11.3

ATG shall have no liability for any indirect or consequential damages. In any case, the liability of ATG under this Agreement shall be limited to the amount of the commissions payable to ATG for the effected pool.

11.4

The limitations of liability set out in this clause are in addition to other limitations set out elsewhere in this Agreement.



12 Indemnification

12.1

UNIRE shall market the race card in its own name and for its own account in accordance with the applicable rules and regulations in Italy.

12.2

UNIRE agrees to hold ATG harmless for any claim or damage arising from or relating to the use by UNIRE of the services, information and materials provided by ATG.

12.3

In particular, UNIRE shall hold ATG harmless against any claims, relating to wagering on races, from any individuals or entities whose claims are based upon e.g. that any race was not run, any race was delayed, any wagering did not occur or was delayed, transmission of information or of the Signal did not occur or was delayed, etc.

13 Force majeure

13.1

ATG shall not be liable to UNIRE or any other third party for failure to run, or delay in the running of, the races or in the event any equipment, service or transmission cannot be provided by ATG or its contractors or sub-contractors due to an act of God, fire, epidemic, casualty, act or decision of a governmental authority, injunction, technical difficulties, failure of satellite and other communications or electrical, telephone, power transmission lines or facilities, boycott, strike or labour dispute or any other similar cause beyond the control of ATG or its contractors and sub-contractors. In the event of such occurrence, either party may terminate this Agreement or suspend and defer its performance hereunder without incurring any further obligation or liability to UNIRE.

13.2

If any of the above events occurs, preventing UNIRE from broadcasting simulcast of the races, UNIRE may terminate this Agreement or defer or suspend its performance hereunder without incurring any further obligations or liabilities to ATG. However, UNIRE may terminate the Agreement only if such occurring event lasts or is likely to last for a considerable period of time.

14 Trademarks and other intellectual property

14.1

ATG grants to UNIRE a non-exclusive royalty-free licence for the limited use of the trademarks and service marks of ATG as set forth in Appendix 1, as well as the trademarks and service marks for those of ATG's races occurring during and which are subject to this Agreement (all trademarks and service marks are hereinafter collectively referred as "Marks"), in connection with UNIRE's advertising the simulcasts at UNIRE's facility, in UNIRE's programs, subject to the below terms.

14.2

UNIRE agrees that any use by UNIRE in Italy of trademarks owned or used by ATG shall accrue for the benefit of ATG.



14.3

At any time that UNIRE uses the Marks, UNIRE represents and warrants that it shall clearly indicate ATG's ownership of the Marks by use of an accompanying trademark designation, as appropriate, and/or any other statement or indication of ownership as ATG may direct.

14.4

UNIRE understands that this is a limited licence, and UNIRE undertakes that UNIRE shall not use or authorize use of the Marks for any other purpose whatsoever without the prior written consent of ATG, including, but not limited to, use in any promotion or use for any other commercial or collateral purpose such as souvenirs, t-shirts or other items sold or sponsored by UNIRE.

14.5

UNIRE represents and warrants that it shall not use or authorize use of any other of ATG's logos, trademarks, service marks or copyrights without ATG's prior written consent. UNIRE recognizes that the value of the goods will be associated with ATG's Marks and Marks, which ATG claims right to, and recognizes that such Marks have a secondary meaning in the mind of the public. UNIRE represents and warrants that it does not have any claim, right, title or interest in any logos, trademarks, service marks or copyrights to which ATG claims right, except as provided herein.

14.6

In the event that UNIRE has used or uses any logos, trademarks, service marks or copyrights in which ATG claims right at any time prior to or during or after the termination of this Agreement, UNIRE agrees that such use shall inure and accrue to the benefit of ATG. UNIRE shall not be permitted to sublicense or assign its limited license of the Marks.

14.7

UNIRE represents and warrants that it will not take or fail to take any action which could impair ATG's or UNIRE's rights in ATG's logos, trademarks, service marks or copyrights, and they shall indemnify ATG for any liability arising from UNIRE's breach of this section.

14.8

UNIRE acknowledges that the information about the races to be made available to UNIRE constitutes information owned by ATG and UNIRE undertakes to respect ATG's ownership, i.e. UNIRE will use such information only as agreed in this Agreement.

14.9

ATG specifically reserves any and all intellectual property rights not specifically granted herein.

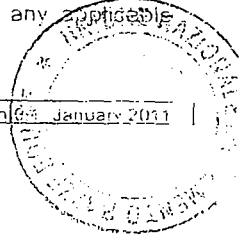
15 Warranties & Representations

15.1

UNIRE warrants and represents that all information supplied by UNIRE to ATG is complete, truthful, and accurate.

15.2

UNIRE further warrants and represents that, in connection with its activities with or for ATG, it will comply with the laws, rules and regulations of all applicable jurisdictions including, but not limited to, applicable anti-corruption, competition, licensing, and registration laws, and with any applicable



laws, regulations, and administrative requirements promulgated under the OECD Convention on Combating Bribery of Foreign Public Officials;

has not made or authorised and will not, directly or indirectly, make or authorise any payments or gifts, or offers or promises of payments or gifts or things of value, directly or indirectly, to any official or employee of any Swedish or foreign national, state, or local (including EU) government or any agency or instrumentality thereof; to any candidate for public office; to any political party, or any officer or employee thereof;

has not paid, or offered, or agreed to pay any political contributions in respect of any business for which it provides or may have provided services to ATG, and that it will not do so in the future;

will fully cooperate in any investigation, including making employees available for interviews, in the event that the ATG requests such cooperation;

15.3

Concerning its records and employees, UNIRE further warrants and represents that in connection with its activities with or for ATG, it:

will permit ATG to review or audit all the books and records relating to UNIRE's activities with or for ATG; and

will provide access to and truthful cooperation by its employees in any internal review conducted by counsel for ATG.

15.4

UNIRE warrants and represents that it has not been convicted of or pleaded guilty to a criminal offense, including one involving fraud, corruption, or moral turpitude, that it is not now, to the best of its knowledge, the subject of any government investigation for such offenses, and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.

15.5

UNIRE agrees to give prompt written notice to ATG if, at any time during the term of the Agreement, UNIRE has failed to comply with or has breached any of its warranties and representations. In the event UNIRE has breached any of its warranties, it shall forfeit any claim to future payments under this contract. In the event that UNIRE breaches the anti-corruption warranty of this agreement, it shall additionally refund any payments made under the contract which contract shall be null and void.

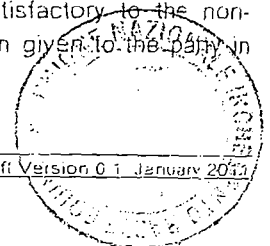
16 Termination

16.1

The Agreement is valid until June 30th, 2011. It automatically terminates said day without any need of giving notice. If both parties agree, an extension can be negotiated before termination of this agreement.

16.2

Either party may terminate this Agreement forthwith if the other party breaches or fails to observe or perform any material provision of this Agreement and fails to remedy such breach or make arrangements for the remedying of such breach which are reasonably satisfactory to the non-defaulting party within fourteen (14) days after written notice thereof has been given to the party in breach.



16.3

This Agreement shall be automatically terminated upon the bankruptcy, insolvency or liquidation of either party.

16.4

Any termination of this Agreement shall not affect any outstanding obligations or indemnities of the parties hereto.

16.5

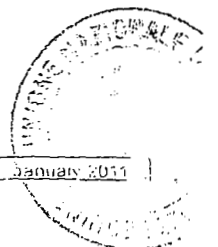
Upon termination of this Agreement, regardless of reason, UNIRE shall immediately cease to use any information relating to ATG's races and UNIRE shall immediately refrain from all use of ATG's trademarks or corporate name. In addition, UNIRE shall return to ATG all material received from ATG, including copies of such material.

17 Assignment

This Agreement and the rights of the parties hereto may not be conveyed, assigned or transferred to any other person without the written consent of the other party.

18 Applicable law

This Agreement shall be governed by the substantive laws of Sweden and Italy. Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral proceedings shall take place in Stockholm and shall be conducted in English.



This Agreement has been executed in two original copies, one for each of the parties.

Place and date

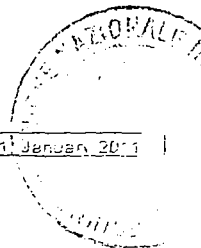
AB TRAV OCH GALOPP

Remy Nilson
Managing Director

Place and date

Unione Nazionale Incremento Razze Equine

Riccardo Acciai



List of Appendices

Appendix 1

ATG Trademarks

Appendix 2

ATG Guidelines for Commission payment

Appendix 1

The following ATG brands and trademarks will be allowed to use at UNIRE:

- Dagens Dubbel (Daily Double)
- Lunch Dubbel (Lunch Double)
- Dagens Rätt
- V65
- V64
- V75
- Harry Boy

THE RAZOR

Appendix 2

Guidelines for Commission payment.

The currency exchange

All pools should be transmitted in the currency of ATG (SEK). ATG has the responsibility of the currency exchange. The exchange rate is set every Friday afternoon and is valid for one week, from Saturday until Friday.

Settlement will be in the currency of ATG (SEK).

Contact persons

ATG's contact persons regarding economical tasks are:

Lotta Jansson, International Department, +46 8 627 2062, lotta.jansson@atg.se
Hugo Nilsson, Finance Department, +46 8 627 2166, hugo.nilsson@atg.se
Katarina Palm, Finance Department, +46 8 627 2009, katarina.palm@atg.se

UNIRE appoints an English-spoken contact person who will communicate with the contact person at ATG's Finance Department.

UNIRE's contact person(s) regarding economical tasks is:

Ugo Manganiello
(u.manganiello@unire.it; 06.51897532)

The Winnings and Commission

The money room (money room = turnover-take out-payout/winnings-breakages) is balanced every second week and ATG sends either a debit or a credit invoice as a settlement. If UNIRE has winnings over SEK 250 000 ATG will make a bank transfer within three days. If UNIRE is accountable for more than SEK 250 000 to ATG, UNIRE will make a bank-transfer within three days.

The commission on the turnover is invoiced and settled by the end of the month.

ATG bank details:

ATG's bank is Skandinaviska Enskilda Banken AB – SEB
Account number: 5201-1001323
VAT number: SE556180-4161
IBAN: SE26 5000 0000 0520 1100 1323
BIC: ESSESESS

UNIRE bank details:

Bank: BNL
Account number:
Swift code:
Account name:
IBAN: IT46V0100503382000000218390
B IC BNL IITRR
Sort Code:



Phumelela Gold

Phumelela Gold Enterprises
Turffontein Racecourse
14 Turf Club Street, Turffontein, 2190
P O Box 82625, Southdale, 2135
Gauteng, South Africa
Tel: (+2711) 681-1500
Fax: (+2711) 681-1895
e-mail: phumelela@phumelela.com
registration number 1997/016610/06
website: www.phumelela.com

Pursuant to our Commingling agreement dated we confirm that UNIRE/Italy will be permitted to receive the live simulcast of horse races held at Meydan Racecourse in Dubai from 13 January to 26 March 2011 on the following terms and conditions;

1. The live satellite television signal shall be broadcast on the same terms and conditions as contained in the Agreement
2. The signal may only be used for lawful totalisator betting on the outcome of the races. Such betting and wagering may only be conducted in Italy.
3. The signal may not be rebroadcast to any other party.
4. The signal may not be used to conduct fixed odds betting.
5. This agreement is only valid for one season for races at Meydan Racecourse in Dubai between November 11th 2010 and March 26th 2011. Fixtures: January 2011 13, 20 and 27; February 2011 – 3, 5, 10, 17, 18 and 24; March 2011 – 3, 5, 10 and 26 (Dubai World Cup) or such dates as any races may be postponed.
6. The fees payable for the receipt of the television signal shall be 2,75% of gross totalisator turnover generated on each simulcast race meeting. Payment shall be subject to the same terms and conditions as contained in the Agreement. Where minimum turnovers apply in your simulcast/tote commingling agreement, handle on Dubai racing will not be counted.
7. PGE and the Dubai Racing Club shall not be held liable due to the cancellation of the races, changes to the running order or the failure to broadcast the races for any reason whatsoever.
8. UNIRE indemnifies PGE and the Dubai Racing Club against any loss, cost, charge, liability or expense that PGE or DRC may sustain or incur as a direct consequence of the breach by UNIRE of any of the obligations or warranties contained in the agreement.
9. The Trade Marks of Dubai Racing Club may not be used without prior written approval.

Please confirm your acceptance of the above terms and conditions by signing below and returning by facsimile to +27 11 681 1718.

Yours sincerely

John Stuart

We hereby accept the above terms and conditions

Signed

Date

Company Name