

# --- EXAMPLE ---

# **OFFER DOCUMENT**

#### THIS STATEMENT MUST BE FORWARDED TO POTENTIAL SUBSCRIBERS

Prior to the Holder of a Dealer's Licence advertising, or making an offer of share in a greyhound in any form, he MUST provide Greyhounds Australasia Limited (GA) with the following information, together with the Application for Approval of the Offer Document (OD).

Note: GA prepares its "Example" documents to assist Promoters to comply with the requirements of their licence. The items listed below are not meant to be exhaustive and GA does not accept liability for the contents of a OD, which remain the responsibility of Promoters. The substantive content requirements of a OD are governed by the Corporations Act 2001, in particular section 1013C to 1013F. Promoters should also refer to ASIC Policy Statement 168 for guidance on what should be listed in an Offer Document.

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## NOTICE TO POTENTIAL SUBSCRIBERS

THIS OFFER DOCUMENT SHOULD BE READ IN ITS ENTIRETY.
BEFORE DECIDING TO ACQUIRE A SHARE(S) IN THE GREYHOUND HEREIN DESCRIBED YOU SHOULD CONSIDER THE SUITABILITY OF THIS PRODUCT TO YOU.

IF YOU ARE IN ANY DOUBT AS TO THE COURSE YOU SHOULD FOLLOW YOU SHOULD CONSULT THE PROMOTER OR YOUR LOCAL ADVISOR TO ENABLE YOU TO MAKE AN INFORMED DECISION AS TO WHETHER TO SUBSCRIBE TO THIS PRODUCT.

FULL NAME OF PROMOTER:		AFSL NO:
ADDRESS:		
NAME OF AUTHORISED REPRESENTA	TIVE (IF APPL	ICABLE), TERMED AS THE OFFEROR:
		ASIC REG NO:
ADDRESS:		

- 1. THE PURPOSE FOR WHICH THE PARTNERSHIP / SYNDICATE IS BEING FORMED:
- 2. THE NUMBER OF SHARES IN THE PARTNERSHIP / SYNDICATE:
- 3. THE PURCHASE PRICE OF EACH SHARE:
- 4. THE TOTAL COST OF THE GREYHOUND:



- 5. A DESCRIPTION OF EACH GREYHOUND TO BE OWNED OR LEASED BY THE PARTNERSHIP / SYNDICATE, I.E. DATE OF WHELP, SEX, SIRE, DAM, COLOUR, MICROCHIP NUMBER, EAR BRAND, AND IF REGISTERED THE NAME OF THE GREYHOUND:
- 6. IF A GREYHOUND IS NOT REGISTERED, HAS AN APPLICATION TO REGISTER OR A TRANSFER BEEN SUBMITTED TO A GREYHOUND CONTROLLING BODY?
- 7. DETAILS OF RACING PERFORMANCE(S) OF THE GREYHOUND (IF RACED):
- 8. DETAILS OF THE PERFORMANCE(S) OF THE SIRE:
- 9. DETAILS OF THE PERFORMANCE(S) OF THE DAM:
- 10. NAME OF THE PROPOSED TRAINER AND WHERE THE GREYHOUND IS TO BE KENNELED:
- 11. DETAILS OF PROPOSED ONGOING EXPENSES TO BE INCURRED BY MEMBERS:
- 12. DETAILS ON HOW WINNINGS WILL BE DISTRIBUTED INCLUDING ANY AMOUNT TO BE DEDUCTED BY THE WAY OF FEES, EXPENSES, CHARGES OR COMMISSION:
- 13. DETAILS OF WHAT PERIODIC (E.G. YEARLY) STATEMENT INVESTORS ARE TO RECEIVE:
- 14. EXPLANATION OF HOW THE PROMOTER OBTAINED THE GREYHOUND AND THE PURCHASE PRICE PAID BY THE PROMOTER:
- 15. A VETERINARY CERTIFICATE PREPARED BY A QUALIFIED VETERINARY SURGEON, COMPLETED NOT LESS THAN THIRTY DAYS PRIOR TO THIS DATE OF THE OFFER DOCUMENT MUST ACCOMPANY THIS APPLICATION: THE CERTIFICATE MUST DISCLOSE ANY FINANCIAL OR OTHER INTEREST HELD BY THE VETERINARIAN IN THE SYNDICATE OR THE MONEYS TO BE RAISED FROM THE SYNDICATION.
- 16. A STATEMENT BY THE PROMOTER AS TO THE CORRECTNESS OF THE VETERINARY CERTIFICATE:
- 17. A STATEMENT BY THE PROMOTER AS TO WHETHER ANY FACT OR OCCURRENCE IS KNOWN TO THE PROMOTER, WHICH RENDERS THE VETERINARY CERTIFICATE MATERIAL INACCURATE:
- 18. A STATEMENT WHETHER THE PROMOTER OWNS THE GREYHOUND OR WHETHER THE GREYHOUND IS IN ANY WAY ENCUMBERED:
- 19. IF THE GREYHOUND IS ENCUMBERED:
  - 19.1. A STATEMENT BY THE PROMOTER PROVIDING FULL PARTICULARS OF THE ARRANGEMENT:
  - 19.2. A STATEMENT BY THE PROMOTER THAT UPON REGISTRATION OF THE SCHEME, SYNDICATE SUBSCRIBERS WILL RECEIVE RIGHT TITLE:
  - 19.3. A STATEMENT BY THE PROMOTER TO DISCHARGE ANY ENCUMBRANCES ON THE TITLE TO THE GREYHOUNDS(S) BEFORE OR UPON REGISTRATION OF THE SCHEME:
- 20. A STATEMENT SHOWING THE DETAILS OF ARRANGEMENTS (IF ANY) WHICH HAVE BEEN MADE TO VEST POSSESSION OF THE GREYHOUND(S) IN THE MANAGER OR PARTNERSHIP, IF A MANGER IS TO BE APPOINTED:
- 21. A STATEMENT DISCLOSING THE FULL PARTICULARS OF ANY LEASE AGREEMENT THAT WILL AFFECT THE PARTNERSHIP / SYNDICATE:
- 22. A COPY OF ANY FINANCIAL LEASE RELATING TO THE GREYHOUND(S):
- 23. A STATEMENT SETTING OUT EXPENSES INCURRED BY THE PROMOTER IN THE FORMATION OF THE PARTNERSHIP / SYNDICATE:



- 24. A STATEMENT THAT THE APPLICATION MONEYS WILL BE HELD IN A SEPARATE TRUST ACCOUNT (THAT IS APPLICABLE FOR THE SOLE PURPOSES OF THIS PRODUCT) BY THE PROMOTER UNTIL THE GREYHOUND CONTROLLING BODY HAS REGISTERED OR REFUSED TO REGISTER THE PARTNERSHIP / SYNDICATE:
- 25. A STATEMENT THAT WHERE THE PARTNERSHIP/SYNDICATE HAS NOT BEEN FULLY SUBSCRIBED WITHIN SIX MONTHS FROM THE DATE OF APPROVAL BY GREYHOUNDS AUSTRALASIA, OR WHERE GREYHOUNDS AUSTRALASIA HAS REFUSED TO REGISTER THE PARTNERSHIP/SYNDICATE, ALL MONEYS HELD IN TRUST, TOGETHER WITH INTEREST, WILL BE RETURNED TO INVESTORS WITHIN (10) BUSINESS DAYS.
- 26. THE PROMOTER (OR OFFEROR) SHALL ABIDE BY A STANDARD FIVE (5) DAY COOLING OFF PERIOD UPON PLACEMENT OF INVESTMENT FUNDS FOR THIS GREYHOUND.

### 27. DETAILS OF "COOLING OFF" PERIOD:

The Promoter shall abide by a standard five (5) day cooling off period upon placement of investment funds for this syndicate. Following advice received in writing from the investor within five days of signing the official documentation that he/she does not wish to proceed with the purchase, the

Promoter will refund the investment amount in full.

#### 28. A STATEMENT OF INDUSTRY RISKS:

Greyhound racing is a high risk venture and financial input should be treated as a speculative investment only.

Potential purchasers in shares offered by insert promoter's name should be aware of possible investment risks, which may include, but are not limited to:

- Not all greyhounds offered for syndication, proceed to a racing career.
- Not all greyhoundss offered for syndication win, are placed or earn prize-money.
- Injuries, which may require an extended recuperation period, may terminate the greyhound's racing career.
- A stud career is not guaranteed for greyhound's offered for syndication by insert promoters name as the principal purpose of the establishment of the syndicate, is a race career.
- 29. A STATEMENT OF ANY SPECIFIC CONFLICT OF INTEREST:
- 30. THE PROMOTER DOES NOT INDIRECTLY INFLUENCE EXPERTS SUCH AS TRAINERS OR VETERINARIANS TO PROVIDE ADVICE WHICH IS BIASED, NOR DO THESE EXPERTS HAVE ANY COMMERCIAL REASON TO PROVIDE ADVICE WHICH IS BIASED.
- 31. IN AN INSTANCE WHEN THE PROMOTER OR TRAINER RETAINS A SHARE IN THE GREYHOUND, THE SHARE IS A COMMERCIAL INVESTMENT AND THE APPROPRIATE FEES ARE APPORTIONED TO THE TRAINER OR PROMOTER AS THEY ARE TO ALL SHAREHOLDERS.
- 32. INFORMATION ABOUT THE DISPUTE RESOLUTION AVAILABLE TO THE SUBSCRIBER INCLUDING THE FOLLOWING:
- 32.1 It shall be a requirement of an approved promoter to have established a suitable internal complaints handling procedure.
- 32.2 In this regard the promoter will be obligated to respond within 7 days to any written compliant in relation to the purchase of shares or conduct of syndication under their management. This requirement is to ensure the promoter acknowledges complaints, fairly considers them, records and reports them and advises of their appeal rights



- 32.3 Should matters not be appropriately resolved by the parties, a statement advising that under the rules of racing they have a right to appeal to the respective Greyhound Racing Controlling Body where the promoter/syndicator is licenced.
- 33. A STATEMENT THAT THE SYNDICATE IS SUBJECT TO THE REGULATION OF THE RELEVANT CONTROLLING BODY:
- 34. A STATEMENT BY THE PROMOTER ADVISING POTENTIAL INVESTORS THAT IT IS IN THEIR INTEREST TO SEEK TAXATION INFORMATION PRIOR TO PURCHASE.
- 35. A STATEMENT ACKNOWLEDGING THAT FURTHER INFORMATION REGARDING THE EXISTING OR PROPOSED INVESTMENT SHOULD BE MADE DIRECTLY BY CONTACTING THE PROMOTER

### **DISCLAIMER**

A copy of this Offer Document has been lodged with Greyhounds Australasia (GA) pursuant to the Class Order issued by the Australian Securities & Investments Commission (ASIC). No liability as to the contents of this Offer Document is taken by GA, its officers, employees or agents.

In particular (but not without prejudice to the generality of this disclaimer) GA does not warrant and has no responsibility for, the commercial merits of the scheme referred to in the Offer Document the manner in which the Syndicates / Partnerships are operated, or the taxation advantages (if any) to which the Scheme may give rise.

I confirm that:

- (a) the statements contained in the Offer Document in relation to the partnership / syndicate are true; and not misleading in their form or content.
- (b) the Offer Document contains all information which the investors and their advisers would require and reasonably expect to find in the Offer Document for the purpose of making an informed assessment about investment in the partnership / syndicate.