



2017

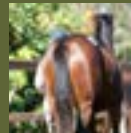
NATIONAL SALE SERIES



NOMINATIONS CLOSE FRIDAY 17 MARCH 2017

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MESSAGE FROM VIN COX

MANAGING DIRECTOR MAGIC MILLIONS



MESSAGE FROM VIN COX

We are excited to invite you to participate in our 2017 Magic Millions National Sale Series.

The Magic Millions National Weanling, Broodmare, Yearling and Racehorse Sale has established itself amongst the top-tier of breeding stock sales conducted anywhere across the globe.

We pride ourselves in our capacity to service the selling requirements of each and every breeder. We are here to support you in your thoroughbred business with real results that no comparable breeding stock sale can boast.

In the Southern Hemisphere, the National Sale is the undisputed leader in promoting your bloodstock to the most extensive international and domestic marketplace.

The immense growth and evolution of the National Sale across all sessions demonstrates the importance we place on providing every individual breeder with the best and fairest option to maximise their sale outcome.

Our industry leading commission rates from 2016 are back in 2017 and the format of the sale around the Brisbane Winter Carnival is proven to perform across all markets.

We are proud that the National Sale has developed into a not-to-be missed event for bloodstock investors worldwide. It's with the same rationale we encourage you to consider the National Sale as a not-to-be missed selling opportunity for bloodstock at every level.

To be entrusted with selling your horses at any stage of their breeding or racing life is a real privilege. On behalf of the team at Magic Millions we provide you with our commitment to the

continued growth of the National Sale, via our unmatched bloodstock, marketing and promotion expertise, and buyer recruitment strategies, to achieve the best possible sale result on your behalf.

The 2017 edition of the Magic Millions National Sale is the established vehicle in the Southern Hemisphere to make real returns from your bloodstock portfolio a reality.

It's as clear as it gets!

VIN COX, MANAGING DIRECTOR



MAGIC MILLIONS 2017 NATIONAL SALES

NOMINATIONS CLOSE FRIDAY 17 MARCH 2017

MAGIC MILLIONS GOLD COAST NATIONAL WEANLING SALE

Book 1 **Sunday 28 May**
Nomination Fee: \$1,100

Book 2 **Monday 29 May**
Nomination Fee: \$550

MAGIC MILLIONS GOLD COAST NATIONAL BROODMARE SALE

Book 1 **Wednesday 31 May – Friday 2 June**
Nomination Fee: \$1,650

Book 2 **Sunday 4 June**
Nomination Fee: \$550

MAGIC MILLIONS GOLD COAST NATIONAL YEARLING SALE

Book 1 (subject to selection) **Tuesday 6 June – Wednesday 7 June**
Nomination Fee: \$1,375

Book 2 **Thursday 8 June**
Nomination Fee: \$550

MAGIC MILLIONS GOLD COAST NATIONAL RACEHORSE SALE

Friday 9 June
Nomination Fee: \$550

All nomination fees inclusive of GST. Please DO NOT send payment with Nomination Forms. Entry Fees will be invoiced prior to the Sale. Dates correct at time of print, subject to change.

L 267
P \$47,500
350,000
251,300



MAGIC MILLIONS
MORE THAN SENSE



AS IMPRESSIVE AS IT GETS

Lot 270 from the 2016 Gold Coast National Weanling Sale – Exceed and Excel/Doctrine colt
bought by Amarina Farm for \$350,000 from Rothwell Park

MAGIC MILLIONS NATIONAL WEANLING SALE

28-29 MAY 2017 – NOMINATIONS CLOSE FRIDAY 17 MARCH 2017

“We had so many lookers here (for our 15 weanlings) you have no idea. I have been working at sales now for 25 years plus and the number of cards that we did this week has been quite phenomenal”.

John Holloway from Rothwell Park whose draft average was \$114,458.



WE'LL LET THE STATS DO THE TALKING

5 VENDORS
AVERAGED \$100,000+

152 INDIVIDUAL BUYERS
FOR 292 HORSES

**45 INDIVIDUAL SIRES HAD A
CLEARANCE OF 100%**



"I am over the moon, it's an unbelievable price. We expected the filly to make between \$80,000 and \$100,000, but to get that sort of money was incredible".

Sean Dingwall of Caithness Breeding delighted with \$200,000 for lot 78 Hinchinbrook/Reve de Victoire filly.

"I thought he would make his 200 but that really did surprise me".

Andrew Ferguson from Bell River Thoroughbreds on lot 171 Not A Single Doubt/Wild Irish Song colt who sold for \$280,000.

"It's been a sale where there's been strong competition on the nice horses and the commercial sired horses".

Mike Fleming from Bhima Thoroughbreds who achieved a 100% clearance rate on the 14 weanlings they offered.

"That was incredible... We have had a very good sale".

David Toole from Kambula Stud on lot 190 Zoustar/Armanjena colt making \$250,000.



28 VENDORS ACHIEVED 100% CLEARANCE

3.5% COMMISSION RATE
ACROSS ALL VALUES - NO PASSED
IN COMMISSION!

- | | | |
|----------------------------------|--------------------------------|--------------------------------|
| ARROWFIELD STUD | JORSON FARM | RIDGEVIEW PARK |
| BARADOR STUD | KANSAS PLAINS STUD | ROSARI FARM |
| BHIMA THOROUGHBREDS | KENMORE LODGE | THE OLD CROSSING |
| CAITHNESS BREEDING | KITCHWIN HILLS | THREE BRIDGES
THOROUGHBREDS |
| CORUMBENE STUD | LAURISTON THOROUGHBRED
FARM | VINERY STUD |
| DARTBROOK DOWNS
THOROUGHBREDS | MOOBI FARM | WARRALONG PARK STUD |
| EVERGREEN STUD FARM | MRS P SIEBENHAUSEN | WATTLE BRAE STUD |
| GT PARK | MURRULLA STUD | WIDDEN STUD |
| GAINSBOROUGH LODGE | NORALLA STUD | |
| GLASTONBURY FARMS | RAHEEN STUD | |

WEANLING SALE REGIONAL SPEND COMPARISON

Region	2016				2015			
	Magic Millions Spend	Magic Millions Lots	Nearest Competitor Sale Spend	Nearest Competitor Sale Lots	Magic Millions Spend	Magic Millions Lots	Nearest Competitor Sale Spend	Nearest Competitor Sale Lots
Europe	\$1,546,000	14	\$0	0	\$633,000	9	\$0	0
New Zealand	\$1,945,000	32	\$1,125,000	16	\$2,208,000	25	\$765,000	15
South Africa	\$202,000	10	\$0	0	\$662,500	20	\$56,000	3
USA	\$176,500	5	\$50,000	1	\$400,000	2	\$230,000	1
International Total	\$3,869,500	61	\$1,175,000	17	\$3,907,500	57	\$1,051,000	19
Domestic Total	\$13,478,750	231	\$3,650,000	149	\$11,403,000	243	\$4,872,450	177



WEANLING SALE MARKET COMPARISON

Price Bracket	2016			2015		
	Magic Millions	MM Market Share	Nearest Competitor Sale	Magic Millions	MM Market Share	Nearest Competitor Sale
\$300,000+	6	100%	0	4	100%	0
\$200,000 - \$299,999	16	100%	0	14	82%	3
\$100,000 - \$199,999	39	80%	10	36	78%	10
\$50,000 - \$99,999	46	70%	20	65	71%	27

MAGIC MILLIONS 2017 GOLD COAST NATIONAL WEANLING SALE

Sire: Colour: Sex:

Dam: Foaling Date: / 2016

Dam Sire:

Microchip N°: Brands: NS OS
Brand Index Number

Session: Book 1 Book 2 (COMPULSORY X-RAYS) Is this Weanling a foal share? Yes No

Location for inspection (inc phone number):

State: Postcode: Email:

Contact Name: Phone:

 Name of vendor to appear in catalogue:

Address:

Suburb: State: Postcode:

Phone: Fax:

Mobile: Email:

Proceeds of sale Cheque: EFT: If EFT – Account: BSB:

Payable to (Only one payee):

Address:

Suburb: State: Postcode:

Phone: Fax:

Mobile: Email:

Australian Business Number (ABN): If no ABN, please complete the below Declaration by a non GST registered vendor.

How many owners are in the horse?:

What is the percentage of GST ownership?: If NIL, please complete declaration below.

Please tick one box: **DECLARATION BY A NON GST REGISTERED VENDOR**

Section (A) The supply is made to you in my capacity as an individual, and the supply is made in the course of an activity that is a private recreational pursuit or hobby, or is wholly of a private or domestic nature for me.

Section (B) The supply is made by us as an entity (other than an individual) and we are not carrying on an enterprise in Australia.

Section (C) I (or the supplier that I represent) am/is a non-resident who is not carrying on an enterprise in Australia.

Signed: Dated:

Please complete all of the above details and sign below to acknowledge that you have agreed to be bound by the **CONDITIONS OF NOMINATION**. Please **DO NOT** send payment with this Nomination Form. **NO ENTRY WILL BE ACCEPTED IF NOT SIGNED AND ALL GST DETAILS COMPLETED.**

Name: Signature: Date: / /

OFFICE USE ONLY

A/C CODE: ENTRY ID: GST STATUS:

MAGIC MILLIONS 2017 GOLD COAST NATIONAL WEANLING SALE

Sire: Colour: Sex:

Dam: Foaling Date: / 2016

Dam Sire:

Microchip N°: Brands: NS OS
Brand Index Number

Session: Book 1 Book 2
(COMPULSORY X-RAYS) Is this Weanling a foal share? Yes No

Location for inspection (inc phone number):

State: Postcode: Email:

Contact Name: Phone:

 Name of vendor to appear in catalogue:

Address:

Suburb: State: Postcode:

Phone: Fax:

Mobile: Email:

Proceeds of sale Cheque: EFT: If EFT – Account: BSB:

Payable to (Only one payee):

Address:

Suburb: State: Postcode:

Phone: Fax:

Mobile: Email:

Australian Business Number (ABN): If no ABN, please complete the below Declaration by a non GST registered vendor.

How many owners are in the horse?:

What is the percentage of GST ownership?: If NIL, please complete declaration below.

Please tick one box: **DECLARATION BY A NON GST REGISTERED VENDOR**

Section (A) The supply is made to you in my capacity as an individual, and the supply is made in the course of an activity that is a private recreational pursuit or hobby, or is wholly of a private or domestic nature for me.

Section (B) The supply is made by us as an entity (other than an individual) and we are not carrying on an enterprise in Australia.

Section (C) I (or the supplier that I represent) am/is a non-resident who is not carrying on an enterprise in Australia.

Signed: Dated:

Please complete all of the above details and sign below to acknowledge that you have agreed to be bound by the **CONDITIONS OF NOMINATION**. Please **DO NOT** send payment with this Nomination Form. **NO ENTRY WILL BE ACCEPTED IF NOT SIGNED AND ALL GST DETAILS COMPLETED.**

Name: Signature: Date: / /

OFFICE USE ONLY

A/C CODE: ENTRY ID: GST STATUS:

CONDITIONS OF NOMINATION - MAGIC MILLIONS 2017 GOLD COAST NATIONAL WEANLING SALE

Auctioneer's Licence No.: 2005419

1. The Sale refers to any one or more of the following Sales for which a Lot is nominated, accepted and subject to the Vendor's rights of withdrawal, offered for sale by way of auction conducted by principal Selling Agent, Magic Millions Sales Pty Limited (A.B.N 54 078 396 317) ("the Selling Agent").
- 1.1 The Magic Millions 2017 Gold Coast National Weanling Sale will be held at the Gold Coast Sales Complex, Bundall, Queensland from the 28th day to the 29th day of May, 2017.
2. The Selling Agent is licensed under the Property Agents and Motor Dealers Act 2000 ("PAMD") to conduct auctions of livestock;
3. The Vendor wishes to have a Lot in the Sale. (A reference to "Lot" includes "Lots").

APPOINTMENT OF PROMOTER

4. The Vendor agrees that all advertising, marketing and promotion in respect of the Sale (including his Lots in it) will be carried out by Magic Millions Promotions Pty Limited (ABN 41 088 197 200) ("the Promoter"), a company engaged in the business of promoting and marketing throughout the world, thoroughbred sales, races and related events, as well as performances, exhibitions, social events, conferences and events in the general entertainment industry and the Vendor hereby confirms the Promoter's appointment and role in that behalf by the Selling Agent.

VENDOR'S APPOINTMENT OF THE SELLING AGENT

5. The Vendor (subject to his compliance with these conditions) hereby appoints and authorises the Selling Agent to:
 - 5.1 Act as the sole and exclusive agent of the Vendor to sell the Vendor's Lot at the Sale, or prior thereto with the Vendor's consent where the Lot is not sold at the Sale, privately and outside of the auction at a price nominated by the Vendor at any time from the close of nominations to a date sixty (60) days after the Sale, and these conditions shall apply insofar as is possible, to such private Sale.
 - 5.2 Collect the full or any part of the purchase price including, if applicable, any GST for any Lot on behalf of the Vendor by means of cash, personal cheque, or otherwise by the Selling Agent at the Selling Agent's absolute discretion;
 - 5.3 Deliver any Lot sold on the Vendor's behalf prior to full payment of the purchase price including, if applicable, any GST on said Lot, such delivery being given by the Selling Agent at the Selling Agent's absolute discretion;
 - 5.4 Determine in its absolute discretion whether any Lot is suitable for the Sale, the manner in which and the time and place at which the Sale is to be conducted, and whether the opinion of a Veterinary Surgeon at the Vendor's cost should be obtained in respect of the condition of any Lot;
 - 5.5 Deduct and retain from the gross purchase price payable for any Lot, any commission, Nomination Fees or expenses owing to the Selling Agent, including any GST applicable thereon. These amounts will include but will not be limited to those referred to in Clauses 9, 10 and 11 of these Conditions;
 - 5.6 Return the Lot to the Vendor if a sale is not effected or any account of the Vendor is not settled within seven (7) days of the Sale Date, or at any extended date by approval of the Vendor;
 - 5.7 Deliver a passed-in Lot or a Lot bought back by the Vendor until all sale charges and if applicable GST are paid, the Selling Agent being entitled to exercise a lien in respect of any outstanding fees, commissions, GST or charges;
 - 5.8 Disclose the name, description and address of the Vendor to a bidder or Purchaser if it considers it appropriate, or in the case of any dispute touching on any sale of a Lot. In every case it is agreed that the remedy of the Purchaser shall be against the Vendor and not under any circumstances against the Selling Agent;
 - 5.9 Accept the rescission of any sale, allow any purchaser an extension of time for payment, or agree to any variation of the Conditions of Sale in the Sales Catalogue on behalf of the Vendor should the Selling Agent decide in its absolute discretion that any such action is justified;
 - 5.10 Bid up to the reserve price set by the Vendor without incurring any liability to the Vendor in the event of the Lot not selling.
 - 5.11 The Vendor agrees that the Selling Agent reserves the right to:-
 - 5.11.1 Reject any nomination at any time for such reason as the Selling Agent shall deem appropriate, in its sole discretion, and the Selling Agent shall then return any nomination fee paid only if the rejection is without reasonable cause;
 - 5.11.2 Determine the order of sale of all entries;
 - 5.11.3 Assign stabling facilities in its sole discretion and the Selling Agent shall have no obligation to assign the same or similar stabling facilities which may have been assigned to the Vendor at previous Sales;
 - 5.11.4 Set a minimum bid (upset price) for the horses sold in this Sale, in its sole discretion;
 - 5.11.5 Refuse to sell any horse by auction if the Selling Agent has knowledge that the said horse has been sold privately prior to said auction.
6. The Selling Agent shall pay the proceeds of the Sale including any applicable GST to the person or persons nominated as the person to be paid such proceeds, on the Official Nomination Form, whose receipt shall be a sufficient discharge of the Selling Agent's obligations in respect of such proceeds.
7. All nominations for the Sale must be submitted on the Official Nomination Form, a copy of which is attached to these conditions, duly signed by the Vendor or for and on behalf of the Vendor by the Vendor's Agent. The Official Nomination Form must reach the office of the Selling Agent (PO Box 5246, Gold Coast Mail Centre, Queensland, 9726) by no later than the specified closing date.
8. Subject to the Vendor executing this Nomination Form prior to the offering for sale of a Lot by the Selling Agent, the Selling Agent is exempted from the requirement of Chapter 12 of the PAMD from maintaining a trust account for the deposit of the proceeds of sale of the Vendor's Lot and the Vendor acknowledges the existence of such exemption;

COMMISSIONS DUE TO THE SELLING AGENT

9. The Vendor will pay the following amounts to the Selling Agent:-
 - 9.1 A commission of the rate of 3.85% (inclusive of GST) of the sale price of any Lot sold or bought back by the Vendor
 - 9.2 In the event that any Lot is not sold or bought back by the Vendor, no passed-in commission will be charged.

FEES AND CHARGES DUE TO THE PROMOTER

10. The Vendor will pay the following fees and charges to the Promoter in respect of its promoting and marketing of the auction sale:-
 - 10.1 The Nomination Fee (including GST) as specified on the Official Nomination Form and;
 - 10.2 The Nomination Fee (including GST) will be invoiced on Written Acceptance of the Lot into the Sales referred to in 1.1 and;
 - 10.3 The Nomination Fee (including GST) must be paid for in full within fourteen (14) days of invoicing.
- The Vendor will not be entitled to any refund in respect of any payment pursuant to these conditions from the Promoter, save as is expressly provided by these Conditions.

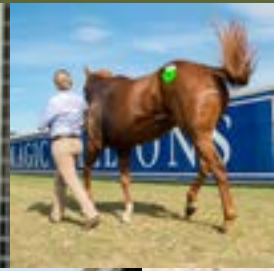
THOROUGHBRED BREEDERS AUSTRALIA LIMITED (TBA) LEVY

11. The Vendor hereby irrevocably authorises the Selling Agent to deduct a marketing levy on behalf of the Thoroughbred Breeders Australia Ltd (TBA) in the amount of 0.385% (inclusive of GST) of the sale price of any Lot sold or bought back by the Vendor. The marketing levy will be forwarded by the Selling Agent to the Thoroughbred Breeders Australia Ltd (TBA) within forty two (42) days of all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot.

VENDOR'S OBLIGATIONS AND WARRANTIES

12. Any Lot accepted for the Sale shall be submitted to the representatives of the Selling Agent for inspection and all Lots must meet the requirements of the Australian Stud Book at the Vendor's cost and expense.
13. The Vendor shall indemnify and hereby indemnifies the Selling Agent against any claim by a Purchaser or any other person arising out of the Vendor's failure to comply with the Australian Stud Book requirements (including any payment of fees and GST if applicable). The Vendor acknowledges that the Selling Agent is entitled to a reasonable fee for any work done to ensure the Vendor's compliance with the Australian Stud Book requirements.
14. The Vendor shall supply to the Selling Agent all documents required for the transfer of ownership of any Lot sold within seven (7) days of the conclusion of the Sale. Should the Vendor not deliver such documents to the Selling Agent within the said time limit, the Vendor irrevocably authorises the Selling Agent to order a new / replacement set of documents at the Vendor's cost and expense.
15. The Vendor shall be responsible for verifying the accuracy of all information published in the Sale Catalogue and warrants to the Selling Agent and any Purchaser the accuracy of such information except where the Vendor notifies the Selling Agent in writing of any inaccuracy in such information prior to the date of the Sale.
16. The Vendor or his duly authorised representative warrants that he will disclose to the Selling Agent the true owner of the Lot nominated to any person or party for the Sale on request. The Vendor authorises the Selling Agent to disclose the true owner of the Lot at the Selling Agent's absolute discretion.
17. The Vendor warrants to the Selling Agent that the person completing and submitting the Nomination Form is duly authorised to complete and submit the Nomination Form on behalf of the Vendor and, carry out all the obligations of the Vendor as set out in the Nomination Form and provide the Vendor warranties set out in the Nomination Form.
18. The Vendor or his duly authorised representative shall be present at the Sale venue at all times during which the Sale is being conducted and shall immediately correct any incorrect statements or representations made by the Selling Agent regarding any Lot for which the Vendor or his agent is responsible, failing which correction the Vendor shall be deemed to authorise the statement and warrant to the Selling Agent and any Purchaser the truth of any statements or representations made by the Selling Agent.
19. The Vendor will produce for the Sale a Lot without any obvious physical defects. Should the Selling Agent be of the opinion that a Lot is not suitable for sale, it has the right of its absolute discretion, to withdraw the Lot from the Sale, remove it from the grounds, and consign it to the address of the Vendor as it appears on the Official Nomination Form, at the Vendor's risk and expense.
20. The Vendor warrants to the Selling Agent that he is the true owner of the Lot nominated for the Sale or is duly authorised to sell the Lot on the owner's behalf and that it is able to transfer good title to the Lot free from any mortgage, lien, charge, bill of sale (whether registered or not) or security interest as defined in the Personal Property Securities Act 2009 ("the PPSA"), and any other adverse interest except where such interest has been notified in writing to the Selling Agent prior to the Sale and such interest has been acknowledged by the Selling Agent. The Vendor irrevocably authorises the Selling Agent to register its interest in each Lot against such Lot and the Vendor to secure payments owing to the Selling Agent by the Vendor or payments made by the Selling Agent to the Vendor on account of the purchase price where the Purchaser of a Lot has not paid all or part of the purchase price. If the owner of the Lot is a company, the Vendor warrants and represents to the Selling Agent that there are no fixed charges affecting the Lot, that there are no floating charges affecting the Lot or such charges are not in default, and that the Vendor and no officer thereof is aware of any circumstances by which any floating charge in relation to the Vendor may have crystallised. The Vendor warrants and represents that the Lot is being sold in the ordinary course of business.
21. Except as disclosed in writing to the Selling Agent prior to the Sale, the Lot nominated for the Sale shall be free of any symptoms associated with wind sucking, wobbling, roaring, impaired vision, botulism, equine morbillivirus (Hendra virus), nipah virus or any other virus.
22. Except as disclosed in writing to the Selling Agent prior to the Sale, the Vendor warrants that all male animals have not had one or both testes removed, save insofar as such circumstance has been disclosed to the Selling Agent prior to the Sale of such animal.
23. In the event that the Selling Agent cancels the Sale the Vendor has no claim against the Selling Agent for damages or costs or expenses other than the repayment of the Nomination Fees paid by the Vendor or save as is expressly provided for by these conditions.
24. Any Lot nominated for the Sale cannot be withdrawn by the Vendor, after the assigning of the horse's lot number for the Sale Catalogue, without the forfeiture of the Nomination Fee, except in the event of injury, death or illness of the Lot. Apart from death of a Lot (in which case the Nomination Fee shall be refunded in full), in all cases of alleged injury or illness if the Vendor at his expense produces a Veterinary Certificate, within thirty (30) days from the completion of the Sale, confirming the existence of

- the injury or illness alleged, two thirds of the Nomination Fee shall be refunded. Should the Vendor not produce an acceptable Veterinary Certificate, the Vendor shall pay to the Selling Agent 6.6% (inc GST) of the median sale price for the Selling Session in which the withdrawn Lot was listed, as liquidated damages, in addition to the Nomination Fee.
- The Vendor acknowledges that by execution of this Nomination Form that the Selling Agent distributes its Sale Catalogue on a worldwide basis to thousands of potential Purchasers who make arrangements to be present at the Sale because of Lots listed in the Sales Catalogue and acknowledges the credibility of the Sale is diminished if catalogued Lots are withdrawn without good and valid excuse.
25. Should the Vendor sell privately any Lot accepted for the Sale during the period from the Closing Date for Nominations until sixty (60) days after the Sale (the Agency Period), the Vendor shall promptly pay to the Promoter and Selling Agent an amount equal to the total charges including GST set out in Clauses 9, 10 and 11 of these Conditions.
26. The Vendor shall comply in all respects with the rules of the Sales Complex displayed within the office block at the Sales Complex.
27. In respect of any description used in, or in connection with the Sale the parties hereto agree that the expression "colt" includes any foal or pinto, namely male animals in which one or both testes have not descended into the scrotum from the abdomen.
28. Any Lot entered by the Vendor (including its storage by the Selling Agent) shall be at the Vendor's sole risk and expense notwithstanding any negligence on the part of the Selling Agent and the Vendor indemnifies the Selling Agent against all claims, actions, loss, damages, costs and expenses incurred including stabling and feed.
29. The Vendor agrees to be bound by the Conditions of Sale as printed in the Sale Catalogue, including any variations made thereto at the absolute discretion of the Selling Agent.
30. The Vendor shall promptly advise the Selling Agent of any credit arrangements made with a Purchaser of a Lot (which shall be at the Selling Agent's discretion) and shall sign an acknowledgment of such arrangements as directed by the Selling Agent.
31. The Vendor acknowledges that the Selling Agent acts merely as agent for the Vendor and gives no warranty that any Purchaser will complete a purchase in accordance with the Conditions of Sale, nor is the Selling Agent under any liability in respect of the Sale should the Purchaser fail to complete their purchase save as is expressly provided in these conditions.
32. Subject to the Conditions of Sale printed in the Sale Catalogue, if the Selling Agent delivers any Lot to the Purchaser of that Lot prior to the Selling Agent having received payment by cash or otherwise for the Lot, the Selling Agent will use its best endeavours to secure the performance by the Purchaser of its obligation to pay the purchase price and any applicable GST except where:
 - 32.1 The Selling Agent has formed the opinion that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot;
 - 32.2 The Vendor enters into any credit arrangement or terms with the Purchaser;
 - 32.3 The Sale is terminated or unenforceable for any reason;
 - 32.4 The Vendor agrees to any variation of the normal terms of the contract for the purchase of his Lot (including without limitation terms as to the time for payment) without the prior written consent of the Selling Agent;
 - 32.5 The Vendor consents to the delivery of the Lot by the Selling Agent;
 - 32.6 The Vendor has not paid any monies due and owing by the Vendor to the Selling Agent on any account whatever.
33. The liability of the Selling Agent pursuant to, or incidental to, its appointment in respect of any Lot shall be limited to the purchase price accepted by the Selling Agent as the price payable less any monies owing to the Selling Agent by the Vendor on any account, including any GST applicable thereon.
34. The Vendor agrees that if the Selling Agent pays to the Vendor any amount in respect of the purchase price and if applicable GST for any Lot prior to the Selling Agent receiving from the Purchaser the full purchase price including any applicable GST of the Lot and/or the honouring of all the bills of exchange tendered in respect thereof, the Vendor shall immediately execute and deliver to the Selling Agent authorities and documents in such form as the Selling Agent in its absolute discretion requires, so as to secure and authorise the Selling Agent to exercise through or on behalf of the Vendor all rights which the Vendor may have in respect of the Lot and/or any bill of exchange or other right held by the Vendor in his own right.
35. The Selling Agent guarantees to the Vendor that payment will be forwarded to the Vendor within forty two (42) days from the end of the Sale, all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot but subject to the Selling Agent's right to withhold payment of all or part of the proceeds of such sale where the Selling Agent concludes that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot.
36. The Vendor acknowledges that if the Vendor suffers a loss as a result of a failure by the Selling Agent to account to the Vendor for all or any part of the sale proceeds of the Vendor's Lot, the Vendor does not have a right of compensation from the Claim Fund under the PAMD.
37. The Vendor agrees that the Selling Agent may assign the benefit of all nominations to the Sale to such third person, as the Selling Agent may determine and the Vendor agrees to be bound by the terms of such assignment.
38. The Vendor agrees to indemnify and hereby indemnifies the Selling Agent against all loss, damage, costs and expenses of whatever nature incurred by the Selling Agent directly or indirectly as the result of the Vendor's non-compliance with any of the Conditions of Nomination or the Conditions of Sale.
39. The Vendor agrees that the Nomination Fee remains a debt due and payable by the Vendor to the Selling Agent from the date of nomination (that is to say, at the date when the Lot is nominated) of any Lot notwithstanding the withdrawal of the Lot from the Sale and the Vendor acknowledges and agrees that the only basis upon which he may claim a repayment of the Nomination Fees from the Selling Agent is:
 - 39.1 If the Selling Agent cancels the Sale in accordance with Clause 23 of these Conditions, or
 - 39.2 If the Lot is rejected in accordance with Clause 19 of these Conditions, or is not included in the Sale Catalogue.
40. The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions, are severable and independent and any monies paid to either of them are payments to which they are entitled in their own right pursuant to these Conditions.
41. In the event that any provision is unlawful or void, the parties agree that these conditions shall be construed so far as is possible so that the unlawful or void portion is an independent promise and is severable from the other conditions. Where such unlawful or void portion relates to any provision for fees or remuneration including if applicable GST then a term will be implied (so far as the law permits) that reasonable remuneration and expenses including if applicable GST will be payable for any services rendered by or on behalf of the Selling Agent to the Vendor.
42. The Selling Agent does not assume any responsibility for exporting horses.
43. The Vendor accepts, confirms and acknowledges the following:
 - 43.1 The Selling Agent accepts no liability for any GST liability arising as between the Purchaser, the Vendor and the ATO in respect of any Lot sold by way of auction or private treaty.
 - 43.2 That each Lot offered for sale will be invoiced with GST added to the sale price in the event that the Vendor is registered for GST; in the event that the horse is purchased by a non-resident who is not registered for GST and that purchaser executes the required Magic Millions Export Declaration Form, the vendor acknowledges that subject to the export provisions as approved by the ATO this horse may be sold on a zero-rated basis at which time no GST will be charged on the invoice.
 - 43.3 For the purpose of the GST Law the Vendor, not the Selling Agent, is the "supplier" and is responsible for determining whether the Purchaser is registered or required to be registered for GST purposes and that the Purchaser satisfies the requirements of the ATO as regards the export of a Lot.
44. The Vendor acknowledges that the Selling Agent acts as agent for the Magic Millions Sales Partnership (ABN 99 519 379 694).
45. The Vendor acknowledges that the Selling Agent will make available a Repository at the complex for the purpose of the storing and examination of x-rays, physical or digital, and other records required by the Terms and Conditions of the Repository or the relevant Sale Catalogue. The Vendor further acknowledges the Terms and Conditions of the Repository and agrees to be bound by these Terms and Conditions. The relevant Terms and Conditions will be displayed in the Repository and are available from the Selling Agent on request.
46. The Vendor accepts and acknowledges that prior to executing this Nomination Form, the Selling Agent has advised the Vendor that he should seek independent legal advice before signing this Nomination Form.
47. By executing this Nomination Form, the Vendor hereby appoints the Selling Agent's auctioneer to auction the Lot on behalf of the Vendor. The Vendor acknowledges having received a copy of this Nomination Form and in particular acknowledges his appointment of the auctioneer.
48. In the event that the Selling Agent, for whatever reason, pays to the Vendor, the amount due to the Vendor pursuant to Clauses 5 and 6 of the Conditions of this Nomination Form prior to receiving payment for the Vendor's Lot from the Purchaser, the Vendor assigns to the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent's nominee.
49. The Vendor acknowledges the existence of the Australian Thoroughbred Sales Code ("the Code"). The Selling Agent recommends that the Vendor acquaint themselves with the Code.
50. Notwithstanding any other term or condition contained in these Conditions of Sale, the Vendor hereby irrevocably authorises and directs the Selling Agent to pay the Selling Agent out of the sale proceeds of any Lot, any amount that may be due and owing to the Selling Agent prior to this Sale. For the sake of certainty, the Vendor assigns to the Selling Agent any irrevocable authority rights in favour of the Vendor where a Lot owned by the Vendor has been submitted for sale of this Sale by a party other than the Vendor. The Vendor appoints the Managing Director of the Selling Agent, from time to time, its attorney to do all things necessary and execute all documents to give effect to these Conditions of Sale.
51. Where the Vendor (in the reasonable opinion of the Selling Agent) is in any way or in any capacity (by virtue of directorship, shareholding, trustee, beneficiary or otherwise) involved with or related to a Purchaser of a Lot offered for sale by the Vendor and the Vendor owes the Selling Agent any monies with respect to that Lot or any other Lot, the Selling Agent may, in its absolute discretion, retain all or part of the purchase price paid by the Purchaser and apply the same to the debt owed by the Vendor to the Selling Agent. In such case the Selling Agent may, in its absolute discretion, refuse to pay out the Vendor for the purchase price for the Lot prior to receiving payment in full for the Lot from the Purchaser.
52. The Vendor and the Purchaser indemnify and will keep indemnified the Selling Agent and the Promoter against any claim arising out of any telephone directions or instructions given by the Vendor and/or the Purchaser or their agents, consultants or employees, to the Selling Agent or the Promoter or their agents, consultants or employees, on or before the sale of any Lot where, for any reason, such telephone instructions are misinterpreted or not acted upon, for whatever reason, by the Selling Agent or the Promoter.
53. Notwithstanding Condition 26, all persons who attend the Sale do so entirely at their own risk and neither Magic Millions Sales Pty Limited (ABN 54 078 396 317) nor Magic Millions Promotions Pty Limited (ABN 41 088 197 200) nor their subsidiaries, officers or agents for themselves and for those whom they act, assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur to any person or property.
54. The Vendor accepts and acknowledges and agrees that where a dispute arises between the Vendor and the Purchaser in relation to a Lot, this must be resolved between them only. The Lot cannot be returned to the Selling Agent or its stables.
55. Except as disclosed in writing to the Selling Agent prior to the nomination of the Lot, the Vendor warrants that, in the absence of full and complete disclosure to the selling agent, the Lot has not undergone abdominal surgery of any type (with the exception of the surgical repair of a non-strapped umbilical hernia), and has not undergone invasive joint surgery, surgery to repair a fracture, or surgical intervention of the upper respiratory tract. If prior to the Sale the Vendor is provided in the immediately preceding sentence is inaccurate in whole or in part the Vendor will immediately notify the Selling Agent in writing.
56. The Australian Racing Board has introduced new Rules completely banning the use of anabolic androgenic steroids in thoroughbred horses. The Australian Rules of Racing can be viewed at the Racing Australia website www.racingaustralia.com.au and are subject to change by Racing Australia without notice. The Vendor irrevocably authorises the Selling Agent and its veterinary representatives to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock, following the sale of such Lot, to be analysed for the presence of anabolic androgenic steroids as per Condition 38 in the Conditions of Sale.
57. X-Rays are compulsory for Weanlings being offered in Book 1. Should X-Rays not be provided for a Book 1 Weanling, that Lot will be offered at the conclusion of the Book 2 Weanlings.



AS CLEAR AS IT GETS

The top lot of the 2016 Gold Coast National Broodmare Sale was lot 1375 Listen Here (Elusive Quality-Annonce) who had been served by Medaglia d'Oro. She was purchased from Edinglassie Stud for \$3,400,000 by China Horse Club & Bruce Perry Bloodstock. China Horse Club's Michael Wallace purchased eight fillies and mares on Day One for a total of \$4,375,000 to be the day's leading purchaser.

MAGIC MILLIONS NATIONAL BROODMARE SALE

31 MAY-4 JUNE 2017 – NOMINATIONS CLOSE FRIDAY 17 MARCH 2017

"When you get mares like that you are hoping they will make money like that. We thought around \$1,500,000 to \$2,000,000 so that result was just fantastic."

Mick Talty from Edinglassie Stud on selling **Listen Here for \$3,400,000.**



THE PROVEN & ESTABLISHED SALE FOR AUSTRALIA'S FINEST RACEFILLIES

**AVERAGE OF \$170,898
FOR 147 SOLD
14 MADE \$500,000+**

BOUNDING (Lonhro-Believe'n'succeed)
ARC Railway Stakes Gr1
Sold: \$1,900,000 Racefillies section of the 2016 National Broodmare Sale
Buyer: Stonestreet Thoroughbreds



**STAKES WINNERS AVERAGED
OVER \$600,000**



"It just shows you for not a huge investment the return you can get, so it's a great result for our clients".

Sledmere Stud's Royston Murphy explaining what a special thrill it was to sell a horse (lot 643 Fontifion) for \$1.1 million.

3.5% COMMISSION RATE
ACROSS ALL VALUES – NO PASSED
IN COMMISSION!

2016 NATIONAL RACE FILLIES – TOP LOTS

Racefilly	Sire	Dam	Vendor	Price	Buyer
Bounding (AUS)	Lonhro (AUS)	Believe 'n' succeed (AUS)	Willow Park Stud	\$1,900,000	Stonestreet Thoroughbred Holdings
Crystal Flute (AUS)	Encosta de Lago (AUS)	Monsoon Wedding (AUS)	Teeley Assets Ltd	\$1,400,000	China Horse Club
Fontiton (AUS)	Turffontein (AUS)	Personal Ensign (AUS)	Sledmere Stud	\$1,100,000	SF Bloodstock
Bring Me the Maid (AUS)	Sebring (AUS)	Maid for Me (AUS)	Bhima Thoroughbreds	\$900,000	Dean Hawthorne Bloodstock
Precious Gem (AUS)	Econsul (NZ)	Gem of Gems (AUS)	Glenesk Thoroughbreds	\$825,000	China Horse Club
Real Surreal (AUS)	Real Saga (AUS)	Stolen Beauty (AUS)	Kolora Lodge	\$800,000	Bruce Perry Bloodstock
May's Dream (AUS)	New Approach (IRE)	She's Archie (AUS)	Edinglassie Stud	\$720,000	Willcox Bloodstock
Serena Miss (NZ)	Iffraaj (GB)	Gifted Lass (AUS)	Serena Miss Syndicate	\$700,000	Belmont Bloodstock Agency (FBAA)
Imperial Lass (NZ)	Tavistock (NZ)	Tricia Ann (NZ)	Bhima Thoroughbreds	\$650,000	Belmont Bloodstock Agency (FBAA)
Golden Cropper (AUS)	More Than Ready (USA)	Sliding Cube (AUS)	Teeley Assets Ltd	\$650,000	Marette Farrell B'Stock A/A for Mt Brilliant Farm



CRYSTAL FLUTE (Encosta De Lago-Monsoon Wedding)
Full sister to Precious Lorraine & Lucky Raquie | Sold: \$1,400,000
Racefillies section of the 2016 National Broodmare Sale
Buyer: China Horse Club

FONTITON (Turffontein-Personal Ensign)
MRC Blue Diamond Prelude (f) Gr2 & MRC Blue Diamond Preview (f) Gr3 | Sold: \$1,100,000
Racefillies section of the 2016 National Broodmare Sale | Buyer: SF Bloodstock

We are very happy as \$720,000 is a good price for her. The owners were hoping for around the \$500,000 mark, so to get over the reserve was a great result"

Edinglassie Stud's Mick Talty after selling lot 505 May's Dream (New Approach-She's Archie) in the racefilly section of the 2016 Gold Coast National Broodmare Sale.

THE SALE THAT GETS THE BEST MARES, THE TOP BUYERS & THE GREATEST RESULTS



**5 INDIVIDUAL VENDORS SOLD A
FILLY/MARE FOR \$1,000,000 OR MORE**

**\$3.4M – HIGHEST PRICED FILLY/MARE IN
AUSTRALIA SINCE 2009**

**AVERAGE AT 2016 MAGIC MILLIONS NATIONAL
BROODMARE SALE (BOOK 1) - \$133,600**

**AVERAGE AT 2016 NEAREST COMPETITOR
BROODMARE SALE (SELECT) - \$55,748**

"We always thought she was a mare that was always going to sell towards the million dollar mark and we were thinking somewhere between \$700,000 and \$1,000,000 and she made the higher end of what we thought"

Arthur Mitchell from Yarraman Park Stud on selling lot 765 Peggy Jean for \$1,000,000.



3.5% COMMISSION RATE
ACROSS ALL VALUES - NO PASSED
IN COMMISSION!

BROODMARE SALE MARKET COMPARISON

Price Bracket	2016			2015		
	Magic Millions	MM Market Share	Nearest Competitor Sale	Magic Millions	MM Market Share	Nearest Competitor Sale
\$1,000,000+	5	100%	0	6	100%	0
\$800,000 - \$999,999	3	100%	0	7	100%	0
\$600,000 - \$799,999	8	67%	4	6	86%	1
\$400,000 - \$599,999	26	81%	6	15	79%	4
\$300,000 - \$399,999	26	74%	9	21	84%	4
\$200,000 - \$299,999	49	79%	13	42	79%	11
\$100,000 - \$199,999	103	69%	47	76	69%	34

BROODMARE SALE REGIONAL SPEND COMPARISON

Region	2016				2015			
	Magic Millions Spend	Magic Millions Lots	Nearest Competitor Sale Spend	Nearest Competitor Sale Lots	Magic Millions Spend	Magic Millions Lots	Nearest Competitor Sale Spend	Nearest Competitor Sale Lots
Asia	\$14,399,000	32	\$381,000	7	\$3,925,500	13	\$1,202,000	5
Europe	\$1,975,000	6	\$40,000	1	\$1,721,000	4	\$0	0
New Zealand	\$7,889,000	60	\$4,269,500	36	\$3,423,500	32	\$1,535,000	29
South Africa	\$645,000	6	\$0	0	\$1,036,500	8	\$0	0
UAE	\$0	0	\$0	0	\$990,000	2	\$0	0
USA	\$4,140,000	5	\$0	0	\$693,000	6	\$62,000	1
International Total	\$29,048,000	109	\$4,690,500	44	\$11,789,500	65	\$2,799,000	35
Domestic Total	\$45,953,250	518	\$25,166,750	488	\$51,698,650	575	\$15,319,175	399



"The sale has been terrific, it's as strong a mare sale as I have ever seen"

Peter O'Brien from Segenhoe Stud who sold 5 lots at an average of \$326,000.

"The market in general, I think it is very strong. Very healthy, very strong. It's a very healthy place to be at the moment, the Australian bloodstock industry"

Harry Mitchell from Yarraman Park Stud. Yarraman sold 25 of the 26 lots they offered during Book 1 of the 2016 Gold Coast National Broodmare Sale for a total of \$4,089,000.

MAGIC MILLIONS 2017 GOLD COAST NATIONAL BROODMARE SALE

Name: Colour: Sex:

Sire: Foaling Date:

Dam: Brands: NS OS

Dam Sire: Brand Index Number

Microchip N°:

2016 Service Details Served by:

Please tick one box: Pregnant Missed Slipped Not Covered Maiden Last Service:

2016 Foaling Details Colour: Sex: DOB: Sire:

Please tick one box: Foal at Foot Single Foal Missed Slipped Not Covered Dead Foal Foal Died Twins

Session: Book 1 Book 2 Category: Broodmare Racing Prospect Stallion Stallion Share

 Name of vendor to appear in catalogue:

TIP: If entering multiple horses with one vendor, initially fill in the vendor details only and photocopy the entry form as many times as required, then continue to complete the remainder of the form.

Address:

Suburb: State: Postcode:

Phone: Fax:

Mobile: Email:

Proceeds of sale Cheque: EFT: If EFT – Account: BSB:

Payable to (Only one payee):

Address:

Suburb: State: Postcode:

Phone: Fax:

Mobile: Email:

Australian Business Number (ABN): If no ABN, please complete the below Declaration by a non GST registered vendor.

How many owners are in the horse?:

What is the percentage of GST ownership?: If NIL, please complete declaration below.

Please tick one box: **DECLARATION BY A NON GST REGISTERED VENDOR**

Section (A) The supply is made to you in my capacity as an individual, and the supply is made in the course of an activity that is a private recreational pursuit or hobby, or is wholly of a private or domestic nature for me.

Section (B) The supply is made by us as an entity (other than an individual) and we are not carrying on an enterprise in Australia.

Section (C) I (or the supplier that I represent) am/is a non-resident who is not carrying on an enterprise in Australia.

Signed: Dated:

Please complete all of the above details and sign below to acknowledge that you have agreed to be bound by the **CONDITIONS OF NOMINATION**. Please **DO NOT** send payment with this Nomination Form. **NO ENTRY WILL BE ACCEPTED IF NOT SIGNED AND ALL GST DETAILS COMPLETED.**

Name: Signature: Date: / /

OFFICE USE ONLY

A/C CODE: ENTRY ID: GST STATUS:

MAGIC MILLIONS 2017 GOLD COAST NATIONAL BROODMARE SALE

Name: Colour: Sex:

Sire: Foaling Date:

Dam: Brands: NS OS

Dam Sire: Brand Index Number

Microchip N°:

2016 Service Details Served by:

Please tick one box: Pregnant Missed Slipped Not Covered Maiden Last Service:

2016 Foaling Details Colour: Sex: DOB: Sire:

Please tick one box: Foal at Foot Single Foal Missed Slipped Not Covered Dead Foal Foal Died Twins

Session: Book 1 Book 2 Category: Broodmare Racing Prospect Stallion Stallion Share

 Name of vendor to appear in catalogue:

TIP: If entering multiple horses with one vendor, initially fill in the vendor details only and photocopy the entry form as many times as required, then continue to complete the remainder of the form.

Address:

Suburb: State: Postcode:

Phone: Fax:

Mobile: Email:

Proceeds of sale Cheque: EFT: If EFT – Account: BSB:

Payable to (Only one payee):

Address:

Suburb: State: Postcode:

Phone: Fax:

Mobile: Email:

Australian Business Number (ABN): If no ABN, please complete the below Declaration by a non GST registered vendor.

How many owners are in the horse?:

What is the percentage of GST ownership?: If NIL, please complete declaration below.

Please tick one box: **DECLARATION BY A NON GST REGISTERED VENDOR**

Section (A) The supply is made to you in my capacity as an individual, and the supply is made in the course of an activity that is a private recreational pursuit or hobby, or is wholly of a private or domestic nature for me.

Section (B) The supply is made by us as an entity (other than an individual) and we are not carrying on an enterprise in Australia.

Section (C) I (or the supplier that I represent) am/is a non-resident who is not carrying on an enterprise in Australia.

Signed: Dated:

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Name: Signature: Date: / /

OFFICE USE ONLY

A/C CODE: ENTRY ID: GST STATUS:

**CONDITIONS OF NOMINATION - MAGIC MILLIONS 2017 GOLD COAST NATIONAL BROODMARE SALE
Auctioneer's Licence No.: 2005419**

- The 'Sale' refers to any one or more of the following Sales for which a Lot is nominated, accepted and subject to the Vendor's rights of withdrawal, offered for sale by way of auction conducted by principal Selling Agent, Magic Millions Sales Pty Limited (A.B.N 54 078 396 317) ("the Selling Agent").
- The Magic Millions 2017 Gold Coast National Broodmare Sale will be held at the Gold Coast Sales Complex, Bundall, Queensland from the 31st day of May to the 4th day of June, 2017.
- The Selling Agent is licensed under the Property Agents and Motor Dealers Act 2000 ("PAMD") to conduct auctions of livestock;
- The Vendor wishes to have a Lot in the Sale. (A reference to 'Lot' includes 'Lots').

APPOINTMENT OF PROMOTER

- The Vendor agrees that all advertising, marketing and promotion in respect of the Sale (including his Lots in it) will be carried out by Magic Millions Promotions Pty Limited (ABN 41 088 197 200) ("the Promoter"), a company engaged in the business of promoting and marketing throughout the world, thoroughbred sales, races and related events, as well as performances, exhibitions, social events, conferences and events in the general entertainment industry and the Vendor hereby confirms the Promoter's appointment and role in that behalf by the Selling Agent.

VENDOR'S APPOINTMENT OF THE SELLING AGENT

- The Vendor (subject to his compliance with these conditions) hereby appoints and authorises the Selling Agent to:
 - Act as the sole and exclusive agent of the Vendor to sell the Vendor's Lot at the Sale, or prior thereto with the Vendor's consent where the Lot is not sold at the Sale, privately and outside of the auction at a price nominated by the Vendor at any time from the close of nominations to a date sixty (60) days after the Sale, and these conditions shall apply insofar as is possible, to such private Sale;
 - Collect the full or any part of the purchase price including, if applicable, any GST for any Lot on behalf of the Vendor by means of cash, personal cheque, or otherwise by the Selling Agent at the Selling Agent's discretion;
 - Deliver any Lot sold on the Vendor's behalf prior to full payment of the purchase price including, if applicable, any GST on sold Lot, such delivery being given by the Selling Agent at the Selling Agent's absolute discretion;
 - Determine in its absolute discretion whether any Lot is suitable for the Sale, the manner in which and the time and place at which the Sale is to be conducted, and whether the opinion of a Veterinary Surgeon at the Vendor's cost should be obtained in respect of the condition of any Lot;
 - Deduct and retain from the gross purchase price payable for any Lot, any commission, Nomination Fees or expenses owing to the Selling Agent, including any GST applicable thereon. These amounts will include but will not be limited to those referred to in Clauses 9, 10 and 11 of these Conditions;
 - Return the Lot to the Vendor if a sale is not effected or any account of the Vendor is not settled within seven (7) days of the Sale Date, or at any extended date by approval of the Vendor;
 - Defeat a passed-in Lot or a Lot bought back by the Vendor until all sale charges and if applicable GST are paid, the Selling Agent being entitled to exercise a lien in respect of any outstanding fees/commissions, GST or charges;
 - Disclose the name, description and address of the Vendor to a bidder or Purchaser if it considers it appropriate, or in the case of any dispute touching on any sale of a Lot. In every case it is agreed that the remedy of the Purchaser shall be against the Vendor and not under any circumstances against the Selling Agent;
 - Accept the rescission of any sale, allow any purchaser an extension of time for payment, or agree to any variation of the Conditions of Sale in the Sales Catalogue on behalf of the Vendor should the Selling Agent decide in its absolute discretion that any such action is justified;
 - Bid up to the reserve price as set by the Vendor without incurring any liability to the Vendor in the event of the Lot not selling.
 - The Vendor agrees that the Selling Agent reserves the right to -
 - Reject any nomination of any time for such reason as the Selling Agent shall deem appropriate, in its sole discretion, and the Selling Agent shall then return any nomination fee paid only if the rejection is without reasonable cause;
 - Determine the order of sale of all entries;
 - Assign stabling facilities in its sole discretion and the Selling Agent shall have no obligation to assign the same or similar stabling facilities which may have been assigned to the Vendor at previous Sales;
 - Set a minimum bid (upset price) for the horses sold in this Sale, in its sole discretion;
 - Refuse to sell any horse by auction if the Selling Agent has knowledge that the said horse has been sold privately prior to said auction.
 - The Selling Agent shall pay the proceeds of the Sale including any applicable GST to the person or persons nominated as the person to be paid such proceeds, on the Official Nomination Form, whose receipt shall be a sufficient discharge of the Selling Agent's obligations in respect of such proceeds.
 - All nominations for the Sale must be submitted on the Official Nomination Form, a copy of which is attached to these conditions, duly signed by the Vendor or for and on behalf of the Vendor by the Vendor's Agent. The Official Nomination Form must reach the office of the Selling Agent (PO Box 5246, Gold Coast Mail Centre, Queensland, 9726) by no later than the specified closing date.
 - Subject to the Vendor executing this Nomination Form prior to the offering for sale of a Lot by the Selling Agent, the Selling Agent is exempted from the requirement of Chapter 12 of the PAMD from maintaining a trust account for the deposit of the proceeds of sale of the Vendor's Lot and the Vendor acknowledges the existence of such exemption;

COMMISSIONS DUE TO THE SELLING AGENT

- The Vendor will pay the following amounts to the Selling Agent:-
 - A commission of the rate of 3.85% (inclusive of GST) of the sale price of any Lot sold or bought back by the Vendor
 - In the event that any Lot is not sold or bought back by the Vendor, no passed-in commission will be charged.

FEES AND CHARGES DUE TO THE PROMOTER

- The Vendor will pay the following fees and charges to the Promoter in respect of its promoting and marketing of the auction sale:-
 - The Nomination Fee (including GST) as specified on the Official Nomination Form and;
 - The Nomination Fee (including GST) will be invoiced on Written Acceptance of the Lot into the Sales referred to in 1.1 and;
 - The Nomination Fee (including GST) must be paid in full within fourteen (14) days of invoicing. The Vendor will not be entitled to any refund in respect of any payment pursuant to these conditions from the Promoter, save as is expressly provided by these Conditions.

THOROUGHBRED BREEDERS AUSTRALIA LIMITED (TBA) LEVY

- The Vendor hereby irrevocably authorises the Selling Agent to deduct a marketing levy on behalf of the Thoroughbred Breeders Australia Ltd (TBA) in the amount of 0.385% (inclusive of GST) of the sale price of any Lot sold or bought back by the Vendor. The marketing levy will be forwarded by the Selling Agent to the Thoroughbred Breeders Australia Ltd (TBA) within forty two (42) days of all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot.

VENDOR'S OBLIGATIONS AND WARRANTIES

- Any Lot accepted for the Sale shall be submitted to the representatives of the Selling Agent for inspection and all Lots must meet the requirements of the Australian Stud Book at the Vendor's cost and expense.
- The Vendor shall indemnify and hereby indemnifies the Selling Agent against any claim by a Purchaser or any other person arising out of the Vendor's failure to comply with the Australian Stud Book requirements (including any payment of fees and GST if applicable). The Vendor acknowledges that the Selling Agent is entitled to a reasonable fee for any work done to ensure the Vendor's compliance with the Australian Stud Book requirements.
- The Vendor shall supply to the Selling Agent all documents required for the transfer of ownership of any Lot sold within seven (7) days of the conclusion of the Sale. Should the Vendor not deliver such documents to the Selling Agent within the said time limit, the Vendor irrevocably authorises the Selling Agent to order a new / replacement set of documents at the Vendor's cost and expense.
- The Vendor shall be responsible for verifying the accuracy of all information published in the Sale Catalogue and warrants to the Selling Agent and any Purchaser the accuracy of such information except where the Vendor notifies the Selling Agent in writing of any inaccuracy in such information prior to the date of the Sale.
- The Vendor or his duly authorised representative warrants that he will disclose to the Selling Agent the true owner of the Lot nominated to any person or party for the Sale on request. The Vendor authorises the Selling Agent to disclose the true owner of the Lot to the Selling Agent's absolute discretion.
- The Vendor warrants to the Selling Agent that the person completing and submitting the Nomination Form is duly authorised to complete and submit the Nomination Form on behalf of the Vendor and, carry out all the obligations of the Vendor as set out in the Nomination Form and provide the Vendor warranties set out in the Nomination Form
- The Vendor or his duly authorised representative shall be present at the Sale venue at all times during which the Sale is being conducted and shall immediately correct any incorrect statements or representations made by the Selling Agent regarding any Lot for which the Vendor or his agent is responsible, failing which correction the Vendor shall be deemed to authorise the statement and warrant to the Selling Agent and any Purchaser the truth of any statements or representations made by the Selling Agent.
- The Vendor will produce for the Sale a Lot without any obvious physical defects. Should the Selling Agent be of the opinion that a Lot is not suitable for sale, it has the right of its absolute discretion, to withdraw the Lot from the Sale, remove it from the grounds, and consign it to the address of the Vendor as it appears on the Official Nomination Form, at the Vendor's risk and expense.
- The Vendor warrants to the Selling Agent that he is the true owner of the Lot nominated for the Sale or is duly authorised to sell the Lot on the owner's behalf and that it is able to transfer good title to the Lot free from any mortgage, lien, charge, bill of sale (whether registered or not) or security interest as defined in the Personal Property Securities Act 2009 ("the PPSA"), and any other adverse interest except where such interest has been notified in writing to the Selling Agent prior to the Sale and such interest has been acknowledged by the Selling Agent. The Vendor irrevocably authorises the Selling Agent to register its interest in each Lot against such Lot and the Vendor to secure payments owing to the Selling Agent by the Vendor or payments made by the Selling Agent to the Vendor on account of the purchase price where the Purchaser of a Lot has not paid all or part of the purchase price. If the owner of the Lot is a company, the Vendor warrants and represents to the Selling Agent that there are no fixed charges affecting the Lot, that there are no floating charges affecting the Lot or such charges are not in default, and that the Vendor and no officer thereof is aware of any circumstances by which any floating charge in relation to the Vendor may have crystallised. The Vendor warrants and represents that the Lot is being sold in the ordinary course of business.
- Except as disclosed in writing to the Selling Agent prior to the Sale, the Lot nominated for the Sale shall be free of any symptoms associated with wind sucking, wobbling, roaring, impaired vision, botulism, equine morbillivirus (Hendra virus), nipah virus or any other virus.
- Except as disclosed in writing to the Selling Agent prior to the Sale, the Vendor warrants that all male animals have not had one or both testes removed, save insofar as such circumstance has been disclosed to the Selling Agent prior to the Sale of such animal.
- In the event that the Selling Agent cancels the Sale the Vendor has no claim against the Selling Agent for damages or costs or expenses other than the repayment of the Nomination Fees paid by the Vendor or save as is expressly provided for by these conditions.
- Any Lot nominated for the Sale cannot be withdrawn by the Vendor, after the assigning of the horse's lot number for the Sale Catalogue, without the forfeiture of the Nomination Fee, except in the event of injury, death or illness of the Lot. Apart from death of a Lot (in which case the Nomination Fee shall be refunded in full), in all cases of alleged injury or illness if the Vendor at his expense produces a Veterinary Certificate, within thirty (30) days from the completion of the Sale, confirming the existence of the injury or illness alleged, two thirds of the Nomination Fee shall be refunded. Should the Vendor not produce an acceptable

- Veterinary Certificate, the Vendor shall pay to the Selling Agent 6.6% (inc GST) of the median sale price for the Selling Session in which the withdrawal Lot was listed, as liquidated damages, in addition to the Nomination Fee. The Vendor acknowledges that by execution of this Nomination Form that the Selling Agent distributes its Sale Catalogue on a worldwide basis to thousands of potential Purchasers who make arrangements to be present at the Sale because of Lots listed in the Sales Catalogue and acknowledges the credibility of the Sale is diminished if catalogued Lots are withdrawn without good and valid excuse.
- Should the Vendor sell privately any Lot accepted for the Sale during the period from the Closing Date for Nominations until sixty (60) days after the Sale (the Agency Period), the Vendor shall promptly pay to the Promoter and Selling Agent an amount equal to the total charges including GST set out in Clauses 9, 10 and 11 of these Conditions.
- The Vendor shall comply in all respects with the rules of the Sales Complex displayed within the office block at the Sales Complex.
- In respect of any description used in, or in connection with the Sale the parties hereto agree that the expression 'calf' includes rig or cyrochord, namely male animals in which one or both testes have not descended into the scrotum from the abdomen.
- Any Lot entered by the Vendor (including its storage by the Selling Agent) shall be at the Vendor's sole risk and expense notwithstanding any negligence on the part of the Selling Agent and the Vendor indemnifies the Selling Agent against all claims, actions, loss, damages, costs and expenses incurred including stabling and feed.
- The Vendor agrees to be bound by the Conditions of Sale as printed in the Sale Catalogue, including any variations made hereto at the absolute discretion of the Selling Agent.
- The Vendor shall promptly advise the Selling Agent of any credit arrangements made with a Purchaser of a Lot (which shall be at the Selling Agent's discretion) and shall sign an acknowledgment of such arrangements as directed by the Selling Agent.
- The Vendor acknowledges that the Selling Agent acts merely as agent for the Vendor and gives no warranty that any Purchaser will complete a purchase in accordance with the Conditions of Sale, nor is the Selling Agent under any liability in respect of the Sale should the Purchaser fail to complete their purchase save as is expressly provided in these conditions.
- Subject to the Conditions of Sale printed in the Sale Catalogue, if the Selling Agent delivers any Lot to the Purchaser of that Lot prior to the Selling Agent having received payment by cash or otherwise for the Lot, the Selling Agent will use its best endeavours to secure the performance by the Purchaser of its obligation to pay the purchase price and any applicable GST except where:-
 - The Selling Agent has formed the opinion that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot;
 - The Vendor enters into any credit arrangement or terms with the Purchaser;
 - The Sale is terminated or unenforceable for any reason;
 - The Vendor agrees to any variation of the normal terms of the contract for the purchase of his Lot (including without limitation terms as to the time for payment) without the prior written consent of the Selling Agent;
 - The Vendor consents to the delivery of the Lot by the Selling Agent;
 - The Vendor has not paid any monies due and owing by the Vendor to the Selling Agent on any account whatever.
- The liability of the Selling Agent pursuant to, or incidental to, its appointment in respect of any Lot shall be limited to the purchase price accepted by the Selling Agent as the price payable less any monies owing to the Selling Agent by the Vendor on any account, including any GST applicable thereon.
- The Vendor agrees that if the Selling Agent pays to the Vendor any amount in respect of the purchase price and if applicable GST for any Lot prior to the Selling Agent receiving from the Purchaser the full purchase price including any applicable GST of the Lot and/or the honouring of all the bills of exchange tendered in respect thereof, the Vendor shall immediately execute and deliver to the Selling Agent authorities and documents in such form as the Selling Agent in its absolute discretion requires, so as to secure and authorise the Selling Agent to exercise through or on behalf of the Vendor all rights which the Vendor may have in respect of the Lot and/or any bill of exchange or other right held by the Vendor in his own right.
- The Selling Agent guarantees to the Vendor that payment will be forwarded to the Vendor within forty two (42) days from the end of the Sale, all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot but subject to the Selling Agent's right to withhold payment of all or part of the proceeds of such sale where the Selling Agent concludes that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot.
- The Vendor acknowledges that if the Vendor suffers a loss as a result of a failure by the Selling Agent to account to the Vendor for all or any part of the sale proceeds of the Vendor's Lot, the Vendor does not have a right of compensation from the Claim Fund under the PAMD.
- The Vendor agrees that the Selling Agent may assign the benefit of all nominations to the Sale to such third person, as the Selling Agent may determine and the Vendor agrees to be bound by the terms of such assignment.
- The Vendor agrees to indemnify and hereby indemnifies the Selling Agent against all loss, damage, costs and expenses of whatever nature incurred by the Selling Agent directly or indirectly as the result of the Vendor's non-compliance with any of the Conditions of Nomination or the Conditions of Sale.
- The Vendor agrees that the Nomination Fee remains a debt due and payable by the Vendor to the Selling Agent from the date of nomination (that is to say, at the date when the Lot is nominated) of any Lot notwithstanding the withdrawal of the Lot from the Sale and the Vendor acknowledges and agrees that the only basis upon which he may claim a repayment of the Nomination Fees from the Selling Agent is:
 - If the Selling Agent cancels the Sale in accordance with Clause 23 of these Conditions, or
 - If the Lot is rejected in accordance with Clause 19 of these Conditions, or is not included in the Sale Catalogue.
- The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions, are severable and independent and any monies paid to either of them are payments to which they are entitled in their own right pursuant to these Conditions.
- In the event that any provision is unlawful or void, the parties agree that these conditions shall be construed so far as is possible so that the unlawful or void portion is an independent promise and is severable from the other conditions. Where such unlawful or void portion relates to any provision for fees or remuneration including if applicable GST then a term will be implied (so far as the law permits) that reasonable remuneration and expenses including if applicable GST will be payable for any services rendered by or on behalf of the Selling Agent to the Vendor.
- The Selling Agent does not assume any responsibility for exporting horses.
- The Vendor accepts, confirms and acknowledges the following:
 - The Selling Agent accepts no liability for any GST liability arising as between the Purchaser, the Vendor and the ATO in respect of any Lot sold by way of auction or private treaty;
 - That each Lot offered for sale will be invoiced with GST added to the sale price in the event that the Vendor is registered for GST; in the event that the horse is purchased by a non-resident who is not registered for GST and that purchaser executes the required Magic Millions Export Declaration Form, the vendor acknowledges that subject to the export provisions as approved by the ATO this horse may be sold on a zero-rated basis at which time no GST will be charged on the invoice.
 - For the purpose of the GST Law the Vendor, not the Selling Agent, is the 'supplier' and is responsible for determining whether the Purchaser is registered or required to be registered for GST purposes and that the Purchaser satisfies the requirements of the ATO as regards the export of a Lot.
 - The Vendor acknowledges that the Selling Agent acts as agent for the Magic Millions Sales Partnership (ABN 99 519 379 694).
 - The Vendor acknowledges that the Selling Agent will make available a Repository at the complex for the purpose of the storing and examination of x-rays, physical or digital, and other records required by the Terms and Conditions of the Repository or the relevant Sale Catalogue. The Vendor further acknowledges the Terms and Conditions of the Repository and agrees to be bound by these Terms and Conditions. The relevant Terms and Conditions will be displayed in the Repository and are available from the Selling Agent on request.
 - The Vendor accepts and acknowledges that prior to executing this Nomination Form, the Selling Agent has advised the Vendor that he should seek independent legal advice before signing this Nomination Form.
 - By executing this Nomination Form, the Vendor hereby appoints the Selling Agent as auctioneer to auction the Lot on behalf of the Vendor. The Vendor acknowledges having received a copy of this Nomination Form and in particular acknowledges his appointment of the auctioneer.
 - In the event that the Selling Agent, for whatever reason, pays to the Vendor, the amount due to the Vendor pursuant to Clauses 5 and 6 of the Conditions of this Nomination Form prior to receiving payment for the Vendor's Lot from the Purchaser, the Vendor assigns to the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent's nominee.
 - The Vendor acknowledges the existence of the Australian Thoroughbred Sales Code ("the Code"). The Selling Agent recommends that the Vendor acquaint themselves with the Code.
 - Notwithstanding any other term or condition contained in these Conditions of Sale, the Vendor hereby irrevocably authorises and directs the Selling Agent to pay the Selling Agent out of the sale proceeds of any Lot, any amount that may be due and owing to the Selling Agent prior to this Sale. For the sake of certainty, the Vendor assigns to the Selling Agent any irrevocable authority rights in favour of the Vendor where a Lot owned by the Vendor has been submitted for sale of this Sale by a party other than the Vendor. The Vendor appoints the Managing Director of the Selling Agent, from time to time, its attorney to do all things necessary and execute all documents to give effect to these Conditions of Sale.
 - Where the Vendor (in the reasonable opinion of the Selling Agent) is in any way or in any capacity (by virtue of directorship, shareholding, trustee, beneficiary or otherwise) involved with or related to a Purchaser of a Lot offered for sale by the Vendor and the Vendor owes the Selling Agent any monies with respect to that Lot or any other lot, the Selling Agent may, in its absolute discretion, retain all or part of the purchase price paid by the Purchaser and apply the same to the debt owed by the Vendor to the Selling Agent. In such case the Selling Agent may, in its absolute discretion, refuse to pay out the Vendor for the purchase price for the Lot prior to receiving payment in full for the Lot from the Purchaser.
 - The Vendor and the Purchaser indemnify and will keep indemnified the Selling Agent and the Promoter against any claim arising out of any telephone directions or instructions given by the Vendor and/or the Purchaser or their agents, consultants or employees, to the Selling Agent or the Promoter or their agents, consultants or employees, on or before the sale of any Lot where, for any reason, such telephone instructions are misinterpreted or not acted upon, for whatever reason, by the Selling Agent or the Promoter.
 - Notwithstanding Condition 26, all persons who attend the Sale do so entirely at their own risk and neither Magic Millions Sales Pty Limited (ABN 54 078 396 317) nor Magic Millions Promotions Pty Limited (ABN 41 088 197 200) nor their subsidiaries, officers or agents for themselves and for those whom they act, assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur to any person or property.
 - The Vendor accepts and acknowledges and agrees that where a dispute arises between the Vendor and the Purchaser in relation to a Lot, this must be resolved between them only. The Lot cannot be returned to the Selling Agent or its stables.
 - Except as disclosed in writing to the Selling Agent prior to the nomination of the Lot, the Vendor warrants that, in the absence of full and complete disclosure to the selling agent, the Lot has not undergone invasive joint surgery, surgery to repair a fracture, or surgical intervention of the upper respiratory tract. If prior to the Sale the warranty provided in the immediately preceding sentence is inaccurate in whole or in part the Vendor will immediately notify the Selling Agent in writing.
 - The Australian Racing Board has introduced new Rules completely banning the use of anabolic androgenic steroids in thoroughbred horses. The Australian Rules of Racing can be viewed at the Racing Australia website www.racingaustralia.com.au. The Australian Rules of Racing will be subject to change by Racing Australia without notice. The Vendor irrevocably authorises the Selling Agent and its veterinary representatives to take a blood sample from any Lot. The Lot is not catalogued in the Sale as breeding stock, following the sale of such Lot, to be analysed for the presence of anabolic androgenic steroids as per Condition 38 in the Conditions of Sale.
 - Any filly or mare that is not pregnant at the time of examination shall be characterized as 'Suitable for Mating' if confirmed by a certificate for breeding signed by a qualified veterinary surgeon addressed and delivered to the Selling Agent and dated not more than 14 days prior to sale certifying that a palpation per rectum of the ovaries, uterus and cervix, and speculum examination of the cervix and vagina has been carried out and such palpation and examination confirms that the filly or mare represents a normal risk for reproduction. The Vendor irrevocably authorises the Selling Agent to release a copy of the certificate for breeding to any prospective purchaser.



\$AU 240,000
 \$US 178,900
 Street
 Jersey
 BOBS Eligible
 @mman
 TAY UP TO DATE WITH
 LATEST MAGIC MILLIONS
 NEWS ON TWITTER



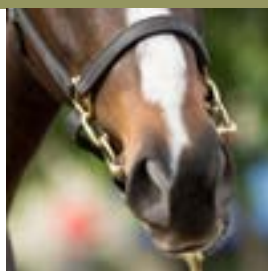
AS CONSISTENT AS IT GETS

The top lot of the 2016 Gold Coast National Yearling Sale was lot 1811 Street Cry-Jersey Lily colt who was purchased by Wexford Stables for \$240,000

MAGIC MILLIONS NATIONAL YEARLING SALE

6-8 JUNE 2017 – NOMINATIONS CLOSE FRIDAY 17 MARCH 2017

"The sale was well attended by international buyers and it certainly gives us options for our yearlings that need more time next year."
 Scott Holcombe, Millburn Creek. Sold lot 1748 Not A Single Doubt-Dreaming Of You colt for \$210,000 which was the 4th highest price for a Not A Single Doubt at that time.



A REAL OPTION FOR YOUR QUALITY YEARLINGS

87% **CLEARANCE**

46% **INCREASE IN AVERAGE**

56 **VENDORS HAD**
100% **CLEARANCE**



229 **INDIVIDUAL BUYERS FROM 6 STATES**
AND 9 COUNTRIES

53 **LOTS AT \$80,000 OR MORE**



"Full credit to the team at Magic Millions, they've assembled a diverse and lively buying bench for a sale that's a great option for this group of horses. We've been especially pleased today to see buyers from Asia, South Africa, New Zealand and throughout Australia securing our yearlings."

Arrowfield's Bloodstock Manager Jon Freyer. Leading vendor by gross & achieved 100% clearance on the 24 lots offered.

"I thought the sale was very strong for the time of year. Magic Millions have worked hard to get a solid buying bench and it's paid dividends".

Nick Hodges of Riversdale who sold all but one of the seven yearlings offered, at an average of \$76,167.

NATIONAL YEARLING SALE SPEND BREAKDOWN

	2016	2015	2014
Price Bracket	Lots	Lots	Lots
\$200,000+	6	5	3
\$100,000 - 199,000	29	15	21
\$50,000 - \$99,000	58	47	50
\$25,000 - \$49,000	77	69	56

2016 NATIONAL YEARLING REGIONAL SPEND

Region	Spend	Lots
Asia	1,942,500	58
New Zealand	1,943,500	27
South Africa	781,000	17
International Total	4,667,000	102
Domestic Total	8,913,000	254

2016 NATIONAL YEARLING SALE - TOP LOTS

Sire	Dam	Vendor	Buyer	Region	Price
Street Cry (IRE)	Jersey Lily	Baramul Stud, Widden Valley	Wexford Stables	NEW ZEALAND	\$240,000
Snitzel (AUS)	Miss Judgement	Cressfield, Scone	Raheen Stud	QLD	\$220,000
Written Tycoon	Littlemiss Sandown	Attunga Stud, Scone	Darby Racing/ Vandyke Racing	NSW	\$220,000
Not a Single Doubt	Dreaming of You (IRE)	Milburn Creek, Wildes Meadow	Redgum Racing	VIC	\$210,000
All Too Hard	Ashenti	Henley Park, Cambridge	Helen Page	QLD	\$200,000



"It's a credit to Magic Millions that they've got a very good buying bench there and it's very hard to buy".

Basil Nolan from Raheen Stud who purchased lot 1522 Snitzel-Miss Judgement filly from Cressfield Stud for \$220,000. Cressfield sold all three of the yearlings they offered at an average of \$103,333.

"He exceeded our expectations. There was plenty of competition".

Paul Thompson of Baramul Stud - Baramul's average for the two day yearling sale was \$73,556.

MAGIC MILLIONS 2017 GOLD COAST NATIONAL YEARLING SALE

Sire: Colour: Sex:

Dam: Foaling Date: / 2015

Dam Sire: Brands: NS OS

Microchip N°: Brand Index Number

Session: Book 1 Book 2 (SUBJECT TO SELECTION) Is this Yearling a foal share? Yes No

Location for inspection (inc phone number):

State: Postcode: Email:

Contact Name: Phone:

 Name of vendor to appear in catalogue:

TIP: If entering multiple horses with one vendor, initially fill in the vendor details only and photocopy the entry form as many times as required, then continue to complete the remainder of the form.

Address:

Suburb: State: Postcode:

Phone: Fax:

Mobile: Email:

Proceeds of sale Cheque: EFT: If EFT – Account: BSB:

Payable to (Only one payee):

Address:

Suburb: State: Postcode:

Phone: Fax:

Mobile: Email:

Australian Business Number (ABN): If no ABN, please complete the below Declaration by a non GST registered vendor.

How many owners are in the horse?:

What is the percentage of GST ownership?: If NIL, please complete declaration below.

Please tick one box: **DECLARATION BY A NON GST REGISTERED VENDOR**

Section (A) The supply is made to you in my capacity as an individual, and the supply is made in the course of an activity that is a private recreational pursuit or hobby, or is wholly of a private or domestic nature for me.

Section (B) The supply is made by us as an entity (other than an individual) and we are not carrying on an enterprise in Australia.

Section (C) I (or the supplier that I represent) am/is a non-resident who is not carrying on an enterprise in Australia.

Signed: Dated:

Please complete all of the above details and sign below to acknowledge that you have agreed to be bound by the **CONDITIONS OF NOMINATION**. Please **DO NOT** send payment with this Nomination Form. **NO ENTRY WILL BE ACCEPTED IF NOT SIGNED AND ALL GST DETAILS COMPLETED.**

Name: Signature: Date: / /

OFFICE USE ONLY

A/C CODE: ENTRY ID: GST STATUS:

MAGIC MILLIONS 2017 GOLD COAST NATIONAL YEARLING SALE

Sire: Colour: Sex:

Dam: Foaling Date: / 2015

Dam Sire:

Microchip N°: Brands: NS OS
Brand Index Number

Session: Book 1 Book 2 (SUBJECT TO SELECTION) Is this Yearling a foal share? Yes No

Location for inspection (inc phone number):

State: Postcode: Email:

Contact Name: Phone:

 Name of vendor to appear in catalogue:

Address:

Suburb: State: Postcode:

Phone: Fax:

Mobile: Email:

Proceeds of sale Cheque: EFT: If EFT – Account: BSB:

Payable to (Only one payee):

Address:

Suburb: State: Postcode:

Phone: Fax:

Mobile: Email:

Australian Business Number (ABN): If no ABN, please complete the below Declaration by a non GST registered vendor.

How many owners are in the horse?:

What is the percentage of GST ownership?: If NIL, please complete declaration below.

Please tick one box: **DECLARATION BY A NON GST REGISTERED VENDOR**

Section (A) The supply is made to you in my capacity as an individual, and the supply is made in the course of an activity that is a private recreational pursuit or hobby, or is wholly of a private or domestic nature for me.

Section (B) The supply is made by us as an entity (other than an individual) and we are not carrying on an enterprise in Australia.

Section (C) I (or the supplier that I represent) am/is a non-resident who is not carrying on an enterprise in Australia.

Signed: Dated:

Please complete all of the above details and sign below to acknowledge that you have agreed to be bound by the **CONDITIONS OF NOMINATION**. Please **DO NOT** send payment with this Nomination Form. **NO ENTRY WILL BE ACCEPTED IF NOT SIGNED AND ALL GST DETAILS COMPLETED.**

Name: Signature: Date: / /

OFFICE USE ONLY

A/C CODE: ENTRY ID: GST STATUS:

CONDITIONS OF NOMINATION - MAGIC MILLIONS 2017 GOLD COAST NATIONAL YEARLING SALE

Auctioneer's Licence No.: 2005419

1. The Sale refers to any one or more of the following Sales for which a Lot is nominated, accepted and subject to the Vendor's rights of withdrawal, offered for sale by way of auction conducted by principal Selling Agent, Magic Millions Sales Pty Limited (A.B.N 54 078 396 317) ("the Selling Agent");

- The Magic Millions 2017 Gold Coast National Yearling Sale will be held at the Gold Coast Sales Complex, Bundall, Queensland from the 6th day to the 8th day of June, 2017.
- The Selling Agent is licensed under the Property Agents and Motor Dealers Act 2000 ("PAMD") to conduct auctions of livestock;
- The Vendor wishes to have a Lot in the Sale. (A reference to "Lot" includes "Lots").

APPOINTMENT OF PROMOTER

4. The Vendor agrees that all advertising, marketing and promotion in respect of the Sale (including his Lots in it) will be carried out by Magic Millions Promotions Pty Limited (ABN 41 088 197 200) ("the Promoter"), a company engaged in the business of promoting and marketing throughout the world, thoroughbred sales, races and related events, as well as performances, exhibitions, social events, conferences and events in the general entertainment industry and the Vendor hereby confirms the Promoter's appointment and role in that behalf by the Selling Agent.

VENDOR'S APPOINTMENT OF THE SELLING AGENT

5. The Vendor (subject to his compliance with these conditions) hereby appoints and authorises the Selling Agent to:

- Act as the sole and exclusive agent of the Vendor to sell the Vendor's Lot at the Sale, or prior thereto with the Vendor's consent where the Lot is not sold at the Sale, privately and outside of the auction at a price nominated by the Vendor at any time from the close of nominations to a date sixty (60) days after the Sale, and these conditions shall apply insofar as is possible, to such private Sale;
- Collect the full or any part of the purchase price including, if applicable, any GST for any Lot on behalf of the Vendor by means of cash, personal cheque, or otherwise by the Selling Agent at the Selling Agent's discretion;
- Deliver any Lot sold on the Vendor's behalf prior to full payment of the purchase price including, if applicable, any GST on sold Lot, such delivery being given by the Selling Agent at the Selling Agent's absolute discretion;
- Determine in its absolute discretion whether any Lot is suitable for the Sale, the manner in which and the time and place at which the Sale is to be conducted, and whether the opinion of a Veterinary Surgeon at the Vendor's cost should be obtained in respect of the condition of any Lot;

5.6 Deduct and retain from the gross purchase price payable for any Lot, any commission, Nomination Fees or expenses owing to the Selling Agent, including any GST applicable thereon. These amounts will include but will not be limited to those referred to in Clauses 9, 10 and 11 of these Conditions;

5.7 Return the Lot to the Vendor if a sale is not effected or any account of the Vendor is not settled within seven (7) days of the Sale Date, or at any extended date by approval of the Vendor;

5.8 Define a passed-in Lot or a Lot bought back by the Vendor until all sale charges and if applicable GST are paid, the Selling Agent being entitled to exercise a lien in respect of any outstanding fees, commissions, GST or charges;

5.9 Disclose the name, description and address of the Vendor to a bidder or Purchaser if it considers it appropriate, or in the case of any dispute touching on any sale of a Lot. In every case it is agreed that the remedy of the Purchaser shall be against the Vendor and not under any circumstances against the Selling Agent;

5.10 Accept the rescission of any sale, allow any purchaser an extension of time for payment, or agree to any variation of the Conditions of Sale in the Sales Catalogue on behalf of the Vendor should the Selling Agent decide in its absolute discretion that any such action is justified;

5.11 Bid up to the reserve price as set by the Vendor without incurring any liability to the Vendor in the event of the Lot not selling.

5.12 The Vendor agrees that the Selling Agent reserves the right to:-

5.11.1 Reject any nomination of any time for such reason as the Selling Agent shall deem appropriate, in its sole discretion, and the Selling Agent shall then return any nomination fee paid only if the rejection is without reasonable cause;

5.11.2 Determine the order of sale of all entries;

5.11.3 Assign stabling facilities in its sole discretion and the Selling Agent shall have no obligation to assign the same or similar stabling facilities which may have been assigned to the Vendor at previous Sales;

5.11.4 Set a minimum bid (upset price) for the horses sold in this Sale, in its sole discretion;

5.11.5 Refuse to sell any horse by auction if the Selling Agent has knowledge that the said horse has been sold privately prior to said auction.

6. The Selling Agent shall pay the proceeds of the Sale including any applicable GST to the person or persons nominated as the person to be paid such proceeds, on the Official Nomination Form, whose receipt shall be a sufficient discharge of the Selling Agent's obligations in respect of such proceeds.

7. All nominations for the Sale must be submitted on the Official Nomination Form, a copy of which is attached to these conditions, duly signed by the Vendor or for and on behalf of the Vendor by the Vendor's Agent. The Official Nomination Form must reach the office of the Selling Agent (PO Box 5246, Gold Coast Mail Centre, Queensland, 9726) by no later than the specified closing date.

8. Subject to the Vendor executing this Nomination Form prior to the offering for sale of a Lot by the Selling Agent, the Selling Agent is exempted from the requirement of Chapter 12 of the PAMD from maintaining a trust account for the deposit of the proceeds of sale of the Vendor's Lot and the Vendor acknowledges the existence of such exemption;

COMMISSIONS DUE TO THE SELLING AGENT

9. The Vendor will pay the following amounts to the Selling Agent:-

9.1 A commission at the rate of 6.6% (inclusive of GST) on any lot sold or bought back by the Vendor; or

9.2 Save that in the event a Lot, which is a Yearling, is sold or bought back for an amount in excess of \$200,000 the rate of commission for the part of the price in excess of \$200,000 is reduced by 3.85% (inclusive of GST) for the Sales referred to in 1.1; or

9.3 In the event that any Lot is not sold or bought back by the Vendor, a commission at the rate of 2.75% (inclusive of GST) on the Reserve Price of any passed-in Lot.

FEES AND CHARGES DUE TO THE PROMOTER

10. The Vendor will pay the following fees and charges to the Promoter in respect of its promoting and marketing of the auction sale and the race series:-

10.1 A promotional fee equivalent to an amount being 4.4% (inclusive of GST) of the sale price of any Lot sold or bought back by the Vendor, for the Sales referred to in 1.1 and;

10.2 The Nomination Fee (including GST) as specified on the Official Nomination Form and;

10.3 The Nomination Fee (including GST) will be invoiced on Written Acceptance of the Lot into the Sales referred to in 1.1 and;

10.4 The Nomination Fee (including GST) must be paid in full within fourteen (14) days of invoicing.
The Vendor will not be entitled to any refund in respect of any payment pursuant to these Conditions for the Promoter save as is expressly provided by these Conditions.

THOROUGHBRED BREEDERS AUSTRALIA LIMITED (TBA) LEVY

11. The Vendor hereby irrevocably authorises the Selling Agent to deduct a marketing levy on behalf of the Thoroughbred Breeders Australia Ltd (TBA) in the amount of 0.385% (inclusive of GST) of the sale price of any Lot sold or bought back by the Vendor. The marketing levy will be forwarded by the Selling Agent to the Thoroughbred Breeders Australia Ltd (TBA) within forty two (42) days of all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot.

VENDOR'S OBLIGATIONS AND WARRANTIES

12. Any Lot accepted for the Sale shall be submitted to the representatives of the Selling Agent for inspection and all Lots must meet the requirements of the Australian Stud Book at the Vendor's cost and expense.

13. The Vendor shall indemnify and hereby indemnifies the Selling Agent against any claim by a Purchaser or any other person arising out of the Vendor's failure to comply with the Australian Stud Book requirements (including any payment of fees and GST if applicable). The Vendor acknowledges that the Selling Agent is entitled to a reasonable fee for any work done to ensure the Vendor's compliance with the Australian Stud Book requirements.

14. The Vendor shall supply to the Selling Agent all documents required for the transfer of ownership of any Lot sold within seven (7) days of the conclusion of the Sale. Should the Vendor not deliver such documents to the Selling Agent within the said time limit, the Vendor irrevocably authorises the Selling Agent to order a new / replacement set of documents at the Vendor's cost and expense.

15. The Vendor shall be responsible for verifying the accuracy of all information published in the Sale Catalogue and warrants to the Selling Agent and any Purchaser the accuracy of such information except where the Vendor notifies the Selling Agent in writing of any inaccuracy in such information prior to the date of the Sale.

16. The Vendor or his duly authorised representative warrants that he will disclose to the Selling Agent the true owner of the Lot nominated to any person or party for the Sale on request. The Vendor authorises the Selling Agent to disclose the true owner of the Lot at the Selling Agent's absolute discretion.

17. The Vendor warrants to the Selling Agent that the person completing and submitting the Nomination Form is duly authorised to complete and submit the Nomination Form on behalf of the Vendor and, carry out all the obligations of the Vendor as set out in the Nomination Form and provide the Vendor warranties set out in the Nomination Form.

18. The Vendor or his duly authorised representative shall be present at the Sale venue at all times during which the Sale is being conducted and shall immediately correct any incorrect statements or representations made by the Selling Agent regarding any Lot for which the Vendor or his agent is responsible, failing which correction the Vendor shall be deemed to authorise the statement and warrant to the Selling Agent and any Purchaser the truth of any statements or representations made by the Selling Agent.

19. The Vendor will produce for the Sale a Lot without any obvious physical defects. Should the Selling Agent be of the opinion that a Lot is not suitable for sale, it has the right of its absolute discretion, to withdraw the Lot from the Sale, remove it from the grounds, and consign it to the address of the Vendor as it appears on the Official Nomination Form, at the Vendor's risk and expense.

20. The Vendor warrants to the Selling Agent that he is the true owner of the Lot nominated for the Sale or is duly authorised to sell the Lot on the owner's behalf and that it is able to transfer good title to the Lot free from any mortgage, lien, charge, bill of sale (whether registered or not) or security interest as defined in the Personal Property Securities Act 2009 ("the PPSA"), and any other adverse interest except where such interest has been notified in writing to the Selling Agent prior to the Sale and such interest has been acknowledged by the Selling Agent. The Vendor irrevocably authorises the Selling Agent to register its interest in each Lot against such Lot and on account to secure payments owing to the Selling Agent by the Vendor or payments made by the Selling Agent to the Vendor on account of the purchase price where the Purchaser of a Lot has not paid all or part of the purchase price. If the owner of the Lot is a company, the Vendor warrants and represents to the Selling Agent that there are no fixed charges affecting the Lot, that there are no floating charges affecting the Lot or such charges are not in default, and that the Vendor and no officer thereof is aware of any circumstances by which any floating charge in relation to the Vendor may have crystallised. The Vendor warrants and represents that the Lot is being sold in the ordinary course of business.

21. Except as disclosed in writing to the Selling Agent prior to the Sale, the Lot nominated for the Sale shall be free of any symptoms associated with windsucking, wobbling, roaring, impaired vision, botulism, equine morbillivirus (Hendra virus), nipah virus or any other virus.

22. Except as disclosed in writing to the Selling Agent prior to the Sale, the Vendor warrants that all male animals have not had one or both testes removed, save insofar as such circumstances have been disclosed to the Selling Agent prior to the Sale of such animal.

23. In the event that the Selling Agent cancels the Sale the Vendor has no claim against the Selling Agent for damages or costs or expenses other than the repayment of the Nomination Fees paid by the Vendor or save as is expressly provided for by these

conditions.

24. Any Lot nominated for the Sale cannot be withdrawn by the Vendor, after the assigning of the horse's lot number for the Sale Catalogue, without the forfeiture of the Nomination Fee, except in the event of injury, death or illness of the Lot. Apart from death of a Lot (in which case the Nomination Fee shall be refunded in full), in all cases of alleged injury or illness if the Vendor at his expense produces a Veterinary Certificate, within thirty (30) days from the completion of the Sale, confirming the existence of the injury or illness alleged, two thirds of the Nomination Fee shall be refunded. Should the Vendor not produce an acceptable Veterinary Certificate, the Vendor shall pay to the Selling Agent 6.6% (inc GST) of the median sale price for the Selling Session to which the withdrawal Lot was listed, as liquidated damages; In addition to the Nomination Fee.

25. The Vendor acknowledges that by execution of this Nomination Form that the Selling Agent distributes its Sale Catalogue on a worldwide basis to thousands of potential Purchasers who make arrangements to be present at the Sale because of Lots listed in the Sales Catalogue and acknowledges the credibility of the Sale is diminished if catalogued Lots are withdrawn without good and valid excuse.

26. Should the Vendor sell privately any Lot accepted for the Sale during the period from the Closing Date for Nominations until sixty (60) days after the Sale (the Agency Period), the Vendor shall promptly pay to the Promoter and Selling Agent an amount equal to the total charges including GST set out in Clauses 9, 10 and 11 of these Conditions.

27. The Vendor shall comply in all respects with the rules of the Sales Complex displayed within the office block at the Sales Complex.

28. In respect of any description used in, or in connection with the Sale the parties hereto agree that the expression "colt" includes rig or cyrochlorid, namely male animals in which one or both testes have not descended into the scrotum from the abdomen.

29. Any Lot entered by the Vendor (including its storage by the Selling Agent) shall be at the Vendor's sole risk and expense notwithstanding any negligence on the part of the Selling Agent and the Vendor indemnifies the Selling Agent against all claims, actions, loss, damages, costs and expenses incurred including stabling and feed.

30. The Vendor agrees to be bound by the Conditions of Sale as printed in the Sale Catalogue, including any variations made thereto at the absolute discretion of the Selling Agent.

31. The Vendor shall promptly advise the Selling Agent of any credit arrangements made with a Purchaser of a Lot (which shall be at the Selling Agent's discretion) and shall sign an acknowledgment of such arrangements as directed by the Selling Agent.

32. The Vendor acknowledges that the Selling Agent acts merely as agent for the Vendor and gives no warranty that any Purchaser will complete a purchase in accordance with the Conditions of Sale, nor is the Selling Agent under any liability in respect of the sale to the Purchaser fail to complete their purchase save as is expressly provided in these Conditions.

33. The Selling Agent guarantees to the Vendor that payment will be forwarded to the Vendor within forty two (42) days from the end of the Sale, all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot but subject to the Selling Agent's right to withhold payment of all or part of the proceeds of such sale where the Selling Agent concludes that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot.

34. The Selling Agent has formed the opinion that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot;

35. The Vendor enters into any credit arrangement or terms with the Purchaser;

36. The Sale is terminated or unenforceable for any reason;

37. The Vendor agrees to any variation of the normal terms of the contract for the purchase of his Lot (including without limitation terms as to the time for payment) without the prior written consent of the Selling Agent;

38. The Vendor consents to the delivery of the Lot by the Selling Agent;

39. The Vendor has not paid any monies due and owing by the Vendor to the Selling Agent on any account whatever.

40. The liability of the Selling Agent pursuant to, or incidental to, its appointment in respect of any Lot shall be limited to the purchase price accepted by the Selling Agent as the price payable less any monies owing to the Selling Agent by the Vendor on any account, including any GST applicable thereon.

41. The Vendor agrees that if the Selling Agent pays to the Vendor any amount in respect of the purchase price and if applicable GST for any Lot prior to the Selling Agent receiving from the Purchaser the full purchase price including any applicable GST of the Lot and/or the honouring of all the bills of exchange tendered in respect thereof, the Vendor shall immediately execute and deliver to the Selling Agent authorities and documents in such form as the Selling Agent in its absolute discretion requires, so as to secure and authorise the Selling Agent to exercise through or on behalf of the Vendor all rights which the Vendor may have in respect of the Lot and/or any bill of exchange or other right held by the Vendor in his own right.

42. The Selling Agent guarantees to the Vendor that payment will be forwarded to the Vendor within forty two (42) days from the end of the Sale, all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot but subject to the Selling Agent's right to withhold payment of all or part of the proceeds of such sale where the Selling Agent concludes that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot.

43. The Vendor acknowledges that if the Vendor suffers a loss as a result of a failure by the Selling Agent to account to the Vendor for all or any part of the sale proceeds of the Vendor's Lot, the Vendor does not have a right of compensation from the Claim Fund under the PAMD.

44. The Vendor agrees that the Selling Agent may assign the benefit of all nominations to the Sale to such third person, as the Selling Agent may determine and the Vendor agrees to be bound by the terms of such assignment.

45. The Vendor agrees to indemnify and hereby indemnifies the Selling Agent against all loss, damage, costs and expenses of whatever nature incurred by the Selling Agent directly or indirectly as the result of the Vendor's non-compliance with any of the Conditions of Nomination or the Conditions of Sale.

46. The Vendor agrees that the Nomination Fee remains a debt due and payable by the Vendor to the Selling Agent from the date of nomination (that is to say, of the date when the Lot is nominated) of any Lot notwithstanding the withdrawal of the Lot from the Sale and the Vendor acknowledges and agrees that the only basis upon which he may claim a repayment of the Nomination Fees from the Selling Agent is:

47. If the Selling Agent cancels the Sale in accordance with Clause 23 of these Conditions; or

48. If the Lot is rejected in accordance with Clause 19 of these Conditions, or is not included in the Sale Catalogue.

49. The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions, are severable and independent and any monies paid to either of them are payments to which they are entitled in their own right pursuant to these Conditions.

50. In the event that any provision is unlawful or void, the parties agree that these conditions shall be construed so far as is possible so that the unlawful or void provision is an independent promise and is severable from the other conditions. Where such unlawful or void provision relates to any provision for fees or remuneration including if applicable GST then a term will be implied (so far as the law permits) that reasonable remuneration and expenses including if applicable GST will be payable for any services rendered by or on behalf of the Selling Agent to the Vendor.

51. The Selling Agent does not assume any responsibility for exporting horses.

52. The Vendor accepts, confirms and acknowledges the following:

53.1 The Selling Agent accepts no liability for any GST liability arising as between the Purchaser, the Vendor and the ATO in respect of any Lot sold by way of auction or private treaty;

53.2 That each Lot offered for sale will be invoiced with GST added to the sale price in the event that the Vendor is registered for GST; In the event that the horse is purchased by a non-resident who is not registered for GST and that purchaser executes the required Magic Millions Export Declaration Form, the vendor acknowledges that subject to the export provisions as approved by the ATO this horse may be sold on a zero-rated basis of which time no GST will be charged on the invoice.

53.3 For the purpose of the GST Law the Vendor, not the Selling Agent, is the "supplier" and is responsible for determining whether the Purchaser is registered or required to be registered for GST purposes and that the Purchaser satisfies the requirements of the ATO as regards the export of a Lot.

54. The Vendor acknowledges that the Selling Agent acts as agent for the Magic Millions Sales Partnership (ABN 99 519 379 694).

55. The Vendor acknowledges that the Selling Agent will make available a Repository at the complex for the purpose of the storing and management of X-rays, physical or digital, and other records required by the Terms and Conditions of the Repository or the relevant Sale Catalogue. The Vendor further acknowledges the Terms and conditions of the Repository and agrees to be bound by these Terms and Conditions. The relevant Terms and Conditions will be displayed in the Repository and are available from the Selling Agent on request.

56. The Vendor accepts and acknowledges that prior to executing this Nomination Form, the Selling Agent has advised the Vendor that he should seek independent legal advice before signing this Nomination Form.

57. By executing this Nomination Form, the Vendor hereby appoints the Selling Agent's auctioneer to auction the Lot on behalf of the Vendor. The Vendor acknowledges having received a copy of this Nomination Form and in particular acknowledges his appointment of the auctioneer.

58. In the event that the Selling Agent, for whatever reason, pays to the Vendor, the amount due to the Vendor pursuant to Clauses 5 and 6 of the Conditions of this Nomination Form prior to receiving payment for the Vendor's Lot from the Purchaser, the Vendor assigns to the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent's nominee.

59. The Vendor acknowledges the existence of the Australian Thoroughbred Sales Code ("the Code"). The Selling Agent recommends that the Vendor acquaint themselves with the Code.

60. Notwithstanding any other term or condition contained in these Conditions of Sale, the Vendor hereby irrevocably authorises and directs the Selling Agent to pay the Selling Agent out of the sale proceeds of any Lot, any amount that may be due and owing to the Selling Agent prior to this Sale. For the sake of certainty, the Vendor assigns to the Selling Agent any irrevocable authority rights in favour of the Vendor where a Lot owned by the Vendor has been submitted for sale of this Sale by a party other than the Vendor. The Vendor appoints the Managing Director of the Selling Agent, from time to time, its attorney to do all things necessary and execute all documents to give effect to these Conditions of Sale.

61. Where the Vendor (in the reasonable opinion of the Selling Agent) is in any way or in any capacity (by virtue of directorship, shareholding, trustee, beneficiary or otherwise) involved with or related to a Purchaser of a Lot offered for sale by the Vendor and the Vendor owes the Selling Agent any monies with respect to that Lot or any other Lot, the Selling Agent may, in its absolute discretion, retain all or part of the purchase price paid by the Purchaser and apply the same to the debt owed by the Vendor to the Selling Agent. In such case the Selling Agent may, in its absolute discretion, refuse to pay out the Vendor for the purchase price for the Lot prior to receiving payment in full for the Lot from the Purchaser.

62. The Vendor and the Purchaser indemnify and will keep indemnified the Selling Agent and the Promoter against any claim arising out of any telephone directions or instructions given by the Vendor and/or the Purchaser or their agents, consultants or employees, to the Selling Agent or the Promoter or their agents, consultants or employees, on or before the sale of any Lot where, for any reason, such telephone instructions are misinterpreted or not acted upon, for whatever reason, by the Selling Agent or the Promoter.

63. Notwithstanding Condition 26, all persons who attend the Sale do so entirely at their own risk and neither Magic Millions Sales Pty Limited (ABN 54 078 396 317) nor Magic Millions Promotions Pty Limited (ABN 41 088 197 200) nor their subsidiaries, officers or agents for themselves and for those whom they act, assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur to any person or property.

64. The Vendor accepts and acknowledges and agrees that where a dispute arises between the Vendor and the Purchaser in relation to a Lot, this must be resolved between them only. That Lot cannot be returned to the Selling Agent or its estates.

65. Except as disclosed in writing to the Selling Agent prior to the nomination of the Lot, the Vendor warrants that, in the absence of full and complete disclosure to the selling agent, the Lot has not undergone abdominal surgery of any type (with the exception of the surgical repair of a non-strangulating umbilical hernia), and has not undergone invasive joint surgery, surgery to repair a fracture, or surgical intervention of the upper respiratory tract. If prior to the Sale the Vendor is provided in the immediately preceding sentence is inaccurate in whole or in part the Vendor will immediately notify the Selling Agent in writing.

66. The Australian Racing Board has introduced new Rules completely banning the use of anabolic androgenic steroids in thoroughbred horses. The Australian Rules of Racing can be viewed at the Racing Australia website www.racingaustralia. The Vendor agrees to be subject to change by Racing Australia without notice. The Vendor irrevocably authorises the Selling Agent and its veterinary representatives to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock, following the sale of such Lot, to be analysed for the presence of anabolic androgenic steroids as per Condition 38 in the Conditions of Sale.



2070 150,000
112,400



AS EASY
AS IT GETS

Sale topper of the 2016 Gold Coast National Racehorse Sale, lot 2070 an unnamed 2yo colt by Written Tycoon from Inamorata sold for \$150,000 to Spicer Thoroughbreds.

MAGIC MILLIONS NATIONAL RACEHORSE SALE

9 JUNE 2017 – NOMINATIONS CLOSE FRIDAY 5 MAY 2017

88% CLEARANCE
MEDIAN INCREASED 50%
TOP PRICE OF \$150,000



MAGIC MILLIONS 2017 GOLD COAST NATIONAL RACEHORSE SALE

Name of Entry: Colour: Sex:
 Sire: Foaling Date:
 Dam:
 Dam Sire: Brands: NS OS
 Brand Index Number
 Microchip N^o:

Location for inspection (inc phone number):
 State: Postcode: Email:
 Contact Name: Phone:

Category: Race Filly/Mare Race Colt/Gelding Racing Information: In Work Spelling Windsucker

 **TIP:** If entering multiple horses with one vendor, initially fill in the vendor details only and photocopy the entry form as many times as required, then continue to complete the remainder of the form.

Name of vendor to appear in catalogue:
 Address:
 Suburb: State: Postcode:
 Phone: Fax:
 Mobile: Email:

Proceeds of sale Cheque: EFT: If EFT – Account: BSB:

Payable to (Only one payee):

Address:
 Suburb: State: Postcode:
 Phone: Fax:
 Mobile: Email:

Australian Business Number (ABN): If no ABN, please complete the below Declaration by a non GST registered vendor.

How many owners are in the horse?:

What is the percentage of GST ownership?: If NIL, please complete declaration below.

Please tick one box: **DECLARATION BY A NON GST REGISTERED VENDOR**
 Section (A) The supply is made to you in my capacity as an individual, and the supply is made in the course of an activity that is a private recreational pursuit or hobby, or is wholly of a private or domestic nature for me.
 Section (B) The supply is made by us as an entity (other than an individual) and we are not carrying on an enterprise in Australia.
 Section (C) I (or the supplier that I represent) am/is a non-resident who is not carrying on an enterprise in Australia.

Signed: Dated:

Please complete all of the above details and sign below to acknowledge that you have agreed to be bound by the **CONDITIONS OF NOMINATION**. Please **DO NOT** send payment with this Nomination Form. **NO ENTRY WILL BE ACCEPTED IF NOT SIGNED AND ALL GST DETAILS COMPLETED.**

Name: Signature: Date: / /

OFFICE USE ONLY

A/C CODE: ENTRY ID: GST STATUS:

MAGIC MILLIONS 2017 GOLD COAST NATIONAL RACEHORSE SALE

Name of Entry: Colour: Sex:
 Sire: Foaling Date:
 Dam:
 Dam Sire: Brands: NS OS
 Brand Index Number
 Microchip N^o:

Location for inspection (inc phone number):
 State: Postcode: Email:
 Contact Name: Phone:

Category: Race Filly/Mare Race Colt/Gelding Racing Information: In Work Spelling Windsucker

 **TIP:** If entering multiple horses with one vendor, initially fill in the vendor details only and photocopy the entry form as many times as required, then continue to complete the remainder of the form.

Name of vendor to appear in catalogue:
 Address:
 Suburb: State: Postcode:
 Phone: Fax:
 Mobile: Email:

Proceeds of sale Cheque: EFT: If EFT – Account: BSB:

Payable to (Only one payee):

Address:
 Suburb: State: Postcode:
 Phone: Fax:
 Mobile: Email:

Australian Business Number (ABN): If no ABN, please complete the below Declaration by a non GST registered vendor.

How many owners are in the horse?:

What is the percentage of GST ownership?: If NIL, please complete declaration below.

Please tick one box: **DECLARATION BY A NON GST REGISTERED VENDOR**

Section (A) The supply is made to you in my capacity as an individual, and the supply is made in the course of an activity that is a private recreational pursuit or hobby, or is wholly of a private or domestic nature for me.

Section (B) The supply is made by us as an entity (other than an individual) and we are not carrying on an enterprise in Australia.

Section (C) I (or the supplier that I represent) am/is a non-resident who is not carrying on an enterprise in Australia.

Signed: Dated:

Please complete all of the above details and sign below to acknowledge that you have agreed to be bound by the **CONDITIONS OF NOMINATION**. Please **DO NOT** send payment with this Nomination Form. **NO ENTRY WILL BE ACCEPTED IF NOT SIGNED AND ALL GST DETAILS COMPLETED.**

Name: Signature: Date: / /

OFFICE USE ONLY

A/C CODE: ENTRY ID: GST STATUS:

CONDITIONS OF NOMINATION - MAGIC MILLIONS 2017 GOLD COAST NATIONAL RACEHORSE SALE
Auctioneer's Licence No.: 2005419

1. The 'Sale' refers to any one or more of the following Sales for which a Lot is nominated, accepted and subject to the Vendor's rights of withdrawal, offered for sale by way of auction conducted by principal Selling Agent, Magic Millions Sales Pty Limited (A.B.N 54 078 396 317) ("the Selling Agent");
- 1.1 The Magic Millions 2017 Gold Coast National Racehorse Sale will be held at the Gold Coast Sales Complex, Bundall, Queensland on the 9th day of June, 2017.
2. The Selling Agent is licensed under the Property Agents and Motor Dealers Act 2000 ("PAMD") to conduct auctions of livestock;
3. The Vendor wishes to have a Lot in the Sale. (A reference to "Lot" includes "Lots").

APPOINTMENT OF PROMOTER

4. The Vendor agrees that all advertising, marketing and promotion in connection with the Sale (including his Lots in it) will be carried out by Magic Millions Promotions Pty Limited (ABN 41 088 197 200) ("the Promoter"), a company engaged in the business of promoting and marketing throughout the world, thoroughbred sales, races and related events, as well as performances, exhibitions, social events, conferences and events in the general entertainment industry and the Vendor hereby confirms the Promoter's appointment and role in that behalf by the Selling Agent.

VENDOR'S APPOINTMENT OF THE SELLING AGENT

5. The Vendor (subject to his compliance with these conditions) hereby appoints and authorises the Selling Agent to:
 - 5.1 Act as the sole and exclusive agent of the Vendor to sell the Vendor's Lot at the Sale, or prior thereto with the Vendor's consent where the Lot is not sold at the Sale, privately and outside of the auction at a price nominated by the Vendor at any time from the close of nominations to a date sixty (60) days after the Sale, and these conditions shall apply insofar as is possible, to such private Sale;
 - 5.2 Collect the full or any part of the purchase price including, if applicable, any GST for any Lot on behalf of the Vendor by means of cash, personal cheque, or otherwise by the Selling Agent at the Selling Agent's discretion;
 - 5.3 Deliver any Lot sold on the Vendor's behalf prior to full payment of the purchase price including, if applicable, any GST on sold Lot, such delivery being given by the Selling Agent at the Selling Agent's absolute discretion;
 - 5.4 Determine in its absolute discretion whether any Lot is suitable for the Sale, the manner in which and the time and place at which the Sale is to be conducted, and whether the opinion of a Veterinary Surgeon at the Vendor's cost should be obtained in respect of the condition of any Lot;
 - 5.5 Deduct and retain from the gross purchase price payable for any Lot, any commission, Nomination Fees or expenses owing to the Selling Agent, including any GST applicable thereon. These amounts will include but will not be limited to those referred to in Clauses 9, 10 and 11 of these Conditions;
 - 5.6 Return the Lot to the Vendor if a sale is not effected or any amount of the Vendor is not settled within seven (7) days of the Sale Date, or at any extended date by approval of the Vendor;
 - 5.7 Defend a passed-in Lot or a Lot bought back by the Vendor until all sale charges and if applicable GST are paid, the Selling Agent being entitled to exercise a lien in respect of any outstanding fees, commissions, GST or charges;
 - 5.8 Disclose the name, description and address of the Vendor to a bidder or Purchaser if it considers it appropriate, or in the case of any dispute touching on any sale of a Lot. In every case it is agreed that the remedy of the Purchaser shall be against the Vendor and not under any circumstances against the Selling Agent;
 - 5.9 Accept the rescission of any sale, allow any purchaser an extension of time for payment, or agree to any variation of the Conditions of Sale in the Sales Catalogue on behalf of the Vendor should the Selling Agent decide in its absolute discretion that any such action is justified;
 - 5.10 Bid up to the reserve price as set by the Vendor without incurring any liability to the Vendor in the event of the Lot not selling;
 - 5.11 The Vendor agrees that the Selling Agent reserves the right to:-
 - 5.11.1 Reject any nomination at any time for such reason as the Selling Agent shall deem appropriate, in its sole discretion, and the Selling Agent shall then return any nomination fee paid only if the rejection is without reasonable cause;
 - 5.11.2 Determine the order of sale of all entries;
 - 5.11.3 Assign stabling facilities in its sole discretion and the Selling Agent shall have no obligation to assign the same or similar stabling facilities which may have been assigned to the Vendor at previous Sales;
 - 5.11.4 Set a minimum bid (upset price) for the horses sold in this Sale, in its sole discretion;
 - 5.11.5 Refuse to sell any horse by auction if the Selling Agent has knowledge that the said horse has been sold privately prior to said auction.
6. The Selling Agent shall pay the proceeds of the Sale including any applicable GST to the person or persons nominated as the person to be paid such proceeds, on the Official Nomination Form, whose receipt shall be a sufficient discharge of the Selling Agent's obligations in respect of such proceeds.
7. All nominations for the Sale must be submitted on the Official Nomination Form, a copy of which is attached to these conditions, duly signed by the Vendor or for and on behalf of the Vendor by the Vendor's Agent. The Official Nomination Form must reach the office of the Selling Agent (PO Box 5246, Gold Coast Mail Centre, Queensland, 9726) by no later than the specified closing date.
8. Subject to the Vendor executing this Nomination Form prior to the offering for sale of a Lot by the Selling Agent, the Selling Agent is exempted from the requirement of Chapter 12 of the PAMD from maintaining a trust account for the deposit of the proceeds of sale of the Vendor's Lot and the Vendor acknowledges the existence of such exemption;

COMMISSIONS DUE TO THE SELLING AGENT

9. The Vendor will pay the following amounts to the Selling Agent:-
 - 9.1 A commission of the rate of 6.6% (inclusive of GST) of the sale price of any Lot sold or bought back by the Vendor; or
 - 9.2 Save in the event a Lot, which is a racehorse, is sold or bought back for an amount in excess of \$200,000 the rate of commission for the part of the price in excess of \$200,000 is reduced by 1.65% (inclusive of GST) for the Sales referred to in 1.1; or
 - 9.3 In the event that any Lot is not sold or bought back by the Vendor, a commission at the rate of 2.75% (inclusive of GST) on the Reserve Price of any passed-in Lot.

FEES AND CHARGES DUE TO THE PROMOTER

10. The Vendor will pay the following fees and charges to the Promoter in respect of its promoting and marketing of the auction sale:-
 - 10.1 A promotional fee equivalent to an amount being 2.2% (inclusive of GST) of the sale price of any Lot sold or bought back by the Vendor, for the Sales referred to in 1.1 and;
 - 10.2 The Nomination Fee (including GST) as specified on the Official Nomination Form and;
 - 10.3 The Nomination Fee (including GST) will be invoiced on Written Acceptance of the Lot into the Sales referred to in 1.1 and;
 - 10.4 The Nomination Fee (including GST) must be paid for in full within fourteen (14) days of invoicing.
- The Vendor will not be entitled to any refund in respect of any payment pursuant to these conditions from the Promoter, save as expressly provided by these Conditions.

THOROUGHBRED BREEDERS AUSTRALIA LIMITED (TBA) LEVY

11. The Vendor hereby irrevocably authorises the Selling Agent to deduct a marketing levy on behalf of the Thoroughbred Breeders Australia Ltd (TBA) in the amount of 0.385% (inclusive of GST) of the sale price of any Lot sold or bought back by the Vendor. The marketing levy will be forwarded by the Selling Agent to the Thoroughbred Breeders Australia Ltd (TBA) within forty two (42) days of all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot.

VENDOR'S OBLIGATIONS AND WARRANTIES

12. Any Lot accepted for the Sale shall be submitted to the representatives of the Selling Agent for inspection and all Lots must meet the requirements of the Australian Stud Book at the Vendor's cost and expense.
13. The Vendor shall indemnify and hereby indemnifies the Selling Agent against any claim by a Purchaser or any other person arising out of the Vendor's failure to comply with the Australian Stud Book requirements (including any payment of fees and GST if applicable). The Vendor acknowledges that the Selling Agent is entitled to a reasonable fee for any work done to ensure the Vendor's compliance with the Australian Stud Book requirements.
14. The Vendor shall supply to the Selling Agent all documents required for the transfer of ownership of any Lot sold within seven (7) days of the conclusion of the Sale. Should the Vendor not deliver such documents to the Selling Agent within the said time limit, the Vendor irrevocably authorises the Selling Agent to order a new / replacement set of documents at the Vendor's cost and expense.
15. The Vendor shall be responsible for verifying the accuracy of all information published in the Sale Catalogue and warrants to the Selling Agent and any Purchaser the accuracy of such information except where the Vendor notifies the Selling Agent in writing of any inaccuracy in such information prior to the date of the Sale.
16. The Vendor or his duly authorised representative warrants that he will disclose to the Selling Agent the true owner of the Lot nominated to any person or party for the Sale on request. The Vendor authorises the Selling Agent to disclose the true owner of the Lot of the Selling Agent's absolute discretion.
17. The Vendor warrants to the Selling Agent that the person completing and submitting the Nomination Form is duly authorised to complete and submit the Nomination Form on behalf of the Vendor and, carry out all the obligations of the Vendor as set out in the Nomination Form and provide the Vendor warranties set out in the Nomination Form.
18. The Vendor or his duly authorised representative shall be present at the Sale venue at all times during which the Sale is being conducted and shall immediately correct any incorrect statements or representations made by the Selling Agent regarding any Lot for which the Vendor or his agent is responsible, failing which correction the Vendor shall be deemed to authorise the statement and warrant to the Selling Agent and any Purchaser the truth of any statements or representations made by the Selling Agent.
19. The Vendor will produce for the Sale a Lot without any obvious physical defects. Should the Selling Agent be of the opinion that a Lot is not suitable for sale, it has the right of its absolute discretion, to withdraw the Lot from the Sale, remove it from the grounds, and consign it to the address of the Vendor as it appears on the Official Nomination Form, at the Vendor's risk and expense.
20. The Vendor warrants to the Selling Agent that he is the true owner of the Lot nominated for the Sale or is duly authorised to sell the Lot on the owner's behalf and that it is able to transfer good title to the Lot free from any mortgage, lien, charge, bill of sale (whether registered or not) or security interest as defined in the Personal Property Securities Act 2009 ("the PPSA"), and any other adverse interest except where such interest has been notified in writing to the Selling Agent prior to the Sale and such interest has been acknowledged by the Selling Agent. The Vendor irrevocably authorises the Selling Agent to register its interest in each Lot against such Lot and the Vendor to secure payments owing to the Selling Agent by the Vendor or payments made by the Selling Agent to the Vendor on account of the purchase price where the Purchaser of a Lot has not paid all or part of the purchase price. If the owner of the Lot is a company, the Vendor warrants and represents to the Selling Agent that there are no fixed charges affecting the Lot, that there are no floating charges affecting the Lot or such charges are not in default, and that the Vendor and no officer thereof is aware of any circumstances by which any floating charge in relation to the Vendor may have crystallised. The Vendor warrants and represents that the Lot is being sold in the ordinary course of business.
21. Except as disclosed in writing to the Selling Agent prior to the Sale, the Lot nominated for the Sale shall be free of any symptoms associated with wind sucking, wobbling, roaring, impaired vision, botulism, equine morbillivirus (Hendra virus), nipah virus or any other virus.
22. Except as disclosed in writing to the Selling Agent prior to the Sale, the Vendor warrants that all male animals have not had one or both testes removed, save insofar as such circumstance has been disclosed to the Selling Agent prior to the Sale of such animal.
23. In the event that the Selling Agent cancels the Sale the Vendor has no claim against the Selling Agent for damages or costs or expenses other than the repayment of the Nomination Fees paid by the Vendor or save as is expressly provided for by these conditions.

24. Any Lot nominated for the Sale cannot be withdrawn by the Vendor, after the assigning of the horse's lot number for the Sale Catalogue, without the forfeiture of the Nomination Fee, except in the event of injury, death or illness of the Lot. Apart from death of a Lot (in which case the Nomination Fee shall be refunded in full), in all cases of alleged injury or illness of the Vendor at his expense produces a Veterinary Certificate, within thirty (30) days from the completion of the Sale, confirming the existence of the injury or illness alleged, two thirds of the Nomination Fee shall be refunded. Should the Vendor not produce an acceptable Veterinary Certificate, the Vendor shall pay to the Selling Agent 6.6% (inc GST) of the median sale price for the Selling Session in which the withdrawn Lot was listed, as liquidated damages, in addition to the Nomination Fee.
- The Vendor acknowledges that by execution of this Nomination Form that the Selling Agent distributes its Sale Catalogue on a worldwide basis to thousands of potential Purchasers who make arrangements to be present at the Sale because of Lots listed in the Sales Catalogue and acknowledges the credibility of the Sale is diminished if catalogued Lots are withdrawn without good and valid excuse.
25. Should the Vendor sell privately any Lot accepted for the Sale during the period from the Closing Date for Nominations until sixty (60) days after the Sale (the Agency Period), the Vendor shall promptly pay to the Promoter and Selling Agent an amount equal to the total charges including GST set out in Clauses 9, 10 and 11 of these Conditions.
26. The Vendor shall comply in all respects with the rules of the Sales Complex displayed within the office block at the Sales Complex. In respect of any description used in, or in connection with the Sale the parties hereto agree that the expression 'col' includes rig or cryptorchid, namely male animals in which one or both testes have not descended into the scrotum from the abdomen.
28. Any Lot entered by the Vendor (including its storage by the Selling Agent) shall be at the Vendor's sole risk and expense notwithstanding any negligence on the part of the Selling Agent and the Vendor indemnifies the Selling Agent against all claims, actions, loss, damages, costs and expenses incurred including stabling and feed.
29. The Vendor agrees to be bound by the Conditions of Sale as printed in the Sale Catalogue, including any variations made thereto at the absolute discretion of the Selling Agent.
30. The Vendor shall promptly advise the Selling Agent of any credit arrangements made with a Purchaser of a Lot (which shall be at the Selling Agent's discretion) and shall sign an acknowledgment of such arrangements as directed by the Selling Agent.
31. The Vendor acknowledges that the Selling Agent acts merely as agent for the Vendor and gives no warranty that any Purchaser will complete a purchase in accordance with the Conditions of Sale, nor is the Selling Agent under any liability in respect of the Sale should the Purchaser fail to complete their purchase save as is expressly provided in these conditions.
32. Subject to the Conditions of Sale printed in the Sale Catalogue, if the Selling Agent delivers any Lot to the Purchaser of that Lot prior to the Selling Agent having received payment by cash or otherwise for the Lot, the Selling Agent will use its best endeavours to secure the performance by the Purchaser of its obligation to pay the purchase price and any applicable GST except where:
 - 32.1 The Selling Agent has formed the opinion that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot;
 - 32.2 The Vendor enters into any credit arrangement or terms with the Purchaser;
 - 32.3 The Sale is terminated or unenforceable for any reason;
 - 32.4 The Vendor agrees to any variation of the normal terms of the contract for the purchase of his Lot (including without limitation terms as to the time for payment) without the prior written consent of the Selling Agent;
 - 32.5 The Vendor consents to the delivery of the Lot by the Selling Agent;
 - 32.6 The Vendor has not paid any monies due and owing by the Vendor to the Selling Agent on any account whatsoever.
33. The liability of the Selling Agent pursuant to, or incidental to, its appointment in respect of any Lot shall be limited to the purchase price accepted by the Selling Agent as the price payable less any monies owing to the Selling Agent by the Vendor on any account, including any GST applicable thereon.
34. The Vendor agrees that if the Selling Agent pays to the Vendor any amount in respect of the purchase price and if applicable GST for any Lot prior to the Selling Agent receiving from the Purchaser the full purchase price including any applicable GST of the Lot and/or the honouring of all the bills of exchange tendered in respect thereof, the Vendor shall immediately execute and deliver to the Selling Agent authorities and documents in such form as the Selling Agent in its absolute discretion requires, so as to secure and authorise the Selling Agent to exercise through or on behalf of the Vendor all rights which the Vendor may have in respect of the Lot and/or any bill of exchange or other right held by the Vendor in his own right.
35. The Selling Agent guarantees to the Vendor that payment will be forwarded to the Vendor within forty two (42) days from the end of the Sale, all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot but subject to the Selling Agent's right to withhold payment of all or part of the proceeds of such sale where the Selling Agent concludes that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot.
36. The Vendor acknowledges that if the Vendor suffers a loss as a result of a failure by the Selling Agent to account to the Vendor for all or any part of the sale proceeds of the Vendor's Lot, the Vendor does not have a right of compensation from the Claim Fund under the PAMD.
37. The Vendor agrees that the Selling Agent may assign the benefit of all nominations to the Sale to such third person, as the Selling Agent may determine and the Vendor agrees to be bound by the terms of such assignment.
38. The Vendor agrees to indemnify and hereby indemnifies the Selling Agent against all loss, damage, costs and expenses of whatever nature incurred by the Selling Agent directly or indirectly as the result of the Vendor's non-compliance with any of the Conditions of Nomination or the Conditions of Sale.
39. The Vendor agrees that the Nomination Fee remains a debt due and payable by the Vendor to the Selling Agent from the date of nomination (that is to say, at the date when the Lot is nominated) of any Lot notwithstanding the withdrawal of the Lot from the Sale and the Vendor acknowledges and agrees that the only basis upon which he may claim a repayment of the Nomination Fees from the Selling Agent is:
 - 39.1 If the Selling Agent cancels the Sale in accordance with Clause 23 of these Conditions; or
 - 39.2 If the Lot is rejected in accordance with Clause 19 of these Conditions, or is not included in the Sale Catalogue.
40. The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions, are severable and independent and any monies paid to either of them are payments to which they are entitled in their own right pursuant to these Conditions.
41. In the event that any provision is unlawful or void, the parties agree that these conditions shall be construed so far as is possible so that the unlawful or void provision is an independent promise and is severable from the other conditions. Where such unlawful or void provision relates to any provision for fees or remuneration including if applicable GST then a term will be implied (so far as the law permits) that reasonable remuneration and expenses including if applicable GST will be payable for any services rendered by or on behalf of the Selling Agent to the Vendor.
42. The Selling Agent does not assume any responsibility for exporting horses.
43. The Vendor accepts, confirms and acknowledges the following:
 - 43.1 The Selling Agent accepts no liability for any GST liability arising as between the Purchaser, the Vendor and the ATO in respect of any Lot sold by way of auction or private treaty;
 - 43.2 That each Lot offered for sale will be invoiced with GST added to the sale price in the event that the Vendor is registered for GST; In the event that the horse is purchased by a non-resident who is not registered for GST and that purchaser executes the required Magic Millions Export Declaration Form, the vendor acknowledges that subject to the export provisions as approved by the ATO this horse may be sold on a zero-rated basis at which time no GST will be charged on the invoice.
 - 43.3 For the purpose of the GST Law the Vendor, not the Selling Agent, is the 'supplier' and is responsible for determining whether the Purchaser is registered or required to be registered for GST purposes and that the Purchaser satisfies the requirements of the ATO as regards the export of a Lot.
44. The Vendor acknowledges that the Selling Agent acts as agent for the Magic Millions Sales Partnership (ABN 99 619 379 694).
45. The Vendor acknowledges that the Selling Agent will make available a Repository at the complex for the purpose of the storing and examination of x-rays, physical or digital, and other records required by the Terms and Conditions of the Repository or the relevant Sale Catalogue. The Vendor further acknowledges the Terms and Conditions of the Repository and agrees to be bound by these Terms and Conditions. The relevant Terms and Conditions will be displayed in the Repository and are available from the Selling Agent on request.
46. The Vendor accepts and acknowledges that prior to executing this Nomination Form, the Selling Agent has advised the Vendor that he should seek independent legal advice before signing this Nomination Form.
47. By executing this Nomination Form, the Vendor hereby appoints the Selling Agent's auctioneer to auction the Lot on behalf of the Vendor. The Vendor acknowledges having received a copy of this Nomination Form and in particular acknowledges his appointment of the auctioneer.
48. In the event that the Selling Agent, for whatever reason, pays to the Vendor, the amount due to the Vendor pursuant to Clauses 5 and 6 of the Conditions of this Nomination Form prior to receiving payment for the Vendor's Lot from the Purchaser, the Vendor assigns to the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent's nominee.
49. The Vendor acknowledges the existence of the Australian Thoroughbred Sales Code ("the Code"). The Selling Agent recommends that the Vendor acquaint themselves with the Code.
50. Notwithstanding any other term or condition contained in these Conditions of Sale, the Vendor hereby irrevocably authorises and directs the Selling Agent to pay the Selling Agent out of the sale proceeds of any Lot, any amount that may be due and owing to the Selling Agent prior to this Sale. For the sake of certainty, the Vendor assigns to the Selling Agent any irrevocable authority rights in favour of the Vendor where a Lot owned by the Vendor has been submitted for sale of this Sale by a party other than the Vendor. The Vendor appoints the Managing Director of the Selling Agent, from time to time, its attorney to do all things necessary and execute all documents to give effect to these Conditions of Sale.
51. Where the Vendor (in the reasonable opinion of the Selling Agent) is in any way or in any capacity (by virtue of directorship, shareholding, trustee, beneficiary or otherwise) involved with or related to a Purchaser of a Lot offered for sale by the Vendor and the Vendor owes the Selling Agent any monies with respect to that Lot or any other lot, the Selling Agent may, in its absolute discretion, retain all or part of the purchase price paid by the Purchaser and apply the same to the debt owed by the Vendor to the Selling Agent. In such case the Selling Agent may, in its absolute discretion, refuse to pay out the Vendor for the purchase price for the Lot prior to receiving payment in full for the Lot from the Purchaser.
52. The Vendor and the Purchaser indemnify and will keep indemnified the Selling Agent and the Promoter against any claim arising out of any telephone directions or instructions given by the Vendor and/or the Purchaser or their agents, consultants or employees, to the Selling Agent or the Promoter or their agents, consultants or employees, on or before the sale of any Lot where, for any reason, such telephone instructions are misinterpreted or not acted upon, for whatever reason, by the Selling Agent or the Promoter.
53. Notwithstanding Condition 26, all persons who attend the Sale do so entirely at their own risk and neither Magic Millions Sales Pty Limited (ABN 54 078 396 317) nor Magic Millions Promotions Pty Limited (ABN 41 088 197 200) nor its subsidiaries, officers or agents for themselves and for those whom they act, assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur in any person or property.
54. The Vendor accepts and acknowledges and agrees that where a dispute arises between the Vendor and the Purchaser in relation to a Lot, this must be resolved between them only. The Lot cannot be returned to the Selling Agent or its slaves.
55. Except as disclosed in writing to the Selling Agent prior to the nomination of the Lot, the Vendor warrants that, in the absence of full and complete disclosure to the selling agent, the Lot has not undergone abdominal surgery of any type (with the exception of the surgical repair of a non-straddling umbilical hernia), and has not undergone invasive joint surgery, surgery to repair a fracture, or surgical intervention of the upper respiratory tract. If prior to the Sale the warranty provided in the immediately preceding sentence is inaccurate in whole or in part the Vendor will immediately notify the Selling Agent in writing.
56. The Australian Racing Board has introduced new Rules completely banning the use of anabolic androgenic steroids in thoroughbred horses. The Australian Rules of Racing can be viewed at the Racing Australia website www.racingaustralia.com. Horse and are subject to change by Racing Australia without notice. The Vendor irrevocably authorises the Selling Agent and its veterinary representatives to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock, following the sale of such Lot, to be analysed for the presence of anabolic androgenic steroids as per Condition 38 in the Conditions of Sale.

ENTER ONLINE, IT'S EASY

Saves you time!

No unnecessary repeating of data entry by retaining details such as the catalogued vendor, inspection location and supplier information from the previous entry completed.

If you start an entry but don't have time to complete it, our facility will retain those details completed and allow you to log back in and edit the entry without losing any information.

Horse search!

Provided the information is returned to the Australian Stud Book, our horse search function will pre-populate your entry with the sire, dam, dam sire, foaling date, microchip number and brand index number – again reducing data entry and the chance of errors.

Multiple & saved suppliers!

Our online facility has the capacity for you to enter multiple suppliers/owners for each horse as well as create 'saved suppliers' so you only have to enter contact details, GST and proceeds instructions for you and your clients once. A one-stop-shop to allow accurate invoicing of entry fees and payment of proceeds for your draft.

Record of submitted entries!

Reduce the paperwork on your desk and the risk of missing valuable nominations. When online entries are submitted successfully you will receive a confirmation email from Magic Millions Bloodstock containing the submitted information for each horse. You can also log back into Magic Millions Online Entries to view your 'submitted entries', making it easy for you to check at any time all your entries are completed.

Completing your sale entries online is as easy as five steps!

Go to 'Enter Online' on the relevant sale page at magicmillions.com.au. Log in or register as a new user – You're ready to start!

If you require any assistance with completing your sale entries online, please contact:

T 07 5504 1200
E bloodstock@magicmillions.com.au

MAGIC MILLIONS HOME ONLINE SALE ENTRY SUBMITTED ENTRIES SAVED SUPPLIERS LOG OFF

MAGIC MILLIONS SALE ENTRY

SALE ENTRIES TO COMPLETE

Select a sale to complete and submit the entry

Sale	Horse/s	Entry Status	Action
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MAGIC MILLIONS ONLINE SALE ENTRY

To commence a new entry select an open sale

Sale	Complex	Date	Closing Date
2016 Gold Coast 2Y Olds In Training Sale Nomination fee: \$1,100 (inc. GST)	Gold Coast	11, 12 October 2016	29/01/2016
2017 Gold Coast Yearling Sale Nomination fees: • Book 1 (Wed-Fri): \$2,130 (inc. GST) • Book 2 (Sun): \$1,760 (inc. GST) • Book 3 (Tue): \$650 (inc. GST)	Gold Coast	11, 12, 13, 14, 15, 17 January 2017	12/01/2016
2017 Queensland Yearling Sale Nomination fee: \$600 (inc. GST)	Laurieston	10 February 2017	12/01/2016
2017 Perth Yearling Sale Nomination fee: \$1,210 (inc. GST)	Perth	20, 21 February 2017	12/01/2016
2017 Adelaide Yearling Sale Nomination fees: • Book 1 (Mon-Tue): \$1,100 (inc. GST) • Book 2 (Wed): \$980 (inc. GST)	Adelaide	13, 14, 15 March 2017	12/01/2016
2017 Gold Coast March Yearling Sale Nomination fee: \$1,100 (inc. GST)	Gold Coast	30, 31 March 2017	12/01/2016
2017 Gold Coast National Yearling Sale Nomination fees: • Book 1: \$1,375 (inc. GST) • Book 2: \$650 (inc. GST)	Gold Coast	6, 7, 8 June 2017	7/04/2017

For assistance with online entries, please contact the Magic Millions Gold Coast office on 07 5504 1200 or email bloodstock@magicmillions.com.au

CONTACTS

FOR FURTHER INFORMATION OR ASSISTANCE, PLEASE CONTACT:

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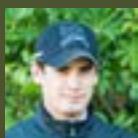
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