

2018 **GOLD COAST 2YOS IN TRAINING SALE**



9-10 OCTOBER 2018

NOMINATIONS CLOSE FRIDAY 27 JULY 2018 NOMINATION FEE: \$1,100 INC GST

Please complete ALL details pertaining to each Nomination and sign below to acknowledge that you have read and agree to be bound by the CONDITIONS OF NOMINATION.

Name:				
Signature:	Date:			Π

ESTABLISHED EXPERIENCED

SERIOUS

RACE RESULTS

TO KEEP BUYERS RETURNING

641 WINNERS

OVER 5 YEARS INCL

42 BLACK TYPE PERFORMERS



33 HORSES MADE \$100,000+

19
INDIVIDUAL BUYERS OVER
\$100,000

\$6.1M SOLD TO ASIA INCL \$2.8M TO HONG KONG

23% TO \$45,000

\$60,000

BIG
DOMESTIC MARKET SPENDING
\$3.995M

IMPORTANT DATES

THURSDAY 13 SEPTEMBER

BREEZE UP, WARWICK FARM, NSW

BRIDAY 14 SEPTEMBER

BREEZE UP, SEYMOUR RACING CLUB, VIC

MONDAY 17 SEPTEMBER

BREEZE UP, GOLD COAST TURF CLUB, QLD

THURSDAY 20 SEPTEMBER

BREEZE UP FOOTAGE AVAILABLE FOR VIEWING ONLINE

MONDAY 8 OCTOBER

BREEZE UP, GOLD COAST TURF CLUB, QLD

TUESDAY 9 OCTOBER

DAY 1 OF THE GOLD COAST 2YOS IN TRAINING SALE

WEDNESDAY 10 OCTOBER

DAY 2 OF THE GOLD COAST 2YOS IN TRAINING SALE





COMPLETE YOUR ENTRIES ONLINE NOW! Use the Magic Millions Online Entry facility at magicmillions.com.au Name of Entry: Colour: Sex: Sire: Foaling Date: / 2016 Dam: OS Brands: **Brand Index Number** Dam Sire: Microchip Number: Height Weight Height & Weight: hh kgs Preparer of horse/s: Name of vendor to appear in catalogue: Address: Suburb: State: Postcode: Phone: Fax: Mobile: Email: EFT: If EFT – Account: BSB: Proceeds of sale Cheque: Payable to (Only one payee): Address: Suburb: State: Postcode: Phone: Fax: Mobile: Email:

Australian Business Number (ABN):						
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. Dated:						
OFFICE USE ONLY						

GST STATUS:

ENTRY ID:

A/C CODE:

COMPLETE YOUR ENTRIES ONLINE NOW! Use the Magic Millions Online Entry facility at magicmillions.com.au Name of Entry: Colour: Sex: Sire: Foaling Date: / 2016 Dam: OS Brands: **Brand Index Number** Dam Sire: Microchip Number: Height hh Weight Height & Weight: kgs Preparer of horse/s: Name of vendor to appear in catalogue: Address: State: Postcode: Suburb: Phone: Fax: Mobile: Email: Proceeds of sale Cheque: EFT: If EFT - Account: BSB: Payable to (Only one payee): State: Postcode: Fax. Email: If NIL, please complete declaration below. 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.

Address: Suburb: Phone: Mobile: Australian Business Number (ABN): How many owners are in the horse?: What is the percentage of GST ownership?: Please tick one box: Section (C) I (or the supplier that I represent) am/is a non-resident who is not carrying on an enterprise in Australia. Dated: Signed: OFFICE USE ONLY **ENTRY ID:** A/C CODE: **GST STATUS:**

CONDITIONS OF NOMINATION

MAGIC MILLIONS 2018 GOLD COAST 2YOS IN TRAINING SALE

- Cert's Licence No.: 2005419
 The Selling Agent is licensed under the PAMD to conduct audions of livestock; in these Conditions of Normication:
 "ARR" means the Australian Rules of Racing as adopted, administered and amended by RA from time."
 - to time; "ASB" means the Australian Stud Book which is the official record and publication of thoroughbred

Asia" meants the Australian Stud sook which is the almost record and publication of incrougharea bloodlines for horses in Australia; "Alfo" means the Australian Tourlian Office; "EUT means Eupopean; "GOPR" means the EU General Data Protection Regulation which came into effect on 25 May 2018; "GST has the meaning given to it in the GST Act; "GST has the meaning given to it in the GST has the meaning given to it in the GST has the meaning given to it in the GST has the meaning given to it in the GST has the meaning given to it in the GST has the meaning given to it in the GST has the meaning given to it in the GST has the meaning given to it in the GST has the meaning given to it in the GST has the meaning given to it in the GST has the meaning given to it in the GST has the meanin

to time;
"Lot" means a horse, including a gelding, coll, filly or mare (and includes one or more lot) to be norminated for the Sale by the Vendor on the Official Nomination Form;
"Magic Millions Export Declaration Form" means the export decidention form prescribed by and available upon expess from the Selling Agent and as required by the GST Act;
"NDB" means the Privacy Amendment (Notifiable Data Breaches) Act 2017 which came into effect on 22 February 2018.

22 February 2018

Nomination Fee Translation for the Commission of the Commissio

Promoter's website:

"PAMO" means the Property Agents and Motor Declers Act 2000 and as amended from time to time;

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"Parthership" means Mogic Millions Soles Porthership (ARN 99 519 379 694);

"PPSA" means the Personal Property Securities Act 2009 which took effect on 30 January 2012 and as amended from time to time;

"PPSA" means the personal property securities register established pursuant to the PPSA;

"PRA" means the Principal Rooing Authority in each state and territory in Austratia with approved of but subject to RA;

"Promoter" means Magic Millions Promotions Pty Ltd (ARN 41 088 197 200) or any other portly inditified in the Sole Calcilogue or other documentation issued in respect of the Sole as the promoter or sponsor of the Sole or for a closed race series or incentive race series in association with which the Seiles computed.

or sponsor of the sale of or a cased rose series or incentive rose series in association with which the Sac is conducited:
"RA" means Racing Australia which is the peak national administration body for thoroughberd rosing "RA" means Racing Australia which is the peak national RR and the RASB in an effort to ensure worldwide best practice standards of integrity and animal verlage. Each PRA's a member of RA" "RASB" means the use of the Australian shall book os dominisated by the S88 tram time to time; "Repository" means the repository to be established by the Selling Agent / Promoter prior to the commencement of the Sale; the conditions of entry into which and use of the service of which will be set out in the Repository Conditions displayed of the Repository along tour (4) days prior to the commencement of the Sale; the Sale of the Sale; "Repository Conditions" means the conditions of entry into the Repository for the purpose of inspecting the X-Rays and other terms and conditions relating to the terms and conditions of access and inspection as displayed at the Repository; "Sale" refers to any one or more of the following Sale/s for which the Lot is nominated, accepted and subject to the Vendor's rights of withdrawal, offered for sale by way of auction conducted by the Selling Agent.

subject to the Vendor's rights of withdrawal, offered for sale by way of auction conducted by me seming Agent.

The Magic Millions 2018 Gold Coast 270s in Training Sale, to be held at the Gold Coast Sales Compies, Bundall, Queensiand, from the 9th day to the 10th day of October, 2018.

Sale Catalogue' means the catalogue to which the Sale relates, and which includes the Lot;

"Salling Agent" means Magic Millions Sales PPJ, Lid (ABN 5-4 078 996 317) howing auctioneers and ogents is cense number 2006419 and includes its officers and agents;

"TBA" means the Thoroughtred Breeders Austratia Limited (ABN 34 0034 322 28);

"TBA "means the Phroucy Act 1986 (Cith) as amended from time to time;

"The Code" means the Australian Thoroughted Sales Code of Conduct as amended from time to time;

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APPOINTMENT OF PROMOTER

VINIMENT OF PROMOTER

The Vendor agrees that all advertising, marketing and promotion in respect of the Sale (including the Lat in it) will be carried out by the Promotler, a company engaged in the business of promoting and marketing throughout the world, thoroughbed sales, roose 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 Arent.

VENDOR'S APPOINTMENT OF THE SELLING AGENT

- The Vendor (subject to his compliance with these Conditions of Nomination) hereby appoints and uniforcies the Selling Agent for. Let as the sole and exclusive agent of the Vendor to sell the Vendor's Lat at the Sale, or prior, or subsequent, therefore with the Vendor's consent, where the Lot is not sold at the Sale, privately and subside of the auction of a price nominated by the Vendor of any time from the close of nominations to a date skylic (O) days after the Sale, and these Conditions of Nomination shall apply insolar as is assible, to such private Sale:
- Collect the full or any part of the purchase price including, if applicable, any GST for the Lot on behalf of the Vendor by means of cash, personal cheque, or otherwise by the Selling Agent at the Selling
- gent's discretion; eliver the Lot sold on the Vendor's behalf prior to full payment of the purchase price including, policable, any GST on the Lot, such delivery being given by the Selling Agent at the Selling Agent's politible discretion:

- control for Social or He Lot, such delivery being given by the Salling Agent of the Selling A

- seed discretion, and the Selling Agent shall then return any Normandion Fee poid only if the rejection is without recisionable cause; Determine the order of sale of all nominations and acceptances for the Sale; Assign stabling localities in its sale discretion and the Selling Agent shall have no obligation to assign the same or similar stabling to be when the same or similar stabling to limit as the discretion. If the Sale is a sale is a sale discretion and the Selling Agent is the Vendor of previous sales; Set a minimum bid (upset price) for the horses sold in this Sale, in its sale discretion; Returned to the Selling Agent has knowledge that the said horse has been sold privilety prior to the Sale.

 The Selling Agent shall pay the proceeds of the sale including any applicable SST to the person or persons nominated as the person to be paid such proceeds, on the Official Nomination Form, whose receipt shall be a suitilised indischage of the Selling Agent collidation is respect of such proceeds. All nominations for the Sale must be submitted on the Official Nomination Form, duty signed by the Vendor or for and on behall of the Vendor by the Vendor's ought on Nomination Form must reach the provisions of the Selling Agent's online entries facility. The Official Nomination Form must reach the provisions of the Selling Agent's online entries facility. The Official Nomination Form must reach the Conditions Form, and the Vendor acceptance of the Selling Agent's online entries facility, prior to the offering for sale of the Lot Momination for the deposed of the proceeds of sale of the Vendor's scale of the Halb form mainlaining a fusal occurry. The Selling Agent's online entries foolility, prior to the offering for sale of the Lot Momination for the deposed of the proceeds of sale of the Vendor's Such and the Vendor's Such as any such as exempted from the requirement of Chapter 12 of the PARD from mainlaining a fusal occurry.

ocknowledges the existence of such exemprium;

COMMISSIONS DUE TO THE SELLING AGENT

8. The Vendor will pay the following amounts to the Selling Agent
8. A commission of the rate of 6.5% (inclusive of 65%) on the Lot sold or bought back by the Vendor, or In the event that the Lot is not sold or bought back by the Vendor, a commission at the rate of 2.75% (inclusive of 65%) on the Reserve Price of any passed-in Lot.

- FEES AND CHARGES DUE TO THE PROMOTER

 9. The Vendor will pay the following fees and charges to the Promoter in respect of its promoting and mortelling of the auction sale and the rose series.

 9.1 A promotional fee equivalent in on amount being 3.3% (inclusive of CST) of the purchase price of the Lot sold or bought book by the Vendor, for the Sale and;

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

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

 19.3 The Nomination Fee (including GST) as specified in the Official Nomination of the Lot into the Sale and;

- sole and; 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 Condit

of Nomination for the Promoter save as is expressly provided in these Conditions of Nomination

VTV
When the rest invocably authorises the Selling Agent to deduct a marketing levy on behalf of the TBA in the amount of 0.385% (inclusive of GST) of the purchase price of the Lot sold or bought back by the Vendor. The marketing levy will be forwarded by the Selling Agent to the TBA within forty-two (42) days of all monies due and owing to the Vendor bussant to the sale of the Vendor's LOT.

- VENDOR'S OBLIGATIONS AND WARRANTES

 11. The Idea copelled for the Sole shall be submitted to the sele of the Vendor's Lost.

 VENDOR'S OBLIGATIONS AND WARRANTES

 11. The Idea copelled for the Sole shall be submitted to the representatives of the Selling Agent for inspection and eoch Lot must meet the requirements of the XSe of the Vendor's cost and expense.

 12. The Vendor's shall indemnity and hereby indemnifes the Selling Agent agoinst any ordine by a Purchaser or any other person orising out of the Vendor's foliure to comply with the ASB requirements (including any poyment of rese and SSIT depiciable). The Vendor conceivateges that the Selling Agent is entitled to a reasonable fee for any work done to ensure the Vendor's compliance with the ASB requirements.

 13. The Vendor's shall superly or the Selling Agent did documents required for the transfer of ownership of the Lot sold within seven (7) days of the conclusion of the Sale. Should the Vendor not deliver such documents to the Selling Agent did into limit, the Vendor's cost and expense.

 14. The Vendor's shall be responsible for vertifying the occuracy of all information published in the Sale Catalogue and warrants to the Selling Agent and any Purchaser the occuracy of such information except where the Vendor or notifies the Selling Agent in writing (in all information published in the Sale.

 15. The Vendor or his duly outlosted representative warrants that the will disclose to the Selling Agent to Momination) of any inoccuracy in such information prior to the date of the Sole.

 16. The Vendor or his duly outlosted representative warrants that the will disclose to the Selling Agent to Sole. The Vendor wormants is the Selling Agent the Selling Agent the Vendor wormants to the Vendor wormants to the Selling Agent to Sole. The Vendor wormants to the Selling Agent the Selling Agent the Vendor wormants to the Vendor wormants to the Selling Agent the Vendor wormants to the Vendor wormants to the Selling Agent to Sole. The Vendor wormants to the Vendor wormants

- in the Verdor or his duly authorised representative warrants that he will disclose to his Salling Agent the true owner of the Lot nominated to any person or party for the Sale or less seven (7) doys prior to the Sale. The Verdor or his duly authorised representative warrants that he will disclose to the Salling Agent to disclose the true owner of the Lot of the Salling Agent to disclose the true owner of the Lot of the Salling Agent to disclose the true owner of the Lot of the Salling Agent to disclose the true owner of the Lot of the Salling Agent to disclose the true owner of the Lot of the Salling Agent to disclose the true owner of the Lot of the Salling Agent and the Person completing and submitting the Official of the Verdor care sall of the Verdor or Salling Agent and the Verdor or Verdor's agent and verdor to the Salling Agent and only Purchases the Intuit of any salling Agent and verdor to the Salling Agent and only Purchases the Intuit of any salling Agent and verdor and verdor or Verdor's agent and verdor will produce for the Salling Agent to the Salling Agent and only Purchases the Intuit of any salling Agent and verdor will be demand to authorise the Salling Agent to of the Opinion Intuit he Lot is not suitable for sall, it has the right of its Salling Agent and the Verdor will be demand to authorise the Salling Agent and the Verdor will be demand to authorise the Salling Agent and the Verdor will be salling Agent and the Verdor will be demand to authorise the Salling Agent and the Verdor will be demand to authorise the Salling Agent to the Verdor will be salling Agent and the Verdor will be the Salling Agent to the Verdor will be sallin

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- coluding without limitation terms as to the time for payment) without the prior written consent of the tilling Agent; be Vendor consents to the delivery of the Lot by the Selling Agent; be Vendor has not paid any monies due and owing by the Vendor to the Selling Agent on any account

- The Vendor has not poid any monites due and owing by the Vendor has the Selling Agent on any occount wholever.
 The lability of the Selling Agent pursuant ho, or incidental ho, its appointment in respect of the Lot shall be limited to the purchase price accepted by this Selling Agent as the price poyable less any monites would be limited to the purchase price accepted by the Selling Agent for the price poyable less any monites would be limited to the purchase price accepted by the Selling Agent for any lot on any previous sale conducted by the Selling Agent where the Vendor has opposited the Selling Agent are its selling longer in liculating any Self appell where the Vendor has oppositioned the Selling Agent agent agent provide the Selling Agent the self agent accepted the Selling Agent agent agent agent agent agent provide Self or the Lot and/or the honouring of lab security interest the full purchase price including any applicable SST of the Lot and/or the honouring of lab security interest the full purchase price including any applicable SST of the Lot and/or the honouring of lab security interest the full purchase price including any applicable SST of the Lot and/or the honouring of lab security interest the full purchase price including any applicable SST of the Lot and/or the honouring of lab security interest the full purchase in the lab security interest and promises and undertakings in forour of the Selling Agent to exceed the full and or any assumptive interest and promises and undertakings in forour of the Selling Agent or other that power and the Purchaser as to the Purchaser's obligation to pay for the Lot. The Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot. The Vendor does not have a right of compensation under the Pathon's custles as loss are seal of a failure by the Selling Agent or and the Purchaser as to the Purchaser's obligation to pay for the Lot. The Vendor advantages that the Selling Agent may agent any one and the Purchaser as to the Purchaser's obligation t

- 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 indemnifiles the Selling Agent against all loss, domage, costs and expenses of wholever nature incurred by the Selling Agent directly or indirectly as the result of the Vendor's one-compliance with any of the Conditions of Nomination or the conditions of sale as set out in the Sale Catalogue. The Vendor agrees the Notionalian Fee remains a debt due and payable by the Vendor to the Selling Agent from the date of nomination five is to say, of the date of execution by the Vendor of the Collicial Komination Ferm) of the Lot inotwithstanding the withdrawal of the Lot from the Selling Agent las: If the Selling Agent concest the Sole in accordance with Condition 22 of these Conditions of Varrination, or
- Nomination, or If the Lot is rejected and withdrawn in accordance with Condition 18 of these Conditions of Nomination or is not included in the Sale Catalogue. The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions of 38.2

- Nomination, 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 of Nomination. In the event that any provision is uniqually arvaid, the paties agree had these Conditions of Nomination shall be construed so far as is possible so that the uniavalul or void the patients agree that these Conditions of Nomination shall be construed so far as is possible so that the uniavalul or void profile or an independent promise and is severable from the other conditions. Where such uniavalul or void profile not relates to any provision for less or remuneration including if applicable GST then a term will be implied (so far as the law permist) that reasonable remuneration and expenses including if applicable GST will be payable for any services rendered by or on behalf of the Setling Agent to the Vendor.
- The Vendor accepts, agrees and acknowledges the following:
- The Vendor accepts, agrees and acknowledges the following:

 The Selling Agent accepts no liability for any GST liability orising as between the Purchaser, the Vendor and the ATO in respect of the Lat oslid by way of auclian or privale ready.

 That each Lot offered for sale will be invoiced with GST added to the purchase price in the event that the Vendor is registered for SST, in the event that the horas is purchased by a mon-treased with a single registered for SST, in the event that the horas is purchased by a mon-treased with a single to the export provisions as approved by the ATO this horas may be said on a zero-rated based without time to GST will be changed on the invoice.

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

 The Vendor acknowledges that the Selling Agent and case and callable the Repository of the complex for the purpose of the storing and exemination of X-Rays, physical or digital, and other records required by the Repository Conditions or the relevant Sole Catologue. The Vendor coknowledges that the Selling Agent will require the Purchaser solicities and agent and exemination of the Repository Conditions will be displayed in the Repository Conditions or the relevant Sole Catologue. The Vendor coknowledges that the Selling Agent on require the Catologue and the Vendor accepts and acknowledges that the Selling Agent on requires.

- The Vendor accepts and acknowledges that prior to executing the Official Nomination F Agent has advised the Vendor that he should seek independent legal advice before sig Nomination Form.
- Revenuelly the Official Nomination Form, the Vendor hereby appoints the Selling Agent's auctioneer to auction the Lot on behalf of the Vendor. The Vendor acknowledges having reserved a copy of the Official 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 Conditions 4 and 5 of these Conditions of Nomination prior to receiving payment for the Vendor's Lot from the Purchaser, the Vendor assigns to the Selling Agent all the Vendor's intensit in the Lot to the Selling Agent or the Selling Agent for the Selli
- The Vendor acknowledges the existence of the Code. The Selling Agent recommends that the Vendor ocquaints himself with the Code.
- ocquanits Innsett with the Code.

 Notwithstanding any other term or condition contained in these Conditions of Nomination, the Vendor heeby irrevocably authorises and directs the Seiling Agent to pay the Seiling Agent out of the sale proceeds of the Lot, any amount that may be due and owing to the Seiling Agent plant for his Sale. For the sale of electricity, the Vendor assigns to the Seiling Agent any invecacione authority rights in larvour of the Vendor where the 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 rightcot of the Seiling Agent, from time to lime, its othorse to do in hings necessarily and execute oil documents to give effect to these Conditions of Nomination.
- of Nomination.

 Where the Vendor (in the reasonable opinion of the Selling Agent) is in any way or in any capacity (by vittue of directorship, shareholding, flustee, beneficiary or otherwise) involved with or related to a Punchoser of the Lot offered for sale by the Vendor and the Vendor owes the Selling Agent any monities with respect to that Lot or any other lot sold at the Solie or any prior sale conducted by the Selling Agent, may, in its obsolute discretion, retain all or part of the purchase price paid by the Punchoser and apply the same to the debt owed by the Vendor to the Selling Agent, as such asset the Selling Agent may, in its obsolute discretion, refuse to pay out the Vendor for the purchase price for the Lot prior for eventing payment in full for the Lot or any other lot sold at the Selling Agent may the Conducted by the Selling Agent from the Punchoser.

 The Vendor and the Dumphoser indemnify and will leave indemnified the Selling Agent and the Pomphoser.
- ANNAMENTAL UP HIS SEMILE APPLICATION OF PURPLESS.

 The Vendor and the Purchose indemnify and will keep indemnified the Selling Agent and the Promoter against any claim arising and of any leightone directions or instanctions given by the Vendor and/or or the Purchose or their agents, consultants or employees, to the Selling Agent or the Promoter or their agents, consultants or employees, on the Selling Agent or the Promoter or their agents, consultants or employees, and to the sale of the Lof where, for any reason, such telephone instructions are misinterpreted or not acted upon, for whatever reason, by the Selling Agent or the Promoter.
- on the Profitorian.

 Notwithstanding any condition contained in the conditions of sale as printed in the Sale Catalic all persons who attend the Sale do so entirely at their own risk and neither the Selling Agent the Promoter, nor their subsidiaries, officers or agents for themselves and for those whom they assume or occept only responsibility or foliability of which way occur to any person or property.

 The Mendro process and enterpretations are selling the selling of the the selli 52
- The Vendor accepts and acknowledges and agrees that where a dispute arises between the Vendor and the Purchaser in relation to the Lot, this must be resolved between them only. The Lot cannot be returned to the Selling Agent or its stables.
- returned to the Selling Agent or its stables.

 Except as disclosed in withing to the Selling Agent prior to the nomination of the Lof, the Vendor warrants find, in the observed of that and compilete disclosure to the Selling Agent, the Lof has not undergone obdominal surgery of any type (with the exception of the surgical report of a non-transqualding unbillioid hernia), and has not undergone invasive joint surgery, surgery to report of faculture, surgical intervention of the upper respiratory troot, or any other surgical procedure that any affect the substillay ror roles (faulture of the Lof. If joint or the Selling Agent procedure that the Selling Agent in writing.

 In accordance with the ARR the use of anabolic androgenic steroids in thoroughbred horses is banned. The ARR can be viewed at the RA websile www. rochigaustralia haves and are subject to change by RA without notice. The Vendor rereccolory undurises the Selling Agent and its veteriorary representatives to take a blood sample from the Lof, that is not calladgued in the Sale as breeding stock, following the select the Lof, to be analysed for the presence of anabolic androgenic steroids as per the conditions of sale as printed in the Sale Catalogue.

DISCLOSURE OF MEDICATION

IN VEX. OF MEDICATION

The Vendor shall disclose to the Selling Agent any medication or drug administered to the Lot of any time during the seven (7) days prior to the Lot performing its official breeze-up and shall further discloses any medication or drug administered to the Lot of any time during the seven (7) days prior to the sale of that Lot. The Vendor irrevocably authorises the Selling Agent, and its agents, access to the Lot for the purpose of examining the Lot and toking blood samples to contine that the disclosures of the Vendor are occurred. The Vendor irrevocably authorises the Selling Agent, in its adsolute discretion, is not satisfied with the disclosure made by the Vendor, or determines that the disclosures in anocurule, in whole or in port, the Selling Agent, without any liability to the Vendor, may withdraw the Lot from the Solie of it is also solute discretion.

PRIVACY AND CREDIT INFORMATION: THE ACT, THE NDB AND GDPR: AUTHORISATIONS AND AGREEMENTS

- The Selling Agent and the Vendor acknowledge the existence of the Act, the NDB and the GDPR to protect the privacy of parties.
- protein to the above, the Vendor irrevocably authorises the Selling Agent to obtain a report about the Vendor's consumer or credit worthiness from any credit reporting agency or commercial createropring business.
- The Selling Agent reserves the right to contact third parties and the Vendor irrevocably authorises that third parties to provide all information of the type referred to above as requested by the Selling Agen The NDB came into effect on 25 May 2018. 60
- The rubes of the NDB was to set up a scheme whereby the Selling Agent and the Promote, and their associated entities, must take certain measures where there is unauthorised access to, unauthorised disclosure of to isso of personal sensitive information of the Vendor. The Intention of the NDB is to ensure that parties holding personal data take all reasonably necessary intend security measures to ensure that the access, disclosure or loss does not result in serious harm to any of the individuals to whom the information readies.
- The purpose of the GDPR was to protect the data privacy for all EU citizens. If a party processe about individuals in the context of selling goods or services to EU citizens, the GDPR must be co

- Into Vendor.

 The Selling Agent and the Promoter will, and will produce their associated entities to do likewise, comply with the provisions of the NDB and notify as required by the NDB.

 The Vendor accepts, acknowledges and agrees that the Selling Agent and the Promoter collect information that is personal to the Vendor which must be provided to the relevant authorities, such as RA and its members, and i, in some access, legal enforcement and government bodies and agencies and third porties that might have an interest, direct or otherwise, in the Lot. The Vendor (without releasing the Selling Agent and the Promoter, and their associated entities, from their obligations under the NDB and the GPUPP) introceophy authorises the Selling Agent and the Promoter, and their associated entities, to release personal information relating to the Vendor as anticipated by these Conditions of Nomination. By attenting the Selling agent and a ventor as a selling agent and the Promoter in the Vendor exists to be ventor as a selling agent and Promoter to had and use personal sensitive information as regards the Vendor. The Vendor and Collection of Nomination, by notice in withing to the Selling Agent and of Y on the Promoter, and our virtual ventor and the Vendor as an accessible information as regards the Vendor. The Vendor is any, of any three y notice in withing to the Selling Agent and of Y on the Promoter, each of you out, withdrow consent or unsussentile. The Selling Agent and the Promoter have updated their privacy and cookies policy to be accessed the Notice and the Promoter have updated their privacy and cookies policy and the Promoter's and the Promoter three updated their privacy and cookies policy and the Promoter's and the Promoter have updated their privacy and cookies policy and the Promoter's and the Promoter

The Selling Agent and Vendor agree that these Conditions of Nomination may need to change from time to time to meet legistative requirements coming into effect following the date heared and the Vendor appoints his Selling Agent its attorney, to effect any such changies without the Vendor's further consent (provided such changes do not adversely import upon the commercial terms of these Conditions of Nomination) and the Vendor agrees to be bound by such changes.



FOR FURTHER INFORMATION OR ASSISTANCE, PLEASE CONTACT

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