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*Gold Coast*  
**SUMMER**  
**RACEHORSE SALE**  
18 JANUARY 2021

Monday 18 January 2021 | Nomination Fee: \$550 inc GST

NOMINATIONS CLOSE MONDAY 4 JANUARY 2021



# MAGIC MILLIONS 2021 GOLD COAST SUMMER RACEHORSE SALE

|                |                      |               |                      |      |                      |
|----------------|----------------------|---------------|----------------------|------|----------------------|
| Name of Entry: | <input type="text"/> | Colour:       | <input type="text"/> | Sex: | <input type="text"/> |
| Sire:          | <input type="text"/> | Foaling Date: | <input type="text"/> |      |                      |
| Dam:           | <input type="text"/> | Brands:       | NS                   | OS   |                      |
| Dam Sire:      | <input type="text"/> |               | Brand Index Number   |      |                      |
| Microchip N°:  | <input type="text"/> |               |                      |      |                      |

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

Details of Current or Past Racing Bans:

Other Disclosures: Bleeder  Roarer  Windsucker  Wobbler  Impaired Vision  Other  (provide details above)

Name of vendor to appear in catalogue:  (note: "on account of owners" will not be accepted)

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 2021 GOLD COAST SUMMER RACEHORSE SALE

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Name of vendor to appear in catalogue:  (note: "on account of owners" will not be accepted)

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.

## DECLARATION BY A NON GST REGISTERED VENDOR

- Please tick one box:
- 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:



Interest in the Lot against the Lot and the Vendor and register the same on the PPSR 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 the 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 is no Security Interest affecting the Lot. The Vendor warrants and represents that the Lot is being sold in the ordinary course of business.

## CONDITIONS AND WARRANTIES

22. Other than for any express conditions, warranties or representations included herein, or as may be implied by federal or state legislation and which may be excluded by agreement:
- 22.1 All conditions, warranties and representations in respect of a Lot or a sale are hereby excluded except that if the Vendor has otherwise disclosed to the Selling Agent or the Purchaser prior to the Sale, the Vendor will be deemed to have no knowledge that the Lot has any one of the following conditions at the time the Vendor nominates the Lot for sale on the Official Nomination Form and the time that the Lot is sold at the Sale: a Ban, Impaired Vision, undergone Invasive Surgery, Roarer, Windsucker, Wobbler, EI, (or being a weanling, yearling or two (2) year old has been treated with bisphosphonates as referred to in Conditions 55, 56 and 57 of these Conditions of Nomination) or has had any of the Treatments;
- 22.2 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 Surgery between the time of nomination of the Lot and the time the Lot is offered for sale at the Sale. If, prior to the Sale, the Vendor provides in the immediately preceding sentence is inaccurate, in whole, or, in part, the Vendor will immediately notify the Selling Agent in writing;
- 22.3 No condition, warranty or representation is given or implied or may be inferred from any affirmation made at or before the Sale or any of the circumstances of the Sale, and if 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.
24. 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 Fee paid by the Vendor or save as is expressly set out in these Conditions of Nomination.
- 25.1 The Lot nominated for the Sale cannot be withdrawn by the Vendor, after the assigning of the Lot's 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 the 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 signed by a qualified licensed veterinary surgeon, within thirty (30) days from the last day 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 signed by a qualified licensed veterinary surgeon, the Vendor shall pay to the Selling Agent 6.6% (including GST) of the median purchase price for the Sale session in which the withdrawn Lot was nominated, as liquidated damages, in addition to the Nomination Fee.
- 25.2 The Vendor acknowledges that by completion or submission of the Official 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 potential interest in purchasing Lots published in the Sale 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 the 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 the Selling Agent an amount equal to the total charges including GST set out in Conditions 8, 9 and 10 of these Conditions of Nomination.
27. The Vendor shall comply in all respects with the rules of the Complex displayed within the office block at the Complex.
28. The Lot entered by the Vendor (including its handling and stabling 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 and where there exists any conflict or inconsistency between these Conditions of Nomination and the Conditions of Sale, the Conditions of Sale will take precedence and prevail.
30. The Vendor shall promptly advise the Selling Agent of any credit arrangements made with a Purchaser of the 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 his purchase save as is expressly provided in these Conditions of Nomination.
32. Subject to the Conditions of Sale, if the Selling Agent delivers the Lot to the Purchaser of the 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 directly 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 Conditions of Sale for the purchase of the 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 the 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 amounts due and owing by the Vendor to the Selling Agent for any lot on any previous sale conducted by the Selling Agent where the Vendor has appointed the Selling Agent as its selling agent) 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 the 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 Security Interests and promises and undertakings in favour of the Selling Agent tendered in respect thereto, 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 Security Interests and promises and undertakings in favour of the Selling Agent or other right held by the Vendor in his own right.
35. Subject to these Conditions of Nomination and the Conditions of Sale, the Selling Agent guarantees to the Vendor that payment will be forwarded to the Vendor within forty two (42) days from the last day 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 purchase price for the Lot, the Vendor does not have a right of compensation under the PAMD.
37. The Vendor accepts and acknowledges that the Purchaser may appoint the Selling Agent or another third party agent to bid on the Vendor's Lot on behalf of the Purchaser. Such appointment may be made by the Purchaser executing the Selling Agent's formal written appointment of agent form, or, informally by way of email, telephone contact or text message. The Vendor does not object to the Selling Agent or another third party agent acting as the agent for the Purchaser.

38. The Vendor indemnifies and will keep indemnified the Selling Agent and the Promoter or its agent claim arising out of any directions or instructions given by the Purchaser or any agents, consultants or employees, to the Selling Agent or their agents, consultants or employees pursuant to Condition 37 of these Conditions of Nomination, on or before the sale of any Lot where, for any reason, such directions and / or instructions are misinterpreted or not acted upon by the Selling Agent.
  39. 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.
  40. 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, on the date of completion and submission by the Vendor of the Official Nomination Form) of the 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 Fee from the Selling Agent is:
  - 40.1 If the Selling Agent cancels the Sale in accordance with Condition 24 of these Conditions of Nomination, or
  - 40.2 If the Lot is rejected and withdrawn in accordance with Condition 20 of these Conditions of Nomination or is not included in the Sale Catalogue.
  41. The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions of 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.
  42. In the event that any provision is unlawful or void, the parties agree that these Conditions of Nomination 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.
  43. The Selling Agent does not assume any responsibility for exporting Lots.
  44. The Vendor accepts, agrees and acknowledges the following:
  - 44.1 That the Selling Agent accepts no liability for any GST liability arising as between the Purchaser, the Vendor and the ATO in respect of the Lot sold by way of auction or private treaty;
  - 44.2 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 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.
  - 44.3 That for the purpose of the GST Act 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 the Lot.
  45. The Vendor acknowledges that the Selling Agent acts as agent for the Partnership.
  46. The Vendor acknowledges that the Selling Agent will make available the Repository at the Complex for the purpose of the storing and examination of X-Rays, physical or digital, and other records required by the Repository Conditions or the relevant Sale Catalogue. The Vendor further acknowledges the Repository Conditions and agrees to be bound by them. The Repository Conditions will be displayed in the Repository and are available from the Selling Agent on request.
  47. The Vendor accepts and acknowledges that prior to executing the Official Nomination Form, the Selling Agent has advised the Vendor that he should seek independent legal advice before signing the Official Nomination Form.
  48. By executing the Official Nomination Form, the Vendor hereby appoints the Selling Agent to auction the Lot on behalf of the Vendor. The Vendor acknowledges having received a copy of the Official Nomination Form and in particular acknowledges his appointment of the Selling Agent as the auctioneer.
  49. 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 interest in the Lot to the Selling Agent or the Selling Agent's nominee.
  50. The Vendor acknowledges the existence of the Code. The Selling Agent recommends that the Vendor acquaints himself with the Code.
  51. Notwithstanding any condition contained in the Conditions of Sale, all persons who attend the Sale do so entirely at their own risk and neither the Selling Agent, nor the Promoter, 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.
- ## ANABOLIC ANDROGENIC STEROIDS
52. In accordance with the ARR, the use of anabolic androgenic steroids in thoroughbred horses is banned effective from 1 May 2014. The ARR can be viewed at the RA website <http://racingaustralia.horse> and are subject to change by RA without notice.
  53. The Vendor irrevocably authorises the Selling Agent and its qualified licensed veterinary surgeon to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock (excluding weanlings and foals at foot), following the sale of such Lot.
  54. The Selling Agent will, if requested by the Purchaser ticking the appropriate box on the acknowledgment of purchase, take or have its qualified licensed veterinary surgeon take a blood sample from any Lot that is not catalogued in the Sale as breeding stock (excluding weanlings and foals at foot), at the cost of the Purchaser, and the Selling Agent will forward the blood sample to an official racing laboratory (as defined in the ARR) selected by the Selling Agent. Thereafter, the Conditions of Sale will be strictly applied by the Vendor, the Purchaser and the Selling Agent.
- ## BISPHOSPHONATES
55. In accordance with welfare and integrity measures, the off-label administration of bisphosphonates to any Lot catalogued for a Sale is not permitted.
  56. The Vendor warrants that the Lot, which is a yearling, weanling or two (2) year old, has not been administered bisphosphonates. 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 and the Selling Agent shall have the right to withdraw such Lot before or during the Sale.
  57. The Vendor irrevocably authorises the Selling Agent and its qualified licensed veterinary surgeon to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock (excluding weanlings and foals at foot), following the sale of such Lot. Thereafter, the Conditions of Sale will be strictly applied by the Vendor, the Purchaser and the Selling Agent.
- ## PRIVACY AND CREDIT INFORMATION: THE ACT, THE NDB AND GDPR: AUTHORISATIONS AND AGREEMENTS
58. The Selling Agent and the Vendor acknowledge the existence of the Act, the NDB and the GDPR to protect the privacy of parties.
  59. Further 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 credit reporting business.
  60. The Selling Agent reserves the right to contact third parties and the Vendor irrevocably authorises those third parties to provide all information of the type referred to above as requested by the Selling Agent.
  61. The NDB came into effect on 22 February 2018 and the GDPR came into effect on 25 May 2018.
  62. The purpose of the NDB was to set up a scheme whereby the Selling Agent and the Promoter, and their associated entities, must take certain measures where there is unauthorised access to, unauthorised disclosure of or loss of, personal sensitive information of the Vendor. The intention of the NDB is to ensure that parties holding personal data take all reasonably necessary internal 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 relates.
  63. The purpose of the GDPR was to protect the data privacy for all EU citizens. If a party processes data about individuals in the context of selling goods or services to EU

citizens, the GDPR must be complied with.

64. The Selling Agent and the Promoter will do all things reasonably necessary to implement processes to protect unauthorised access to, unauthorised disclosure of, or loss of, personal information relating to the Vendor.
65. The Selling Agent and the Promoter will, and will procure their associated entities to do likewise, comply with the provisions of the NDB and notify as required by the NDB.
66. 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, in some cases, legal enforcement and government bodies and agencies and third parties 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 GDPR) irrevocably 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.
67. By attending the Sale and selling or purchasing a Lot pursuant to these Conditions of Nomination, the Vendor elects to "opt in", consent or subscribe to, the right of the Selling Agent and Promoter to hold and use personal sensitive information as regards the Vendor. The Vendor may, at any time, by notice in writing to the Selling Agent and / or the Promoter, elect to "opt out", withdraw consent or unsubscribe. The Selling Agent and the Promoter have updated their privacy and cookies policy because of the NDB and the GDPR. The Vendor is strongly advised to read the full privacy policy on the Selling Agent's and the Promoter's website home page.

## FURTHER LEGISLATION

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

## FURTHER ACKNOWLEDGEMENTS OF THE VENDOR AS TO THE RIGHTS AND LIABILITIES OF SELLING AGENT

69. The Selling Agent in selling any Lot of the Sale acts as agent for the Vendor whose name and address is disclosed in the Sale Catalogue in respect of each Lot. Further particulars of the Vendor of any Lot shall be furnished by the Selling Agent immediately upon request. Except as otherwise expressly provided to the contrary, the Selling Agent has no liability or rights as principal in the capacity of vendor of each Lot.
70. The description of all Lots has been provided by the Vendor and the Selling Agent shall not be liable or responsible for any error whatsoever in the description of any Lot including, without limitation, any error in relation to the eligibility of the Lot for inclusion in the ASB, or the Lot's compliance with the requirements for inclusion, or continued inclusion.
71. The Selling Agent or its servants may sign the Sale book or any memorandum of sale on behalf of either the Vendor or the Purchaser or both.
72. The Selling Agent reserves all rights to use or publish details of bidding, the identity of the Vendor and all matters related to the sale of any Lot as it thinks fit.
73. The Selling Agent gives no representations, undertakings or warranties in relation to Lots sold or nominated for and sold at the Sale, but not limited to, representations, undertakings or warranties given or provided by the Vendor or any third party.

## X-RAYS AND REPOSITORY

74. By nominating a Lot for the Sale on the Official Nomination Form, the Vendor accepts, acknowledges and agrees that the Vendor must comply with the Repository Conditions and the Conditions of Sale relating thereto.

## DISCLOSURE OF MEDICATION (APPLIES ONLY TO TWO (2) YEAR OLD IN TRAINING LOTS)

- 75.1 The Vendor shall disclose to the Selling Agent any medication or drug administered to the Lot at any time during the seven (7) days prior to the Lot performing its official breeze-up and shall further disclose any medication or drug administered to the Lot at 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 purposes of examining the Lot and taking blood samples to confirm that the disclosures of the Vendor are accurate.
- 75.2 The Vendor irrevocably authorises the Selling Agent, in its absolute discretion, to make available to prospective purchasers the disclosures made by the Vendor. If the Selling Agent, in its absolute discretion, is not satisfied with the disclosure made by the Vendor, or determines that the disclosure is inaccurate, in whole or in part, the Selling Agent, without any liability to the Vendor, may withdraw the Lot from the Sale at its absolute discretion.
- 75.3 The Purchaser may on the fall of the hammer at the Sale, request a blood sample of the Lot to be taken after the sale of the Lot and may forthwith request that this sample and/or the Selling Agent's sample be analysed and tested at the expense of the Purchaser by a qualified person or persons approved by the Selling Agent. The Vendor assigns any interest he may have in the blood samples to the Selling Agent. If the test reveals the existence of medication or drugs which have not been disclosed in writing to the Selling Agent prior to the sale which, in the opinion of the qualified person, is material and masks any significant defect in the Lot, then the Purchaser shall have the right to reject the Lot within 24 hours of being advised of such report by giving oral notice of such rejection to the Selling Agent. If the Purchaser rejects the Lot, then the sale shall be cancelled and the Purchaser will be entitled to the return of any monies paid and the Lot shall be returned to the Vendor at the Vendor's expense. Any transportation, agistment or other costs incurred by the Purchaser subsequent to purchase and prior to return of the Lot will be borne by the Purchaser.

## BREEDING AND PREGNANCY CERTIFICATE (APPLIES ONLY TO FILLY AND MARE BREEDING PROSPECT LOTS)

- 76.1 The Vendor, at its option, may provide a Breeding Certificate with respect to a Lot nominated for the Sale. The Breeding Certificate must be addressed and delivered to the Selling Agent and dated no more than fourteen (14) days prior to the Sale. The Vendor irrevocably authorises the Selling Agent and the Promoter to release a copy of the Breeding Certificate to any prospective purchaser's qualified licensed veterinary surgeon.
- 76.2 The Vendor, at its option, may provide a Pregnancy Certificate with respect to a Lot nominated for the Sale. The Pregnancy Certificate must be addressed and delivered to the Selling Agent and dated no more than fourteen (14) days prior to the Sale. The Vendor irrevocably authorises the Selling Agent and the Promoter to release a copy of the Pregnancy Certificate to any prospective purchaser's qualified licensed veterinary surgeon.
- 76.3 The Vendor accepts, acknowledges and agrees that if the Vendor does not provide a Breeding Certificate or a Pregnancy Certificate with respect to a Lot which is a mare, or a broodmare, that Lot will not be announced at the Sale as pregnant or suitable for breeding.

## INVASIVE SURGERY (INCLUDING VENDOR ON-SALE EXEMPTION)

77. 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 Surgery between the time of nomination of the Lot and the time the Lot is offered for sale at the Sale. If prior to the Sale the Vendor provides in the immediately preceding sentence is inaccurate, in whole, or, in part, the Vendor will immediately notify the Selling Agent in writing. If prior to the sale of the Lot the warranties provided above is, or are, inaccurate, in whole, or, in part, the Vendor will immediately notify the Selling Agent in writing. If any of the above warranties are veterinary and legally found to be incorrect within twelve (12) months of the sale of the Lot, and, the Purchaser notifies the Vendor and the Selling Agent in writing thereof, within the said twelve (12) month period, the Purchaser will be entitled to cancel the sale / purchase, and, reserve its rights without the Selling Agent being liable (in any way) to either the Vendor or the Purchaser, PROVIDED HOWEVER, this right to terminate will lapse and be of no force or effect or be of benefit to any person in the event that the Lot is sold within twelve (12) months of the date of the purchase of the Lot, AND PROVIDED FURTHER, this right to terminate will lapse and be of no force or effect or be of benefit to any person where invasive surgery has occurred to the Lot and this fact has not been disclosed to the Vendor prior to the Vendor purchasing the Lot.



# YOUR DEDICATED TEAM

FOR FURTHER INFORMATION OR ASSISTANCE, PLEASE CONTACT:

## GOLD COAST – HEAD OFFICE

Magic Millions Sales Pty Limited, PO Box 5246,  
Gold Coast Mail Centre, QLD 9726  
T 07 5504 1200 | F 07 5531 7082  
E [bloodstock@magicmillions.com.au](mailto:bloodstock@magicmillions.com.au)  
[www.magicmillions.com.au](http://www.magicmillions.com.au)

## BARRY BOWDITCH

MANAGING DIRECTOR  
T 07 5504 1200 | M 0402 280 538  
E [barry@magicmillions.com.au](mailto:barry@magicmillions.com.au)



## DAVID CHESTER

SALES DIRECTOR  
T 07 5504 1209 | M 0410 683 466  
E [davidc@magicmillions.com.au](mailto:davidc@magicmillions.com.au)



## CLINT DONOVAN

BLOODSTOCK MANAGER  
T 07 5504 1227 | M 0421 944 985  
E [clint@magicmillions.com.au](mailto:clint@magicmillions.com.au)



## JAMES DAWSON

BLOODSTOCK CONSULTANT  
T 07 5504 1217 | M 0401 412 838  
E [jamesd@magicmillions.com.au](mailto:jamesd@magicmillions.com.au)



## KYLIE ADAIR

BLOODSTOCK CONSULTANT  
T 07 5504 1226 | M 0416 515 247  
E [kylie@magicmillions.com.au](mailto:kylie@magicmillions.com.au)



## CHRISTOPHER FARRELL

BLOODSTOCK CONSULTANT  
T 07 5504 1232 | M 0409 613 627  
E [christopher@magicmillions.com.au](mailto:christopher@magicmillions.com.au)



## BEN CULHAM

BLOODSTOCK CONSULTANT  
T 07 5504 1200 | M 0419 646 860  
[ben@magicmillions.com.au](mailto:ben@magicmillions.com.au)



## NICKY WONG

ASIA CLIENT ADVISOR  
M +61 428 866 905  
E [nicky@magicmillions.com.au](mailto:nicky@magicmillions.com.au)



## MICHELLE PAGE

BLOODSTOCK SALES ENTRY CO-ORDINATOR  
T 07 5504 1214  
E [michellep@magicmillions.com.au](mailto:michellep@magicmillions.com.au)



## GEORGIA EVERINGHAM

BLOODSTOCK ADMINISTRATION  
T (07) 5504 1224 | M 0431 173 271  
E [georgia@magicmillions.com.au](mailto:georgia@magicmillions.com.au)



## TIM BROWN BLOODSTOCK CONSULTANT

VICTORIA & TASMANIA  
T 0401 307 918  
E [timb@magicmillions.com.au](mailto:timb@magicmillions.com.au)



## ADRIAN HANCOCK BLOODSTOCK CONSULTANT

SOUTH AUSTRALIA  
T 08 8297 8055 | M 0417 519 307  
E [adrian@magicmillions.com.au](mailto:adrian@magicmillions.com.au)



## DANE ROBINSON

NSW BLOODSTOCK CONSULTANT  
M 0488 005 572  
E [dane@magicmillions.com.au](mailto:dane@magicmillions.com.au)



## DAVID HOUSTON

WESTERN AUSTRALIAN MANAGER  
T 08 9477 2455 | M 0408 609 994  
E [davidh@magicmillions.com.au](mailto:davidh@magicmillions.com.au)



## STEVE DAVIS BLOODSTOCK CONSULTANT

NEW ZEALAND  
T 0274 727 347  
E [steved@magicmillions.com.au](mailto:steved@magicmillions.com.au)

