Gold Coast SUMMER RACEHORSE SALE 18 JANUARY 2021

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Monday 18 January 2021 | Nomination Fee: \$550 inc GST NOMINATIONS CLOSE MONDAY 4 JANUARY 2021

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MAGIC MILLIONS



MAGIC MILLIONS 2021 GOLD COAST SUMMER RACEHORSE SALE

Dam:	Name of Entry:	Colour: Sex:		
Dam Sire: Bronds: NS S Brond: Bronds: Bronds: Bronds: Bronds: Definition: In Wark Spelling Definition: In Wark Spelling Definition: Roare: Microcolip MS: Definition: In Wark Spelling Definition: Roare: Windsucker Wobbler Inpolited Vision: Other Disclosures: Definition: Roare: Windsucker Wobbler Inpolited Vision: Other Disclosures: Other Disclosures: Bleader: Roare: Other Disclosures: Other Disclosures: Other Disclosures: Suburb:	Sire:	Foaling Date:		
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MAGIC MILLIONS CONDITIONS OF NOMINATION (PHYSICAL AUCTION - ALL TYPES OF LOTS)

ONLY THESE CONDITIONS OF NOMINATION APPLY TO THE SALE WHICH IS A PHYSICAL SALE WITH A SELLING AGENT AT THE COMPLEX, NOTWITHSTANDING THE FACT THAT PROSPECTIVE PURCHASERS FOR THE LOTS MAY NOT BE IN ATTENDANCE AT THE COMPLEX AND IT IS NOT

AN ONLINE ACTION SALE. (SUBJECT TO THE TYPE OF LOT NOMINATED FOR THE SALE, SOME OF THESE CONDITIONS OF NOMINATION AND DEFINITIONS MAY NOT BE APPLICABLE FOR OBVIOUS REASONS – SEE DEFINITION OF "LOT" BELOW.)

Selling Agent's Licence No.: 2005419

The Selling Agent is licensed under the PAMD to conduct auctions of livestock; In these Conditions of Nomination:

"Act" means the Privacy Act 1988 (Cth) as amended from time to time; "Act" means the Australian Rules of Racing as adopted, administered and amended

by RA from time to time: "ASP" means the Australian Stud Book which is the official record and publication of thoroughbred bloodlines for horses in Australia;

"ATO" means the Australian Taxation Office:

"Auction Close" means the time and date at which an Online Auction Sale shall close for bidding as displayed on www.magicmillions.online;

Auction Close metabolisme inter and out a winci and international solution obset for bidding as displayed on www.magicimillions.online;
 Auction Open means the time and date upon which an Online Auction Sole will open for bidding as displayed on www.magicimillions.online;
 Bon means the barring, disallowing, placing an embargo on, forbidding, prohibiling, restricting or stopping (or attempting thereto) a Lot for barrier behaviour or misbehaviour, beeding or other injury, rogue or vieilike behaviour or any other reason imposed by a PRA or any domestic or international legally appointed and existing throroughbred horse rocing authority, other than as disclosed by the Vendro to the racing a required by these Conditions of Nomination and because thereof, the racing or breeding prospects of a Lot is adversely affected. A Ban on a Lot does not include a Ban on a fully or more that has been entered for the Sole only as a broodmare and not a racing prospect. For the purposes of these Conditions of Nomination, "Ban" will include all bans, current (or subject to a current or potential hearing enquiry), expired, overtimed, suspended or under appeal:
 Breeding Certificate means a certificate for breeding signed by a qualified licensed veterionary surgeon certifying that a palpation per rectum of the ovaries, uterus and such aplaption and examination confirm that the Lot being a filly or mare represents a normal risk for reproduction:
 Code means the Australian Thoroughbred Soles Code of Conduct as amended from

"Code" means the Australian Thoroughbred Sales Code of Conduct as amended from

"Complex" means the complex at which the Sale is to be conducted;

"Conditions of Sale" means the conditions of sale relating to the sale and purchase of a Lot nominated for the Sale, and the Sale, and binding the Selling Agent, the Promoter, the Vendor and the Purchaser, to be included in the Sale Catalogue;

"DPIF" means the national Department of Primary Industries and Fisheries; "EI" means equine influenza and any mutations, strains or variations thereof from time to time nominated by the Selling Agent or the Promoter on advice from DPIF, RA or RASB;

"EU" means European,

"GDPR" means the EU General Data Protection Regulation;

"GST" has the meaning given to it in the GST Act

For this membrane given to in the soft nucl, "SGT Act" means A lew Tax System (Goods and Services Tax) Act 1999 (Ch) as amended from time to time; "Impaired Vision" means a Lot which has impaired sight in one or both eyes, and which, is soid exclusively as a thoroughbred rocehorse or a thoroughbred rocehorse prospect but does not include, specifically, any other type of Lot including, but not limited to a horotempre. imited to, a broodmare;

Initiate to, a procedure; "Invasive Surgery" means invasive joint surgery, surgery to repair a fracture, surgical intervention of the surgical repair of a non-strangulating umbilical hermia), QR if a male, the removal of one or both testse, or any other surgical procedure that may affect the suitability for the breading or racing future, of the Lot, and, in the case of broodmares or breading prospects includes surgery to any reproduction organ or other organ, has missed tooling, been diagnosed with and / or given birth to twins or dead foals, which could diversely affect the reproductive capabilities of the Lot; "Left" mane, Charger Manne (Januer) and the surger (Januer) and the surger of the torger (Januer) and the surgery to the surgery to any terperature of the surgery of the the the reproductive capabilities of the Lot;

"Lof" means (where the context allows) any horse (including a gelding, colt, filly and mare and the expression "coll" includes rig or crypt orchid namely male animals in which one or both tests have not descended into the scrotum from the addomeny, share in a horse or horse syndicate, nomination for a stallion service, and in case of since in a horse of holes syndradie, indimination in a summiniate struct, un in case on a mare, or, a mare with foal a foot, or, a mare in foal, both the mare and the foal or other Lot nominated for sole at the Sale AND, for the sake of certainty, subject to what "type" of Lot is nominated for the Sale, some definitions or some of these Conditions of Nomination may not be applicable for obvious reasons – for example, a Breeding Certificate, or a Pregnancy Certificate, required by Condition 76 will not apply to the Conditions of Nomination where the Lot nominated for the Sale is a weanling, yearling, certificate, a base of the sale in the sale is a weanling.

a coll or gelding, etc.; "Magic Millions Export Declaration Form" means the export declaration form prescribed by and available upon request from the Selling Agent and as required by the

"NDB" means the Privacy Amendment (Notifiable Data Breaches) Act 2017,

"Nomination Fee" means the fee, if any, set out in the Official Nomination Form; "Official Nomination Form" means the standard official nomination form nominated by the Selling Agent from time to time a copy of the current form of which is either attached to these Conditions of Nomination or available within the online entries facility located on the Selling Agent's and the Promoter's website www.magiemillions.com au; "Online Auction Sale" means a sole where Lots are listed for sale, online, on www.

commencing at the Auction data of sale which can be also be sale of sale of the period commencing at the Auction Open and ending with the Auction Close and these Conditions of Nomination do not apply to an Online Auction Sale;

"PAMD" means the Property Agents and Motor Dealers Act 2000 and as amended from

"Partnership" means the Magic Millions Sales Partnership (ABN 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;

"PPSR" means the personal property securities register established pursuant to the

"PRA" means the Principal Racing Authority in each state and territory in Australia which control, regulate and supervise racing in each state and territory in Australia with approval of, but subject to, RA; "Pregnancy Certificate" means a certificate signed by a qualified licensed veterinary

Programbly Certificate means a certification signed or dynamical research velocities race series in association with which the Sale is conducted; "Purchaser" means the successful bidder for the Lot at the Sale;

"RA" means Racing Australia which is the peak national administration body for thoroughbred racing in Australia, responsible for the governance of the ARR and the RASB in an effort to ensure worldwide best practice standards of integrity and animal wellare. Each PRA is a member of RA;

"RASB" means the rules of the Australian stud book as administered by the a from time to time,

Repository means the repository established by the Selling Agent / Promoter prior to the commencement of the Sale, the conditions of entry into which, and, the use of the service of which, will be set out in the Repository Conditions displayed of the Repository and www.magicmillions.com.au at least four (4) days prior to the commencement 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 amended from time to time) as displayed at the Repository, and, a copy of the current form of which is displayed on www. magicmillions.com.au and such conditions are as set out in the Conditions of Sale; "Roarer" means a condition score contained are used on in the conditions of sale, "Roarer" means a condition known as laryngeal hemiplegia, a condition caused by damage or degeneration of the laryngeal news and the Lot is known as a "Roarer" because of the sound they make and includes "Roarers";

"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

The Magic Millions 2021 Gold Coast Summer Racehorse Sale, to be held at the Gold Coast Sales Complex, Bundall, Queensland, on the 18th day of January, 2021. "Sale Catalogue" means the catalogue to which the Sale relates, and which includes the Lot

"Security Interest" has the meaning attributed to it in the PPSA

"Selling Agent" means Magic Millions Sales Pty Ltd (ABN 54 078 396 317) having auctioneers and agents licence number 2005419 and includes its officers and agents; "Symptoms" means any symptoms associated with a Roarer, a Windsucker, a Wobbler, Impaired Vision, Invasive Surgery, botulism, El, equine morbillivirus (Hendra virus), nigah virus or any other virus, or any significant condition or symptoms indicating the need for or requiring Treatments;

"TBA" means the Thoroughbred Breeders Australia Limited (ABN 34 0034 322 28); "TBA Levy" means the amount payable to the TBA calculated in accordance wi Condition 10 of these Conditions of Nomination:

Treatments' means opplications, medications, masking acts or masking attempts designed to or resulting in non-disclosure of a fault, defect or vice, or treatments for any designed to or resulting in non-disclosure of a fault, deted or vice, or frediments for any Symptoms, that may affect the subtability for the racing or breading future of the Lot, or frediments involving the use of anabolic androgenic steroids or which is a weanling, yearling or two (2) year old that has been treated with hisphosphonates or treatments otherwise identified and prohibited by the ARR from time to lime, or any significant conditions requiring anti-microbial therapy or anti-inflammatory treatment, and, has and will comply with all directions, protocols and regulations made or declared by DPF; the ASB and all other competent authorities having lawful jurisdiction with respect to the diagnosis and treatment of Ej:

"Windsucker" means a Lot which suffers from the vice of noisilv drawing in and swallowing air through its mouth; "Wobbler" means a Lot which stands or moves unsteadily or with uncertain direction,

X-Rays' means the set of X-Rays deposited of the Repository, albeit physical or digital format, (along with any reports, certificates, notes, writings or information deposited therewith, including all historical records of operations, applications, medications or therewith, including all historical records of operations, applications, medications or treatment provided to each Lot) mode available by the Vendor with respect to a Lot for inspection by the Purchaser's qualified licensed veterinary surgeon, such X-Rays being in the minimum number and taken strictly in accordance with the specifications detailed in the Repository. Conditions and dherwise subject to the Repository Conditions displayed at the Repository, the terms of which the Purchaser will be requested to acknowledge as having been read and understood prior to the purchase of a Lot. In the interpretation of these Conditions of Nomination, any word not specifically defined will have the colloquial or usual interpretation accepted or implied by the court having jurisdiction in the interpretation of these Conditions of Nomination as set out in these Conditions of Nomination

APPOINTMENT OF PROMOTER

In the Vor PROMOTER The Vender agrees that all advertising, markeling and promotion in respect of the Sale (including the Lot in it) will be carried out by the Promoter, a company engaged in the business of promoting and markeling throughout the world, thoroughbed sales, races and related events, as well as performances, exhibitions, social events, conferences and events in the general enterhainment inclustry 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 of Nomination) hereby appoints and authorises the Selling Agent to:
- 41 at any time from the close of nominations to a date sixty (60) days after the last day of the Sale, and these Conditions of Nomination shall apply insofar as is possible, to such private sale;
- Collect the whole or any part of the purchase price including, if applicable, any GST 42 Concerning in a philo and the philo of the philos p
- 4.3 including, If applicable, any GST on the Lot, such delivery being given by the Selling Agent at the Selling Agent's absolute discretion; Determine in its absolute discretion whether the Lot is suitable for the Sale, the manner
- 4.4 in which and the time and place at which the Sale is to be conducted, and whether contacting the time and proce of which the sale is to be conducted, and whether copinion of a qualified licensed veterinary surgeon, at the Vendor's cost, should be tained in respect of the condition of the Lot;
- The optimal to a dyadian lacksad and the standard subjective in the behavior is easily, alread and obtained in respect of the condition of the Lot. Deduct and retain from the gross purchase price payable for the Lot, any commission, Normination Fee, the TBA Levy or expenses owing to the Selling Agent, including any GST payable. These amounts will include but will not be limited to those referred to in Conditions 8, 9 and 10 of these Conditions of Normination. Netwithstanding any dother term or condition contained in these Conditions of Normination. Networkstanding any inevocably authorises and directs the Selling Agent to pay to the Selling Agent out of the purchase price of any Lot, any amount that may be due and oving to the Selling Agent on the Selling Agent any inevocable authority rights in favour of the Vendor assigns to the Selling Agent any inevocable authority rights in favour of the Vendor assigns to all things necessary and execute all documents to give effect to this Condition 4.5 of these Conditions of Normination. Where the Vendor (in the reasonable, beneficiary or otherwise) involved with or related to a Purchaser jote and the vendor naponits in any capacity (by virtue of directorship, shareholding, trustee, beneficiary or otherwise) involved with or related to a Purchaser for a Lot offreed to that Lev or any other lot, the Selling Agent may monies with respect to that Lot or any other lot, the Selling Agent may, in its absolute discretion, retain all 4.5 for sale by the vertour and the vertour overs the sening Agent any momes with respect to that Lot or any other lot, the Selling Agent may, in its dissolute discretion, relatin 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 a 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.
- 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, or at any extended date by approval of the 4.6 Vendor
- 47 Detain a passed-in Lot or the Lot bought back by the Vendor until all Sale charges and if Default pusseen to of the Collodgin lock by the verticed thin at our cludges und in applicable GST are poid, the Selling Agent being entitled to claim and register a Security Interest in the Lot against the Lot and register the same on the PPSR 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 proportiet, or in the case of any dispute touching on any sole of the Lot. In every case it is agreed that the remedy of the Purchaser shall be against the Vendor
- In credy close in a gricumstances against the Selling Agent; Accept the rescission of any sale, allow any Purchaser an extension of time for poyment, or agree to any variation of the Conditions of Sale on behalf of the Vendor should the Selling Agent decide in its absolute discretion that any such action is 4.9 iustified:
- 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 for an amount equal to or less than the reserve 4.10 nrice
- The Vendor agrees that the Selling Agent reserves the right to:-
- 4.11.1 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;
- 4.11.2 Determine the order of sale of all nominations and acceptances for the Sale; 4.11.3 Assign stabiling facilities in its sole discretion and the Selling Agent shall have no

obligation to assign the same or similar stabiling facilities which may have been assigned to the Vendor at previous sales;

- 4.11.4 Set a minimum bid (upset price) for any Lot sold in this Sale, in its sole discretion; 4.11.5 Refuse to sell any Lot by auction if the Selling Agent has knowledge that the said Lot has been sold privately prior to the Sale.
- 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. The Vendor acknowledges and accepts that the Selling Agent will only be required 5.2 The Vendor acknowledges and accepts that the Selling Agent will only be required to issue one cheque for the purchase price to the Vendor of a Lot where the Vendor comprises a syndicate of members. The Vendor accepts and acknowledges that the person nominating the Lot for sale on behalf of the Vendor is the person to whom the payment of the purchase price is to be mode. In the event that there is a dispute among syndicate members as to payment or otherwise or a syndicate member requires a separate cheque, the Selling Agent has a right to hold the payment in trust pending a decision by the syndicate members in accordance with their syndicate agreement / partnership agreement as to whom the cheque in payment will be mode. The Vendor indemnifies the Selling Agent against all claims mode by syndicate members.
- Interimities the setting agent agains of inclimits mode by syndractic methods. All nominations for the Sale must be submitted on the Official Nomination Form, duly signed by the Vendor or for and on behalf of the Vendor by the Vendor's agent, or submitted in accordance with the provisions of the Selling Agent's online entrites facility. The Official Nomination Form must reach the office of the Selling Agent's online entrites facility. The Official Nomination Form must reach the office of the Selling Agent's online entries facility) by no later than the specified closing date set out in the Official Nomination Form. Subject to the Vendor, executing the Official Nomination Form, or paralian to the 6
- Nomination Form. Subject to the Vendor executing the Official Nomination Form, or agreeing to the Conditions of Nomination via the Selling Agent's online entries facility, prior to the offering for sale of the 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 at the rate of 6.6% (inclusive of GST) on the Lot sold or bought back by 8.1
- the Vendor: or Sove that in the event the Lot 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 Sale; or 8.2
- 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 GST) on the reserve price of any passed-in Lot. 8.3

FEES AND CHARGES DUE TO THE PROMOTER

- The Vendor will pay the following less and charges to the Promoter in respect of its promoting and marketing of the auction sale:-A promotional tee equivalent to an amount being 2.2% (inclusive of GST) of the purchase price of the Ld sold or bought back by the Vendor, for the Sale and; 9.1
- 92
- The Nomination Fee (including GST) as specified on the Official Nomination Form and; The Nomination Fee (including GST) will be invoiced by way of a written acceptance of 9.3 the Lot into the Sale and:
- The Nomination Fee (including GST) must be paid for in full within fourteen (14) days 9.4
- of invoicing. The Vendor will not be entitled to any refund in respect of any payment pursuant to these Conditions of Nomination for the Promoter save as is expressly provided in these Conditions of Nomination. 9.5

TBA LEVY

The Vendor hereby irrevocably authorises the Selling Agent to deduct a marketing The vehicle field of the second values and the mount of 0.35% (inclusive of 0.51) (or whatever reasonable percentage is imposed by the TBA at the time of the Sale) of the purchase price of the Lot sold or bought back by the Vehoor. 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 Vehoor pursuant to the sale of the Vehoor's Lot.

VENDOR'S OBLIGATIONS AND WARRANTIES

- The Lot accepted for the Sale shall be submitted to the representatives of the Selling Agent for inspection and each Lot must meet the requirements of the ASB at the ndor's cost and expense.
- Vericity costs and expense. The Vericity chall indemnity 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 ASB 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 ASB requirements. 12
- to ensure the Vendor's compliance with the ASB requirements. The Vendor shall supply to the Selling Agent all 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 within the sold time limit, the Vendor inrevocably authorises the Selling Agent to order a new / replacement set of documents of 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 occuracy of such information except where the Vendor notifies the Selling Agent in writing (in accordance with these Conditions of Nomination) of any inaccuracy in such information prior to the date of the Sale. 13.
- 14
- Interintation path or here due to the Source The Vender or his duty authorised representative warrants that he will disclose to the Selling Agent the true owner of the Lot norminated to any person or party for the Sale at least seven (7) days prior to the Sale. The Vendor authorises the Selling Agent to disclose the true owner of the Lot of the Selling Agent's absolute discretion. 15
- The Vendor accepts, acknowledge and agrees that the Selling Agent and the Promoter may use the face or visage of the Vendor to promote the interests of the Selling Agent and the Promoter (and their associated entities) for nil consideration.
- and the Promoter (and their associated entities) for nil consideration. 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 ageneis 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 other obligations of confidence and privacy), irrevocably authorise the Selling Agent and the Promoter and their associated entities to release personal information relating to the Vendor as anticipated by this Condition 12 at these Conditione of American
- to release personal information relating to the vendor as annaputed by this containen-17 of these Conditions of Nomination. The Vendor warrants to the Selling Agent that the person completing and submitting the Official Nomination Form is duly authorised to complete and submit the Official Nomination Form on behalf of the Vendor and, carry out all the obligations of the Vendor as set out in the Official Nomination Form and provide the Vendor warranties set out in the Official Nomination Form and provide the Vendor warranties set out in the Official Nomination Form and provide the Vendor warranties set out in the Official Intervision Form and provide the Vendor warranties the Vendor or bits child authorised representative shall be present at the Complex of 18
- Set out in the original motion form. The Vendor or his duly authorised representative shall be present at the Complex at all times during which the Sole is being conducted and shall immediately correct any incorrect statements or representations made by the Selling Agent regarding the Lot for which the Vendor or Vendor's 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 furth of any statements or representations made by the Selling Agent. The Vendor will produce for the Sale the Lot without any obvious physical defects. Should the Selling Agent and the onjoine that the Lot is not suitable for sole it thes the should the Selling Agent. 19.
- 20 Should the Selling Agent be of the opinion that the Lot is not suitable for sale, it has the right at its absolute discretion, to reject and 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.
- Uticial nomination Form, at the Vehoor's fisk and expense. Subject to Condition 15 of these Conditions of Nomination, the Vehoor 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 behalt and that the Vehoor is able to transfer good thit to the Lot free from any mortagoe, lien, charge, bill of Sale (whether registered or not) or Security Interest as defined in the PPSA, and any other adverse interest or encumbrance except where such interest has been notified in writing to the Selling Agent, The Vehor irrevocably authorises the Selling Agent to claim and register a Security 21

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 mode 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 artifrance origine of businese. ordinary course of business.

CONDITIONS AND WARRANTIES

- 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: 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, El, (or being a weaning, yearding or two (2) year old has been treated with biphosphonates as reterred to in Conditions 55, 56 and 57 of these Conditions of Nomination) or has had any of the Treatments; 22.1
- had any of the Treatments; 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 Invosive 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 warranty provided in the immediately preceding sentence is inaccurate, in whole, or, in part, the Vendor will immediately notify the Selling Agent in writing: No condition, warranty or representation is given or implied or may be inferred from any affirmation mode alor 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 it's stables. 22.2
- 22.3
- stables
- 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
- The Lot nominated for the Sale cannot be withdrawn by the Vendor, after the assigning 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 forteiture 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), and cases of alleged injury or illness if the Vendor at his expense produces a veterinary certificate signed by a qualified licensed veterinary surgeon, within thin'y (30) days from the lost 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 on broduce an acceptable veterinary certificate signed by a qualified licensed veterinary surgeon, the Vendor shall pay to the Sale 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.
- Form that the Selling Ägent 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.
- Should the Vendor sell privilely the Lot accepted for the Sale during the period from the closing date for nominations until sky (60) days after the Sale (the agency period), the Vendor should 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 and the second secon 26 of Nomination
- 27 The Vendor shall comply in all respects with the rules of the Complex displayed within the office block at the Complex.
- The Lot entered by the Vendor (including its handling and stabling by the Selling Agent) 28 shall be at the Vendor's sole risk and expense notwithstanding any negligence on the part of the Selling Agent and the Vendor indemnities the Selling Agent against all claims, actions, loss, damages, costs and expenses incurred including stabiling and feed. The Vendor agrees to be bound by the Conditions of Sale and where there exists any
- 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. 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 Sale Sare) and the Sale and Sale, the Conditions of Sale and Sale 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 nader 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.
- 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 colligation to pay the purchase price and any applicable GST except 32 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; 32.1
- The Vendor enters directly into any credit arrangement or terms with the Purchaser; The sale is terminated or unenforceable for any reason; 32.2
- 32.3 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; 32.4
- The Vendor consents to the delivery of the Lot by the Selling Agent, 32.5 The Vendor has not paid any monies due and owing by the Vendor to the Selling Agent 32.6 on any account whatever
- on any account windever. The liability of the Selling Agent pursuant to, or incidential 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 any to any lor 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 therean. 33
- appointed the Selling Agent as its selling agent) including any GSI applicable ihereon. The Vendor agrees that if the Selling Agent pays to the Vendor any aromunt in respect of the purchase price and if applicable GSI for the Lot prior to the Selling Agent receiving from the Purchaser the tult purchase price including any applicable GST of the Lot and/ or the honouring of all Security Interests and promises and underkings in forwar 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 to exercise through or on behalf of the Vendor all rights which the Vendor may have in exercise through or on behalf of the Vendor all rights which the Vendor may have in exercise through or on behalf of the Vendor all rights which the Vendor may have in exercise through or on behalf of the Vendor all rights which the Vendor may have in the selling the rand (*are* may be early believe the and promiser and underklings in the selling the selling Agent to the selling Agent the selling Agent to the selling Agent the selling Agent to the selling Agent to the selling Agent to the selling Agent the the selling Agent to the selling Agent the 34 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. 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 forly two (42) days from the last day of the Sale, all monies due and awing 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
- Ine version acknowledges that if the version suffers a loss as a result of a faulure by the Selling Agent to account to the version for any part of the purchase price for the Lot, the Vendor does not have a right of compensation under the PAMD. 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 arcina or the agent for the Purchaser. or text message. The Vendor does not object agent acting as the agent for the Purchaser.

- The Vendor indemnifies and will keep indemnified the Selling Agent and the Promoler against any claim arising out of any directions or instructions given by the Purchaser or its 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.
- 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 lo 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 40 complication that advantages 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:
- If the selling Agent cancels the Sale in accordance with Condition 24 of these Conditions of Nomination, or 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. The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions of Nomination, are severable and ridgenedent and any monies paid to other of these no neuroech to which there are catiled to this use rather to revenue to the constructions. 40.1 40.2

- Conditions of Nomination, are severable and independent and any monies poid 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 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 partion is an independent promise and is severable from the other conditions. Where such unlawful or void parties to any provision for fees or remuneration including if applicable GST then a term will be implied (so far as the law permits) that responder remuneration and expresses including it applicable GST with the paymothe for 42 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 Lots.
- 44
- 44.1
- The Vendor accepts, agrees and acknowledges the following: 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 treatly: That each Lot offered for sale will be invoiced with GST added to the purchase price in 44.2
- Indirect Lot offered tor sale will be invoiced with GS1 added to the purchase proce in the event that the Vendor is registered for GS1. In the event that the horse is purchased by a non-resident who is not registered for GS1 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. 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 are reared.
- 44.3 ATO as regards the export of the Lot. The Vendor acknowledges that the Selling Agent acts as agent for the Partnership
- The vendor acknowledges that the Selling Agent acts as agent for the Partnership. 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 cotalogue. 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. 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 siming the Official Nomination Form. 46
- 47
- Form, the Setting Agent has dovised hite vehicle that he should seek integrate in egui advice before signing the Official Nomination Form. By executing the Official Nomination Form, the Vendor hereby appoints the Setting 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 Setting Agent as the auctioneer.
- to the seeiing Agent 6 and backholes. In the outcomest, 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 Latrom 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 or the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent or the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent or the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent of the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent of the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent of the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent of the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent of the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent of the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent of the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent of the Selling Agent all the Vendor's interest in the Lot the Selling Agent of the Selling Agent all the Vendor's interest in the Lot the Selling Agent of 49 Agent's nominee.
- The Vendor acknowledges the existence of the Code. The Selling Agent recommends that the Vendor acquaints himself with the Code. 50
- Indi the vehiclor adquarities finites with the Code. Norwhitestanding 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 accur to any person or property. 51

ANABOLIC ANDROGENIC STEROIDS

- 53
- CULC ANDROGENIC STERCIDS In accordance with the ARR, the use of anabolic androgenic steroids in thoroughbred horses is borned effective from 1 May 2014. The ARR can be viewed at the RA websile http://racingoustralia.horse and are subject to change by RA without notice. 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. The Selling Agent will, if requested by the Purchaser ticking the appropriate box on the acknowledgement of purchase, take or how its qualified licensed veterinary surgeon take a blood sample from any Lot that is not catalogued in the Sale as breeding weanlings and foals at foot), at the cost of the Purchaser, and the Sale (excluding weanlings and foals at foot), at the Cost of the Purchaser, and the Sale Agent will forward the blood sample is on onflicin craing laboratory (as defined in the ARR) selected by the Selling Agent. Thereafter, the Conditions of Sole will be strictly applied by the Vendor, the Purchaser and the Selling Agent. 54

BISPHOSPHONATES

- 55
- **HOSPHONATES** In accordance with welfare and inlegrity measures, the off-label administration of bisphosphonates to any Lot catalogued for a Sale is not permitted. The Vendor warrants that the Lot, which is a yearding, wearning 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 notity the Selling Agent in writing and the Selling Agent shall have the right to withdrow such Lot below or during the Sale. 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 to breading stock (excluding weanings and folds it foo), following the sale of such Lot. Thereafter, the Conditions of Sale will be strictly applied by the Vendor, the Purchaser and the Selling Agent.
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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. 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. The Selling Agent reserves the right to contact third parties and the Vendor irrevocably authorize there third parties the regident of the total and the Vendor irrevocably authorizes there it hird parties the regident of the busines. 59.
- 60 authorises those third parties to provide all information of the type referred to above as requested by the Selling Agent.
- The NDB came into effect on 22 February 2018 and the GDPR came into effect on 25 61 May 2018
- The purpose of the NDB was to set up a scheme whereby the Selling Agent and the 62 The pulpose of the rubs was to set up to scheme where you be earling August of an ine 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 where the international taken and the access of the individuals to whom the information relates.
- The purpose of the GDPR was to protect the data privacy for all EU citizens. If a par processes data about individuals in the context of selling goods or services to E 63

citizens, the GDPR must be complied with.

- 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 Vendors, unauthorised disclosure of, or the Selling Agent and the Promoter will, and will procure their associated entities to do 64
- 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. 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 atherwise, 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 GDR) irrevocubly 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 Normination.
- Conditions of Nomination. 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. 67

FURTHER LEGISLATION

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

- The Selling Agent in selling any Lot at 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 69
- pullications of the vehicle of any bor station to trainisticat by the saming right initiation 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. The description of all Lots has been provided by the Vendor and the Selling Agent shall not be liable or responsible for any error whatsever 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 leaders.
- 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. The Selling Agent reserves all rights to use or publish details de bidding, the identity of the Vendor and all matters related to the sale of any Lot as it thinks fit. 71
- 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. 73

X-RAYS AND REPOSITORY

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)

- 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 authorizes 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 blood are available. 75.1 Vendor are accurate
- Vendor are accurate. The Vendor inveccedity 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 innocurate, in whole or in part, the Selling Agent, without any liability to the Vendor, may withdraw the Lot from the Sate at its absolute discretions. 75.2 discretion
- discretion. The Purchaser may on the fall of the hammer at the Sale, request a blood sample of the Loft 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 opproved by the Selling Agent. If the test reveals the existence of medication or drugs which have not been disclosed in writing to the Selling Agent pior 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 or being advised of such report by giving oral notice of such rejection to the Selling Agent. If the Purchaser stells the Lot, then the sale shall be cancelled and the Purchaser will be entitled to the return of any moneys paid and the Lot shall be returned to the Vendor at the Vendors expense. Any transportion, agistment or other costs incurred by the Purchaser. 75.3 to return of the Lot will be borne by the Purchase

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

- EXECUTING PROSPECT LOIS) 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) doys prior to the Sale. The Vendor inevocably authorises the Selling Agent and the Promoter to release a copy of the Breeding Certificate to any prospective purchaser's qualified licensed veterinary automates. surgeon.
- surgeon. 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 Seling Agent and dated no more than fourteen (14) days prior to the Sale. The Vendor irrevocably authorises the Seling Agent and the Promoter to release a copy of the Pregnancy Certificate to any prospective purchaser's qualified licensed veterinary automates. 762
- surgeon. The Vendor accepts, acknowledges and agrees that if the Vendor does not provide a 76.3 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)

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 The Vendor warrants that, in the absence of tuil and compiled 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 warranty provided in the 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 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 dowe warranties are veterinary and legally found to be incorrect within twelve (12) months of the sale of the Lot, and, the Purchaser molifies the Vendor and the Selling Agent in writing thereof, within the said heviev (12) month period, the Purchaser will be entited to encough be call, any the sale of agent being wards the Selling Agent height writing thereof, within the sale heviev (12) month period, the Purchaser will be entited to appress the sale of agent being the sale of the Selling Agent height writing thereof, writing the sale heviev (12) months of the sale of the Selling Agent height writing thereof. wining interest, winini the solar verve (12) incluin period, the Paticitates winible entities to concel the solar / 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 solar within twelve (12) months of the date of the purchase of the Lot, AND PROVIDED FURTHER, this right to terminate will lapse and be on there are effect to be absorbed to an uncome New John with the terminate will lapse and be on the one period to be absorbed to a purchase. force or effect or be a 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 www.magicmillions.com.au

DAVID CHESTER SALES DIRECTOR T 07 5504 1209 | M 0410 683 466 E davidc@magicmillions.com.au

JAMES DAWSON BLOODSTOCK CONSULTANT T 07 5504 1217 | M 0401 412 838 E jamesd@magicmillions.com.au

CHRISTOPHER FARRELL BLOODSTOCK CONSULTANT T 07 5504 1232 | M 0409 613 627 E christopher@magicmillions.com.au

NICKY WONG ASIA CLIENT ADVISOR M +61 428 866 905 E nicky@magicmillions.com.au

GEORGIA EVERINGHAM BLOODSTOCK ADMINISTRATION T (07) 5504 1224 | M 0431 173 271 E georgia@magicmillions.com.au

ADRIAN HANCOCK BLOODSTOCK CONSULTANT SOUTH AUSTRALIA T 08 8297 8055 | M 0417 519 307 E adrian@magicmillions.com.au

DAVID HOUSTON WESTERN AUSTRALIAN MANAGER T 08 9477 2455 | M 0408 609 994 E davidh@magicmillions.com.au



BARRY BOWDITCH MANAGING DIRECTOR T 07 5504 1200 | M 0402 280 538 E barry@magicmillions.com.au

CLINT DONOVAN BLOODSTOCK MANAGER T 07 5504 1227 | M 0421 944 985 E clint@magicmillions.com.au

KYLIE ADAIR BLOODSTOCK CONSULTANT T 07 5504 1226 | M 0416 515 247 E kylie@magicmillions.com.au

BEN CULHAM BLOODSTOCK CONSULTANT T 07 5504 1200 | M 0419 646 860 ben@magicmillions.com.au

MICHELLE PAGE BLOODSTOCK SALES ENTRY CO-ORDINATOR T 07 5504 1214 E michellep@magicmillions.com.au

TIM BROWN BLOODSTOCK CONSULTANT VICTORIA & TASMANIA T 0401 307 918 <u>E timb@m</u>agicmillions.com.au

DANE ROBINSON NSW BLOODSTOCK CONSULTANT M 0488 005 572 E dane@magicmillions.com.au

STEVE DAVIS BLOODSTOCK CONSULTANT NEW ZEALAND T 0274 727 347 E steved@magicmillions.com.au























