



# MAGIC MILLIONS NATIONAL SALE SERIES

NOMINATIONS CLOSE: FRIDAY 11 MARCH 2016

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## FRONT COVER FEATURES

### **ZOUSTAR** (Northern Meteor-Zouzou)

ATC Golden Rose Stakes Gr1

VRC Coolmore Stud Stakes Gr1

Sold: \$85,000 National Weanling Sale

Earnings: \$1,411,680

### **SWEET IDEA** (Snitzel-Flidais)

ATC Galaxy Handicap Gr1

Sold: \$1,600,000 National Broodmare Sale

### **TARZINO** (Tavistock-Zarzino)

Victoria Derby Gr1

Sold: \$60,000 National Yearling Sale

Earnings: \$1,006,050



## MIRACLES OF LIFE – RACEFILLY

### (Not A Single Doubt- Dazzling Gazelle)

Sold: \$900,000 2014 National Broodmare Sale

Vendor: Teeley Reduction

Buyer: Stonestreet Thoroughbreds

Already a winner of MRC Blue Diamond Stakes Gr1, then went on to win the ATC Challenge Stakes Gr2 & SAJC William Hill Classic Gr1 for new ownership.





# MAGIC MILLIONS NATIONAL SALES 2016

**NOMINATIONS CLOSE FRIDAY 11 MARCH 2016**

## GOLD COAST NATIONAL WEANLING SALE

BOOK 1

**Sunday 29 – Monday 30 May**

Nomination Fee: \$1,100

BOOK 2

**Tuesday 31 May**

Nomination Fee: \$550

## GOLD COAST NATIONAL BROODMARE SALE

BOOK 1

**Wednesday 1 June – Friday 3 June**

Nomination Fee: \$1,650

BOOK 2

**Sunday 5 June**

Nomination Fee: \$550

## GOLD COAST NATIONAL YEARLING SALE

BOOK 1

(subject to selection)

**Tuesday 7 June**

Nomination Fee: \$1,375

BOOK 2

**Wednesday 8 June – Thursday 9 June**

Nomination Fee: \$550

## GOLD COAST NATIONAL RACEHORSE SALE

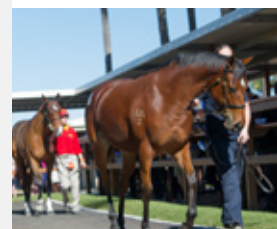
**Friday 10 June**

Nomination Fee: \$550

All nomination fees inclusive of GST

Please DO NOT send payment with Nomination Forms. Entry Fees will be invoiced prior to the Sale.

(Dates correct at time of print, subject to change)



# MESSAGE FROM VIN COX

MANAGING DIRECTOR MAGIC MILLIONS

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## WE INVITE YOU TO PARTICIPATE IN OUR 2016 MAGIC MILLIONS NATIONAL SALE SERIES

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Let's start with some real facts.

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

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

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

Consider this list – China, Hong Kong, Ireland, Japan, Libya, Macau, Malaysia, New Zealand, Philippines, Singapore, South Africa, South Korea, United Kingdom and the USA. Buyers from a staggering 14 countries were represented with purchases across all sessions at the Magic Millions National Sale last year.

Combined with domestic buyers from seven states or territories of Australia, there were 644 individual buyers who contributed to gross sales of more than \$92.9 million at the National Sale in 2015.

That's real depth to the buying bench we have been proven to assemble year after year to purchase your stock.

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

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

To be entrusted with selling your horses at any stage of their breeding or racing life is a real privilege. On behalf of the team at Magic Millions we provide you with our commitment to the continued growth of the National Sale, via our unmatched bloodstock, marketing and promotion expertise, and buyer recruitment strategies, to achieve the best possible sale result on your behalf.

The 2016 edition of the Magic Millions National Sale is the established vehicle in the Southern Hemisphere to make real returns from your bloodstock portfolio a reality.



VIN COX,  
MANAGING DIRECTOR





# REAL FUTURES

REAL POSSIBILITIES

**ZOUSTAR** (Northern Meteor-Zouzou)

ATC Golden Rose Stakes Gr1, VRC Coolmore Stud Stakes Gr1

Sold: \$85,000 National Weanling Sale

Vendor: Racetree Buyer: KP Thoroughbreds



## MAGIC MILLIONS GOLD COAST NATIONAL WEANLING SALE

**29-31 MAY 2016** – NOMINATIONS CLOSE FRIDAY 11 MARCH 2016



"There is a growing strength developing in the market and I believe we are seeing the beginning of a strong upward cycle."

Michael Wallace, Michael Wallace Bloodstock



# 3.5% COMMISSION RATE

ACROSS ALL VALUES - NO CONFUSION, NO PASSED IN COMMISSION!

"The (Magic Millions Gold Coast National) weanling sales were quite incredible. It's become more of a primary rather than secondary market. People are buying horses to race and paying very close to yearling money for them."

Paul Guy, Heritage Bloodstock.



"I didn't expect \$500,000 for the Medaglia D'Oro colt. I know it sounds absurd but he must have had 200 inspections, 14 repository hits, multiple bidders and clearly two people who fell in love with him and just kept going, so I'm delighted with the result. He far exceeded expectations."

Bob Scarborough, Wood Nook Farm



2014-15 WEANLING SALE MARKET COMPARISON						
	2015			2014		
Price Bracket	Magic Millions	MM Market Share	Nearest Competitor Sale	Magic Millions	MM Market Share	Nearest Competitor Sale
\$300,000+	4	100%	0	5	83%	1
\$200,000 - \$299,999	14	82%	3	7	88%	1
\$100,000 - \$199,999	36	78%	10	22	79%	6
\$50,000 - \$99,999	65	71%	27	81	80%	20

2014-15 WEANLING SALE REGIONAL SPEND COMPARISON								
	2015				2014			
Region	Magic Millions Spend	Magic Millions Lots	Nearest Competitor Sale Spend	Nearest Competitor Sale Lots	Magic Millions Spend	Magic Millions Lots	Nearest Competitor Sale Spend	Nearest Competitor Sale Lots
Europe	\$633,000	9	\$0	0	\$405,000	5	\$0	0
New Zealand	\$2,208,000	25	\$765,000	15	\$3,239,000	48	\$915,750	16
South Africa	\$662,500	20	\$56,000	3	\$843,000	26	\$0	0
USA	\$400,000	2	\$230,000	1	\$0	0	\$0	0
<b>International Total</b>	<b>\$3,907,500</b>	<b>57</b>	<b>\$1,051,000</b>	<b>19</b>	<b>\$4,489,500</b>	<b>80</b>	<b>\$969,750</b>	<b>18</b>
<b>Domestic Total</b>	<b>\$11,403,000</b>	<b>243</b>	<b>\$4,872,450</b>	<b>177</b>	<b>\$11,083,500</b>	<b>323</b>	<b>\$3,301,850</b>	<b>139</b>

## 22 INDIVIDUAL VENDORS ACHIEVED 100% CLEARANCE INCLUDING:

Wood Nook Farm, Baramul Stud, Yarraman Park Stud, The Old Crossing, Willow Park Stud, Lauriston Thoroughbred Farm, Edinglassie Stud, Gooree Park Stud, Vieira Group Pty Ltd, Woodside Park Stud, Mane Lodge, Strawberry Hill Stud, Oxley Island Thoroughbreds, Southern Cross Breeders (Ashleigh, Byerley), Alliance Thoroughbreds, Clearwater Farm, Highgrove Stud, Dengari Lodge, L Crosby, Lincoln Farm & Tanglewood Farm.

# MAGIC MILLIONS 2016 GOLD COAST NATIONAL WEANLING SALE

Sire:	<input type="text"/>	Colour:	<input type="text"/>	Sex:	<input type="text"/>
Dam:	<input type="text"/>	Foaling Date:	<input type="text"/> / <input type="text"/> / 2015		
Dam Sire:	<input type="text"/>	Brands:	NS <input type="text"/> OS <input type="text"/>		
Microchip:	<input type="text"/>	Brand Index Number: <input type="text"/>			

Session: Book 1 ☐ Book 2 ☐ Is this Weanling a foal share: Yes ☐ No ☐

Location for Inspection:

State:  Postcode:  Email:

Contact Name:  Phone:

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

Name of vendor to appear in catalogue:

Address:

Suburb:  State:  Postcode:

Phone:  Fax:

Mobile:  Email:

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

Payable to:

Address:

Suburb:  State:  Postcode:

Phone:  Fax:

Mobile:  Email:

Australian Business Number (ABN):

If no ABN, Please complete the Declaration by a non GST registered Vendor, below

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 read and agree 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 2016 GOLD COAST NATIONAL WEANLING SALE


Sire:	<input type="text"/>	Colour:	<input type="text"/>	Sex:	<input type="text"/>
Dam:	<input type="text"/>	Foaling Date:	<input type="text"/> / <input type="text"/> / 2015		
Dam Sire:	<input type="text"/>	Brands:	NS <input type="text"/> OS <input type="text"/>		
Microchip:	<input type="text"/>	Brand Index Number: <input type="text"/>			

Session: Book 1 ☐ Book 2 ☐ Is this Weanling a foal share: Yes ☐ No ☐

Location for Inspection:

State:  Postcode:  Email:

Contact Name:  Phone:

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

Name of vendor to appear in catalogue:

Address:

Suburb:  State:  Postcode:

Phone:  Fax:

Mobile:  Email:

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

Payable to:

Address:

Suburb:  State:  Postcode:

Phone:  Fax:

Mobile:  Email:

Australian Business Number (ABN):

If no ABN, Please complete the Declaration by a non GST registered Vendor, below

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 read and agree to be bound by the CONDITIONS OF NOMINATION. Please DO NOT send payment with this Nomination Form. NO ENTRY WILL BE ACCEPTED IF NOT SIGNED AND ALL GST DETAILS COMPLETED.

NAME:  SIGNATURE:  DATE:  /  /

## OFFICE USE ONLY

A/C CODE:  ENTRY ID:  GST STATUS:

## CONDITIONS OF NOMINATION - MAGIC MILLIONS 2016 GOLD COAST NATIONAL WEANLING SALE

### Auctioneer's Licence No.: 2005419

1. "The Sale" refers to any one or more of the following Sales for which a Lot is nominated, accepted and subject to the Vendor's rights of withdrawal, offered for sale by way of auction conducted by principal Selling Agent, Magic Millions Sales Pty Limited (A.B.N 54 078 396 317) ("the Selling Agent");
- 1.1 the Magic Millions 2016 Gold Coast National Weanling Sale will be held at the Gold Coast Sales Complex, Bundall, Queensland from the 29th to the 31st days of May, 2016;
2. The Selling Agent is licensed under the Property Agents and Motor Dealers Act 2000 ("PAMD") to conduct auctions of livestock;
3. The Vendor wishes to have a Lot in the Sale. (A reference to "Lot" includes "Lots").

### APPOINTMENT OF PROMOTER

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

### VENDOR'S APPOINTMENT OF THE SELLING AGENT

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

### COMMISSIONS DUE TO THE SELLING AGENT

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

### FEES AND CHARGES DUE TO THE PROMOTER

10. The Vendor will pay the following fees and charges to the Promoter in respect of its promoting and marketing of the auction sale:-
  - 10.1 the Nomination Fee (including GST) as specified on the Official Nomination Form.
- The Vendor will not be entitled to any refund in respect of any payment pursuant to these conditions from the Selling Agent, save as is expressly provided by these Conditions of Nomination.

### THOROUGHBRED BREEDERS AUSTRALIA LIMITED (TBA) LEVY

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

### VENDOR'S OBLIGATIONS AND WARRANTIES

12. Any Lot accepted for the Sale shall be submitted to the representatives of the Selling Agent for inspection and all Lots must meet the requirements of the Australian Stud Book at the Vendor's cost and expense.
13. The Vendor shall indemnify and hereby indemnifies the Selling Agent against any claim by a Purchaser or any other person arising out of the Vendor's failure to comply with the Australian Stud Book requirements (including any payment of fees and GST if applicable). The Vendor acknowledges that the Selling Agent is entitled to a reasonable fee for any work done to ensure the Vendor's compliance with the Australian Stud Book requirements.
14. The Vendor shall supply to the Selling Agent all documents required for the transfer of ownership of any Lot sold within seven (7) days of the conclusion of the Sale. Should the Vendor not deliver such documents to the Selling Agent within the said time limit, the Vendor irrevocably authorises the Selling Agent to order a new / replacement set of documents at the Vendor's cost and expense.
15. The Vendor shall be responsible for verifying the accuracy of all information published in the Sale Catalogue and warrants to the Selling Agent and any Purchaser the accuracy of such information except where the Vendor notifies the Selling Agent in writing of any inaccuracy in such information prior to the date of the Sale.
16. The Vendor or his duly authorised representative shall be present at the Sale venue at all times during which the Sale is being conducted and shall immediately correct any incorrect statements or representations made by the Selling Agent regarding any Lot for which the Vendor or his agent is responsible, failing which correction the Vendor shall be deemed to authorise the statement and warrant to the Selling Agent and any Purchaser the truth of any statements or representations made by the Selling Agent.
17. The Vendor will produce for the Sale a Lot without any obvious physical defects. Should the Selling Agent be of the opinion that a Lot is not suitable for sale, it has the right at its absolute discretion, to withdraw the Lot from the Sale, remove it from the grounds, and consign it to the address of the Vendor as it appears of the Official Nomination Form, at the Vendor's risk and expense.
18. The Vendor warrants to the Selling Agent that he is the true owner of the Lot nominated for the Sale or is duly authorised to sell the Lot on the owner's behalf and that it is able to transfer good title to the Lot free from any mortgage, lien, charge, bill of sale (whether registered or not) or security interest as defined in the Personal Property Securities Act 2009 ("PPSA"), and any other adverse interest except where such interest has been notified in writing to the Selling Agent prior to the Sale and such interest has been acknowledged by the Selling Agent. The Vendor irrevocably authorises the Selling Agent to register its interest in each Lot against such Lot and the Vendor to secure payments owing to the Selling Agent by the Vendor or payments made by the Selling Agent to the Vendor on account of the purchase price where the Purchaser of a Lot has not paid all or part of the purchase price. If the owner of the Lot is a company, the Vendor warrants and represents to the Selling Agent that there are no fixed charges affecting the Lot, that there are no floating charges affecting the Lot or such charges are not in default, and that the Vendor and no officer thereof is aware of any circumstances by which any floating charge in relation to the Vendor may have crystallised. The Vendor warrants and represents that the Lot is being sold in the ordinary course of business.
19. Except as disclosed in writing to the Selling Agent prior to the Sale, the Lot nominated for the Sale shall be free of any symptoms associated with winking, wobbling, roaring, impaired vision, botulism, equine morbillivirus (Hendra virus), nipah virus or any other virus.
20. Except as disclosed in writing to the Selling Agent prior to the Sale, the Vendor warrants that all male animals have not had one or both testes removed, save in so far as such circumstance has been disclosed to the Selling Agent prior to the Sale of such animal.
21. In the event that the Selling Agent cancels the Sale the Vendor has no claim against the Selling Agent for damages or costs or expenses other than the repayment of the Nomination Fees paid by the Vendor or save as is expressly provided for by these conditions.
22. Any Lot nominated for the Sale cannot be withdrawn by the Vendor, after the assigning of the horse's lot number for the Sale Catalogue, without the forfeiture of the Nomination Fee, except in the event of injury, death or illness of the Lot. Apart from death of a Lot (in which case the Nomination Fee shall be refunded in full), in all cases of alleged injury or illness if the Vendor at his expense produces a Veterinary Certificate, within fourteen (14) days from the completion of the Sale, confirming the existence of the injury or illness alleged, two thirds of the Nomination Fee shall be refunded. Should the Vendor not produce an acceptable Veterinary Certificate, the Vendor shall pay to the Selling Agent 6.6% (inc. GST) of the median sale price for the Selling Session in which the withdrawn Lot was listed, as liquidated damages, in addition to the Nomination Fee.
- The Vendor acknowledges that by execution of this Nomination Form that the Selling Agent distributes its Sale Catalogue on a worldwide basis to thousands of potential Purchasers who make arrangements to be present at the Sale because of Lots listed in the Sales Catalogue and acknowledges the credibility of the Sale is diminished if catalogued Lots are withdrawn without good and valid excuse.
23. Should the Vendor sell privately any Lot accepted for the Sale during the period from the Closing Date for Nominations until sixty (60) days after the Sale (the Agency Period), the Vendor shall promptly pay to the Promoter and Selling Agent an amount equal to the total charges including GST set out in Clauses 9, 10 and 11 of these Conditions.
24. The Vendor shall comply in all respects with the rules of the Sales Complex displayed within the office block at the Sales Complex.
25. In respect of any description used in, or in connection with the Sale the parties hereto agree that the expression "colt" includes rig or crypt orchid, namely male animals in which one or both testes have not descended into the scrotum from

the abdomen.

26. Any Lot entered by the Vendor (including its storage by the Selling Agent) shall be at the Vendor's sole risk and expense notwithstanding any negligence on the part of the Selling Agent and the Vendor indemnifies the Selling Agent against all claims, actions, loss, damages, costs and expenses incurred including stabling and feed.
27. The Vendor agrees to be bound by the Conditions of Sale as printed in the Sale Catalogue, including any variations made thereto at the absolute discretion of the Selling Agent.
28. The Vendor shall promptly advise the Selling Agent of any credit arrangements made with a Purchaser of a Lot (which shall be at the Selling Agent's discretion) and shall sign an acknowledgment of such arrangements as directed by the Selling Agent.
29. The Vendor acknowledges that the Selling Agent acts merely as agent for the Vendor and gives no warranty that any Purchaser will complete a purchase in accordance with the Conditions of Sale, nor is the Selling Agent under any liability in respect of the Sale should the Purchaser fail to complete their purchase save as is expressly provided to these conditions.
30. Subject to the Conditions of Sale printed in the Sale Catalogue, if the Selling Agent delivers any Lot to the Purchaser of that Lot prior to the Selling Agent having received payment by cash or otherwise for the Lot, the Selling Agent will use its best endeavours to secure the performance by the Purchaser of its obligation to pay the purchase price and any applicable GST except where:
- 30.1 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;
- 30.2 the Vendor enters into any credit arrangement or terms with the Purchaser;
- 30.3 the Sale is terminated or unenforceable for any reason;
- 30.4 the Vendor agrees to any variation of the normal terms of the contract for the purchase of his Lot (including without limitation terms as to the time for payment) without the prior written consent of the Selling Agent;
- 30.5 the Vendor consents to the delivery of the Lot by the Selling Agent;
- 30.6 the Vendor has not paid any monies due and owing by the Vendor to the Selling Agent on any account whatever.
31. The liability of the Selling Agent pursuant to, or incidental to, its appointment in respect of any Lot shall be limited to the purchase price accepted by the Selling Agent as the price payable less any monies owing to the Selling Agent by the Vendor on any account, including any GST applicable thereon.
32. The Vendor agrees that if the Selling Agent pays to the Vendor any amount in respect of the purchase price and if applicable GST for any Lot prior to the Selling Agent receiving from the Purchaser the full purchase price including any applicable GST of the Lot and/or the honouring of all the bills of exchange tendered in respect 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 bill of exchange or other right held by the Vendor in its own right.
33. The Selling Agent guarantees to the Vendor that payment will be forwarded to the Vendor within forty two (42) days from the end of the Magic Millions 2016 Gold Coast National Sale Series, all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot but subject to the Selling Agent's right to withhold payment of all or part of the proceeds of such sale where the Selling Agent concludes that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot.
34. The Vendor acknowledges that if the Vendor suffers a loss as a result of a failure by the Selling Agent to account to the Vendor for all or any part of the sale proceeds of the Vendor's Lot, the Vendor does not have a right of compensation from the Claim Fund under the PAMD.
35. The Vendor agrees that the Selling Agent may assign the benefit of all nominations to the Sale to such third person, as the Selling Agent may determine and the Vendor agrees to be bound by the terms of such assignment.
36. 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.
37. The Vendor agrees that the Nomination Fee remains a debt due and payable by the Vendor to the Selling Agent from the date of nomination (that is to say, at the date when the Lot is nominated) of any Lot notwithstanding the withdrawal of the Lot from the Sale and the Vendor acknowledges and agrees that the only basis upon which he may claim a repayment of the Nomination Fees from the Selling Agent is:
- 37.1 if the Selling Agent cancels the Sale in accordance with Clause 21 of these Conditions, or
- 37.2 if the Lot is rejected in accordance with Clause 17 of these Conditions, or is not included in the Sale Catalogue.
38. The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions, are severable and independent and any monies paid to either of them are payments to which they are entitled in their own right pursuant to these Conditions.
39. In the event that any provision is unlawful or void, the parties agree that these conditions shall be construed so far as is possible so that the unlawful or void portion is an independent promise and is severable from the other conditions. Where such unlawful or void portion relates to any provision for fees or remuneration including if applicable GST then a term will be implied (so far as the law permits) that reasonable remuneration and expenses including if applicable GST will be payable for any services rendered by or on behalf of the Selling Agent to the Vendor.
40. The Selling Agent does not assume any responsibility for exporting horses.
41. The Vendor accepts, confirms and acknowledges the following:
- 41.1 the Selling Agent accepts no liability for any GST liability arising as between the Purchaser, the Vendor and the ATO in respect of any Lot sold by way of auction or private treaty;
- 41.2 that each Lot offered for sale will be invoiced with GST added to the sale price in the event that the Vendor is registered for GST; In the event that the horse is purchased by a non-resident who is not registered for GST and that purchaser executes the required Magic Millions Export Declaration Form, the vendor acknowledges that subject to the export provisions as approved by the ATO this horse may be sold on a zero-rated basis at which time no GST will be charged on the invoice.
- 41.3 for the purpose of the GST Law the Vendor, not the Selling Agent, is the "supplier" and is responsible for determining whether the Purchaser is registered or required to be registered for GST purposes and that the Purchaser satisfies the requirements of the ATO as regards the export of a Lot.
42. The Vendor acknowledges that the Selling Agent acts as agent for the Magic Millions Sales Partnership (ABN 99 519 379 694).
43. The Vendor acknowledges that the Selling Agent will make available a Repository at the complex for the purpose of the storing and examination of x-rays, physical or digital, and other records required by the Terms and Conditions of the Repository or the relevant Sale Catalogue. The Vendor further acknowledges the Terms and Conditions of the Repository and agrees to be bound by these Terms and Conditions. The relevant Terms and Conditions will be displayed in the Repository and are available from the Selling Agent on request.
44. The Vendor accepts and acknowledges that prior to executing this Nomination Form, the Selling Agent has advised the Vendor that he should seek independent legal advice before signing this Nomination Form.
45. By executing this Nomination Form, the Vendor hereby appoints the Selling Agent's auctioneer to auction the Lot on behalf of the Vendor. The Vendor acknowledges having received a copy of this Nomination Form and in particular acknowledges his appointment of the auctioneer.
46. In the event that the Selling Agent, for whatever reason, pays to the Vendor, the amount due to the Vendor pursuant to Clauses 5 and 6 of the Conditions of this Nomination Form prior to receiving payment for the Vendor's Lot from the Purchaser, the Vendor assigns to the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent's nominee.
47. The Vendor acknowledges the existence of the Australian Thoroughbred Sales Code ("the Code"). The Selling Agent recommends that the Vendor acquaint themselves with the Code.
48. Notwithstanding any other term or condition contained in these Conditions of Sale, the Vendor hereby irrevocably authorises and directs the Selling Agent to pay the Selling Agent out of the sale proceeds of any Lot, any amount that may be due and owing to the Selling Agent prior to this Sale. For the sake of certainty, the Vendor assigns to the Selling Agent any irrevocable authority rights in favour of the Vendor where a Lot owned by the Vendor has been submitted for sale at this Sale by a party other than the Vendor. The Vendor appoints the Managing Director of the Selling Agent, from time to time, its attorney to do all things necessary and execute all documents to give effect to these Conditions of Sale.
49. Where the Vendor (in the reasonable opinion of the Selling Agent) is in any way or in any capacity (by virtue of directorship, shareholding, trustee, beneficiary or otherwise) involved with or related to a Purchaser of a Lot offered for sale by the Vendor and the Vendor owes the Selling Agent any monies with respect to that Lot or any other lot, the Selling Agent may, in its absolute discretion, retain all or part of the purchase price paid by the Purchaser and apply the same to the debt owed by the Vendor to the Selling Agent. In such case the Selling Agent may, in its absolute discretion, refuse to pay out the Vendor for the purchase price for the Lot prior to receiving payment in full for the Lot from the Purchaser.
50. The Vendor and the Purchaser indemnify and will keep indemnified the Selling Agent and the Promoter against any claim arising out of any telephone directions or instructions given by the Vendor and/or the Purchaser or their agents, consultants or employees, to the Selling Agent or the Promoter or their agents, consultants or employees, on or before the sale of any Lot where, for any reason, such telephone instructions are misinterpreted or not acted upon, for whatever reason, by the Selling Agent or the Promoter.
51. Notwithstanding Condition 26, all persons who attend the Sale do so entirely at their own risk and neither Magic Millions Sales Pty Limited (ABN 54 078 396 317) nor Magic Millions Promotions Pty Limited (ABN 41 088 197 200) nor their subsidiaries, officers or agents for themselves and for those whom they act, assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur to any person or property.
52. The Vendor accepts and acknowledges and agrees that where a dispute arises between the Vendor and the Purchaser in relation to a Lot, this must be resolved between them only. The Lot cannot be returned to the Selling Agent or its stables.
53. Except as disclosed in writing to the Selling Agent prior to the nomination of the Lot, the Vendor warrants that, in the absence of full and complete disclosure to the selling agent, the Lot has not undergone abdominal surgery of any type (with the exception of the surgical repair of a non-strangling umbilical hernia), and has not undergone invasive joint surgery, surgery to repair a fracture, or surgical intervention of the upper respiratory tract. If prior to the Sale the warranty provided in the immediately preceding sentence is inaccurate in whole or in part the Vendor will immediately notify the Selling Agent in writing.
54. The Australian Racing Board has introduced new Rules completely banning the use of anabolic androgenic steroids in thoroughbred horses effective from 1 May 2014. The Australian Rules of Racing can be viewed at the Racing Australia website <http://racingaustralia.horse/> and are subject to change by Racing Australia without notice. The Vendor irrevocably authorises the Selling Agent and its veterinary representatives to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock (excluding weanlings and foals at foot), following the sale of such Lot, to be analysed for the presence of anabolic androgenic steroids as per Condition 38 in the Conditions of Sale.
55. X-Rays are compulsory for all Weanlings being offered in Book 1. Should X-Rays not be provided for a Book 1 Weanling, that Lot will be offered at the conclusion of the Book 2 Weanlings.





# BREEDING

REAL JEWELS,  
REAL RACEFILLIES

**SWEET IDEA** (Snitzel-Flidais)

ATC Galaxy Handicap Gr1

Sold: \$1,600,000 National Broodmare Sale

Vendor: Widden Stud

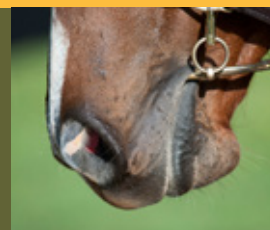
Buyer: Nick Vass Bloodstock

## MAGIC MILLIONS GOLD COAST NATIONAL BROODMARE SALE

1-5 JUNE 2016 – NOMINATIONS CLOSE FRIDAY 11 MARCH 2016

We came today prepared to try and go home with some blue chip investments and that's what this sale offers you."

Anthony Mithen, Rosemont Bloodstock





# MAKE MORE THAN DOUBLE AT MAGIC MILLIONS

AVERAGE AT 2015 MAGIC MILLIONS NATIONAL BROODMARE SALE (Book 1) - \$117,017

AVERAGE AT 2015 NEAREST COMPETITOR BROODMARE SALE (Select) - \$45,575

"It's a great result – we put a \$400,000 reserve on her and were pleasantly surprised when she made above expectations."

Craig Anderson, Amarina Farm on selling Morrego



37 COVERING SIRES  
HAD A CLEARANCE OF  
100%

6 INDIVIDUAL  
SIRES SOLD  
A FILLY/MARE FOR  
\$1,000,000  
OR MORE

NEARLY  
40  
INDIVIDUAL  
COVERING  
SIRES  
SOLD TOP LOT  
FOR  
\$100,000  
OR MORE

BROODMARE SALE MARKET COMPARISON									
	2015			2014			2013		
Price Bracket	Magic Millions	MM Market Share	Nearest Competitor Sale	Magic Millions	MM Market Share	Nearest Competitor Sale	Magic Millions	MM Market Share	Nearest Competitor Sale
\$1,000,000+	6	100%	0	10	100%	0	2	100%	0
\$800,000 - \$1,000,000	7	100%	0	3	75%	1	1	100%	0
\$600,000 - \$799,999	6	86%	1	11	85%	2	3	75%	1
\$400,000 - \$599,999	15	79%	4	16	89%	2	7	64%	4
\$300,000 - \$399,999	21	84%	4	24	71%	10	8	73%	3
\$200,000 - \$299,999	42	79%	11	35	74%	12	15	71%	6
\$100,000 - \$199,999	76	69%	34	90	75%	30	42	61%	27
\$60,000 - \$99,999	65	72%	25	73	66%	38	40	65%	22

## THE NUMBER ONE BREEDING STOCK AUCTION IN THE SOUTHERN HEMISPHERE

2015 BROODMARE SALE REGIONAL SPEND COMPARISON

Region	Magic Millions Spend	Magic Millions Lots	Nearest Competitor Sale Spend	Nearest Competitor Sale Lots
Asia	\$3,925,500	13	\$1,202,000	5
Europe	\$1,721,000	4	\$0	0
New Zealand	\$3,423,500	32	\$1,535,000	29
South Africa	\$1,036,500	8	\$0	0
United Arab Emirates	\$990,000	2	\$0	0
USA	\$693,000	6	\$62,000	1
<b>International Total</b>	<b>\$11,471,000</b>	<b>65</b>	<b>\$2,799,000</b>	<b>35</b>
<b>Domestic Total</b>	<b>\$51,698,650</b>	<b>575</b>	<b>\$15,319,175</b>	<b>399</b>

2014 BROODMARE SALE REGIONAL SPEND COMPARISON

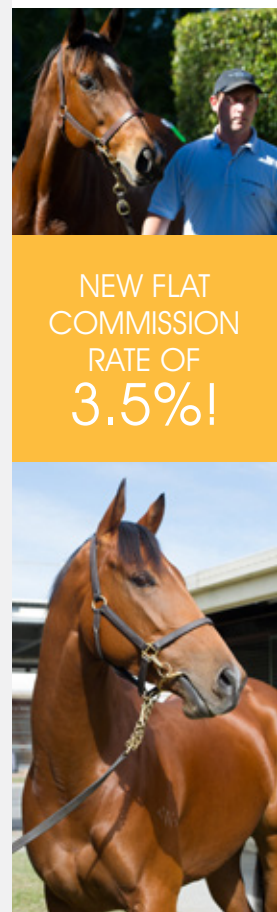
Region	Magic Millions Spend	Magic Millions Lots	Nearest Competitor Sale Spend	Nearest Competitor Sale Lots
Asia	\$1,683,000	9	\$0	0
Europe	\$4,197,000	22	\$22,000	1
New Zealand	\$6,386,500	44	\$684,500	13
South Africa	\$93,000	3	\$0	0
United Arab Emirates	\$1,100,000	1	\$0	0
USA	\$4,475,000	5	\$546,000	8
<b>International Total</b>	<b>\$17,934,500</b>	<b>84</b>	<b>\$1,252,500</b>	<b>22</b>
<b>Domestic Total</b>	<b>\$51,690,200</b>	<b>586</b>	<b>\$17,540,850</b>	<b>392</b>

"It's been a wonderful catalogue put together by Magic Millions and he (Yoshida) is normally very active at the sales here. With some excellent lots on offer it has been very attractive and we have been working hard and not always getting what we wanted, but we have a couple of very nice ones so far."

Jon Freyer on purchasing for Mr Yoshida of Northern Farm, Japan.

"Busy, busy, busy two days at the Magic Millions National Broodmare Sales, 13 mares so far and hopefully more to come! Very strong sale!"

Damon Gabbedy, Belmont Bloodstock



# MAGIC MILLIONS 2016 GOLD COAST NATIONAL BROODMARE SALE

Name of Entry:	<input type="text"/>	Colour:	<input type="text"/>	Sex:	<input type="text"/>				
Sire:	<input type="text"/>	Foaling Date:	<input type="text"/> / <input type="text"/> / <input type="text"/>						
Dam:	<input type="text"/>	Brands:	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">NS</td> <td style="width: 50%;">OS</td> </tr> <tr> <td colspan="2">Brand Index Number:</td> </tr> </table>			NS	OS	Brand Index Number:	
NS	OS								
Brand Index Number:									
Dam Sire:	<input type="text"/>								
Microchip:	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>								

**2015 Service Details:**

Served By:


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

**2015 Foaling Details:**

Colour:  Sex:  DOB:  Sire:

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

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

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

**Name of vendor to appear in catalogue:**

Address:

Suburb:  State:  Postcode:

Phone:  Fax:

Mobile:  Email:

**Proceeds of sale** Cheque: ☐ EFT: ☐ **If EFT:** Account:  BSB:

**Payable to:**

Address:

Suburb:  State:  Postcode:

Phone:  Fax:

Mobile:  Email:

Australian Business Number (ABN):

If no ABN, Please complete the Declaration by a non GST registered Vendor, below

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 read and agree 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 2016 GOLD COAST NATIONAL BROODMARE SALE

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

## 2015 Service Details:

Served By:	<input type="text"/>						
Please tick one box:	Pregnant <input type="checkbox"/>	Missed <input type="checkbox"/>	Slipped <input type="checkbox"/>	Not Covered <input type="checkbox"/>	Maiden <input type="checkbox"/>	Last Service:	<input type="text"/>

## 2015 Foaling Details:

Colour:	<input type="checkbox"/>	Sex:	<input type="checkbox"/>	DOB:	<input type="text"/>	Sire:	<input type="text"/>	
Please tick one box:	Foal at foot <input type="checkbox"/>	Single Foal <input type="checkbox"/>	Missed <input type="checkbox"/>	Slipped <input type="checkbox"/>	Not Covered <input type="checkbox"/>	Dead Foal <input type="checkbox"/>	Foal Died <input type="checkbox"/>	Twins <input type="checkbox"/>

## Session:

Book 1	<input type="checkbox"/>	Book 2	<input type="checkbox"/>	Category:	Broodmare <input type="checkbox"/>	Racing Prospect <input type="checkbox"/>	Stallion <input type="checkbox"/>	Stallion Share <input type="checkbox"/>
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**TIP**  
If entering multiple horses with one vendor, initially fill in the vendor details only and photocopy the entry form as many times as required, then continue to complete the remainder of the form.

## Name of vendor to appear in catalogue:

<input type="text"/>			
Address:	<input type="text"/>		
Suburb:	<input type="text"/>	State:	<input type="text"/>
Phone:	<input type="text"/>	Fax:	<input type="text"/>
Mobile:	<input type="text"/>	Email:	<input type="text"/>

## Proceeds of sale

Cheque:	<input type="checkbox"/>	EFT:	<input type="checkbox"/>	If EFT:	Account:	<input type="text"/>	BSB:	<input type="text"/>
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## Payable to:

<input type="text"/>			
Address:			
<input type="text"/>			
Suburb:	<input type="text"/>	State:	<input type="text"/>
Phone:	<input type="text"/>	Fax:	<input type="text"/>
Mobile:	<input type="text"/>	Email:	<input type="text"/>

Australian Business Number (ABN):

If no ABN, Please complete the Declaration by a non GST registered Vendor, below

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:

<input type="checkbox"/>	<b>Section (A)</b>
<input type="checkbox"/>	<b>Section (B)</b>
<input type="checkbox"/>	<b>Section (C)</b>

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.

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

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 read and agree to be bound by the CONDITIONS OF NOMINATION. Please DO NOT send payment with this Nomination Form. **NO ENTRY WILL BE ACCEPTED IF NOT SIGNED AND ALL GST DETAILS COMPLETED.**

NAME:

SIGNATURE:

DATE:

 /  / 

## OFFICE USE ONLY

A/C CODE:

ENTRY ID:

GST STATUS:

## CONDITIONS OF NOMINATION - MAGIC MILLIONS 2016 GOLD COAST NATIONAL BROODMARE SALE

### Auctioneer's Licence No.: 2005419

1. The Sale refers to any one or more of the following Sales for which a Lot is nominated, accepted and subject to the Vendor's rights of withdrawal, offered for sale by way of auction conducted by principal Selling Agent, Magic Millions Sales Pty Limited (ABN 54 078 396 317) ("the Selling Agent");
- 1.1 The Magic Millions 2016 Gold Coast National Broodmare Sale will be held at the Gold Coast Sales Complex, Bundall, Queensland from the 1st to the 5th day of June, 2016.
2. The Selling Agent is licensed under the Property Agents and Motor Dealers Act 2000 ("PAMD") to conduct auctions of livestock;
3. The Vendor wishes to have a Lot in the Sale. (A reference to "Lot" includes "Lots").

### APPOINTMENT OF PROMOTER

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

### VENDOR'S APPOINTMENT OF THE SELLING AGENT

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

### COMMISSIONS DUE TO THE SELLING AGENT

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

### FEES AND CHARGES DUE TO THE PROMOTER

10. The Vendor will pay the following fees and charges to the Promoter in respect of its promoting and marketing of the auction sale:-
    - 10.2 the Nomination Fee (including GST) as specified on the Official Nomination Form.
- The Vendor will not be entitled to any refund in respect of any payment pursuant to these Conditions for the Promoter save as is expressly provided by these Conditions of Nomination.

### THOROUGHBRED BREEDERS AUSTRALIA LIMITED (TBA) LEVY

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

### VENDOR'S OBLIGATIONS AND WARRANTIES

12. Any Lot accepted for the Sale shall be submitted to the representatives of the Selling Agent for inspection and all Lots must meet the requirements of the Australian Stud Book and the Vendor's cost and expense.
13. The Vendor shall indemnify and hereby indemnifies the Selling Agent against any claim by a Purchaser or any other person arising out of the Vendor's failure to comply with the Australian Stud Book requirements (including any payment of fees and GST if applicable). The Vendor acknowledges that the Selling Agent is entitled to a reasonable fee for any work done to ensure the Vendor's compliance with the Australian Stud Book requirements.
14. The Vendor shall supply to the Selling Agent all documents required for the transfer of ownership of any Lot sold within seven (7) days of the conclusion of the Sale. Should the Vendor not deliver such documents to the Selling Agent within the said time limit, the Vendor irrevocably authorises the Selling Agent to order a new / replacement set of documents at the Vendor's cost and expense.
15. The Vendor shall be responsible for verifying the accuracy of all information published in the Sale Catalogue and warrants to the Selling Agent and any Purchaser the accuracy of such information except where the Vendor notifies the Selling Agent in writing of any inaccuracy in such information prior to the date of the Sale.
16. The Vendor or his duly authorised representative shall be present at the Sale venue at all times during which the Sale is being conducted and shall immediately correct any incorrect statements or representations made by the Selling Agent regarding any Lot for which the Vendor or his agent is responsible, failing which correction the Vendor shall be deemed to authorise the statement and warrant to the Selling Agent and any Purchaser the truth of any statements or representations made by the Selling Agent.
17. The Vendor will produce for the Sale a Lot without any obvious physical defects. Should the Selling Agent be of the opinion that a Lot is not suitable for sale, it has the right of its absolute discretion, to withdraw the Lot from the Sale, remove it from the grounds, and consign it to the address of the Vendor as it appears of the Official Nomination Form, at the Vendor's risk and expense.
18. The Vendor warrants to the Selling Agent that he is the true owner of the Lot nominated for the Sale or is duly authorised to sell the Lot on the owners behalf and that it is able to transfer good title to the Lot free from any mortgage, lien, charge, bill of sale (whether registered or not) or security interest as defined in the Personal Property Securities Act 2009 ("the PPSA"), and any other adverse interest except where such interest has been notified in writing to the Selling Agent prior to the Sale and such interest has been acknowledged by the Selling Agent. The Vendor irrevocably authorises the Selling Agent to register its interest in each Lot against such Lot and the Vendor to secure payments owing to the Selling Agent by the Vendor or payments made by the Selling Agent to the Vendor on account of the purchase price where the Purchaser of a Lot has not paid all or part of the purchase price. If the owner of the Lot is a company, the Vendor warrants and represents to the Selling Agent that there are no fixed charges affecting the Lot, that there are no floating charges affecting the Lot or such charges are not in default, and that the Vendor and no officer thereof is aware of any circumstances by which any floating charge in relation to the Vendor may have crystallised. The Vendor warrants and represents that the Lot is being sold in the ordinary course of business.
19. Except as disclosed in writing to the Selling Agent prior to the Sale, the Lot nominated for the Sale shall be free of any symptoms associated with windsucking, wobbling, roaring, impaired vision, botulism, equine morbillivirus (Hendra virus), nipah virus or any other virus.
20. Except as disclosed in writing to the Selling Agent prior to the Sale, the Vendor warrants that all male animals have not had one or both testes removed, save in so far as such circumstance has been disclosed to the Selling Agent prior to the Sale of such animal.
21. In the event that the Selling Agent cancels the Sale the Vendor has no claim against the Selling Agent for damages or costs or expenses other than the repayment of the Nomination Fees paid by the Vendor or save as is expressly provided for by these conditions.
22. Any Lot nominated for the Sale cannot be withdrawn by the Vendor, after the assigning of the horses' Lot number for the Sale Catalogue, without the forfeiture of the Nomination Fee, except in the event of injury, death or illness of the Lot. Apart from death of a Lot (in which case the Nomination Fee shall be refunded in full), in all cases of alleged injury or illness if the Vendor at his expense produces a Veterinary Certificate, within (14) days from the completion of the Sale, confirming the existence of the injury or illness alleged, two thirds of the Nomination Fee shall be refunded. Should the Vendor not produce an acceptable Veterinary Certificate, the Vendor shall pay to the Selling Agent 6.6% (inc. GST) of the median sale price for the Selling Session in which the withdrawn Lot was listed, as liquidated damages, in addition to the Nomination Fee.
23. The Vendor acknowledges that by executing this Nomination Form that the Selling Agent distributes its Sale Catalogue on a worldwide basis to thousands of potential Purchasers who make arrangements to be present at the Sale because of Lots listed in the Sales Catalogue and acknowledges the credibility of the Sale is diminished if catalogued Lots are withdrawn without good and valid excuse.
24. Should the Vendor sell privately any Lot accepted for the Sale during the period from the Closing Date for Nominations until sixty (60) days after the Sale (the Agency Period), the Vendor shall promptly pay to the Promoter and Selling Agent an amount equal to the total charges including GST set out in Clauses 9, 10 and 11 of these Conditions.
25. The Vendor shall comply in all respects with the rules of the Sales Complex displayed within the office block at the Sales Complex.
26. In respect of any description used in, or in connection with the Sale the parties hereto agree that the expression 'colt' includes

rig or crypt orchid, namely male animals in which one or both testes have not descended into the scrotum from the abdomen.

26. Any Lot entered by the Vendor (including its storage by the Selling Agent) shall be at the Vendor's sole risk and expense notwithstanding any negligence on the part of the Selling Agent and the Vendor indemnifies the Selling Agent against all claims, actions, loss, damages, costs and expenses incurred including stabling and feed.
27. The Vendor agrees to be bound by the Conditions of Sale as printed in the Sale Catalogue, including any variations made thereto at the absolute discretion of the Selling Agent.
28. The Vendor shall promptly advise the Selling Agent of any credit arrangements made with a Purchaser of a Lot (which shall be at the Selling Agent's discretion) and shall sign an acknowledgment of such arrangements as directed by the Selling Agent.
29. The Vendor acknowledges that the Selling Agent acts merely as agent for the Vendor and gives no warranty that any Purchaser will complete a purchase in accordance with the Conditions of Sale, nor is the Selling Agent under any liability in respect of the Sale should the Purchaser fail to complete their purchase save as is expressly provided in these conditions.
30. Subject to the Conditions of Sale printed in the Sale Catalogue, if the Selling Agent delivers any Lot to the Purchaser of that Lot prior to the Selling Agent having received payment by cash or otherwise for the Lot, the Selling Agent will use its best endeavours to secure the performance by the Purchaser of its obligation to pay the purchase price and any applicable GST except where:
  - 30.1 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;
  - 30.2 the Vendor enters into any credit arrangement or terms with the Purchaser;
  - 30.3 the Sale is terminated or unenforceable for any reason;
  - 30.4 the Vendor agrees to any variation of the normal terms of the contract for the purchase of his Lot (including without limitation terms as to the time for payment) without the prior written consent of the Selling Agent;
  - 30.5 the Vendor consents to the delivery of the Lot by the Selling Agent;
  - 30.6 the Vendor has not paid any monies due and owing by the Vendor to the Selling Agent on any account whatever.
31. The liability of the Selling Agent pursuant to, or incidental to, its appointment in respect of any Lot shall be limited to the purchase price accepted by the Selling Agent as the price payable less any monies owing to the Selling Agent by the Vendor on any account, including any GST applicable thereon.
32. The Vendor agrees that if the Selling Agent pays to the Vendor any amount in respect of the purchase price and if applicable GST for any Lot prior to the Selling Agent receiving from the Purchaser the full purchase price including any applicable GST of the Lot and/or the honouring of all the bills of exchange tendered in respect 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 bill of exchange or other right held by the Vendor in his own right.
33. The Selling Agent guarantees to the Vendor that payment will be forwarded to the Vendor within forty two (42) days from the end of the Magic Millions 2016 Gold Coast National Sale Series, all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot but subject to the Selling Agent's right to withhold payment of all or part of the proceeds of such sale where the Selling Agent concludes that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot.
34. The Vendor acknowledges that if the Vendor suffers a loss as a result of a failure by the Selling Agent to account to the Vendor for all or any part of the sale proceeds of the Vendor's Lot, the Vendor does not have a right of compensation from the Claim Fund under the PAMD.
35. The Vendor agrees that the Selling Agent may assign the benefit of all nominations to the Sale to such third person, as the Selling Agent may determine and the Vendor agrees to be bound by the terms of such assignment.
36. 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.
37. The Vendor agrees that the Nomination Fee remains a debt due and payable by the Vendor to the Selling Agent from the date of nomination (that is to say, at the date when the Lot is nominated) of any Lot notwithstanding the withdrawal of the Lot from the Sale and the Vendor acknowledges and agrees that the only basis upon which he may claim a repayment of the Nomination Fees from the Selling Agent is:
  - 37.1 if the Selling Agent cancels the Sale in accordance with Clause 21 of these Conditions, or
  - 37.2 if the Lot is rejected in accordance with Clause 17 of these Conditions, or is not included in the Sale Catalogue.
38. The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions, are severable and independent and any monies paid to either of them are payments to which they are entitled in their own right pursuant to these Conditions. In the event that any provision is unlawful or void, the parties agree that these conditions shall be construed so far as is possible so that the unlawful or void portion is an independent promise and is severable from the other conditions. Where such unlawful or void portion relates to any provision for fees or remuneration including if applicable GST then a term will be implied (so far as the law permits) that reasonable remuneration and expenses including if applicable GST will be payable for any services rendered by or on behalf of the Selling Agent to the Vendor.
40. The Selling Agent does not assume any responsibility for exporting horses.
41. The Vendor accepts, confirms and acknowledges the following:
  - 41.1 the Selling Agent accepts no liability for any GST liability arising as between the Purchaser, the Vendor and the ATO in respect of any Lot sold by way of auction or private treaty;
  - 41.2 that each Lot offered for sale will be invoiced with GST added to the sale price in the event that the Vendor is registered for GST; In the event that the horse is purchased by a non-resident who is not registered for GST and that purchaser executes the required Magic Millions Export Declaration Form, the vendor acknowledges that subject to the export provisions as approved by the ATO this horse may be sold on a zero-rated basis at which time no GST will be charged on the invoice.
  - 41.3 for the purpose of the GST Law the Vendor, not the Selling Agent, is the 'supplier' and is responsible for determining whether the Purchaser is registered or required to be registered for GST purposes and that the Purchaser satisfies the requirements of the ATO as regards the export of a Lot.
  42. The Vendor acknowledges that the Selling Agent acts as agent for the Magic Millions Sales Partnership (ABN 99 519 379 694).
  43. The Vendor acknowledges that the Selling Agent will make available a Repository at the complex for the purpose of the storing and examination of x-rays, physical or digital, and other records required by the Terms and Conditions of the Repository or the relevant Sale Catalogue. The Vendor further acknowledges the Terms and Conditions of the Repository and agrees to be bound by these Terms and Conditions. The relevant Terms and Conditions will be displayed in the Repository and are available from the Selling Agent on request.
  44. The Vendor accepts and acknowledges that prior to executing this Nomination Form, the Selling Agent has advised the Vendor that he should seek independent legal advice before signing this Nomination Form.
  45. By executing this Nomination Form, the Vendor hereby appoints the Selling Agent's auctioneer to auction the Lot on behalf of the Vendor. The Vendor acknowledges having received a copy of this Nomination Form and in particular acknowledges his appointment of the auctioneer.
  46. In the event that the Selling Agent, for whatever reason, pays to the Vendor, the amount due to the Vendor pursuant to Clauses 5 and 6 of the Conditions of this Nomination Form prior to receiving payment for the Vendor's Lot from the Purchaser, the Vendor assigns to the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent's nominee.
  47. The Vendor acknowledges the existence of the Australian Thoroughbred Sales Code ("the Code"). The Selling Agent recommends that the Vendor acquaint themselves with the Code.
  48. Notwithstanding any other term or condition contained in these Conditions of Sale, the Vendor hereby irrevocably authorises and directs the Selling Agent to pay the Selling Agent out of the sale proceeds of any Lot, any amount that may be due and owing to the Selling Agent prior to this Sale. For the sake of certainty, the Vendor assigns to the Selling Agent any irrevocable authority rights in favour of the Vendor where a Lot owned by the Vendor has been submitted for sale at this Sale by a party other than the Vendor. The Vendor appoints the Managing Director of the Selling Agent, from time to time, its attorney to do all things necessary and execute all documents to give effect to these Conditions of Sale.
  49. Where the Vendor (in the reasonable opinion of the Selling Agent) is in any way or in any capacity (by virtue of directorship, shareholding, trustee, beneficiary or otherwise) involved with or related to a Purchaser of a Lot offered for sale by the Vendor and the Vendor owes the Selling Agent any monies with respect to that Lot or any other Lot, the Selling Agent may, in its absolute discretion, retain all or part of the purchase price paid by the Purchaser and apply the same to the debt owed by the Vendor to the Selling Agent. In such case the Selling Agent may, in its absolute discretion, refuse to pay out the Vendor for the purchase price for the Lot prior to receiving payment in full for the Lot from the Purchaser.
  50. The Vendor and the Purchaser indemnify and will keep indemnified the Selling Agent and the Promoter against any claim arising out of any telephone directions or instructions given by the Vendor and/or the Purchaser or their agents, consultants or employees, to the Selling Agent or the Promoter or their agents, consultants or employees, on or before the sale of any Lot where, for any reason, such telephone instructions are misinterpreted or not acted upon, for whatever reason, by the Selling Agent or the Promoter.
  51. Notwithstanding Condition 26, all persons who attend the Sale do so entirely at their own risk and neither Magic Millions Sales Pty Limited (ABN 54 078 396 317) nor Magic Millions Promotions Pty Limited (ABN 41 088 197 200) nor their subsidiaries, officers or agents for themselves and for those whom they act, assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur to any person or property.
  52. The Vendor accepts and acknowledges and agrees that where a dispute arises between the Vendor and the Purchaser in relation to a Lot, this must be resolved between them only. The Lot cannot be returned to the Selling Agent or its estates.
  53. Except as disclosed in writing to the Selling Agent prior to the nomination of the Lot, the Vendor warrants that, in the absence of full and complete disclosure to the selling agent, the Lot has not undergone abdominal surgery of any type (with the exception of the surgical repair of a non-strangling umbilical hernia), and has not undergone invasive joint surgery, surgery to repair a fracture, or surgical intervention of the upper respiratory tract. If prior to the Sale the warranty provided in the immediately preceding sentence is inaccurate in whole or in part the Vendor will immediately notify the Selling Agent in writing.
  54. The Australian Racing Board has introduced new Rules completely banning the use of anabolic androgenic steroids in thoroughbred horses effective from 1 May 2014. The Australian Rules of Racing can be viewed at the Racing Australia website <http://racingaustralia.com.au> and are subject to change by Racing Australia without notice. The Vendor irrevocably authorises the Selling Agent and its veterinary representatives to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock (excluding weanlings and foals at foot), following the sale of such Lot, to be analysed for the presence of anabolic androgenic steroids as per Condition 38 in the Conditions of Sale.
  55. Any filly or mare that is not pregnant at the time of examination shall be characterized as "Suitable for Mating" if a palpation per rectum of the ovaries, uterus and cervix, and speculum examination of the cervix and vagina does not reveal significant abnormalities that would indicate that the filly or mare is not reproductively within reasonably normal limits. For a "Breeding Certificate" to be accepted and read out from the rostrum it must state that the filly or mare is "Suitable for Mating".



# REAL MARKET

REAL RESULTS



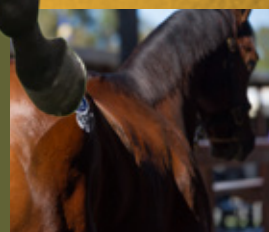
## TARZINO (Tavistock-Zarzino)

Victoria Derby Gr1

Sold: \$60,000 National Yearling Sale

Vendor: Yarraman Park Stud

Buyer: Mick Price Racing Earnings: \$1,006,050



## MAGIC MILLIONS GOLD COAST NATIONAL YEARLING SALE

**7-9 JUNE 2016** – NOMINATIONS CLOSE FRIDAY 11 MARCH 2016

"We've had a wonderful sale overall and sold 32 weanlings, mares & yearlings from 33, so a big congratulations and thank you goes to Vin and his ever helpful team"

Glenn Burrows, Willow Park Stud



# BUYERS WANT TO BE A PART OF THE \$10 MILLION MAGIC MILLIONS RACEDAY, USE THIS TO YOUR ADVANTAGE!

All yearlings offered at the Magic Millions National Yearling Sale are eligible to nominate to the national \$11.34 million Magic Millions Race Series.\*



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

**30%**  
INTERNATIONAL SPEND  
LAST 2 YEARS

CLEARANCE UP  
**9%**  
ON PREVIOUS YEAR

\*Terms and conditions apply. Yearlings sold at a yearling sale not conducted by Magic Millions are ineligible to nominate for the Race Series.

2015 NATIONAL YEARLING SALE TOP LOTS					
SIRE	DAM	VENDOR	BUYER	REGION	PRICE
Foxwedge	Ekleel	Eliza Park International	Hawkes Racing	QLD	\$340,000
I Am Invincible	Troubeaut	Yarraman Park Stud	Mecca Thoroughbreds	NSW	\$260,000
Stratum	New Edition	Yarraman Park Stud	George Moore B'stock	HONG KONG	\$225,000
Snitzel	Quiet Maggy	Arrowfield Stud	Mick Price Racing	VIC	\$200,000
Fastnet Rock	Suitely	Newgate Farm	Hassen Adams	SOUTH AFRICA	\$200,000



# \$10 MILLION

## REASONS TO BE IN THE MAGIC MILLIONS RACE SERIES JANUARY AT THE GOLD COAST TURF CLUB

Race	Distance
\$2,500,000 Magic Millions 2YO Classic ( <i>including a \$500,000 Racing Women's Bonus</i> )	1200m
\$2,000,000 Magic Millions 3YO Guineas	1400m
\$1,000,000 Magic Millions Sprint	1100m
\$1,000,000 Magic Millions Cup	1400m
\$1,000,000 Magic Millions Trophy	1800m
\$1,000,000 Magic Millions Fillies and Mares	1300m
\$1,000,000 Magic Millions QTIS Open ( <i>MM &amp; QTIS registered horses only</i> )	1300m
\$250,000 Magic Millions Maiden	1200m
\$250,000 Magic Millions Country Cup ( <i>Special Country Cup Conditions</i> )	1200m



# MAGIC MILLIONS 2016 GOLD COAST NATIONAL YEARLING SALE

Sire:	<input type="text"/>	Colour:	<input type="text"/>	Sex:	<input type="text"/>
Dam:	<input type="text"/>	Foaling Date:	<input type="text"/> / <input type="text"/> / 2014		
Dam Sire:	<input type="text"/>	Brands:	NS <input type="text"/> OS <input type="text"/>		
Microchip:	<input type="text"/>	Brand Index Number: <input type="text"/>			

Session: Book 1 ☐ (subject to selection) Book 2 ☐ Is this Yearling a foal share: Yes ☐ No ☐

Location for Inspection:

State:  Postcode:  Email:

Contact Name:  Phone:

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

Name of vendor to appear in catalogue:

Address:

Suburb:  State:  Postcode:

Phone:  Fax:

Mobile:  Email:

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

Payable to:

Address:

Suburb:  State:  Postcode:

Phone:  Fax:

Mobile:  Email:

Australian Business Number (ABN):

If no ABN, Please complete the Declaration by a non GST registered Vendor, below

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 read and agree 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 2016 GOLD COAST NATIONAL YEARLING SALE

Sire:	<input type="text"/>	Colour:	<input type="text"/>	Sex:	<input type="text"/>
Dam:	<input type="text"/>	Foaling Date:	<input type="text"/> / <input type="text"/> / 2014		
Dam Sire:	<input type="text"/>	Brands:	NS <input type="text"/> OS <input type="text"/>		
Microchip:	<input type="text"/>	Brand Index Number: <input type="text"/>			

Session: Book 1 ☐ (subject to selection) Book 2 ☐ Is this Yearling a foal share: Yes ☐ No ☐

Location for Inspection:

State:  Postcode:  Email:

Contact Name:  Phone:

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

Name of vendor to appear in catalogue:

Address:

Suburb:  State:  Postcode:

Phone:  Fax:

Mobile:  Email:

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

Payable to:

Address:

Suburb:  State:  Postcode:

Phone:  Fax:

Mobile:  Email:

Australian Business Number (ABN):

If no ABN, Please complete the Declaration by a non GST registered Vendor, below

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 read and agree to be bound by the CONDITIONS OF NOMINATION. Please DO NOT send payment with this Nomination Form. NO ENTRY WILL BE ACCEPTED IF NOT SIGNED AND ALL GST DETAILS COMPLETED.

NAME:  SIGNATURE:  DATE:  /  /

## OFFICE USE ONLY

A/C CODE:  ENTRY ID:  GST STATUS:

## CONDITIONS OF NOMINATION - MAGIC MILLIONS 2016 GOLD COAST NATIONAL YEARLING SALE

### Auctioneer's Licence No.: 2005419

1. "The Sale" refers to any one or more of the following Sales for which a Lot is nominated, accepted and subject to the Vendor's rights of withdrawal, offered for sale by way of auction conducted by principal Selling Agent, Magic Millions Sales Pty Limited (A.B.N 54 078 396 317) ("the Selling Agent");
- 1.1 The Magic Millions 2016 Gold Coast National Yearling Sale will be held at the Gold Coast Sales Complex, Bundall, Queensland from the 7th to 9th day of June, 2016.
2. The Selling Agent is licensed under the Property Agents and Motor Dealers Act 2000 ("PAMD") to conduct auctions of livestock;
3. The Vendor wishes to have a Lot in the Sale. (A reference to "Lot" includes "Lots").

### APPOINTMENT OF PROMOTER

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

### VENDOR'S APPOINTMENT OF THE SELLING AGENT

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

### COMMISSIONS DUE TO THE SELLING AGENT

9. The Vendor will pay the following amounts to the Selling Agent:-
- 9.1 A commission of the rate of 6.6% (inclusive of GST) on any lot **sold or bought back** by the Vendor; or
- 9.2 Save that in the event a Lot, which is a Yearling, is **sold or bought back** for an amount in excess of \$200,000 the rate of commission for the part of the price in excess of \$200,000 is reduced by 3.85% (inclusive of GST) for the Sales referred to in 1.1; or
- 9.3 In the event that any Lot is **not sold or bought back** by the Vendor, a commission at the rate of 2.75% (inclusive of GST) on the Reserve Price of any passed-in Lot.

### FEES AND CHARGES DUE TO THE PROMOTER

10. The Vendor will pay the following fees and charges to the Promoter in respect of its promoting and marketing of the auction sale and the race series:-
  - 10.1 A promotional fee equivalent to an amount being 4.4% (inclusive of GST) of the sale price of any Lot **sold or bought back** by the Vendor, for the Sales referred to in 1.1 and;
  - 10.2 The Nomination Fee (including GST) as specified on the Official Nomination Form.
- The Vendor will not be entitled to any refund in respect of any payment pursuant to these Conditions for the Promoter save as is expressly provided by these Conditions.

### THOROUGHBRED BREEDERS AUSTRALIA LIMITED (TBA) LEVY

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

### VENDOR'S OBLIGATIONS AND WARRANTIES

12. Any Lot accepted for the Sale shall be submitted to the representatives of the Selling Agent for inspection and all Lots must meet the requirements of the Australian Stud Book of the Vendor's cost and expense.
  13. The Vendor shall indemnify and hereby indemnifies the Selling Agent against any claim by a Purchaser or any other person arising out of the Vendor's failure to comply with the Australian Stud Book requirements (including any payment of fees and GST if applicable). The Vendor acknowledges that the Selling Agent is entitled to a reasonable fee for any work done to ensure the Vendor's compliance with the Australian Stud Book requirements.
  14. The Vendor shall supply to the Selling Agent all documents required for the transfer of ownership of any Lot sold within seven (7) days of the conclusion of the Sale. Should the Vendor not deliver such documents to the Selling Agent within the said time limit, the Vendor irrevocably authorises the Selling Agent to order a new / replacement set of documents at the Vendor's cost and expense.
  15. The Vendor shall be responsible for verifying the accuracy of all information published in the Sale Catalogue and warrants to the Selling Agent and any Purchaser the accuracy of such information except where the Vendor notifies the Selling Agent in writing of any inaccuracy in such information prior to the date of the Sale.
  16. The Vendor or his duly authorised representative shall be present at the Sale venue at all times during which the Sale is being conducted and shall immediately correct any incorrect statements or representations made by the Selling Agent regarding any Lot for which the Vendor or his agent is responsible, failing which correction the Vendor shall be deemed to authorise the statement and warrant to the Selling Agent and any Purchaser the truth of any statements or representations made by the Selling Agent.
  17. The Vendor will produce for the Sale a Lot without any obvious physical defects. Should the Selling Agent be of the opinion that a Lot is not suitable for sale, it has the right of its absolute discretion, to withdraw the Lot from the Sale, remove it from the grounds, and consign it to the address of the Vendor as it appears on the Official Nomination Form, at the Vendor's risk and expense.
  18. The Vendor warrants to the Selling Agent that he is the true owner of the Lot nominated for the Sale or is duly authorised to sell the Lot on the owner's behalf and that it is able to transfer good title to the Lot free from any mortgage, lien, charge, bill of sale (whether registered or not) or security interest as defined in the Personal Property Securities Act 2009 ("the PPSA"), and any other adverse interest except where such interest has been notified in writing to the Selling Agent prior to the Sale and such interest has been acknowledged by the Selling Agent. The Vendor irrevocably authorises the Selling Agent to register its interest in each Lot against such Lot and the Vendor to secure payments owing to the Selling Agent by the Vendor or payments made by the Selling Agent to the Vendor on account of the purchase price where the Purchaser of a Lot has not paid all or part of the purchase price. If the owner of the Lot is a company, the Vendor warrants and represents to the Selling Agent that there are no fixed charges affecting the Lot, that there are no floating charges affecting the Lot or such charges are not in default, and that the Vendor and no officer thereof is aware of any circumstances by which any floating charge in relation to the Vendor may have crystallised. The Vendor warrants and represents that the Lot is being sold in the ordinary course of business.
  19. Except as disclosed in writing to the Selling Agent prior to the Sale, the Lot nominated for the Sale shall be free of any symptoms associated with windsucking, wobbling, roaring, impaired vision, botulism, equine morbillivirus (Hendra virus), nipah virus or any other virus.
  20. Except as disclosed in writing to the Selling Agent prior to the Sale, the Vendor warrants that all male animals have not had one or both testes removed, save insofar as such circumstance has been disclosed to the Selling Agent prior to the Sale of such animal.
  21. In the event that the Selling Agent cancels the Sale the Vendor has no claim against the Selling Agent for damages or costs or expenses other than the repayment of the Nomination Fees paid by the Vendor or save as is expressly provided for by these conditions.
  22. Any Lot nominated for the Sale cannot be withdrawn by the Vendor, after the assigning of the horse's lot number for the Sale Catalogue, without the forfeiture of the Nomination Fee, except in the event of injury, death or illness of the Lot. Apart from death of a Lot (in which case the Nomination Fee shall be returned in full), in all cases of alleged injury or illness if the Vendor at his expense produces a Veterinary Certificate, within fourteen (14) days from the completion of the Sale, confirming the existence of the injury or illness alleged, two thirds of the Nomination Fee shall be returned. Should the Vendor not produce an acceptable Veterinary Certificate, the Vendor shall pay to the Selling Agent 6.6% (inc GST) of the median sale price for the Selling Session in which the withdrawn Lot was listed, as liquidated damages, in addition to the Nomination Fee.
- The Vendor acknowledges that by execution of this Nomination Form that the Selling Agent distributes its Sale Catalogue on a worldwide basis to thousands of potential Purchasers who make arrangements to be present at the Sale because of

Lots listed in the Sales Catalogue and acknowledges the credibility of the Sale is diminished if catalogued Lots are withdrawn without good and valid excuse.

23. Should the Vendor sell privately any Lot accepted for the Sale during the period from the Closing Date for Nominations until sixty (60) days after the Sale (the Agency Period), the Vendor shall promptly pay to the Promoter and Selling Agent an amount equal to the total charges including GST set out in Clauses 9, 10 and 11 of these Conditions.
24. The Vendor shall comply in all respects with the rules of the Sales Complex displayed within the office block at the Sales Complex.
25. In respect of any description used in, or in connection with the Sale the parties hereto agree that the expression "colt" includes rig or crypt orchid, namely male animals in which one or both testes have not descended into the scrotum from the abdomen.
26. Any Lot entered by the Vendor (including its storage by the Selling Agent) shall be at the Vendor's sole risk and expense notwithstanding any negligence on the part of the Selling Agent and the Vendor indemnifies the Selling Agent against all claims, actions, loss, damages, costs and expenses incurred including stabling and feed.
27. The Vendor agrees to be bound by the Conditions of Sale as printed in the Sale Catalogue, including any variations made thereto at the absolute discretion of the Selling Agent.
28. The Vendor shall promptly advise the Selling Agent of any credit arrangements made with a Purchaser of a Lot (which shall be at the Selling Agent's discretion) and shall sign an acknowledgment of such arrangements as directed by the Selling Agent.
29. The Vendor acknowledges that the Selling Agent acts merely as agent for the Vendor and gives no warranty that any Purchaser will complete a purchase in accordance with the Conditions of Sale, nor is the Selling Agent under any liability in respect of the Sale should the Purchaser fail to complete their purchase save as is expressly provided in these conditions.
30. Subject to the Conditions of Sale printed in the Sale Catalogue, if the Selling Agent delivers any Lot to the Purchaser of that Lot prior to the Selling Agent having received payment by cash or otherwise for the Lot, the Selling Agent will use its best endeavours to secure the performance by the Purchaser of its obligation to pay the purchase price and any applicable GST except where:-
- 30.1 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;
- 30.2 The Vendor enters into any credit arrangement or terms with the Purchaser;
- 30.3 The Sale is terminated or unenforceable for any reason;
- 30.4 The Vendor agrees to any variation of the normal terms of the contract for the purchase of his Lot (including without limitation terms as to the time for payment) without the prior written consent of the Selling Agent;
- 30.5 The Vendor consents to the delivery of the Lot by the Selling Agent;
- 30.6 The Vendor has not paid any monies due and owing by the Vendor to the Selling Agent on any account whatever.
31. The liability of the Selling Agent pursuant to, or incidental to, its appointment in respect of any Lot shall be limited to the purchase price accepted by the Selling Agent as the price payable less any monies owing to the Selling Agent by the Vendor on any account, including any GST applicable thereon.
32. The Vendor agrees that if the Selling Agent pays to the Vendor any amount in respect of the purchase price and if applicable GST for any Lot prior to the Selling Agent receiving from the Purchaser the full purchase price including any applicable GST of the Lot and/or the honouring of all the bills of exchange tendered in respect 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 bill of exchange or other right held by the Vendor in his own right.
33. The Selling Agent guarantees to the Vendor that payment will be forwarded to the Vendor within forty two (42) days from the end of the Magic Millions 2016 Gold Coast National Sale Series, all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot but subject to the Selling Agent's right to withhold payment of all or part of the proceeds of such sale where the Selling Agent concludes that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot.
34. The Vendor acknowledges that if the Vendor suffers a loss as a result of a failure by the Selling Agent to account to the Vendor for all or any part of the sale proceeds of the Vendor's Lot, the Vendor does not have a right of compensation from the Claim Fund under the PAMD.
35. The Vendor agrees that the Selling Agent may assign the benefit of all nominations to the Sale to such third person, as the Selling Agent may determine and the Vendor agrees to be bound by the terms of such assignment.
36. 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.
37. The Vendor agrees that the Nomination Fee remains a debt due and payable by the Vendor to the Selling Agent from the date of nomination (that is to say, at the date when the Lot is nominated) of any Lot notwithstanding the withdrawal of the Lot from the Sale and the Vendor acknowledges and agrees that the only basis upon which he may claim a repayment of the Nomination Fees from the Selling Agent is:-
- 37.1 If the Selling Agent cancels the Sale in accordance with Clause 21 of these Conditions, or
- 37.2 If the Lot is rejected in accordance with Clause 17 of these Conditions, or is not included in the Sale Catalogue.
38. The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions, are severable and independent and any monies paid to either of them are payments to which they are entitled in their own right pursuant to these Conditions.
39. In the event that any provision is unlawful or void, the parties agree that these conditions shall be construed so far as is possible so that the unlawful or void portion is an independent promise and is severable from the other conditions. Where such unlawful or void portion relates to any provision for fees or remuneration including if applicable GST then a term will be implied (so far as the law permits) that reasonable remuneration and expenses including if applicable GST will be payable for any services rendered by or on behalf of the Selling Agent to the Vendor.
40. The Selling Agent does not assume any responsibility for exporting horses.
41. The Vendor accepts, confirms and acknowledges the following:-
- 41.1 The Selling Agent accepts no liability for any GST liability arising as between the Purchaser, the Vendor and the ATO in respect of any Lot sold by way of auction or private treaty;
- 41.2 That each Lot offered for sale will be invoiced with GST added to the sale price in the event that the Vendor is registered for GST; in the event that the horse is purchased by a non-resident who is not registered for GST and that purchaser executes the required Magic Millions Export Declaration Form, the vendor acknowledges that subject to the export provisions as approved by the ATO this horse may be sold on a zero-rated basis at which time no GST will be charged on the invoice.
- 41.3 For the purpose of the GST Law the Vendor, not the Selling Agent, is the "supplier" and is responsible for determining whether the Purchaser is registered or required to be registered for GST purposes and that the Purchaser satisfies the requirements of the ATO as regards the export of a Lot.
42. The Vendor acknowledges that the Selling Agent acts as agent for the Magic Millions Sales Partnership (ABN 99 519 379 694).
43. The Vendor acknowledges that the Selling Agent will make available a Repository at the complex for the purpose of the storing and examination of x-rays, physical or digital, and other records required by the Terms and Conditions of the Repository or the relevant Sale Catalogue. The Vendor further acknowledges the Terms and Conditions of the Repository and agrees to be bound by these Terms and Conditions. The relevant Terms and Conditions will be displayed in the Repository and are available from the Selling Agent on request.
44. The Vendor accepts and acknowledges that prior to executing this Nomination Form, the Selling Agent has advised the Vendor that he should seek independent legal advice before signing this Nomination Form.
45. By executing this Nomination Form, the Vendor hereby appoints the Selling Agent's auctioneer to auction the Lot on behalf of the Vendor. The Vendor acknowledges having received a copy of this Nomination Form and in particular acknowledges his appointment of the auctioneer.
46. In the event that the Selling Agent, for whatever reason, pays to the Vendor, the amount due to the Vendor pursuant to Clauses 5 and 6 of the Conditions of this Nomination Form prior to receiving payment for the Vendor's Lot from the Purchaser, the Vendor assigns to the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent's nominee.
47. The Vendor acknowledges the existence of the Australian Thoroughbred Sales Code ("the Code"). The Selling Agent recommends that the Vendor acquaint themselves with the Code.
48. Notwithstanding any other term or condition contained in these Conditions of Sale, the Vendor hereby irrevocably authorises and directs the Selling Agent to pay the Selling Agent out of the sale proceeds of any Lot, any amount that may be due and owing to the Selling Agent prior to this Sale. For the sake of certainty, the Vendor assigns to the Selling Agent any irrevocable authority rights in favour of the Vendor where a Lot owned by the Vendor has been submitted for sale at this Sale by a party other than the Vendor. The Vendor appoints the Managing Director of the Selling Agent, from time to time, its attorney to do all things necessary and execute all documents to give effect to these Conditions of Sale.
49. Where the Vendor (in the reasonable opinion of the Selling Agent) is in any way or in any capacity (by virtue of directorship, shareholding, trustee, beneficiary or otherwise) involved with or related to a Purchaser of a Lot offered for sale by the Vendor and the Vendor owes the Selling Agent any monies with respect to that Lot or any other lot, the Selling Agent may, in its absolute discretion, retain all or part of the purchase price paid by the Purchaser and apply the same to the debt owed by the Vendor to the Selling Agent. In such case the Selling Agent may, in its absolute discretion, refuse to pay out the Vendor for the purchase price for the Lot prior to receiving payment in full for the Lot from the Purchaser.
50. The Vendor and the Purchaser indemnify and will keep indemnified the Selling Agent and the Promoter against any claim arising out of any telephone directions or instructions given by the Vendor and/or the Purchaser or their agents, consultants or employees, to the Selling Agent or the Promoter or their agents, consultants or employees, on or before the sale of any Lot where, for any reason, such telephone instructions are misinterpreted or not acted upon, for whatever reason, by the Selling Agent or the Promoter.
51. Notwithstanding Condition 26, all persons who attend the Sale do so entirely at their own risk and neither Magic Millions Sales Pty Limited (ABN 54 078 396 317) nor Magic Millions Promotions Pty Limited (ABN 41 088 197 200) nor their subsidiaries, officers or agents for themselves and for those whom they act, assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur to any person or property.
52. The Vendor accepts and acknowledges and agrees that where a dispute arises between the Vendor and the Purchaser in relation to a Lot, this must be resolved between them only. The Lot cannot be returned to the Selling Agent or its stables.
53. Except as disclosed in writing to the Selling Agent prior to the nomination of the Lot, the Vendor warrants that, in the absence of full and complete disclosure to the selling agent, the Lot has not undergone abdominal surgery of any type (with the exception of the surgical repair of a non-strangulating umbilical hernia), and has not undergone invasive joint surgery, surgery to repair a fracture, or surgical intervention of the upper respiratory tract. If prior to the Sale the warranty provided in the immediately preceding sentence is inaccurate in whole or in part the Vendor will immediately notify the Selling Agent in writing.
54. The Australian Racing Board has introduced new Rules completely banning the use of anabolic androgenic steroids in thoroughbred horses effective from 1 May 2014. The Australian Rules of Racing can be viewed at the Racing Australia website <http://racingaustralia.com.au> and are subject to change by Racing Australia without notice. The Vendor irrevocably authorises the Selling Agent and its veterinary representatives to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock (excluding weanlings and foals at foot), following the sale of such Lot, to be analysed for the presence of anabolic androgenic steroids as per Condition 38 in the Conditions of Sale.



RACEHORSES ACHIEVED A  
**98% CLEARANCE**

AVERAGE **UP 262%**

TOP PRICE OF  
**\$185,000**

19 LOTS MADE  
**\$50,000 OR MORE**

**FORGET** (Exceed and Excel-Mnemosyne)

Won 7 times & \$335,505 since purchase

Sold: \$60,000 National Racehorse Sale

Vendor: Darley

Buyer: Kim Waugh



# MAGIC MILLIONS GOLD COAST NATIONAL RACEHORSE SALE

**10 JUNE 2016** – NOMINATIONS CLOSE FRIDAY 11 MARCH 2016





# MAGIC MILLIONS 2016 GOLD COAST NATIONAL 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"/> / <input type="text"/> / <input type="text"/>		
Dam:	<input type="text"/>	Brands:	NS <input type="text"/> OS <input type="text"/>		
Dam Sire:	<input type="text"/>	Brand Index Number: <input type="text"/>			
Microchip Number:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>				

Location for Inspection:	<input type="text"/>				
State:	<input type="text"/>	Postcode:	<input type="text"/>	Email:	<input type="text"/>
Contact Name:	<input type="text"/>	Phone:	<input type="text"/>		

Category:	Race Filly/Mare <input type="checkbox"/>	Race Colt/Gelding <input type="checkbox"/>	Racing Information:	In Work <input type="checkbox"/>	Spelling <input type="checkbox"/>	Windsucker <input type="checkbox"/>
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 **TIP** If entering multiple horses with one vendor, initially fill in the vendor details only and photocopy the entry form as many times as required, then continue to complete the remainder of the form.

Name of vendor to appear in catalogue:

Address:

Suburb:  State:  Postcode:

Phone:  Fax:

Mobile:  Email:

Proceeds of sale	Cheque: <input type="checkbox"/>	EFT: <input type="checkbox"/>	If EFT:	Account: <input type="text"/>	BSB: <input type="text"/>
Payable to:	<input type="text"/>				
Address:	<input type="text"/>				
Suburb:	<input type="text"/>	State:	<input type="text"/>	Postcode:	<input type="text"/>
Phone:	<input type="text"/>	Fax:	<input type="text"/>		
Mobile:	<input type="text"/>	Email:	<input type="text"/>		
Australian Business Number (ABN):	<input type="text"/>				

If no ABN, Please complete the Declaration by a non GST registered Vendor, below

How many owners are in the horse?:	<input type="text"/>
What is the percentage of GST ownership?:	<input type="text"/> <small>If NIL, please complete declaration below.</small>

## 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:	<input type="text"/>	Dated:	<input type="text"/>
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Please complete all of the above details and sign below to acknowledge that you have read and agree 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:	<input type="text"/>	SIGNATURE:	<input type="text"/>	DATE:	<input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/>
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## OFFICE USE ONLY

A/C CODE:	<input type="text"/>	ENTRY ID:	<input type="text"/>	GST STATUS:	<input type="text"/>
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# MAGIC MILLIONS 2016 GOLD COAST NATIONAL 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"/> / <input type="text"/> / <input type="text"/>		
Dam:	<input type="text"/>	Brands:	NS <input type="text"/> OS <input type="text"/>		
Dam Sire:	<input type="text"/>	Brand Index Number: <input type="text"/>			
Microchip Number:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>				

<b>Location for Inspection:</b>	<input type="text"/>				
State:	<input type="text"/>	Postcode:	<input type="text"/>	Email:	<input type="text"/>
Contact Name:	<input type="text"/>			Phone:	<input type="text"/>

<b>Category:</b>	Race Filly/Mare <input type="checkbox"/>	Race Colt/Gelding <input type="checkbox"/>	<b>Racing Information:</b>	In Work <input type="checkbox"/>	Spelling <input type="checkbox"/>	Windsucker <input type="checkbox"/>
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 **TIP**  
If entering multiple horses with one vendor, initially fill in the vendor details only and photocopy the entry form as many times as required, then continue to complete the remainder of the form.

**Name of vendor to appear in catalogue:**

Address:

Suburb:  State:  Postcode:

Phone:  Fax:

Mobile:  Email:

<b>Proceeds of sale</b>	Cheque: <input type="checkbox"/>	EFT: <input type="checkbox"/>	<b>If EFT:</b>	Account: <input type="text"/>	BSB: <input type="text"/>
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**Payable to:**

Address:

Suburb:  State:  Postcode:

Phone:  Fax:

Mobile:  Email:

Australian Business Number (ABN):

*If no ABN, Please complete the Declaration by a non GST registered Vendor, below*

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 read and agree to be bound by the CONDITIONS OF NOMINATION. Please DO NOT send payment with this Nomination Form. **NO ENTRY WILL BE ACCEPTED IF NOT SIGNED AND ALL GST DETAILS COMPLETED.**

NAME:  SIGNATURE:  DATE:  /  /

## OFFICE USE ONLY

A/C CODE:  ENTRY ID:  GST STATUS:

## CONDITIONS OF NOMINATION - MAGIC MILLIONS 2016 GOLD COAST NATIONAL RACEHORSE SALE

### Auctioneer's Licence No.: 2005419

1. "The Sale" refers to any one or more of the following Sales for which a Lot is nominated, accepted and subject to the Vendor's rights of withdrawal, offered for sale by way of auction conducted by principal Selling Agent, Magic Millions Sales Pty Limited (A.B.N 54 078 396 317) (The Selling Agent);
- 1.1 The Magic Millions 2016 Gold Coast National Racehorse Sale will be held at the Gold Coast Sales Complex on the 10th day of June, 2016;
2. The Selling Agent is licensed under the Property Agents and Motor Dealers Act 2000 ("PAMD") to conduct auctions of livestock;
3. The Vendor wishes to have a Lot in the Sale. (A reference to "Lot" includes "Lots").

### APPOINTMENT OF PROMOTER

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

### VENDOR'S APPOINTMENT OF THE SELLING AGENT

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

### COMMISSIONS DUE TO THE SELLING AGENT

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

The Vendor will not be entitled to any refund in respect of any payment pursuant to these conditions from the Selling Agent, save as is expressly provided by these Conditions of Nomination.

### FEES AND CHARGES DUE TO THE PROMOTER

10. The Vendor will pay the following fees and charges to the Promoter in respect of its promoting and marketing of the auction sale:-
    - 10.1 a promotional fee equivalent to an amount being 2.2% (inclusive of GST) of the sale price of any Lot **sold or bought back** by the Vendor, for the Sales referred to in 1.1 and;
    - 10.2 the Nomination Fee (including GST) as specified on the Official Nomination Form.
- The Vendor will not be entitled to any refund in respect of any payment pursuant to these Conditions from the Promoter save as is expressly provided by these Conditions.

### THOROUGHBRED BREEDERS AUSTRALIA LIMITED (TBA) LEVY

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

### VENDOR'S OBLIGATIONS AND WARRANTIES

12. Any Lot accepted for the Sale shall be submitted to the representatives of the Selling Agent for inspection and all Lots must meet the requirements of the Australian Stud Book of the Vendor's cost and expense.
13. The Vendor shall indemnify and hereby indemnifies the Selling Agent against any claim by a Purchaser or any other person arising out of the Vendor's failure to comply with the Australian Stud Book requirements (including any payment of fees and GST if applicable). The Vendor acknowledges that the Selling Agent is entitled to a reasonable fee for any work done to ensure the Vendor's compliance with the Australian Stud Book requirements.
14. The Vendor shall supply to the Selling Agent all documents required for the transfer of ownership of any Lot sold within 48 hours of the conclusion of the Sale. Should the Vendor not deliver such documents to the Selling Agent within the said time limit, the Vendor irrevocably authorises the Selling Agent to order a new / replacement set of documents at the Vendor's cost and expense.
15. The Vendor shall be responsible for verifying the accuracy of all information published in the Sale Catalogue and warrants to the Selling Agent and any Purchaser the accuracy of such information except where the Vendor notifies the Selling Agent in writing of any inaccuracy in such information prior to the date of the Sale.
16. The Vendor or his duly authorised representative shall be present at the Sale venue at all times during which the Sale is being conducted and shall immediately correct any incorrect statements or representations made by the Selling Agent regarding any Lot for which the Vendor or his agent is responsible, failing which correction the Vendor shall be deemed to authorise the statement and warrant to the Selling Agent and any Purchaser the truth of any statements or representations made by the Selling Agent.
17. The Vendor will produce for the Sale a Lot without any obvious physical defects. Should the Selling Agent be of the opinion that a Lot is not suitable for sale, it has the right at its absolute discretion, to withdraw the Lot from the Sale, remove it from the grounds, and consign it to the address of the Vendor as it appears of the Official Nomination Form, at the Vendor's risk and expense.
18. The Vendor warrants to the Selling Agent that he is the true owner of the Lot nominated for the Sale or is duly authorised to sell the Lot on the owner's behalf and that it is able to transfer good title to the Lot free from any mortgage, lien, charge, bill of sale (whether registered or not) and any other adverse interest except where such interest has been notified in writing to the Selling Agent prior to the Sale and such interest has been acknowledged by the Selling Agent. If the owner of the Lot is a company, the Vendor warrants and represents to the Selling Agent that there are no fixed charges affecting the Lot, that there are no floating charges affecting the Lot or such charges are not in default, and that the Vendor and no officer thereof is aware of any circumstances by which any floating charge in relation to the Vendor may have crystallised. The Vendor warrants and represents that the Lot is being sold in the ordinary course of business.
19. Except as disclosed in writing to the Selling Agent prior to the Sale, the Lot nominated for the Sale shall be free of any symptoms associated with wind sucking, wobbling, roaring, impaired vision, botulism, equine morbillivirus (Hendra virus), nipoh virus or any other virus.
20. Except as disclosed in writing to the Selling Agent prior to the Sale, the Vendor warrants that all male animals have not had one or both testes removed, save in so far as such circumstance has been disclosed to the Selling Agent prior to the Sale of such animal.
21. In the event that the Selling Agent cancels the Sale the Vendor has no claim against the Selling Agent for damages or costs or expenses other than the repayment of the Nomination Fees paid by the Vendor or save as is expressly provided for by these conditions.
22. Any Lot nominated for the Sale cannot be withdrawn by the Vendor, after the assigning of the horses' lot number for the Sale Catalogue, without the forfeiture of the Nomination Fee, except in the event of injury, death or illness of the Lot. Apart from death of a Lot (in which case the Nomination Fee shall be refunded in full), in all cases of alleged injury or illness if the Vendor of his expense produces a Veterinary Certificate, within thirty (30) days from the completion of the sale, confirming the existence of the injury or illness alleged, two thirds of the Nomination Fee shall be refunded. Should the Vendor not produce an acceptable Veterinary Certificate, the Vendor shall pay to the Selling Agent 6.6% (inc. GST) of the median sale price for the Selling Session in which the withdrawn Lot was listed, as liquidated damages, in addition to the Nomination Fee.

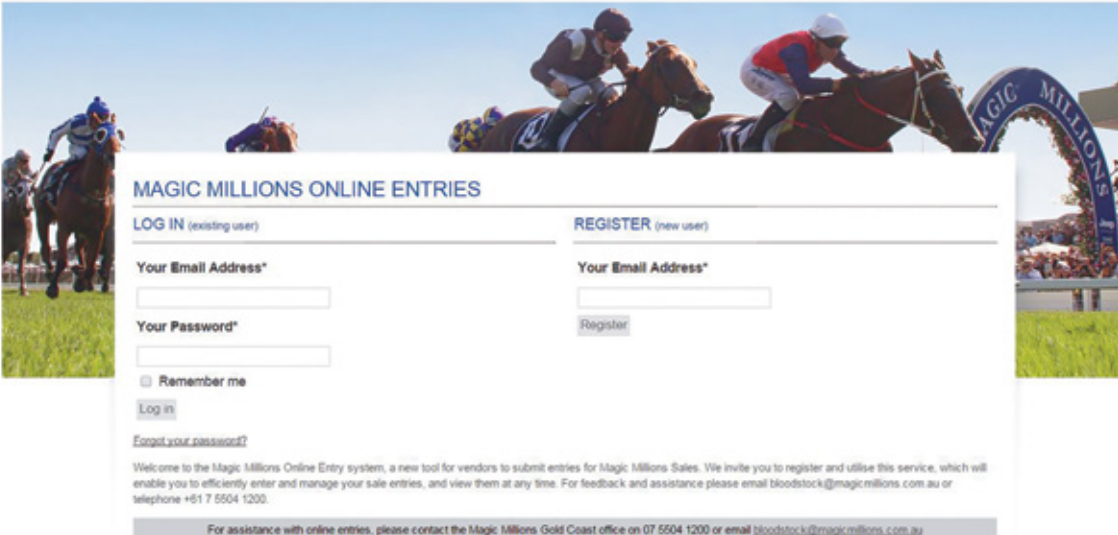
The Vendor acknowledges that by execution of this Nomination Form that the Selling Agent distributes its Sale Catalogue on a worldwide basis to thousands of potential Purchasers who make arrangements to be present at the Sale because of Lots listed in the Sales Catalogue and acknowledges the credibility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

23. Should the Vendor sell privately any Lot accepted for the Sale during the period from the Closing Date for Nominations until sixty (60) days after the Sale (the Agency Period), the Vendor shall promptly pay to the Promoter and Selling Agent an amount equal to the total charges including GST set out in Clauses 9, 10 and 11 of these Conditions.
24. The Vendor shall comply in all respects with the rules of the Sales Complex displayed within the office block of the Sales Complex.
25. In respect of any description used in, or in connection with the Sale the parties hereto agree that the expression "colt" includes rig or crypt orchid, namely male animals in which one or both testes have not descended into the scrotum from the abdomen.
26. Any Lot entered by the Vendor (including its storage by the Selling Agent) shall be at the Vendor's sole risk and expense notwithstanding any negligence on the part of the Selling Agent and the Vendor indemnifies the Selling Agent against all claims, actions, loss, damages, costs and expenses incurred including stabling and feed.
27. The Vendor agrees to be bound by the Conditions of Sale as printed in the Sale Catalogue, including any variations made thereto at the absolute discretion of the Selling Agent.
28. The Vendor shall promptly advise the Selling Agent of any credit arrangements made with a Purchaser of a Lot (which shall be at the Selling Agent's discretion) and shall sign an acknowledgment of such arrangements as directed by the Selling Agent.
29. The Vendor acknowledges that the Selling Agent acts merely as agent for the Vendor and gives no warranty that any Purchaser will complete a purchase in accordance with the Conditions of Sale, nor is the Selling Agent under any liability in respect of the Sale should the Purchaser fail to complete their purchase save as is expressly provided in these conditions.
30. Subject to the Conditions of Sale printed in the Sale Catalogue, if the Selling Agent delivers any Lot to the Purchaser of that Lot prior to the Selling Agent having received payment by cash or otherwise for the Lot, the Selling Agent will use its best endeavours to secure the performance by the Purchaser of its obligation to pay the purchase price and any applicable GST except where:
- 30.1 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;
- 30.2 the Vendor enters into any credit arrangement or terms with the Purchaser;
- 30.3 the Sale is terminated or unenforceable for any reason;
- 30.4 the Vendor agrees to any variation of the normal terms of the contract for the purchase of his Lot (including without limitation terms as to the time for payment) without the prior written consent of the Selling Agent;
- 30.5 the Vendor consents to the delivery of the Lot by the Selling Agent;
- 30.6 the Vendor has not paid any monies due and owing by the Vendor to the Selling Agent on any account whatever.
31. The liability of the Selling Agent pursuant to, or incidental to, its appointment in respect of any Lot shall be limited to the purchase price accepted by the Selling Agent as the price payable less any monies owing to the Selling Agent by the Vendor on any account, including any GST applicable thereon.
32. The Vendor agrees that if the Selling Agent pays to the Vendor any amount in respect of the purchase price and if applicable GST for any Lot prior to the Selling Agent receiving from the Purchaser the full purchase price including any applicable GST of the Lot and/or the honouring of all the bills of exchange tendered in respect 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 bill of exchange or other right held by the Vendor in his own right.
33. The Selling Agent guarantees to the Vendor that payment will be forwarded to the Vendor within forty two (42) days from the end of the Magic Millions 2016 Gold Coast National Sale series, all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot but subject to the Selling Agent's right to withhold payment of all or part of the proceeds of such sale where the Selling Agent concludes that there is a bona fide dispute between the Vendor and the Purchaser as to the Purchaser's obligation to pay for the Lot.
34. The Vendor acknowledges that if the Vendor suffers a loss as a result of a failure by the Selling Agent to account to the Vendor for all or any part of the sale proceeds of the Vendor's Lot, the Vendor does not have a right of compensation from the Claim Fund under the PAMD.
35. The Vendor agrees that the Selling Agent may assign the benefit of all nominations to the Sale to such third person, as the Selling Agent may determine and the Vendor agrees to be bound by the terms of such assignment.
36. 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.
37. The Vendor agrees that the Nomination Fee remains a debt due and payable by the Vendor to the Promoter from the date of nomination (that is to say, at the date when the Lot is nominated) of any Lot notwithstanding the withdrawal of the Lot from the Sale and the Vendor acknowledges and agrees that the only basis upon which he may claim a repayment of the Nomination Fees from the Selling Agent is:
- 37.1 if the Selling Agent cancels the Sale in accordance with Clause 21 of these Conditions, or
- 37.2 if the Lot is rejected in accordance with Clause 17 of these Conditions, or is not included in the Sale Catalogue.
38. The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions, are severable and independent and any monies paid to either of them are payments to which they are entitled in their own right pursuant to these Conditions.
39. In the event that any provision is unlawful or void, the parties agree that these conditions shall be construed so far as is possible so that the unlawful or void portion is an independent promise and is severable from the other conditions. Where such unlawful or void portion relates to any provision for fees or remuneration including if applicable GST then a term will be implied (so far as the law permits) that reasonable remuneration and expenses including if applicable GST will be payable for any services rendered by or on behalf of the Selling Agent to the Vendor.
40. The Selling Agent does not assume any responsibility for exporting horses.
41. The Vendor accepts, confirms and acknowledges the following:
  - 41.1 the Selling Agent accepts no liability for any GST liability arising as between the Purchaser, the Vendor and the ATO in respect of any Lot sold by way of auction or private treaty;
  - 41.2 that each Lot offered for sale will be invoiced with GST added to the sale price in the event that the Vendor is registered for GST; In the event that the horse is purchased by a non-resident who is not registered for GST and that purchaser executes the required Magic Millions Export Declaration Form, the vendor acknowledges that subject to the export provisions as approved by the ATO this horse may be sold on a zero-rated basis at which time no GST will be charged on the invoice.
- 41.3 for the purpose of the GST Law the Vendor, not the Selling Agent, is the "supplier" and is responsible for determining whether the Purchaser is registered or required to be registered for GST purposes and that the Purchaser satisfies the requirements of the ATO as regards the export of a Lot.
42. The Vendor acknowledges that the Selling Agent acts as agent for the Magic Millions Sales Partnership (ABN 99 519 379 694).
43. The Vendor acknowledges that the Selling Agent will make available a Repository at the complex for the purpose of the storing and examination of x-rays. The Vendor further acknowledges the Terms and Conditions of the Repository and agrees to be bound by these Terms and Conditions. The relevant Terms and Conditions will be displayed in the Repository and are available from the Selling Agent on request.
44. The Vendor accepts and acknowledges that prior to executing this Nomination Form, the Selling Agent has advised the Vendor that he should seek independent legal advice before signing this Nomination Form.
45. By executing this Nomination Form, the Vendor hereby appoints the Selling Agent's auctioneer to auction the Lot on behalf of the Vendor. The Vendor acknowledges having received a copy of this Nomination Form and in particular acknowledges his appointment of the auctioneer.
46. In the event that the Selling Agent, for whatever reason, pays to the Vendor, the amount due to the Vendor pursuant to Clauses 5 and 6 of the Conditions of this Nomination Form prior to receiving payment for the Vendor's Lot from the Purchaser, the Vendor assigns to the Selling Agent all the Vendor's interest in the Lot to the Selling Agent or the Selling Agent's nominee.
47. The Vendor acknowledges the existence of the Australian Thoroughbred Sales Code (the "Code"). The Auctioneer recommends that the Vendor acquaint themselves with the Code.
48. Notwithstanding any other term or condition contained in these Conditions of Sale, the Vendor hereby irrevocably authorises and directs the Auctioneer to pay the Auctioneer out of the sale proceeds of any Lot, any amount that may be due and owing to the Auctioneer prior to this Sale. For the sake of certainty, the Vendor assigns to the Auctioneer any irrevocable authority rights in favour of the Vendore where a Lot owned by the Vendor has been submitted for sale at this Sale by a party other than the Vendor. The Vendor appoints the Managing Director of the Auctioneer, from time to time, its attorney to do all things necessary and execute all documents to give effect to these Conditions of Sale.
49. Where the Vendor (in the reasonable opinion of the Auctioneer) is in any way or in any capacity (by virtue of directorship, shareholding, trustee, beneficiary or otherwise) involved with or related to a Purchaser of a Lot offered for sale by the Vendor and the Vendor owes the Auctioneer any monies with respect to that Lot or any other lot, the Auctioneer may, in its absolute discretion, retain all or part of the purchase price paid by the Purchaser and apply the same to the debt owed by the Vendor to the Auctioneer. In such case the Auctioneer 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.
50. The Vendor and the Purchaser indemnify and will keep indemnified the Auctioneer and the Promoter against any claim arising out of any telephone directions or instructions given by the Vendor and/or the Purchaser or their agents, consultants or employees, to the Auctioneer or the Promoter or their agents, consultants or employees, on or before the sale of any Lot where, for any reason, such telephone instructions are misinterpreted or not acted upon, for whatever reason, by the Auctioneer or the Promoter.
51. Notwithstanding Condition 26, all persons who attend the Sale do so entirely of their own risk and neither Magic Millions Sales Pty Limited (ABN 54 078 396 317) nor Magic Millions Promotions Pty Limited (ABN 41 088 197 200) nor their subsidiaries, officers or agents for themselves and for those whom they act, assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur to any person or property.
52. The Vendor accepts and acknowledges and agrees that where a dispute arises between the Vendor and the Purchaser in relation to a Lot, this must be resolved between them only. The Lot cannot be returned to the Auctioneer or its stables.
53. Except as disclosed in writing to the Selling Agent prior to the nomination of the Lot, the Vendor warrants that, in the absence of full and complete disclosure to the selling agent, the Lot has not undergone abdominal surgery of any type (with the exception of the surgical repair of a non-strangulating umbilical hernia), and has not undergone invasive joint surgery, surgery to repair a fracture, or surgical intervention of the upper respiratory tract. If prior to the Sale the warranty provided in the immediately preceding sentence is inaccurate in whole or in part the Vendor will immediately notify the Selling Agent in writing.
54. The Australian Racing Board (ARB) has introduced new Rules completely banning the use of anabolic androgenic steroids in thoroughbred horses effective from 1 May 2014. The Australian Rules of Racing can be viewed at the ARB website [www.australioracingboard.com.au](http://www.australioracingboard.com.au) and are subject to change by the ARB without notice. The Vendor irrevocably authorises the Selling Agent and its veterinary representatives to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock, following the sale of such Lot, to be analysed for the presence of anabolic androgenic steroids as per Condition 38 in the Conditions of Sale.



# HOW TO COMPLETE YOUR SALE ENTRIES ONLINE IN FIVE EASY STEPS!

Go to  **ONLINE ENTRY FORM** on the relevant sale page at [magicmillions.com.au](https://magicmillions.com.au)



**MAGIC MILLIONS ONLINE ENTRIES**

**LOG IN** (existing user)

Your Email Address\*

Your Password\*

☐ Remember me

Log in

[Forgot your password?](#)

Welcome to the Magic Millions Online Entry system, a new tool for vendors to submit entries for Magic Millions Sales. We invite you to register and utilise this service, which will enable you to efficiently enter and manage your sale entries, and view them at any time. For feedback and assistance please email [bloodstock@magicmillions.com.au](mailto:bloodstock@magicmillions.com.au) or telephone +61 7 5504 1200.

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

**REGISTER** (new user)

Your Email Address\*



Register

**Log in or register as a new user.** Simply register with your email address, name, contact telephone number and choose your password – you're ready to start entering online!

When you log in you will see a list of Magic Millions sales that are currently open for entries. If you have started entries during a previous session but not yet submitted them, those entries will appear in a draft status under 'sales entries to complete'.

Click on the name of the sale that you wish to submit an entry for (eg 2016 Gold Coast National Weanling Sale). This will begin your five step process.

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



MAGIC MILLIONS SALE ENTRY

SALE ENTRIES TO COMPLETE

Select a sale to complete and submit the entry

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

To commence a new entry select an open sale

Sale	Complex	Date	Closing Date	Supplementary Closing Date
2015 Perth Winter Yearling Sale Nomination fee: \$880 (inc. GST)	Perth	28 June 2015	8/05/2015	12/05/2015
2015 Perth Winter Thoroughbred Sale Nomination fee: \$550 (inc. GST)	Perth	28 June 2015	8/05/2015	12/05/2015
2015 Gold Coast 2YOs In Training Sale Nomination fee: \$1,100 (inc. GST)	Gold Coast	13, 14 October 2015	31/07/2015	
2016 Gold Coast Yearling Sale Nomination fees: • Book 1 (Wed-Sat): \$2,530 (inc. GST) • Book 2 (Sun): \$1,760 (inc. GST) • Book 3 (Tue): \$550 (inc. GST)	Gold Coast	6, 7, 8, 9, 10, 12 January 2016	7/08/2015	

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

STEP 1: CATALOGUE INFO

Enter the details of the vendor which is to be published in the catalogue index /pedigree page for your horse.

**Tip:** If you are submitting entries under multiple catalogue names (eg Coolmore Stud and Coolmore Stud As Agent for Joe Smith), it is a good idea to group these together and enter each draft separately to save you time. The catalogue vendor info is retained from your previous entry.

STEP 1 CATALOGUE INFO STEP 2 ENTER HORSES STEP 3 ACCEPT CONDITIONS STEP 4 ENTRY FEE STEP 5 REVIEW & SUBMIT

MAGIC MILLIONS SALE ENTRY - CATALOGUE VENDOR INFO

2016 Gold Coast Yearling Sale

CATALOGUE VENDOR INFO Clear

Name of vendor to appear in catalogue\*

Coolmore Stud

☒ As Agent

Owner Name to appear in catalogue (If "As Agent for xxx")

Joe Smith

Address\*

3957 Golden Highway

Suburb\*

Jerry's Plains

State\*

NSW

Postcode\*

2330

Country

Phone\*

02 6576 4200

Mobile

Email\*

info@coolmore.com.au

Back

Continue

## STEP 2: ENTER HORSES

To select the horse you wish to enter in a Magic Millions sale, enter the dam of the horse and select 'search'. A list of progeny from the mare will appear along with their sire and date of birth, from which you can select the correct horse to be entered (eg select 2014 progeny for the 2016 yearling sales).

*Note: if you are entering named stock, you may search by the horse name.*

STEP 1 CATALOGUE INFO > STEP 2 ENTER HORSES > STEP 3 ACCEPT CONDITIONS > STEP 4 ENTRY FEE > STEP 5 REVIEW & SUBMIT

### MAGIC MILLIONS SALE ENTRY - HORSE SEARCH

Enter the name of the dam in the box below labelled "Dam" then click search. This will return a list of progeny of the dam, from which you can choose your horse.

Dam

---

STEP 1 CATALOGUE INFO > STEP 2 ENTER HORSES > STEP 3 ACCEPT CONDITIONS > STEP 4 ENTRY FEE > STEP 5 REVIEW & SUBMIT

### MAGIC MILLIONS SALE ENTRY - SELECT HORSE

Select a horse from the list below by clicking the name.  
If your horse does not appear in this list, [click here](#) to search again, or [here](#) to enter the details of your horse manually.

Name	DOB	Sire	Dam	Microchip
Unnamed (AUS)	9/09/2013	Fastnet Rock (AUS)	Delta Girl (NZ)	985100012039616
Unnamed (AUS)	14/09/2014	Pierro (AUS)	Delta Girl (NZ)	985100012044304
Unnamed (NZ)	29/08/2011	O'Reilly (NZ)	Delta Girl (NZ)	985126000059469

The horse details (colour, sex, sire, dam, dam sire, foaling date and microchip number) will pre-populate into your entry form provided they are returned to the Australian Stud Book.

**Tip:** In the 'Brand Near Shoulder' field, enter the brand index number (not brand description). If you are unsure of the ID, leave the value as '0' and Magic Millions will confirm the brand ID on processing the entry.

STEP 1 CATALOGUE INFO > STEP 2 ENTER HORSES > STEP 3 ACCEPT CONDITIONS > STEP 4 ENTRY FEE > STEP 5 REVIEW & SUBMIT

### MAGIC MILLIONS SALE ENTRY - ENTER HORSE

#### HORSE DETAILS

Category\*

Tier/Book\*

Name

Country (suffix)

Colour\*

Sex\*

Sire\*

Dam\*

Dam Sire\*

Foaling Date\*

Microchip Number

Brand Near Shoulder (Brand Index no)

Brand Off Shoulder

Is this horse a foal share? ☐ Yes ☒ No

#### DISCLOSURES

Complete the remaining required horse details including any disclosures and the property address for inspection of the horse by the Magic Millions Bloodstock team (note: this will be retained for any subsequent entry).

When you continue to the next screen, enter the supplier(s) details for the horse. The supplier(s) is the owner of the horse who will be paid proceeds of the sale and be invoiced for the applicable entry fee.



**Multiple suppliers** for each horse are permitted by adjusting the percentage ownership of each horse. Note: the system will only allow you to submit entries for which suppliers add up to 100% per horse.

Enter the GST applicable for each supplier/horse and the method you wish proceeds to be paid (EFT or cheque).

STEP 1  
CATALOGUE INFO

STEP 2  
ENTER HORSES

STEP 3  
ACCEPT CONDITIONS

STEP 4  
ENTRY FEE

STEP 5  
REVIEW & SUBMIT

MAGIC MILLIONS SALE ENTRY - ENTER SUPPLIER

SUPPLIER DETAILS (MULTIPLE SUPPLIERS PERMITTED)

Clear

Enter the supplier's details below, or you can select a supplier from your list of saved favourites by clicking a name in the list below:

Select a saved supplier...

Percentage ownership of this horse\*

100 % Other shares left to allocate: 100%  
(eg if there is one supplier, you must enter 100%)

Name/Company\*

Joe Smith

Address\*

50 Mary Street

Suburb\*

SYDNEY

State\*

NSW

Postcode\*

2000

Country

Phone\*

0400 000 000

Fax

Mobile

Email\*

joe.smith@gmail.com

IS THE SUPPLIER REGISTERED FOR GST

Yes

ABN\* 57080897005 (enter the ABN of the supplier, with no spaces)

Percentage of GST Ownership\* 100 % (eg if the horse/your share of the horse is to be sold with full GST, enter 100%)

No

PROCEEDS - METHOD OF PAYMENT

EFT

BSB 053380 Clear

Account No. 123456

Account Name Joe Smith

SWIFT Code (for international a/c)

Cheque

COMMENTS

Please enter any comments or extra information you have about the horse

Save this supplier to your favourites. You can use the details you entered here in other entries by selecting this supplier from your favourites.

BackContinue

STEP 1  
CATALOGUE INFO

STEP 2  
ENTER HORSES

STEP 3  
ACCEPT CONDITIONS

STEP 4  
ENTRY FEE

STEP 5  
REVIEW & SUBMIT

MAGIC MILLIONS ONLINE - SALE ENTRY

Sale 2016 Gold Coast Yearling Sale

Catalogue Name Account of COOLMORE STUD, Jerry's Plains, NSW  
(As Agent for Joe Smith)

Address 3367 Golden Highway  
Jerry's Plains NSW 2330

Email info@coolmore.com.au

To change any of the above details, [click here](#)

HORSES IN THIS ENTRY

Add a Horse

Name	Colour	Sex	DOB	Sire	Dam	Share	Action
Unnamed (AUS)	BYBR	C	14/09/2014	Piero (AUS)	Delta Girl (NZ)	100%	<a href="#">Edit</a> <a href="#">Remove</a>

BackFinished adding horses

**Tip:** You may save suppliers to your favourites by selecting the check box at the bottom of the page. This will save you time by retaining address, GST and proceeds information for future entries.

Select 'continue' and you will have the option of adding a further horse entry to the sale. Otherwise select 'Finished adding horses'. You may also edit or remove existing sale entries from this point.

### STEP 3: ACCEPT CONDITIONS

You must tick the check box to confirm you agree to the conditions of nomination for the sale you are entering.

The screenshot shows a progress bar at the top with five steps: STEP 1 CATALOGUE INFO, STEP 2 ENTER HORSES, STEP 3 ACCEPT CONDITIONS (highlighted in red), STEP 4 ENTRY FEE, and STEP 5 REVIEW & SUBMIT. Below the progress bar is the title 'MAGIC MILLIONS ONLINE - SALE ENTRY'. Underneath is the section 'Nomination Conditions' with a link 'Click here to download and view the conditions of nomination for this sale.' Below this is a checkbox labeled 'I have read and agree to the conditions of nomination for this sale', which is checked. At the bottom are two buttons: 'Back' and 'Continue'.

### STEP 4: ENTRY FEE

The supplier(s) will be invoiced for the applicable entry fee once the sale has been catalogued. For the Magic Millions Yearling Sale Series you will receive advice of the sale/session your entry has been accepted into during October. The entry fees for each sale can be seen on the sale list page when you log in to the online entry system.

The screenshot shows a progress bar at the top with five steps: STEP 1 CATALOGUE INFO, STEP 2 ENTER HORSES, STEP 3 ACCEPT CONDITIONS, STEP 4 ENTRY FEE (highlighted in red), and STEP 5 REVIEW & SUBMIT. Below the progress bar is the title 'MAGIC MILLIONS ONLINE - SALE ENTRY'. Underneath is the section 'Entry Fee Payment' with a note: 'The entry fee for this sale will be invoiced to the supplier(s) of the horse at the time of cataloguing. The entry fee is payable to Magic Millions upon receipt.' At the bottom are two buttons: 'Back' and 'Continue'.

### STEP 5: REVIEW & SUBMIT

Review the summary of each sale entry. If you are happy with all of the information you have entered select 'Submit Sale Entry'. If you wish to make changes before submitting select 'Back'.

The screenshot shows a progress bar at the top with five steps: STEP 1 CATALOGUE INFO, STEP 2 ENTER HORSES, STEP 3 ACCEPT CONDITIONS, STEP 4 ENTRY FEE, and STEP 5 REVIEW & SUBMIT (highlighted in red). Below the progress bar is the title 'MAGIC MILLIONS ONLINE - SALE ENTRY'. Underneath is the section 'Review & Submit' with a note: 'The nomination(s) you are about to submit for this Magic Millions sale are listed below. Please confirm all of the details entered are correct before clicking the Submit Sale Entry button. You will received email confirmation of all submitted entries.' Below this is a box containing the following information: 'Account of COOLMORE STUD, Jerry's Plains, NSW (As Agent for Joe Smith)', 'BAY OR BROWN COLT / STALLION', 'Horse 1 (100% GST)', 'Foaled 14/09/2014', 'Banded: 0 nr sh; 6 over 4 off sh', 'Sex: PIERRO (AUS)', 'Dam: DELTA GIRL (NZ)', 'PROCEEDS PAYABLE:', 'Supplier 1: Joe Smith (Share: 100% GST: 100%)', 'BSB: 063380', 'Account No: 123456', 'Account Name: Joe Smith', and 'SWIFT Code:'. At the bottom are two buttons: 'Back' and 'Submit Sale Entry'.

You will receive an email from Magic Millions Bloodstock confirming the details of the entries you have submitted. If you do not receive a confirmation email, please contact Magic Millions to confirm your entries have been received.

You may log off prior to submitting entries and details will be saved for you to resume completing your entries when you next log in. You can also view a summary of submitted entries should you wish to at any stage.

If you require assistance with completing online entries, please telephone 07 5504 1200 or email [bloodstock@magicmillions.com.au](mailto:bloodstock@magicmillions.com.au)



FOR FURTHER INFORMATION OR ASSISTANCE, PLEASE CONTACT:

**VIN COX, MANAGING DIRECTOR**

T 07 5504 1237 | M 0418 471 061 | E [vin@magicmillions.com.au](mailto:vin@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)

**BARRY BOWDITCH, BLOODSTOCK MANAGER**

T 07 5504 1216 | M 0402 280 538 | E [barry@magicmillions.com.au](mailto:barry@magicmillions.com.au)

**PAUL KNIGHT, BLOODSTOCK ADMINISTRATION**

T 07 5504 1211 | M 0410 683 469 | E [paulk@magicmillions.com.au](mailto:paulk@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)

**CLINT DONOVAN, BLOODSTOCK CONSULTANT**

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

**DAVID HOUSTON, MANAGER – WESTERN AUSTRALIA**

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

**TIM BROWN, BLOODSTOCK CONSULTANT – VICTORIA & TASMANIA**

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

**ROWENA SMITH, NSW REPRESENTATIVE & CLIENT LIAISON**

M 0438 431 132 | E [rowena@magicmillions.com.au](mailto:rowena@magicmillions.com.au)

**STEVE DAVIS, BLOODSTOCK CONSULTANT – NEW ZEALAND**

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

**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)

**SYDNEY – BRANCH OFFICE**

Magic Millions Sales Pty Limited, Box 250, 122 Lang Rd, The Entertainment Quarter,  
Moore Park NSW 2021  
M 0438 431 132 | E [rowena@magicmillions.com.au](mailto:rowena@magicmillions.com.au)

**PERTH – BRANCH OFFICE**

Magic Millions Sales Pty Limited, PO Box 448, Belmont, WA 6984  
T 08 9477 2455 | F 08 9477 2488 | E [perth@magicmillions.com.au](mailto:perth@magicmillions.com.au)

**ADELAIDE – BRANCH OFFICE**

Magic Millions Sales Pty Limited, PO Box 100, Park Holme, SA 5043  
T 08 8297 8055 | F 08 8297 2136 | E [adelaide@magicmillions.com.au](mailto:adelaide@magicmillions.com.au)

[www.magicmillions.com.au](http://www.magicmillions.com.au)







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