

NATIONAL YEARLING SALE 28-30 JULY 2020







Finish the season WITH A REAL BANG

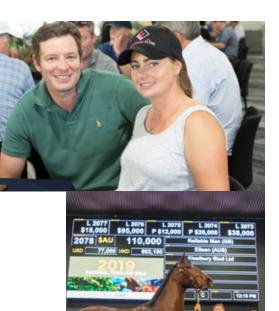




We knew he needed a bit of time and we wanted to give Dundeel every opportunity as obviously his first crop are three-year-olds this year - It has been a bit of a perfect storm in that sense to have him in the last sale of the year. It did exceed our expectations.

John Messara of Arrowfield on selling Lot 2267 for \$850,000 to





"To bring him up here and get that result for Bernie (Howlett) was huge."

Rae-Louise Farmer of Fernrigg Farm achieved the highest price ever for progeny of young sire Rich Enuff

"We came with plenty of firepower and found a good cross section of horses... we took home what we wanted but geez we had to pay for them."

Wayne Hawkes of Hawkes Racing





IN 2019

NEW RECORD TOP PRICE \$850,000

BIGGEST & BEST

BUYERS IN ATTENDANCE

\$14,549,500 UP 29% ON 2018

\$52,130

229
INDIVIDUAL BUYERS FOR 374 HORSES

BIGGEST & BEST
BUYERS IN ATTENDANCE
INTERNATIONAL
SPEND
29%

BOOK 1 AVERAGE UP 22%



COMPLETE YOUR ENTRIES ONLINE NOW! Use the Magic Millions Online Entry facility at magicmillions.com.au

MAGIC MILLIONS 2020 NATIONAL YEARLING SALE

Sire:			Colour:			Sex:	
Dam:			Foaling Date:				/ 2018
Dam Sire:				NS		OS	
Microchip No:			Brands:	Branc	d Index Number		
Session:	Book 1 Book 2			Is this '	Yearling a foal share?	Yes	No
Location for ins	pection (inc phone number):						
State:	Postcode:	Email:					
Contact Name:			F	Phone:			
Name of vendo	r to appear in catalogue:						
Address:							
Suburb:				State:		Postcode:	
Phone:			F	ax:			
Mobile:			E	mail:			
Proceeds of sa	le Cheque: EFT:	If EFT – Account:				BSB:	
Payable to (Only	/ one payee):						
Address:							
Suburb:				State:		Postcode:	
Phone:			F	ax:			
Mobile:				mail:			
Australian Busi	ness Number (ABN):		If	no ABN, p	olease complete the below [Declaration by a no	on GST registered vendor.
How many ow	ners are in the horse?:						
What is the per	rcentage of GST ownership?:					If NIL, please com	nplete declaration below.
hobby, or	pox: (A) The supply is made to you in is wholly of a private or domestic (B) The supply is made by us as an	nature for me.	and the supply is mo	ade in th	e course of an activity	that is a private	recreational pursuit or
	C) I (or the supplier that I represent)	am/is a non-resident who is no	1	rprise in	Australia.		
Signed:			Dated:				
	all of the above details and sign s Nomination Form. NO ENTRY V					NOMINATION	Please DO NOT send
Name:		Signature:			Date:	/	
		OFFICE	E USE ONLY				
A/C CODE:		ENTRY ID:			GST STATUS:		

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MAGIC MILLIONS 2020 NATIONAL YEARLING SALE

Sire:			Colour:			Sex:	
Dam:			Foaling Date:				/ 2018
Dam Sire:				NS		OS	
Microchip No:			Brands:	Branc	d Index Number		
Session:	Book 1 Book 2			Is this '	Yearling a foal share?	Yes	No
Location for ins	pection (inc phone number):						
State:	Postcode:	Email:					
Contact Name:			F	Phone:			
Name of vendo	r to appear in catalogue:						
Address:							
Suburb:				State:		Postcode:	
Phone:			F	ax:			
Mobile:			E	mail:			
Proceeds of sa	le Cheque: EFT:	If EFT – Account:				BSB:	
Payable to (Only	/ one payee):						
Address:							
Suburb:				State:		Postcode:	
Phone:			F	ax:			
Mobile:				mail:			
Australian Busi	ness Number (ABN):		If	no ABN, p	olease complete the below [Declaration by a no	on GST registered vendor.
How many ow	ners are in the horse?:						
What is the per	rcentage of GST ownership?:					If NIL, please com	nplete declaration below.
hobby, or	pox: (A) The supply is made to you in is wholly of a private or domestic (B) The supply is made by us as an	nature for me.	and the supply is mo	ade in th	e course of an activity	that is a private	recreational pursuit or
	C) I (or the supplier that I represent)	am/is a non-resident who is no	1	rprise in	Australia.		
Signed:			Dated:				
	all of the above details and sign s Nomination Form. NO ENTRY V					NOMINATION	Please DO NOT send
Name:		Signature:			Date:	/	
		OFFICE	E USE ONLY				
A/C CODE:		ENTRY ID:			GST STATUS:		

CONDITIONS OF NOMINATION - MAGIC MILLIONS 2020 NATIONAL

Auctioneer's Licence No.: 2005419

The Selling Agent is licensed under the PAMD to conduct auctions of livestock; In these Conditions of Nomination: "ARR" means the Australian Rules of Racing as adopted, administered and amended by RA from time to

ine;
ASB' means the Australian Stud Book which is the official record and publication of thoroughbred
alcodines for horses in Australia;
ATO' means the Australian Taxation Office;
EU' means European;
GUPPP: means the EU General Data Protection Regulation which came into effect on 25 May 2018;
GSI' has the meaning gluen to if in the GST Act;
GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Clft) as amended from time to
inter

Tof means a horse, including a gelding, cotil, filly or mare (and includes one or more lat) to be nominated for the Sale by the Vendor on the Official Nomination Form; "Magic Millions Export Declaration Form" means the export declaration form prescribed by and available upon request from the Salind Agent not are required by the SGT Act; "NDB" means the Privacy Amendment (Notificable Data Breaches) Act 2017 which come into effect on 22

Nomination Fee" means the fee, if any, set out in the Official Nomination Form,

February 2018

**Mornination Fed means the fee, if any, set out in the Official Nomination Form;

**Official Nomination Form means the standard official nomination form nominates by the Selling Agent form time to time accopy of the current form of which is altanched to hese Conditions of Nomination and available within the online entries facility faceted on the Selling Agents and the Promoter's website;

**PAMD" means the Property Agents and Motor Declars Act 2000 and as amended from time to time;

**Pambary framers Magita Millions Sales Partmesthip (28N 99 51 9 379 694);

**PRAM" means the Pessonal Property Securities Add 2009 which took effect on 30 January 2012 and as amended from time to time;

**PPSK" means the Principal Robring Authority in each state and tentrol yin Justralia which control, regulate and supervise accing in each state and tentroly in Australia which control, regulate and supervise rocking in each state and tentroly in Australia with approval of but subject to RA.

**Promoter' means though Millions Promotions Pyth Lid (RAM 1 408 81 97 200) or any other party identified in the Sale Caladague or other documentation issued in respect of the Sale and the Rasil and the Rasil and active or systems or the Sale or of a Caladard variety in Australia, responsible for the government verose series in association with which the Sale is conducted;

**RAF means Robring Australia which is the peak national administration body for thoroughhead rocking in Australia, responsible for the government of the RASil man effort to essure workflow debest procioes standards of integrity and animal waterias. Each PRA is a member of RA:

**ResSiff means the miles of the Australian subt book as deministered by the Sale from time to inserve workflow with as set of an integral and the Sale;

**Repository Conditions' means the conditions of entity into the Repository of the service of which with as set of an integration of a consess and inspection as dispited at the Repository;

Sale feets to any one or more of the fol

suggest on the verticor's nights of withindown, oriested for soile by way of audition conducted by the selling Agent:

The Magoi, Millions 2020 National Yearling Sale, to be held at the Gold Coast Sales Complex, Bundall, Queersland, from the 28th day to the 30th day of July, 2020.

"Sale Catologue" means the catalogue to which the Sale relates, and which includes the Lot;

"Salling Agent" means Magic Millions Sales Ply Ltd (ABN 54 078 396 317) howing auctioneers and agents license number 2005-819 and includes its officers and agents;

"TAK" means the Thoroughthed Breeders Austratio Limited (ABN 34 0034 322 28);

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

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APPOINTMENT OF PROMOTER

The Vendor organish that of a verticing, marketing and promotion in respect of the Sale (including the Lat in it) will be contied out by the Promoter, a company engaged in the business of promoting and marketing throughout the world, thoroughberd sales, roses and related events, as well as performances, exhibitions, social events, contenences and events in the general entertainment industry and the Vendor heady continues the Promoter's appointment and role in that behalf by the Saling Agent.

VENDOR'S APPOINTMENT OF THE SELLING AGENT

- NES APPOINTMENT OF THE SELLING AGENT
 The Vendor (subject to his compliance with these Conditions of Nomination) hereby appoints and
 outhorises the Selling Agent to:
 Act as the sole and exclusive agent of the Vendor to sell the Vendor's Lot at the Sole, or prior, or
 subsequent, thereto with the Vendor's consent, where the Lot is not sold at the Sole, privately and outside
 of the outsion at a price nominated by the Vendor of any time from the close of nominations to a date
 of the outsion at a price nominated by the Vendor of any time from the close of nominations to a date
 say (20) days after the Sole; and these Conditions of Normination shall apply insofter as is possible, to
 such private Sole;
 Collect the full or any part of the purchase price including, if applicable, any GST for the Lot on behalf of
 the Vendor by means of cosh, personal cheque, or otherwise by the Selling Agent at the Selling Agent's
 discretion:

- shoulded discretion, and so the country of the coun
- the remedy of the Purchaser shall be against the venour una non-unaction.

 Selling Agent,
 Accept the recession of any sale, allow any purchaser on extension of time for payment, or agree to any
 vaniding of the conditions of sale as printed in the Sale Catalogue on behalf of the Vendor should the
 Selling Agent decide in its absoluted exception that any such colon is justified,
 Bid up to the reserve price as set by the Vendor vilhout incurring any liability to the Vendor in the event
 of the Lot not selling for an anount equal to a less than the reserve price.

 The Vendor agrees that the Selling Agent reserves the right toreject only nomination at only time for such reasons as the Selling Agent and idean appropriate, in its sole
 discretion, and the Selling Agent shall then return any Nomination fee pold only if the rejection is without
 reasonable couse;

- discretion, and the Selling Agent shall then return only Normination bee para any in the repection is will waiter reconstructions. Determine the order of sole of all norminations and acceptances for the Sole; Assign shabiling facilities in its sole discretion and the Selling Agent shall have no obligation to assign the same or similar stabiling facilities which may have been assigned to the Vendor at previous soles; Set a minimum bid (quest price) for the horses sold in this Sole, in its sole discretion; Retuse to sell any horse by auction if the Selling Agent has knowledge that the soid horse has been sold privately prior to the Sell.

 The Selling Agent shall pay the proceeds of the sole including any applicable SCT to the person or persons morinated as the person to be poid such proceeds, on the Official R Normination Form, whose receipt shall be a sufficient discharge of the Selling Agent's obligations in respect of such proceeds. All norminations for the Selling and the Selling Agent's obligations in respect of such proceeds. All norminations for the Selling and Selling Agent's obligations in respect of such proceeds. All anominations for the Selling and Selling Agent's obligations in respect of such proceeds. The Selling Agent's obligations is the selling Agent's obligations in respect of such proceeds. The Selling Agent's obligations is the Selling Agent's obligations in respect of such structures the selling Agent's obligations in respect of such proceeds. The Selling Agent's obligations is the Selling Agent's obligations and the Selling Agent's
- cutilibility to the Vendor executing the Official Nomination Form, or agreeing to the Conditions of Nomination via the Selling Agent's conline entries facility, prior to the offering for sale of the Lot by the Selling Agent, the Selling Agent is exempted from the requirement of Chapter 12 of the PAMD from maintaining a hust account for the deposit of the proceeds of sale of the Vendor's Lot and the Vendor acknowledges the

COMMISSIONS DUE TO THE SELLING AGENT

- SSIONS DUE TO THE SELLING AGENT The Vendor will poly the following amounts to the Selling Agent-. A commission at the rate of 6.6% (inclusive of GST) on the Lot sold or bought book by the Vendor; or Sove that in the event the Lot, which is a 'Yeorling, is sold or bought book 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 Sale; or in the event that the Lot is not sold or bought book by the Vendor, a commission at the rate of 2.75% (inclusive of GST) on the Reserve Price of any passed at Lot.

FEES AND CHARGES DUE TO THE PROMOTER

- The Vendor will pay the following fees and charges to the Promoter in respect of its promoting and marketing of the auction sale and the race series:-
- Transming or the Qualitative that the filter settless:

 A promotional fee equivalent to an amount being 4.4% (inclusive of GST) of the purchase price of the Lot sold or bought back by the Vendor, for the Sale and;

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

- The Nomination Fee (including GST) will be invoiced by way of a written acceptance of the Lot into the 9.3
- sole unit, The Nomination Fee (including GST) must be paid for in full within fourteen (14) days of invoicir The Vendor will not be entitled to any retund in respect of any payment pursuant to these Cond Nomination for the Promoter sove as is expressly provided in these Conditions of Nomination.

TBA LEVY

The Vendor hereby irrevocably authorises the Selling Agent to deduct a marketing levy on behalf of the TBA in the amount of 0.385% (inclusive of CST) of the purchase price of the Lot sol or bought back by the Vendor. The moderating lay will be forwarded by the Selling Agent to the TBA within forly-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

- R'S OBLIGATIONS AND WARRANTIES
 The Lot occepted for the Sole shall be submitted to the representatives of the Selling Agent for inspection and each Lof must meet the requirements of the ASB of the Vendor's cost and expense. The Vendor's shall indemnity and breaty indemnities the Selling Agent agent against any claim by a Purchaser or any other person arising out of the Vendor's foilure to comply with the ASB requirements (including any poyment of these and GST displicable). The Vendor's compliance with the ASB requirements in the Vendor's action of the Selling Agent is entitled to a reasonable the for any work done to ensure the Vendor's compliance with the ASB requirements. The Vendor's allow that the Vendor's and the Vendor's and the Vendor's not deliver such documents to the Selling Agent of the Control of the Control of Vendor's cost and expense. The Vendor's hall be responsible for venlying the accuracy of all information published in the Selling Agent of the Vendor's cost and expense. The Vendor's hall be responsible for venlying the accuracy of all information published in the Selling Agent and any Purchaser the accuracy of such information except where the Vendor on tellists the Selling Agent and any Purchaser the accuracy of such information except where the Vendor on the first the Vendor's total for the Vendor's total formation from the Vendor's total formation for the Vendor's total to the Vendor's total conditions of the Vendor's total conditions of the Vendor's total conditions to the Vendor's total conditions of the Vendor's total conditions the Vendor's total conditions to the Vendor's total conditions the Vendor's total conditions to the Vendor's total conditions the Vendor's total conditions to the Vendor's total conditions the V

- obsolute discretion. The Vendor warrants to the Selling Agent that the person completing and submitting the Official Normination Form is duly authorised to complete and submit the Official Normination Form on behalf of the Vendor and, corry out all the obligations of the Vendor as set out in the Normination Form and provide the Vendor warranties set out in the Official Normination Form. The Vendor or his duly authorised representative shall be present at the Sale venue at all times during which the Sellis is being conducted and shall immediately correct any incorrect statements or representations made by the Selling Agent regarding the Lot for which the Vendor or Vendor's agent is responsible, failing which correction the Vendor's all well seemed to authorise the statement and warrant to the Selling Agent and any Purchaser the fruth of any statements or representations made by the Selling Agent.
- responsable, failing which correction the Vendor's stall be deemed to authorise the statement and warrant to the Selling Agent and any Purchaser the furth of any statements or representations made by the Selling Agent.

 The Vendor will produce for the Sale the Lot without any obvious physical defects. Should the Selling Agent be of the opinion that the Lot is not suitable for sale, it has the right of it is obsolute discretion, to reject and withdraw the Lot timon the Selle, remove in from the grounds, and consign if to the address of the Vendor or sto pepeas on the Official Normitation Form, of the Vendor's as found expense.

 Subject to Condition 15 of these Conditions of Normitation, the Vendor warrants to the Selling Agent than its is the true owner of the Lot formitated for the Sole or is duly authorised to state the Lot on the owner's behald and that he is able to transfer good title to the Lot free from any mortgage, lien, change, bill of sole (whether registeer or not) or security interest as defined in the PFSA, and any other adverse interest or encumbrance except where such interest has been notified in writing to the Selling Agent to project in Selling Agent to register its interest in the Lot angient the Lot and the Vendor to secure poyments owner to the Selling Agent to register its interest in the Lot angient the Lot and the Vendor to secure poyments owner to the Lot selling Agent to register its interest in the Lot angient the Lot and the Vendor to secure poyments owner to the Lot is a company, the Vendor warrants and represents to the Selling Agent to the Vendor to a company, the Vendor warrants and represents to the Selling Agent to the Vendor or some of the Lot is a company, the Vendor warrants and represents the Selling Agent than the red and the Vendor or some of the Lot is a company, the Vendor warrants and represents that the Lot is being sold in the PGPA affecting the Lot. The Vendor warrants and represents that the Lot which is a made has not had one or obtined to the Selling Agent to the

- dor shall comply in all respects with the rules of the Sale complex displayed within the office block
- at the soile complex.

 In respect of any description used in, or in connection with the Sale the parties hereto agree that the expression 'cold includes rig or crypt orchid, namely made animals in which one or both testes have not descended into the scrotum from the abdomen.

 The 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 stolling and feed.

- the Seling Agent against all cidims, dictions, loss, damages, costs and expenses incurred including stabiling and feed.

 The Vendor agrees to be bound by the conditions of sole as printed in the Sole Catalogue, including any variations made therefor at the absolute discretion of the Selling Agent.

 The Vendor shall promptly obtice the Selling Agent of any credit arrangements made with a Purchaser of the Lof (which eath be at the Selling Agent of any credit arrangements made with a Purchaser of the Lof (which eath be at the Selling Agent of any credit arrangements as directed by the Selling Agent and streetlen) and shall sign an actionovietigement of such arrangements as directed by the Selling Agent and streetlen's and shall sign an actionovietigement of such arrangements as directed by the Selling Agent and streetly as agent for the Vendor and gives no worrangements as directed by the Selling Agent and streetly as agent for the Vendor and gives no year purchaser and the Conditions of the Selling Agent and the Selling

- Selling Agent; The Vendor consents to the delivery of the Lot by the Selling Agent; The Vendor has not paid any monies due and owing by the Vendor to the Selling Agent on any account
- whethere. The leading Agent pursuant to, or incidental to, its appointment in respect of the Lot shall be limited to the purchase price accepted by the Selling Agent as the price popuble less any monies owing to the Selling Agent by the Vendor on any account, (including amounts due and awing by the Vendor to the Selling Agent for any lot on any provious salc conducted by the Selling Agent by the Vendor to the Selling Agent for any lot on any provious salc conducted by the Selling Agent purches the Vendor has appointed the Selling Agent os its selling agent) including any GST applicable thereon. The Vendor agrees that if the Selling Agent pays to the Vendor any amount in respect of the purchase the full purchase price including any applicable GST of the Lot and/or the thonouring of all security interests and promises and undertakings in forwar of the Selling Agent lendered in respect therefor, the Vendor shall immediately execute and deliver to the Selling Agent and selling the spect of the Lot and / or any security interests and promises and undertakings in flovour of the Selling Agent or other right held by the Vendor in his own right.

- interests and promises and underlobings in flowor of the Selling Agent or other right held by the Vendor in his own right.

 The Selling Agent quarantees to the Vendor that payment will be forwarded to the Vendor within forly two (42) days from the last day of the Sols, all monies due and owing to the Vendor pursuant to the sole of the Vendor's Lot but subject to the Selling Agent's right to withhold poyment of all or part of the proceeds osus asis where the Selling Agent concludes that there is a born of ted singular between the Vendor and the Purchaser so the Purchaser's obligation to pay for the Lot.

 The Vendor advantedges that if the Vendor surfles or loss or result of a foliuse by the Selling Agent to account to the Vendor for all or any part of the purchase price for the Lot, the Vendor does not have a right of compression under the PAMD. Appointment of Agent by Purchaser: indemnity with respect to directions and instructions on or before day of sole:

 The Vendor accounts and one of the Vendor's Lot on behalf of the Purchaser was oppointed the Auctioneer or another third party agent to the Auctioneer of earther starmed with the proprintend of agent the Auctioneer or another third party agent to the Auctioneer or enother third party agent color good to the Auctioneer or enother third party agent color good to the Auctioneer or enother third party agent color good to the Selling the Auctioneer or enother third party agent color good to the Open Agent and the Auctioneer or enother third party agent color good to the Selling Agent to describe the Auctioneer or enother third party agent color good to the Selling Agent to the Auctioneer or enother third party agent color and the Purchaser.
- active year acting of the System was the various of the Vendor and the Purchaser indemnify and will keep indemnified the Auctioneer and the Promote against any claim arising out of any directions or instructions given by the Purchaser or its agents

- consultants or employees, to the Auctioneer or their agents, consultants or employees pursuant to Condition 36.1, on or before the sale of any Lot where, for any reason, such directions and / or instructions are misinterpreted or not acted upon by the Auctioneer.
- instructions are infinitelyieused of tot obeed upon by the solutioned. The Nendor agrees to indemnify and hereby indemnifies the Selling Agent against all loss, damage, costs and expenses of whotever 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 as set out in
- venour's non-compainties with any or the Londinizar of information of the containors or use as set out in the Sale Cubology.

 The Vendor orgiese that the Nominiotion Fee remains a debt due and poyable by the Vendor to the Selling Agent from the date of normination (that is to say, at the date of execution by the Vendor of the Official Nomination Form) of the Lot notwithstanding the withdrawal of the Lot from the Sale and the Vendor odore from the Sale and pager its:

 If the Saling Agent concels the Sale in accordance with Condition 22 of these Conditions of Nomination, or

- the Selling Agent conceis the Sole in occordance with Condition 22 of these Conditions of Nomination, or
 if the Selling Agent conceis the Sole in occordance with Condition 18 of these Conditions of Nomination
 or is not included in the Sole Catalogue.
 The Vendror acknowledges that the duties and rights of the Selling Agent under these Conditions of Nomination
 or is not included in the Sole Catalogue.
 The Vendror acknowledges that the duties and rights of the Selling Agent under these Conditions of Nomination, one sewerable and independent and any monies poid to either of them are payments to which
 they are entitled in their own right prusuant to these Conditions of Nomination.
 In the event that any provision is unlawful or void, the parties agree that these Conditions of Nomination
 shall be construed so for as is possible as that the unlawful or void portion is an independent promise
 and is severable from the other conditions. Where such univaled or void portion relates to any provision
 for less or remuneration and expenses including if applicable GST that o term will be implied (so for as the two provisions
 that reasonable remuneration and expenses including if applicable GST that o the propriet for any services
 rendered by or on behalf of the Selling Agent to the Vendor.
 The Selling Agent does not assure any responsibility for exporting horses.
 The Vendor accepts, agrees and acknowledges the following:
 The Selling Agent accepts in cliability for any GST liability arising as between the Purchaser, the Vendor
 and the ATO in respect of the Lot sold by wary of auction or private treaty.
 That each Lot offered for sole will be invoiced with GST added to the purchase grice in the event that
 the Vendor is registered for GST; in the event that
 the Vendor is registered for GST; in the event that
 the Vendor is registered for GST; be the expent purchase is a purchased by a non-resident who is not
 registered for GST and the purchaser excellents of the ATO as registered for GST purchase and
 the purchase

- Agent has oxides the Vendor had the should seek independent legal oxide before signing the Official Namination Form.

 Agent has oxides the Vendor and the should seek independent legal oxide before signing the Official Namination Form.

 By executing the Official Namination Form, the Vendor hereby appoints the Selling Agent's auctioneer to auction the Lot on behalf of the Vendor. The Vendor acknowledges his poyer greezieved a copy of the Official Namination Form and in practical oxideoxivedges his polymenter of the auctioneer.

 In the event that the Selling Agent, for whatever reason, poys to the Vendor, the amount due to the Vendor pursuant to Conditions 4 and 6 of these Conditions of Namination prior to receiving proyment for the Vendor's Lot from the Purchaser, the Vendor assigns to the Selling Agent at the Vendor's interest in the Lot to the Selling Agent of the Selling Agent and the Vendor's interest in the Lot to the Selling Agent and the Selling Agent and the Vendor's interest in the Lot to the Selling Agent and the Vendor's interest in the Lot to the Selling Agent and the Vendor's interest in the Lot to the Selling Agent and the Vendor's interest in the Lot to the Selling Agent and the Selling Agent and the Vendor's interest in the Lot to the Selling Agent and the Vendor's interest in the Lot to the Selling Agent and the Vendor's interest in the Lot to the Selling Agent and the Vendor's interest in the Lot to the Selling Agent and the Vendor's lot the Selling Agent and the Vendor's Interest in the Selling Agent and the Vendor's Interest in the Vendor's Interest in the Vendor's Interest in the Selling Agent and the Vendor's Interest in the Lot own of the Selling Agent and the Vendor's Interest in the Lot own of the Selling Agent and the Vendor's Interest in the Lot own of the Selling Agent and the Vendor's Interest in the Lot of Interest in the Vendor's Interest in the Lot of Interes
- Promoter.

 Notwithstanding any condition contained in the conditions of sale as printed in the Sale Catalogue, all persons who aftend the Sale do so entirely of their own risk and neither the Selling Agent, nor the Promoter, nor their subsidiaries, officers or agents for themselves and for those whom they out, assume or accept any responsibility or liability of whatever nature for any injury or damage whatseever which may occur to any person or properly.

 The Vendor accepts and elaconivedges and agrees that where a dispute arises between the Vendor and the Purchaser in reddict to the Selling Agent or its statiles.

 Except as displayed in writins to the Selling Agent prior to the acceptance of the Let The Manage of the purchaser.
- the Futuroster in redion to the Lot, their estables between them only. The Lot connot be returned to the Selling Agent of its stables.

 Except as discbsed in writing to the Selling Agent prior to the nomination of the Lot, the Vendor warrants but, in the observe of full and completed discbserve to the Selling Agent, the Lot has not undergone abdominal surgery of any type (with the exception of the surgical repoir of a non-strangulating unablication of the prior to the control of the surgery of any type (with the exception of the surgical repoir of a non-strangulating unablication them), and these not undergone insubserp in insurance, any after the suitability or racing future of the Lot if prior to the Sole the warranty provided in the immediately precising sentence is inoccurate, in whole, or, in part, the Vendor will immediately notify the Selling Agent in writing, in accordance with the ARP the use of anobloic androgenic steroids in throroughted horses is bonned. The ARP can be viewed of the RA weeksle www.nongoustation.inser and are subject to change by RA without notice. The Vendor invexoodly authorises the Selling Agent and its veterinary representatives to take a blood sample from the Lot, that is not activatiogue in the Sale as breading stock, following the sale of the Lot, to be analysed for the presence of anobolic androgenic Selroids as per the conditions of sale aprinted in the Selo Caldiague.

 The Vendor warrants the Lot has not been administered with bisphosphonates. If prior to the Sale the warranty provided in the immediately preceding sentence is inoccurate, in whole, or, in part, the Vendor wall immediately notify the Selling Agent in writing.

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

- The Selling Agent and the Vendor acknowledge the existence of the Mail, the mean who was the prince of parties. Further to the above, the Vendor irrevocably authorises the Selling Agent to obtain a report about the Vendor's consumer or creatl worthiness from any credit reporting agency or commercial credit reporting vendor's consumer or creatl worthiness from any credit reporting agency or commercial credit reporting.
- business.

 The Selling Agent reserves the right to contact third parties and the Vendor irrevocably authorises those third parties to provide all information of the type referred to above as requested by the Selling Agent.

 The NDB came into effect an 22 February 2018 and the GDPR came into effect on 25 May 2018.

 The purpose of the NDB was to set up a scheme whereby the Selling Agent and the Pornoter, and their associated entitles, must take certain measures where there is unauthorised access to, unauthorised disclosure of roles of, personal sensitive information of the Vendor. The intention of the NDB is to ensure that parties hodding personal data facel all resonably necessary intendis security measures to ensure that the access, disclosure or loss does not result in serious harm to any of the individuals to whom the information relates.

 The purpose of the GDPR was to protect the data privacy for all EU citizens. If a party processes data about individuals in the context of selling goods or services to EU citizens, the GDPR must be compiled with.
- The Selling Agent and the Promoter will do all things reasonably necessary to implement processes to protect unauthorised access to, unauthorised disclosure of, or loss of, personal information relating to the Vendor.
- protect unulmbrosed access by, unulmbrosed accessive, or loss of, personal information reading to the Verdor.

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

 The Vendor accepts, acknowledges and agrees that the Selling Agent and the Promoter collect information that is personal to the Vendor without must be provided to the relevant authorities, such as RA and its members, and, in some casss, legal enforcement and government bodies and agencies and third parties that might have on interest, direct or otherwise, in the LOT. The Vendor vibrular releasing the Selling Agent and the Promoter, and their associated entities, from their obligations under the NDB and thee CPPR) invectorally undhroses the Selling Agent and the Promoter, and their associated entities, from their obligations under the NDB and these personal information relating to the Vendor as anticipated by these Conditions of Nomination. By otherating the Selling Agent and Promoters and the Conditions of Nomination. By otherating the Selling Agent and Promoters of the NDB by otherating the Selling Agent and Promoter in their acceptance of the NDB by and the Conditions of Nomination. By otherating the Selling Agent and / or the Promoter, exist or "op out," withdraw consent or unsubscribe. The Selling Agent and the Promoter have uputded their privacy policy on the Selling Agent and the Promoter have uputded their privacy and cookies policy because of the NDB and the GOPR. The Vendor is strongly advised to read the full privacy policy on the Selling Agent and the Promoter have uputded their privacy policy on the Selling Agent as and the Promoter where uputded their privacy policy on the Selling Agent as and the Promoter where uputded their privacy policy on the Selling Agent as and the Promoter where uputded their privacy policy on the Selling Agent as and the Promoter where uputded their privacy policy on the Selling Agent as and t

FURTHER LEGISLATION

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



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