



MAGIC
MILLIONS

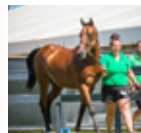
ADELAIDE YEARLING SALE

9-10 March 2021

MORPHETTVILLE SALES COMPLEX, SOUTH AUSTRALIA

BOOK 1 Tuesday 9 March | Nomination Fee: \$1,430 inc GST
BOOK 2 Wednesday 10 March | Nomination Fee: \$990 inc GST

NOMINATIONS CLOSE FRIDAY 14 AUGUST 2020



In 2020

CONSISTENT
80+%
BOOK 1
CLEARANCE FOR
8YRS



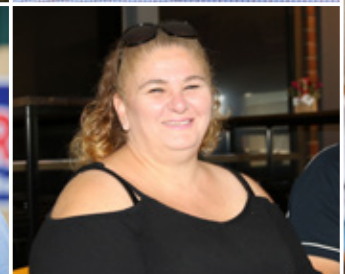
TOP PRICE OF
\$270,000



DIVERSE BUYING
BENCH
7
STATES/TERRITORIES



AND
8
COUNTRIES



“The inspections have been very, very good. I don't think we've seen a buying bench so strong in Adelaide judging by the people on the grounds.”

David Toole, Kambula Stud

“In recent years we've very much taken note of the fact that you can get very good money in Adelaide. If you bring a quality horse to Adelaide the rewards are there and the buyers are there to support it. We're very much going to target the sale in the coming years with top quality horses.”

James Ferguson, Bell River Thoroughbreds

“It's just fantastic, it's absolutely brilliant. It definitely exceeded our expectations and we are thrilled to bits; he spent more time out of his box than in it over the past few days.”

Kerrie van Tijn, Squillani Park on selling the top lot of day one.

“I wish I had been coming here a lot earlier.”

Ian Smith, Edinburgh Park

“It definitely exceeded our expectations and we are thrilled to bits...”



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

MAGIC MILLIONS 2021 ADELAIDE YEARLING SALE

Sire:	<input type="text"/>	Colour:	<input type="text"/>	Sex:	<input type="text"/>
Dam:	<input type="text"/>	Foaling Date:	<input type="text"/> / 2019		
Dam Sire:	<input type="text"/>	Brands:	<div>NS OS</div> <div>Brand Index Number</div>		
Is this Yearling a foal share: YES <input type="checkbox"/> NO <input type="checkbox"/>					
Microchip N°:	<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 pre-sale inspection (property name & address):		<input type="text"/>
State:	<input type="text"/>	Postcode: <input type="text"/> Email: <input type="text"/>
Contact Name:	<input type="text"/>	Phone: <input type="text"/>

Name of vendor to appear in catalogue:		<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"/>

Proceeds of sale	Cheque: <input type="checkbox"/>	EFT: <input type="checkbox"/>	If EFT – Account:	<input type="text"/>	BSB: <input type="text"/>
Payable to (Only one payee): <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 below Declaration by a non GST registered vendor.
How many owners are in the horse?:	<input type="text"/>	
What is the percentage of GST ownership?:	<input type="text"/> If NIL, please complete declaration below.	

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

Name:	<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 2021 ADELAIDE YEARLING SALE

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Dam Sire:	<input type="text"/>	Brands:	<div>NS OS</div> <div>Brand Index Number</div>		
Is this Yearling a foal share: YES <input type="checkbox"/> NO <input type="checkbox"/>					
Microchip N°:	<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 pre-sale inspection (property name & address):		<input type="text"/>
State:	<input type="text"/>	Postcode: <input type="text"/> Email: <input type="text"/>
Contact Name:	<input type="text"/>	Phone: <input type="text"/>

Name of vendor to appear in catalogue:		<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"/>

Proceeds of sale	Cheque: <input type="checkbox"/>	EFT: <input type="checkbox"/>	If EFT – Account:	<input type="text"/>	BSB:	<input type="text"/>
Payable to (Only one payee): <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"/>			

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

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

CONDITIONS OF NOMINATION - MAGIC MILLIONS 2021 ADELAIDE YEARLING SALE

Auctioneer's Licence No.: 2005419

- The Selling Agent is licensed under the PMAD to conduct auctions of livestock.
- In these Conditions of Nomination:
- "**AAT**" means the Privacy Act 1988 (Chc) as amended from time to time;
 - "**ASB**" means the Australian Rules of Racing as adopted, administered and awarded by RA from time to time;
 - "**ASR**" means the Australian Stud Book which is the official record and publication of thoroughbred bloodlines for horses in Australia;
 - "**AOT**" means the Australian Taxation Office;
 - "**Auction Order**" means the time and date at which an Online Auction Sale shall close for bidding as displayed on [www.magnificoms.com.au](#);
 - "**Auction Open**" means the time and date upon which an Online Auction Sale will open for bidding as displayed on [www.magnificoms.com.au](#);
 - "**Ban**" means the barring, disallowing, placing an embargo on, forbidding, prohibiting, restricting or stopping (or a variation thereof) a Lot or a barrier between two members, breeding or other rights, racing or vice versa behaviour or any other reason imposed by a PRA or any domestic or international legally appointed and existing thoroughbred horse racing authority, other than as disclosed by the Vendor to the Selling Agent as required by these Conditions of Nomination and because thereof, the racing or breeding prospects of a Lot is adversely affected. A Ban on a Lot does not include a ban on a filly or mare that has been offered for the Sale only as a broodmare and not a racing prospect. For the purposes of this definition, "prospect" includes a foal born to a dam who is a racing prospect or a current or potential hearing injury; expired, overruled, suspended or under appeal;
 - "**Coder**" means the Australian Thoroughbred Sales Code of Conduct as amended from time to time;
 - "**Complex**" means the complex of which the Sale is to be conducted;
 - "**Conditions of Sale**" means the conditions of sale relating to the purchase and sale of the Lot nominated for the Sale, and its terms, and binding the Selling Agent, the Promoter, the Vendor and the Purchaser, to be included in the Sale Catalogue;
 - "**DPIF**" means the national Department of Primary Industries and Fisheries;
 - "**EQU**" means equine influenza and any mutations, strains or variations thereof from time to time;
 - "**EU**" means European;
 - "**GST**" means the GST General Data Protection Regulation which came into effect on 25 May 2018;
 - "**GST**" has the meaning given to it in the GST Act;
 - "**GST Act**" means A New Tax System (Goods and Services Tax) Act 1999 (Chc) as amended from time to time;
 - "**Inspired Vain**" means a Lot which has inspired sight in one or both eyes, and which, is sold exclusively as a stud sire and/or broodmare and no racehorse prospect but does not include, specifically, any other type of Lot including, but not limited to, a broodmare;
 - "**Invasive Surgery**" means invasive joint surgery, surgery to repair a fracture, surgical intervention of the upper respiratory tract, abdominal surgery of any type (with the exception of the surgical repair of a non-strangulating inguinal hernia), if a male, the removal or one of both testicles, or any other surgical procedure that may affect the stud sire or broodmare's fertility or reproductive capability, or any combination of those procedures, including surgery to any reproduction organ or other organ, which could adversely affect the reproductive capabilities of the Lot;
 - "**Lot**" means (where the context allows) any horse (includes gelding, colt, filly and mare and the expression "colts" includes niggs or crypt orchid namely male animals in which one or both testes have not descended into the scrotum from birth);
 - "**Magic Millions Export Declaration Form**" means the export declaration form prescribed by and available upon request from the Selling Agent and as required by the GST Act;
 - "**NDB**" means the Privacy Amendment (Notifiable Data Breaches) Act 2017 which came into effect on 22 February 2018;
 - "**Nomination Fee**" means the fee, if any, set up in the Official Nomination Form;
 - "**Official Nomination Form**" means the standard official nomination form nominated by the Selling Agent from time to time a copy of the current form of which is either attached to these Conditions of Nomination or available within the online entries facility located on the Selling Agents' website and the Promoter's website [www.magnificoms.com.au](#); and [www.magnificoms.com.au](#);
 - "**Online Auction Sale**" means a sale where Lots are listed for sale, online, on [www.magnificoms.com.au](#) and sold to the highest bidder respectively Pursuant to the terms of the contract of sale entered into and ending with the Auction Close and these Conditions of Nomination do not apply to an Online Auction Sale;
 - "**PAMD**" means the Property Agents and Motor Dealers Act 2000 as amended from time to time;
 - "**Partnership**" means Magic Millions Sales Partnership (ABN 95 519 379 694);
 - "**PPSA**" means the Personal Property Securities Act 2009 which took effect on 30 January 2012 and as amended from time to time;
 - "**PPSR**" means the personal property securities register established pursuant to the PPSA;
 - "**RAC**" means the Principal Racing Authority in each state and territory in Australia which control, regulate and supervise racing in each state and territory in Australia with approval of but subject to RA;
 - "**Racing Prospect**" means a foal born to a dam who is a racing prospect, whether or not already identified in the Sale Catalogue or other documentation issued in respect of the Sale as the promoter or prospect of the Sale or of a closed race series or incentive race series in association with which the Sale is conducted;
 - "**Purchaser**" means the successful bidder for the Lot of the Sale;
 - "**RASP**" means Racing Australia which is the peak national administration body for thoroughbred racing in Australia, responsible to the government for the industry and committed to ensure worldwide best practice standards of integrity and animal welfare; such PRA is a member of RA;
 - "**RASP**" means the rules of the Australian stud book as administered by the RA from time to time;
 - "**Repository**" means the repository to be established by the Selling Agent / Promoter prior to the commencement of the Sale, the conditions of entry into which and use of the services of which will be set out in the Repository Conditions of Sale and the Repository Conditions of Entry prior to the commencement of the Sale;
 - "**Repository Conditions**" means the conditions of entry into the Repository for the purpose of inspecting the X-Rays and other terms and conditions relating to the terms and conditions of access and inspection (as amended from time to time) as displayed at the Repository, and a copy of the current form of which is displayed on the Selling Agent's and Promoter's website [www.magnificoms.com.au](#) and such conditions are as set out in the "Conditions of Sale";
 - "**Sale**" means a conditionally sale, or other conditional sale, or a sale, or a sale of a lot, or a sale of a lot of the language herein and the Lot is known as a "**Wisor**" because of the sound they make and includes "**Troilers**";
 - "**Sale**" refers to any one or more of the following Sale/s for which the Lot is nominated, accepted and subjected to the Vendor's rights of withdrawal, offered for sale by way of auction conducted by the Selling Agent;
 - "**Selling Agents** 2021-2022" includes the name of the person, to be held at the Morphettville Sales Complex, South Australia, from the 9th day to the 10th day of March, 2021;
 - "**Sale Catalogue**" means the catalogue to which the Sale relates, and which includes the Lot;
 - "**Security Interest**" has the meaning attributed to it in the PPSA;
 - "**Selling Agent**" means Magic Millions Sales Pty Ltd (ABN 54 078 396 317) having outdoctors and agents license in Western Australia and includes its successors and assigns;
 - "**Symptoms**" means any symptoms associated with Rabies, Woundsuckers, Wobblers, Impaired Vision, Invasive Surgery, botulism, E, equine morbillivirus (Hendro virus), nipah virus or any other virus, or any significant condition or symptoms indicating the need for or requiring treatments;
 - "**TBA**" means The Thoroughbred Breeders Australia Limited (ABN 34 0034 322 285);
 - "**Treatments**" means treatments for or against a disease, ailment or infection or racing taint of the Lot, or treatments involving the use of antibiotic and/or steroids or otherwise identified and verified by the AGR from time to time, and, has and will comply with all directions, protocols, recommendations or decisions by DPIF, the ASB and all other competent authorities having lawful jurisdiction with respect to the diagnosis and treatment of E;
 - "**Vendor**" means a Lot which was imported, bred or raised in or near drawing in and sent/drawing through its misadventure;
 - "**Wobbler**" means a Lot which stands or moves unsteadily or with uncertain direction;
 - "**X-Rays**" means the set of X-Rays deposited of the Repository, abut physical or digital format, (along with their reports, certificates, notes, writings or information deposited therewith, including all historical records of operations or treatment recorded to date) in accordance with the Repository Conditions of Sale and delivered by the Purchaser to qualified licensed veterinary surgeon, such X-Rays being in the minimum number and dated strictly in accordance with the specifications detailed in the Repository Conditions and otherwise subject to the Repository Conditions displayed at the Repository, the terms of which the Purchaser will be requested to acknowledge as having been read and understood prior to the purchase of a Lot of the Sale.
- ## APPOINTMENT OF PROMOTER
- The Vendor agrees that all advertising, marketing and promotion in respect of the Sale (including the Lot) it will be required to provide to 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
- The Vendor (subject to his compliance with these Conditions of Nomination) hereby appoints and authorises the Selling Agent:
- As act as sole and exclusive agent of the Vendor to sell the Vendor's Lot of the Sale, or prior, or subsequent, thereto with the Vendor's consent, where the Lot is not sold at the Sale, privately and outside of the auction of a Lot nominated by the Vendor at any time from the close of nominations to a date sixty (60) days after the Sale, and these Conditions of Nomination shall apply insofar as is possible, to such private Sale;
 - To deliver to the Vendor written confirmation of the Vendor's agreement to sell the Lot on behalf of the Vendor by means of cash, personal cheque, or otherwise by the Selling Agent at the Selling Agent's discretion;
 - Deliver the Lot sold on the Vendor's behalf prior to full payment of the purchase price including, if applicable, any GST on the Lot, such delivery being given by the Selling Agent at the Selling Agent's absolute discretion;
 - Determine in its absolute discretion whether the Lot is suitable for the Sale, the manner in which the Lot and any documents related to the Lot are to be conveyed to the Vendor by means of a qualified licensed veterinary surgeon at the Vendor's cost should be obtained in respect of the condition of the Lot;
 - Devout and retain from the gross purchase price payable for the Lot, any commission, Nomination Fee or expenses owing to the Selling Agent, including any GST payable. These amounts will include but will not be limited to those referred to in Conditions 8, 9 and 10 of these Conditions of Nomination. Notwithstanding any other term or condition contained in these Conditions of Nomination, the Vendor hereby irrevocably authorises and directs the Selling Agent to pay to the Selling Agent Out of the purchase price of any Lot, any amount that may be due and owing to the Selling Agent from the previous sale of a Lot of the Sale or for sale of any amount that may be due and owing to the Selling Agent prior to the Sale. For the sole of certainty, the Vendor assigns to the Selling Agent any irrevocable authority rights in favour of the Vendor whereby the Vendor has been assigned to sell the Lot of the Sale by a party other than the Vendor, and the Seller agrees to indemnify the Selling Agent for any loss or other claim the Selling Agent may, in its absolute discretion, refrain all or part of the purchase price paid by the Purchaser and apply the same to the debt owed by the Vendor to the Selling Agent. In such a case the Selling Agent may, in its absolute discretion, refuse to pay out the Vendor for the purchase price for the Lot prior to receiving payment in full for the Lot from the Purchaser;
 - Return the Lot to the Vendor if a sale is not effected or any account of the Vendor is not settled within seven (7) days after the end of the Sale;
 - Defeat a possess-Lot in the Lot bought back by the Vendor until all Sale charges and applicable GST are paid, the Selling Agent being entitled to obtain and register a Security Interest in the Lot against the Lot and register the same on the PPSR in relation to any outstanding fees commissions, GST or charges;
 - Disclose the name, description, and address of the Vendor to a bidder or Purchaser of the Lot or to the Selling Agent, or to any other person, provided that the disclosure of the name of the Vendor is not made if it is agreed that the remedy of the Purchaser should be against the Vendor and not under any circumstances against the Selling Agent;
 - Accept the rescission of any sale, allow any Purchaser some extension of time for payment, or agree to any variation of the Conditions of Sale on behalf of the Vendor should the Selling Agent decide in its absolute discretion that any such action is warranted;
 - Bind up to the reserve price set by the Vendor without incurring any liability to the Vendor in the event of the Lot not selling for an amount equal or less than the reserve price;
 - The Vendor agrees that any time for the Selling Agent reserves the right to:
 - Reject any nomination of any time for such reason as the Selling Agent shall deem appropriate, in its sole discretion, and on any basis;
 - Determine the order of sale of all nominees and acceptances for the Sale;
 - Assign standing facilities in its sole discretion and the Selling Agent shall have no obligation to assign the same

similar stabling facilities which may have been assigned to the Vendor at previous sales.

- 4.1.1.4 Set a minimum bid (auction price) for the horses sold in this Sale, in its sole discretion;
Refuse to sell any horse by purchase if the Selling Agent has knowledge that the sold horse has been sold privately prior to the Sale.
- 5.1 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 Nominations Form, whose receipt shall be a sufficient discharge of the Vendor's obligations in respect of such proceeds.
- 5.2 The Vendor acknowledges and accepts that the Auctioneer will only be required to issue one cheque for the purchase price to the Vendor of a Lot where the Vendor comprises a syndicate of members. The Vendor accepts and acknowledges that the person nominating the Lot for sale on behalf of the Vendor is the person to whom the payment of the purchase price is to be made. In the event that there is a dispute among syndicate members as to payment or otherwise or a syndicate member requires a separate cheque, the Auctioneer has a right to hold the payment in trust pending the resolution of the dispute by the syndicate members in accordance with their syndicate agreement / partnership agreement as to whom the cheque in payment will be made. The Vendor indemnifies the Auctioneer against all claims made by syndicate members.
6. All nominations for the Sale must be submitted on the Official Nominations Form, duly signed by the Vendor or for and on behalf of the Vendor by the Vendor's agent, or submitted in accordance with the provisions of the Selling Agent's online entry centre. The Queensland Nominations Form must reach the office of the Selling Agent (PO Box 5246, Gold Coast Mail Centre, Queensland, 9726), or submission via the Selling Agent's online entry platform by no later than the closing time (closing date set out in the Official Nominations Form).
7. Subject to the Vendor accepting the Official Nominations Form, or agreeing to the Conditions of Nomination via the Selling Agent's online entry platform, 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 PAMIO 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

- 8.1 The Vendor will pay the following amounts to the Selling Agent:-
8.2 A commission at the rate of 6.6% (inclusive of GST) on the Lot sold or bought back by the Vendor; or
8.3 Save that in the event the Lot is sold or bought back for an amount in excess of \$200,000 the rate of commission for the part of the price in excess of \$200,000 is reduced by 2.2% (inclusive of GST) for the Sale; or
8.4 In the event that the Lot is not sold or bought back by the Vendor, a commission at the rate of 2.75% (inclusive of GST) on the Reserve Price of any passed-in Lot.

FEES AND CHARGES DUE TO THE PROMOTER

9. The Vendor will pay the following fees and charges to the Promoter in respect of its promoting and marketing of the auction sale and the race series:-
- 9.1 A promotional fee equivalent to an amount being 2.75% (inclusive of GST) of the purchase price of the Lot sold or bought back by the Vendor, for the Sale and;
- 9.2 The Nomination Fee (including GST) as specified on the Official Nomination Form and;
- 9.3 The Nomination Fee (including GST) will be incurred by way of a written acceptance of the Lot into the Sale and;
- 9.4 The Nomination Fee (including GST) must be paid for in full within fourteen (14) days of invoicing.
- 9.5 The Vendor will not be entitled to any refund in respect of any payment pursuant to these Conditions of Nomination.

TBA LEVY

10. 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 GST) (or whatever reasonable percentage is imposed by the TBA at the time of the Sale) of the purchase price of the Lot sold or bought back by the Vendor. The marketing levy will be forwarded by the Selling Agent to the TBA within forty-two (42) days of all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot

VENDOR'S OBLIGATIONS AND WARRANTIES

11. The Lf accepted for the Sale shall be submitted to the representatives of the Selling Agent for inspection and each of the Lf must meet the requirements of the ASB of the Vendor's cost and expense.
12. The Vendor shall indemnify and hold harmless the Selling Agent against any claim by a Purchaser or any other person arising out of the completion of the Sale, including but not limited to, claims for damages (including any payment of fees and GST if applicable). The Vendor acknowledges that the Selling Agent is entitled to a reasonable fee for any work done to ensure the Vendor's compliance with the ASB requirements.
13. The Vendor shall supply to the Selling Agent all documents required for the transfer of ownership of the Lot sold within the scope of the contract and shall ensure that the Vendor does not delay 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 of the Vendor's cost and expense.
14. 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 to the contrary in accordance with these Conditions of Nomination) of any inaccuracy in such information prior to the date of the Sale.
15. The Vendor or his duly authorised representative warrants that he will disclose to the Selling Agent the true owner of the Lot nominated to any person or party for the Sale of the last seven (7) days prior to the Sale. The Vendor authorises the Selling Agent to disclose the true owner of the Lot to the Selling Agent's solicitors.
16. The Vendor agrees, acknowledges and warrants that he has granted to the Promoter and the Vendor the sole use of the Vendor to promote the interests of the Selling Agent and the Promoter (and their associated entities) for the Lot consideration.
17. The Vendor accepts, acknowledges and agrees that the Selling Agent and the Promoter collect information that is personal information of the Vendor and the Vendor's employees, directors, officers, shareholders, partners, associates, and, in some cases, legal, government and government bodies and agencies and third parties that might have an interest, direct or otherwise, in the Lot. The Vendor (while releasing the Selling Agent and the Promoter, and their associated entities, and their other obligations of confidence and privacy), irrevocably authorises the Selling Agent and the Promoter and their associated entities to release personal information relating to the Vendor as anticipated by this Condition 17 at the time of completion of the Sale.
18. The Vendor warrants to the Selling Agent that the person completing and submitting the Official Nomination Form is duly authorised to complete and submit the Official Nomination Form on behalf of the Vendor and, carry out all the obligations of the Vendor as set out in the Official Nomination Form and provide the Vendor warranties set out in the Official Nomination Form.
19. The Vendor or his duly authorised representative shall be present at the Complex 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 the Lot for which the Vendor or Vendor's agent is responsible, including 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 Vendor.
20. 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 at its absolute discretion, to reject and withdraw the Lot from the Sale, remove it from the grounds, and consign it to the address of the Vendor as it appears on the Official Nomination Form, at the Vendor's risk and expense.
21. Subsequent to Condition 15 of the Official Nomination Form, 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 the Vendor is able to transfer good title of the Lot free from any mortgage, lien, charge, bill of sale (whether registered or not) or Security Interest as defined in the PRSA, and any other adverse interest or encumbrance except where such interest or encumbrance then notified in writing to the Selling Agent prior to the Sale and such interest has been released or satisfied by the Selling Agent. The Vendor irrevocably authorises the Selling Agent to claim and register a Security Interest in the Lot against the Lot and the Vendor and register the same on the PPSR to secure payments owing to the Selling Agent by the Vendor or payments made by the Selling Agent to the Vendor on account of the purchase price where the Purchaser of the Lot has not paid all or part of the purchase price. If the owner of the Lot is a company, the Vendor warrants and represents that the Selling Agent that there is no Security Interest as defined in the PRSA affecting the Lot. The Vendor warrants and represents that the Lot is being sold in the ordinary course of business.

CONDITIONS AND WARRANTIES

- Other than for any express conditions, warranties or representations included herein, or, as may be implied by federal or state legislation and which may be excluded by agreement:
- All conditions, warranties and representations in respect of a Lot or a Sale are hereby excluded except that if the Vendor is a Seller, the Vendor warrants that the Vendor has no knowledge of the Lot and the Vendor will be deemed to have no knowledge that the Lot has in any of the following conditions at the time the Vendor nominates the Lot for sale on the Official Roomation Form and that the Lot is sold of the Sale: a. Ban, Impaired Vendor, undergone Invasive Surgery, Otorrhea, Windstucker, Wobblers, E, or that has been treated with phosphonates or has had any of the following treatments.
- Except as disclosed in writing to the Selling Agent prior to the nomination of the Lot, the Vendor warrants that, in the absence of full and complete disclosure to the Selling Agent, the Lot has not undergone Invasive Surgery between the time of nomination of the Lot and the time the Lot is offered for sale of the Sale. If, prior to the Sale, the Vendor nominates the Lot immediately preceding sentence is inaccurate, in whole, or, in part, the Vendor will immediately notify the Selling Agent in writing.
- No condition, warranty or representation is given or implied or may be inferred from any affirmation made of or before the Sale or any of the circumstances of the Sale; and
- If a dispute arises between the Vendor and the Purchaser in relation to a Lot, this must be resolved between them only. The Lot cannot be returned to the Vendor or its flosses.
- In the event that the Selling Agent cancels the Sale the Vendor has no claim against the Selling Agent for damages or costs or expenses other than the repayment of the Nomination Fee paid by the Vendor or save as expressly set out in these Conditions of Nomination.
- The Vendor is required to be withdrawn by the Vendor, after the assigning of the Lot's number for the Sale Catalogue, without the forfeiture of the Nomination Fee, except in the event of injury, death or illness of the Lot. Apart from death of the Lot (in which case the Nomination Fee shall be refunded in full), in all cases of alleged injury or illness if the Vendor of his expense produces a veterinary certificate signed by a qualified licensed veterinary surgeon, within thirty (30) days from the date of the alleged injury, death or illness of the Lot, the Vendor will be entitled to a refund of the Nomination Fee. Should the Vendor not produce an affidavit or a qualified veterinary certificate signed by a qualified licensed veterinary surgeon, the Vendor shall pay to the Selling Agent 6.6% (including GST) of the median purchase price for the Selling Session in which the withdrawn Lot was nominated, as liquidated damages, in addition to the Nomination Fee.
- The Vendor acknowledges by completion or submission of the Official Nomination Form that the Selling Agent distributes its Sale Catalogue on a worldwide basis to thousands of potential Purchasers who make arrangements to be present at the Sale because of Lots published in the Sale Catalogue and acknowledges the credibility of the Sale is diminished if Catalogue Lots are withdrawn without good and valid excuse.
- If the Vendor enters the Lot for sale and the Lot is not sold at the Sale, 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 on amount equal to the total charges including GST set out in Conditions 8, 9 and 10 of these Conditions of Nomination.
- The Vendor shall comply in all respects with the rules of the Company displayed within the office back at the Vendor's Lot. The Lot entered by the Vendor (including its handling and stabling by the Selling Agent) shall be at the Vendor's sole risk and expense notwithstanding any negligence on the part of the Selling Agent and the Vendor indemnifies the Selling Agent against all claims, actions, loss, damages, costs and expenses incurred including stabling and feed.
- The Vendor agrees to be bound by the Conditions of Sale and where there exists any conflict or inconsistency between the Conditions of Nomination and the Conditions of Sale, the Conditions of Sale shall prevail.
- The Vendor shall promptly advise the Selling Agent of any credit arrangements made with a Purchaser of the Lot (which shall be at the Selling Agent's discretion) and shall sign an acknowledgment of such arrangements as directed by the Selling Agent.
- 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 of Nomination.
- The Vendor acknowledges that if the Selling Agent delivers the Lot to the Purchaser of the Lot prior to the Selling Agent having received payment by cash or otherwise for the Lot, the Selling Agent will use its best endeavours to secure the performance by the Purchaser of its obligation to pay the purchase price and any applicable GST except where:
- 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;
- The Vendor enters directly into any credit arrangement or terms with the Purchaser;
- The sale is terminated or unenforceable for any reason;
- The Vendor agrees to any variation of the Conditions of Sale for the purchase of the Lot (including without limitation terms as to the time for payment) without the prior written consent of the Selling Agent;
- The Vendor enters into any credit arrangement or terms with the Purchaser;
- The Vendor has not paid any monies due and owing by the Vendor to the Selling Agent on any account whatever;
- The liability of the Selling Agent pursuant to, or incidental to, its Appointment in respect of the Lot shall be limited to

the purchase price accepted by the Selling Agent as the price payable less any monies owing to the Selling Agent by the Vendor on any account, (including amounts due and owing by the Vendor to the Selling Agent for any lot on any previous sale conducted by the Selling Agent where the Vendor has appointed the Selling Agent as its selling agent) including any GST applicable thereon.

- The Vendor agrees that if the Selling Agent pays to the Vendor any amount in respect of the purchase price and if applicable GST for the Lot prior to the Selling Agent receiving from the Purchaser the full purchase price including any applicable GST, the Vendor shall be deemed to have received the purchase price and any security interests and promises and undertakings in favour of the Selling Agent intended in respect thereto, the Selling Agent shall immediately execute and deliver to the Selling Agent authorities and documents in such form as the Vendor signs in its absolute discretion, requires, so as to secure and authorise the Selling Agent to exercise through or on behalf of the Vendor all rights which the Vendor may have in respect of the Lot and / or any security interests and promises and undertakings in favour of the Selling Agent or other persons pursuant to these Conditions of Nomination.
- Subject to these Conditions of Nomination and the Conditions of Sale, the Selling Agent guarantees to the Vendor that payment will be forwarded to the Vendor within forty two (42) days from the last day of the Sale, all monies due and owing to the Vendor pursuant to the sale of the Vendor's Lot but subject to the Selling Agent's right to withhold payment of all or part of the proceeds of such sale where the Selling Agent concludes that there is a bona fide dispute between the Vendor and the Purchaser or that the Purchaser's obligation to pay for the Lot is subject to a bona fide dispute. The Vendor acknowledges that the Vendor's consent to the Selling Agent to account to the Vendor for all or any part of the purchase price for the Lot, the Vendor does not have a right of compensation under the PAMU.
- The Vendor accepts and acknowledges that the Purchaser may appoint the Selling Agent or another third party agent to bid on the Vendor's Lot on behalf of the Purchaser. Such appointment may be made by the Purchaser executing a written authority, or by email, or by any other means, or by any combination of the above, in writing or by email or by text message. The Vendor does not object to the Selling Agent or another third party agent acting as the agent for the Purchaser.
- The Vendor intends and will keep indemnified the Selling Agent and the Promoter against any claim arising out of any directions or instructions given by the Purchaser or its agents, consultants or employees, to the Selling Agent or its agents, consultants or employees pursuant to Condition 37 of these Conditions of Nomination, or on behalf of the sale of any Lot where, for any reason, such directions and / or instructions are misinterpreted or not acted upon by the Selling Agent.
- The Vendor intends 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 the Conditions of Nomination, or by the Purchaser or its agents, consultants or employees, or by the Vendor. 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 of completion or submission by the Vendor of the Official Nomination Form) of the Lot notwithstanding the withdrawal of the Lot from the Sale and the Vendor acknowledges and agrees that the only basis upon which they may claim a repayment of the Nomination Fee from the Selling Agent is:
1. The Selling Agent cancels the Sale in accordance with Condition 24 of these Conditions of Nomination, or
 2. If the Lot is rejected and withdrawn in accordance with Condition 20 of these Conditions of Nomination, or is not included in the Sale Catalogue.
- The Vendor acknowledges that the duties and rights of the Selling Agent under these Conditions of Nomination, are severable and independent and any monies paid to either of them are payments to which they are entitled in their own right pursuant to these Conditions of Nomination.
- In the event that any provision is unlawful or void, the parties agree that these Conditions of Nomination shall be construed so far as is possible so that the unlawful or void portion is an independent promise and is severable from the other conditions. Where such unlawful or void portion relates to any provision for fees or remuneration including if applicable GST then a term will be implied (so far as the law permits) that reasonable remuneration and expenses including if applicable GST will be payable for any services rendered by or on behalf of the Selling Agent to the Vendor. The Vendor does not assume any responsibility for offering loans.
- The Vendor accepts, agrees and acknowledges that:
1. The Selling Agent accepts no liability for any GST liability arising as between the Purchaser, the Vendor and the ATO in respect of the Lot sold by way of auction or private treaty.
2. Each Lot offered for sale will be invoiced with GST payable to the purchase price in the event that the Vendor is registered for GST. In the event that the horse is purchased by a non-registered person who is not registered for GST and that purchaser executes the required MAGI: Millers 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.
- For the purpose of the GST Act the Vendor, the Selling Agent, is the 'supplier' and is responsible for determining whether the Purchaser is required or required to be registered for GST purposes and that the Purchaser satisfies the requirements of the ATO as regards the export of the Lot.
- The Vendor acknowledges that the Selling Agent acts as the agent for the Partnership.
- The Vendor acknowledges that the Selling Agent will make available the Repository of the Complex for the purpose of the storing and examination of X-rays, physical or digital, and other records required by the Repository Conditions or the Sale Catalogue. The Vendor further acknowledges the Repository Conditions and agrees to be bound by them. The Repository Conditions will be displayed in the Repository and are available from the Selling Agent on request.
- The Vendor accepts and acknowledges that prior to executing the Official Nomination Form, the Selling Agent has advised the Vendor that he should seek independent legal advice before signing the Official Nomination Form.
- The Official Nomination Form is the sole and exclusive authority for the Selling Agent to act on behalf of the Vendor. The Vendor acknowledges having received a copy of the Official Nomination Form and in particular acknowledges his appointment of the Selling Agent as the auctioneer.
- In the event that the Selling Agent, for whatever reason, pays to the Vendor, the amount due to the Vendor pursuant to Conditions 4 and 5 of these Conditions of Nomination prior to receiving payment from the Vendor's Lot from the Purchaser, the Vendor assigns to the Selling Agent all of the Vendor's interest in the Lot to the Selling Agent or the Selling Agent's nominee.
- The Vendor acknowledges the existence of the Code. The Selling Agent recommends that the Vendor acquaints himself with the Code.
- Notwithstanding any condition contained in the Conditions of Sale, all persons who attend the Sale do so entirely at their own risk and neither the Selling Agent, nor the Promoter, nor their subsidiaries, officers or agents for themselves or otherwise, nor any other person, shall be liable for any injury or liability of whatever nature for any injury or damage whatsoever which may occur to any person or property.

ANABOLIC ANDROGENIC STEROIDS

52. In accordance with the ARR, the use of anabolic and androgenic steroids in thoroughbred horses is banned effective from 1 May 2014. The ARR can be viewed at the RA website <http://racingauthority.horse> and one object to change by RA without notice.
53. The Vendor irrevocably authorises the Selling Agent and its qualified licensed veterinary surgeon to take a blood sample from any Lot, that is not catagued in the Sale as breeding stock (excluding winnings and foals of stock), following the sale of such Lot.
54. The Vendor hereby irrevocably, requested by the Purchaser taking the appropriate box on the acknowledgement of purchase, take or have its qualified licensed veterinary surgeon to take a blood sample from any Lot that is not catagued in the Sale as breeding stock (excluding winnings and foals of stock), at the cost of the Purchaser, and the Selling Agent will forward the blood sample to an official racing laboratory (as defined in the ARR) selected by the Selling Agent. Thereafter, the Conditions of Sale will be strictly applied by the Vendor, the Purchaser and the Selling Agent.

BISPHOSPHONATES

56. In accordance with welfare and integrity measures, the off-label administration of bisphosphonates to any Lot catalogued for Sale is not permitted.
56. The Vendor warrants that the Lot, which is a Yearling, Weanling or Two-Year-old, has not been administered bisphosphonates. If prior to the Sale the warranty provided in the immediately preceding sentence is inaccurate, in whole, or in part, the Vendor will immediately notify the Selling Agent in writing and the Selling Agent shall have the right to withdraw such Lot before or during the Sale.
57. The Vendor irrevocably authorizes the Selling Agent and its qualified licensed veterinary surgeon to take a blood sample from any Lot, that is not catalogued in the Sale as breeding stock (excluding weanlings and foals of that), following the sale of such Lot. Thereafter, the Conditions of Sale will be strictly applied by the Vendor, the Purchaser and the Selling Agent.

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

- 58 The Selling Agent and the Vendor acknowledge the existence of the Act, the NDB and the GDPR to protect the privacy of parties.
- 59 Further to the above, the Vendor irrevocably authorises the Selling Agent to obtain a report about the Vendor's contacts and / or credit worthiness from any credit reporting agency or commercial credit reporting business.
- 60 The Selling Agent reserves the right to contact third parties and the Vendor irrevocably authorises those third parties to provide all information on the type referred to above as requested by the Selling Agent.
- 61 The NDB came into effect on 22 February 2018 and the GDPR came into effect on 25 May 2018.
- 62 As a result, the NDB is now applicable to all data processing activities of the Selling Agent, the Vendor, and their associated entities, must take certain measures where there is unauthorised access to, unauthorised disclosure of or loss of, personal sensitive information of the Vendor. The intention of the NDB is to ensure that parties holding personal data take all reasonably necessary internal security measures to ensure that the collection, processing or loss does not result in serious harm to any of the individuals to whom the data relates.
- 63 The purpose of the GDPR is to protect the privacy of all natural persons. If a party processes data about individuals in the context of selling goods or services to EU citizens, the GDPR must be complied with.
- 64 The Selling Agent and the Promoter will do all things reasonably necessary to implement processes to protect unauthorised access to, unauthorised disclosure of, or loss of, personal information relating to the Vendor.
- 65 The Selling Agent and the Promoter will ensure that their associated entities do so likewise, comply with the provisions of the NDB and notify as required by the NDB.
- 66 The Vendor accepts, acknowledges and agrees that the Selling Agent and the Promoter collect information that is personal to the Vendor which must be provided to the relevant authorities, such as RAs and members, and, in some cases, to the enforcement authorities, in order to comply with the provisions of the Act and the NDB, and to do so otherwise, in the LAT. The Vendor (without releasing the Selling Agent and the Promoter, and their associated entities, from their obligations under the NDB and the GDPR) irrevocably authorises the Selling Agent and the Promoter, and their associated entities, to release personal information relating to the Vendor as anticipated by these Conditions of Nomination.
- 67 By attending the Sale and selling or purchasing the LAT pursuant to these Conditions of Nomination, the Vendor elects to "opt in", consent or subscribe to, the right of the Selling Agent and Promoter to hold and use personal sensitive information as regards the Vendor. The Vendor may, at any time, by notice in writing to the Selling Agent and / or the Promoter, elect to "opt out", withdraw consent or unsubscribe. The Selling Agent and the Promoter have updated their website and cookies policy to reflect the changes to the privacy policy and is strongly advised to read the new privacy policy on the Selling Agent's and the Promoter's website home page.

FURTHER LEGISLATION

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

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

- 69 The Selling Agent in selling any Lot of the Sale acts as agent for the Vendor whose name and address is disclosed in the
70 Sale Catalogue in respect of each Lot. Further particulars for the Vendor of any Lot shall be furnished by the Selling
71 Agent upon request. The Selling Agent shall not be held responsible or otherwise expressly provided to the contrary, the Selling Agent has no
72 liability or risks as principal in the capacity of vendor of each Lot.
- 73 The description of all Lots has been provided by the Vendor and the Selling Agent shall not be liable or responsible for
74 any error or omission in the description of any Lot, including, without limitation, any error or omission in the eligibility of
75 the Lot for inclusion in the ISS, or for any non-compliance with any requirement of inclusion, or for any error or omission in the
76 The Selling Agent or its servants may sign the Sale contract on any memorandum of sale on behalf of either the Vendor
77 or the Purchaser or both.
- 78 The Selling Agent reserves the right to use or publish details of bidding, the identity of the Vendor and all matters related
79 to the sale of any Lot as it thinks fit.
- 80 The Selling Agent gives no representations, undertakings or warranties in relation to Lots sold or nominated for and
81 the Sale, but, not limited to, representations, undertakings or warranties given or provided by the Vendor on any
82 third party.

X-RAYS AND REPOSITORS

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

YOUR DEDICATED TEAM

FOR FURTHER INFORMATION OR ASSISTANCE, PLEASE CONTACT:

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