Issue Of Pass Outs & Registrar Of Racehorses

ISSUE OF PASS OUTS

Horses will not be released from the sales grounds unless the acknowledgement of purchase docket is presented at the sales day office by the purchaser or their agent (presentation of dockets by float drivers will not be accepted). It is regarded as a serious offence for any person to handle or move a horse without first having obtained a Pass Out slip.

NOTICE RE: HORSE TRANSPORT

The Auctioneer would appreciate the co–operation of all Purchasers in arranging the removal of horses purchased immediately after the Sale. Pass Out slips are available at the Sale Office and notice is given to all Transport Operators, that the Pass Out slips must be completed before delivery will be given. Should any horse be handled or moved without the Pass Out slip having first been issued, that person will be held responsible for any injury or loss that may arise.

Accredited members of the Auctioneer's Staff must be provided access to check identification of all horses at the Loading Ramps.

REGISTRAR OF RACEHORSES

NAMING OF HORSES

The Australian Rules of Racing make it compulsory for all horses to be registered and the Thoroughbred Identification Card issued prior to a horse trialling or being nominated for a race.

To prevent a last minute rush, please lodge the Foal Identification Card and the application for registration as soon as possible.

TRANSFER OF OWNERSHIP

A purchaser will be provided with the relevant Racing Australia Transfer of Ownership form following the sale, stamped by Magic Millions as an Approved Auctioneer, on behalf of outgoing owners. It is the new owners' responsibility to complete (New Owner Details section) and submit this document along with the required payment to the Registrar of Racehorses within the Racing Australia prescribed deadline.

- Registrar of Racehorses

We recommend all owners register to use the new Racing Australia online portal at myhorseracing.horse

For Information regarding Registration/Naming of your Lot contact The Registrar of Racehorses, a division of Racing Australia Pty Ltd, Level 11, 51 Druitt Street, Sydney NSW 2000

T: (02) 9551 7505 E: registration@racingaustralia.horse W: www.racingaustralia.horse

MAGIC MILLIONS SALES PTY LTD (ACN 078 396 317)
("AUCTIONEER")

MAGIC MILLIONS PROMOTIONS PTY LTD (ACN 088 197 200)
("PROMOTER")

Magic Millions Sales Complex Health & Safety Entry Conditions

("Entry Conditions")

1. GENERAL CONDITIONS

Each person (which word includes each body, company, entity or organisation they represent) entering the Complex does so entirely at their own risk and accepts, acknowledges and agrees as to the following:

1.1 horses can be dangerous, accidents can happen and cause injury to person and property;

1.2 the conduct of a Sale at the Complex can involve equipment and machinery which could be dangerous and cause injury to person and property;

1.3 to abide by all Magic Millions Policies, Rules and Regulations as to their right to enter and remain on the Complex;

1.4 they may be removed from the Complex if inebriated or affected by drugs or alcohol or act in an abusive, anti-social, threatening or violent manner, or, breaches these Entry Conditions, without compensation of any kind;

1.5 they should seek independent legal advice as to liability for injury to person and property suffered on the Complex and any indemnity given by them as referred to in these Entry Conditions;

1.6 to not bring animals, food, objectionable material, dangerous items or weapons, alcoholic beverages, commercial photography or visual reproductive or oral recording equipment (unless authorised), or drugs onto the Complex and each person entering the Complex irrevocably authorises the Auctioneer and the Promoter to inspect all belongings and confiscate (or destroy alcohol beverages or drugs) all such items without being liable to return the same or pay compensation;

1.7 guarantee that they are fifteen (15) years or over, or, if younger, Magic Millions highly recommends that they be accompanied at all times by an adult;

1.8 to only bring a pram for an infant or child at their risk;

1.9 guarantee that they are not suffering from, showing symptoms of, or is aware of the likelihood that they are suffering from any infectious disease or illness and, if so, will disclose this prior to entry to the Auctioneer and the Promoter who, in their discretion, may refuse entry to the Complex or remove any such person from the Complex without being liable to pay compensation.

2. STATUTORY COMPLIANCE & WORKPLACE HEALTH & SAFETY

Each person entering the Complex accepts, acknowledges and agrees to:

2.1 ensure that they comply strictly with the requirements of all authorities, government departments and regulators as regards the employment of its employees and staff including, but not limited to, children under the age of fifteen (15) years and to ensure that such employment of children under the age of fifteen (15) years does not require them to perform work that may be harmful to their health and safety or that compromises their mental, moral or social welfare;

2.2 ensure and warrant that they, their employees and staff entering the Complex have the adequate necessary training and skills (as required at Law) to safely perform the work and carry out the roles they have been engaged to perform and carry out, including, but not limited to, horse handling competency, where relevant;

2.3 For the purposes of paragraphs 2.1 and 2.2 above, the Auctioneer and the Promoter strongly recommend that each person refers to the relevant state or territory workplace health and safety guidelines and legislation before entering the Complex.

3.NO INTERFERENCE

Any person entering the Complex must not feed, pat or touch a horse or attempt to do so, other than in the presence of the controller of the horse and with the controller's permission.

4. INDEMNITY AND RELEASE

Each person on the Complex accepts full responsibility for any harm or injury whatsoever that may be incurred or suffered by them and any employee of theirs (and any child under the age of fifteen (15) years accompanying them) whilst on the Complex and expressly agrees to indemnify and save harmless Magic Millions against any claim, action, proceeding or legal process of any kind whatsoever which may be brought by them or on behalf of them or their estate arising out of or connected in anyway with their attendance at the Complex with any such person accompanying them. To the extent permitted by law, each person entering the Complex (on behalf of themselves and any employee of theirs, each body, company, entity or organisation they represent and any child under the age of fifteen (15) years accompanying them) waives all rights, claims and actions which they have now or could have in the future against the Auctioneer or the Promoter, their directors, shareholders, partners, equity holders, officers, consultants, employees, agents, contractors and any other person or party involved in any way with the Complex ("the Released Parties") from any personal injury, death (including wrongful death), property damage or loss of any nature whatsoever sustained by them as a result of them being transported to or from the Complex or attendance at the Complex with the exception of any gross negligence on the part of the Released Parties and releases and indemnifies the Released Parties with respect thereto.

5. NO SMOKING

Legislation ("the Non-Smoking Legislation") has been passed with the object of improving the health of members of the public by reducing their exposure to tobacco and other smoking products. Smoking, including the use of vapes and e-cigarettes (or any adaptations or derivatives or either of them), is prohibited in or near the Complex except in the specifically designated approved smoking area at the rear of the auctioneering auditorium on the Complex.

6. NO FLAMMABLES

No flammable or inflammable liquids or solids are allowed on the Complex. Each must not ignite or use fires and flames, or bring to or use at the Complex, barbeques, gas bottles or other flammable liquids or solids.

7. USE OF LIKENESS

Each person attending the Complex acknowledges that their name, image and likeness is likely to be photographed or recorded in any form of media including, but not limited to, video, audio and still recording ("the Images") and agrees that perpetual use may be made, by the Auctioneer and the Promoter, free of charge of the Images and waives on an irrevocable basis all rights to object to such recording, printing and broadcasting of Images in any media and grants a royalty free licence to the Promoter to use their Images and likeness in relation to any marketing and advertising materials, in any live or recorded television or other media or in any form of reproduction associated in whole or part of the Complex.

8. PRIVACY

Each person entering the Complex accepts, acknowledges and agrees that the Auctioneer and the Promoter collect information that may be personal to a person which must be provided to the relevant authorities and its members, and, in some cases, legal enforcement and government bodies and agencies and third parties that may have an interest, direct or otherwise, in a person entering the Complex. Accordingly, each person entering the Complex irrevocably authorises the Auctioneer and the Promoter (and their associated entities) to release personal information relating to each person entering the Complex as anticipated above.

9. PARKING

No vehicular parking will be provided at the Complex, except by invitation of the Promoter. NOTE: Patrons may park only in approved and designated parking areas and zones adjacent to the Complex.

By order of the Managing Director Barry Bowditch.
Last updated 21/8/26. Subject to change.

Magic Millions Sales Complex Enquiries
Gold Coast, QLD: Clive Whittington M 0423 649 374
Morphettville, SA: Clive Whittington M 0423 649 374
Swan Valley, WA: David Houston M 0408 609 994

Elective Post-Sale Testing For Bisphosphonates

Purchasers at Magic Millions Sales will have the option to request post-sale blood testing of their purchase(s) to be analysed for the presence of bisphosphonates.

In accordance with welfare and integrity measures the off-label administration of bisphosphonates to younger horses is not permitted under the Conditions of Nomination.

Blood sampling is limited to any horse sold that is not catalogued in the Sale as breeding stock (excluding weanlings and foals at foot).

To request post-sale sampling for bisphosphonates, purchasers must provide such instruction on the day of purchase to the Magic Millions Sales Day Office, by completing the 'Elective Testing for Bisphosphonates' request form. The cost of collection and analysis will be $550 (inc GST) per horse tested.

Should the blood sample prove positive to the presence of bisphosphonates, the Purchaser will have the right to cancel the sale (refer to Condition 40 in the Conditions of Sale).

This service will not be available for any horse sold by Magic Millions following their departure from the sales complex, or if the request for testing is received after the horse has left the complex.

For enquiries in relation to post-sale sampling for bisphosphonates, please contact:

Kylie Adair
T (07) 5504 1226 M 0416 515 247
E kylie@magicmillions.com.au

Upper Respiratory Laryngoscopic Evaluations

1 Please refer to Condition 19 of the Conditions of Sale in the front of this catalogue.
2. The Purchaser may request at their cost a post sale upper respiratory laryngoscopic evaluation (excluding the trachea) of the lot (i.e. scoping).
3. The examination will be carried out on the Auctioneer's sales complex by a nominated and approved veterinary surgeon. Please note this examination must be conducted prior to the lot being removed from the Auctioneer's sales complex and within 24 (twenty–four) hours from the fall of the hammer.
4. Upon signing the Acknowledgement of Purchase slip for the purchase of the lot, the Purchaser will be asked in the sales auditorium whether or not he/she requires the lot to be scoped and to mark the Acknowledgement of Purchase slip accordingly. Arrangements will then be made for the scoping to take place.
5. The cost of scoping will be charged to the Purchaser's account and will be due for settlement along with the cost of the lot and any other charges.
6. The issue of Pass Out slips can be arranged prior to scoping, but will not be given to the consignee until scoping has been completed.
7. The scoping process will be under the control of the Scoping Supervisor who will be located in the sale office. Any enquiries regarding scoping should be directed to the Scoping Supervisor. The veterinary surgeons will report results of their examinations back to the Scoping Supervisor.
8. Should the lot fail the examination, both the Purchaser and Vendor will be notified. The Purchaser then has the right to give notice of termination of the sale and must confirm this either verbally or in writing to the Auctioneer within 24 hours of receiving notification that the Lot has failed the examination. There is provision for arbitration by up to three (3) veterinary surgeons appointed by the Auctioneer. Please refer to Condition 19.4 in the Conditions of Sale.
9. Subject to the Conditions of Sale, the Auctioneer or the Vendor undertake no liability in respect of the lot during the scoping process or at any other time. Please refer to Condition 4 in the Conditions of Sale.

INTERNET ACCESS

COMPLEX WIFI

Connect to our free wifi network "mmguest", open a web browser and accept the terms and conditions. Wifi coverage varies from device to device, however it covers 95% of the complex and has the strongest signal near the Auditorium.

ISSUES CONNECTING TO WIFI?

CONTACT ONE OF OUR FRIENDLY IT STAFF FOR ASSISTANCE

CHIEF INFORMATION OFFICER | LEIGH SPIEGEL | 0437 192 674

IT SUPPORT TECHNICIAN | BRAD JOHNSON | 0411 461 265

Be sure to examine horses and read the Conditions Of Sale prior to Bidding

CATALOGUING

Stock in this Sale have been catalogued on the basis of their apparent saleability. No warranty as to their soundness is either given or implied.

INSPECTIONS

Act in your own best interests. Prior to the Sale engage an appropriately qualified person to inspect any lot(s) upon which you intend to bid and be guided by that opinion. The Auctioneer can advise as to the names of Veterinarians expected to attend the Sale.

ENTRY TO SALES COMPLEX

All persons attending the Sale or entering the Sales Complex shall do so at their own risk, and the Auctioneer shall not in any way be liable or responsible for any accident whatsoever or howsoever caused.

PURCHASE THROUGH AN AGENT

All prospective Purchasers who wish to charge their purchases through a recognised Bloodstock Agent or Stock & Station Agent must produce a letter of authority prior to the commencement of the Sale, otherwise the Lot must be paid for in full before delivery will be given.

ANNOUNCEMENTS

To avoid making costly errors, please pay close attention to all announcements made by the Auctioneer, especially concerning horses on which you intend to bid.

ACKNOWLEDGEMENT OF PURCHASE

After making the final bid on a Lot, you will be required to complete and sign an Acknowledgement of Purchase Form. Be sure to confirm the correct Lot Number and Price before you sign. Please print your name and address clearly, since this document is used for Certificate transfer, invoicing and in publishing results.

CARE OF HORSES

You are reminded that the Purchaser assumes all risk and responsibility for the Lot from the fall of the hammer.

Payment

PAYMENT BY CHEQUE

Purchasers should note that unless arrangements have been made prior to this Sale, release of Lot(s) may be withheld until cheques are cleared.

CREDIT CARD PAYMENTS

A surcharge of 0.8% will apply on all payments made by Mastercard or Visa. A surcharge of 2.25% will apply to all payments made by American Express. Diners Club is not acceped.

BUYER REGISTRATION

In order to bid on a horse it will be necessary to complete the Buyer Registration form, in this catalogue, prior to the commencement of this Sale. You will then be issued with a buyer code on Sale day.

TERMS OF PAYMENT

Settlement terms are cash or bank cheque within one (1) hour of purchase. All payments must be made in Australian Dollars. Should a Purchaser desire other terms, arrangements must be made with, and accepted by the Auctioneer prior to the Sale commencement. Purchasers should not assume that arrangements made at a previous Sale will automatically apply to this Sale. All enquiries regarding terms of payment should be directed to Mark Schofield of our Accounts Department, telephone: (07) 5504 1206.

AGENTS

We wish to point out to you, in your own interests, the position of a bidder at Auction who purchases on behalf of another party.

When the bidder discloses his/her Principal after purchase, we stress that unless the Auctioneer approves the agency arrangement prior to the auction, the highest bidder remains personally liable for the full purchase price and any liquidated damages which may be incurred pursuant to the Conditions Of Sale.

If the account is sent to the Principal, who defaults, then responsibility for payment remains with the person purchasing the Lot in the sale ring. In some cases Agents purchase horses with the later intention of finding a Principal. Before making purchases Agents should appreciate their liability for payment in the terms of the Conditions Of Sale. Terms of payment will be strictly enforced.

Where a Principal wishes to appoint an Agent prior to purchasing, an "Appointment Of Agent" form, as provided in this catalogue, should be submitted to and accepted by the Auctioneer prior to Sale.

ELECTRONIC FUNDS TRANSFER

For purchasers intending to use electronic funds transfer, our account details are as follows:

Account Name:	Magic Millions Sales Pty Limited - Current Account
Bank:	ANZ Bank
Branch:	3171 Surfers Paradise Blvd, Gold Coast, Queensland
Branch Number:	014 704
Account Number:	3538 07627
Swift Code:	ANZBAU3M

IF TRANSMITTING FUNDS, PLEASE ENSURE A COPY OF THE RECEIPT & LOT/S BEING PAID FOR ARE FAXED THROUGH TO OUR HEAD OFFICE ON (07) 5531 6888 OR EMAILED TO accounts@magicmillions.com.au

Mortality Insurance at Fall of Hammer

Howden Equine representatives will be available at the Sale to offer mortality insurance for any purchasers who wish to purchase it at fall of hammer.

Howden Equine hold binding authorities from various insurers. In placing mortality insurance at fall of hammer at the Sale, Howden Equine act under those binding authorities as agent for insurers and not as the representative of or advisor to any insured or other party.

Mortality Insurance policy wordings, important notices and Howden Equine's financial services guide are available at https://www.howdengroup.com/au-en/equine-fallofhammer, the Howden Equine desk in the Magic Millions Sales Day Office, and can be requested by calling Howden Equine on 1300 145 830, or email equine.aus@howdengroup.com.

Mortality Insurance Placing Process

The process for placing fall of hammer mortality insurance will be different this year, compared with prior years. Details of the new process can be found at https://www.howdengroup.com/au-en/equine-fallofhammer

Features of Mortality Insurance

Cover is available in accordance with insurance policy terms. The key features of the fall of hammer mortality insurance available through Howden Equine include:

1. Cover available is mortality for horses to be based in Australia and/or New Zealand. For horses destined outside these countries, application needs to be made to insurers, and will only be valid upon insurers' acceptance in writing.
2. Cover available is for training, flat racing, rearing and/or breeding. For other uses, application needs to be made to insurers, and will only be valid upon insurers' acceptance in writing. No cover is available for pets or horses used for recreational purposes.
3. The sum insured is the purchase price, exclusive of GST. If the purchaser wishes to increase the sum insured to include GST, the purchaser must notify Howden Equine as soon as possible, ideally before fall of hammer.
4. The period of insurance shall be 12 months from sale date, and may be extended to the end of the expiring calendar month.
5. If a purchaser has previously had a policy declined or cancelled by insurers, and/or has failed to pay all or part of any premium, then any YES indication placed in the 'YES Insurance Required' box, shall not be binding on insurers or Howden Equine, meaning that any intended cover on the part of the purchaser shall be of no force or effect, unless accepted by insurers in writing. The onus rests firmly on the purchaser to establish the status of their previous policies from their insurers.
6. Howden Equine can provide premium estimates upon request. Premium charges for policies are set by insurers and will be advised to purchasers at the time of invoicing. All fall of hammer mortality policies are subject to the following minimum charges: **Premium** - the greater of $250 or 1% of purchase price including GST (plus applicable taxes and statutory charges in both cases); and **Howden Equine administration charge** - $150 plus applicable taxes and statutory charges.
7. Purchasers and appointed agents should note that every insurance contract is subject to the doctrine of utmost good faith. The purchaser has a duty to make full and complete disclosure of every matter of which he/she/it is aware, or could reasonably be expected to be aware, which may be relevant to an insurers decision whether to accept the risk of/on the insurance proposal, and if so, on what terms. Any breach of this duty may prejudice a claim, or the continuation of cover provided by insurers.
8. No insurer shall be deemed to provide cover or be liable to pay any claim or provide any benefit to the extent that the provision of cover, payment of such claim or provision of such benefit would breach any sanction, prohibition or restriction imposed by any applicable law or regulation.

Howden Equine is Howden Equine Pty Ltd (ABN 46 091 731 225 | AFSL 235666). Silks Insurance Pty Ltd (ABN 15 639 058 718) operates as an Authorised Representative (AR 1280952) of Howden Equine Pty Ltd.

Any advice or recommendations provided is general in nature only and does not take into account individual objectives, financial situation or needs. We therefore recommend that you read carefully the relevant policy wordings and obtain a premium estimate before deciding if fall of hammer mortality insurance is right for you

Equine Welfare Officer

Magic Millions prides itself as a thoroughbred auction house with world-leading standards. The welfare of all horses offered through Magic Millions Sales is an issue of paramount importance and our objective is to protect and promote the highest equine welfare standards at all times, as a horse passes through different ownership and stages of the thoroughbred life cycle.

To support this commitment we have appointed a dedicated Equine Welfare Officer for each thoroughbred sale.

Should you wish to discuss and/or report any equine welfare matter in respect of Magic Millions Sales, we invite you to contact the below officer.

All enquiries will be attended to promptly and addressed in the strictest of confidence.

Kylie Adair
T (07) 5504 1226 M 0416 515 247
E kylie@magicmillions.com.au

Explanation of Pedigree Information

The pedigrees included in this catalogue are produced to the standards as defined by the International Grading and Race Planning Advisory Committee (IRPAC), ratified by the Society of International Thoroughbred Auctioneers (SITA), and published in the annual International Cataloguing Standards book, with the following exceptions:

- Q & N Races – these are not recognised as earning black type nor are mentionable races.
- Fourths – while fourth placings in black type races may be mentioned in pedigrees, they do not qualify a horse for black type.
- Jumping – jump races now listed in the yellow section of the ICS book qualified for black type up to and including December 31, 1985.
- Designators – all group and listed designators are shown in bold type face where these were the official designation in the year of racing. Where races have been extrapolated back in time the designator is shown in light type face.

In addition to black type races, certain other races are mentioned on the catalogue page

- Australia – all metropolitan races, plus major provincial races
- Europe – all races at major tracks
- United States – allowance races at major tracks
- New Zealand – all races worth $10,000 or more run by major clubs

The pedigrees in this catalogue have been compiled by Arion Pedigrees Ltd from their catalogue database using information supplied weekly by NZ Thoroughbred Racing Inc. Wellington and Racing Australia Limited, Melbourne plus other sources around the world. While this information believed to be correct, Arion Pedigrees accepts no responsibility in the event of errors or omissions. All data and cataloguing standards are subject to constant review and revision.

For further information contact:

Kyla Johnston, Managing Director, Arion Pedigrees Ltd,

Ph: +64 7 8277730 Mob: +64 21 864224 Email: kylaj@arion.co.nz

The Auctioneer publishes all information in this catalogue regarding relationship, form and pedigree believing same to be correct. However, due to constant change and revision, the Auctioneer cannot be held responsible for any inaccuracy contained herein.