

# Nutrien Equine Standardbred Terms and Conditions

## IMPORTANT PLEASE READ

All bids and offers to purchase shall be treated as offers made upon the following Conditions of Sale and all persons attending the sale. Or bidding at the sale are deemed to have notice of such Conditions of Sale.

### CONDUCT OF SALE

- 1.1 Nutrien may appoint a person or persons as auctioneers to carry on sales under these terms and conditions and that person or persons must carry out the functions set out these terms and conditions and holds the authority which is contained in the document.
- 1.2 All auctions shall be conducted subject to these terms and conditions.
- 1.3 Subject to any reserve price, the highest bidder shall be the purchaser.
- 1.4 Consignors must give written instruction to the auctioneer specifying the reserve price prior to commencement of the auction of their Lot(s). In the absence of such instructions, the auctioneer may sell without any reserve price or may withdraw the horse from the sale.
- 1.5 The Consignor shall have the right to bid personally or through an agent during the sale of each respective lot.
- 1.6 The Consignor shall not enter a bid personally, or through an agent/associate, at a price equal or above the Consignor's nominated reserve (unless the Consignor is only a part-owner of the horse and is bidding with the sole intention of buying out the other owner(s)).
- 1.7 The auctioneer shall have the right to bid as an agent of the Consignor on any lot on which a reserve price has been placed up to that reserve price.
- 1.8 The auctioneer may determine an upset price for each lot, with the sale upset set at \$5,000 (plus GST where applicable) and if no bid at or above the upset price is received upon the lot entering the sales ring, the auctioneer may pass in the lot.
- 1.9 The option of the last bidder to buy a passed in lot at the reserve price must be exercised immediately after the horse has been passed in by proceeding directly to the back of the auction box and notifying the auctioneers assistant. Otherwise the horse maybe purchased by private treaty with any registered buyer.
- 1.10 If a bid is disputed, or there is any other problem in relation to the Sale, the auctioneer will be the sole arbiter of the dispute and may settle the dispute or problem on whatever terms the auctioneer sees fit. The auctioneer's decision shall be final and binding on all parties.
- 1.11 The auctioneer shall have the right and absolute discretion to:
  - 1.11.1 determine who is the Purchaser;
  - 1.11.2 settle any dispute in such a manner as it thinks fit;
  - 1.11.2 withdraw any Lot before or during the Sale without being required to provide a reason for the withdrawal;
  - 1.11.3 advance the bidding as it thinks fit;
  - 1.11.4 exclude any person from the Sale venue; or
  - 1.11.5 refuse to acknowledge any bid without giving any reason therefore, and the Auctioneer's decision shall be final and binding upon all persons;
  - 1.11.6 bid as an Agent on behalf of a principal.
  - 1.11.7 Reject the bid of an unregistered buyer and re-offer the lot for sale.
- 1.12 All sales are made at the final bid accepted by the Auctioneer in Australian currency dollars.  
(Any other bids displayed on any currency indicator board are displayed as a guide only)

## **COMMISSION**

- 1.13 The commission payable by the Consignor to the Auctioneer in respect of the sale price of each yearling sold will be 10% plus GST, whether by auction or within 14 days from the last day of sale.
- 1.14 With respect to passed in lots;
  - 1.14.1 In the event that the Consignor **does** wish to sustain a passed in lot to make it eligible for any future Race Series, a fee of not less than 10% of the reserve price given to the auctioneer on sale day (plus GST). This reserve price must not be not less than the advertised sale upset price.
  - 1.14.2 In the event that the Consignor **does not** wish to sustain the lot to keep it eligible for any future Race Series, no commission is payable.

## **OUTSIDE SALES**

- 1.15 A lot entered for sale at the auction may be sold outside the auction only in accordance with the following provisions:
  - 1.15.1 No lot shall be sold privately prior to the auction without the prior written consent of Nutrien. Any lots sold prior to auction are ineligible to sustain for any future race series.
  - 1.15.2 In the event of any prior sale, Nutrien shall be entitled to a commission as if the lot was sold under the hammer, and the Consignor shall provide Nutrien with full details of such sale;
  - 1.15.3 Any lot passed in at auction shall, unless Nutrien waives this condition, remain at the reserve price for a period of 14 days. Nutrien shall be entitled to commission on any of these sales as if the lot was sold under the hammer.
  - 1.15.4 Any person wishing to make an offer on a passed in lot should contact Nutrien who will then make the offer to the Consignor. If an offer is accepted by the Consignor, the purchaser also has the option of sustaining the lot for any future race series, provided that the purchaser immediately notifies Nutrien of their intention to sustain, and that the sale takes place within 14 days of the auction date when the lot was originally passed in.
  - 1.15.5 All horses wishing to be sustained for any future race series, must be paid in full on the day of sale, or a passed in lot being sold within 14 days of sale, so all sustained horse details can be forwarded to the relevant racing authorities.
  - 1.15.6 In the event that a Consignor is forced to withdraw a horse from sale, due to injury or illness. The horse must be present at the nominated sale to be considered for a passed in sale sustaining entry.

## **UPSET PRICE: \$5,000 (plus GST)**

## **CONSIGNOR'S OBLIGATIONS**

- 1.16 The Consignor shall be responsible for the accuracy of any statement, description or particular, relating to the horse contained in the Sale Catalogue and shall notify the Selling Agent or Auctioneer of any error or omission or inaccuracy prior to the Sale of the particular Lot.
- 1.17 The Consignor shall, before the Sale, provide each horse with a proper and secure headstall which shall remain the property of the Consignor. No horse shall be permitted to enter the Sale Ring unless equipped with such headstall and a rearing bit.
- 1.18 Upon delivery of the horse to the buyer the Selling Agent shall provide the horse with a suitable headstall which shall remain the property of the buyer.
- 1.19 The Consignor guarantees that any horse offered for sale:
  - 1.19.1 Will not be in foal unless so stated in the Sale Catalogue or by the Auctioneer prior to the Auction of that particular lot;
  - 1.19.2 Full and complete disclosure has been made to the Auctioneer as to whether the horse has undergone invasive joint surgery or surgical intervention of the upper respiratory tract or has undergone abdominal surgery of any type (and the Consignor is solely responsible for ensuring the complete accuracy of the disclosure to the Auctioneer);
  - 1.19.3 Is correctly sexed;
  - 1.19.4 The horse's identity and ownership is genuine.

- 1.20 All horses must be presented for inspection prior to sale to inspectors appointed by the relevant state racing authorities, where requested.
- 1.21 Each horse shall be at the Consignors risk as to damage or injury whether by disease, accident or otherwise from the time of delivery to the selling complex until the horse has been sold when the risk transfers to the buyer.
- 1.22 The Consignor warrants that the horse is not broken to gait (pacer) and is generally only educated to be handled.

#### **TITLE OF LOTS**

- 1.23 Notwithstanding any express or implied provisions hereof to the contrary and notwithstanding that delivery of any Lot may have been or possession obtained; title in a Lot shall not pass to the Purchaser until all monies payable by the Purchaser to the Auctioneer pursuant to these Conditions of Sale have been received by the Auctioneer and all bills of exchange tendered in payment of such monies have been honoured.
- 1.24 Where delivery of any Lot is made to the Purchaser prior to title in the Lot passing to the Purchaser pursuant to these Conditions of Sale, the Purchaser shall hold the Lot as bail only and shall not deal with the Lot in any manner inconsistent with the reasonable directions which may be given from time to time by the Consignor and/or the Auctioneer.
- 1.25 Until title of the horse has passed to the Purchaser, the Purchaser shall not exercise or purport to exercise any rights of ownership or possession including, without limitation, registering or racing the horse.

#### **DEFAULT BY PURCHASER**

- 1.26 In the event that the Purchaser breaches any of these conditions and fails to remedy such breach within reasonable time after receiving written notice from the Consignor or Auctioneer requiring such breach to be remedied, or all monies payable by the Purchaser to the Auctioneer pursuant to these Conditions shall not have been paid and liquidated by the due date for payment thereof, or where the Auctioneer has, in its discretion, agreed to an extension of the date for payment (in which event time shall be of the essence in respect of such extended date) and the same shall not have been paid and liquidated by such extended date; the Auctioneer of the Consignor may at the time without prejudice to any other rights or remedies which the Auctioneer or Consignor may have at law or in equity and without notice to the Purchaser:-
  - 1.26.1 terminate the Sale of the Lot; and/or
  - 1.26.2 immediately retake possession of the Lot and for that purpose the Purchaser hereby irrevocably grants to the Auctioneer and/or Consignor full leave and licence to enter into or upon any premises controlled by the Purchaser upon which the Lot may be or may reasonably be believed to be situated and to use any reasonable force as may be necessary for the purpose of repossessing the Lot, or as the agent of the Purchaser to enter upon any other premises upon which the Consignor may enter for the purpose of repossessing the Lot, without notice to the Purchaser and without liability to the Purchaser or any person claiming under the Purchaser; and/or
  - 1.26.3 resell the Lot by auction or private Sale at the risk and expense of the Purchaser and if upon such a resale a lower price is obtained than that for which the Purchaser had agreed to buy the Lot, the Auctioneer or Consignor may recover the difference from the Purchaser as a debt due on demand together with interest from the date of Sale to the date of payment; and/or
  - 1.26.4 exercise such other rights and remedies as the Consignor or Auctioneer may have against the Purchaser in respect of the Purchaser's default including, without limitation, recovering from the Purchaser all costs and expenses incurred in repossessing from the Purchaser any expense of Sale, re-Sale, livery, agistment and Auctioneer commission so incurred; and/or
  - 1.26.5 retain any deposit or part payment to the extent of twenty-five percent (25%) of the purchase price for the benefit of the Consignor.

#### **RIGHTS AND LIABILITIES OF AUCTIONEER**

- 1.27 The Auctioneer is selling any Lot at the Sale as agent for the Consignor whose name and address is disclosed in the Sales catalogue in respect of the Lot. Further, particulars of the Consignor of any Lot shall be furnished by the Auctioneer immediately upon request.

- 1.28 Except, as otherwise expressly provided to the contrary, the Auctioneer has no liability or rights as principal in the capacity of a Consignor.
- 1.29 In the event of any dispute including without limitation, as to defects in title, misdescription, pedigree condition or otherwise, the Purchaser and the Consignor shall settle the matter between themselves and the Purchaser shall have no rights against nor return any Lot to the Auctioneer which acts in respect of the Sale merely as agent for the disclosed Consignor.
- 1.30 Notwithstanding any representation or action by the Auctioneer which may indicate the contrary, the Auctioneer shall be under no liability to the Consignor in respect of the Purchaser's failure to complete his purchase in accordance with these Conditions of Sale.
- 1.31 If the Auctioneer accounts to the Consignor for the purchase price or the balance of the purchase price owed to the Consignor less any monies owed by the Consignor to the Auctioneer, before the purchase price and other amounts payable by the Purchaser have been paid, title to the Lot shall thereupon pass to the Auctioneer, and the Auctioneer shall have the right and remedies under these Conditions as if it were the Consignor.
- 1.32 The description of all Lots has been provided by the Consignors, and the Auctioneer shall not be liable or responsible for any error whatsoever in the description of the Lot.
- 1.33 The rights and remedies of the Auctioneer under these conditions shall not be affected by reason of the selling commission and charges of the Auctioneer having been deducted by the Auctioneer from any payment made by the Auctioneer to the Consignor. As between the Purchaser and the Auctioneer, the Purchaser waives all rights of set off, if any, the Purchaser may have against the Consignors between the Purchaser and the Consignor.
- 1.34 The Auctioneer or its servants may sign the Sale Book or any Memorandum of Sale on behalf of either the Consignor or the Purchaser or both.
- 1.35 The Auctioneer reserves all rights to use or publish details of biddings, the identity of the Consignor and the Purchaser and all matters related to the sale of any Lot as it thinks fit.
- 1.36 The Selling Agent shall pay to the Consignor the net proceeds of Sale upon the expirations of thirty (30) days following the last date of Sale, provided always that payment shall not be made until:
- 1.36.1 payment of the purchase price and sustaining payment have been made by the Purchaser in full;
- 1.36.2 delivery of the horse has been taken by the Purchaser;
- 1.36.3 all registration documents have been completed, signed and delivered to Nutrien; and transfer of ownership has been fully effected.

#### **CONDITIONS AND WARRANTIES**

- 1.37 Other than for any express conditions, warranties or representations included herein, or as may be implied by Federal or State legislation (including the Trade Practices Act 1974 {Cwth}) and which may be excluded by agreement:
- 1.37.1 all conditions, warranties and representations in respect of a Lot or a Sale are hereby excluded;
- 1.37.2 no condition, warranty or representation is given or implied or any be inferred from any affirmation made at or before the Sale or any of the circumstances of the Sale; and
- 1.37.3 the Purchaser acknowledges that, in making any purchase, he is relying solely on his own enquires and inspection, and that he has not relied or been induced by any statement or representation made by the Consignor or the Auctioneer or by any person purporting to act on their behalf.

#### **WINDSUCKERS, WOBBLERS, IMPAIRED VISION, CRYPTORCHID (RIG)**

- 1.38 For the purpose of this Condition: "Windsucker" shall mean a Lot which suffers from the vice of noisily drawing in and swallowing air through its mouth; "Wobbler" shall mean a Lot which stands or moves unsteadily or with uncertain direction; "Impaired Vision" refers to impaired sight in one or both eyes. "Cryptorchid (Rig)" shall mean a colt in which one or both testes have not descended into the scrotum from the abdomen.
- 1.39 Should any Lot be a Windsucker, Wobbler or Cryptorchid (Rig) or to the knowledge of the Consignor have shown any symptoms of being so, the Consignor shall disclose such fact to the Auctioneer to enable the Auctioneer to disclose such fact to prospective bidders. Any horse that has impaired vision will NOT knowingly be offered for Sale.

- 1.40 In the event that any Lot proves within seven (7) days after the Sale to be a Windsucker, Wobbler or Cryptorchid (Rig) or to have been sold with impaired vision:
- 1.40.1 The purchaser produces to the Auctioneer or Consignor prior written certification obtained at the cost of the Purchaser that the Lot is a Windsucker, Wobbler or Cryptorchid (Rig) or has impaired vision, as the case may be, signed by an independent Veterinarian approved by the Auctioneer; and
  - 1.40.2 The Auctioneer or Consignor did not disclose at the Sale that the Lot was or showed symptoms of being a Windsucker, Wobbler or Cryptorchid (Rig) or having impaired vision, as the case may be, the Purchaser may terminate his purchase of the Lot by giving the Auctioneer written notice of termination within seven (7) days after the date of Sale provided that the Purchaser shall upon termination at his own cost and expense, return the Lot to the address of the Consignor specified in the Sales catalogue.
- 1.41 The decision of the independent Veterinarian approved by the Auctioneer as to whether any Lot is a Windsucker, Wobbler, Cryptorchid (Rig) or has impaired vision, shall be final and binding on all parties. Where the Purchaser terminates his purchase and returns the Lot to the Consignor pursuant to Condition 1. he shall be entitled to a refund from the Consignor all purchase monies paid in respect of the lot upon receiving same shall have no further claim against the Auctioneer or Consignor.

#### **UPPER RESPIRATORY LARYNGOSCOPIC EVALUATION**

- 1.42 Notwithstanding any other provision of these Conditions of Sale and notwithstanding any prior custom and usage of the trade, horses which are sold in this Sale may be subject to a post-Sale upper laryngoscopic evaluation (excluding the trachea) by a veterinary surgeon approved by the Auctioneer obtained at the Purchaser's expense within twenty-four (24) hours of the fall of the hammer.
- 1.43 If a veterinary surgeon, so approved, is of the opinion that the horse has any of the following
- 1.43.1 laryngeal hemiplegia (Grossly deficient abductor function of one or both Arytenoid cartilages, Grades 4 and 5, Lane - Bain Fallon Proceedings 1993);
  - 1.43.2 rostral displacement of the palatopharyngeal arch;
  - 1.43.3 epiglottic entrapment
  - 1.43.4 permanent dorsal displacement of the soft palate;
  - 1.43.5 Severe arytenoid chondritis or chondroma; or
  - 1.43.6 subepiglottic cyst(s)
- and this/these condition(s) have not been announced prior to the horse being offered for Sale, then the Purchaser may cancel the Sale by notice in writing to the Auctioneer within twenty-four (24) hours of the fall of the hammer.
- 1.44 Any Purchaser who wishes to have a post-Sale upper respiratory laryngoscopic evaluation, as above is advised that this examination must be conducted by the veterinary surgeon, so approved, prior to the horse being removed from the Auctioneer's complex.
- 1.45 The Auctioneer reserves the right to obtain opinion by a panel of not more than three (3) veterinary surgeons appointed by the Auctioneer at the Purchaser's expense, before cancellation of Sale is accepted by the Auctioneer.

#### **ANABOLIC ANDROGENIC STEROIDS**

- 1.46 All yearlings nominated for the Nutrien sale may be subject to drug testing carried out by the relevant Harness Racing Authorities. Such testing may be carried out from birth through to sales day.
- 1.47 In the event that Nutrien becomes aware that a yearling has tested positive to an anabolic androgenic steroid prior to the sale, the horse will be withdrawn from the sale and not offered.
- 1.48 In the event that Nutrien becomes aware post sale that a yearling has tested positive to anabolic androgenic steroids as a result of a test carried out by the relevant Harness Racing Authority either prior to the Nutrien sales or at the Nutrien Sales, the Purchaser may terminate his purchase of the Lot by giving the Auctioneer written notice of termination within seven (7) days of receiving written notification that the horse has tested positive for an anabolic androgenic steroid.
- 1.49 In the event that the Purchaser elects to terminate his purchase, the purchaser shall upon termination at his own cost and expense, return the Lot to the address of the preparer or Consignor (as appropriate)

- 1.50 Where the Purchaser terminates his purchase and returns the Lot to the Consignor pursuant to all other conditions, he shall be entitled to a refund from the Consignor of all purchase monies paid in respect of the lot and upon receiving same shall have no further claim against the Auctioneer or Consignor.

#### **OCCUPATIONAL HEALTH AND SAFETY**

- 1.51 To the extent that a Consignor or a purchaser or their employees or agents may conduct any activities at the premises of the Sale Venue then that Consignor or purchaser shall be responsible, to the exclusion of the auctioneer, for establishing and observing appropriate occupational health and safety procedures and for complying with any relevant legislation provisions, in relation to those activities.
- 1.52 A Consignor or purchaser conducting any activities on the premises of the Sale Venue does so at his own risk in all respects and must indemnify the auctioneer in respect of any claims for personal injury or damage to property which may be made against the auctioneer arising out of any such activities.

#### **ATTORNEY**

- 1.53 The Consignor and the Purchaser for the purpose of enabling the Auctioneer to give full force and effect to these Conditions, each irrevocably appoint the Auctioneer his true and lawful attorney, with full power in his name or in the name of the Auctioneer to do all such things, to take all such action, to sign and execute all such documents, and give such instructions for the purpose of these Conditions as may be necessary or in the Auctioneer's opinion desirable, and hereby agrees to ratify and affirm anything done by the Auctioneer as such attorney.

#### **INTERPRETATION**

- 1.54 In these Conditions: "Auctioneer" means (the selling Agent at each Sale) and includes its officers and agents. "Purchaser" means the person or corporation to whom any Lot is sold as referred to in Condition 1. "Consignor" means the person or corporation on whose behalf any Lot is sold by the Auctioneer and where more than one, shall mean each severally and any two or more jointly. "Promoter" means a third party (if any), identified in the Sale catalogue or other documentation issued in respect of the Sale as the promoter or sponsor of the Sale or of a closed race series or incentive race series in association with which the Sale is conducted. "Series Race" means the closed race series or incentive race series (if any) identified in the Sale Catalogue or other documentation issued in the respect of the Sale. "Lot" or "horse" includes gelding, colt and filly. The expression "colt" includes rig or cryptorchid, namely male animals in which one or both testes have not descended into the scrotum from the abdomen; however, it is the responsibility of the Consignor to have the Auctioneer announce that the "colt" is a rig or cryptorchid if that be so.
- 1.55 Where the Purchaser of any Lot comprises more than one person or corporation, these Conditions shall bind each such person or corporation severally and any two or more of such persons or corporations jointly.
- 1.56 Where any Lot is purchased by a person as an agent for a principal, whether disclosed or undisclosed, with agent shall, without prejudice to the principal's obligations pursuant to these Conditions, be personally bound to purchase the Lot for the price accepted by the Auctioneer upon these Conditions and the term "Purchaser" shall be construed to mean each of the agent and the principal severally and both the agent and the principal jointly

#### **GST EXCLUSIVE SALE**

- 1.57 The Nutrien Equine Standardbred Yearling Sales will be conducted as a GST exclusive sale. Where the Consignor is registered for GST, 10% GST will need to be added to the final bid price. Where the Consignor is not registered, GST will not be added to the sale price.
- 1.58 The GST classification for all Lots is indicated at the top of each pedigree.

#### **DISCLAIMERS**

- 1.59 For the information of the Purchaser, the Auctioneer has provided certain information on the horses catalogued for Sale. Any information is obviously subject to constant change and revision and its subsidiaries, officers and agent for themselves and for those whom they act, provide all information with responsibility and give no guarantee whatsoever as to its accuracy.
- 1.60 All persons who attend the Sale do so entirely at their own risk and neither (the Auctioneer), its subsidiaries, officers and agent for themselves and for those whom they act, nor the Promoter, subsidiaries, officers and agent for themselves and for those whom they act assume or accept any responsibility or liability of whatever



nature for any injury or damage whatsoever which may occur to any person or property.

### **CATALOGUE DISCLAIMER**

- 1.61 All care has been taken in the production of this catalogue in relation to the accuracy of information contained herein. The catalogue producers will accept no responsibility for any inaccuracies contained but will undertake to the best of their ability to correct any inaccuracies during the Sale. Please note, any announcements made from the Auctioneer's Stand on the day of the Sale will take precedence over anything contained within the Catalogue.
- 1.62 As Auctioneers in the event the consignors Lots fall alphabetically within seven lots of each other we reserve the right to adjust the catalogue at our discretion.

### **CHANGING ADDRESS**

- 1.63 It is the responsibility of purchasers to inform Nutrien of your contact details to change information necessary for the delivery of appropriate notices pertaining to all sale ownership, registration and race series matters.

### **PASSOUTS**

- 1.64 No horse will be permitted to leave the selling complex without a passout. It is the Purchasers responsibility to ensure that a passout is obtained for every horse. Passouts will only be issued at the Sale Day Office by a representative from Nutrien Equine.

### **PAYMENT OF PURCHASES**

- 1.65 All Purchasers must report to the Sale Office to finalise payment of all purchases as soon as practicable after the fall of the hammer. Transfer papers will be provided to Purchasers upon full payment of all debts.

### **PERSONS ACTING AS AGENTS**

- 1.66 Any person acting as agent in the purchase of a horse will be responsible for payment of that horse, unless prior arrangements have been made in writing with Nutrien Equine.

### **POST SALE**

- 1.67 All horses are to be removed from sale complexes by 11am on the day following each sale. Any horse held after the completion of the day's selling will be at the expense of the purchaser, and any costs will be forwarded on accordingly.

### **SUSTAINING FEES**

- 1.68 In order for yearlings to be sustained for the future sale race series, this must be confirmed to the sale office on sale day; there is no provision for late entry.

### **CONSIGNORS**

- 1.69 Completed Transfer Forms must be supplied to the Sale Day office staff, executed for transfer before the Sale commences. Failure to do so will delay payment of Saleproceeds.

### **VETERINARY SERVICES**

- 1.70 A veterinarian will be on site throughout the sale event. Contact details will be available at the sales office as well as around the stable complex. This veterinarian has not been engaged by Nutrien Equine, but is available to assist both Consignors and buyers for procedures, including scoping of all horses immediately post sale, and will be undertaken at the cost to the owner of the horse at the time.

### **ONLINE YEARLING GUIDE**

- 1.71 Photos and videos of sale yearlings and related progress will be available on Nutrien Live before each sale.

# Schedule 2

## Nutrien Racing Series

### TERMS & CONDITIONS OF RACE SERIES

#### OVERVIEW

Eligibility to the Nutrien Race Series is available only to those horses purchased through the Nutrien Standardbred Yearling Sales. The race series is funded by combining 3% of the commission generated from each sale alongside sustaining payments made by purchasers at each sale and sponsorship funding generated, to meet the advertised prizemoney.

We seek to work closely with each state Harness Racing Authority and the grassroots participants to see value delivered to the industry and hence the Nutrien Standardbred Sales vendors and buyers.

Our intention in respect to each years' sale series is to hold heats and finals for each of the sustained 2YO's the calendar year after the sale and 3YO's the second year after the sale. These will further be separated by discipline, providing a separate series of heats and finals for each of the pacing and trotting gaits.

The prizemoney values of these races will be advertised prior to calling for nominations in each year and will be guaranteed payouts.

#### CONDITIONS OF ENTRY

The Nutrien Standardbred Race Series shall be conducted as a mobile start Series of Heats and Finals as described in the overview above.

#### 1. VENUES

- 1.1. Heats and finals will be run at either or both of Harness Racing Victoria and Harness Racing New South Wales registered venues as advertised.

#### 2. TIMING

- 2.1 All race dates and venues will be notified providing notice appropriate to industry standards, after advice from industry participants and negotiation with the relevant state harness racing authorities.
- 2.2 If for any reason it becomes impractical or undesirable, in the opinion of Nutrien, to hold any of these races at the track designated, Nutrien reserves the right to change the date and location of any or all races.

#### 3. ELIGIBILITY AND ACCEPTANCE

- 3.1 Open to horses foaled in Australia only and suitably registered with the Australian State of registration, sold in accordance with the "Terms and Conditions of Sale" at a Nutrien Standardbreds sale. A passed-in yearling shall be deemed to be sold if the Consignor has paid commission on the prior registered reserve price to Nutrien.
- 3.2 Eligibility shall be maintained on the payment of the Sustaining fee of \$3000 + GST for Pacers; or \$2000 + GST for Trotters, at time of sale settlement

#### 4. LATE ENTRY

- 4.1 There shall be no provision for late entry of horses or notification of Sustaining in the Series unless it is determined by Nutrien that the circumstances amount to exceptional.

#### 5. REFUND OF FEES

- 5.1 Fees paid are non-refundable except that, should any circumstances prevent the running of the Series, all fees paid shall be refunded, less administrative and promotional costs incurred.



## 6. NUTRIEN RACE SERIES HEATS

- 6.1 Trainers of eligible horses must nominate for the Nutrien Sales Series Heats by the prescribed closing time for nominations for the relevant race date.
- 6.2 Any horse which accepts for a Heat must have completed all Qualifying Standards set by the state harness racing authority hosting the heat.
- 6.3 The number of Heats will be determined by the number of Acceptors.
- 6.4 Random Barrier Draw applies for all races in the Series.
- 6.5 Horses owned in the same interests or trained by the same Trainer will be separated, if possible.
- 6.6 The number of horses contesting each Heat shall be limited to a maximum equal to that recommended by the state harness racing authority hosting the heat.
- 6.7 Should less than twelve (12) horses accept for the heats of a particular division, Nutrien will instead run the intended heat as a "prelude" for the Nutrien Sale Series final. Prelude runners will be required to re-nominate should they wish to contest the final, and will have preference in field selection over any other horses that did not contest the prelude but which subsequently nominate for the final.
- 6.8 Should less than six (6) horses nominate for the heats of a particular division, Nutrien shall not be required to run a heat or a prelude for that division. However, Nutrien is committed to running a Group One Final for each race series, regardless of the number of acceptors for the respective Finals.

## 7. QUALIFICATION FOR THE NUTRIEN RACE SERIES FINALS

- 7.1 The Finals shall comprise a maximum of twelve (12) Starters plus Emergency.
- 7.2 The highest placegetters from the respective heats will progress through to the finals.
- 7.3 With the exception of a deadheat, if two or more horses from different heats place equally, then preference shall go to the horse that recorded the faster time in its heat.

**Example 1:** Two heats were conducted for the colts series. In one of the heats, two horses dead-heated for sixth position.

In the example, the first six horses from the heat that did not have the dead heat would progress through to the final, along with the first five horses from the race that had the dead heat. The final position in the final would go to whichever of the two dead-heat horses had the higher season earnings. The other dead-heat horse would be named first emergency.

**Example 2:** Two heats were conducted for the fillies series. Prior to the field being drawn for the finals, one of the qualifiers is forced to withdraw due to injury.

In the example, the remaining position for the final would be taken by whichever horse was the fastest seventh placegetter in its heat. The slower seventh placegetter would become the emergency for the final.

## 8. DISTANCES OF HEATS AND FINALS

- 8.1 All races comprising the Series shall be conducted over a distance agreed with the relevant state harness racing authority after industry consultation and advertised as appropriate with industry standards.

## 9. PRIZEMONEY

- 9.1 Will annually be advertised from the opening of nominations, detailing the minimum amounts to be paid out that relates to the horses offered at that sale, as they compete at 2 and 3 years of age.

## 10. GENERAL CONDITIONS

- 10.1 The races conducted in a Series shall be run under the Rules of the relevant state harness racing authority where the races are held.
- 10.2 All horses nominated for and or starting in the Series and their Owners, Trainers and Drivers, in addition to being bound by the Rules of Harness Racing of the State in which the races are conducted, shall be deemed to be bound by the Conditions of the Series and any decision made thereunder.

## 11. NUTRIEN AUTHORITY

11.1 Nutrien Ag Solutions shall have the utmost power to deal with any matter arising from these Nutrien race series conditions and any such decision by Nutrien, after consultation with the relevant state harness racing authority, be final and binding on all parties. Nutrien will have the power to, however not be limited to:

- administer the Series;
- determine any fees payable;
- determine dates on which any fees will fall due;
- determine what amounts to “exceptional circumstances” as provided by in Clause 4.0 hereof;
- determine dates on which races comprising the Series will be conducted;
- determine venues of races comprising the Series;
- determine Prizemoney and the distribution thereof;
- adjudicate on the eligibility of any horse to contest a Heat or Final of the Series;
- abandon the Series for whatever reason with all nomination, first and final acceptance payments and sustaining fees being refunded less any administrative or promotional charges.

## 12. **SUNSHINE STARS QUEENSLAND RACE SERIES**

12.1 Albion Park Harness Racing Club in conjunction with Racing Queensland will offer a 2yo and 3yo incentive race series for graduates of the Sunshine Stars sale, exclusive to the horses that have passed through the ring at the Sunshine Stars auction and who have chosen to pay the Nutrien Race series sustaining fee outlined in Clause 3.2.

12.2 Horses that are graduates of the Sunshine Stars auction, whose owners have paid the sustaining fee, are eligible for the exclusive graduates race series to be held at Albion Park Queensland and the national Nutrien Race series.

12.3 Horses sold at any other sale, including the Nutrien Sydney and Nutrien Melbourne sales, are ineligible for the Sunshine Stars race series.

12.4 These conditions recognise that nominees for the Sunshine Stars race series may also come from direct non-sale nominations to the Albion Park Harness Racing Club, provided only that those nominations occur prior to the advertised close of Nutrien Yearling sale nominations (in the calendar year prior to the Yearling Sale) and the advertised fees of \$3000 for a pacer and \$2000 for a trotter are paid to the Albion Park Harness Racing Club.

12.5 Further to Clause 12.5, in respect to non sale entries only, an additional payment equalling 10% of the total average sale price realised at the Sunshine Stars Yearling Sale will be invoiced to the nominator, within 7 days of the end of the sale. failure to pay this additional payment will result in the Non Sale entry becoming ineligible for the Sunshine Stars Race series.

12.6 All Non sale entries as described in clauses 12.4 and 12.5 are eligible for the Sunshine Stars Race Series only and no other race series conducted by Nutrien.