

TERMS & CONDITIONS OF RACE SERIES 3

OVERVIEW

Nutrien Equine will add back to the Nutrien sales series 3% of all commission generated from its 2024 Nutrien Standardbred Sales conducted in Sydney & Melbourne, plus all collected Nutrien Race Series Sustaining Payments from the 2024 Nutrien Standardbred Yearling Sales. This money will be set aside for purpose of running race series relevant to these yearlings sold in 2024.

Nutrien will in conjunction with the relevant racing authority hold a sale race series with prize money to be confirmed at the completion of the 2024 Nutrien Yearling Sales.

1. VENUES

1. The 2025 race series will be conducted in conjunction with the relevant racing authority with heats and finals run at

venues agreed with both parties.

2. The 2026 race series will be conducted in conjunction with the relevant racing authority with heats and finals run at

venues agreed with both parties.

2. TIMING

1. The Nutrien Sale Race Series shall be conducted at a time agreed with the relevant racing authority in 2025 & 2026

2. Nutrien reserves the right to change the date and location of any or all races if required with a minimum of 90 days notice given to all relevant parties.

3. ELIGIBILITY AND ACCEPTANCE

1. Open to all horses sold in accordance with the "Terms and Conditions of Sale" at the Nutrien Standardbred Yearling Sale in 2024. A passed-in yearling shall be deemed to be sold if the Consignor has paid commission on the prior registered reserve price to Nutrien.

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

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. All sustaining invoices must be paid by 30th May 2024 or the horse will become ineligible for the race series.

5. REFUND OF FEES

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. HEATS

1. Trainers of eligible horses must nominate for the relevant Nutrien Sales Series by the prescribed closing time for nominations for the relevant race date.

2. Any horse which accepts for a Heat must have completed all Qualifying Standards set by the relevant state racing authority where the race is to be held.

3. The number of Heats will be determined by the number of Acceptors and at the discretion of the relevant racing authority.

4. Random Barrier Draw applies for all races in the Series.
5. Horses owned in the same interests or trained by the same Trainer will be separated, where possible.
6. The number of horses contesting each Heat shall be limited to a maximum of twelve (12) starters.
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.
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 listed Final for each race series, regardless of the number of acceptors for the respective Finals. Horses who did accepted into each heat will have preference in field selection for the final.
9. Any additional horse(s) that nominates for the final that did not nominate for the heat shall be deemed eligible for the final and will be selected on highest lifetime earnings.

7. QUALIFICATION FOR THE FINALS

1. The Finals shall comprise a maximum of twelve (12) Starters plus Emergency.
2. Conditions for horses advance to the final will be as follows:

- All heat winners from each state(s)*
- Next highest ranked Vic horse(s) based on finish position/mile rate
- Next highest ranked NSW horse(s) based on finish position/mile rate
- Repeat process until field limit reached

* Field selection will begin in Victoria as deemed the host state.

Preference will also be given to locations that conduct the most heats for a particular race.

The fastest individual timed 2YO colt & filly pacer in QLD will advance in their respective divisions.

8. DISTANCES OF HEATS AND FINALS

1. All races comprising the Series shall be conducted over a distance of 2240 metres. Where permitted. If not practical, the races shall be conducted over a distance as near as possible to 2240 metres.
2. In the event the race series is conducted prior to 1st August each year, 2 year old races will be run over the distance determined by the relevant racing authorities.

9. RACE DATES*

*All race dates and venues are subject to change at the absolute discretion of Nutrien in consultation with the relevant state racing authority.

10. PRIZEMONEY

Advertised Prizemoney will be paid as follows for both heats and finals;

First 50%

Second 16%

Third 10%

Fourth 6%

Fifth 4%

Sixth to twelfth 2% each

Where a field of less than 12 horses conduct the final, second place will increase to 18% for an 11 horse field or 20% for any field with 10 or less horses.

11. GENERAL CONDITIONS

1. The races conducted in a Series shall be run under the Rules of the relevant state Harness Racing authority.

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.

12. NUTRIEN AUTHORITY

1. Nutrien Ag Solutions shall have the utmost power to deal with any matter arising from these conditions and any such decision by Nutrien, after consultation with the relevant racing authority will 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.