

BERRAGOON WILDCARD

CONDITIONS OF ENTRY

These Conditions are designed to keep the Berragoon Wildcard fair, transparent and genuine for vendors, buyers and competitors.

By applying for a Wildcard position, the Vendor agrees to these Conditions. Please read them carefully before applying.

1. Wildcard entry and fees

To apply, the Vendor must submit a complete Wildcard application and nominate an eligible horse for sale.

The Wildcard is strictly limited to one horse for each nominated polocrosse incentive team. The position will be offered to the first eligible applicant for that team whose completed application is received and accepted by Berragoon. Berragoon may refuse an incomplete or ineligible application in its absolute discretion.

Wildcard applicants are required to pay an Entry Fee of \$5,000. No GST is charged on the Wildcard Entry Fee. The Entry Fee is payable in addition to the Sale Entry Fee of \$660 inclusive of GST, totaling \$5660 (inclusive of GST).

The successful Wildcard applicant will be issued an invoice and must pay the invoiced fees by the due date stated on the invoice. Acceptance will be confirmed by email and is subject to payment of both the Wildcard Entry Fee and the Sale Entry Fee by the due date stated on the invoice.

If both fees are not paid by the due date, the position may be offered to the next eligible applicant in order of receipt.

2. Successful Sale Refund

If the Wildcard horse achieves a Successful Sale and the Vendor complies with these Conditions:

- \$2,500 of the Wildcard Entry Fee will be refunded to the Vendor within 10 business days after settlement; and
- the remaining \$2,500 of the Wildcard Entry Fee will be retained by Berragoon and applied to the Berragoon Incentive prize pool.

The separate \$660 Sale Entry Fee is not part of the \$2,500 Successful Sale refund. A three percent (3%) Incentive Contribution will also be deducted from the sale price of every lot sold in accordance with the standard sale terms.

Refunds for withdrawal or cancellation are dealt with in clauses 9 and 12 below. Any refund of the Sale Entry Fee is subject to the applicable sale-entry conditions.

3. What is a Successful Sale?

A Successful Sale occurs where:

- the horse is offered through the nominated Berragoon sale;
- it sells at or above the approved reserve through the sale ring or, if passed in, through Elders or the appointed selling agent within 48 hours after the auction;
- the sale is genuine, at arm's length and independent of the Vendor;
- the purchaser is not an Associated Party;
- the full purchase price is received in cleared funds; and
- all other Conditions of Sale are met.

A sale to the Vendor, an Associated Party or someone acting for or on behalf of the Vendor will not qualify as a Successful Sale.

If the horse passes through the sale ring but does not achieve a Successful Sale, the full \$5,000 Wildcard Entry Fee will be retained and applied to the Incentive prize pool.

4. Genuine sale and bidding

The Wildcard is intended to create a genuine sale opportunity. Vendors must not arrange, encourage or participate in any sham, collusive or artificial bid, purchase or sale for the purpose of obtaining the Wildcard refund or any other benefit.

All bidding must comply with the Conditions of Sale. Any vendor bid must be permitted by law and conducted and announced by the licensed auctioneer.

A Vendor must disclose to Berragoon and the selling agent before the auction if the Vendor knows or reasonably suspects that a proposed purchaser is an Associated Party.

5. Who is an Associated Party?

An Associated Party includes the Vendor and:

- the Vendor's spouse or partner, parent, child or sibling, together with their respective spouse or partners;
- a company, trust, partnership or syndicate controlled by or connected to the Vendor;
- an agent, nominee or person acting for the Vendor;
- anyone who has an arrangement or understanding that the horse will remain with, be returned to, or be held for the benefit of the Vendor;
- anyone holding an undisclosed interest in the horse remaining with or returning to the Vendor; or
- anyone who, in the opinion of Berragoon in its absolute discretion, is not genuinely independent of the Vendor in relation to the purchase of the horse.

If there is any doubt, the Vendor should disclose the relationship to Berragoon before the auction.

6. No buy-back for 12 months

For 12 months after settlement, the Vendor must not directly or indirectly buy back or otherwise reacquire ownership or control of the horse, including through an Associated Party, lease, option or nominee arrangement.

This does not prevent Berragoon giving prior written approval to a reacquisition in a genuine veterinarian and/or horse-welfare emergency or other exceptional circumstance.

If this condition is breached without prior written approval, the Vendor must repay the \$2,500 refund within seven days of written demand. This obligation is a debt due by the Vendor and survives the sale.

7. Reserve price

The Vendor must nominate a proposed reserve with the Wildcard application.

The reserve must be approved in writing by Berragoon and the appointed selling agent or auctioneer before the polocrosse competition begins. Once approved, the reserve cannot be increased.

If Berragoon does not approve the proposed reserve, the Vendor may withdraw before acceptance and any Wildcard Entry Fee paid will be refunded in full.

8. Competing the horse before the sale

From acceptance into the Wildcard until the horse completes its Wildcard polocrosse competition and passes through the sale ring, the horse may compete in approved Wildcard polocrosse activities only.

During that period, the horse must not compete in campdrafting, challenges or another unapproved event.

Normal training, exercise and veterinary treatment are permitted.

9. Injury or withdrawal

The Vendor must promptly notify Berragoon of any injury or illness that may affect the horse's ability to compete or be offered for sale.

A horse may be withdrawn because of injury or illness where the withdrawal is approved by Berragoon and supported, if requested by a veterinary certificate acceptable to Berragoon.

Any withdrawal on veterinary grounds that requires a veterinarian certificate, must be provided in writing by a registered veterinarian who has personally examined the horse in connection with the injury or illness giving rise to the withdrawal request. The certificate must identify the horse, state the examination date, describe the relevant injury or illness, explain why the horse is medically unfit to compete in the polocrosse incentive and/or be presented for sale, and include the veterinarian's name, registration number, practice contact details and signature.

The Vendor authorises Berragoon to contact the issuing veterinarian to verify the certificate and clarify the findings relevant to withdrawal. Submitting a certificate does not automatically entitle the Vendor to a refund.

Ay unapproved withdrawal forfeits the full Wildcard Entry Fee. For an approved withdrawal caused by a genuine competition injury or illness, Berragoon will determine reasonably whether all or part of the Wildcard Entry Fee will be refunded, and will give its decision in writing. The Vendor remains responsible for the horse's care and veterinary expenses.

10. Vendor warranties

By applying, the Vendor warrants that:

- they own the horse or have authority to sell it;
- the horse can be sold free of any undisclosed security interest, lien or third-party claim;
- the information provided about the horse is accurate and not misleading; and
- all known injuries, illnesses, medications, behavioural issues, material defects and eligibility restrictions have been disclosed in writing.

11. Berragoon decisions and breaches

Berragoon will administer these Conditions fairly, consistently and in good faith.

Where Berragoon makes a decision about eligibility, withdrawal, a refund, breach of these Conditions or exceptional circumstances, the decision will be communicated to the Vendor in writing with brief reasons.

If a Vendor breaches these Conditions, Berragoon may disqualify the entry, withhold or recover any Wildcard refund and/or restrict future Wildcard entries by the Vendor, including entries of other horses by that Vendor.

Before imposing a future eligibility restriction, Berragoon will give the Vendor an opportunity to respond and will act reasonably having regard to the nature and seriousness of the breach. Any decision of Berragoon may be made in its absolute discretion and is final.

12. Cancellation, postponement and changes

Berragoon may postpone, relocate, modify or cancel the polocrosse inventive competition where reasonably necessary because of weather, unsafe conditions, biosecurity risks, government directions, venue availability or circumstances beyond Berragoon's reasonable control.

If the competition is cancelled and Berragoon cannot provide a substantially equivalent opportunity, amounts paid for the Entry Fee will be refunded in whole or part, taking into account factors including the amount and length of competition played, if any.

13. Risk and insurance

Participation is at the Vendor's own risk. The Vendor remains responsible for the horse, its care, equipment and personnel and for maintaining any appropriate insurance. Any liabilities, amounts or costs of Berragoon that may be payable to the Vendor is limited to any Entry Fees paid.

14. How these Conditions work with the sale conditions

These Conditions apply specifically to the Berragoon Wildcard.

Any Wildcard entry is also subject to the applicable Berragoon polocrosse competition rules and the appointed selling agent's Conditions of Sale. If there is an inconsistency:

- the Conditions of Sale prevail in relation to the conduct of the auction and sale, including fees; and
- these Wildcard Conditions prevail in relation to Wildcard eligibility, participation and the Wildcard fees and refunds.

Future ineligibility to the Wildcard or future horses entered by Vendor for the Polocrosse Incentive competitions may apply if these Conditions are not adhered to.

15. Acceptance of Conditions

By submitting a Wildcard application, the Vendor confirms that they have read, understood and agree to be bound by these Conditions.