



THE NZB KIWĪ ONE-YEAR SLOT AUCTION: 19 November 2024

CONDITIONS OF SALE

NZTR, by offering a one-year Slot in The NZB Kiwi 2025 Edition for sale, a Bidder, by bidding on the one-year Slot in The NZB Kiwi 2025 Edition, and a Slot Purchaser by purchasing a one-year Slot in The NZB Kiwi 2025 Edition agree to these Conditions of Sale, and each is deemed to have knowledge of and be bound by them even though they may not be read out at the one-year Slot Auction on 19 November 2024.

1. INTERPRETATION

1.1 Defined Terms

(a) In these Conditions, unless the context requires otherwise:

2025 Edition means the running of The NZB Kiwi in 2025.

Agent means a person that NZTR has approved to bid on behalf of a Registered Bidder.

Bidder means a Registered Bidder unless, before bidding, the Registered Bidder has given NZTR a completed Appointment of Agent form for the appointment of an Agent and NZTR have given approval for the Agent to bid in that capacity subject sub-clause 2.4 (a)(iii).

Conditions means these conditions of sale.

Existing NZB Kiwi Slot Holder means a person who has already signed a Slot Holder Agreement for The NZB Kiwi.

NZB means New Zealand Bloodstock Limited including its employees and contractors.

NZTR means New Zealand Thoroughbred Racing Incorporated.

Registered Bidder means a person or corporate entity that has completed the required registration with NZB for the 2024 Ready to Run sales.

Related companies has the meaning given to 'Related Company' in the Companies Act 1993.

Reserve Price means NZ\$125,000 (exclusive of GST).

Slot means a one-year Slot in The NZB Kiwi for the 2025 Edition.

- Slot Auction** means an auction conducted by NZB for the one-year Slot for the 2025 Edition on 19 November 2024.
- Slot Purchaser** means the person to whom the one-year Slot for the 2025 Edition is sold.
- You** means refers to You as a Bidder, Purchaser or Agent as the case may be and Your has a corresponding meaning.

1.2 Construction

- (a) In the interpretation of these Conditions, unless the context otherwise requires:
- (i) Any reference to a person shall include reference to a body corporate and to an unincorporated body of persons.
 - (ii) An obligation or liability of a person, if more than one, shall bind them jointly and each of them severally.
 - (iii) Any reference to a statute or regulation includes a replacement or modification of that statute or regulation.
 - (iv) Any reference to a document includes a reference to any original, a photocopy, a PDF or email image copy of the document.
 - (v) Writing and written includes hand writing, typing, printing, photography and other modes of representing or reproducing words, figures, or symbols in an enduring visible form.
 - (vi) Clause headings will be disregarded.
 - (vii) Words importing the singular shall include the plural and vice versa.

2. CONDUCT OF SALE

2.1 Bidding and Reserves

- (a) Bidding for the Slot shall be in New Zealand Dollars (exclusive of GST).
- (b) The Slot shall be sold at the highest bid accepted by NZB which is equal to or above the Reserve Price.
- (c) The person that made the highest bid accepted by NZB shall be the Slot Purchaser.
- (d) Any bid may be withdrawn before the end of the auction of the Slot.

2.2 Bid Disputes

- (a) Should any bid dispute arise:
 - (i) The Slot shall immediately be re-offered at the last undisputed bid; or
 - (ii) The dispute may be determined by NZB; and
 - (iii) NZB's decision shall be final and binding.

2.3 NZB's Rights

- (a) NZB have the right in their absolute discretion to:
 - (i) Determine the Slot Purchaser;
 - (ii) Nominate or direct from time to time the amount by which bidding may be advanced;
 - (iii) Refuse to accept any bid without giving any reason; and
 - (iv) Settle any dispute in relation to the conduct of the Slot Auction, in such manner as NZB think fit.

2.4 Purchase Acknowledgement

- (a) Immediately following the fall of the hammer You as the Slot Purchaser must complete and sign the Acknowledgment of Slot Purchase and provide such information as NZTR may require including but not limited to:
 - (i) That You are bound by these Conditions of Sale;
 - (ii) That You will complete (to the approval of NZTR) and sign the Slot Holder Agreement either in person or electronically by 4pm Friday 22 November 2024; and
 - (iii) If You are an Agent Your guarantee as principal debtor of the obligations of the Slot Purchaser; unless You have given NZTR a completed Appointment of Agent form for the appointment of an Agent and NZTR have given approval for the Agent to bid in that capacity, and in that case You shall not be held responsible for the payment of the purchase price unless You have breached or exceeded the terms of Your actual or apparent authority.

2.5 One Slot per Person

- (a) No bid will be accepted from any Existing NZB Kiwi Slot Holder or any Related Companies of those Existing NZB Kiwi Slot Holders.

3. GENERAL PROVISIONS

3.1 No Liability

- (a) Every person attending the Slot Auction or entering the NZB Karaka Sales Centre shall do so at their own risk and NZTR and NZB shall not in any way be held liable or responsible for any accident whatsoever to any such person.

3.2 Jurisdiction

- (a) These Conditions of Sale and all contracts made under them shall be governed by the laws of New Zealand and NZTR, Bidders and the Slot Purchaser submit to the exclusive jurisdiction of the New Zealand Courts and any actions that may be necessary, must be brought in a court held at Hamilton or elsewhere should NZTR consent in writing.

All Bidders and the Slot Purchaser should ensure that they read and understand these Conditions of Sale as they shall be deemed to have knowledge of and be bound by them.