

 NZB  
Standardbred

# New Zealand National Standardbred Yearling Sale

**AUCKLAND**

18 February  
At Karaka

**CHRISTCHURCH**

20 & 21 February  
At Canterbury Agricultural Park

# 2024



# GRADUATE DOMINANCE

For decades, New Zealand-bred standardbreds have performed at an elite level on the world stage, demonstrating their strength, stamina and Group One-winning abilities in both hemispheres.

In recent seasons, NZB Standardbred's very own graduates have added to that lineage of success, dominating on racetracks across Australasia.



**Akuta (NZ)** (Bettor's Delight)  
Multiple Group One Winner  
Sale: 2020 Yearling Sale, NZ\$170,000  
Vendor: Broadfield Lodge  
Purchaser: All Stars Racing Stables

# 51

## GROUP ONE WINS

With the oldest five years of age, NZB Standardbred graduates have since claimed 51 Group One wins and 137 stakes wins.

During the 2022 season alone, graduates won 18 Group Ones and 49 stakes races.

**On the cover:**  
**Millwood Nike (NZ)** (Captaintreacherous)  
Multiple Group One Winner  
Sale: 2021 National Yearling Sale, NZ\$75,000  
Vendor: Millwood Farm  
Purchaser: All Stars Racing Stables

# 46%

## AUSTRALASIAN GROUP ONES

Incredibly, New Zealand-breds won 46% of all eligible Group One races in Australasia last season.



**Rock N Roll Doo (NZ)**  
2019 National Yearling Sale, \$14,000



**Jumpingjackmac (NZ)**  
2019 National Yearling Sale, \$36,000

# 33 & 120

## AUSTRALIAN DOMINATION

During the 2022 season, Kiwi horses claimed a whopping 33 Group One races and 120 stakes races across both gaits.

# 52%

## TROTTING FEATURES

New Zealand trotters were responsible for winning 52% of all eligible trotting stakes races in Australasia last season, as well as 49% of all eligible Group One trotting races.



**Lovemeto (NZ)**  
2021 National Yearling Sale, \$45,000

 NZB  
Standardbred

[www.nzstandardbred.co.nz](http://www.nzstandardbred.co.nz)

## 2024 National Standardbred Yearling Sale

Auckland Sale at the Karaka Sales Centre

Sunday 18 February, Lot 1 – 126 from 11am (NZT)

Christchurch Sale at the Canterbury Agricultural Park

Day 1 – Tuesday 20 February, Lot 127 – 260 from 11am (NZT)

Day 2 – Wednesday 21 February, Lot 261 – 393 from 11am (NZT)

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Karaka Sales Centre, 10 Hinau Road, Karaka, Auckland, New Zealand  
+64 9 298 0055 | [standardbred@nz.co.nz](mailto:standardbred@nz.co.nz) | [www.nzstandardbred.co.nz](http://www.nzstandardbred.co.nz)



# NZB STANDARDBRED GROUP ONE ALUMNI

Akuta

Allamericanlover

Always An Angel

American Dealer

B D Joe

Coastal Babe

Don't Stop Dreaming

Double Delight

Franco Indie

Have No Fear

Highgrove

Himself

In The Spotlight

It's All About Faith

Jett Star

Krug

Kyvalley Hotspur

Lovemeto

Merlin

Millwood Nike

Montana DJ

Nazareth

Rock N Roll Doo

Town Echo

True Fantasy

Wheres The Gold

Merlin (NZ) (Art Major)  
G1 Northern Derby, 2x Harness Million Winner  
2021 National Yearling Sale, NZ\$120,000  
Vendor: Broadfield Lodge  
Purchaser: Montana Park P/L



Don't Stop Dreaming (NZ) (Bettor's Delight)  
Multiple Group One Winner  
2021 National Yearling Sale, NZ\$250,000  
Vendor: Studholme Bloodstock  
Purchaser: All Stars Racing Stables





Bountiful grass, rolling hills and **mineral rich soils** play a crucial role in allowing New Zealand born and raised standardbreds to mature and strengthen, imbuing them with that signature **durability and power** that the Kiwi-bred is renowned for.

# Unique New Zealand

Set apart from the rest of the world, enviable bloodlines run the length and breadth of New Zealand, producing some of the very best yearlings on the planet.

But you don't get Group One-winning racehorses purely from nature. There's toil behind the triumph. Expert Kiwi horsemen and women understand what it takes to raise champions. Wisdom knows no boundary, with purpose-built facilities designed to grow out young standardbreds.

# FLYING AKL-CHC RETURN SERVICE



 NZB  
Airfreight®

NZB Airfreight has a regular and on demand return service available between Auckland and Christchurch for domestic travellers.

Fly with the team who have renowned service and experience, great rates and a priority to get your horse there with care and safety at heart.



## Experience NZB Standardbred

### SALES PAVILIONS

The world-renowned Sales Centre at Karaka and facilities at the Canterbury Agricultural Park provide the ideal backdrop for this February's annual yearling harvest. Along with quality stock, it is the buying experience that sets us apart from our rivals. Delicious Kiwi food from onsite cafes, cold beverages served in the bars, piping-hot, barista-made coffee and the exceptional warm welcome buyers receive from respected vendors are just a few highlights of the hospitality on offer this summer.

### VENDOR MARQUEES

One of the unique aspects of the Karaka experience are the farms' lavish hospitality marquees for entertaining and catering for clients. Enjoy a wide and varied range of gourmet delicacies and Kiwi favourites and get to know the expert horsemen and women behind New Zealand's leading studs.

### ACCOMODATION SERVICES

We offer a complimentary booking service, so whether you are planning on staying in Auckland or Christchurch for a few days or a couple of weeks, you can get the best rates and rooms during your stay. Contact +64 9 298 0055 or [standardbred@nzb.co.nz](mailto:standardbred@nzb.co.nz).

Contact the NZB Airfreight team today.

+64 9 298 0055 | [airfreight@nzb.co.nz](mailto:airfreight@nzb.co.nz) | [www.nzbairfreight.com](http://www.nzbairfreight.com)

# Renowned Spaces & Services

Whether you are participating in person or online, NZB Standardbred is proud to offer clients a buying experience with unrivalled services.

Once the gavel falls, every aspect of the purchaser's bloodstock interests can be managed in the one location with NZB's Airfreight, Insurance and Finance divisions available to service your every need.



## **NZB AIRFREIGHT**

First-class service at economy rates  
NZB Airfreight has over 60 years' experience flying horses around the world. With offices in New Zealand and Australia, horses are flown from both countries to as far as the USA and the UK. We take care of every part of the administration process for our clients – from customs to quarantine and more, with care and safety at heart.

## **NZB INSURANCE**

The Group One insurer  
NZB Insurance has a long established history of protecting the interests of major racing and breeding establishments, both domestically and globally. From foals and yearlings to racehorses, broodmares and stallions. All of our business is placed with established syndicates at Lloyd's Underwriters in London.

## **NZB FINANCE**

Invest in your next champion  
NZB is the perfect stage for astute investors to secure and realise standardbred investments. Offering a range of finance options to approved customers, NZB Finance can assist with financing your pinhooking investments, broodmare band, or racing and breeding quality fillies.

## **ZERO GST**

Defer the GST of your purchase  
Overseas buyers can leave their purchase in New Zealand for up to 24 months and defer the GST. NZB can assist international buyers with this simple process for purchases destined for export.

# Karaka Sales Centre



- SALES PAVILION
  1. Reception
  2. Sales Day Office
  3. Business Centre
  4. Phar Lap (Level 1)
  5. Tulloch Café (Level 1)
  6. Indoor Parade Ring / Garden Bar
  7. Dunstan Outdoor Parade Ring
- BARNs
- IAHP REPOSITORY

# GROUP 1 INSURERS



 NZB  
Insurance®

We have an established history of protecting the interests of major racing and breeding establishments, both domestically and globally. From foals and yearlings to racehorses, broodmares and stallions, clients choose us to take care of their insurance needs. All our business is placed with trusted syndicates at Lloyd's Underwriters in London.

**Talk to us about an equine policy to suit you today.**

Contact the NZB Insurance team today.

+64 9 298 0055 | insurance@nzb.co.nz | www.nzb.co.nz/insurance

## Breaks the worm cycle



Infection starts in the pasture. BioWorma stops it at the source



## Got a worm problem?

A recent study of 62 Australian Thoroughbred farms revealed a high prevalence of parasitic nematodes\*

find out more



\*Reference: Abbas et al. 2023



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✉ info@iahp.com.au

🌐 www.iahp.com.au

International Toll Free Australia: **1800 801 201**  
IAH Sales Pty. Ltd. 18 Healey Circuit, Huntingwood NSW 2148 Australia

# Harness Million Race Series

New Zealand harness racing will again experience its very own pre-NZB Standardbred National Yearling Sale meeting, with a mega night of six Group or Listed races confirmed at Alexandra Park for the 2024 Harness Million Series 3YO meeting.

With an estimated \$1 million dollars in the prizepool, NZB's Harness Million Sales Race Series is open to standardbred weanlings and yearlings offered through the sale ring at qualifying New Zealand Bloodstock Sales. Setting the benchmark for incentive races in New Zealand.



## THE RACE TOWARDS THE 2YO SERIES

A fresh wave of talent hits the track

The first opportunity for the juveniles to claim valuable Harness Million earnings is when the two-year-olds compete in three separate races - the Colts & Geldings Pace, Fillies Pace and Trotters races, all carrying a Restricted Listed status. This raceday is held in Christchurch in October.

## SECOND OPPORTUNITY FOR 3YOS

The prizepool continues to flow

The three-year-olds meet again on Friday 16 February at Alexandra Park - two days before the National Yearling Sale for another shot at Harness Million glory with the running of the 3YO Colts & Geldings Pace, Fillies Pace and Trotters races also at Restricted Listed Status.

## HARNESS MILLION RACEDAY - 16 FEB

A terrific opportunity to showcase premier racing at one of the leading clubs in Australasia, you can be sure that Alexandra Park will roll out its red carpet in this must-attend event. As well as the Harness Million Series features, the evening is supported by three quality undercard races.

## YOUR INVITE ON COURSE

Join us at the highly anticipated raceday

Venue: Alexandra Park, Auckland  
Date: Friday 16 February 2024, 5:30pm  
Dress: Smart Casual  
Watch: Trackside 1 or HRNZ

- \$200,000 Harness Million Listed 3YO Colts & Geldings Pace (2200m)
- \$150,000 Harness Million Listed 3YO Fillies Pace (1980m)
- \$75,000 Harness Million Listed 3YO Trot (1980m)

## HARNESS MILLION ROLL OF HONOUR

### 2023 COLTS & GELDINGS PACE - COLD CHISEL (NZ)

Always B Miki x Shezaball | Montana Park P/L | Denario Breeding

### 2023 FILLIES PACE - COASTAL BABE (NZ)

Downbytheseaside x Jessies Girl | Matt Anderson | Woodlands Stud

### 2023 TROTTERS - PARAMOUNT KIWI (NZ)

Father Patrick x Paramount Star | Mr MW White | Studholme Bloodstock

### 2022 COLTS & GELDINGS PACE - MERLIN (NZ)

Art Major x Imaginary Bet | Montana Park | Broadfield Lodge

### 2022 FILLIES PACE - MILLWOOD NIKE (NZ)

Captainteacherous x Albuquerque | All Stars Racing | Millwood Farm

### 2022 TROTTERS - SOUTHERN DIAMOND (NZ)

Creatine x Ugly Betty | Purdon/Phelan Stables | Beaudiene Breeding

### 2023 COLTS & GELDINGS PACE - MERLIN (NZ)

Art Major x Imaginary Bet | Montana Park | Broadfield Lodge

### 2023 FILLIES PACE - MILLWOOD NIKE (NZ)

Captainteacherous x Albuquerque | All Stars Racing | Millwood Farm

### 2023 TROTTERS - LOVEMETO (NZ)

What The Hill x Love Ya Doosie | Rogerson Bloodstock | Breckon Farms

### 2022 COLTS & GELDINGS PACE - MAGIC FOUR (NZ)

Bettor's Delight x Caribbean Blue | McKerrow Bldstk | Woodlands Stud

### 2022 FILLIES PACE - TRUE FANTASY (NZ)

Bettor's Delight x Secret Notion | Jean Feiss | Studholme Bloodstock

### 2022 TROTTERS - HIGHGROVE (NZ)

Love You, x Focus On Me | Diamond Racing | L.Smith

2YO WINNERS

3YO WINNERS



## HARNESS MILLION SERIES

ADMINISTERED BY THE NZ SIRES' STAKES BOARD

All Yearlings offered at NZB's 2024 National Yearling Sale are eligible for the exciting NZB Standardbred Harness Million Series.

**\$1,000,000 IN TOTAL WILL BE RACED FOR:**

- 2YO Colts & Geldings, Fillies and Trotters
- 3YO Colts & Geldings, Fillies and Trotters
- 4YO & Older (conditioned) Entires & Geldings, Mares & Trotters.

Visit [www.nzbstandardbred.co.nz](http://www.nzbstandardbred.co.nz) for more information.

**TAB THOROUGHBREDS**

# SUPER SATURDAYS

**\$50**

**BONUS BACK**

Back a horse in selected races on Saturdays and if it runs 2nd-4th get up to \$50 as a Bonus Bet. See [tab.co.nz](http://tab.co.nz) each week for qualifying races.

**BET NOW TAB**

# Complete Buyer Tool Kit

With significant importance placed on data and media more so than ever before, NZB Standardbred's website provides the most extensive online catalogue display found in the Southern Hemisphere.

The number one source for pedigrees, lot photos and parade videos, reports, updates and more available at [www.nzstandardbred.co.nz](http://www.nzstandardbred.co.nz).

NZB Standardbred is proud to be at the forefront of developing new technology, and the customisation and comprehensive search capabilities on our website are perfectly tailored to help potential buyers analyse the 2024 National Yearling Sale catalogue.



# READY TO INVEST IN QUALITY BLOODSTOCK?



 NZB  
Finance®

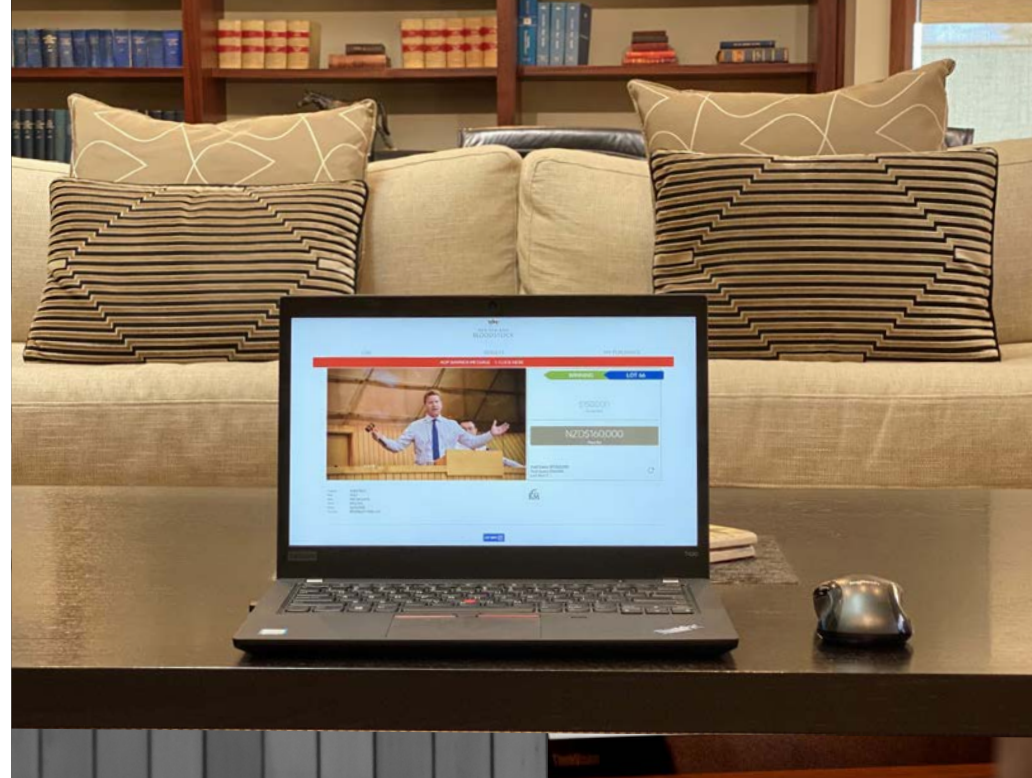
We can help you invest in quality bloodlines with our lease-to-purchase facility. Speak to the team about how you can acquire that high quality filly or race mare today and set yourself up with a commercial breeding prospect for the future.

**Get in touch with NZB Finance to help you purchase your next champion filly or broodmare!**

Contact the NZB Finance team today.

+64 9 298 0055 | [finance@nzb.co.nz](mailto:finance@nzb.co.nz) | [www.nzb.co.nz/finance](http://www.nzb.co.nz/finance)

  
NEW ZEALAND  
BLOODSTOCK®  
*Where Winning Begins*



## Online Bidding

With ultra-fast fibre at Karaka and developments in technology, we offer online bidding services for all registered buyers who wish to purchase from our sales remotely.

Visit [standardbred.bidonline.nzb.co.nz](http://standardbred.bidonline.nzb.co.nz) and ensure you are registered and verified 24 hours prior to the Sale. Follow the steps to register, sign in and bid.

For those that are already registered and/or have previously purchased on the platform, you must still register for the Sale. However, the process is very simple.

Simply login to your existing account on [standardbred.bidonline.nzb.co.nz](http://standardbred.bidonline.nzb.co.nz) – you will be sent directly to a registration page. All you need to do is enter your intended spend for the Sale, terms and method of payment, plus accepting the usual NZB Terms and Conditions. Once you have filled in those three required fields and submitted your registration, you will be set up for bidding via the platform again.

# Register To Bid

There are several ways to participate in the bidding action to secure your future racetrack star. Whether you are new to NZB auctions or have previously purchased, follow the registration process at least 24 hours prior to selling to ensure a smooth bidding experience.



## REGISTER TO BID ONSITE

For those coming to Karaka & Christchurch

For new purchasers that do not have an existing account with NZB, register to bid at [nzbstandardbred.co.nz/](http://nzbstandardbred.co.nz/) registration at least 24 hours prior to selling. Once you have arrived at Karaka or Christchurch, visit the Sale Day Office to collect your purchaser registration sticker.

For existing clients who have purchased or registered at an NZB sale previously, simply pop into the Sale Day Office on arrival to collect your purchaser registration sticker.

## ONLINE BIDDING

To purchase remotely

For new and existing purchasers wishing to use the online bidding

platform, refer to the Online Bidding page for more information.

## APPOINTMENT OF AGENT

Astute agents available

All yearlings entered in the Sale have been inspected by NZB agents who will be available to bid on your behalf. If doing so, make sure to fill out an Appointment of Agent form at least 24 hours prior to selling.

There are plenty of ways to secure your next champion at an NZB Standardbred auction. Get in touch with the team if you need more information about registering to bid.

[registration@nzb.co.nz](mailto:registration@nzb.co.nz)  
+64 9 298 0055

# EXPERT AGENTS FOR BUYING AND SELLING



NZB's expert bloodstock agents are all registered valuers and have unrivalled knowledge of the industry. Whether a big or small operation, our agents can assist you with:

- Valuations
- Decisions for the upcoming breeding and selling season to maximise your return
- Strategic review of your bloodstock portfolio

All horses in the 2024 National Standardbred Yearling Sale will be inspected by NZB agents who are also available to assist buyers with any queries or to bid on your behalf.

Contact the NZB Bloodstock team today.

standardbred@nzb.co.nz | +64 21 737 199 | www.nzbstandardbred.co.nz



## NEW ZEALAND SIRE'S STAKES BOARD

PO Box 9289, Tower Junction, Christchurch 8149, New Zealand  
Ph 027 4711 081 [www.nzsiresstakes.co.nz](http://www.nzsiresstakes.co.nz)

Yearlings offered in this year's NZB Standardbred Sales catalogue may be eligible to race in the following Series as 2YO's & 3YO's (Subject to sustaining payments being made)

**N.Z Sires Stakes Series No. 42**  
**Nevele R Fillies Series No. 48**  
**Caduceus Club Fillies Series No. 27**

Look for the following codes at bottom of each page in catalogue so you can be part of the exclusive series racing for exceptional stake money.

**"NZSS - Nevele R - Caduceus"**

**"Next sustaining payment due for the above-mentioned series is July 1st, 2024"**

**or tick the fully paid up option when you sign for your Yearling**

**N.Z Sires' Stakes Series have an estimated total stake pool of \$1,200,000 - be a part of it**

**2YO & 3YO C & G Pacers Finals \$150,000 est. + Heats**  
**2YO & 3YO Fillies Pacers \$130,000 est. + Heats**  
**2YO & 3YO Trotters Championship \$57,500 est. + Preludes**

**NEVELE R Fillies Series - 3YO Pacing Fillies**  
**7 Heats, including 2 conditioned Heats, plus Final \$140,000 est.**

### DEVELOPING "CONDITIONED" RACES

**Woodlands Stud Harness 7000**, Garrard's 3YO Sophomore Classic,  
Bob McArdle Mares Classic,  
**Magness Benrow Mares Classic**, Stallions Australasia Aged Trotters  
Classic - all \$40,000 est.

**Macca Lodge 3YO Trotting Fillies Classique (Gr3)** \$45,000 est.

**Macca Lodge 2YO Trotting Fillies Classique (L)** \$25,000 est.

**Uncut Gems (L) - 4YO & Older Entires & Geldings, Mares & Trotters** \$40,000 est.

# World Class Broadcast

NZB Standardbred is proud to be at the forefront of providing an enriched sale broadcast stream for its audiences around the globe. Our outstanding coverage is among the best in the Southern Hemisphere, with key highlights, interviews and colour beamed live to viewers across three action-packed days of selling.

Commencing on Sunday 18 February and running through to the close of selling on Wednesday 21 February, NZB Standardbred's live sale broadcast can be viewed on various outlets both domestically and internationally.



## CHANNEL AVAILABILITY

The entire sale will be beamed live on Freeview Channel 200, NZB Standardbred's website and online bidding platform, as well as livestreamed on NZB Standardbred's Facebook page. Sale highlights will also go to air on Trackside in New Zealand and SKY Racing in Australia.

## HIGHLIGHTS AND INTERVIEWS

Onlookers around the globe can also expect hosts Michael Guerin and Greg O'Connor to bring key sale highlights, interviews and stories across the four days of coverage, with all the live action published on NZB Standardbred's social media and Sale TV channels.

## PREVIEW AND REVIEW SHOWS

Each day will be bookended with a half hour preview show, commencing prior to the opening of each sale day,

and the review show will take place after the close of selling each sale day. Hosted by Michael Guerin and Greg O'Connor, these shows will feature interviews with key personalities, sales analysis and colour from right around the Karaka Sales Centre and Canterbury Agricultural Park.

## SALE TV

NZB Standardbred are renowned for bringing their live auctions to all in a thrilling, action-packed broadcast brimming with content, highlights and interviews, while not missing a bid in the auction ring. However, if you happen to miss any of the live action, recorded lot-by-lot footage will be updated throughout each sale day on NZB Standardbred's Sale TV channel, available to view at [nzbstandardbred.co.nz/sale-tv](http://nzbstandardbred.co.nz/sale-tv).



# DoubleTree by Hilton **Karaka**

Located amidst its own oasis in Auckland, the DoubleTree by Hilton Karaka hotel is set within the picturesque grounds of NZB's Karaka Sales Centre.

Boasting 122 guest rooms, including four suites and an 87sqm presidential suite, an impressive swimming pool and outdoor bar, a large gym, a signature Horseshoe Bar and Ethereal Artisan Kitchen, as well as generous entertainment areas with two large outdoor fireplaces.

NZB is pleased to provide its clients with an exclusive rate for those wishing to stay in the newly constructed DoubleTree by Hilton Karaka.

To make a booking at the DoubleTree by Hilton Karaka, contact [standardbred@nzb.co.nz](mailto:standardbred@nzb.co.nz) or +64 9 298 0055 for enquiries.

# Selected hotels

Auckland and Christchurch are bustling with beautiful properties, new and classic to provide opportunities to stay in the heart of each city or closeby.

NZB Standardbred offers a complimentary accommodation booking service, so whether you're planning on staying in Auckland and Christchurch for a few days or a couple of weeks, you get the best rates and rooms during your stay.

Bookings are essential and can be made by contacting [standardbred@nzb.co.nz](mailto:standardbred@nzb.co.nz).



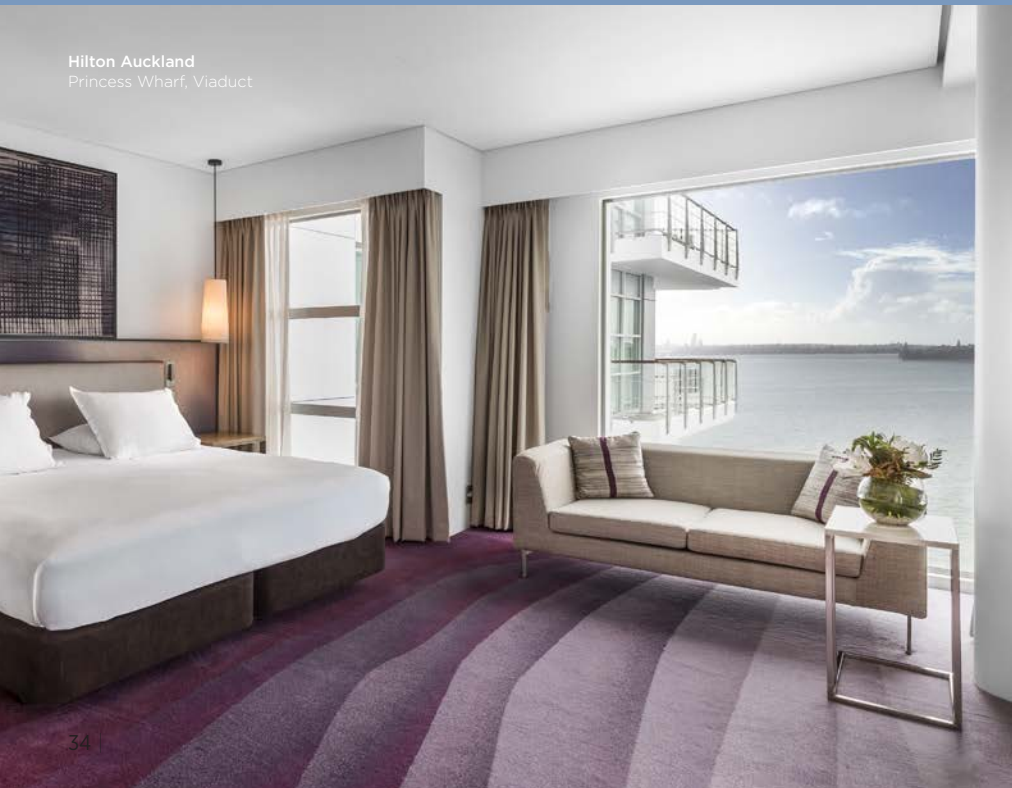
Cordis  
Auckland Central



Chateau on the Park  
Christchurch Central



The George  
Christchurch Central



Hilton Auckland  
Princess Wharf, Viaduct

## AUCKLAND

### HILTON AUCKLAND

Sleek rooms, gorgeous views and the perfect location just a short walk from CBD and Quay Street restaurants, shops and nightlife. Arguably the best harbour view in town, the Hilton's signature restaurant FISH offers an unforgettable dining experience.

### CORDIS

A stable favourite for many, Cordis is renowned for unparalleled service, hospitality, elegance and tranquility. Located close to motorway access points in the heart of the city.

## CHRISTCHURCH

### CHATEAU ON THE PARK

Nestled carefully between Hagley Park, Canterbury Museum and Christchurch Botanic Gardens, Chateau on the Park is a classic DoubleTree by Hilton hotel, offering idyllic leisure with attractive notes of artistry and tranquillity.

### THE GEORGE

Walking distance from Christchurch Casino and other Christchurch attractions, The George boasts boutique, luxury rooms with impeccable service and extensive facilities, as well as featuring award-winning restaurant 50 Bistro.

### BOOK YOUR STAY

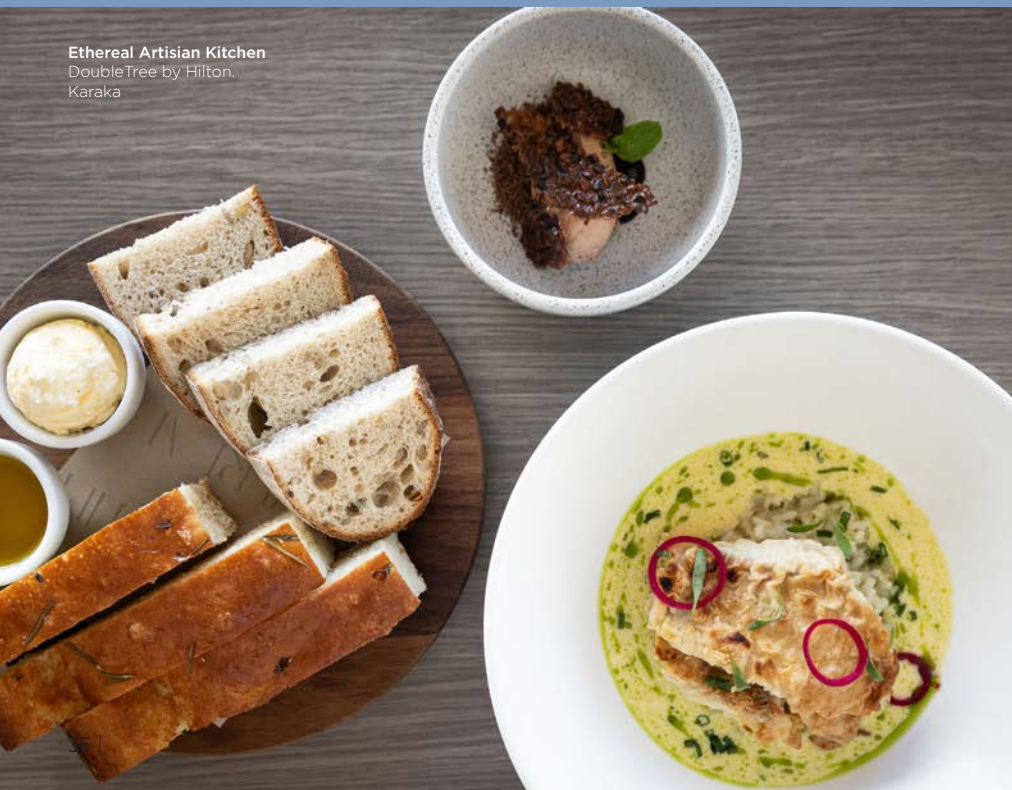
To make a booking at the DoubleTree by Hilton Karaka or other selected hotels, contact [travel@nzb.co.nz](mailto:travel@nzb.co.nz) or +64 9 298 0055.

# City cuisine

New Zealand's inner-city restaurant scene offers an abundance of dining options founded on the use of quality, fresh produce and multi-cultural influences. Auckland and Christchurch deliver on great expectations of mouth-watering cuisine and energetic nightlife.

No matter where you situate yourself, whether it be in the hustle and bustle of the city centre, or further South, there is a piece of New Zealand's finest dining for everyone to experience.

Ethereal Artisan Kitchen  
DoubleTree by Hilton.  
Karaka



Bossi  
Auckland Central



Fiddlesticks  
Christchurch Central



King of Snake  
Christchurch Central

## AUCKLAND

### ETHEREAL ARTISIAN KITCHEN

During an NZB sale, clients can enjoy a luxury continental breakfast with barista-made coffee before heading out onto the grounds to complete a full day of inspecting and purchasing horses. Upon your return, you can indulge in a delectable meal at Ethereal Artisan Kitchen, with signature Karaka cocktails flowing at the Horseshoe Bar.

### BOSSI

The Auckland CBD is renowned for its exceptional nightlife and delicious food. Offering peak drinking and dining experiences, this district is home to Bossi, an authentic Italian cuisine where food, wine and family remains at the heart.

## CHRISTCHURCH

### FIDDLESTICKS

Offering a menu of beautifully designed starters, captivating mains and plentiful shared feasts that the whole table can enjoy. The interior is a stylish blend of retro wooden tables and splashes of colour, creating the perfect atmosphere.

### KING OF SNAKE

Award-winning home of Asian dining in Christchurch with a stunning culinary journey into Southeast Asian Cuisine. The elevation of the region's tastes, textures and aromatics in a casual, sophisticated atmosphere.

Contact [standardbred@nzb.co.nz](mailto:standardbred@nzb.co.nz) for further recommendations, or assistance booking your dining.

# — Create your perfect moments with us...

## **Discover the enchantment of your next event at Karaka Pavilion, where nature's embrace meets urban elegance.**

Nestled within a leafy Karaka haven, your gatherings are set against the backdrop of vibrant greenery. Wander through lush rose gardens that exude timeless romance, providing the perfect setting for weddings and intimate celebrations.

Step inside to explore our distinctive indoor spaces, each infused with its own character and charm, ready to transform corporate functions, galas, and special occasions into unforgettable moments.

At Karaka Pavilion, we craft experiences that blend the beauty of nature with the sophistication of versatile indoor settings, ensuring that your event is as unique as it is memorable.

### **Talk to our team today —**

bec.mcleod@99reasons.co.nz | [www.karakapavilion.co.nz](http://www.karakapavilion.co.nz)



KARAKA PAVILION  
*Events Centre*





# AN APPETITE FOR SUCCESS

SUPPLIER, SPONSOR, SUPPORTER

## NO.1 NZ TRAINER

2022/23 New Zealand Trainers' Premiership winner

## WINS RECORD

2022/23 New Zealand Trainers' Record of total wins

## NO.1 SI TRAINER

2022/23 South Island Trainers' Premiership Winner



"Behind every one of our great feeds is a great team"

## 100% DUNSTAN

100% Dunstan Fed at the 2023 Standardbred Weanling Sale



## LEADING VENDOR

2023 National Weanling Sale

## TOP 3 YEARLINGS

Top 3 Lots sold at the New Zealand Bloodstock National Yearling Sale 2023



## LEADING VENDOR

Leading Vendor at the National Standardbred Yearling Sale 2023



SATISFYING APETITES SINCE 1986

Ph: 0800 438 678 Email: [dunstan@dunstan.co.nz](mailto:dunstan@dunstan.co.nz) [www.dunstan.co.nz](http://www.dunstan.co.nz)



**MAJESTIC HORSE FLOATS LP**

**BE IN TO WIN A \$500 TRAVEL VOUCHER**

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### 2YO Male Pacers

|                                 |           |
|---------------------------------|-----------|
| Ace of Spades .....             | \$110,000 |
| NZB Harness Million Final ..... | \$200,000 |
| Sires Stakes Final .....        | \$175,000 |

### 2YO Pacing Fillies

|                                |           |
|--------------------------------|-----------|
| Caduceus Club Classic .....    | \$110,000 |
| Ace of Diamonds .....          | \$110,000 |
| NZB Harness Million Final..... | \$150,000 |
| Sires Stakes .....             | \$150,000 |

### 3YO Male Pacers

|                                 |           |
|---------------------------------|-----------|
| NZB Harness Million Final ..... | \$200,000 |
| Northern Derby .....            | \$150,000 |
| NZ Derby .....                  | \$250,000 |
| Sires Stakes .....              | \$150,000 |
| Ver0 Flying Stakes .....        | \$110,000 |

### 3YO Pacing Fillies

|                                      |           |
|--------------------------------------|-----------|
| Nevele R Fillies Series Finals ..... | \$140,000 |
| New Zealand Oaks .....               | \$175,000 |
| Northern Oaks .....                  | \$110,000 |
| NZB Harness Million.....             | \$150,000 |
| Sires Stakes .....                   | \$150,000 |

### Pacing Fillies &/or Mares

|                          |           |
|--------------------------|-----------|
| NZ Breeders Stakes ..... | \$110,000 |
| Queen Of Hearts .....    | \$110,000 |

### Open/4YO+ Pacers

|                         |             |
|-------------------------|-------------|
| Auckland Cup .....      | \$200,000   |
| Invercargill Cup .....  | \$110,000   |
| NZ Messenger .....      | \$110,000   |
| NZ Pacing FFA .....     | \$200,000   |
| NZ Trotting Cup .....   | \$750,000   |
| Taylor Mile .....       | \$110,000   |
| The Race By Grins ..... | \$1,000,000 |

### 2YO Male Trotters

|                                 |           |
|---------------------------------|-----------|
| Ace of Clubs .....              | \$110,000 |
| NZB Harness Million Final ..... | \$75,000  |
| Sires Stakes (open sex) .....   | \$70,000  |

### 2YO Trotting Fillies

|                     |           |
|---------------------|-----------|
| Ace of Hearts ..... | \$110,000 |
|---------------------|-----------|

### 3YO Male Trotters

|                                      |           |
|--------------------------------------|-----------|
| NZB Harness Million (open sex) ..... | \$75,000  |
| Northern Trotting Derby .....        | \$110,000 |
| NZ Trotting Derby .....              | \$110,000 |
| Sires Stakes (open sex) .....        | \$70,000  |

### 3YO Trotting Fillies

|                        |           |
|------------------------|-----------|
| NZ Trotting Oaks ..... | \$110,000 |
|------------------------|-----------|

### Open/4YO+ Trotters

|                          |           |
|--------------------------|-----------|
| Anzac Cup .....          | \$50,000  |
| Dominion Trot .....      | \$300,000 |
| National Trot .....      | \$110,000 |
| Fred Shaw Memorial ..... | \$110,000 |
| NZ Trotting FFA .....    | \$110,000 |
| Rowe Cup .....           | \$200,000 |

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101 Doncaster Ave, Kensington,  
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# MEDIA & RESULTS

## NEWS & SOCIAL

Keep up to date with the latest New Zealand Bloodstock news and Sale information by signing up to regular newsletters on our website [www.nzstandardbred.co.nz](http://www.nzstandardbred.co.nz). Simply scroll down to the 'Our Newsletter' section on the homepage and enter your email address to subscribe.

Another way to keep informed with the latest NZB Standardbred news is to connect with us on Twitter, Facebook, Instagram & WeChat.

## LIVE WEBCAST & RESULTS

NZB Standardbred offers a live webcast for the duration of the Sale. Go to [www.nzstandardbred.co.nz](http://www.nzstandardbred.co.nz) and click on the Sale link. This will bring you to the catalogue and live video stream where results will be updated regularly throughout the Sale. You can also search by buyer, vendor, dam and sire within the results.

The action can also be viewed online from the live stream on the NZB Facebook page: [facebook.com/NZBStandardbred](https://facebook.com/NZBStandardbred).

## NZB APP

NZB has an iPad app available for the Sale. The app will have the Sale catalogue available to be downloaded for free to your iPad. To download, or to view more information including the online user guide and video tutorial, please go to [www.equineline.com/SalesCatalogApp/](http://www.equineline.com/SalesCatalogApp/)

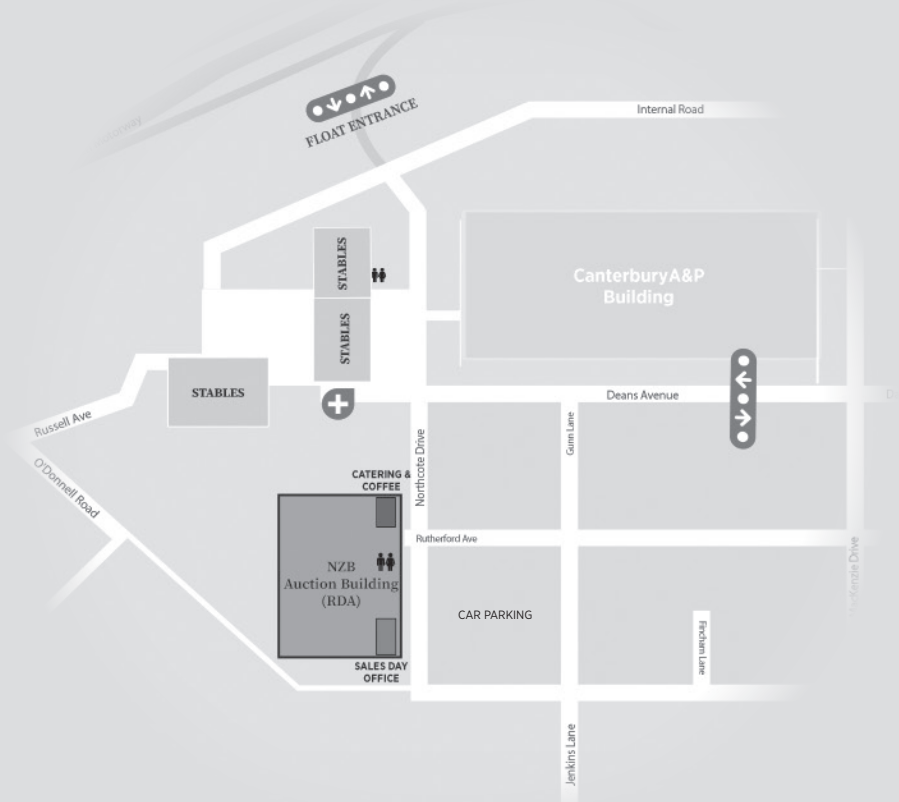
## BUSINESS CENTRE & WIFI

Buyers at Karaka are welcome to use the Karaka Business Centre. The entrance is located off the lawn, next to Stable Barn I. The facilities on offer include a phone charging station, computers with internet access, fax, photocopying and international payment terminals.

Free WiFi is also available to those on the grounds. To connect, select 'NZB-Internet' from the network options on your device.

# CHRISTCHURCH COMPLEX MAP

Canterbury Agricultural Park, 102 Curletts Road, Wigram, Christchurch, 8042



Enter the complex via Curletts Road - parking is available on the grass area opposite the RDA Building.

The Sales Day office is located inside the RDA Building.

# HOW TO READ A PEDIGREE

Catalogue Lot number, horses are auctioned in numerical order.

Colour of the horse.

Name of the consignor presenting the horse for Sale.

Sex of the horse.

Letter of the Barn the horse is located in and the stable number.

The horses date of birth. **Lot 381**  
Foaled 5 November 2017

The fathers name and year he was born. **Krug** Bay Colt  
Box J 261  
Branded : 7520

The mothers name and year she was born. **Account of SMOLENSKI STABLES, Weedons.**  
(The property of Est. J. W. Smolenski)

|   |                                  |  |
|---|----------------------------------|--|
| Sire<br><b>Bettor's Delight (USA)</b><br>1997 | Cam's Card Shark<br>Classic Wish | Cam Fella.....Most Happy Fella<br>Jef's Magic Trick .....B G's Bunny<br>Armbro Emerson .....Abercrombie<br>Best Of The Best .....Albatross |
| Dam<br><b>Champagne Princess</b><br>1999      | Soky's Atom<br>Champagne Royal   | Albatross .....Meadow Skipper<br>Soky's Seal.....Adios Vic<br>Smooth Fella.....Most Happy Fella<br>Regal Guest.....Lordship                |

These are the horses grandparents on both the paternal and maternal sides. In this case, Cam's Card Shark is the paternal grandfather. And Soky's Atom is the maternal grandfather.

Here is a record of any siblings out of the 1st Dam. In this case, the Dam has had six foals, with five foals who have raced and four of them being winners.

This is the performance record for the horses father - otherwise known as Sire. Along with the performance of his best progeny.

The 1st Dam is the horses maternal grandmother. The 2nd Dam is the horses maternal great-grandmother.

Pedigree pages that feature a lot of 'black-type' on the page are an indication of the horses superior breeding and record of significant related stake race of winners.

Stakes races are listed in the order of prestige and prizemoney:  
#1 Group 1 (Gr.1)  
#2 Group 2 (Gr.2)  
#3 Group 3 (Gr.3)  
#4 Listed

**BETTOR'S DELIGHT (USA):** p.2, 1.51.6m; p.3, 1.49.8m \$2,581,461. Sire in NA of the winners of \$207,278,349. Sire of Lazarus (1.48.8 \$4,477,189, ID Grand Final), Beautide (1.50.2, \$2,183,117, ID Grand Final), Bit Of A Legend (1.49.8 \$2,393,651), Adore Me (1.47.7, \$1,667,032, NZ Cup), Chicago Bull (1.51.6, \$1,654,649), Spanish Armada (\$787,470, 6 Group 1's), Tiger Tara (1.49.8, \$1,400,411).

**1st dam**  
**CHAMPAGNE PRINCESS** (p.3, 1.57.2; 1.56.9, 1950m; 12 wins 8 places \$143,484, incl Nevele R Stud Stks, **Gr.2**, Southland Oaks, **Gr.2**, 2 Nevele R Fillies Hts, 2d NZ Sires Stks 2yo Final, **Gr.1**, 3d NZ Sires Stks 3yo Final, **Gr.1**, Nevele R Fillies Final, **Gr.1**) by Soky's Atom. This is her sixth live foal. Dam of five foals to race, four winners-  
**JAY DUB** (1.57.3f, Aust) c by McArdle. (p.2, 1.57.7; 2 wins at 2 & 3, 1 place \$13,028) Plus 6 Vic, Tas & NSW wins incl 1 at Hobart \$31,509 to date.  
**OUR PRINCESS ROYAL** (p.2, 1.59.4, 1950m) f by Christian Cullen. 2 wins at 2 & 3 \$19,291, incl NZ Sires Stks 2yo Hf. Died at 3.  
**LENOLA STRIDE** (p.3, 1.56.8m; 1.53.7m) f by Christian Cullen. 3 NSW wins at MP \$13,020. Now at stud.  
**PRINCE MCARDLE** (1.58.4f, 1800m) g by McArdle. 3 SA wins at Adelaide \$10,269 to date.

**2nd dam**  
**CHAMPAGNE ROYAL** (1.59.7, 2000m; 5 wins 3 places \$27,225) by Smooth Fella. Half-sister to **MAGIC ATTACK**, **SCARECROW**, **A LITTLE MORE MAGIC**, **DOYATHINKIMSEXY**, **LAURENT PERRIER**, **REGENT GUEST**. Dam of 5 foals, 2 to race, 2 winners inc:-  
Deadly Affair (2.3.8, 2600m; 4 wins 6 places \$21,512).  
Champagne N Diamonds by Soky's Atom. Unraced dam of-  
**SPARKLING** (p.3, 1.56.4m, 1720m) 6 Vic & Tas wins incl 3 at Hobart, 1 at Melton \$35,048.  
**MCARDLES GEM** (p.3, 1.58.1f, 2100m; 1.57.3h, 2130m) 7 WA wins incl 1 at Perth \$36,930 to date.

**3rd dam**  
**REGAL GUEST** (p.3, 1.58.2; 4 wins at 3, 6 places \$39,125, incl 3d DB Fillies Final, **Gr.1**) by Lordship. Half-sister to **HILARIOUS GUEST**, **RISKY BUSINESS**, **Imperial Guest**. Dam of 16 foals, 11 to race, 10 winners inc:-  
**REGENT GUEST** (1.58.6 PL; 3 wins 8 places \$17,270) by Vance Hanover, grandam of-  
**(BE) JACKS LEGEND** (p.3, 1.51.8; 6 wins 11 places \$325,331 to date, incl 2017 Harness Jewels 3yo Emerald, **Gr.1**, 2d 2017 NZ Cup, **Gr.1**, 3d 2017 NZ Ffa, **Gr.1**, NZ Sires Stks 3yo Final, **Gr.1**) Plus 1 Vic win at Melton at 3 \$14,400, best m.r., p.3, 3.55m, 2240m.  
**JOANNE'S A DELIGHT** (p.2, 1.55.4, 1700m; 4 wins at 2 & 3, 4 places \$145,044, incl NZ Sires Stks 2yo Final, **Gr.1**, Caduceus Club Of Southland 2yo of Classic, **Gr.3**, 3d Harness Jewels 2yo Diamond, **Gr.1**.

**Eligibility:** NZSS; Breeders Crown  
**Preparer:** Mark Smolenski, Weedons. Phone 027 431 5085

The pedigree above was that of Group One graduate Krug (NZ) who was sold at the 2019 Christchurch National Yearling Sale for \$155,000 to Kentuckiana Lodge

The criteria for the use of Black Type in pedigrees is as follows:

**BOLD FACE CAPITALS** indicate the horse is a Group One winner, \$100,000 stakes earner or 2.00 winning performer.

**Bold Face Ordinary** indicates that a horse is a Group Two or Group Three race winner, or a Group One placegetter.

# STAKES ELIGIBILITY

Stakes eligibility is listed at the bottom of the pedigree page for horses that are eligible for the following series:



## NZB Standardbred Harness Million Series

All Yearlings entered in NZB's 2024 Sales are eligible for the exciting Harness Million Series featuring combined stakes of \$1,000,000 from 2025 onwards. Visit [www.nzstandardbred.co.nz](http://www.nzstandardbred.co.nz) for more information.



## NZ Sires Stakes Series

The NZ Sires Stakes Board administers age group racing on behalf of the Harness Racing Industry. This incorporates 2 & 3YO plus aged horses of both gaits & sex with estimated stakes of \$2.7 million.



## Nevele R 3YO Fillies Series

Administered by the NZ Sires Stakes Board, this series boasts a Group 1 final with an estimated stake of \$300K and enhances the status of the competing fillies when their time comes to enter the breeding barn.



## Caduceus Club Fillies Series

Administered by the NZ Sires Stakes Board, Caduceus Club promotes fillies in harness racing through the administration and sponsorship of two Group races carrying attractive stakes, both run by the ATC at Alexandra Park.



## Australasian Breeders Crown

This series is now run exclusively in Victoria. Eligible horses compete in heats worth \$10K, semi-finals of \$20K (pacers only) and finals of \$300K for 2YO Pacers, \$200K for 3YO Pacers, \$100K for 2YO trotters and \$80K for 3YO trotters.



## Bathurst Gold Crown

The Bathurst Gold Crown Series is run for both 2YOs for \$150k and 3YOs for \$100k, culminating in four Group One finals each. The Series is run in the last two weeks of March each year. The series includes heats, consolations and finals.



## Vicbred Super Series

Horses that are eligible for Vicbred are able to compete for over \$4M in prizemoney in various races throughout the season. The Super Series (split into age and sex) for 2YOs, 3YOs and 4YOs consist of \$10K heats, \$20K semis (pacers only) and finals for pacers of \$130K and trotters of \$100K. Horses are also eligible to win a \$7K first win bonus.



## Need for Speed Trotters Series

Split into trotting fillies and colts and geldings, eligible horses contest heats worth \$12K and a \$60K final. A consolation of \$12K will be run for each sex if sufficient acceptors.

# PROCEDURE FOR PAYMENT

## **IMPORTANT - Payment is due in New Zealand currency.**

**ALL PURCHASERS** are reminded that, unless prior credit arrangements have been made, payment must be made in cash at the Sales Office on the day of Sale no later than 60 minutes after the fall of the hammer. (Refer Clause 6.1 and 6.2 Conditions of Sale).

1. **Bloodstock Companies** - Should a purchaser wish to charge his purchases to another company, the Auctioneer will do this only on the production of an acceptable Letter of Authority from that company. This letter must be lodged with the Auctioneer prior to commencement of the Sale.
2. **Finance Companies** - Purchasers wishing to effect payment through a Finance Company must contact the appropriate company prior to the Sale and make the necessary arrangement. A suitable Letter of Authority from the Finance Company must be produced and lodged with the Auctioneer prior to the commencement of the Sale.
3. **Liquidated Damages for late payment** is payable on accounts in accordance with Clause 6.2 of the Conditions of Sale.
4. **Delivery** - The Auctioneer reserves the right to withhold delivery until satisfactory payment arrangements have been entered into in accordance with Clauses 6.1 and 6.2 of the Conditions of Sale.
5. **Purchasers'** attention is drawn to the Conditions of Sale as printed in this catalogue.
6. **Overseas Purchasers** - For all lots sold or exported, payment must be made by Telegraphic Transfer in New Zealand Dollars to the bank account as detailed below:

BANK: Westpac

BRANCH: Papakura, Auckland, New Zealand

SWIFT CODE: WPACNZ2W

ACCOUNT NUMBER: 03 0399 0255194 00

The New Zealand dollar amount may be paid in local currency via an approved payment platform. The Sale is contracted in New Zealand currency and must therefore be paid in New Zealand currency. Currency fluctuations are at the risk of the purchaser.

# AUSTRALIAN BUYERS

## **IMPORTANT INFORMATION REGARDING G.S.T**

GST of 10% on the purchase price of each horse is payable to the Australian Tax Office upon entry into Australia.

New Zealand Bloodstock Ltd will collect the GST amount from you and forward it to the ATO on your behalf. Buyers who are registered for GST purposes in Australia will be able to then claim this money back.

We urge you to register for GST in Australia if you have not already done so. Please make arrangements directly with New Zealand Bloodstock with regard to paying the GST on horses you purchase at the Sale.

Please note that favourable GST regulations apply to horses purchased by non-NZ residents and those horses left in New Zealand for up to 24 months (unless on-sold prior) are zero-rated for GST purposes.

If you have any queries please contact our Finance Team

Ph: +64 9 298 0055

# NZB'S CODE OF PRACTICE

New Zealand Bloodstock Limited ("NZB") has formulated a Code of Practice to benchmark a high standard of integrity and transparency in relation to bloodstock sales to safeguard the interests of vendors, buyers and other stakeholders.

For the purposes of this Code, the term:

- "Agent" means any employee or contractor of NZB, including auctioneers, authorised to act in the sale and/or purchase of bloodstock.
- "Client" means the person who has engaged NZB.
- "Customer" means the person to whom bloodstock is sold or from whom bloodstock is purchased on behalf of the Client.

This Code is subject to the Conditions of Sale.

1. The Agent shall make honesty and integrity the standard in all their dealings with Clients and Customers. The Agent will be clear in representing the business relationship between themselves and other involved parties.
2. The Agent shall not engage in any conduct which is misleading or deceptive or is likely to mislead or deceive.
3. The Agent shall not place himself/herself in a position where undisclosed personal interests conflict with those of NZB or the Client or the Customer.
4. The Agent shall act in the interest of their Clients and shall not bring disrepute to themselves or to NZB or the bloodstock industry.
5. NZB may act for more than one Client in a transaction, which may be the vendor and buyer, if this is disclosed by the Agent to the Client and no objection is raised.
6. Under no circumstances will an Agent use his position to obtain a secret commission, profit or benefit. NZB and/or the Agent shall be responsible to the Client for any unauthorised commission, profit or benefit obtained by the Agent in the course of his/her employment.

# NZB'S CODE OF PRACTICE

7. An auctioneer may bid as an Agent on behalf of a vendor on any lot on which a reserve price has been placed up to that reserve only if authorised by the Conditions of Sale.
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10. The Agent shall ensure that all Clients' money is held to the account of the Client and must be properly accounted for.
11. The Agent shall ensure that all advertising shall meet the standard of fairness, decency, accuracy and honesty.
12. The Agent shall ensure that no bloodstock will be offered for sale without the Client having been given confirmation of commission and fees.
13. The Agent shall maintain the confidentiality of Client and Customer information.
14. The Agent shall not discriminate or deny equal professional services to any person by reason of race, creed, sex, marital status, disability or country of national origin.
15. The Agent shall keep up to date with and comply with all relevant contractual and commercial legislation. NZB submits to the jurisdiction of the New Zealand Courts for any alleged breach of relevant legislation.
16. The Board of NZB must ensure there is an appropriate internal process in place for resolving complaints which allege a breach of this Code. If appropriate the Board may initiate a disciplinary process in respect of an employee who is alleged to have breached this Code.

# HEALTH & SAFETY

## Health & Safety Notice to All Visitors to Karaka and Canterbury Agricultural Park

New Zealand Bloodstock have a general duty to take steps in so far as reasonably practicable to ensure the safety of others while on the complex. This is a public auction house that specialises in the sale of horses. All persons entering this complex are warned that horses are moving about the property. It is a condition of admission to this complex that all persons must strictly adhere to the following rules to ensure their safety and that of those around them:

### Horses

- Where practicable, maintain a recommended minimum safe distance of 5 metres from a horse.
- Do not attempt to touch or inspect any horse without the permission and presence of the horse's handler.
- Horses have right of way. Obey any instruction or request given by the handler of a horse moving through your vicinity. Don't position yourself where you create an impediment to or are blocking the movement of horses.
- The Sale ring, indoor parade ring, outdoor parade ring, ring entry and ring exit chutes are clearly defined by the post and rail fencing and rubber walking surface. These are non-pedestrian areas. Do not enter. There are defined areas where you can cross the chutes. Please ensure you check that there are no horses approaching and cross quickly.

Any person entering the complex does so at their own risk.

Follow instructions, obey all rules and signs posted about the complex. You must comply with instructions and directions given by staff or persons acting in an official capacity. If you are unsure, please do not continue and seek advice from a member of our staff.

Children under the age of 14 must be accompanied by a responsible adult at all times. No prams are allowed in the stable areas.

All visitors must park their vehicles in the designated car parking areas or where instructed to do so by persons acting in an official capacity. You must adhere to the complex speed limit of 20kph.

The complex is equipped with fire alarm systems. A CONTINUOUS sounding alarm indicates that you are to evacuate the building immediately by the nearest exit. Once outside the building, assemble with others at the assembly point situated on the lawn opposite the carpark in front of the Sale Day Office. Wait for instruction from the emergency warden. Do not try to re-enter the building until the All Clear has been given.

If an earthquake occurs, shelter under a desk, bench or table or stand in a doorway, and hold on. When the shaking stops do not go outside - wait for instruction from the emergency warden.

The complex has a strict 'No Smoking' policy in all buildings.

If you have an accident on the complex, please report it immediately to reception personnel who will ensure that First Aid is made available and that our accident reporting procedures are followed.

If you see something hazardous, any condition or practice you think might cause injury or an accident, report it to reception.

Dogs and other pets are not permitted on the complex.

# CONDITIONS OF SALE

A Vendor, by offering a Lot for sale, a Bidder, by bidding on a Lot and a Purchaser by purchasing a Lot 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.

## 1.0 INTERPRETATION

### 1.1 Defined Terms

In these Conditions, unless the context requires otherwise:

Any reference to "You" refers to You as a Vendor or Purchaser or Agent as the case may be and "Your" has a corresponding meaning.

Any reference to "Us" or "We" refers to New Zealand Bloodstock Limited a company registered in New Zealand with the number 33590 and having its registered office at 10 Hinau Road, Karaka, Papakura, 2113 including its employees and contractors and "Our" has a corresponding meaning.

"Affiliate" means any company associated with New Zealand Bloodstock Limited as defined by Subpart YB2 of the Income Tax Act 2007 such as without limitation New Zealand Bloodstock Finance & Leasing Limited, Gavel House Limited, New Zealand Bloodstock Pty Limited and Gavel House Pty Limited; A "Bidder" is taken to be a Principal unless, before bidding, the bidder has given Us a copy of a written authority from a Principal of the bidder's appointment as Agent and We have given approval for the bidder to bid in that capacity subject sub-clause 2.5 (c);

"Amount Owning" means in relation to a Lot and the Purchaser of that Lot the purchase price and all other monies payable from time to time by the Purchaser to Us or the Vendor in relation to that Lot including without limitation all monies payable under sub-clause 6.2 (b) (i) of these conditions, or otherwise payable by the Purchaser to Us or any of Our affiliates upon any other account whatsoever including:

- (i) All monies lent or secured by Us or an Affiliate to the Purchaser with respect to any other bloodstock, either by the Purchaser alone or in connection with any other person or persons, or for which the Purchaser is jointly or severally liable; and
- (ii) All monies lent or secured by Us or an Affiliate to any other person at the Purchaser's order or request or upon the Purchaser's authority or to any person under the Purchaser's control, either alone or together with any other person or persons, and whether such order, request, authority or control is express or implied.

"These Conditions" means these conditions of sale; "GST" means Goods and Services Tax;

"Lot" means a horse, share in a horse, and in case of mare with foal at foot, both the mare and the foal or other stock or goods offered for sale as one item and described and identified in the Sale Catalogue;

"HRNZ" means Harness Racing New Zealand Incorporated.; "PPSA" means the Personal Property Securities Act 1999; "Purchaser" means the person to whom any Lot is sold;

"Purchase Price" means the purchase price and including without limitation the cost of endoscopic examination, entry fees, Harness Million Race Series nomination fees, insurance, blood testing and GST;

"Repository" means Our computer data storage system for lodgement, storage and viewing of veterinary digital imaging and information including without limitation radiographs relating to any Lot;

"Repository Access Area" means the area at the sale grounds designated by Us for authorised persons to access the Repository retained on Our server via computer terminals;

"Reserve Card" means the Vendors written advice to Us of the reserve price;

"Security Interest" means a security interest as defined by the Personal Properties Security Act 1999 ("the PPSA") and includes 'purchase money security interest';

"Services" means the services provided by Us;

"Upset Price" means the lowest price at which a Lot may be sold determined by Us or by these conditions of sale;

"Vendor" means the person who offers a Lot for sale or who sells a Lot and includes the holder of a lien or security interest.

### 1.2 Construction

In the interpretation of these Conditions, unless the context otherwise requires:

- (a) Any reference to a person shall include reference to a body corporate and to an unincorporated body of persons;
- (b) An obligation or liability of a person, if more than one, shall bind them jointly and each of them severally;
- (c) Any reference to a statute or regulation includes a replacement or modification of that statute or regulation.
- (d) Any reference to a document includes a reference to any original, a facsimile copy, a photocopy, a PDF or email image copy of the document.
- (e) 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.

- (f) Clause headings will be disregarded.
- (g) Words importing the singular shall include the plural and vice versa.
- (h) Words importing one gender shall include the other genders.

## 2.0 CONDUCT OF SALE

### 2.1 Bidding and Reserves

Bidding for Lots shall be in New Zealand Dollars and a Lot shall be sold at the highest bid accepted by Us which is equal to or above the reserve price, if any; and

- (a) The person that made the highest bid accepted by Us shall be the Purchaser;
- (b) All bidders must register with Us prior to the commencement of the sale and provide us with their name and address and such other information as We may require; and
  - (i) If the Purchaser is a limited liability company We may require a personal guarantee to support its obligations in relation to all Lots purchased by the company; and
  - (ii) The company shall procure a guarantor approved by Us to execute a guarantee in the form required by Us; and
  - (iii) The guarantee must be executed prior to the commencement of the sale or within such further time as We may allow but not in any event more than two (2) days after the last day of the sale.
- (c) Any bid may be withdrawn before the end of the auction of a Lot;
- (d) The Vendor must provide us with a Reserve Card before the Lot is offered; or
  - (i) The Vendor or his representative may attend the rostrum to advise the reserve price and must sign a Reserve Card before leaving the rostrum if the reserve price is not met and the Lot is passed in;
  - (ii) If there is a conflict between a reserve card and the recorded spoken advice of the Vendor or his representative as to the reserve price, the recorded spoken advice prevails;
  - (iii) If no Reserve Card is provided or the Vendor or his representative does not attend the rostrum to advise the reserve price the Lot may be sold to the highest bidder and the Vendor shall pay the commission and all other charges;
- (e) Upset Price – We have the right to determine a minimum upset price for each sale. A minimum upset price of two thousand dollars (\$2,000) will apply to Lots offered at this sale without a reserve. Should the Lot fail to receive a bid of two thousand dollars (\$2,000) or higher, then the offering will be passed in.
- (f) The last bidder shall have the option to be exercised before the Lot leaves the sale ring to purchase the Lot at the reserve price

### 2.2 Bid Disputes

Should any bid dispute arise:

- (a) The Lot shall immediately be re-offered at the last undisputed bid; or
- (b) The dispute may be determined by Us; and
- (c) Our decision shall be final and binding.

### 2.3 Our Rights

We have the right in our absolute discretion to:

- (a) Bid as agent on behalf of the Vendor on any Lot with a reserve price up to that reserve price provided we identify such a bid as a bid on behalf of the Vendor;
- (b) Bid as agent on behalf of a principal;
- (c) Determine the Purchaser;
- (d) Nominate or direct from time to time the amount by which bidding may be advanced;
- (e) Refuse to accept any bid without giving any reason;
- (f) Settle any dispute in such manner as we think fit;
- (g) Have any Lot examined by a veterinarian of our choosing before or after the sale;
- (h) Withdraw any Lot before or during the sale;
- (i) If a Lot is passed in We may canvass prospective purchasers with a view to arranging a sale at a price satisfactory to the Vendor and subject to these Conditions.
- (j) Use or publish details of bidding, the identity of the Vendor, and the Purchaser in all matters related to the sale of any Lot as We think fit;
- (k) Provide the name and address of the Vendor to a prospective bidder or Purchaser.

### 2.4 Vendor Bids Prohibited

You as Vendor or any person acting as Your Agent must not bid on any Lot if You are the owner of the Lot, nevertheless:

- (a) A co-owner of a Lot (such as a partner or syndicate member) may bid if intending to purchase the Lot; and
- (b) You must in relation to any improper bidding by You or on Your behalf:
  - (i) Pay full commission on any Lot that You buy back; and
  - (ii) Indemnify Us for all losses, costs and expenses that We incur whether as a result of a sale being rescinded or otherwise.

### 2.5 Purchase Acknowledgement

As soon as practicable following the fall of the hammer You as the Purchaser must complete and

sign an acknowledgment of purchase in such form (including an electronic form) and providing such information as We may require including but not limited to:

- (a) That You are bound by these Conditions of Sale; and
- (b) If You are an Agent Your guarantee as principal debtor of the obligations of the Purchaser; unless
- (c) You have given Us, before bidding, a copy of a written authority from a Principal of Your appointment as Agent and We have given approval for You 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 or any parameters specified by Us.

### 2.6 Headstalls and Ring Bits

You, as Vendor must:

- (a) Sell each yearling offered for sale with a headstall; and
- (b) Not permit a yearling into the sale ring without a bridle and ring bit supplied by You and approved by Us.

## 3.0 LIMITED WARRANTIES

### 3.1 Title and Description

You, as Vendor:

- (a) Declare Your clear title to each of Your Lots entered for Sale and confirm that all requirements of HRNZ have been adhered to and that at the close of Auction the Lot is or will be free of all liens, charges and security interests.
- (b) Declare that each Lot meets the description and parentage that You supply.
- (c) Are alone responsible for the accuracy of the information that You supply under this clause and if the information is materially misleading or inaccurate:
  - (i) The Purchaser is, without prejudice to the other remedies available to the Purchaser at law (including to sue for damages or to sue for specific performance), entitled to cancel the sale and the provisions of clause 9.5 shall apply.

### 3.2 Veterinary Examination

Prior to Auction any horse which is being offered for sale must be available for a limited veterinary clinical examination in the privacy of a box if requested by and at the expense of a prospective Purchaser, to whom the veterinarian will solely make his report.

- (a) If any Lot has undergone invasive joint surgery, surgery to repair a fracture, surgical intervention of the upper respiratory tract, or has undergone abdominal surgery of any type (other than surgery to treat an umbilical hernia) the Vendor must provide full and complete disclosure by way of veterinary certificate lodged to Us.

### 3.3 Windsucker (aerophagia) or a Wobbler

Should any horse be a windsucker (aerophagia) or a wobbler this must be disclosed by the Vendor prior to the sale of that horse and the fact will then be announced by Us at the time of the sale. Should any Lot be found to be a windsucker (aerophagia) or a wobbler within 7 days of the day of sale and such fact was not disclosed by the Vendor then the Purchaser may cancel the sale by notice to Us subject to the Purchaser producing a veterinarian certificate signed by a veterinarian approved by Us certifying that the horse is a windsucker (aerophagia) or a wobbler, within the 7 day period and the provisions of clause 9.5 shall apply.

### 3.4 Colts

Where any Lot is described as a 'colt' the Purchaser shall not be entitled to make any objection and shall not have a claim against Us or Vendor if such Lot is a horse in which one or both testes have not descended into the scrotum.

### 3.5 Rigs

Notwithstanding clause 3.4, excluding yearlings, should any horse described as a colt be a Cryptorchid (rig) this must be disclosed by the Vendor prior to the sale of that horse in writing and the fact will then be announced by Us at the time of the sale. Should any Lot be found to be a Cryptorchid (rig) within 7 days of the day of sale and such fact was not disclosed by the Vendor then the Purchaser may cancel the sale by notice to Us, subject to the Purchaser producing a veterinarian certificate signed by a veterinarian approved by Us certifying that the horse is a Cryptorchid (rig), within the 7 day period and the provisions of clause 9.5 shall apply.

### 3.6 Endoscopic Examination

- (a) Any one or more of the following conditions shall be referred to in this clause as "an upper respiratory condition":
  - (i) Laryngeal hemiplegia (Grossly deficient abductor function of one or both Arytenoid cartilages, Grades 4 and 5 Lane Bain Fallon Proceedings 1993);
  - (ii) Rostral displacement of the palatopharyngeal arch;
  - (iii) Persistent epiglottic entrapment;
  - (iv) Persistent dorsal displacement of the soft palate;
  - (v) Arytenoid chondritis or chondroma;
  - (vi) Subepiglottic cyst(s);

- (vii) Cleft palate;
- (viii) Any other airway condition or lesion altering airway function or causing significant airway obstruction that in the opinion of the examining veterinarian is likely to result in exercise intolerance.

Should any horse be known to have an upper respiratory condition this must be disclosed by the Vendor prior to the sale of that horse in writing and the fact will then be announced by Us at the time of the sale.

- (b) If requested by the Purchaser, yearlings which are sold may be subject to a post-sale upper respiratory endoscopic examination at rest (excluding the trachea) by a suitably qualified veterinarian approved by Us at the expense of the Purchaser. Such examination shall take place within 24 hours of the fall of the hammer and before the horse is removed from the sale grounds.
- (c) If the examining veterinarian is of the opinion that the horse has an upper respiratory condition it shall be reported to Us and the Purchaser; and
  - (i) If the upper respiratory condition was not disclosed by the Vendor; then
  - (ii) The Purchaser may cancel the sale by notice to us by the end of the day following the day of the examination and the provisions of clause 9.5 shall apply.
- (d) The Vendor agrees to allow an endoscopic examination to be carried out in accordance with this clause.
- (e) In the event of any dispute We reserve the right to obtain an opinion by a panel of not more than three (3) veterinary surgeons appointed by Us before We accept a notice of cancellation of sale and our decision shall be final.
- (f) The veterinarian carrying out the examination acts at the request of the Purchaser and the Vendor acknowledges that We are not responsible for or have any liability for injury or illness suffered by the horse during or as a result of such examination.
- (g) The Vendor and the Purchaser acknowledge that the examining veterinarian:
  - (i) Is only required to report to Us whether the horse is suffering from an upper respiratory condition; and
  - (ii) He is not under any obligation to report to Us or any other party, including the Purchaser, any information other than whether the horse is suffering from an upper respiratory condition.

### 3.7 Anabolic Steroids

- (a) The Vendor warrants that any yearling entered for sale shall not have been administered any anabolic steroids or selective androgen receptor modulators ("SARM").
- (b) The Vendor warrants that where the lot is two years old or younger, the lot has not been administered Bisphosphonates at any time during its life.
- (c) No later than 60 minutes after the fall of the hammer, the Purchaser may at his expense, request that blood samples be taken from the horse.
- (d) The horse may not be removed from the sale grounds until the samples have been taken by an independent service provider such as a veterinarian approved by Us.
- (e) The methods and standards relating to the collection, transportation and chain of custody of samples may vary, however, We will endeavour to meet the requirements and standards approved and applied by HRNZ and the samples shall be tested by the appropriate testing agency approved by HRNZ.
- (f) The results of the test will be provided to the Vendor and Purchaser as soon as practicable. If, for any reason the testing has not been carried out, or the results not conveyed in writing to Us within 7 days of the day of sale of the Lot, the Purchaser will not have any right to cancel the sale.
- (g) Should a positive test for anabolic steroids or SARM be found:
  - (i) We shall report the positive test to HRNZ; and
  - (ii) The Purchaser may by notice to Us cancel the sale forthwith and the provisions of clause 9.5 shall apply.

### 3.8 Bisphosphonates

- (a) The Vendor warrants that any weanling, yearling or two-year-old, entered for sale shall not have been administered bisphosphonates at any time during its life.
- (b) No later than 60 minutes after the fall of the hammer, the Purchaser may at his expense, request that blood samples be taken from the horse. A sample may not be taken from stud stallions and broodmares.
- (c) The horse may not be removed from the sale grounds until the samples have been taken by an independent service provider such as a veterinarian approved by Us.
- (d) The methods and standards relating to the collection, transportation and chain of custody of samples may vary, however, We will endeavour to meet the requirements and standards approved and applied by HRNZ and the samples shall be tested by the appropriate testing agency approved by HRNZ.
- (e) The results of the test will be provided to the Vendor and Purchaser as soon as practicable. If,

for any reason the testing has not been carried out, or the results not conveyed in writing to Us within 15 days of the day of sale of the Lot, the Purchaser will not have any right to cancel the sale.

- (f) Should a positive test for Bisphosphonates be found:
  - (i) We shall report the positive test to HRNZ; and
  - (ii) The Purchaser may by notice to Us cancel the sale forthwith and the provisions of clause 9.5 shall apply.

### 3.9 Breaking In and Gaiting

You, as Vendor warrant that the horse, being a yearling has not been broken in and gaited before the sale. Should any yearling be found within 7 days of the day of sale to have been broken in and gaited before the sale then the Purchaser may cancel the sale by notice to Us subject to the Purchaser producing evidence that proves to Our satisfaction that the yearling has been broken in and gaited, within the 7 day period and the provisions of clause 9.5 shall apply.

### 3.10 Fitness for Purpose

- You, as Purchaser acknowledge, subject only to the limited warranties expressed in these Conditions:
- (a) The purchase is made solely in reliance upon Your own:
    - (i) Enquiries and inspection; and
    - (ii) Skill and judgement.
  - (b) That no guarantee, representation or warranty of any kind is made or given as to the fitness for purpose, soundness, condition or other quality of any Lot sold, either by:
    - (i) The Vendor or
    - (ii) By Us and,
    - (iii) The auction is not an auction of goods of a kind ordinarily acquired for personal, domestic or household use or consumption; and
    - (iv) All conditions and warranties, expressed or implied, statutory or otherwise, are hereby excluded to the maximum extent permitted by law.
  - (c) It is Your responsibility as a prospective Purchaser to arrange for any veterinary inspection or inquiry that You may require and You assume all consequences and risk from failure to do so.
  - (d) You have not relied on any statement made by or on behalf of the Vendor or by Us in relation to any Lot.

### 3.11 Warranty Disputes

In the case of any dispute, the remedy of the Purchaser shall be against the Vendor and in no case or under no circumstances shall it be against Us as agent of the Vendor. Any disputes which arise between the Vendor and the Purchaser in relation to any Lot shall be resolved between them and no Lot shall be returned to Us or to the sale grounds.

### 4.0 HARNESS MILLION SALES SERIES

- (a) The conditions of the New Zealand Bloodstock Harness Million Sales Series ("the Series") apply to all Lots entered in this Yearling Sale. To be eligible for the Series a catalogued Lot must be offered through the sale ring and payment made of the initial qualifying fee in respect of the Lot.
- (b) The initial qualifying fee of \$700.00 plus GST is to be paid 50% by the Vendor (included in the entry fee for this sale) and 50% by the Purchaser. Every Purchaser of a Lot must pay the 50% Purchaser's share of the initial qualifying fee, (\$350.00 plus GST) and is immediately liable therefore upon the fall of the hammer.
- (c) Where a Lot has been passed in, the 50% Vendor's share of the initial qualifying fee (\$350.00 plus GST) remains payable, and
  - (i) The Vendor may pay the 50% Purchaser's share of the initial qualifying fee (\$350.00 plus GST) plus all other costs including full commission to remain eligible to enter the Series; or
  - (ii) If a Lot passed in, is subsequently sold within 30 days after this Yearling Sale and in accordance with these Conditions of Sale payment is made of all other costs including full commission, the option exists for payment by the Purchaser of the 50% Purchaser's share of the initial qualifying fee (\$350.00 plus GST) to remain eligible for the Series.
- (d) The deadline for an eligible qualified yearling from this Yearling Sale to be entered for the Series shall be Friday 8 March 2024 with the exception of Lots passed in subsequently sold within 30 days after this Yearling Sale in respect of which the deadline is 12 days after the date the Lot is sold.
- (e) The entry fee of \$2,000 plus GST shall be received by Us in full by Wednesday 10 April 2024 and is subject to all other payments for the Lot having been received by Us. If the entry fee is not received by this date the Lot immediately ceases to be eligible for the Series.
- (f) A copy of the New Zealand Bloodstock Harness Million Sales Race Series Conditions of Entry may be requested from Us or the Series Administrator the N.Z. Sires' Stakes Board. Copies will be available from the Sale Day Office or from [www.nzstandardbred.co.nz](http://www.nzstandardbred.co.nz).
- (g) Weanlings (Series 5) offered in the New Zealand Bloodstock 2023 Weanling Sale may also be made eligible to enter the Series.
- (h) A Late Entry provision carrying a penalty of \$200.00 + GST exists until 8 days following the due date for either Notification of Entry or the Entry Fee payment.

## 5.0 TITLE AND RISK

### 5.1 Title

- (a) Title in a Lot shall pass from the Vendor or Us, whatever the case may be, to the Purchaser when We have received payment in full of the purchase price and all monies payable pursuant to clause 6.2 (b) (i) in cleared funds;
- (b) If We account to the Vendor for the purchase price less any monies owed by the Vendor to Us, before the purchase price and other amounts payable by the Purchaser have been paid, title to the Lot shall thereon pass to Us and We shall have the rights and remedies under these conditions as if We were the Vendor including the rights to a security interest in the Lot.

### 5.2 Risk

The risk of loss or damage or injury to the Lot, whether by disease, accident or otherwise is:

- (a) Yours as Vendor until the fall of the hammer; and
- (b) Remains with You as Vendor if the Lot is not sold; and
- (c) If the Lot is sold shall pass from the Vendor to the Purchaser, upon fall of the hammer; and
- (d) We shall not be responsible for loss, damage or injury to a Lot at any time nor shall We be liable for any loss, damage or injury whatsoever to persons or property caused by any Lot whether by disease, accident or otherwise.

### 5.3 Delivery

- (a) Unless these conditions provide something else, upon delivery of the Lot to You as Purchaser, You will lose the right, if any, to reject the Lot.
- (b) The Vendor or the Auctioneer may insist upon proof of insurance cover before allowing the Purchaser to take delivery of the Lot.
- (c) The Vendor shall be responsible for immediately removing the horse from the sale grounds if the Lot is not sold.

### 5.4 Notice of Change of Ownership

- (a) The Vendor must provide Us with the certificate of registration/document of description and You as Vendor authorise Us to complete on your behalf a HRNZ application for transfer of ownership form.
- (b) The Purchaser must complete and register the application for transfer of ownership with HRNZ, including engagements to his/her own name.
- (c) Each horse is sold with its engagements.
- (d) We accept no responsibility through failure of the Purchaser to complete and register the application for transfer of ownership to HRNZ, including engagements to his/her own name.
- (e) We reserve the right to withhold forwarding a application for transfer of ownership form to the Purchaser until full payment of the purchase price and any monies payable pursuant to sub-clause 6.2 (b) (i).
- (f) We are appointed by the Vendor as the Vendor's agent to sign and forward the change of ownership form to the Purchaser after the Lot has been paid for in full and You as Vendor indemnify Us for all losses, costs and expenses that We incur, if any, for doing so whether as a result of some dispute or otherwise.

## 6.0 PAYMENT PROCEDURE

### 6.1 Pro Forma Invoice

You as a Purchaser must sign a Pro Forma Invoice and provide consignment instructions at the designated sales office at the sale grounds no later than 60 minutes after the fall of the hammer in respect of each Lot purchased by You.

### 6.2 Purchase Price Payable on Fall of the Hammer

- (a) The Purchaser must make full payment of the purchase price in cash within 60 minutes of the fall of the hammer unless We have agreed in writing to other arrangements.
- (b) If full payment of the purchase price is not paid in accordance with this clause, time being of the essence:
  - (i) The Purchaser must in addition to the purchase price pay:
    - (1) Interest on the outstanding balance at the rate of 12% per annum calculated daily in arrears from the date of sale up to and including the date of payment; and
    - (2) All costs and expenses, incurred by Us in recovering payment including without limitation debt collection fees and legal costs on an indemnity basis, the costs of repossession and resale; and
    - (3) All losses and damages including consequential losses of whatever nature; and
    - (4) The cost to insure the horse for all risks, (without being under any obligation to do so we may insure the horse at the Purchaser's expense for the purchase price and shall ensure that the interests of Us and the Vendor are noted on such policy); and
  - (ii) We reserve the right to withhold delivery, at the Purchaser's expense and risk, until full payment of the purchase price and ancillary charges has been made, including but not limited to amounts payable pursuant to this clause.

## 7.0 GOODS AND SERVICES TAX (GST)

### 7.1 Imposition of GST

All Lots offered are subject to GST, whether or not the vendor is GST registered in New Zealand. Bidding will be on a GST exclusive basis and GST will be added to the purchase price when invoiced; and

- (a) GST collected by Us on behalf of a GST registered Vendor will be paid to that Vendor; and
- (b) GST collected by Us on behalf of an unregistered GST Vendor will be paid to the Inland Revenue Department; and
- (c) GST is payable on all services provided by Us.

### 7.2 Export to Non Resident Purchaser

If You as the Purchaser (being a non-resident for tax purposes) advise Us that the horse is to be exported to You so that the sale is zero rated for GST purposes then:

- (a) You the Purchaser appoint Us as your agent for the export of the horse; and
- (b) The Vendor or his agent (which may be Us) shall, in the course of making the sale, enter the horse for export and export it out of New Zealand provided that the Purchaser shall bear all costs attendant upon the export; and
- (c) The horse shall be exported out of New Zealand within 28 days of the sale or within such further time as the Inland Revenue Department may permit; and
- (d) If the requirements of sub-clauses 7.2 (b) and (c) of these Conditions or any other requirement for the zero rating of the horse under the Goods and Services Act 1985 are not complied with, the Purchaser will pay GST in addition to the purchase price; and
- (e) The shipping/freighting agent is responsible for the due and proper compliance with all Acts and Regulations concerning the export of horses and the receipt of overseas funds.

### 7.3 Section 8 (4) GST Act

The Purchaser and the Vendor agree that the provisions of Section 8 (4) of the GST Act do not apply.

## 8.0 DEFERRED PAYMENT

### 8.1 Purchaser as Bailee

If delivery of any Lot is made to the Purchaser prior to title passing to the Purchaser pursuant to clause 5.1 of these Conditions, the Purchaser shall hold the Lot as Bailee only and:

- (a) The Purchaser must:
  - (i) Keep the Lot in good condition and protect it from any loss or damage; and
  - (ii) Insure the Lot for its full replacement value against all risks or as We may require and shall have Our interest as secured party noted against the policy;
  - (iii) When asked by Us immediately notify Us of the location of the Lot.
- (b) The Purchaser must not:
  - (i) Deal with the Lot in any manner inconsistent with the reasonable directions which may be given from time to time by Us; and
  - (ii) Exercise or purport to exercise any rights of ownership or possession including, without limitation, registering or racing the horse; and
  - (iii) Sell or in any way mortgage or charge or create any security interest or any lien in the Lot without Our prior written consent; and
  - (iv) Do anything which may prejudice the title or security interest of the Vendor or Us in the Lot; and
  - (v) Move the Lot outside New Zealand without Our prior written consent.

### 8.2 Security Interest

- (a) The Purchaser of each Lot (described and identified in the sale catalogue) by signing the acknowledgment of purchase and/or the pro forma invoice and in consideration of the Lot being delivered to the Purchaser grants to Us (for the respective interests of Us and the Vendor) a Security Interest in the Lot (including proceeds) under the PPSA as security for the Amount Owed; and
- (b) The Security Interest granted under these Conditions is a purchase money Security Interest to the extent it secures the Purchaser's obligation to pay the purchase price for the Lot or value given by Us to enable the Purchaser to acquire the Lot; and
- (c) The Purchaser acknowledges that it receives valuable consideration as at the date of delivery of the Lot, it acquires rights in the Lot and the Security Interest has attached to the Lot which in no way has been deferred or postponed; and
- (d) The Purchaser will promptly provide all information and do all things that We may require to perfect and maintain any such Security Interest, including registering a financing statement or any financing change statement; and
- (e) The Purchaser waives its rights under the PPSA to:
  - (i) Receive a copy of any verification statement; and
  - (ii) Receive a copy of any financing change statement.
- (f) The Purchaser agrees, to the extent permitted by section 107 of the PPSA, that the provisions of Part 9 of the PPSA regarding enforcement of Security Interests which are for the Purchaser's benefit, or place obligations on Us, shall apply only if they have to by law or We agree to their application.
- (g) The Security Interest is a continuing security, notwithstanding intermediate payment or anything else and is in addition to, and not to be merged in, any other security agreement, guarantee

- or other agreement (present or future) expressed or intended to be security for the Amount Owing.
- (h) The Purchaser must immediately notify Us if the Purchaser commits any breach of clause 8.1 or of any action by third parties (including any of its creditors) affecting Our Security Interest in the Lot.

## 9.0 DEFAULT

### 9.1 Events of Default

The Purchaser is in default under these Conditions if the Purchaser:

- (a) Fails to pay any Amount Owing on the due date for payment; or
- (b) Fails to perform any of the Purchaser's other obligations under these Conditions or any other contract between Us and the Purchaser; or
- (c) Commits any act of bankruptcy or enters any composition or arrangement with the Purchaser's creditors; or
- (d) Dies; or
- (e) If a company does any act which would make it liable to be wound up or if a resolution is passed or proceedings are commenced for its winding up; or
- (f) Has a receiver appointed over all or any of the Purchaser's assets; or
- (g) The Lot is "at risk" as that term is defined in section 109 (2) of the PPSA.

### 9.2 Full Payment Due

If the Purchaser is in default under these Conditions We may without notice to the Purchaser, cancel the sale, and payment for all Amounts Owing shall immediately become due and payable notwithstanding any other contract between Us or an Affiliate and the Purchaser.

### 9.3 Repossession

- (a) Upon cancellation of the sale by Us, without prejudice to any other rights or remedies We may have, We may exercise all or any of the rights available to Us under the PPSA or at law; and
- (b) We may take possession of the Lot and for that purpose We are authorised by the Purchaser to enter any property or premises where the Lot may be located or is supposed to be located to take possession of the Lot. The Purchaser gives Us this authority as the owner of the property or premises or if not the Owner, the Purchaser authorises Us as the agent of the owner.

### 9.4 Resale

In the event of the repossession of any Lot in accordance with clause 9.3 We may, in Our discretion, reoffer the Lot for sale either privately or by auction at the Purchaser's risk and expense in all things and the net proceeds applied to the Amount Owing and any deficit shall be recoverable by Us from the Purchaser as a debt due on demand and We may retain any monies paid on account for the purchase and/or any surplus on any such re-sale, as liquidated damages or on account of any Amount Owing.

### 9.5 Cancellation of Sale by Purchaser

If the Purchaser cancels the sale of a Lot under any provision of clause 3 then:

- (a) The Vendor fully indemnifies Us against any action by the Purchaser and any costs and expenses incurred by Us in connection therewith; and
- (b) The Purchaser will be entitled to a refund of all purchase monies paid in respect of such Lot from the Vendor or from Us if We still hold the same; and
- (c) Subject to sub-clause 9.5 (d), the Vendor will be responsible for:
  - (i) The cost of return of the Lot to the Vendor; and
  - (ii) The cost of transport, agistment and upkeep incurred by the Purchaser from the date of sale to the date of cancellation, if applicable; and
  - (iii) All commission and fees on the sale and entry which would have been payable had the sale not been cancelled; and
  - (iv) All the costs of the process including sampling and testing, if applicable.
- (d) If a sale is cancelled under clause 3.3 (windsuckers and wobblers) or clause 3.5 (rigs) or clause 3.8 (Breaking in and Gaiting) and if the Lot has been exported within 7 days of the day of sale and before the sale is cancelled:
  - (i) The Purchaser is responsible for the cost of airfreight to the Purchaser's nominated destination; and
  - (ii) The Vendor is responsible for the cost including airfreight of returning the Lot to the Vendor's farm.

## 10.0 GENERAL PROVISIONS

### 10.1 No Liability

- (a) We shall be under no liability for the loss, of any kind whatsoever, incurred by the Vendor for any reason whatsoever arising out of before, during or after the auction or sale in respect of the Vendor's Lot or Lots entered in the Sale.
- (b) We shall not be responsible for any Lot or liable for any damage or injury to that Lot at any time whilst the Lot is in Our possession, custody or control nor shall We be liable for any loss, damage or injury whatsoever to persons or property caused by any Lot whether by disease, accident or otherwise.

- (c) Every person attending the Sale or entering the sale grounds shall do so at his own risk and We shall not in any way be held liable or responsible for any accident whatsoever to any such person.

### 10.2 No Merger

Our rights and remedies under these Conditions shall not be affected by reason of Our selling commission and charges having been deducted by Us in any payment made to the Vendor.

### 10.3 Rights of Set Off

- (a) As between the Purchaser and Us, the Purchaser waives all rights of set-off, if any, which the Purchaser, may have against the Vendor.
- (b) We may appropriate any monies in Our possession belonging to the Purchaser and apply them towards any Amount Owing by the Purchaser to Us in such order of priority as We shall in Our sole discretion think fit.
- (c) We shall be entitled to deduct any monies owing to Us or an Affiliate by the Vendor from any monies owing by Us to the Vendor.
- (d) We may, in addition to recovering any offering fee, entry fee or commission or any other monies owing by the Vendor to Us, recover all costs and expenses of whatsoever nature, including without limitation legal costs on a solicitor to client basis, expended by Us in recovering the payment of debt from the Vendor or in recovering the Purchase price from the Purchaser of a Lot sold by the Vendor. Such costs and expenses shall be payable by the Vendor to Us on an indemnity basis upon demand being made.

### 10.4 No Waiver

No failure or delay or indulgence on Our part or by the Vendor or by the Purchaser in exercising any power or right under these Conditions will operate as a waiver, nor will any single or partial exercise of such right or power preclude any other or future exercise of the same, or any other right or power hereunder.

### 10.5 Power of Attorney

For the purpose of enabling Us to give full effect to these Conditions, the Vendor and the Purchaser each irrevocably appoints Us as their lawful attorney to do all things and to sign and execute documents and to give instructions for the purposes of carrying out Our duties hereunder as may in Our opinion be necessary or desirable and each agrees to ratify and affirm anything We do pursuant to this Power of Attorney.

### 10.6 Health and Safety

The Vendor agrees to comply with all his obligations under the Health and Safety at Work Act 2015 and in particular:

- (a) To take all practicable steps to ensure the safety of its employees, contractors and other persons on the sale grounds.
- (b) To ensure that its employees and contractors are provided with adequate training and supervision and that first aid equipment is available at all times.
- (c) To complete any documents required by the Act in respect of notification of accidents and ensure that these are forwarded to WorkSafe New Zealand within the prescribed time periods.
- (d) To meet any requirement that may become necessary to ensure compliance with the provisions of the Act.

### 10.7 Privacy Policy

We will hold any personal information that You provide to us in accordance with the Privacy Act 2020 and any other relevant privacy or data protection laws regulating the collection, storage, use and disclosure of "personal information". You are referred to Our Privacy Policy at <https://www.nzb.co.nz/terms> which governs Our use of "personal information".

### 10.8 Jurisdiction

These Conditions of Sale and all contracts made under them shall be governed by the laws of New Zealand and the Vendor and the Purchaser submit to the Jurisdiction of the New Zealand Courts and any actions that may be necessary, will be brought in a court held at Auckland or elsewhere should We in writing consent.

