



TERMS OF BREEDING & INCENTIVE SCHEME

Grifter Holdings Pty Ltd A.C.N. 654 806 738 (GH) owns chilled semen collected from "Destined to be a Grifter" (Semen) registration ASH no. 234643, Sire – Hazelwood Conman HSH 152613, Dam – Otfordvalley Annie 193000, also known as "Grifter" (the Stallion).

The Breeder has requested GH to supply a dose of the Semen for artificial insemination (AI) of a mare (Mare) nominated for breeding to the Stallion and GH has agreed to do so on these terms. The Breeder believes the Mare is fertile and suitable for breeding.

FEES AND COSTS

The Breeder must pay GH a service fee of \$2,500 plus GST payable by \$550 at the time of nominating the Mare and \$2,200 before the Semen is shipped.

The Breeder is personally liable for payment of fees and costs relating to Semen collection and its shipment, payable to Tamworth Equine Veterinary Centre (TEVC) tel. 02 6766 4333 (or any other semen collection facility subsequently advised to the Breeder by GH) prior to collection and shipment.

SUPPLY OF SEMEN

- No collection will be carried out in the Christmas holiday period 24 December 2023 to 2 January 2024 inclusive or when the Stallion is competing.
- The Breeder must give GH at least 48 hours prior notice of the day when it is desired to have the Semen collected.
- Any breeding by embryo transfer or other reproduction technique (including by ICSI) using the Semen which results in more than 1 live foal (one that stands and sucks longer than 48 hours) incurs a service fee for each additional foal.
- The Breeder must not sell, gift, barter or otherwise dispose of any unused Semen without GH's prior written consent.
- If collection of Semen is prevented or inadvisable because of the death, injury, illness or disease of the Stallion, or if GH decides in its absolute discretion not to supply Semen to the Breeder, GH may elect either to refund any money paid by the Breeder and discharge the contract (comprising these terms) between them, or, to substitute the semen of another stallion for the Semen.

OWNERSHIP AND RISK OF HARM TO SEMEN

When the Semen leaves TEVC ownership of it passes to the Breeder and the risk of its loss or damage also passes to the Breeder.

FREE RETURN

The Breeder is entitled to a further dose of the Semen if the Mare does not produce a live foal, or her foal is still born, or if she aborts her foal.

The free return confers the following rights on the Breeder:

- the Breeder is entitled to a further dose of the Semen;
- the Breeder may re-book the Mare or a substitute fertile mare approved by GH, for the same or next breeding season; and
- GH will not charge a further service fee, but the Breeder must pay all further collection and shipment fees and costs associated with the free return.

The free return is conditional on:

- the Breeder having used a qualified and experienced AI vet or technician to inseminate the Mare who determined that the Mare was fertile and suitable to breed;
- scanning the Mare in a timely, sufficient and optimal way to detect any twins conceived by the Mare;
- assuming the Mare is alive, the Breeder remaining the owner or entitled to possession of the Mare;
- GH remaining the owner of the Stallion when the Breeder requests the free return; and
- death, injury, illness or disease of the Stallion not intervening after the Breeder requests the free return which prevents collection from the Stallion or renders it inadvisable.

The right of free return is personal to the Breeder and cannot be transferred or assigned to anyone.

SERVICE CERTIFICATE

Provided all money owing by the Breeder to GH and to TEVC is paid, GH will issue a service certificate, if requested, on receipt of a 45 day positive pregnancy test. GH will forward the certificate directly to appropriate registries at the end of the breeding season and provide the Breeder a copy of it.

BREEDING INCENTIVE

GH will award a 'Prize' in respect of an 'Eligible Horse' competing at an 'Eligible Event'.

Eligible Event means each of the following events (if held) in the calendar years 2023 to 2035 inclusive:

- Warwick Gold Cup Open Campdraft
- Condamine Bell Open Campdraft
- Chinchilla Grandfather Clock Open Campdraft
- Willinga Park Gold Buckle Open Campdraft
- Nutrien (Landmark Classic)
- Paradise Lagoons Graeme Acton Memorial Open Campdraft
- Sydney Royal World Championship Open Campdraft
- Cloncurry Classic Stockmans Challenge U5
- Koobah Golden Guitar Open Campdraft
- Coolah Open Campdraft
- NCHA Snaffle Bit Futurity

Eligible Horse means a horse that meets the following criteria:

- bred with the Semen in the breeding seasons 2020 to 2031 inclusive in respect of which GH has issued a service certificate;
- duly registered with the appropriate registries; and
- accepted by GH as an Eligible Horse for an Eligible Event by its inclusion on the official Eligible Horse entry list published by GH at least 30 days prior to the event.

Prize means the cash benefit appearing below alongside the specified placegetters or finalists at the Eligible Event (all figures are GST inclusive):

- Warwick Gold Cup Open Campdraft: 1st place - \$50,000; 2nd place - \$20,000; 3rd place - \$10,000. Finalists, except for the first 3 placegetters - \$2,500 each
- Condamine Bell Open Campdraft: 1st place - \$50,000
- Chinchilla Grandfather Clock Open Campdraft: 1st place - \$20,000
- Willinga Park Gold Buckle Open Campdraft: 1st place - \$100,000
- Nutrien (Landmark Classic): 1st place - \$50,000; 2nd place - \$30,000; 3rd place - \$15,000. Finalists, except for the first 3 placegetters - \$2,500 each
- Paradise Lagoons Graeme Acton Memorial Open Campdraft: 1st place - \$45,000
- Sydney Royal World Championship Campdraft: 1st place - \$10,000
- Cloncurry Classic Stockmans Challenge U5: 1st place - \$20,000
- Koobah Golden Guitar Open Campdraft: 1st place - \$35,000
- Coolah Open Campdraft: 1st place - \$30,000
- NCHA Snaffle Bit Futurity: 1st place - \$15,000. Finalists, except for the first placegetter - \$2,500 each

A Prize to placegetters and finalists is allocated in the following way and payable within 30 days of publication by the Eligible Event organiser of the official, final and non-appeal able, results of the Eligible Event: 50% to the owner of the Eligible Horse on the date of the Eligible Event; 25% to the Breeder of the Eligible Horse; and 25% to the actual rider of the Eligible Horse in the Eligible Event.

The gross value of Prizes won at a single Eligible Event will not exceed \$100,000 (GST incl.) and, if necessary to stay under the cap, each Prize will be reduced on a pro-rata basis

The amount of a cash Prize at an Eligible Event will rise or fall in line with the cash amount awarded by the Eligible Event organiser to the equivalent placegetter, but in no instance will the rise exceed 10% year on year, based on the prize figures above which reflect figures in the 2020/2021 show season or on the last occasion of the Eligible Event.

In the case of equal placegetters, the cash prizes are pooled and shared equally between them, for example, 2 horses come equal 1st so the cash prize for 1st place is combined with the cash prize for 2nd place and shared equally between them.



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GH reserves the over-riding right and power, in its sole absolute discretion, in respect of any Eligible Event, at any time and from time to time effective on 30 days prior notice to the Breeder to: vary the cash benefit of a Prize; raise or lower the number of placegetters and/or finalists eligible for a Prize; omit an Eligible Event; place any conditions, limitations or restrictions on an Eligible Horse; and amend, modify, add to or omit any of these terms in the event of any inconsistency, omission or contradiction to avoid any actual or threatened claim or dispute between GH and the Breeder.

GH does not represent or warrant that the Eligible Event organiser endorses, sponsors or approves of GH's breeding incentive scheme or any Prize.

EXCLUSION OF LIABILITY

GH, its officers, employees, agents and contractors will not be liable to the Breeder for:

- loss of or damage to the Semen after it leaves TEVC;
- failure of the Mare to conceive or problems through gestation;
- death, injury, illness or disease of the Mare or any approved substitute mare or any foal alongside her arising from or relating to insemination of the Semen; and
- any other direct, indirect or consequential loss or damage of any kind, however caused, including (but not limited to) the negligence or fault of GH, its officers, employees, agents or contractors, arising from or relating to the collection, shipment or insemination of the Semen or any other circumstances arising under or in connection with these terms.

ENTIRE UNDERSTANDING

These terms constitute the entire agreement between GH and the Breeder. Any prior representation, warranty or promise is of no force or effect, was not relied on by the Breeder and does not constitute any collateral agreement, warranty or understanding between the parties.

GENERAL

- GH is not obliged to obtain or maintain a policy of insurance covering loss of or damage to the Semen in any circumstances.
- No change or addition to these terms is valid or binding unless it is in writing and signed by the parties.
- The law of NSW, Australia applies to the construction and application of these terms and the parties submit unconditionally to the exclusive jurisdiction of its courts and tribunals in respect of any dispute between them relating to the Stallion, the Semen, the Mare, any substitute mare, the breeding incentive or any Prize.
- If the Breeder comprises 2 or more persons, they are bound by these terms individually and together.
- An electronic signature shall be considered as an original signature and have the same force and effect as an original signature. An electronic signature includes electronic scanned and transmitted versions of an original signature.