



2018 INTERNATIONAL STALLION NOMINATION PROGRAM

FOR SOUTHERN HEMISPHERE STALLIONS





2018 INTERNATIONAL STALLION NOMINATION PROGRAM FOR SOUTHERN HEMISPHERE STALLIONS

International Stallions standing the 2018 Southern Hemisphere breeding season have a nomination due date of 1 July 2018 and payment must be completed by 31 December 2018.

Initial Payment of \$100.00 (U.S.) made by Midnight, 1 July 2018.

BREEDERS' CUP LIMITED REPRESENTATIVES • Nominate online at members.breederscup.com

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Australia/South Africa
Josh Christian
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ELIGIBILITY & BENEFITS

- All stallions standing outside the United States and Canada are eligible to be nominated to the Breeders' Cup International Stallion program.
- Stallions nominated for the 2018 Southern Hemisphere breeding season will make their entire foal crop born in 2019 automatically eligible for their entire racing careers. No nomination payments due for foals.

PAYMENT INFORMATION

- Stallions must be nominated annually.
- Payments may be made via credit card, wire transfer or check or money order.
- All amounts payable in U.S. currency.
- Foreign currencies will be converted to U.S. Funds at the time of nomination.
- Stallions standing in the Northern Hemisphere are required to pay a nomination fee equal to 50% of their advertised stud fee.
- Stallions standing in the Southern Hemisphere are required to pay a nomination fee equal to 25% of their advertised stud fee.
- Stallions standing a dual season in both the Northern and Southern Hemispheres are required to nominate and pay two separate nomination fees to join the Breeders' Cup International Stallion program if they want the corresponding crop to become automatically eligible.
- Southern Hemisphere Stallion Nomination fees are due in full on 31 December 2018.
- If paying by wire transfer, please contact the Breeders' Cup Nomination Department at +1 (859) 514-9423 or e-mail bcnominations@breederscup.com for wire transfer instructions.

PAYMENT METHOD

Visa MasterCard Discover American Express
 Check or Money Order *(Please, No Currency)* Wire Transfer

Amount Enclosed \$ _____ (U.S.)

Cardholder: _____

Card Account Number *(Please list all numbers on card)*

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Month Year

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Expiration Date

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Security Code

Customer Signature



INTERNATIONAL STALLION NOMINATIONS FOR THE 2018 BREEDING SEASON – SOUTHERN HEMISPHERE

Nominations submitted by 1 July 2018 and payment must be completed before 31 December 2018.

Stallions must be nominated annually.

Please type or print clearly.

All amounts payable in U.S. currency. Stallion fees will be converted to U.S. funds at the time of nomination

OFFICIAL USE ONLY

2018 STALLION

STALLION NAME	YEAR FOALED	SIRE	DAM	ADVERTISED OR FARM FEE/ CURRENCY	DUE NOW	AMOUNT PAID (U.S.\$)
					\$100 (U.S.)	

OWNER/NOMINATOR INFORMATION

(Stallion awards will be payable to owner/nominator shown)

Nominator _____

Farm Name _____

Address _____

City _____

State/Prov. _____

Country _____ Postal Code _____

Telephone: _____

Fax: _____

E-mail: _____

STALLION STANDS AT INFORMATION

Farm Name _____

Address _____

City _____

State/Prov. _____

Country _____ Postal Code _____

Telephone: _____

Fax: _____

E-mail: _____

Breeders' Cup Ltd.:

"I accept this offer to make the above-named stallion eligible to participate in the Breeders' Cup Limited program and agree to be bound by the conditions printed on both sides of this document and enclose payment for \$ _____ (U.S. dollars)."

SIGN HERE

Signature _____ Date _____

Owner

Syndicate Manager

Authorized Agent

Phone () _____

NOMINATION TO THE BREEDERS' CUP BY SUBSCRIPTION OF A FEE EQUAL TO THE AMOUNT OF THE ADVERTISED 2018 STUD FEE AS DESCRIBED BELOW AND IN ACCORDANCE WITH CONDITIONS ON REVERSE HEREOF.

FEE REPRESENTATION

Southern Hemisphere Fee Representation

Nomination to the Breeders' Cup International Stallion program by payment of a fee equal to 25% of the amount of the advertised 2018 stud fee as described below.

The nominator hereby represents and warrants to Breeders' Cup Limited (BCL) that the Nomination Fee listed herein is 25% of the amount of the advertised stud fee for the 2018 breeding season for the stallion listed. If the stud fee is not or will not be advertised, the Nomination Fee for a particular stallion shall be equal to the "prevailing stud fee" established by the farm, syndicate manager or owner for seasons sold to third parties (excluding any nominations sold privately by shareholders in the stallion). As used in this fee representation, "prevailing stud fee" means, in respect of a particular stallion, the greater of (i) the average of all fees received from the sale of seasons to third parties (excluding any nominations sold privately by shareholders in the stallion), or (ii) the most frequently occurring fee amount received from the sale of seasons to third parties (excluding any nominations sold privately by shareholders in the stallion). The minimum Nomination Fee is US\$1,000. For purposes of determining the advertised fee only advertisements initiated by and paid by the stallion manager and published prior to 31 December of the year for which the stallion is nominated will be considered. In determining the Nomination Fee from advertisements which offer more than one fee arrangement, only the greater of the fees advertised will be accepted.

Nominate stallions online at members.breederscup.com

Make checks payable to: Breeders' Cup Limited. Please return original form with payment. Make copy of form (front and back) for your file. If paying by credit card, please call Breeders' Cup at +1 (859) 514-9423.

Send to: Breeders' Cup Limited, 215 W. Main Street, Suite 250, Lexington, KY 40507 USA



The person signing represents that he or she is authorized to enter into the above agreement on behalf of the owner/nominator.

Owner/Nominator hereby acknowledges that the nominating entity listed as the 'Nominator' shall receive the eligible number of votes as it pertains to the nomination and election of candidates to become Breeders' Cup Members. As between the Breeders' Cup and the Nominator, the Nominator of record shall have sole responsibility for obtaining the required authorization and consents from any and all entities that own or share interests in the stallions under which the Breeders' Cup nomination is made.

Breeders' Cup Limited is a trade association and, accordingly, nomination payments are not deductible as charitable contributions for federal income tax purposes but may be deductible as business expenses. Nominators should consult their tax advisers.

INTERNATIONAL STALLION NOMINATION RULES & REGULATIONS

1. Thoroughbred progeny foaled in 2019 (conceived in 2018) of fully nominated Breeders' Cup International stallions shall be deemed automatically eligible in their year of birth to participate in all Breeders' Cup programs (subject to the rules of such programs). If BCL should determine that the Nomination fee(s) set forth herein is/are less than actual advertised or applicable prevailing farm price (as described on the front hereof) at which seasons are sold to third parties, the nominator shall have fifteen (15) days in which to accept the Nomination fee determined by BCL or to request a return of the amount paid hereunder and withdraw said stallion from Breeders' Cup.
2. Horses entering stud for the first time or returning from the racetrack and arriving at the farm after 1 January may be nominated by making an initial payment for the unpaid installments portion within 90 days after entering stud, and submitting the remaining installment payments on specified due dates.
3. In the event of the death or permanent retirement of a nominated stallion which has covered mares prior to or on 30 October, all installment payments due prior to his death or permanent retirement shall remain due from the nominator. In the event of death or permanent retirement of a stallion after 30 October, there is no refund of any Nomination fee. In the event of the death or permanent and total disability of a stallion prior to covering any mare, the initial \$100 payment of the Nomination fee for that season shall be retained by BCL, but any installment payments remitted shall be refunded. In all other cases, the initial \$100 payment of the Nomination fee is not refundable for any reason whatsoever.
4. BCL reserves the right to refuse, or revoke, the eligibility of any stallion nominated hereby in the event the nominator fails to pay the Nomination fee, installment or late charge thereon, when due, with respect to any other stallions nominated by the nominator for the current or previous breeding seasons.
5. BCL reserves the right in its sole discretion, to postpone, discontinue, amend or change the conditions of all or any part of the Breeders' Cup program, including its racing programs and rules and regulations, without limitation or liability. Breeders' Cup programs may be cancelled without notice and BCL shall have no liability except to make distribution of funds in the form of purses or awards less administrative expenses.
6. Breeders' Cup World Championships races and races designated in any other Breeders' Cup purse or awards programs, will be run in compliance with the racing rules and regulations of the applicable authority having jurisdiction of the track where such races are held, except as otherwise set forth in the conditions of the races and/or Breeders' Cup World Championships rules and regulations, which shall control. BCL shall have no liability for the actions of any officials or employees of any such track or for any matter under the control of such track, its officials or employees. Purse and award payments shall be made to the owners or lessees recognized as such by the track and applicable regulatory authority. Nominations are made with the express understanding that said nomination does not assure stall space for horses nominated.
7. Owner/Nominator hereby expressly and irrevocably grants BCL the exclusive right to use, in connection with the promotion of the Breeders' Cup program, the name and likeness of the Owner/Nominator, any horse pre-entered, entered or nominated and of any co-owners, jockeys, trainers, colors, logos, silks, and any other associated or identifying characteristics, as well as any other matter relating to the participation of the horse in the Breeders' Cup program. Promotion by BCL may include, without limitation, televising, broadcasting and/or recording in any manner the races which are a part of the Breeders' Cup program and the activities incident to them, and broadcasting, exhibiting and/or exploiting the same by any means now or hereafter known, including, without limitation, licensing such rights to others for uses approved by BCL. The Owner/Nominator hereby expressly, irrevocably and perpetually waives on his behalf and on behalf of his agents and employees (including the trainers and jockeys) any and all rights he may have in connection with any matter referred to in this paragraph, including, without limitation, any claim for invasion of the right of privacy or the right of publicity, for misappropriation, for infringement of trademark, trade dress and other intellectual property rights, or for any remuneration therefor. Upon demand, Owner/Nominator shall cause any of the aforementioned persons to deliver releases to BCL permitting it to use and exhibit such material. The Owner/Nominator understands and agrees that BCL reserves the right to use names, trademarks, service marks, copyrights, symbols, logos, slogans, results, still and motion pictures, audio reports, trailers, promos and other identifying characteristics relating to BCL and the Breeders' Cup program and that any such use by Owner/Nominator of any of them is prohibited without the express consent of BCL. BCL reserves all rights to advertise the Breeders' Cup program in any manner deemed appropriate by BCL.
8. BCL reserves the right to limit the number of entries in any of the races sponsored by BCL. In the event BCL determines it must limit entries, entries will be selected by such method as BCL may determine in its sole discretion including pursuant to BCL's Prohibited Substance, Convicted Trainers Rule and steroid policy. BCL reserves the right to transfer any turf race to the main course and to modify the distance of any race to accommodate the track selected for every race and to modify the order in which the races are run.
9. Breeders' Cup Limited (BCL) may refuse the pre-entry or subsequent entry of any horse if, in BCL's sole discretion, its association with any connection (e.g., owner, trainer, jockey) of such horse has engaged in, or become the subject of a regulatory or law enforcement inquiry or action alleging, conduct that is unlawful, unethical or may otherwise compromise the integrity of the Breeders' Cup World Championships. BCL may, in BCL's discretion, refuse the pre-entry or subsequent entry of any horse that has tested positive for any prohibited substance in out of competition testing conducted in connection with the Breeders' Cup World Championships or BCL's Breeders' Cup Challenge Series in the year of the Championships.
10. All claims and objections arising out of the application or interpretation of any rules or conditions related to nominations of BCL (except for disputes regarding field selection for the Breeders' Cup World Championships and BCL's Prohibited Substance Rule, Convicted Trainers Rule or steroid policy) shall be decided by BCL in its sole discretion. Information regarding the Appeals Procedure for BCL shall be furnished to any person submitting a written request for such information to Breeders' Cup Limited, Attn: Appeals Board, 215 W. Main Street, Suite 250, Lexington, Kentucky 40507. Any person wishing to object to any action or decision by BCL in the application of its rules or conditions related to nominations must, within thirty (30) days of being advised of such action or decision, submit to the Appeals Board a written objection in compliance with the Appeals Procedure and shall be entitled to an oral hearing upon making a written demand as set forth in the Appeals Procedure. The Appeals Procedure shall not be applicable to matters arising with respect to the field selection for the Breeders' Cup World Championships races. Owner/Nominator agrees that any dispute with BCL regarding the BCL Prohibited Substance Rule, Convicted Trainers Rule or steroid policy shall, following the exhaustion of all administrative remedies in the state in which the BCL races are conducted, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and the award rendered by the arbitrator(s) shall be recognized by Owner/Nominator and BCL and judgment thereon may be rendered in any court having jurisdiction thereof.
11. Nomination of a stallion shall constitute acceptance of the Breeders' Cup Special Conditions for Stallion Nominations whether such nomination is done in writing or electronically. Nominator agrees that a facsimile or electronic copy of this agreement may be accepted as an original, and that facsimile or electronic copies of nominators' signatures may be treated as original signatures and admissible evidence.
12. By providing your e-mail address on this form, you acknowledge that Breeders' Cup Limited may send you information about Breeders' Cup current deadlines and promotions and may share your e-mail address with selected sponsors for promotional purposes. If you do not wish for selected sponsors to send you promotional materials via e-mail, you may opt out at any time by contacting bcnominations@breederscup.com.