



2023 HORSES OF RACING AGE

Nomination Form



The World's Marketplace

Scan for 2023 Keeneland sales dates





2023 HORSES OF RACING AGE NOMINATION FORM

Horses may be nominated at any time during their racing career. Horses nominated prior to July 15th will receive a discount on the racehorse nomination fee.

ELIGIBILITY

- Yearlings are eligible to be nominated after February 28 by payment of \$12,000 if their sire was properly nominated in the year of conception or \$18,000 if their sire was NOT properly nominated in the year of conception.
- Horses of Racing Age sired by stallions properly nominated in the year of conception are eligible to be nominated to the Breeders' Cup by paying one of the following nomination fees.

Sired by <u>Nominated Stallion & Nominated:</u>	On or before July 15:	After July 15:
· Two Year Olds:	\$12,000 (US)	\$100,000 (US)
· Three Year Olds & Up (Northern Hemisphere-bred):	\$50,000 (US)	\$100,000 (US)
· Three Year Olds & Up (Southern Hemisphere-bred):	\$25,000 (US)	\$100,000 (US)

- Horses of Racing Age sired by stallions not nominated in the year of conception are eligible to be nominated to the Breeders' Cup by paying the following nomination fees.

Sired by <u>NON-Nominated Stallion & Nominated:</u>	On or before July 15:	After July 15:
· Two Year Olds:	\$18,000 (US)	\$200,000 (US)
· Three Year Olds & Up (Northern Hemisphere-bred):	\$100,000 (US)	\$200,000 (US)
· Three Year Olds & Up (Southern Hemisphere-bred):	\$50,000 (US)	\$200,000 (US)

AWARDS & REWARDS

- **Nominated horses have greatly increased earnings potential!** To date, more than **\$900 million** has been allocated around the world.
- Nominated horses are eligible to participate in the **Breeders' Cup World Championships**, which provides over **\$31 million** in purses and awards in 2023.
- In 2023, nominators of horses will be paid a **\$10,000 Nominator Award** whenever the nominated horse places first in a Breeders' Cup "Win & You're In" Challenge race.
- Nominators of horses (sired by nominated stallions) will be paid a **Horse Nominator Award** whenever the nominated horse starts in any Breeders' Cup World Championships race.
- Nominators of horses (sired by non-nominated stallions) will be paid a **Horse Nominator Award** whenever the nominated horse starts in any Breeders' Cup World Championships race. Nominators of horses (sired by non-nominated stallions) will also be paid a **Stallion Nominator Award** whenever the nominated horse places 1st through 4th in any Breeders' Cup World Championships race.
- Connections of nominated horses that finish first, second, or third in the Breeders' Cup Dirt Dozen select races will receive a tiered bonus bankroll that will be applicable to fees (pre-entry and entry) at the BCWC.
- Nominators who provide an e-mail address will automatically receive early notification of online ticket sales for the **Breeders' Cup World Championships**.
- All U.S.-resident nominators are eligible for preferred pricing on many products and services from NTRA Advantage. For more information, contact **NTRA Advantage** at **(866) 678-4289** or visit **NTRAadvantage.com**.

INSTRUCTIONS

1. Nominate and pay online at **members.breederscup.com** or fill out the Breeders' Cup nomination form (enclosed). Type or print clearly.
2. Retain copy (front and back) for your files.
3. Mail completed form with a check or money order for the applicable nomination fee. If paying by Visa, MasterCard, Discover or American Express please call (859) 514-9423 with the card details. Nominations paid by credit card or wire transfer may be emailed to **racing@breederscup.com**.
4. **Mail to:** Breeders' Cup Limited, P.O. Box 746969, Atlanta, GA 30374 U.S.A.



2023 HORSES OF RACING AGE NOMINATION FORM

Nominations made prior to July 15th receive a discount on the standard racehorse nomination fee.

*See previous page (2) for applicable fees.

OFFICIAL USE ONLY

HORSE NAME	YEAR OF BIRTH	COLOR	SEX	AREA FOALED	AMOUNT PAYABLE (U.S.)*

SIRE	DAM	DAM SIRE

OWNER INFORMATION

(Horse and/or stallion nominator awards will be payable to owner shown)

Name _____

Farm/Company _____

Address _____

City _____

State/Prov. _____ Postal Code _____

Country _____

Telephone: _____

Fax: _____

E-mail: _____

"I accept this offer to make the described horse eligible for participation in Breeders' Cup Limited, agree to be bound by the conditions printed on both sides of this document and enclose payment."

Signature _____

Owner Authorized Agent

Date _____

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 "Owner/Nominator" shall receive the eligible number of votes as it pertains to the nomination and election of candidates to be Breeders' Cup Members.

As between the Breeders' Cup and the Owner/Nominator, the Owner/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 foals or 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.

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)

Expiration Date Security Code

____ - ____ _____
Month Year

Customer Signature _____

WIRE TRANSFER INFORMATION

For the Account of:
Breeders' Cup Limited
215 West Main St., Suite 250
Lexington, KY 40507

Bank Name: PNC Bank
Account Number: 3009093884
Bank Routing Number: 083000108
Swift Code: PNCCUS33

PAYMENT INFORMATION

Make checks payable to: Breeders' Cup Limited. Please return original form with payment. Make copy of form (front and back) for your file.

Mail to:
Breeders' Cup Limited
P.O. Box 746969
Atlanta, GA 30374 U.S.A.

Need more information?
Please call (859) 514-9422
Fax: (859) 223-3945 **Internet:** members.breederscup.com
E-mail: racing@breederscup.com

See reverse for important information regarding the rules and regulations of Breeders' Cup Limited.

SPECIAL CONDITIONS FOR HORSES OF RACING AGE NOMINATIONS

1. Nomination of Horses of Racing Age sired by stallions nominated, in the year of conception, to the Breeders' Cup Limited ("BCL" or "Breeders' Cup") is by payment of the applicable fees as set forth on page two of this form. Nominated Horses of Racing Age are eligible during their entire racing career for Breeders' Cup World Championships races, or any other Breeders' Cup purse or awards programs for which they otherwise qualify. In such cases, the person nominating the horse would be eligible to receive any applicable foal nomination award in respect of the Horse of Racing Age.
2. Nomination of Horses of Racing Age sired by stallions that were not nominated, in the year of conception, to the Breeders' Cup is by payment of the applicable fees as set forth on page two of this form. Nominated Horses of Racing Age are eligible during their entire racing career for Breeders' Cup World Championships races, or any other Breeders' Cup purse or awards programs for which they otherwise qualify. In such cases, the person nominating the horse would be eligible to receive any applicable foal nominator award and any applicable stallion nominator award in respect of the Horse of Racing Age.
3. The Breeders' Cup purse and awards program may include provisions for purse money enhancements for eligible horses in designated races. The particular races for which allocations will be provided, the amount of respective awards for such races and the terms and conditions under which the stakes will be awarded to the connections of eligible horses will be determined by BCL, in its sole and absolute discretion.
4. Owner/Nominator must ensure that BCL has current contact information for the Owner/Nominator. BCL will make reasonable effort to locate Owners/Nominators to pay awards. If BCL does not locate an Owner/Nominator for the payment of an award and Owner/Nominator does not claim the award within three (3) years from the date of the race upon which the award was determined, the Owner/Nominator forfeits all claims to the award and it reverts to BCL.
5. Horses of Racing Age nomination fees are not refundable. Notwithstanding the foregoing, in the event the Horses of Racing Age nomination fee is paid at time of pre-entry (and not earlier) and the nominated horse is scratched after pre-entry to a Breeders' Cup World Championships race in the same year because of sickness or disability certified by the track or state veterinarian or pursuant to veterinary certification acceptable to BCL, in such cases, the nomination fee may be refundable in BCL's sole discretion.
6. 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 rules and regulations and awards, without limitation or liability. Breeders' Cup programs may be cancelled without notice and BCL shall have no liability.
7. 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 racing regulatory authority. Nominations are made with the express understanding that said nomination does not assure stall space for horses nominated.
8. 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 still or motion pictures, radio and television broadcasts, digital and immersive media, or any other media transmission, whether known or hereafter developed, 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 or developed, including, without limitation, licensing or selling such rights to others for uses approved by BCL. The Owner/Nominator hereby expressly, irrevocably and perpetually waives or assigns to Breeders' Cup, on his behalf and on behalf of his contractors, 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, moral rights or "droit moral"; 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, digital and immersive media, 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 written consent of BCL. BCL reserves all rights to advertise the Breeders' Cup program in any manner deemed appropriate by BCL in its sole and absolute discretion.
9. 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 any of BCL's rules or policies. BCL reserves the right, exercisable in its sole and absolute discretion, 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.
10. 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 any conduct that is unlawful, unethical or may otherwise compromise the integrity or reputation of the Breeders' Cup World Championships. BCL may, in BCL's sole and absolute discretion, refuse the pre-entry or subsequent entry of any horse that has violated any BCL or other applicable authority's rules or policies.
11. All claims and objections arising out of the application or interpretation of any rules or conditions related to nominations or entries of Breeders' Cup Ltd. shall be decided by BCL in BCL's sole and absolute 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 St., 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 nominations, field selection for the Breeders' Cup World Championships races or the Condition of Integrity. All matters concerning nominations, field selection or the Condition of Integrity are decided by BCL in its sole and absolute discretion. Owner/Nominator agrees that any dispute regarding any BCL rule or policy shall 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.
12. Nomination of a racehorse shall constitute acceptance of the Breeders' Cup Special Conditions for Racehorse 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.
13. Owner/Nominator agrees that BCL may inspect and copy for its own use all documents, electronic or otherwise, containing reports by official racing veterinarians of pre-race, post-race examinations and/or any records of procedures required by regulatory agencies or under applicable industry safety accreditation organizations of Owner/Nominator's horse(s) nominated, pre-entered and/or entered in Breeders' Cup World Championships races and/or BCL's Breeders' Cup Challenge Series races.
14. 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 nominations@breederscup.com.

BREEDERS' CUP LIMITED, 215 W. Main St., Suite 250, Lexington, KY 40507 U.S.A.

PHONE: +1 (859) 514-9423 **FAX:** +1 (859) 223-3945 **E-MAIL:** nominations@breederscup.com **INTERNET:** members.breederscup.com