

1 ELIGIBILITY

- (a) All greyhounds nominated must be whelped in the period 1st March 2011 – 31st August 2011 inclusive.
- (b) Greyhounds must race and finish in the heats and finals.
- (c) All greyhounds must be registered with Greyhound Racing Victoria and be Victorian bred.
- (d) Greyhounds must be ear branded and micro-chipped.
- (e) Unnamed greyhounds are eligible.
- (f) Raced greyhounds are eligible to enter (Raced greyhounds will compete against each other).
- (g) Greyhounds will not lose their maiden status for wins in either the heats or finals.

2 THE 'READY 2 RACE' SERIES

2.1 Event

- (a) The Ready 2 Race Greyhound Sales is a 'series' within the meaning of the GRV Rules ("Rules"), except for the purpose of LR30.

2.2 Testing

In addition to any rights to conduct Swab tests under the Rules, the Stewards may swab test the winners of the heats and finals of the Ready 2 Race Series.

2.3 Prize money and bonuses

- (a) Nominators will receive a bonus of 10% of the total winner's prize money of any R2R greyhound that wins a group event in Victoria. Only the winners of group events will receive bonus prize money and greyhounds must be sold at auction through the R2R sales.
- (b) The top 8 points earners will run in a special event worth \$34,000. The final will be held during the 2013 Melbourne Cup Carnival. Prize money for this event will pay down to 8th place. A table will be established showing how to earn points.
- (c) There will be R2R races each month starting the month after the sales. There will be a variety of races in different regions and in different grades. Ongoing bonuses will be paid to the nominators and trainers of R2R greyhounds. The exact number of races will be determined by the number of greyhounds sold at the R2R sales. Greyhounds will be eligible for ongoing prize money throughout the greyhounds racing career.
- (d) \$5,000 will be paid to the nominator of the greyhound who has won the most prize money in the 12 month period from Saturday 24th November 2012 to Friday 24th November 2013. (Excludes the \$34,000 Top 8 final).
- (e) To be eligible for prize money greyhounds must be sold through the 'Ready 2 Race Greyhound sales'.
- (f) Greyhounds will race for prize money of \$355 in the heats and finals.
- (g) Ready 2 Race Series results do not affect a greyhound's eligibility for Juvenile or Maiden Events.
- (h) Heats and finals will not be recorded against the greyhound's history.

2.4 Positive Swabs

- (a) If a greyhound tests positive to a prohibited substance:
 - (i) the Rules relating to prohibited substances will apply; and
 - (ii) in addition to any rights, remedies or consequences that may apply under the Rules:
 - (A) the greyhound will be disqualified from the 'Ready 2 Race series';
 - (B) the vendor, trainer or any other person will forfeit any prize money won;
 - (C) the sale of the greyhound will become void and purchaser will be refunded in full;

- (D) the trainer of the greyhound may face disciplinary charges.
- (b) GRV shall not be liable for any costs incurred by the vendor or the purchaser as a result of:
 - (i) a greyhound testing positive to a prohibited substance; or
 - (ii) the matters referred to in paragraph (b) above.

3 THE 'READY 2 RACE' AUCTION

3.1 The Auction

- (a) A vendor is bound by these terms and conditions by offering a greyhound for sale by auction.
- (b) An agent (which includes an auctioneer) is bound by these terms and conditions by conducting an auction sale.
- (c) A buyer is bound by these terms and conditions by bidding at auction.
- (d) In these terms the expression auctioneer, agent, buyer and vendor respectively includes the servants, contractors, agents of each of them. The auctioneer, agent, buyer and vender shall be wholly responsible for the acts and omissions of their respective servants, contracts and permits, the vendor's agent.
- (e) These terms and conditions are subject to legislation or regulation in the State of Victoria and in the event of any conflict, then the applicable legislation or regulation will prevail. The provisions of these terms and conditions are in addition to, and do not derogate from, the duties and rights of vendors, agents and buyers set out in legislation and regulation in the State in which the auction is conducted.
- (f) The auction will be conducted by an accredited auctioneer who is a member of the Australian Auctioneers & Valuers Association. There will be no internet or online bidding.
- (g) Only registered Greyhound Racing Victoria owners can bid on a pup.
- (h) Buyers will be given a registration number to bid with. Bidders must raise their hand to bid for a greyhound. No further bids will be taken after the fall of the hammer.
- (i) Any person who advances a bid on the lot shall do so on the express condition and understanding that should that person's bid be the highest bid and such bid accepted by the vendor then that person will be held personally liable for the price so agreed upon, regardless of the fact that they may be acting on behalf of another party, either disclosed or undisclosed to the vendor or his agents, provided however, that this condition shall not in any way negate the vendor's right to claim against any principal and in such case the bidders liability shall be constructed to be by way of guarantee.
- (j) Should any dispute arise between two or more parties the auctioneer shall adjudicate the dispute and his decision shall be final and binding.

3.2 Commission

GRV will be entitled to a commission of 10%, to be deducted from the total purchase price of each lot.

3.3 Terms of Sale

- (a) Subject to any reserve price, and to the right prior to the fall of the hammer of the vendor to withdraw any lot without declaring the reserve, the highest bidder shall be the buyer.
- (b) The auctioneer has the right to bid on behalf of the vendor provided that right is notified prior to the commencement of the sale and is subject to State law.
- (c) A bid cannot be made or accepted after the fall of the hammer unless, in accordance with clause 3.3(e), the auctioneer decides to put the lot up again.
- (d) The last price called by the auctioneer at the fall of the hammer shall be the amount at which the lot has been sold.
- (e) In the event of a disputed bid, the auctioneer is the sole arbitrator of the successful bidder or the auctioneer may decide to put the lot up again.

- (f) The auctioneer may refuse to accept and bid which, in the auctioneer's opinion, is not in the best interests of the vendor and need not give reasons for doing so.
- (g) A bidder shall be deemed to be a principal unless, prior to bidding, the bidder has given to the auctioneer a copy of written authority to bid for or on behalf of another person.
- (h) The successful bidder at the auction sale must give to the auctioneer at the fall of the hammer:
 - (i) the purchaser's name; or
 - (ii) the bid card number which identifies the purchaser; or
 - (iii) the name of the person on whose behalf the successful bid was made; and
- (i) The auction shall be conducted on the basis that the bid price shall be exclusive of Goods and Services Tax (GST). GST shall be added after the fall of the hammer for those sales subject to GST.
- (j) As soon as practicable after the fall of the hammer, the buyer shall if requested by the agent, sign the agreement for sale.
- (k) If the purchaser fails to comply with any of these conditions, the lot or lots in respect of which such failure is made may, if the auctioneer thinks fit, be put up again and resold. If upon such resale a lower price is obtained for any such lots than was obtained upon the first sale the difference in price shall be a debt due from the purchaser in default upon the first sale.

3.4 **Payment**

- (a) The purchaser must pay GRV within 30 minutes of the last greyhound sold.
- (b) Full payment must be made to GRV before the vendor releases the greyhound.
- (c) Payment shall be made in the form of a personal cheque made out to 'Greyhound Racing Victoria', eftpos, credit card and cash payments will also be accepted.
- (d) Within a reasonable period after received funds have cleared, GRV will remit the purchase price to the vendor, less the 10% commission from the total sale price deducted in accordance with clause 3.2.
- (e) Title shall not pass to the purchaser until payment is made in full. The greyhound will be released to the purchaser once the purchaser has paid for the greyhound. The purchaser must arrange satisfactory transportation of the greyhound.
- (f) In the event that payment under clause 3.4(c) is made by personal cheque and that personal cheque does not clear in 3 business days:
 - (i) the vendor will be immediately entitled to demand the return of the greyhound;
 - (ii) within 24 hours of demand, the purchaser must:
 - (A) make alternative arrangements for payment of the greyhound on terms satisfactory to both GRV and the vendor (in their sole and absolute discretion); or
 - (B) return the greyhound to the vendor; and
 - (iii) the purchaser will be liable to the vendor for any loss.

3.5 **Risk and liability**

- (a) Risk passes to the purchaser at the fall of the hammer.
- (b) Upon the fall of the hammer all responsibility for expenses, injury and forwarding instructions become that of the purchaser. Each lot shall be at the risk of the vendor in respect of any damage or injury, whether by disease, accident or otherwise, or whether caused by negligence of the auctioneer, unless such lots have been sold, in which latter case such lot shall be at the risk of the purchaser in all such respects from the acceptance of his bid or offer by the vendor.
- (c) The auctioneer and GRV do not accept any liability for the Greyhound. The Vendor and the Purchaser indemnify the auctioneer and GRV from any loss arising out of the Ready 2 Race Series and Ready 2 Race Auction.

3.6 **warranties, soundness of Greyhound, right of return & movement of purchase**

- (a) The Vendor warrants that:
 - (i) the description, pedigree and all other information on the nomination form was correct at the time of nomination;
 - (ii) he or she has good title to the greyhound and is entitled to sell the greyhound; and
 - (iii) there has been no breach of the Rules in relation to the greyhound
- (b) Unless otherwise announced at the auction, there is no guarantee of any kind as to the soundness, condition and quality of a greyhound. All greyhounds will be vetted prior to racing in the heats and finals.
- (c) Each lot is sold with all faults, if any.

3.7 **Auctioneer**

- (a) The auctioneer reserves the right, without giving any reason thereof, to withdraw any lots before or during the sale.
- (b) The auctioneer is to be considered the agent merely between vendor and purchaser and in all disputes arising from defect of title, wrong description, pedigree, warranty or otherwise, the purchaser and vendor must adjust the matter between themselves, and no lot is to be returned to the auctioneer. The auctioneer shall be under no liability for the loss, if any incurred by the vendor by reason of the failure on the part of the purchaser to complete his purchase. The name, description and address given by the vendor will in all cases be furnished to the purchaser if require, and in the case of any dispute the remedy of the buyer shall be against such vendor only and in case or under any circumstances against the auctioneer, who is to be regarded for all intents and purposes as agents for a disclosed principal.
- (c) The description, either as to quality, pedigree, engagements or otherwise for any lot offered is supplied by the vendor who alone is responsible for its accuracy and the auctioneer shall not be liable for any error in such description.

3.8 **Conditional sales**

Nominators can put a 'conditional sale' on their greyhound. The special conditions must be submitted to GRV on the nomination form. All special conditions must be specified and a time frame on the conditional sale must be submitted. The special conditions will be advertised in the Ready 2 Race catalogue.

3.9 **Withdrawing Greyhounds**

Greyhounds can be withdrawn from the sales if there is a genuine reason. GRV will determine if a suitable explanation has been provided for a withdrawn sale. A \$100 penalty will be issued to nominators who do not provide an acceptable reason to withdraw.

4 **GENERAL**

4.1 **Amendment**

- (a) GRV may amend these terms and conditions at its discretion and at any time.
- (b) The terms governing each Ready 2 Race Series event and/or Ready 2 Race auction shall be the terms published on GRV's website and publicly available on the day of the Ready 2 Race event and auction.

4.2 **Cancellation**

- (a) GRV reserves the right to cancel any Ready 2 Race Series event and/or Ready 2 Race auction due to unforeseen circumstances.
- (b) GRV will endeavour to notify nominators, trainers and vendors of any cancellation under clause 4.2 (a).
- (c) GRV accepts no liability whatsoever in the event that any Ready 2 Race Series event and/or Ready 2 Race auction is cancelled under clause 4.2 (a).