



2011 YEARLING BONUS SCHEME ELIGIBILITY COMPLETION FORM

FORMS AND PAYMENTS TO BE SENT TO:
WEATHERBYS, SANDERS ROAD, WELLINGBOROUGH, NORTHAMPTONSHIRE. NN8 4BX
Facsimile: +44 (0) 1933 304819

**†A. WHERE A HORSE IS WITHDRAWN, NOT SOLD OR BOUGHT IN AT A PUBLIC AUCTION
TO COMPLETE ELIGIBILITY - PAYMENT OF £550/€625 PER HORSE IS DUE NO LATER THAN 15TH DECEMBER 2011
* Supplementary £1,250 from 16th December 2011 to 15th March 2012**

**†B. WHERE A HORSE HAS BEEN SOLD AT PUBLIC AUCTION
TO COMPLETE ELIGIBILITY - PAYMENT OF £350/€395 PER HORSE IS DUE NO LATER THAN 15TH DECEMBER 2011
* Supplementary £1,000 from 16th December 2011 to 15th March 2012 (except as set out in clause 2.11 T&C)**

FORMS AND PAYMENT MUST ARRIVE NO LATER THAN 15TH DECEMBER 2011*

OWNER DETAILS

Full Name (BLOCK CAPITALS PLEASE)	
Full Postal Address	
Postcode	Country
Telephone	Mobile
Email Address	

**The list of initially eligible horses can be found on www.yearlingbonus.com
or contact Kerry Murphy Email: kerry@yearlingbonus.com or +44 (0) 7788 497644,
or Weatherbys 01933 440077**

HORSE DETAILS

†Please tick A or B as appropriate

A

B

Sex	Dam	Amount Due	£550/ €625		£350/ €395	
	Sire	Country horse to be trained in				
	Dam	Amount Due	£550/ €625		£350/ €395	
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	Dam	Amount Due	£550/ €625		£350/ €395	
	Sire	Country horse to be trained in				

PLEASE COPY THIS FORM IF MORE THAN 8 HORSES TO REGISTER

Number of yearlings registered	Total fees payable @ £350/€395 per yearling	£/€
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Number of yearlings registered	Total fees payable @ £550/€625 per yearling	£/€
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TOTAL	£/€
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PAYMENT DETAILS please tick appropriate box to indicate payment method

I enclose cheque to the sum of £/€..... made payable to YEARLING BONUS SCHEME

or

Please debit my Weatherbys Bank or BHA Invoice Account No

or

I have arranged the Electronic Transfer of funds (see options below):

ELECTRONIC TRANSFER

VERY IMPORTANT - Please specify the *Reference indicated in each instance on your payment instruction if paying by this method and instruct your bank to pay all charges relating to the transfer.

STERLING PAYMENTS

Transfer from UK Bank Account

Beneficiary Bank: Weatherbys Bank Limited
Sort Code: 60-93-03
Account Name: Yearling Bonus Scheme
Account Number: 00302611

***Reference: (Dams name and name of Applicant)**

Transfer from Non-UK Bank Account

Beneficiary Name: Yearling Bonus Scheme
Iban: GB54WBYS60930300302611
Beneficiary Bank: Weatherbys Bank Ltd,
Wellingborough, Northants
Beneficiary Bank SWIFT: WBYSGB22
Intermediary Bank: Natwest Bank
Intermediary Bank SWIFT: NWBKGB2L

***Reference: Yearling Bonus Scheme 00302611**
(plus Dams name and name of Applicant)

EURO PAYMENTS

All Transfers

Beneficiary Name: Yearling Bonus Scheme
Iban: GB75WBYS60930300778503
Beneficiary Bank: Weatherbys Bank Ltd, Wellingborough, Northants
Beneficiary Bank SWIFT: WBYSGB22
Intermediary Bank: Natwest Bank
Intermediary Bank SWIFT: NWBKGB2L

***Reference: Yearling Bonus Scheme Euro 00778503** (plus Dams name and name of Applicant)

PLEASE REMEMBER TO TAKE A COPY OF THIS FORM FOR YOUR RECORDS, RETURN THIS COPY ALONG WITH PAYMENT, IF BY CHEQUE, TO: 'YEARLING BONUS SCHEME', Weatherbys, Sanders Road, Wellingborough, Northamptonshire, NN8 4BX. United Kingdom. Facsimile +44(0)1933 304819. www.yearlingbonus.com

2011 Racing Post Yearling Bonus Scheme

Terms and Conditions

The 2011 Racing Post Yearling Bonus Scheme is operated subject to the Terms and Conditions set out below.

All Vendors and Purchasers/Owners are deemed to have read and understood these conditions and agree to be bound by them.

Definitions

- 1.1 Auctioneers means the Sales Companies conducting the relevant sales, namely Brightwells Ltd., Doncaster Bloodstock Sales Ltd., Goffs Bloodstock Sales Ltd., Goresbridge Horse Sales., Tattersalls Ltd. and Tattersalls (Ireland) Ltd.
- 1.2 Qualifying Sale means any sale at which Yearlings are offered, held by any Auctioneer as defined at clause 1.1 hereof between 1 August 2011 and 10 December 2011.
- 1.3 The Relevant Horse Racing Authority means the recognised horse racing authority in the country where the qualifying race takes place.
- 1.4 Owner means the registered owner of each horse eligible for the Scheme as recorded at the time of racing with the Relevant Horse Racing Authority.
- 1.5 Purchase Price is the price at which the lot was knocked down by the Auctioneers in the ring or the price at which the horse was sold privately after the sale plus V.A.T and commission as applicable.
- 1.6 Purchaser means the highest bidder to whom a lot is knocked down by the Auctioneers or who purchases the lot privately after the sale.
- 1.7 Scheme means the 2011 Racing Post Yearling Bonus Scheme, outlined below.
- 1.8 Yearling Bonus Fund means monies collected from Vendors, Purchasers, and Owners to be disbursed amongst Winning Owners.
- 1.9 Trustees means the trustees of the Scheme.
- 1.10 Scheme Committee means the committee nominated to direct the Scheme.
- 1.11 Scheme Administrator means the organisation (being initially Weatherbys) appointed for the administration of the Scheme by the Trustees.
- 1.12 Vendor means the person, partnership or corporation named on the sale entry form as the owner of each lot, provided however where an owner is not named on the entry form the person who entered the horse for sale on behalf of the owner shall be deemed to be the Vendor.
- 1.13 Race means eligible selected 2 year old race or 3 year old race as agreed by the Scheme Administrator and defined by the Relevant Horse Racing Authority in the country where the race has taken place.
- 1.14 Time shall mean Greenwich Mean Time.
- 1.15 Win means the horse is adjudged the winner of a Race by a Relevant Horse Racing Authority.

Vendors

- 2.1 All Vendors at Qualifying Sales in the UK and Ireland are invited to participate in the Scheme by the Trustees.
- 2.2 To confer eligibility to the Scheme on any horse, the Vendor must pay to the Scheme Administrator £200 for that horse, which payment must be accompanied by a registration form including an irrevocable instruction made by the signatory authorising the Auctioneer to pay to the Scheme Administrator a further £200 from the sales proceeds. Registration forms and first payment to reach the Scheme Administrator no later than 5pm on 8 July 2011 for DBS Premier and St Leger Festival Sales and no later than 5pm on 15 July 2011 for Tattersalls 1-4, Goffs Orby and Tattersalls Ireland Sept Sales. For other qualifying sales the relevant payment and signed registration form must be received before the closing date of the relevant Qualifying Sale. Where the registration payments are made via a Weatherbys Bank or BHA Invoice account, settlement of the payment must be made within 30 days of the registration. Where payment is not received within the time limit horses will not be eligible for the Scheme. By making the payment the Vendor confirms that it will be bound by these Terms & Conditions.
- 2.3 The Scheme Administrator will produce a list of horses potentially eligible for the Scheme as soon as practicable after 15 July 2011 once cleared funds in respect of the payments set out at 2.2 above have been received along with updates as required. Eligibility for the Scheme will be announced by the Auctioneers, and non-eligibility for those horses stated as eligible for the Scheme in the catalogue will be announced by the Auctioneers. It is a condition of eligibility for the Scheme that a horse has been catalogued.
- 2.4 The Auctioneers shall contribute and pay to the Scheme Administrator £25 for each eligible yearling catalogued, except those yearlings that are withdrawn from the sale and in addition, £25 for each eligible yearling sold. Where a yearling is offered at more than one sale the Auctioneer conducting the first in time sale shall pay the Auctioneers' contribution to the Scheme Administrator relating to that yearling.
- 2.5 The payments specified at Clauses 2.2 and 2.4 are non-refundable upon payment to the Scheme Administrator save as set out in Clause 2.6.
- 2.6 In the event that a Vendor has paid the fee as specified at Clause 2.2 to confer eligibility for the Scheme on any horse and should that horse be refused entry to any Qualifying Sale then in that event the fee shall be refunded to the Vendor.
- 2.7 Subject to clause 2.10 below, any lot declared as eligible for the Scheme by the Scheme Administrator and which is unsold or bought in on the day of a Qualifying Sale remains eligible for the Scheme provided that the sales entry fee, commission and any other relevant fee has been paid to the Auctioneer.
- 2.8 Subject to clause 2.10 below, any lot declared as eligible for the Scheme by the Scheme Administrator which is withdrawn from a Qualifying Sale remains eligible for the Scheme provided that a veterinary certificate to the Auctioneer's satisfaction is lodged, in addition to the sales entry fee and any other relevant fee being paid to the Auctioneer.
- 2.9 Subject to clause 2.10 below, any lot declared as eligible for the Scheme by the Scheme Administrator which is returned under the Auctioneer's conditions of sale, remains eligible for the Scheme provided that the sales entry fee, and any other relevant fee has been paid to the Auctioneer.
- 2.10 In the event of clauses 2.7, 2.8 and 2.9 being relevant the Vendor shall pay to the Scheme Administrator either:
 - £550 not later than 15 December 2011; or
 - £1250 between 16 December 2011 and 15 March 2012.to maintain eligibility for the Scheme.

2.11 Notwithstanding clauses 1.2 and 2.2 where a yearling is catalogued after 1 December 2011 a Purchaser/Owner or a Vendor of an unsold or withdrawn lot shall have 14 days from the day of the sale to pay the Owner payment of £350 or the second Vendor payment plus the Owner payment totalling £550. After 14 days have passed but until 15 March 2012 the Owner payment shall be £1000 and the second Vendor payment plus the Owner payment shall total £1250.

2.12 Each Auctioneer must provide to the Scheme Administrator in writing a list of all catalogued yearlings for which they do not receive the second stage payment.

2.13 In the event that Vendors do not register at least 1000 yearlings into the Scheme by 15 July 2011, then the Scheme will be suspended and all registration payments returned.

2.14 Any yearling catalogued in a Qualifying Sale which is previously offered for sale after 1 July 2011 at any sale outside the United Kingdom or Ireland shall not be eligible for the Scheme.

Purchasers/Owners

3.1 Except as set out in clauses 2.11 to maintain eligibility for the Scheme after purchase the Purchaser/Owner of a horse nominated to the Yearling Bonus Scheme shall pay to the Scheme Administrator either:

- £350 not later than 15 December 2011; or

- £1000 between 16 December 2011 and 15 March 2012.

3.2 Scheme eligibility attaches to the eligible horse providing that all relevant fees are paid in advance of the payment deadlines outlined in these Terms and Conditions and that change of ownership details are notified to the Scheme Administrator.

3.3 The Yearling Bonus shall be used, until expended, to offer a bonus of £10,000 (or equivalent in currencies other than £ sterling) to winning Owners on the occasion of their horse's first Win (the "Yearling Bonus"). The number of races will relate to the proportion of horses eligible for the Scheme in each racing jurisdiction and as determined by the scheme administrators, will be distributed by the Scheme Administrator as follows:

UK - The Yearling Bonus will be paid to the Winning Owner of selected 2 year old maiden races decided in conjunction with the British Horseracing Authority run between 1 March 2012 and 31 December 2012 and selected 3 year old maiden races in 2013 until the fund is expended. Selected races will be publicised in advance.

Ireland - The Yearling Bonus will be paid to the Winning Owner of selected 2 year old maiden races decided in conjunction with Horse Racing Ireland run between 1 March 2012 and 31 December 2012 and selected 3 year old maiden races in 2013 until the fund is expended. Selected races will be publicised in advance.

Rest of the World – The Yearling Bonus will be paid to the Winning Owner of selected 2 year old maiden races decided in conjunction with each Relevant Horse Racing Authority run between 1 March 2012 and 31 December 2012 until the fund allocated to each nation on the basis of the proportion of horses registered in the scheme is expended. Selected races will be publicised in advance.

3.4 In the event of any dispute as to the status of a race, or in relation to any of these Terms and Conditions such dispute shall be referred to Arbitration. The Arbitrator shall be appointed by the Trustees and shall have all the powers provided for an Arbitrator in The Arbitration Act 1996. Any decisions made by the Arbitrator shall be final and binding on all parties.

3.5 In the case of horses Winning a race outside Great Britain and Ireland, a Yearling Bonus payment will only be made where a claim for payment has been received by the Scheme Administrator, on the prescribed form, no later than 14 days after the race in question. Prescribed forms will be available from the Scheme Administrator, www.yearlingbonus.com or Weatherbys on 01933 440077.

3.6 No horse can Win more than one Yearling Bonus.

3.7 Payment will be made to the Winning Owner, as registered with a Relevant Horse Racing Authority at the time of the race in question. In the case of a horse owned jointly by more than one party, payment will be made in accordance with the Owners' instructions to their Relevant Horse Racing Authority in respect of prize money payments. The timing of the payment will normally be 28 days after the race in question, but at the Scheme Administrator's absolute discretion.

3.8 No lot is deemed eligible for the Scheme until the Auctioneers have been paid the purchase price in full, together with relevant commission and entry fees. In the event of the full purchase price with relevant commission and entry fees not having been paid to the Auctioneers the Owner shall have 14 days from the start time of the Race Won to pay all monies owed to the Auctioneers in full. If full payment is not received, no Yearling Bonus shall be paid to the Owner and Scheme eligibility shall be forfeited without refund.

3.9 The Scheme shall operate on a first in Time basis and shall terminate on the last day of December 2012 or on the date that the fund is paid out in full, whichever date shall first occur.

3.10 In the event that two horses which are eligible for the Scheme dead heat in a particular qualifying race they are both deemed to be Winners and shall each receive the Yearling Bonus, always provided that there are sufficient funds available. In the event of a dead heat where there are insufficient funds to pay each Winner their bonus, but monies remain in the account, then the money remaining in the fund shall be shared equally between those horses. Any eligible horse that Wins after the fund has expired cannot claim the bonus payment.

3.11 In the event that more than one horse who is eligible for the Scheme should Win on the same date when there are insufficient funds to pay each winner their bonus the horse which Wins first in Time shall take the entire bonus.

3.12 The Scheme shall be administered by the Scheme Administrator at the direction of the Scheme Committee. Should any dispute arise between any Vendor, Purchaser, or Owner, the Scheme Committee's decision shall be binding on all parties. The Scheme Committee reserve the right to change, amend or vary at any time, without notice, any detail, arrangement or condition pertaining to this incentive and eligibility for the Scheme and shall not incur any liability for any loss, damage, or expense howsoever arising which may be incurred by any Vendor, Purchaser, Owner or other interested party arising in any way whatsoever from their participation or involvement in this Scheme. In particular the Auctioneers and the Scheme Administrator shall not in any circumstances be liable for any consequential loss incurred by any party.

Law

4 These Terms and Conditions are to be construed and shall take effect in accordance with English Law and the English Courts shall, unless the Trustees elect otherwise, have exclusive jurisdiction to hear and determine any action arising thereunder. The Auctioneers may enforce the terms of this agreement subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.