

TERMS AND CONDITIONS OF THE £25,000 TATTERSALLS 2019 BOOK 1 ADDITIONAL BONUS SCHEME

In the light of the of the BHA's recently announced decision that for June 2020 (and until further notice) all 2 year-old novice and maiden races will be classified as class 5 races, Tattersalls is pleased to announce the creation of an additional bonus scheme ("**the Additional Scheme**").

The Additional Scheme is being introduced to meet these changed circumstances and will be in addition to the existing £25,000 Tattersalls 2019 October Book 1 Bonus Scheme ("**the Existing Scheme**").

The following Terms and Conditions apply to the £25,000 Tattersalls 2019 Book 1 Additional Bonus Scheme.

Any person participating in the Additional Scheme or making any claim arising out of or in relation to the Additional Scheme, including a claim to payment of a Bonus Payment under the Additional Scheme, shall be bound by and shall comply fully with these Terms and Conditions.

1. ELIGIBILITY

- 1.1 Subject to the proviso in sub-condition 1.2, all horses that were, as at 31 May 2020, "Eligible Racehorses" as defined under the Existing Scheme will be automatically entitled to participate in the Additional Scheme.
- 1.2 Provided always that where the purchase price or any other sum due and owing to Tattersalls in connection with a horse (together with VAT and interest thereon if applicable) has not been paid to Tattersalls, Tattersalls reserves the right to either declare the horse as ineligible to participate in the Additional Scheme or to receive a Bonus Payment.

2. QUALIFYING RACES

- 2.1 A Qualifying Race is any Class 5 two year-old Open Maiden and Novice race run until 31 August 2020 excluding Auction and Median Auction Maidens and Novice races (Class 5 restricted).

3. RELEVANT HORSE RACING AUTHORITY

- 3.1 The Relevant Horseracing Authority means the British Horseracing Authority.

4. REGISTERED OWNER(S)

- 4.1 The Registered Owner(s) means the owner(s) of a Qualifying Racehorse as registered with the Relevant Horseracing Authority at the time of the Qualifying Race.

5. BONUS PAYMENT

- 5.1 Subject always to the provisions of condition 6 hereof, Tattersalls shall make payment of £25,000 ("Bonus Payment") in the manner provided for in this sub-condition to the Registered Owner(s) of a Qualifying Racehorse which is adjudged the winner of a Qualifying Race by the Relevant Horseracing Authority, such payment to be made by Tattersalls paying the Bonus Payment to the administrative body appointed by the Relevant Horseracing Authority to distribute prize money for the Qualifying Race. Where there is more than one Registered Owner Tattersalls shall request the said administrative body to distribute the Bonus Payment in accordance with the Registered Owners' instruction to the Relevant Horseracing Authority in respect of prize money payments.

- 5.2 Payment by Tattersalls of the Bonus Payment to the administrative body appointed by the Relevant Horseracing Authority to distribute prize money for the Qualifying Race in accordance with sub-condition 5.1 shall be full and complete discharge of Tattersalls' obligation to the Registered Owner(s) to make payment of the Bonus Payment.
- 5.3 Tattersalls will normally make payment of the Bonus Payment within 28 days of the Qualifying Race but the timing of the payment is at Tattersalls' absolute discretion.
- 5.4 No Qualifying Racehorse can win more than one Bonus Payment.
- 5.5 In the event that two Qualifying Racehorses dead heat in a Qualifying Race the Registered Owner(s) of each Qualifying Racehorse shall be entitled to one half of the Bonus Payment to be paid in the same manner as provided for in sub-condition 5.1.
- 5.6 In the event that a Qualifying Racehorse dead heats in a Qualifying Race with a non-Qualifying Racehorse the Registered Owner(s) of the Qualifying Racehorse shall be entitled to the full Bonus Payment to be paid in the same manner as provided for in sub-condition 5.1

6. DURATION OF ADDITIONAL SCHEME

- 6.1 The Additional Scheme will terminate automatically upon the sooner of the date on which (i) Class 4 races resume in England, Scotland and Wales or (ii) Tattersalls has paid out 30 Bonus Payments under the Additional Scheme.

7. ADMINISTRATION OF THE ADDITIONAL SCHEME

- 7.1 The Additional Scheme shall be administered by Tattersalls.

8. DISPUTES

- 8.1 Any dispute arising as to whether a race is a Qualifying Race shall be decided by Tattersalls in such manner as it considers appropriate and Tattersalls' decision shall be final and binding.

9. EXCLUSION OF LIABILITY

- 9.1 Tattersalls shall under no circumstances whatsoever be liable to any person, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of profit, or any indirect or consequential loss arising under or in connection with the administration or operation of the Additional Scheme or from the participation or involvement of any person or horse in the Additional Scheme provided that nothing in this clause shall exclude or limit Tattersalls' liability for (i) death or personal injury caused by Tattersalls' negligence or (ii) fraud or fraudulent misrepresentation.

10. LAW

- 10.1 These Terms and Conditions are to be construed and shall take effect in accordance with English Law and save as provided by condition 8 the English Courts shall, unless Tattersalls elect otherwise, have exclusive jurisdiction to hear and determine any action arising thereunder.