

# VIVA RACING



**UNNAMED 2022 BAY FILLY  
INVADER / MEDIATION (GB)**



## **Product Disclosure Statement**

**This Product Disclosure Statement has been approved by QRIC**

### **Offeror**

**VIVA RACING Pty Ltd (Authorised Representative No 001284826)**

Address: 120 Mountain View Drive Goonellabah, NSW, 2480

Telephone: 0427 398 857; Email: [mitch@vivaracing.com.au](mailto:mitch@vivaracing.com.au)

Being an Authorised Representative of the Promoter

**Stable Connect Ltd (AFS Licence No. 336964)**

Address: Level 10, IBM Building, 60 City Rd, Southbank VIC 3006

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**STABLE  
CONNECT**

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INSURANCE CERTIFICATE

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APPLICATION FORM

SYNDICATE DEED

This Product Disclosure Statement (“PDS”) is dated the 20th day of February 2024

## **PRODUCT DISCLOSURE STATEMENT**

This Product Disclosure Statement has been approved by Racing Queensland (“QRIC”) for publication. No liability as to the contents of this Product Disclosure Statement is accepted by Racing NSW, its officers, employees or agents. In particular (but without limiting the generality of this disclaimer) QUEENSLAND RACING INTEGRITY COMMISSION does not warrant and has no responsibility for the commercial merits or prospects of the scheme referred to in this Product Disclosure Statement, the manner in which the scheme may operate, or the taxation advantages (if any) to which the horse racing scheme may give rise. Potential investors’ financial circumstances may vary, and accordingly, QUEENSLAND RACING INTEGRITY COMMISSION recommends that potential investors obtain independent financial and legal advice in relation to the scheme and how it might apply to their circumstances should they decide to invest in the horse racing scheme.”

### **1. DISCLOSURE AND COMPLIANCE WITH ASIC CORPORATIONS (HORSE SCHEMES) INSTRUMENT 2016/790**

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This PDS has been compiled by the Promoter for presentation to prospective investors in compliance with the disclosure requirements for the public offering of shares in Horse Racing Syndicates to be operated in accordance with the requirements of ASIC Corporations (Horse Scheme) Instrument 2016/790.

Investors should be aware that the Syndicate will be registered with Racing Australia within a reasonable period of it being fully subscribed and that the Syndicate will be operated by the Promoter as Syndicate Manager for the benefit of the Owners in accordance with the requirements of ASIC Corporations (Horse Scheme) Instrument 2016/790 and the provisions of the Syndicate Deed.

### **2. STATEMENT TO PROSPECTIVE INVESTORS AS TO THE COMMERCIAL MERITS OF THE OFFER AND RECOMMENDATION REGARDING THE SEEKING OF ADVICE**

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The commercial merits of investing in Shares offered in this PDS should be regarded as being of a speculative nature. The investment is not recommended for Investors who are unable to risk the initial outlays and ongoing commitments. Prior to entering into this investment, prospective investors should read this PDS in its entirety and are advised to consult their independent licensed financial or investment adviser, legal, taxation and other professional consultants (including bloodstock consultants) in assessing the potential merits of the investment. The only information authorised by the Promoter to be provided to prospective investors is that contained in this PDS and no person is authorised to give any information or to make any representations in connection with the Offer other than the information and representations which are contained in this PDS.

### **3. PROMOTER IS REGISTERED BY ASIC APPROVED LEAD REGULATOR - QRIC**

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Both Stable Connect Limited (AFS Licence No. 336964) and its authorised representative Viva Racing Pty Ltd (Authorised Representative No 001284826) are currently registered with QUEENSLAND RACING INTEGRITY COMMISSION.

### **4. ISSUE**

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The owner of the UNNAMED 2022 BAY FILLY foaled 10<sup>th</sup> August 2022 by INVADER from MEDIATION (GB) (“the FILLY”) and the seller of Shares the subject of this PDS is Viva Racing Pty Ltd of 120 Mountain View Drive, Goonellabah, NSW, 2480 (“the Offeror”).

The FILLY was offered by Riversdale Stud, at the Magic Millions Yearling Sale in January 2024. The FILLY was purchased by Viva Racing Pty Ltd for the purchase price of \$60,500 including GST. This horse has been purchased under credit offered by the auction house and title will pass to the investors upon the offer being fully subscribed. When fully subscribed written notice will be provided to QUEENSLAND RACING INTEGRITY COMMISSION confirming that unencumbered title has passed to the Syndicate prior to registration.

This lovely moving Invader filly who will be trained by Qld's leading trainer Tony Gollan at Eagle Farm.

Filly is out of UK winning mare MEDIATION (GB) who is a half-sister to 10 time winner and Black type performer Saltonstall. Dam has already produced two winners including full brother Nishikado (By Invader) who won his first two races as a two-year-old (one at city level) before being sold overseas.

Viva Racing love the QTIS scheme with fillies racing for over \$85,000 to the winner on Saturdays in Brisbane. This filly will be aimed at the early two- and three-year-old races. She has also been paid up for the lucrative Magic Millions Race Series

The Filly was selected by Bloodstock guru **Neil Jenkinson**.

The ownership of the FILLY is being syndicated into forty (40) equal Shares. There will be no more than 50 owners. All 40 Shares are being offered for sale in this offer. However, if there are 30 or less Shares (75%) remaining on the day immediately prior to the Closing Date, the Seller will retain the remaining Shares then available in order for the Syndicate to be fully subscribed.

The Offeror proposes to offer Shares to prospective investors at the price of \$2,225 per 2.5% share, \$4,450 per 5% share and \$8,900 per 10% share including GST. This includes all associated agistment, breaking in and training costs to 30 April 2024.

### **COST SCHEDULE**

<b>Viva Racing</b>	<b>Pricing Schedule (100%)</b>
<b>INVADER x MEDIATION (GB) FILLY</b>	
Yearling Acquisition Price	\$60,500
Transport Magic Millions to Spelling	\$400
Yearling Insurance to 16 <sup>th</sup> January 2025 (valued at \$60,500)	\$2,500
Magic Millions Race Series	\$6,600
Breaking In	\$4,000
Agistment	\$2343
Sales Inspection and Bloodstock Fees	\$2,200
Vet Fees - Inspection X-Ray Fees, Scope and other	\$1,650
Pre training/Training	\$3,100
PDS Fee	\$138
Stable Connect Legal Fees for PDS	\$2,420
Video and Photography	\$1,100
Viva Racing Syndicator Margin	\$2,049
<b>TOTAL incl GST 10%</b>	<b>\$89,000</b>

The Shareholder shall be liable for all expenses incurred in maintaining and caring for the FILLY from 1<sup>st</sup> May 2024.

In addition, the Offeror will charge a monthly management fee per Owner until the Filly is either retired from racing or sold. The management fee will commence 1 May 2024.

#### **Management fees:**

2.5% share \$7.50 per week (inc GST)

5% share \$10.00 per week (inc GST)

10% share \$12.50 per week (inc GST)

20% and above \$15 per week (inc GST)

Management fees are capped at 20%

### **5. OWNERS' PRIVILEGES**

Each Owner will be provided with the following benefits and privileges:

## 5.1 Registered Owner Rights

Registered racehorse ownership provides a range of race day benefits in which the horse is competing, including:

- (a) Admission and owners/members ticketing
- (b) Mounting yard access to liaise directly with the Trainer, Jockey and syndicator representative to listen to the pre-race riding instructions and post-race debrief
- (c) Access to the on course Owners' Lounge, where available
- (d) Owners' car parking at metropolitan and country meetings
- (e) Complimentary racebook

## 5.2 Race Day Ticketing & Hospitality

- (a) Depending on the number of tickets available to the horse, Viva Racing Pty Ltd will use their very best endeavours to secure additional raceday ticketing for guests of owners.
- (b) A Viva Racing representative will be on hand at all competing races to host the owners' group.
- (c) All owners with a 5% share or more will be named in the racebook in which the horse is competing. Shares below 5% will be named in the racebook if spare permits and will be based on a first come first served basis. Additional shares below 5% will be pooled into a separate syndicate managed by Viva Racing Pty Ltd with full race day privileges

## 5.3 Owner Relations and Communications

Viva Racing's objective is to provide top quality communication and full owner experience. This will include, but not limited to:

Regular communications from the trainer and Viva Racing in relation to all aspects of the horse's welfare and racing career. These communications will take the form of electronic voice messages, written reports, images and video action of the horses' activities.

- (a) Regular functions will be held at the Stables for owners, family and friends including Sunday brunches and Open Nights.
- (b) All owners will have the opportunity to have input into the name of the horse. Syndicator proposes to invite suggestions from each owner followed by a voting process.

## 6. HOW TO INVEST

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All Applications for Shares must be made on the enclosed Application Form.

Shares shall be allotted upon payment. Legal and equitable title to the FILLY shall pass to those applicants whose applications for Shares have been accepted and the offer is fully subscribed.

The Promoter reserves the right to close the offer or extend the Offer closing date (subject to a PDS extension being approved by the Lead Regulator) at any time after the Offer opening date without notice, a consequence of which will be that the allotment date of the Shares will vary with any change in the Offer closing date.

## 7. INVESTORS FUNDS

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All investors' funds are held in a separate bank account ('syndicate' account) on trust.

If the syndicate is not fully subscribed within 6 months of the date of this PDS being approved or if QUEENSLAND RACING INTEGRITY COMMISSION refuses to register the syndicate, all application moneys held in trust, together with interest, will be returned to applicants within 10 business days.

All expenses incurred by the Promoter will be paid in full when the trust account is closed and where some of the services to be provided to the horse have not yet been rendered then funds needed to pay for those services shall be held in a separate account until paid.

## 8. PROMOTER

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The Promoter is Viva Racing Pty Ltd of 120 Mountain View Drive, Goonellabah, NSW, 2480 being the Authorised Representative (No 001284826) of Stable Connect Ltd of Level 10, IBM Building, 60 City Rd, Southbank VIC 3006 (the holder of Australian Financial Services Licence - AFSL 336964)

## 9. SYNDICATOR DIRECTORS AND COMPANY HISTORY

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**Viva Racing Pty Ltd** is a boutique racing and syndication operation offering ownership opportunities in weanling, yearling, tried horses and stallion/broodmare prospectus. We believe in offering a wide variety of opportunities to suit all clients' needs and budgets.

The aim is to provide top quality communication to all owners throughout a horses career and manage the program of a horse to ensure all owners receive the best possible financial return on investment.

On the track is only one element of the racing experience and Viva Racing aims to provide a wide variety of opportunities for owners to enjoy include private functions, tours, farm visits, trackwork and stable BBQ's just to name a few.

Best practice is used in horse selection with dedicated vets and bloodstock agents working alongside Viva Racing's Management team and trainer to choose the best possible racing prospects.

The Director of Viva Racing is:

- **MITCHELL LOWE** has over 20 years' experience in the horse racing industry. He was the marketing director for bloodstock company Gavelhouse for a number of years when Australian owned and operated. More recently he has worked with syndication company First Light Racing as Queensland representative. In addition to the horse racing Industry, Mitch has a strong background in Government with current and previous roles in the areas of marketing, sport, events and business management.

The Directors of Stable Connect Ltd are:

- **ADAM TIMS B Comm.** Adam Tims is an Executive Director of Stable Financial specialist in the provision of accounting, tax and business solutions to the thoroughbred horse industry. He is also Company secretary and Treasurer of Thoroughbred Breeders Australia (TBA) and Aushorse Marketing.
- **TIM JOHNSON B Ec. LLB.** Tim Johnson is Company Secretary and Director of Stable Connect Limited. Tim has been involved in the Thoroughbred industry since a very young boy when he often walked the Moonee Valley track with his grandfather W. S (Bill) Cox. In his teenage years he keenly followed every horse his other grandfather Walter Johnson bred but in particular the champion 'Vain'. As past President of Thoroughbred Breeders Victoria (TBV) and Vice President of Thoroughbred Breeders Australia (TBA) Tim has a direct involvement in the administrative and policy development of all issues relating to the Breeding industry. Tim also operates the law practice known as Stable Legal.

## 10. SYNDICATE MANAGER

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Viva Racing Pty Ltd shall act as Syndicate Manager, as first appointee of the Owners in accordance with the provisions and defined by Clause 3 of the Syndicate Deed.

The FILLY will race in the Viva Racing Pty Ltd's colours Dark Green, Old Gold Horse Symbol, Striped Sleeves And Cap

## **11. RACING MANAGER**

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The Racing Manager as defined by Clause 4 of the Syndicate Deed shall be appointed by the Syndicate Manager. The first appointee of the Syndicate Manager as Racing Manager is *Mitchell Lowe*

*Mitchell Lowe* has agreed to act as Racing Manager of the Syndicate.

## **12. TRAINER**

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The trainer shall be appointed by the Racing Manager. The first appointee of the Racing Manager as trainer is Tony Gollan of Tony Gollan Racing with stables based at Eagle Farm in QLD. *Tony Gollan* has agreed to train the FILLY and a copy of his acceptance to train the FILLY is attached.

## **13. VETERINARY REPORT**

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Dr JORDAN HILL BVSc ("Dr Hill") has provided a veterinary report as to the suitability of the FILLY for purchase as a racehorse.

## **14. INSURANCE**

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The FILLY is insured until 16<sup>th</sup> January 2025 at a sum insured of \$60,500.00 including GST. At the conclusion of the cover the FILLY will not be reinsured. After this date each Owner of a Share must make their own insurance arrangements. Viva Racing can assist any owners with insurance cover for individual shares.

## **15. INTERESTS OF THE OFFERER, PROMOTER, SYNDICATE MANAGER, RACING MANAGER, THEIR DIRECTORS AND EXPERTS.**

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- 15.1 Neither the Offeror, Promoter, Syndicate Manager nor Racing Manager has any interest nor has had in the period of two years before the date of this PDS any interest in relation to the promotion of the Syndicate or in the FILLY other than the interests detailed in this PDS.
- 15.2 No Director or proposed Director of the Offeror, Promoter, Syndicate Manager or Racing Manager has any interest or has had in the period of two years before the date of this PDS any interest in relation to the promotion of the Syndicate or in the FILLY other than emoluments he or she may be entitled to receive from the Offeror, Promoter or Syndicate Manager and interests detailed in this PDS.
- 15.3 Neither the Offeror, Promoter, Syndicate Manager or Racing Manager have any financial interest in the Sire or the Dam of the FILLY being offered nor have they received a free service/nomination to the Sire.
- 15.4 The Offeror, Promoter, Syndicate Manager or Racing Manager do not directly influence experts such as Trainers, Veterinarians or Valuers to provide advice that is biased, nor do these experts have any commercial reason to provide advice which is biased.
- 15.5 Dr Hill has no interest in relation to the promotion of the Syndicate or in the FILLY except that he will receive a professional fee in connection with the provision of the Veterinary Report.
- 15.6 There is nothing in the Syndicate Deed to prevent either themselves or any members, officers, directors of the Offeror, Promoter, Syndicate Manager, Racing Manager or any corporation related to any of them or their officers from purchasing, holding, dealing in or disposing of Shares in the Syndicate, or from otherwise contracting or acting as agent or entering into or being interested in any contract or transaction whatsoever with any other of them or with any Shareholders, provided that those persons shall act, in connection with such transactions, in a fiduciary relationship of utmost good faith to Shareholders. Important to note that no investor can dispose of their share unless they engage the services of someone licensed to do so.
- 15.7 In the instance where the Offeror, Promoter, Syndicate Manager, Racing Manager and/or Trainer retain a share in the horse, the share is a commercial investment and the appropriate fees are

apportioned to the Offeror, Promoter, Syndicate Manager, Racing Manager and/or Trainer as they are to all shareholders.

## **16. SUMMARY OF RIGHTS AND LIABILITIES ATTACHING TO SHARES IN THE SYNDICATE AND OTHER RELEVANT INFORMATION.**

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The full rights and liabilities attaching to Shares in the Syndicate are set out in the Syndicate Deed annexed to this PDS. Each prospective purchaser of a Share ("the Purchaser") should refer to that document for full information as he or she will be bound by its terms. Some essential points are as follows:-

16.1 Neither the Offeror nor any person or corporation named in the Syndicate Deed nor any one on their behalf makes any representation or warranty with regard to either:

- (a) The suitability of the FILLY either for racing or, if relevant, subsequently for stud duties; or
- (b) The reliability or adequacy of any insurance cover either arranged for the benefit of the Owners or referred to in either this PDS or the Syndicate Deed.

Each Purchaser of a Share must acknowledge entering into the Syndicate at his or her own risk and being aware that investment in the racing of thoroughbred horses is highly speculative.

16.2

- (a) The Owner of each Share shall be entitled to a pro-rata share of net prize money and bonuses earned by the FILLY from racing, as provided in the Syndicate Deed.
- (b) All trophies won by the FILLY will be managed at the Discretion of the Racing Manager.
- (c) The entitlements of the Owner are subject to the default provisions of the Syndicate Deed.

16.3

- (a) The Owner of each share shall be liable for a pro-rata share of costs associated with operating the Syndicate and racing the FILLY, including, but not limited to, insurance, transport, veterinary, agistment, breaking-in, pre-training and racing expenses, as provided for in the Syndicate Deed.
- (b) Investors should be aware that it is estimated the annual cost of operating the Syndicate (including training, racing, management and compliance) should not exceed an average of Four Hundred and Fifty dollars (\$450) per month, per 10% share however, this is an estimate only, as the actual cost will depend on many variable factors which are not possible either to forecast or foresee at this time.
- (c) Syndicator will invoice each Owner monthly for his or her pro rata share of all costs associated with agistment and pre training the FILLY. Each Owner will be required to pay his or her pro rata share of such costs directly to Syndicator in accordance with the terms on the invoice. The monthly amount payable by each owner to Syndicator will vary from month to month.
- (d) The ongoing management fee payable to the Syndicate Manager will be included in the monthly training bills from Viva Racing Pty Ltd. the syndicator.
- (e) Expenses in future years may increase on those stated in this PDS.

16.4

- (a) In the event of either the sale of the FILLY or any ownership interest in the FILLY, or the sale of Shares by any of the Owners, a Commission of ten percent (10%) is to be paid to the Syndicate Manager
- (b) In the event the Syndicate Manager receives an offer from a party who is not an Owner to purchase part or all of the FILLY then pursuant to the Syndicate Deed if a majority being 51%



of Owners accept the offer then the minority 49% are compelled to sell pursuant to the offer made.

- 16.5 An applicant may elect to have the horse tested for a prohibited substance under the Australian Rules of Racing, with the cost of testing to be borne by all the Owners (whether or not they have elected to have the horse tested).
- 16.6 A procedure for handling internal complaints is provided by the provisions of clause 9 of the Syndicate Deed, which includes the right of an Owner, in certain circumstances, to have the dispute referred to the Australian Financial Complaints Authority ("AFCA") or any other such authority that may take its place, for determination by conciliation or arbitration.

Investors should be aware that the Offeror, Promoter, Racing Manager and or Syndicate Manager may acquire Shares in the Syndicate and that they may acquire any number of shares.

## **17. REGISTRATION OF THE SYNDICATE**

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Within 45 days after applications for the minimum number of interests in the syndicate are received or the minimum amount for the syndicate has been raised the Syndicator will register the syndicate with QRIC.

## **18. MARKETABILITY OF SHARES**

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An Owner will not be able to offer for purchase, or issue invitations to buy Shares, unless the prospective purchaser is provided with an Information Memorandum prepared by the Syndicate Manager in accordance with the provisions of the Syndicate Deed.

In addition, there are restrictions contained in the Syndicate Deed on the transfer of Shares. There will be no ready market for the shares. Each owner should consider the subscription as a long term investment.

## **19. WARNING**

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Investment in bloodstock must be considered to be of a speculative nature.

## **20. RISK**

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Fluctuations in the value and sale price of Shares should be anticipated. Factors which will influence both the value and sale price of Shares, without limitation, include:-

- 20.1 Racecourse performances of the FILLY and related bloodstock.
- 20.2 The FILLY may die or value be diminished as a consequence of accident, contraction of disease or natural cause.
- 20.3 The level of demand for related bloodstock and bloodstock of equivalent calibre both at public auction and by private treaty.
- 20.4 The level of supply of related bloodstock and bloodstock of equivalent calibre both at public auction and by private treaty.
- 20.5 Any change in the current conditions affecting investment in the bloodstock industry, including level of prize money and taxation benefits available to bloodstock breeders.
- 20.6 Changing conditions within the Australian economy generally.
- 20.7 The price which buyers at public auction or by private treaty are willing to pay either for the FILLY or Shares in the FILLY if offered for sale may not reflect either the purchase price paid by the Offeror for the FILLY, or the sale price of the Shares offered by this PDS.

Further considerations include:-

- 20.8 The FILLY may not become a racehorse.

20.9 That not all racehorses earn prizemoney.

20.10 Insurance when secured may not cover all circumstances.

## 21. COOLING OFF PERIOD

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Each applicant for a share in this FILLY has the right to advise in writing their wish not to proceed during a 14 day period starting on the earlier of:

- a) acceptance of the application by the Promoter to the Applicant in writing; or
- b) the end of the 5<sup>th</sup> day after payment for the share is made to the Promoter

Upon receipt of that notification the Promoter shall return any funds paid within 7 business days and remove the Applicant as a shareholder or cancel the application.

## 22. DECLARATION

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I *Mitchell Lowe*, a director and duly authorised officer of Viva Racing Pty Ltd being an Authorized Representative of Stable Connect Limited (AFSL 336 964) declare that:

- (a) The statements contained in this Product Disclosure Statement are true and correct; and not misleading in their form or content; and
- (b) This Product Disclosure Statement contains all information which prospective investors and their advisers would require and reasonably expect to find in a Product Disclosure Statement for the syndication of a FILLY for the purpose of making an informed assessment about investment in the syndicate.

*Mitchell Lowe*

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*Mitchell Lowe*

Director and duly authorised officer


**Viva Racing Pty Ltd (A.C.N 635 010 141)**

**being Authorised Representative (No. 001284826) of Stable Connect Limited (AFSL 336 964)**

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**Lot 1257** (100% GST)**BAY FILLY****Stable W 10**

Foaled 10th August 2022

Branded :  nr sh; 3 over 2 off sh

Sire	Snitzel	Redoute's Choice .....	Danehill
<b>INVADER</b>		Snippets' Lass .....	Snippets
2014	Flame of Sydney	Encosta de Lago .....	Fairy King
		Flame of Atlanta .....	Clay Hero
Dam	Azamour	Night Shift .....	Northern Dancer
<b>MEDIATION (GB)</b>		Asmara .....	Lear Fan
2012	Macleya	Winged Love .....	In the Wings
		Minaccia .....	Platini

**INVADER (AUS) (Chestnut 2014-Stud 2018). 2 wins at 2, ATC Sires' Produce S., Gr.1. Sire of 91 mrs, 44 wns, inc. SW Sunshine in Paris (ATC Surround S., Gr.1) and of Celtic Vader, Storm the Fortress, Vegas Raider, Coincide, Kitri, Robrick, In Love and War, Lady Masquerade, Movader, Nishikado, Spaceship, Victory Lane, Beauty Crusade, Royal Invader, Vain Invader, Stenson Wallman, Battledance, Bella Babe, Invahir, Invasive, etc.**

**1st dam**

**MEDIATION**, by Azamour. **Winner** at 1½m, 3d Ascot Great Ascot Cake Competition S., Doncaster Chesterfield Estates Breeding Winners Fillies' H. Half-sister to **SALTONSTALL**. This is her fifth foal. Her fourth foal is an unraced 3YO. Dam of three foals to race, **two winners**, inc:-

Nishikado (g by Invader). **2 wins** at 2 at 1050m, 1100m, SAJC Adelaide Galvanising Industries 2YO H., Gawler & Barossa JC Kingsford Hotel H. Mediaro (g by Lonhro). **2 wins** at 1300m, 1400m to 2022-23.

**2nd dam**

**MACLEYA**, by Winged Love. **7 wins** 2000m to 3000m, €289,330 in France and Germany, Deauville Prix de Pomone, **Gr.2**, Chantilly Prix Allez France, **Gr.3**, Prix Scaramouche, **L**, 2d Longchamp Prix Royal Oak, **Gr.1**, Saint-Cloud Prix Corrida, **Gr.2**, 3d Longchamp Prix Maurice de Nieuil, **Gr.2**, Chantilly Prix des Tourelles, **L**, 4th Saint-Cloud Prix Right Royal, **L**. Half-sister to **MONTCLAIR, Mahnaz** (dam of **MER ET NUAGES**), **Macassar, Miramare** (dam of **MARE AUSTRALIS**), Mahati (dam of **MANISHA**), Mahendra (dam of **TRIBHUVAN**). Dam of 9 foals, 5 to race, **3 winners**, inc:-

**SALTONSTALL** (Pivotal). **10 wins-1** at 2 and 3 in succession-7f to 9f, €348,040, to 2023, Naas Glencairn S., **L**, Curragh Habitat H., Athgarvan H., Galway Colm Quinn BMW Mile-twice, 2d Leopardstown Heritage S., **L**, Curragh Irish Lincolnshire, 4th Leopardstown Heritage S., **L**-twice. Testimony. Unraced. Dam of-

**Tomiko** (Footstepsinthesand). Placed at 2 in 2023, 2d Roma Premio Repubblica Marinare, **L.**, 3d Milano Premio Dormello, **Gr.2**.

**3rd dam**

**MINACCIA**, by Platini. **4 wins-1** at 2-1200m to 1600m in Germany, Hannover Meile der Nord, **L**, Krefeld Preis des Gestut Wiesenhof, **L**, 2d Hoppegarten Grosser Stutenpreis der Dreijahrigen, **L**. Three-quarter-sister to **MOONLADY** (dam of **EISHIN FLASH**), half-sister to **MALINDA, MENDOSINO**. Dam of 12 foals, 9 to race, **all winners**, inc:-

**MACLEYA** (Winged Love). **7 wins**. See above.

**MONTCLAIR** (Montjeu). **8 wins** 1700m to 3100m, Longchamp Prix de Barbeville, **Gr.3**, 2d Longchamp Prix Chaudenay, **Gr.2**.

**Miramare** (Rainbow Quest). **Winner** at 2200m in Germany, 2d Kempton Dragonfly S., **L**, 3d Haydock Pinnacle S., **L**. Dam of 3 winners-

**MARE AUSTRALIS** (Australia). Joint Champion Older Male in France in 2021 (Int.). **4 wins-1** at 2-1600m to 2400m, ParisLongchamp Prix Ganay, **Gr.1**, Grand Prix de Chantilly, **Gr.2**, Chantilly Prix de l'Avre, **L**.

Mahendra. Unraced. Dam of 6 winners-

**TRIBHUVAN** (Toronado). **6 wins** 1600m to 2200m, €943,552, Belmont Manhattan S., **Gr.1**, Monmouth United Nations S., **Gr.1**.



# MAGIC MILLIONS SALES PTY LIMITED

GOLD COAST | HEAD OFFICE

PO Box 5246, GCMC, QLD 9726 AUSTRALIA (28 Ascot Ct, Bundall QLD 4217)

ABN 54-078-396-317

**P** +61 7 5504 1200 **F** +61 7 5531 6888 **E** info@magicmillions.com.au

[www.magicmillions.com.au](http://www.magicmillions.com.au)

Mr Mitch Lowe  
Viva Racing  
120 Mountain View Drive  
GOONELLABAH NSW 2480

## TAX INVOICE

Date: 17-Jan-2024

Account: LOWEM2

Invoice number: 320321

Terms: 60 Days

### 2024 GOLD COAST YEARLING SALE

TUESDAY, 16 JANUARY 2024

Lot	Description	Sire/Dam	Sale Price	GST	Total
1257	B. Filly	Invader (AUS)/Mediation (GB)			
	Purchase of Lot 1257 at 2024 Gold Coast Yearling Sale		55,000.00	5,500.00	60,500.00
	Scoping for Lot 1257 at 2024 Gold Coast Yearling Sale		200.00	20.00	220.00
	Nomination to Full Race Series for lot 1257 at 2024 Gold Coast Yearling Sale		6,000.00	600.00	6,600.00
SUBTOTAL			\$61,200.00	\$6,120.00	\$67,320.00
TOTAL AMOUNT DUE					\$67,320.00



## PAYMENT OPTIONS

By EFT directly into our ANZ account:  
Magic Millions Sales Pty Ltd  
BSB: 014704  
Account: 353807627  
Swift Code: ANZ BAU 3M  
Please quote **LOWEM2** and **320321**  
Please email remittance to  
accounts@magicmillions.com.au

**Pay Online & Earn Points\***  
· Earn Credit Card & Qantas Points · Boost Cash Flow

[pay.b2bpay.com.au/magicm](http://pay.b2bpay.com.au/magicm)

\* Subject to B2Bpay and Qantas Business Rewards terms – visit b2bpay.com.au



Account	LOWEM2
Reference	320321
Amount Due	\$67,320.00



**Silks Insurance Pty Ltd**  
 ABN 15 639 058 718 | AR No. 1286783

PO Box 889 Randwick, NSW, 2031 | silksinsurance.com | p 02 8279 8558  
 Authorised Representative of Oracle Group (Australia) Pty Ltd AFSL 363610 ABN 75 131 025 600

**Protection For Your Passion**



As per your request, we have arranged the following insurance cover. To ensure your protection, payment should be made within 14 days of the inception date.

Mitchell Lowe  
 Viva Racing Pty Ltd  
 120 Mount View Drive  
 GOONELLABAH NSW 2480

**TAX INVOICE**

This document will be a tax invoice for GST when you make payment

**Invoice Date:** 18/01/2024  
**Invoice No:** 413762  
**Our Reference:** LOWEMITCH

Should you have any queries in relation to this account, please contact your Account Manager  
**Stu Doughty**

**Class of Policy:** Bloodstock  
**Insurer:** DUAL Galileo On Behalf Swiss Re International SE  
 30 St Mary Axe, London UK EC3A 8EP  
 ABN:  
**The Insured:** Mitchell Lowe - Viva Racing

**NEW POLICY**  
**Policy No:** SRI001009-2024S  
**Period of Cover:**  
 From **16/01/2024**  
 to **16/01/2025** at 4:00 pm

**Details:** See attached schedule for a description of the risk(s) insured

**NB - 2022 Filly Invader x Mediation**  
**\$60,500 (100% Interest)**

**Your Duty of Disclosure**  
**Please read attached**  
 "Important Information for Clients"

Clients who are not fully satisfied with our services please contact our Complaints Officer on (03) 8373 5473.

**Your Premium:**

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Broker Fee
\$2,704.25	\$0.00	\$0.00	\$15.00	\$0.00	\$150.00

**TOTAL \$2,869.25**

(A processing fee applies for Credit Card payments)

If an issue is not resolved, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA:

Website: [www.afca.org.au](http://www.afca.org.au)  
 Email: [info@afca.org.au](mailto:info@afca.org.au)  
 Phone: 1800 931 678.



Please turn over for further payment methods and instructions



**Billers Code:** 20362  
**Ref:** 40403881915300420



Pay by credit card (Visa, Mastercard, Amex or Diners) at [www.deft.com.au](http://www.deft.com.au) or Call 1300 78 11 45. A surcharge may apply.  
**DEFT Reference Number: 40403881915300420**



\*498 404038 81915300420



For payments by cheque see reverse.

**Oracle Group (Australia) Pty Ltd**  
**Our Reference:** LOWEMITCH  
**Invoice No:** 413762



**CLICK HERE TO PAY ONLINE**

**10 Monthly Instalments of \$314.50**  
 Admin Fee (included) \$60.00

**URL:** [base.attvest.com.au/online](http://base.attvest.com.au/online)  
**Reference:** WZCTG8ZUQU

**10 MONTHLY PAYMENTS**

Initial payment \$374.50

Remaining payments \$314.50

or **AMOUNT DUE**

**\$2,869.25**

## Schedule of Insurance

**Class of Policy:** Bloodstock  
**The Insured:** Mitchell Lowe - Viva Racing

**Policy No:** SRI001009-2024S  
**Invoice No:** 413762  
**Our Ref:** LOWEMITCH

## Bloodstock Insurance Coverage Summary and Schedule of Insurance

**Insured Name:** Mitchell Lowe - Viva Racing  
and Others For Their Respective Rights and Interests

**Type Of Cover:** All Risks of Mortality being death as a result of an accident, sickness or disease including euthanasia as a hopeless prognosis. Full details as per policy wording supplied.

### Schedule of Insured Horses

Name	DOB	Sex	Use	Sire	Dam	Sum Insured	Interest
Unnamed	2022	Filly	Rearing	Invader	Mediation	\$60,500	100%

**Total Limit of Underwriters Liability:** \$60,500

### Clauses attaching to this policy:

Equine All Risks Of Mortality Form L.E. (Australia) LMA 3069  
Agreed Value Clause  
Surgical Operations Clause LMA5107  
Terrorism Exclusion Endorsement NMA2920  
Part Ownership Clause  
Wobbler Clause NMA2878  
Avian Influenza Exclusion Clause LMA5049  
Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause CL370 (10/11/03)  
Institute Cyber Attack Extension Clause CL380(10/11/03)  
Sanction Limitation and Exclusion Clause LMA 3100  
Hendra Virus Endorsement LMA5214  
Coronavirus Endorsement LMA 5391

### Extensions Available (as either charged for or as agreed by Underwriters)

**INCLUDED** Guaranteed Renewal Clause  
**INCLUDED** Life Saving Surgery Extension up to \$10,000

In the event of a claim under the Life Saving Surgery Extension, the limit of cover stated in the schedule above is based on 100% interest and adjusted for your share. This extension is also subject to a \$500 policy excess (per 100% interest and therefore also adjusted for your share interest).

Please note premium for the Life Saving Surgery Extension is earned in full by Underwriters. If your policy is cancelled, there is no return of premium for this policy extension.

**Geographical Limits:** Whilst anywhere in Australia / New Zealand including transit within & between said countries.

### IMPORTANT INFORMATION REGARDING HEALTH OF YOUR HORSE:

**Class of Policy:** Bloodstock  
**The Insured:** Mitchell Lowe - Viva Racing

**Policy No:** SRI001009-2024S  
**Invoice No:** 413762  
**Our Ref:** LOWEMITCH

We draw your attention to Condition 1 of the policy wording. It is a condition of any bloodstock insurance policy that at the commencement of this insurance, that your horse is, with the exception only of those conditions known to you which have been completely and accurately disclosed to and accepted in writing by Underwriters, **in sound health and free from any illness, disease, lameness, injury or physical disability** whatsoever of which you are aware or a reasonable person in the circumstances could be expected to be aware of. Please refer below for health documentation required:

### **Health Documentation required:**

A Declaration Of Health is accepted by Underwriters for horses insured up to \$100,000.

A current Veterinary Certificate of health is accepted by Underwriters for horses insured over \$100,000.

If your horse is renewing with no increase in sum insured and where aged under 14 years of age, there is no requirement for any health documentation where Guaranteed Renewal is included and a previous health document has been received and agreed by Underwriters (where applicable).

For Fall Of Hammer purchases and where Guaranteed Renewal is required, the Underwriters require a current veterinary certificate of health at inception for values over \$200,000. This does not apply to yearlings, weanlings, broodmares and tried horses purchased at public / online public auctions as follows:

William Inglis – Australia	Goffs – Republic of Ireland and UK
Magic Millions – Australia	Keeneland – USA
Karaka – New Zealand	Fasig Tipton – USA
Tattersalls – UK and Ireland	Arqana - France

**Newborn Foals** – In addition to the standard foal veterinary certificate, an IgG blood result with a level of >800 mg/dl is required where insured from 24 hours of age to 29 days of age. Any foal insured for \$150,000 and over is required to have a full haemogram blood count provided for acceptance by Underwriters.

### **FPIL (Full Premium Payable if Loss – Where a horse is insured for less than 365 days)**

Should your horse be the subject of a claim and was insured for a period of less than 365 days (example, pro rata addition to policy), the balance of the full annual premium will become immediately payable in order to process your claim. A Tax Invoice will be provided for the additional premium payable (where applicable).

### **IMPORTANT: Notification of Claims and Incidents**

In the event of death, injury or illness to your horse/s, it is a policy requirement that immediate notification is advised to the office of Silks Insurance, available 24 hours a day :

Stuart Doughty  
E: [stuart@silksinsurance.com](mailto:stuart@silksinsurance.com)  
M: 0409 075 604

Linda Buckley  
E: [linda@silksinsurance.com](mailto:linda@silksinsurance.com)  
M: 0411 307 435

The Insurance Contract for this policy is arranged with an unauthorised foreign insurer that is not authorised under the Insurance Act 1973 to conduct insurance business in Australia. For full details, please refer to the Important Notice forwarded to you at inception of this policy. In paying this premium, you agree to being bound by the terms and conditions of this insurance including acknowledgement of any Unauthorised Foreign Insurer Notice if applicable.

## Schedule of Insurance

**Class of Policy:** Bloodstock  
**The Insured:** Mitchell Lowe - Viva Racing

**Policy No:** SRI001009-2024S  
**Invoice No:** 413762  
**Our Ref:** LOWEMITCH

### Rating

This insurance is rated based upon your horse(s) sum insured requested, your share interest, age, location, health, policy period taken and your claims history. Underwriters also provide stable discounts conditional upon the number of horses / total sum insured bound. Short term policies (periods of less than 365 days) are based on a pro rata calculation or as per the short rate scale noted in the policy wording (at the discretion of Underwriters).

### Complaint And/or Dispute Resolution

Clients who are not fully satisfied with our services, please contact our National Compliance Manager on (03) 8373 5473. If an issue is not resolved, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA:

Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone 1800 931 678

### **Underwritten By:**

DUAL Corporate Risks Limited trading as DUAL Galileo  
On behalf of Swiss Re International SE, UK Branch  
30 St Mary Axe  
LONDON EC3A 8EP  
100%.

UMR: B1161S24Z5921



**Class of Policy:** Bloodstock  
**The Insured:** Mitchell Lowe - Viva Racing

**Policy No:** SRI001009-2024S  
**Invoice No:** 413762  
**Our Ref:** LOWEMITCH

**Retail Clients**

Under the Corporations Act 2001 and associated Regulations, Retail Clients are provided with additional levels of protection from other insurance purchasers. The Act defines Retail Clients as Individuals or a small manufacturing business employing less than 100 people or any other business employing less than 20 people.

**What advice is being provided (Retail Clients Only)**

If you are a **Retail Client** (refer above) purchasing a Motor Vehicle (under 2 tonne), home building, contents, personal and domestic, Sickness and Accident or travel policy and a Statement of Advice has not been provided to you with this invoice, then the advice that we are giving you related to this transaction is General Advice. General Advice is advice that has been prepared without considering your current objectives, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objectives, financial situation or needs. If the advice provided relates to the acquisition or possible acquisition of a new insurance policy we will have attached the insurer's Product Disclosure Statement (PDS) for your review. You should consider the PDS prior to making the decision to purchase this product.

Further information regarding the income we have earned from the insurer for this transaction is available upon request.



# EQUINE VETERINARY SERVICES

Dr Zak O'Brien B.V.Sc.

Dr John Barnwell M. V. B.

Dr Jane Howes B.V.Sc.

Dr Casey Vorbach B.V.Sc. (Hons)

Dr Jordana Hill B.V.Sc.

Dr Sarah Browne B.V.Sc.

31 Luck Road, Hodgson Vale, Queensland, 4352 | 0746 309 983 | ABN 53 660 889 636

## PDS SYNDICATION


**Name / Breeding:** 2022 ex Invader/Mediation

**Date:** 1.2.24

**Description:** Bay filly

**Microchip:** 985100012219951

**Brand:**

NSS: 

**Sex:** FILLY

OSS: **3 / 2**

On the 1<sup>st</sup> of February, 2024 the above horse was examined for the purpose of a PDS syndication for Viva Racing at Ivanhoe Spelling & Agistment, Westbrook.

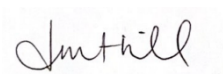
Clinical examination findings, the horse was suitable for syndication following a clinical examination based on mortality insurance guidelines. Endoscopic examination of the larynx, radiography or ultrasonography was not requested.

This certificate has been prepared for the inclusion in the disclosure statement for the thoroughbred in question. While the information provided in this certificate is as accurate as possible within the bounds of examination described, it does not constitute a prepurchase examination.

I certify I have no current, nor contemplate, future interest in the above-described horse.

If you have any further questions, please contact me on (07) 46 309 983.

Signed:



Dr Jordana Hill BVSc

Office/Accounts: 07 4630 9983

Fax: 07 4630 9984

[www.equineveterinaryservices.com.au](http://www.equineveterinaryservices.com.au)

Email: [admin@equineveterinaryservices.com.au](mailto:admin@equineveterinaryservices.com.au)



23<sup>rd</sup> of January 2024

To Whom It May Concern:

**RE: Invader x Mediation 22 Filly**

Mitch Lowe from Viva Racing has requested that I train the Invader x Mediation 22 filly.

I am pleased to be doing so and can confirm that I have no financial association or beneficial interest in this horse.

Our daily training rate at our Eagle Farm stables is \$137.50 inclusive of GST.

Our preferred spelling provider is River Junction Stud, and their daily rate is \$44.00 per day inclusive of GST.

I will be training in accordance with the Australian Trainers Associations terms and conditions.

I permit Viva Racing to use this letter in their PDS.

Should you have any queries please do not hesitate to contact me on 0409 886 949.

Kind regards,

Tony Gollan