Product Disclosure Statement (PDS)

<Photo>

Unnamed/Named <Year> <Colour> <Sex> by <Sire> x <Dam>

Disclaimer: A copy of this Product Disclosure Statement (PDS) has been approved by <PRA> for publication. No liability as to the contents of this Product Disclosure Statement is accepted by <PRA>, its officers, employees or agents. In particular (but without limiting the generality of this disclaimer) <PRA> does not warrant, and has no responsibility for the commercial merits or prospects of the Horse Racing Scheme referred to in this Product Disclosure Statement, the manner in which the Horse Racing 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, <PRA> recommends that potential investors obtain independent financial and legal advice in relation to the Horse Racing Scheme and how it might apply to their circumstances should they decide to invest in the Horse Racing Scheme.

IMPORTANT INFORMATION

This PDS is dated <date of Lead Regulator Approval>. This PDS is valid for six months from the date of <PRA> approval. It should be read in its entirety before submitting any application form and entering any Syndicate Agreement. Before deciding to acquire a share(s) in this offer you should consider the suitability of this Product to you. Application can only be accepted if the completed current application form which accompanies the PDS is signed. If you are in any doubt as to the course you should follow you should consult the Promoter or your Bloodstock Advisor and seek your own legal advice and financial advice to enable you to make an informed decision as to whether to subscribe to this Product.

1. Promoter

<Details – include AFSL no.>

# 2. Manager

<Details>

<Statement as to how the Manager will be selected and that the Manager will manage the syndicate in accordance with the syndicate agreement and any rules, regulations or guidelines made by the Lead Regulator in relation to the Manager or management>

3. Purpose

<Horse scheme purpose>

# 4. Horse Description

<Description of the horse i.e. sire and dam, year and sex, where and how it was purchased and for how much>

5. Horse Pedigree <Sire history>

<Dam history>

# 6. Scheme (total participants not to exceed 50, total scheme value not to exceed $500,000)

<Price per share, how many shares % of the horse available for public promotion and any other documentation which needs to be signed under the scheme i.e. Syndicate Agreement>

<Statement as to subscription amount being paid back to Investors if scheme is not fully subscribed after six months>.

<Statement that the Scheme can be extended for a further 3 months>

7. Title

<Details as to Title of the horse and when title will be passed on>

# 8. Naming and Registration

<Process for naming and registering the horse including that it will be registered within 45 days of sale of the final share or in lieu the minimum number of interests have been sold>

# 9. Trainer

<Name of Trainer, stables and history, making a reference that the letter is attached>

# 10. Fees

<Outline of fees charged and ongoing expenses which will be incurred by members>

1. Prize Money

<How will prize money be distributed to owners>

1. Valuation

<Include Independent valuation if required>

# 13. Veterinary Opinion

<Attach to PDS a Veterinary Certificate dated within 30 days prior to application to register this PDS>

<Outline Vet details and that they have no interest in the horse.>

# 14. Insurance

<Outline the mortality insurance details for the horse including coverage and the period covered>

# 15. Formation Expenses

|  |  |  |
| --- | --- | --- |
| Formation Expenses | Total | <#>% per share |
|  |  |  |
| Total excl. GST | $ | $ |
| Total GST | $ | $ |
| Total incl. GST | $ | $ |

Note: GST is to be included only where an expense includes GST. All GST exempt expenses should be shown as such.

<Statement in relation to the application moneys (share purchase and costs) being held in a separate bank account (that is applicable for the sole purposes of this product) by the Promoter until the Racing Authority has registered or refused to register the syndicate. The promoter will discharge any expenses incurred on the horse/s for which monies have been collected from the subscribers before registration of the scheme, or if the service is not yet rendered, monies will be held on account until rendered and then discharged

# 16. Conflicts

<Details of any actual or perceived conflict of interest of the Promoter or manager in relation to the Horse Racing Scheme>

<Statement in relation to whether the Promoter was entitled to a free service to its sire and a disclaimer regarding any financial interest in the Sire or the Broodmare>

<Any declarations which the Promoter has received, either directly or indirectly, any benefit, payment, rebate, commission or reimbursement from any person in relation to or in connection with the acquisition or purchase of the horse and/or its syndication to Investors>

17. Risks

<Outline any risks of subscribing to a Horse Racing Scheme>

# 18. Prohibited Substances

<Notice that a participant may elect to have a horse tested for a prohibited substance under the AR of Racing with the cost of testing to be borne by all participants (whether or not they elected to have the horse tested)>

19. Cooling Off Period

<Statement about cooling off period>

# 20. <Lead Regulator>

<Lead Regulator details, statement that Promoter is currently registered by the relevant Lead Regulator>.

# 21. Promoter’s Declaration

I <Promoter Name>, <Position> of <Promoter Entity> declare that I have prepared this Product Disclosure Statement (PDS) in accordance with ASIC’s Instrument 2016/790 and the Rules of Racing and:

1. the contents of this PDS and its attachments are true and correct and that there are no misleading or deceptive statements or omissions;
2. this PDS contains all information which potential investors and their advisers would require and reasonably expect to find in the PDS for the purpose of making an informed assessment of the financial merits and prospects of an investment;
3. a vendor release statement will be provided to <Lead Regulator>, and any personal properties security interest registered against the title of the Horse will be released, before or on registration of the Syndicate Scheme; and
4. successful applicants to this Offer will have a legally enforceable right to possession of the Horse and have unencumbered title to the Horse, before or on registration of the Syndicate Scheme.

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<Name>

<Position>, <Promoter Entity Name>