

## TATTERSALLS IRELAND LIMITED – INTERNET BIDDING TERMS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE OR THE LIVE INTERNET BIDDING FACILITY

### 1. Interpretation and Definitions

1.1. The following definitions apply in these Internet Bidding Terms:

<b>Auction</b>	any auction operated by Tattersalls, for which online bids are permitted to be made through the Live Internet Bidding Facility.
<b>Auctioneer</b>	in respect of any Lot, the auctioneer conducting the Auction in respect of that Lot.
<b>Bidder</b>	means an Internet Bidding User who makes a bid on a Lot using the Live Internet Bidding Facility.
<b>Conditions of Sale</b>	the Tattersalls conditions of sale relating to the applicable Auction venue, as amended from time to time, copies of which can be found at the following link: <ul style="list-style-type: none"><li>• <a href="https://secure.tattersalls.ie/4DCGI/Sale/Documentation/WSD00072.pdf">https://secure.tattersalls.ie/4DCGI/Sale/Documentation/WSD00072.pdf</a></li></ul>
<b>Consumer</b>	means a person who is acting for purposes unrelated to the person's trade, business or profession.
<b>English Internet Bidding Terms</b>	means the terms and conditions used where the Tattersalls Auction venue is located in England which can be found at the following link: <ul style="list-style-type: none"><li>• <a href="https://www.tattersalls.com/uploads/general/onlinebiddingterms.pdf">https://www.tattersalls.com/uploads/general/onlinebiddingterms.pdf</a></li></ul>
<b>Internet Bidding Terms</b>	these terms and conditions, as amended from time to time.
<b>Internet Bidding User</b>	means a registered user of the Live Internet Bidding Facility.
<b>Live Internet Bidding Facility</b>	means the Live Internet Bidding Facility offered by Tattersalls to Users who wish to make bids on Lots sold at Tattersalls Bloodstock Sales in respect of live ( <i>i.e.</i> non-online) auctions of Lots.
<b>Lot</b>	any lot offered for sale at an Auction.
<b>Purchase Confirmation</b>	the purchase confirmation required to be signed by or on behalf of a successful Bidder pursuant to the Conditions of Sale.
<b>Registration Form</b>	the User registration form required for the registration of an Internet Bidding User as set out in clause 3.2 below.
<b>Tattersalls</b>	Tattersalls Ireland Limited a company incorporated in Ireland Company number 49072, whose registered office is Fairyhouse, Ratoath, Co. Meath.

**Website** means <https://www.tattersalls.ie>.

**Xcira** Xcira, LLC, a Delaware limited liability company.

## **2. The Live Internet Bidding Facility**

- 2.1. Tattersalls offers, on the terms and conditions of these Internet Bidding Terms, a Live Internet Bidding Facility to Internet Bidding Users who wish to make bids on Lots sold at Tattersalls Bloodstock Sales in respect of live (*i.e.* non-online) auctions of Lots.
- 2.2. These Internet Bidding Terms shall apply to all bids made by an Internet Bidding User using the Live Internet Bidding Facility in respect of any Lot sold at Tattersalls Ireland Bloodstock Sales from July Sale 2020 onwards.
- 2.3. In addition to these Internet Bidding Terms, the Conditions of Sale, as varied by these Internet Bidding Terms, shall apply to any bid made by an Internet Bidding User through the Live Internet Bidding Facility.
- 2.4. In respect of any use of the Live Internet Bidding Facility, to the extent there is any inconsistency between these Internet Bidding Terms and the Conditions of Sale, these Internet Bidding Terms shall prevail.
- 2.5. The Live Internet Bidding Facility is for use by Internet Bidding Users acting in a business capacity only. If you are a Consumer then you are not permitted to use the Live Internet Bidding Facility.
- 2.6. By using the Live Internet Bidding Facility, you confirm that you accept these Internet Bidding Terms and the Conditions of Sale and you agree to comply with each of them.
- 2.7. If you do not agree to these Internet Bidding Terms, you must not use the Live Internet Bidding Facility.
- 2.8. Tattersalls recommends that you print a copy of these terms for future reference.

## **3. Registration**

- 3.1. If you wish to bid on any Auction of a Lot through the Live Internet Bidding Facility, you must register as an Internet Bidding User.
- 3.2. To register as an Internet Bidding User, you must complete a Registration Form, which is hosted by Xcira and is located at the following link <https://tattersallsireland.equibid.com/register>
- 3.3. These Internet Bidding Terms apply to any Auction where the Tattersalls Auction venue is located in Ireland. Where a Tattersalls Auction venue is located in England, a separate set of Internet Bidding Terms shall apply, which can be found here <https://www.tattersalls.com/uploads/general/onlinebiddingterms.pdf> (the **English Internet Bidding Terms**). By registering as an Internet Bidding User, you agree to:
  - (a) where the Auction venue is located in Ireland, these Internet Bidding Terms in respect of Auctions and in respect of any bid you make in an Auction, you agree to the Conditions of Sale; and
  - (b) where the Auction venue is located in the England, the English Internet Bidding Terms.
- 3.4. By registering as an Internet Bidding User, Tattersalls will handle your personal information in accordance with the Tattersalls Privacy Policy (see Clause 17 for Privacy Policy) and Xcira will handle your personal information according to its own terms as notified to you by Xcira from time to time.

3.5. As an Internet Bidding User, you represent and warrant to Tattersalls that:

- (a) you are at least 18 years old;
- (b) you are not a Consumer;
- (c) in respect of any bid you make through the Live Internet Bidding Facility, you are making such bid for purposes which relate to your trade, business or profession;
- (d) all information you provide in the Registration Form is complete;
- (e) you will not manipulate the price of any Lot or another Internet Bidding User's listing including by placing fake bids, hindering another Bidder or disrupting an Auction in any way;
- (f) you will not bid on any Lot unless you are financially able to pay the full bid price made for the Lot;
- (g) you will not transfer or assign your account to another party without Tattersalls' prior written consent;
- (h) you will not infringe the copyright or other intellectual property rights of any other person;
- (i) you will not engage in spamming or other conduct involving the sending of bulk electronic or unsolicited communications, chain letters or pyramid schemes;
- (j) you will not use any automated systems (including any site crawler, spider or robot) to harvest, access or analyse any information or content from the Website;
- (k) you will not distribute viruses or any other technology that may harm the Website or other Internet Bidding Users;
- (l) you will not copy, reproduce, modify or create derivative works of the Website without Tattersalls' prior written consent;
- (m) you will not interfere or attempt to interfere with the orderly working of the Website;
- (n) you will comply with all applicable laws; and
- (o) you will not copy, modify or distribute rights or content from the Website or Tattersalls trademarks and copyright.

3.6. You shall indemnify Tattersalls against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Tattersalls arising out of or in connection with any breach of the warranties and representations by you contained in clause 3.5.

3.7. Tattersalls may in its discretion:

- (a) restrict or temporarily or indefinitely suspend your account;
- (b) terminate your account;

where, in Tattersalls' reasonable opinion:

- (c) you have breached these Internet Bidding Terms or the Conditions of Sale;
- (d) your actions in using the Live Internet Bidding Facility or the Website may cause loss or damage to other Internet Bidding Users, third parties, Tattersalls or you;
- (e) any information in the Registration Form is inaccurate, inappropriate or offensive; or
- (f) Tattersalls is unable to verify your identity or any information you have provided Tattersalls.

#### **4. Approval of Registration Application**

- 4.1. Once you have completed and submitted your Registration Form, Tattersalls will consider your application to register as an Internet Bidding User.
- 4.2. Tattersalls may communicate with you by email or by telephone in respect of your application, including in respect of confirming that your application has been successful and/or if Tattersalls requires further information in respect of your registration as an Internet Bidding User.
- 4.3. Each Internet Bidding User will require to be credit approved by Tattersalls before that Internet Bidding User is able to submit a bid for a Lot in an Auction.
- 4.4. Tattersalls may in its absolute discretion set a credit limit for an Internet Bidding User. If Tattersalls sets such a credit limit for an Internet Bidding User, that Internet Bidding User will not be able to make a bid or bids which in aggregate exceeds that credit limit.
- 4.5. To contact us in respect of these Internet Bidding Terms, please email [accounts@tattersalls.ie](mailto:accounts@tattersalls.ie) or telephone Tattersalls' customer service line on +353 1 8864300.
- 4.6. As an Internet Bidding User, you must:
  - (a) keep up to date all personal information of your account; and
  - (b) protect your account, including your username and password.

#### **5. Auction**

- 5.1. The bidding process in respect of any Auction shall follow the procedure set out in the Conditions of Sale.
- 5.2. In the event of a Bidder's bid being successful in respect of a Lot, the Auctioneer or any duly authorised employee of Tattersalls is irrevocably and unconditionally authorised by that Bidder to sign the Purchase Confirmation relating to that Lot on behalf of that Bidder.
- 5.3. Neither Tattersalls nor the Auctioneer accept any liability for any bid made through the Live Internet Bidding Facility not being communicated to, or accepted by, the Auctioneer. In the event that a Bidder makes a bid equal to the maximum bid of another Bidder, each of Tattersalls and the Auctioneer reserves the right to accept either bid at their own discretion.
- 5.4. Neither Tattersalls nor the Auctioneer accepts any responsibility for failure of telecommunications or internet connections in respect of any bid made through the Live Internet Bidding Facility.
- 5.5. Internet Bidding Users are deemed to be making their bid with full knowledge of and in accordance with the Conditions of Sale, as varied by these Internet Bidding Terms.
- 5.6. Bids made through the Live Internet Bidding Facility must be for an exact figure and any reference to a bid to

be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the bid, each of Tattersalls and the Auctioneer reserves the right to refuse a bid on behalf of the Bidder.

- 5.7. In respect of any Auction for which an Internet Bidding User is proposing to make a bid, it is the Internet Bidding User's responsibility to be online at the commencement of the sale of the relevant Lot in order that the Internet Bidding User can hear any announcements made by Tattersalls relating to that Lot, including any announcements made under the Conditions of Sale.
- 5.8. If an Internet Bidding User makes a successful bid, Tattersalls shall arrange for drug samples, permanent import testing samples and piroplasmosis samples to be taken from the Lot and tested in accordance with the applicable Conditions of Sale, unless the Online Biding User has notified Tattersalls in writing in advance of the Auction that it does not wish for Tattersalls to arrange such samples to be taken from the Lot, or unless the successful Bidder notifies Tattersalls immediately after the fall of the hammer that such samples should not be taken and tested.

## **6. Other online terms that may apply to you**

These Internet Bidding Terms refer to the following additional terms, which also apply to your use of the Internet Bidding Terms and of the Website:

- (a) Website Terms: <https://www.tattersalls.ie/terms>;
- (b) Tattersalls' Privacy Policy: <https://www.tattersalls.ie/privacy>. See further "How Tattersalls may use your personal data" at Clause 17 of these terms.

## **7. Tattersalls may make changes to these terms**

Tattersalls may amend these Internet Bidding Terms from time to time. Every time you wish to use the Live Internet Bidding Facility, please check these Internet Bidding Terms to ensure you understand the terms that apply at that time. These terms were most recently updated on July 1 2020.

## **8. Tattersalls may make changes to the Website**

Tattersalls may update and change the Live Internet Bidding Facility and/or the Website from time to time to reflect changes to Tattersalls' Internet Bidding Users' needs and Tattersalls' business priorities. You cannot amend these Internet Bidding Terms.

## **9. Tattersalls may suspend or withdraw the Live Internet Bidding Facility and/or the Website**

- 9.1. The Live Internet Bidding Facility and the Website are made available free of charge.
- 9.2. Tattersalls does not guarantee that the Live Internet Bidding Facility and/or the Website, or any content on it, will always be available or be uninterrupted. Tattersalls may suspend or withdraw or restrict the availability of all or any part of the Live Internet Bidding Facility and/or the Website for business and operational reasons. Tattersalls will try to give you reasonable notice of any suspension or withdrawal.
- 9.3. You are also responsible for ensuring that all persons who access the Live Internet Bidding Facility and/or the Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **10. Tattersalls may transfer this agreement to someone else**

Tattersalls may transfer its rights and obligations under these Internet Bidding Terms to another

organisation. Tattersalls will always tell you in writing if this happens and Tattersalls will ensure that the transfer will not affect your rights under the contract.

#### **11. You must keep your account details safe**

- 11.1. If you choose, or you are provided with, an Internet Bidding User identification code, password or any other piece of information as part of Tattersalls' security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 11.2. Tattersalls has the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in Tattersalls' reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 11.3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [accounts@tattersalls.ie](mailto:accounts@tattersalls.ie).

#### **12. How you may use material on the Website**

- 12.1. Tattersalls is the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 12.2. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.
- 12.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 12.4. Tattersalls' status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.
- 12.5. You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or Tattersalls' licensors. If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at Tattersalls' option, return or destroy any copies of the materials you have made.

#### **13. Do not rely on information on this site**

- 13.1. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.
- 13.2. Although Tattersalls will make reasonable efforts to update the information on the Website, Tattersalls makes no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

#### **14. Tattersalls are not responsible for websites Tattersalls links to**

- 14.1. Subject to clause 14.3 below, where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 14.2. Subject to clause 14.3 below, Tattersalls has no control over the contents of those sites or resources.

14.3. The link provided in these Internet Bidding Terms at clause 3.2 is provided to you so that you can access the Live Internet Bidding Facility hosted by Xcira. Tattersalls has an agreement with Xcira relating to the provision of the Live Internet Bidding Facility to the Internet Bidding Users.

**15. User-generated content is not approved by us**

15.1. This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the Website do not represent Tattersalls' views or values.

15.2. Tattersalls reserves the right to remove any user generated content that we determine to be illegal, offensive, threatening, libellous, defamatory, obscene or otherwise objectionable. We reserve the right to take similar action if we determine that the user generated content infringes the rights and freedoms of others, or violates the terms set out in these Terms. Such actions will be undertaken at our sole discretion, but we assume no obligation to do so in every circumstance.

15.3. If you wish to complain about content uploaded by other users, please contact us on [accounts@tattersalls.ie](mailto:accounts@tattersalls.ie).

**16. Tattersalls' responsibility for loss or damage suffered by you**

16.1. To the extent permitted by law Tattersalls excludes all implied conditions, implied warranties, implied representations or other implied terms that may apply to the Live Internet Bidding Facility and/or the Website or any content on it.

16.2. Tattersalls will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, the Live Internet Bidding Facility or the Website.

16.3. In particular, Tattersalls will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

16.4. Tattersalls shall not be liable for any claim relating to the use of the Website or the inability to use the Live Internet Bidding Facility unless legal proceedings have been issued and notified to Tattersalls in respect of that claim within 12 months of such claim arising.

16.5. Nothing in these terms will exclude or limit liability which cannot be excluded at law.

**17. How Tattersalls may use your personal information**

17.1. Tattersalls will only use your personal information as set out in its privacy policy: <https://www.tattersalls.ie/privacy>.

17.2. The Live Internet Bidding Facility is hosted by Xcira and any information that you provide to Xcira (including in the Registration Form) will be subject to Xcira's terms relating to privacy and data, as notified to you by Xcira from time to time.

**18. Tattersalls is not responsible for viruses and you must not introduce them**

18.1. Tattersalls do not guarantee that the Website will be secure or free from bugs or viruses.

18.2. You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.

18.3. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Criminal Justice (Theft and Fraud Offences) Act 2001 or the Criminal Justice (Offences Relating to Information Systems) Act 2017. Tattersalls will report any such breach to the relevant law enforcement authorities and Tattersalls will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

**19. Rules about linking to the Website**

19.1. You may link to the Website home page, provided you do so in a way that is fair and legal and does not damage Tattersalls' reputation or take advantage of it.

19.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Tattersalls' part where none exists.

19.3. You must not establish a link to the Website in any website that is not owned by you.

19.4. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.

19.5. Tattersalls reserves the right to withdraw linking permission without notice.

19.6. The website in which you are linking must comply in all respects with the content standards which may be set out in Tattersalls' Acceptable Use Policy which may appear on the Website.

19.7. If you wish to link to or make any use of content on the Website other than that set out above, please contact [accounts@tattersalls.ie](mailto:accounts@tattersalls.ie).

**20. General**

20.1. If any provision or part-provision of these Internet Bidding Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Internet Bidding Terms.

20.2. No failure or delay by Tattersalls to exercise any right or remedy provided under these Internet Bidding Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or

remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20.3. These Internet Bidding Terms constitutes the entire agreement between you and Tattersalls and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and Tattersalls, whether written or oral, relating to the use of the Live Internet Bidding Facility.

**21. Which country's laws apply to any disputes?**

These Internet Bidding Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Irish law. Tattersalls and you agree to the exclusive jurisdiction of the courts of Ireland.