

# 2024 ASPC Stallion Classic Sweepstakes: Stallion Nominations & Mare Designations; Rules & Forms

## (Foals to Show at Congress 2025)

### Important Dates: 2024 Stallion Auction (foals show Congress 2025)

**12/8/23 – 1/8/24:** Stallion nomination using stallion nomination form. Stallion nomination fee due at time of nomination/billed to the member's ASPC/AMHR/ASPR account in accordance with the accounts receivable policy.

**1/28-2/3/24:** Auction dates. Bidding will begin at 8:00 AM on start date and close on the end date as set forth herein (rolling close in accordance with these program rules). At auction close, the winning bidder will be billed to the member's ASPC/AMHR/ASPR account in accordance with the accounts receivable policy.

**4/1/24: Stallion DNA testing deadline:** Last day to submit form/hair sample/fee for stallion DNA testing (if not previously tested per below). Subject to ASPC/AMHR/ASPR verification.

**5/1/25: Mare designation and DNA deadline:** Mare designation due; last day to submit form/hair sample/fee for mare DNA testing (if not previously tested per below). Subject to ASPC/ASPR/AMHR verification.

**7/1/25:** Foal registration application must be submitted to ASPC.

**Congress entry closing date:** Last day to enter the Sweepstakes class. No post entries.

1. The ASPC Classic Stallion Sweepstakes auction is open to registered ASPC stallions. Mares to be bred with auctioned services must be ASPC registered. The owner (and agent or lessee if any) of any mare or stallion participating in the Sweepstakes must be a member of ASPC/AMHR/ASPR in good standing. The exhibitor owner/lessee/agent of any foal shown must be a member of ASPC/AMHR/ASPR in good standing.
2. Definitions and General Rules
  - a. Participants and Owners:
    - i. Member "participants" in the program as used herein include the following connected with stallions, mares and foals in the program:

Owners; lessees; bidders; their agents/employees; and their successors (including heirs and assigns).

- ii. “Owner” as used herein includes: Owners; lessees; their agents/employees; and their successors (including heirs and assigns).
- b. Participation in the Stallion Sweepstakes program binds the participants to the program requirements set forth in this document, ASPC/AMHR/ASPR accounts receivable policies and Rule Book provisions (except as superseded here). Participants agree to those obligations.
- c. Pony owners/member participants are solely responsible for all written and/or oral representations made about ponies in the program.
- d. ASPC/AMHR/ASPR reserves the right to modify these rules, including as to class offerings and payouts.
- e. **Violation of these rules, ASPC/AMHR/ASPR accounts receivable policies and/or the Rule Book shall result in the participant as issue being found not in good standing or otherwise disciplined in accordance with the Rule Book. This provision of these rules is applicable to all provisions herein, whether or not repeated concerning any specific provision of this document.**
- f. Foals disqualified from Sweepstakes due to rule violations shall be eligible for registration nonetheless, so long as otherwise qualified.
- g. Foals shall not be disqualified from Sweepstakes based on disputes between the stallion and mare owner concerning their contractual or other agreements, but shall be disqualified from Sweepstakes only for violations to the extent set forth herein (referencing these rules, the ASPC/AMHR/ASPR accounts receivable policies, and the Rule Book).
- h. As a condition of participating in the Sweepstakes program, the stallion owner may not withhold the stallion certificate or listing the mare on the stallion report based on any dispute with the mare owner, *concerning fees associated with breeding or otherwise*.
- i. Refunds: Refunds are limited under the program, occur only for reasons set forth herein, and are not available after July 1 of the breeding year (2024 for the current program). Prior to breeding, refunds occur only under very limited circumstances as set forth herein and strictly interpreted. *After breeding occurs, there are no refunds* of any cost associated with the program for any reason. Under no circumstances are stallion/mare DNA testing costs reimbursed. Refund requests must be made in writing on or before July 1 of the breeding year explaining the grounds for refund under these rules, directed to the Director of Operations Jill

Gleason, Attn: Classic Stallion Sweepstakes.

3. Stallion Nomination; Stallion Owner Responsibilities/Obligations

- a. Stallion nomination shall occur using the stallion nomination form. Nomination opens on 12-8, 2023 and ends at close of business 1-8, 2024. It includes a total of two breedings: The nominating stallion owner receives one nomination into Sweepstakes; and one nomination is auctioned for Sweepstakes. The stallion owner may purchase the auctioned breeding, as well.
- b. An owner/lessee/authorized agent may nominate more than one stallion.
- c. The stallion nomination fee is two hundred dollars (\$200) per stallion.
- d. Submission of a nomination form is a contract to pay and comply with Sweepstakes rules stated herein, the ASPC/AMHR/ASPR accounts receivable policies, and the Rule Book.
- e. Stallion nomination fees must be timely paid on upon nomination as billed to the ASPC/AMHR/ASPR account of the nominating owner/agent, per provisions of the ASPC/AMHR/ASPR accounts receivable policies and Rule Book.
- f. Failure to make good and timely payment will result in removal of the stallion from the Sweepstakes for the year nominated. The stallion owner will be not in good standing with ASPC/AMHR/ASPR.
  - i. If the stallion owner fails to pay the nomination fee, the participants (stallion owner and winning bidder) forfeit program participation.
  - ii. Prior to breeding a mare, the winning bidder should check with ASPC/AMHR/ASPR to ensure that the stallion owner has paid the nomination fee—a program requirement. Should the winning bidder proceed to breed a mare to the stallion without this assurance, the winning bidder/mare owner does so at his/her own risk.
  - iii. In case of a stallion owner failing to pay the nomination fee, the winning bidder shall not be obligated to pay or (if has already paid) shall have the bid fee refunded so long as no breeding has occurred and so long as claim is made on or before July 1 of the breeding year as set forth herein. **The bidder shall be entitled to no other compensation or damages for lost opportunity or otherwise.**
- g. Should the stallion die or become breeding unsound before breeding the mare(s), refunds will occur to the stallion owner of nomination fees and winning bidder of auction fees (if paid) so long as claim is made as set forth herein on or before July

1 of the breeding year. There is no substitution of stallion. Regardless of whether breeding has occurred, there is no reimbursement of DNA testing fees or other fees and costs, except nomination and winning bid (if paid) as set for the herein.

**Stallion and mare owners shall be entitled to no other compensation or damages for lost opportunity or otherwise.**

- h. After breeding occurs, there are no refunds of any cost or fee associated with the program for any reason. Whether or not the stallion is viewed as breeding sound, the mare shall be listed on the stallion report and a breeding certificate issued if cover has occurred.
- i. The stallion owner is not obligated to provide stallion services to the mare until the winning bidder has paid, and the stallion owner is encouraged to verify same with ASPC/AMHR/ASPR. The stallion owner/agent fails to so verify at the owner/agent's own risk. THEREFORE, upon providing stallion service to the mare, the stallion owner shall complete an accurate stallion report. FURTHER, regardless of any dispute between the stallion and mare owner, the stallion owner shall provide a stallion service certificate per the ASPC/AMHR/ASPR Rule Book.

#### 4. DNA Testing

- a. Participating ASPC stallions and ASPC mares must be DNA tested through the University of Kentucky or University of California, Davis (UC Davis). To do so, use the chosen University's procedures and forms, providing results/releasing results to ASPC/AMHR/ASPR. Fees and costs of testing are the responsibility of the stallion and mare owner, respectively, as is submission of hair samples/forms to the University of Kentucky or UC Davis by the deadlines set forth herein.
- b. University of Kentucky hair sample collection and payment information for DNA analysis:  
[https://www.aspcclassicstallionsweepstakes.com/\\_files/ugd/68cc80\\_f934bad9833b40c68aed50bd07b18cad.pdf](https://www.aspcclassicstallionsweepstakes.com/_files/ugd/68cc80_f934bad9833b40c68aed50bd07b18cad.pdf)
- c. UC Davis hair sample collection and payment information for DNA analysis:  
<https://vgl.ucdavis.edu/test/parentage-genetic-marker-report-horse>
- d. A stallion or mare need be tested only once via the University of Kentucky or UC Davis. Ponies tested previously with results via University of Kentucky or UC Davis need not retest; those results are kept on file.
- e. Submission dates (mandatory): Submission includes provision of a hair sample and payment using University of Kentucky or UC Davis forms. Mandatory deadlines to submit hair samples/forms/payment for DNA testing to the University of Kentucky or UC Davis are as follows:

- i. Stallion DNA tests (hair and testing form) and payment must be submitted to the University of Kentucky by April 1 of the breeding year.
    - ii. Mare DNA (hair and testing form) and payment must be submitted to the University of Kentucky by May 1 of the foaling year.
  - f. Failure to meet DNA submission deadlines (including valid payment) OR have prior University of Kentucky or UC Davis testing on file results in disqualification from the program for the year at issue. The foal is ineligible to compete.
  - g. Stallion owner fails to submit DNA: If the stallion owner fails to timely submit DNA, participation in the year's Sweepstakes program concludes. The stallion's get are not eligible for the Sweepstakes year at issue. The stallion owner does not receive refund of the nomination fee. The mare owner's right to service extinguishes, **BUT** the mare owner does not owe payment on the bid amount OR is refunded if payment already made so long as breeding has not occurred; if breeding has occurred, no refund is available. Any request by the mare owner that payment be forgiven must occur by July 1 of the breeding year. **The bidder shall be entitled to no other compensation or damages for lost opportunity or otherwise.**
  - h. Mare owner fails to submit DNA: If the mare owner fails to timely submit DNA, participation of the mare's owner/owner of the breeding (entitled via high bid or as stallion owner) and the mare's potential produce concludes. The stallion owner does not receive refund of the nomination fee. The mare owner does not receive refund of the bid amount paid if no DNA is submitted, regardless of whether breeding has occurred. The foal of any mare whose DNA was not submitted is not eligible for the Sweepstakes class at issue. **Under this provision, participans shall be entitled to no other compensation or damages for lost opportunity or otherwise.**
  - i. Foal DNA testing occurs at Congress via the University of Kentucky at the expense of ASPC/AMHR/ASPR, as set forth herein. *See below.*
5. Mare Designation; Mare Owner Responsibilities/Obligations
- a. The high bidder/mare owner is obligated to pay the winning bid as billed to the member's ASPC/AMHR/ASPR account. The bidder/mare owner will be not in good standing with ASPC/AMHR/ASPR upon failure to make good and timely payment in accordance with ASPC/AMHR/ASPR accounts receivable policy.

- b. If the mare owner fails to pay the winning bid, the mare owner for the auction foal forfeits participation in the program for that breeding and any foal of the mare is disqualified from participation in the Sweepstakes for the year at issue.
- c. Mare Designation: Mare designation shall occur using the mare designation form. Designation is due May 1 of the foaling year (May 1, 2025). The mare owner/lessee designating a participating mare must own the breeding rights as high bidder or nominating stallion owner; if not, the designation is **subject** to cancellation, any foal produced shall be prohibited from participation/disqualified whenever the violation is discovered and the involved member(s) shall be determined not in good standing.
- d. The stallion owner is not obligated to provide breeding services the winning bidder mare until the winning bid is paid and is responsible for so ensuring via inquiry to ASPC/AMHR/ASPR. Should the stallion and mare owner proceed nonetheless with breeding, the stallion owner shall complete an accurate stallion report. FURTHER, the stallion owner shall provide a stallion service certificate per the ASPC/AMHR/ASPR Rule Book regardless of any dispute between stallion and mare owner.
- e. The mare owner shall be responsible for verifying via ASPC/AMHR/ASPR that stallion nomination fees have been paid and stallion DNA submitted.
  - i. If nomination fee or DNA submission have not been timely completed and if no breeding has occurred, the winning bidder shall not be required to pay the auction fees OR such shall be refunded if already paid so long as request for payment adjustment is made on or before July 1 of the breeding year. **The winning bidder shall be entitled to no other compensation or damages for lost opportunity or otherwise.**
  - ii. So long as breeding has not occurred, should the mare owner and ASPC/AMHR/ASPR verify that that stallion has not completed DNA submission by April, 2024, the mare owner shall not be obligated to pay the amount bid or (if paid) the bid shall be refunded so long as the winning bidder makes request on or before July 1 of the breeding year as set forth herein. No refund of nomination fees shall be provided to the stallion owner who fails to timely submit DNA. **In such case, the stallion and mare owners shall be entitled to no other compensation or damages for lost opportunity or otherwise.**
  - iii. Should the high bidder have bred prematurely prior to the stallion's nomination payment and/or DNA submission, the high bidder does so at the mare owner's own risk (no refund of any fees paid despite lack of eligibility of the resultant foal when the stallion owner fails to pay the nomination fee and submit DNA).

- f. Should the stallion die or become breeding unsound before breeding the mare(s), refunds will occur to the stallion owner of nomination fees and winning bidder of auction fees (if paid) so long as request is made as set forth herein on or before July 1 of the breeding year. There is no substitution of stallion. Regardless of whether breeding has occurred, there is no reimbursement of DNA testing fees or other fees and costs, except nomination and bid (if paid) as set for the herein. **Stallion and mare owners shall be entitled to no other compensation or damages for lost opportunity or otherwise.**
  - g. After breeding occurs, there are no refunds of any cost associated with the program for any reason.
6. There is no “live foal” guarantee of any type connected with Sweepstakes eligibility or the role of ASPC/AMHR/ASPR in the program. There is no “roll-over” of nomination or to the following year or eligibility in any subsequent year any year regardless of circumstances.

(Any live foal guarantee outside the auction is solely between the stallion and mare owner and does not qualify the animal for a Sweepstakes class in any following year.)

## 7. Bidding rules

- a. Stallion owners may bid on their own stallion’s services.
- b. Bids are via the auction site posted on the ASPC/AMHR/ASPR web site (<http://shetlandminiature.com>).
- c. Opening bid shall be \$200.00 with increases accepted in \$50.00 increments.
- d. Bids will be accepted from January 28th, 2024 8:00 AM, to close of auction on February 3<sup>rd</sup>, 2024. Auctions shall close as follows: Close shall occur at approximately 7 PM for each time zone, based on the time zone where the stallion is located. If a bid comes within five (5) minutes of the auction close, that bid will extend the auction another five (5) minutes until such time as no other bids come in within the limit and, thus, the auction closes.
- e. Winning bidder payment shall be due in accordance the ASPC/AMHR/ASPR accounts receivable policy, with invoicing to the member’s account. Good payment shall be timely made; failure shall result in the member being not in good standing and forfeiture of participation in the program. **Submission of any bid is a contract to pay and to comply with provisions herein, the ASPC/AMHR/ASPR accounts receivable policy and the provisions of the Rule Book.**

8. ASPC Classic Weanling Sweepstakes (Nonrated) Rules. All references below are to this weanling sweepstakes class only:
- a. By submitting an entry for the Classic Weanling Sweepstakes class, owners of entrant foals (whether or not the owners of nominated stallions or mares) and their agents agree to be bound by these rules, the accounts receivable policies of the ASPC/AMHR/ASPR and the Rule Book.
  - b. The person using the breeding must be the winning bidder for an auction breeding and the stallion owner for a breeding inhering to the stallion owner. There is no assignment, transfer or secondary sale of auction breeding's. HOWEVER, a mare carrying an in-utero foal or a Sweepstakes foal produced may be sold in accordance with customary sales practice and foal registration papers reflecting the current owner's name prior to entering the foal for Congress.
  - c. Owners of entrant foals shall submit registration applications on or before July 1, 2025. Foals for whom registration is not submitted by that date forfeit eligibility.
  - d. The class shall occur at the ASPC Congress. There is no show entry fee for the class. Other costs/fees (stall, bedding, office fees, etc.) shall be paid by the exhibitor.
  - e. Entries must be by the Congress closing date. There are no post entries.
  - f. Sexes shall be shown together.
  - g. All foals shall be measured per show rules and must meet Rule Book weanling height requirements.
  - h. The class shall be judged per the ASPC Rule Book re: classic conformation halter (except as specifically noted herein—*e.g.*, combined sexes).
  - i. The class will be judged via the three judge system (MOS). Judges shall be as follows:
    - i. Stallion Sweepstakes Panel:
      1. One Judge from the Congress panel of Classic judges who has no conflict of interest as defined in the Rule Book vis-à-vis the class; and will be randomly selected via a pulling of a name, see iii. below.
      2. The Modern judge designated for Congress so long as that judge has no conflict of interest as defined in the Rule Book vis-à-vis the class.



3. One rated judge (qualified to judge Classic ponies) randomly drawn from available judges on the grounds with no conflict of interest as defined in the Rule Book and willing to accept no compensation to officiate this class.
  4. The rated judge who is third on the panel shall be chosen by drawing among those available and meeting the above criteria.
- ii. Should an inadequate number of judges exist within the Classic panel or in the Modern judge in that conflicts of interest exist such that they cannot be designated, the criteria will open to include all Congress judges and judges on the grounds willing to be part of a drawing and agreeable to no compensation by the association for officiating that class.
  - iii. The drawings referenced in this section shall be done by the Director of Operations, witnessed by a member or official (*i.e.*, no pony in the class). The judges shall then be announced.
- j. Placings and prizes
- i. The class shall be placed first (1<sup>st</sup>) through tenth (10<sup>th</sup>) place.
  - ii. The Sweepstakes purse shall be comprised of monies paid for stallion nominations and auction bids less up to 5% for expenses, divided *pro rata* among the top ten placing foals and the top three stallions. Payouts may be revised over time for program reasons including but not limited to: Classes added to the program; or addition of divisions within the program.
  - iii. A special Sweepstakes Amateur Award shall be offered to the amateur owned/handled foal placing highest in the class. The award to that owner/handler shall be five hundred dollars (\$500.00) in addition to any other monies won by that amateur owner/handler in the class. The foal shall be exhibited per the Rule Book re: handler and assistant.
- k. All placing foals shall be DNA tested immediately following the class at the expense of ASPC/AMHR/ASPR via the University of Kentucky.
- i. Failure to cooperate with DNA testing shall result in forfeiture of prize and adjustment of placings.
  - ii. Should the results of the parentage test indicate fraudulent breeding (foal not the offspring of identified parents), disciplinary proceedings shall occur under provisions of the Rule Book with penalties including but not limited to forfeiture of prizes and adjustment of placings. Fraudulent

breeding (sire and/or dam not as represented) within the program shall be considered a serious violation with potential discipline up to and including suspension or termination from membership in accordance with the Rule Book.

9. Limitations, Waiver (of Claims and Damages), Assumption of Risk, Hold Harmless
- a. All participants agree to be bound by these program rules, the accounts receivable policies of ASPC/AMHR/ASPR and the Rule Book.
  - b. Participants are subject to all Rule Book provisions concerning limitations of actions. The jurisdiction and choice of law for any claim related to Sweepstakes is Illinois, with venue in Tazewell County.
  - c. As a condition of participation, participants agree that:
    - i. No claim shall be brought against ASPC/AMHR/ASPR by any participant in the program nor shall damages under any theory at law or equity incur to ASPC/AMHR/ASPR based on any claim or action connected with the program or breeding's under it.
    - ii. ASPC/AMHR/ASPR, its officers, agents and employees are not liable for damages including any death, injury to persons or property, or dispute arising from or connected with the program, including the auction, stallion service or Sweepstakes class.
    - iii. Program participants and owners as defined herein agree as a condition of participation to indemnify and hold harmless ASPC/AMHR/ASPR.
    - iv. Program participants participate at their own risks.
    - v. Further, program participants agree that ASPC/AMHR/ASPR is not responsible for compensatory, special or general damages under any claim at law or equity.
  - d. Disputes among stallion/mare/foal owners/participants: Only stallion nomination fees and auction bids support the Sweepstakes program. ASPC/AMHR is not involved with the breeding arrangements between the mare and stallion owners or associated costs/fees and does not benefit from them. ASPC/AMHR/ASPR is not responsible for representations made by stallion or mare owners/participants in the program and has not verified them. It is not a party to representations made to any purchaser of a fetus or foal who is the offspring of a nominated sire or designated dam.

Therefore, ASPC/AMHR/ASPR shall not be named as party to disputes among stallion, mare or foal owners/participants via claim or lawsuit, and it shall be indemnified and held harmless regarding any such dispute. ASPC/AMHR/ASPR shall not be responsible for damages of any sort (including refunds of nomination fees or bid payments or reimbursement of DNA testing costs) based on disputes between the mare and stallion owner.

- e. Provisions herein are binding on owners, participants, bidders, their agents/employees and their successors (including heirs and assigns).
10. Headings used herein are for convenience only. Should any provision herein be found unenforceable by a competent Illinois court as set forth herein, it shall be severed and the remainder of the document enforced.