

# Angus Australia

## Catalogue Service Agreement



The following Catalogue Service Agreement will apply to all catalogues produced by Angus Australia or any data extract provided from the Angus Australia database for inclusion in a catalogue.

1. The submitting person must be a Financial Member of Angus Australia.
2. The current Sale Catalogue and Advertising request form must be completed and received by Angus Australia followed by the sale lots before a request can be scheduled &/or actioned.
3. There is a 3 working day turnaround for Standard Catalogues and a 7 - 10 working day turnaround for Customised & Full Design Catalogues provided point 2 is met. A requested specific EBV run for a Catalogue would constitute the start of the 10 days on the date the EBV run is released.
4. All animals listed in a Catalogue shall be in the ownership of the submitting Member. If the Catalogue includes a multi-owned animal, Semen or Embryo listing or is a multi-vendor sale, the submitting member must provide written consent from each of the current listed Owner(s) of those lots in order for them to be included.
5. All animals listed in the catalogue shall be "Registered and Active" with Angus Australia.
6. Any females being sold with a calf at foot must be "Registered and Active" with Angus Australia and the calves must be "Registered and Active" with Angus Australia and must appear in the sale listing with their respective dam.
7. All animals catalogued shall have the following data included as a minimum:
  - a. Lot number;
  - b. Ident (Unique Animal Identifier);
  - c. Name with the first word being the breeder's unique stud prefix;
  - d. Parentage verification suffix displayed at the end of the animal's (and it's pedigree's) name i.e. PV, SV, DV, # or E;
  - e. Register in which the animal is recorded (i.e. HBR, APR, ACR, MBR);
  - f. Date of birth;
  - g. Pedigree, showing a minimum two generations;
  - h. Genetic Condition Status e.g. AMF/NH25%/CAC/DDA
  - i. TransTasman Angus Cattle Evaluation (TACE) performance figures, including:
    - Either the full set of EBVs and accuracies, or a subset of the EBVs and accuracies chosen by the member. Where a subset of EBVs is used, a consistent set of EBVs and accuracies shall be used for all lots;
    - Date of the analysis from which the figures were obtained (e.g. January 2022 TransTasman Angus Cattle Evaluation)
    - The current average EBVs for the reference birth year as provided in the Angus Australia website;
    - Traits observed codes (excluding semen & embryos);
  - j. The TACE logo must be displayed alongside the EBV tables.
8. The accuracy of the information provided for the registration of the animals listed for sale is the responsibility of the breeder. Angus Australia will not be held liable for any animal information that is disputed between vendor and purchaser after the sale.
9. Any additional animal information or content to be included in a Catalogue must be provided by the submitting member e.g. Raw Structural Data, DOB in months, advertisements etc.
10. If the decision made by the submitting member is to produce a catalogue based on the current EBV run and newer EBV data becomes available either earlier than the indicative date or on the indicative date, there will be a re-extraction fee for that new data and reproduction costs if the new data is requested by the member regardless of when the data is available.
11. Requests for updating or adding an animals information into a Customised or Full Design PDF after the first initial data extraction will incur a manual update fee e.g. updating an animals data for the most current EBVs or DNA results, adding an additional animal to the already created PDF.
12. Requests for an additional data extract of all sale animals (including additional or substitution animals) after the first initial data extraction will incur a data re-extraction fee and reproduction costs e.g. updating an animals data for the most current EBVs or DNA results, adding an additional animal to the already created PDF.
13. Once the draft Catalogue content is completed by Angus Australia it will be forwarded to the submitting member for checking and approval of its content before the Catalogue will be sent to their designer/printer. Changes made to an already proofed and approved Catalogue will incur additional charges and Angus Australia cannot be held liable for any errors discovered after print.
14. Sale animals that are not or no longer 'active and registered' on the Angus Australia database will result in the animal(s) immediate removal/rejection from the online sale listing and the member will be advised. In this instance the member will be recommended to attempt to amend the error or if unsuccessful, not to include said inactive or unregistered animal(s) in their sale catalogue. Following publishing, printing and distribution of the catalogue, the member will be advised of the removal and the member will be responsible to ensure that potential buyers registered at or before the sale are informed and announced at the sale.
15. The per animal rate will be charged to the members account when adding or substituting an animal to an existing sale listing (includes Semen and Embryo listings).
16. Sale Catalogues that have been fully designed by Angus Australia i.e. designed from the front cover through to the back cover, will be promoted on Angus Australia's social media pages and will be advertised as such.
17. Any Catalogue PDFs designed outside of Angus Australia that breaches points 4, 5, 6, 7, 24 & 25, will result in the PDF being rejected from the Angus Australia webpage.



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18. Any Catalogue PDFs designed outside of Angus Australia must adhere to Angus Australia's Rules and Regulations when displaying any animal's information e.g. Parent verification suffix displayed at the end of each animal's name. Failure to do so will result in the PDF being rejected from the Angus Australia webpage.
19. Sale animals that have had their details changed (errors, pedigree changes etc.) following publishing, printing, and distribution of the catalogue, must have the relevant changes listed clearly on a Supplementary Sheet and provided to potential buyers registered at or before the sale and announced at the sale.
20. Angus Australia will take no responsibility for information included in Catalogues that have been changed by the member or their designer/printer without the written consent of Angus Australia.
21. Any sale lot images supplied must have the animal's ident written as the file/image name eg. Lot 1 – ABC123.jpeg or ABC123.jpeg. Other variations will not be loaded.
22. Any sale lot videos must be supplied via YouTube links either including the animal's ident in the video name, or an excel spreadsheet provided with the animals idents and their corresponding YouTube links.
23. At their consent, of the name and address of the purchaser of any animal sold from the Catalogue will be provided to Angus Australia within 60 days of sale so that the change of animal ownership can be recorded on the Angus Australia database.
24. Dispersal sales must pay an upfront cost for any catalogue services required prior to catalogue production.
25. **IMPORTANT.** The following **Angus Australia Catalogue Disclaimer** statement will be included in all catalogues produced under this agreement, including catalogues produced by the member or a third party using a data extract provided by Angus Australia:
  - a. Animal details included in this catalogue, including but not limited to pedigree, DNA information, Estimated Breeding Values (EBVs) and Index values, are based on information provided by the breeder or owner of the animal. Whilst all reasonable care has been taken to ensure that the information provided in this catalogue was correct at the time of publication, Angus Australia will assume no responsibility for the accuracy or completeness of the information, nor for the outcome (including consequential loss) of any action taken based on this information.
26. Expected average progeny values calculated using the **Angus Mating Predictor** can only be included in a catalogue if they relate to an Embryo lot or an unborn calf associated with a female lot stated to be PTIC. In such cases, the following statement will be included in catalogues produced under this agreement, including catalogues produced by the member or a third party using a data extract provided by Angus Australia:
  - a. "Expected average progeny values are provided to assist breeders estimate the outcome of particular mating combinations. The actual TransTasman Angus Cattle Evaluation EBVs for any progeny resulting from a particular mating are likely to vary from the expected average values".

Please read this notice carefully as it may affect your legal rights. If you do not understand this notice Angus Australia recommends that you obtain independent advice.

I indemnify Angus Australia, its officers and employees, against the full amount of all expenses, losses, damages and costs (including any legal costs and disbursements) in respect of all claims, demands, actions, proceedings, suits and prosecutions relating to my use of the Society's services including those:

- (a) *Relating to the printing and publishing of all printed material, sale catalogues and addenda, which may be brought, commenced, or prosecuted against Angus Australia;*
- (b) *In which I may be involved as a consequence of or relating to or arising from the printing and publishing of all printed material, sale catalogues and addenda;*
- (c) *Relating to any information or data provided to me by Angus Australia whether or not arising from a request under this Application; and, or*
- (d) *Arising from my breach of any of the conditions of this Application.*

By signing the Angus Australia Catalogue & Advertising Request Form, you are agreeing to the above Terms and Conditions outlined in the Angus Australia Catalogue Service Agreement.

Current at 06/05/24.

