

The Royal Agricultural Society of Victoria Limited

ABN 66 006 728 785

GENERAL REGULATIONS FOR ALL COMPETITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Agent includes any person, agent, association or corporation engaged by or on behalf of the Exhibitor and any person acting or purporting to act on the Exhibitor's behalf (including any person who is an invitee of the Exhibitor and regardless of whether the person is remunerated or not).

Assistant Chief Steward means the person occupying or acting in the position of Assistant Chief Steward of a section.

Body includes any society, organisation or body within or outside Australia having similar objects to the RASV and, without limitation, includes:

- Royal Agricultural Society of the Northern Territory Inc;
- Royal National Agricultural & Industrial Association of Queensland;
- Royal Agricultural & Horticultural Society of South Australia;
- Royal Agricultural Society of NSW;
- Royal Agricultural Society of Tasmania;
- Royal National Capital Agricultural Society;
- Royal Agricultural Society of WA; and
- any breed association or society recognised by the RASV.

Business Day means a week day on which banks in Melbourne are open for business.

Chief Executive Officer means a person occupying or acting in the position of Chief Executive Officer of the RASV.

Chief Steward means the person occupying or acting in the position of Chief Steward of a section.

Closing Date means the date and time set out in the Relevant Schedule after which entries for the Event will not be accepted by the RASV.

Entry Form means an entry form supplied by the RASV for an Event.

Event includes competition and class and without limitation includes any event listed in a Schedule.

Exhibit means the item entered into an Event by an Exhibitor.

Exhibitor means the competitor, and if the competitor is less than 18 years of age, the parent or guardian of the competitor who signs the Entry Form.

Judge means a person appointed by the RASV to judge an Event.

Motor Vehicle includes a truck, trailer, horse float and stock transporter but does not include a caravan.

RASV means The Royal Agricultural Society of Victoria Limited (ACN 006 728 785).

Regulations means:

- (a) the RASV's General Regulations For All Competitions;
- (b) the rules, regulations and conditions of entry set out in the Relevant Schedule; and
- (c) the rules, regulations and conditions of entry set out on the Entry Form for the Event.

Relevant Schedule means the Schedule which applies to the particular Event in which the Exhibitor has submitted or proposes to submit an entry in accordance with these Regulations.

Schedule means a Schedule of events and prizes issued by the RASV and without limitation, a reference to a Schedule includes a reference to the rules, regulations and conditions set out in the Schedule.

Show means the Royal Melbourne Show.

Showgrounds means the Melbourne Showgrounds, Epsom Road, Ascot Vale, Victoria and includes without limitation all areas owned, used, rented or leased by the RASV.

Steward means a person occupying or acting in the position of steward.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

- (e) A reference to a Regulation is a reference to a regulation of these Regulations.
- (f) A reference to a regulation, rule or condition of entry is to the regulation, rule or condition of entry as amended, varied, supplemented, novated or replaced, except to the extent prohibited by these regulations.
- (g) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.

In the event of an inconsistency between the Regulations and a Schedule, the Regulations prevail to the extent of the inconsistency unless otherwise provided.

1.3 Exemptions

The RASV may, by notice in writing, exempt an Exhibit or an Exhibitor from one or more of the obligations or requirements contained in these Regulations.

1.4 Consents or Approvals

Where the doing of any act, matter or thing under these Regulations is dependent upon the consent or approval of a person or is within the discretion of a person, the consent or approval may be given or discretion may be exercised conditionally or unconditionally or withheld by the person in its absolute discretion and without giving or assigning any reason for it.

2. ENTRIES

2.1 Requirements for entering an Event

An entry to an Event must be:

- (a) in writing;
- (b) on an Entry Form;
- (c) signed by the Exhibitor or, if the Exhibitor is less than 18 years of age, signed by the Exhibitor's parent or guardian;
- (d) accompanied by the entry fee set out in the Relevant Schedule; and
- (e) submitted before the Closing Date to the RASV's Registered Office.

2.2 Warranty

The Exhibitor represents and warrants to the RASV that the information set out on the Entry Form is complete, accurate and not misleading in any way.

2.3 Rules and Regulations

An entry is subject to:

- (a) the Regulations;
- (b) the Relevant Schedule; and
- (c) the rules, regulations and conditions set out on the Entry Form.

2.4 Entries subject to Rules and Regulations

Upon submission of an entry in accordance with Regulation 2.1, the Exhibitor agrees to be bound by the rules, regulations and conditions referred to in Regulation 2.3 and to ensure that each Agent of the Exhibitor complies with those rules, regulations and conditions. An act or omission of an Agent of an Exhibitor may be deemed by the RASV to be the act or omission of the Exhibitor.

2.5 Altered entries

Subject to the Relevant Schedule, an entry may not be altered after the Closing Date.

2.6 Number of Entries

The RASV may restrict the number of entries in any Event.

3. ENTRY FEE

The entry fee becomes the property of the RASV on receipt by the RASV and, without limitation, the entry fee paid in respect of an entry which is withdrawn or which does not satisfy the requirements for entry or conditions of eligibility will not be refunded.

4. OWNERSHIP OF EXHIBITS

4.1 Ownership on entry

At the time the RASV receives the Entry Form for entry to an Event, the Exhibit entered into that Event by the Exhibitor must be the property of the Exhibitor or held by the Exhibitor under a written lease in existence at that time.

4.2 Ownership on judging

At the time of judging an Event, each Exhibit entered into that Event by an Exhibitor must be the property of the Exhibitor or be held by the Exhibitor under a written lease in existence at that time. An Exhibit which is not the property of the Exhibitor or held by the Exhibitor under a written lease in existence at the time of judging will be ineligible for the Event.

5. **EXHIBIT TICKET**
Subject to the Relevant Schedule, the RASV will issue an exhibit ticket for an Exhibit unless it otherwise determines. The Exhibitor or an Agent of the Exhibitor must produce the exhibit ticket upon a request from the RASV or a Steward.
6. **CONDUCT OF EXHIBITORS**
- 6.1 **Compliance with rules and regulations**
Where an Exhibit and/or Exhibitor fails to comply with any of the Regulations the RASV may impose one or more of the following penalties on the Exhibit or Exhibitor or both of them:
- disqualification;
 - suspension;
 - a fine;
 - order the Exhibit or the Exhibitor, his or her family, invitees and Agents be removed from the Showgrounds; or
 - any other penalty.
- Without limiting the above, the RASV may forfeit an award, and upon forfeiture, the Exhibitor must return any ribbon, money, prize card or other evidence of that award to the RASV within seven days after receiving notification of the forfeiture. Nothing in this Regulation limits Regulation 7.
- 6.2 **Compliance with directions**
- The Exhibitor must fully comply with the directions and requests of the RASV. Without limitation, directions and requests of the RASV may apply to the Exhibit, the Exhibitor, the conditions of the Event, the conduct of the Exhibitor, the conduct of the Event, the decision of the Judge, or the award of prizes.
 - Without limiting Regulation 6.2(a), upon a request from the RASV, an Exhibitor must make a statutory declaration in the form and with respect to matters the RASV in its discretion requires.
- 6.3 **Statements**
The Exhibitor must not make a statement regarding an Exhibit, which in the opinion of the RASV is fraudulent, false, erroneous, misleading or deceptive or likely to mislead or deceive.
- 6.4 **Tampering**
An Exhibit must not be or have been tampered with or otherwise improperly dealt with by an Exhibitor.
- 6.5 **Mutual Recognition**
The RASV may recognise, act upon and enforce any penalty imposed by a Body on an Exhibit or an Exhibitor at any time.
- 6.6 **Further Proceedings**
The RASV may conduct further proceedings in relation to any matter concerning an Exhibitor, an Exhibit, a potential Exhibitor or a potential Exhibit, and impose any suspension, fine, disqualification, withdrawal or forfeiture of an award, handicap, reprimand, warning or any other penalty, irrespective of whether a Body has already imposed a penalty on the Exhibitor or the Exhibit, or on the potential Exhibitor or the potential Exhibit.
- 6.7 **Reciprocal Arrangements**
The RASV may enter into reciprocal arrangements with a Body in relation to any matter concerning an Exhibit, an Exhibitor, a potential Exhibit or a potential Exhibitor.
7. **POWERS OF RASV IN RESPECT TO CONTROL OF THE SHOW**
- 7.1 **Power to refuse to accept an Entry, Exhibit or Exhibitor**
The RASV may refuse to accept an entry for an Event, an Exhibit or an Exhibitor or any of them.
- 7.2 **Power to cancel or alter**
The RASV may:
- alter the Closing Date for an Event, or the Closing Date for receipt of any particular entry;
 - remove any Exhibit from the Showgrounds or cause any Exhibit to be removed from the Showgrounds;
 - amend an entry for an Event to, without limitation, substitute an alternate competition or class for the competition or class in which the Exhibit is or was entered;
 - alter the conditions of any Event;
 - refuse to display an Exhibit;
 - rule that an Exhibit or Exhibitor may not compete or is ineligible to compete;
 - alter the date, time or place on or at which any Event is scheduled to take place or to be judged;

- alter the Judge scheduled to judge any Event; or
- cancel any Event.

The rights set out above apply notwithstanding:

- the RASV's acceptance of an entry for an Event;
- inclusion of an entry for an Event in the relevant Show Catalogue;
- the issue of an exhibit ticket to an Exhibitor or in respect of an Exhibit or an Event; or
- the issue of any other document to an Exhibitor or in respect of an Exhibit or an Event.

8. **LIABILITY AND INDEMNITY**

8.1 **Release**

Entry to, remaining on and using the Showgrounds or any part of them by an Exhibitor is entirely at the risk of the Exhibitor and, to the maximum extent permitted by law, the Exhibitor releases the RASV (which term includes in this clause the RASV's officers, employees, members, contractors and agents), from all claims, demands and liabilities of every kind resulting from any accident, damage or injury occurring at the Showgrounds and, without limitation, the Exhibitor acknowledges and agrees:

- the RASV has no responsibility or liability for any loss, damage or injury to or caused by any Exhibit;
- the RASV has no responsibility or liability for any loss, damage or injury to or caused by any Exhibitor or any Agent;
- the RASV has no responsibility or liability for any loss, damage or injury to a Motor Vehicle or any of its contents whilst it is on the Showgrounds or in any car park under the RASV's control; and
- without limiting Regulations 8.1(a) and 8.1(b) above, the RASV has no responsibility or liability for any loss, damage or injury resulting from the sale, treatment, failure to treat, destruction, disposal or other dealing with any Exhibit, or for any loss, damage or injury to any personal belongings, equipment or property brought onto the Showgrounds by any person.

8.2 **Indemnity**

To the maximum extent permitted by law, the Exhibitor must indemnify and keep indemnified the RASV and its officers, employees, members, contractors and agents from and against all actions, claims, demands, losses, damages, costs, expenses and liabilities including without limitation, consequential loss and loss of profits for which the RASV is or may be or become liable in respect of or arising from:

- loss, damage or injury to any person in connection with the Exhibit or the relevant Event;
- without limiting Regulation 8.2(a), loss, damage or injury to any other Exhibit or Exhibitor, any Agent of any other Exhibitor, or to the property of the RASV, or its members, or to the general public or any member of the general public, caused or contributed to or by any act or omission of an Exhibit of the Exhibitor or by the Exhibitor or any Agent of the Exhibitor; and
- without limiting Regulation 8.2(a), loss, damage or injury to the Exhibit, or to the Exhibitor or any Agent of the Exhibitor caused or contributed to by an act or omission of an Exhibit or by the transportation, feeding or housing of an Exhibit .

8.3 **Removal from Showgrounds**

Without prejudice to any other provision in these Regulations, where the RASV, its officers, employees, members, contractors or agents removes an Exhibit, or causes an Exhibit to be removed, from the Showgrounds, the Exhibit is removed or caused to be removed entirely at the risk of the Exhibitor. The person or persons removing the Exhibit will be deemed to be the agent of the Exhibitor, and his or her acts and omissions will be deemed to be the acts and omissions of the Exhibitor.

9. **INFORMATION HANDLING**

The RASV is bound by the National Privacy Principles of the *Privacy Act 1988* (Cth) and other applicable laws governing privacy.

9.1 **Collection of Personal Information**

- The RASV may collect, hold and use personal information about Exhibitors, their family members, invitees or Agents.
- The types of information that may be collected include names and contact details, credit card details, qualifications, results of the Exhibitor's entry into the relevant Event and any reprimand, fine, disqualification, withdrawal of an award or penalty imposed on the Exhibitor in connection with entry of the Exhibit in the

relevant Event. Information may also be collected from other Bodies relating to the Exhibitor's entry into events held by that Body including, without limitation, reprimands, fines, disqualifications, withdrawals of awards or penalties imposed.

- (c) Personal information is collected for the purpose of administration of Events and the Show, as well as related purposes including, without limitation, promoting the Events and the Show, maintenance of records of information relevant to qualifications for future events, maintenance of health and safety records in relation to Events, applicable insurance cover for Events and making claims under the RASV's insurance for incidents which involve an Exhibitor and occur during an Event.
- (d) Personal information may also be used for the purpose of informing Exhibitors about other events and services offered by the RASV (such as future Shows) by post. The RASV may send an Exhibitor publications and information about other events and services electronically, if the Exhibitor provides an email address for this purpose.

9.2 Sharing Personal Information

- (a) The RASV may share information with other organisations and service providers to assist in administering the Events and the Show, including co-sponsors of Events and health service providers, indemnity or insurance providers or other Bodies, or any entity that may subsequently administer the Show.
- (b) The RASV may also publish winners' details on its websites or publications or disclose information about an Exhibitor to the media for the purpose of publishing articles on the Exhibitor's participation in the Show, unless the Exhibitor has requested that the Exhibitor's personal information not be published or disclosed for these purposes.
- (c) The RASV may also disclose information if otherwise required or authorised by law.

9.3 Access And Correction

- (a) An Exhibitor may contact the RASV if the Exhibitor has a complaint or a query about the information handling practices of the RASV.
- (b) An Exhibitor may request that the RASV remove any personal information about that Exhibitor published in connection with an Exhibit or an Event from the RASV's publications. The RASV will, to the extent that it can reasonably do so and as soon as is reasonably practical, remove such information from the relevant publications.
- (c) An Exhibitor may request the RASV to provide access to any personal information held by the RASV about the Exhibitor, to the extent authorised by the Privacy Act and all other applicable laws. Those laws may not give rise to a right of access to all information or in all circumstances.
- (d) An access request must be made in writing, addressed to:
Privacy Officer
The Royal Agricultural Society of Victoria Limited
Melbourne Showgrounds
Epsom Road
Ascot Vale, Victoria, 3032

10. JUDGING

10.1 Interference

The Exhibitor and Agents of the Exhibitor must not consult, influence or interfere with a Judge or attempt to consult, influence or interfere with a Judge or do any other thing which may influence or interfere with the Judge's freedom of choice or judgement unless it is expressly authorised by the Relevant Schedule.

10.2 Indications of Ownership

The Exhibitor, any Agent of the Exhibitor and the Exhibit must not be equipped with or wear or display anything indicating the ownership of the Exhibit before or during judgment of the Exhibit unless it is expressly authorised by the Relevant Schedule.

10.3 Decision

Except as otherwise expressly provided in the Regulations, the decision of a Judge as to the merits of the Exhibit and the Exhibitor or either of them will be final, and the Exhibitor may not protest or appeal the decision.

10.4 Prizes

Subject to the Relevant Schedule, a Judge may in his or her opinion:

- (a) award a second or third prize in place of a first prize;
- (b) withhold a prize where a prize should not be awarded;
- (c) where there is a tie for any placing in an Event, award subsequent placings so that the next placing will be the

number of Exhibits already placed plus one (for example, if two Exhibits tie for first place, award a third for the next placing);

- (d) where all the prizes offered in an Event have been awarded and a further Exhibit is of sufficient merit to deserve a prize, make a reserve number of the further Exhibit; or
- (e) give commendations where they are deserved.

10.5 Disqualifications

Where an Exhibit or an Exhibitor is disqualified and the applicable award is forfeited, the RASV may (but is not obliged to) promote the Exhibit next in order to that prize, whether the Exhibit next in order was awarded a prize or a reserve number. Exhibits next in order, whether awarded a prize or reserve number, may also be promoted to the prize next in order.

10.6 Prize Cards

The Exhibitor must ensure that prize cards awarded for an Exhibit are displayed with the Exhibit while it is on exhibition.

11. PROTESTS AND APPEALS

Protests and appeals may only be made by Exhibitors with Exhibits in the class to which the protest relates.

11.1 Protest to Stewards

The Exhibitor may protest to either (but not both) the Chief Steward or Assistant Chief Steward of the relevant section in relation to conduct, judging or any other matter relating to an Event. A protest must be made in accordance with the procedures set out in the Relevant Schedule and be received by the Chief Steward or Assistant Chief Steward (as applicable) within 24 hours after the later of the Show's commencement or the commencement of the applicable Event.

11.2 Appeal

The Exhibitor may appeal against:

- (a) a decision made by the RASV pursuant to the Regulations; or
- (b) a decision of the Chief Steward or Assistant Chief Steward in relation to a protest under Regulation 11.1.

11.3 Form of Appeal

To be an appeal for the purpose of Regulation 11.2 an appeal made by the Exhibitor must be:

- (a) in writing setting out in reasonable detail the grounds for the appeal;
- (b) addressed to:
The Chief Executive Officer
The Royal Agricultural Society of Victoria Limited
Administrative Building
Melbourne Showgrounds
Epsom Road, Ascot Vale, Victoria 3032;
- (c) accompanied by a deposit of \$200.00 (or such other amount as is notified from time to time by the RASV for the purpose of this Regulation 11.3(c)); and
- (d) received by the Chief Executive Officer by 5 p.m. on the Business Day which is 10 Business Days after the day on which the decision the subject of the appeal was made.

11.4 Review Committee

For the purposes of this Regulation: a "Review Committee" will be comprised of three people selected by the RASV, being persons who were not part of, and who are independent of, the committee or personnel who made the decision the subject of the appeal.

Within a reasonable time after receipt by the Chief Executive Officer of an appeal complying with Regulation 11.3, the Review Committee will meet to consider the appeal.

11.5 Proceedings of the Review Committee

In considering an appeal, the Review Committee must:

- (a) give due consideration to the grounds of appeal submitted by the Exhibitor and to any other evidence submitted by the Exhibitor;
- (b) give the Exhibitor an opportunity to make oral representations to the Review Committee; and
- (c) in its discretion, call for and hear expert opinion.

11.6 Notification of Review Committee's decision

The Chief Executive Officer will notify the Exhibitor of the Review Committee's decision within 48 hours after that decision is notified by the Review Committee to the Chief Executive Officer. The decision of the Review Committee is final and the Exhibitor will not have any right of appeal in respect of the Review Committee's decision.

11.7 Forfeiture of deposit

Where an appeal is upheld by the Review Committee, the deposit referred to in Regulation 11.3 will be refunded to the Exhibitor when or within a reasonable time after the decision of the Review Committee is notified by the Chief Executive Officer to the Exhibitor. Where an appeal is not upheld by the Review Committee, the deposit referred to in Regulation 11.3 will be retained by the RASV.

12. ACCOMMODATION

12.1 No obligation to provide Exhibit space or accommodation

- (a) The RASV is not obliged to provide space for an Exhibit or accommodation for an Exhibitor or any Agent of an Exhibitor. For the purposes of these Regulations, "accommodation" includes provision of a space for a person to sleep.
- (b) Where the RASV, in its discretion, allocates space for an Exhibit or accommodation for an Exhibitor or any Agent of an Exhibitor, only the allocated areas may be used, and only for the purpose designated by the RASV.

12.2 Personal effects

The RASV has no responsibility or liability for any loss or damage:

- (a) suffered by an Exhibitor or any Agent of an Exhibitor using space provided for an Exhibit or accommodation for an Exhibitor or any Agent of an Exhibitor; or
- (b) caused to personal belongings, equipment or property which is brought onto the Showgrounds by an Exhibitor or any Agent of an Exhibitor.

13. FIRE REGULATIONS

13.1 Flames

The Exhibitor and any Agent of the Exhibitor must not smoke, cook, or heat water by any means whatsoever or use any device involving naked flame in or near any animal pavilion, stall, pen or locker.

13.2 Electrical Interference

The Exhibitor and any Agent of the Exhibitor must not:

- (a) subject to Regulation 13.3, use mains powered electrical devices in or near any animal pavilion, stall, pen or locker; or
- (b) alter or interfere with any electrical wiring, switch, plug or socket whatsoever on the Showgrounds.

13.3 Exceptions

Nothing in Regulation 13.2(a) prohibits the use of main powered electrical appliances which are, in the opinion of the RASV, essential to animal care, or the use of a light-bulb in a locker if the light-bulb is fitted in the socket provided.

14. VEHICLE PARKING

14.1 Loading and Unloading

With the prior consent of the RASV, Motor Vehicles of an Exhibitor or an Agent of an Exhibitor may enter the Showgrounds, or any area under RASV control, for the purpose of loading or unloading only. Motor Vehicles must not remain on the Showgrounds, or any area under RASV control, and must be removed immediately upon completion of loading or unloading.

14.2 Caravans

Caravans of an Exhibitor or an Agent of an Exhibitor must not enter or remain on the Showgrounds, or any area under RASV control, for any purpose, unless in accordance with the prior written consent of the RASV.

14.3 Tow Away

Any Motor Vehicle or Caravan entering or remaining on the Showgrounds, or any area under RASV control, in contravention of the Regulations or of any other parking rules or restrictions, may be removed from the Showgrounds, or any area under RASV control, by the RASV and stored. Any costs incurred by the RASV pursuant to this Regulation must be paid by the Exhibitor.

15. AGENTS

Any person acting or purporting to act as an agent of an Exhibitor is deemed to have given the RASV a warranty of his or her authority to so act, and the RASV is not required to make any inquiry as to that authority.

16. GOVERNING LAW

These Regulations are governed by the laws of Victoria.