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General Regulations



Royal National Capital
Agricultural Society

INTRODUCTION

1. The **General Regulations** apply to all sections of the Royal Canberra Show.
2. The **Special Regulations** apply only to the Section of the Show to which they are expressed to relate.
3. Unless expressly stated in the **General Regulations**, if there is an inconsistency between the General Regulations and any Special Regulations, the Special Regulations prevail.
4. The General Regulations must be read in conjunction with the Special Regulations of the relevant Section to which they relate.

DEFINITIONS

5. In the Regulations but subject to the context:

Allocated Area means an area allocated to an Exhibit by the RNCAS.

Animal Welfare Policy means the RNCAS' Animal Welfare Policy.

Applicant means the Person in whose name an Application for Entry is lodged with the RNCAS, whether or not the Application for Entry was signed by that Person and includes the representatives and agents of an Applicant.

Application for Entry means the form of application for entry of an Exhibit at the Show and includes entry forms.

Attendant means the Person in charge of and any handler of an Exhibit in the Showground and may include an Exhibitor.

Award means an item awarded by the RNCAS in recognition of achieving a certain standard in a Competition and includes a certificate, prize, cash prize, trophy, medal, ribbon and rosette.

Bedding means materials as approved by the RNCAS utilised on the floor of an Allocated Area.

Book includes a Stud Book, a Herd Book or a Flock Book.

Board means the RNCAS Board whose members are appointed pursuant to the Rules.

Catalogue means the RNCAS' Show Catalogue and, except where stated otherwise, means the Catalogue current at the time.

Chief Executive means the Chief Executive Officer of the RNCAS.

Chief Steward means the Steward appointed by the RNCAS to act as Chief Steward in respect of any Class and includes the Steward-in-Chief and any assistant Stewards-in- Chief of a section.

Claim includes any action, suit, cause of action, arbitration, debt, dues, costs, claim, demand, verdict and judgment either at law or in equity or arising under statute.

Class includes an Exhibition in respect of which an Award is scheduled.

Closing Date means the date prescribed by the RNCAS as the latest date by which an Application for Entry, Camping, Stabling etc. must be lodged with the RNCAS.

Committee means the committee responsible for the section, event or activity in question.

Competition means a contest between like Exhibits or Competitors.

Competitor means a Person competing in a Class whether or not, such Person is also the Exhibitor.

Conditions of Entry means all Regulations applicable to the section in which the Exhibit is entered and includes such other conditions as may be imposed by the RNCAS.

Council means the Council of the RNCAS.

Day of Exhibition means the day upon which an Exhibit competes before a Judge.

Disciplinary Procedures means the procedures undertaken to resolve an incident.

Entire, in relation to an animal, includes ungelded and unsplayed.

Entry Fee means a fee as determined by the RNCAS payable in relation to an Application for Entry.

Exhibit, when used as a noun, includes anything entered in any Class of the Show. Exhibit, when used as a verb, includes a parade, contest and display.

Exhibition includes a parade, contest, Competition and display.

Exhibitor means the Person on whose behalf an Application for Entry is lodged with and accepted by the RNCAS and includes the representatives and agents of an Exhibitor.

Exhibitors Pass means a pass issued by the RNCAS to an Exhibitor enabling entry to the Showground.

Fodder means food and feed for animals but does not include Bedding.

General Regulations means these regulations as amended from time to time by the RNCAS Board pursuant to the Rules.

Group Class means a Class where each Exhibit comprises two or more animals or items.

GST means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Health Declaration means a declaration in the form prescribed by the RNCAS.

Intellectual Property means all intellectual property rights existing worldwide and the subject matter of such rights including without limitation any patent, design (whether registered or not), copyright, trademark, trade secret, confidential information, business, technical and product information, or other right or benefit whether existing under any Act of Parliament or other law, or at common law or in equity.

Judge means a Person appointed by the RNCAS to adjudicate on a Class.

Judging Competition means a Competition where a prospective Judge is judged.

Misstatement or Misdescription includes the failure of an Exhibit to conform in all respects with the Application for Entry.

Nomination Fee means a fee as determined by the RNCAS payable in relation to an Application for Entry.

Official Produce Merchant means a produce merchant authorised by the RNCAS to supply Produce at a Show.

Official of the RNCAS includes a member of Council, the Chief Executive, a Steward or other Person appointed by the RNCAS to exercise a function.

Owner, in relation to an Exhibit, means the Person:

- (a) who is registered as the Owner of the animal in a Book; or
- (b) in whom the Ownership of the Exhibit is beneficially vested to the exclusion of any equitable interest or contractual right on the Day of Entry. A stock mortgage is not of itself sufficient to have transferred any legal Ownership or to have created any equitable interest.

Penalty includes:

- (a) a reprimand,
- (b) a monetary fine,
- (c) withdrawal or withholding of any Award,
- (d) a disqualification in respect of any Class,
- (e) suspension or termination of membership to the RNCAS,
- (f) expulsion from the Showground,
- (g) a handicap,
- i) a ban,
- (j) an exclusion,
- (k) prohibiting a Person from exhibiting or competing at the current Show or at any future Show,
- (l) a direction that an Exhibit be removed from the Showground; and
- (m) any other mandatory requirement.

Permanent Tooth means a tooth which has erupted from the gum in whole or in part.

Person includes a natural person, firm, partnership, company or corporation.

Produce means Fodder and Bedding.

Prohibited Relationship means there is a relationship between the Exhibitor and the Judge in any of the following circumstances:

- (i) the Exhibitor and the Judge are, or have within the preceding 2 years been, married or living in a de facto relationship,
- (ii) the Exhibitor or the Judge is, or has within the preceding 6 months been, a guest in the other's home,
- (iii) where in the preceding 6 months the Judge has judged the Exhibit in question,

- (iv) where in the preceding 2 years that Judge has provided to any Person training, instruction, advice or guidance in respect of the Exhibit,
- (v) the Judge, or a Person to whom the Judge is or has ever been married or lived in a de facto relationship with, bred (or in the case of an inanimate Exhibit, created or constituted) the Exhibit,
- (vi) either the Judge or the Exhibitor is the parent, child, brother, sister, uncle or aunt of the other,
- (vii) in the opinion of the Committee considering the matter, the Judge and the Exhibitor have a close business or professional relationship,
- (viii) in any other circumstance where, in the opinion of the Committee considering the matter, the relationship between the Judge and the Exhibitor is such that a fair-minded person could reasonably form the view that the Judge's assessment of the Exhibit may be influenced by factors other than the attributes of the Exhibit.

Prohibited Substance means any substance originating externally to an animal (and whether or not endogenous to the animal) capable of affecting the performance or behaviour of the animal by its action upon:

- (a) the central or peripheral nervous system,
- (b) the cardiovascular system,
- (c) the respiratory system,
- (d) the alimentary digestive system,
- (e) the Musculo-skeletal system; or
- (f) the urogenital system,

And includes without limitation:

- i) analgesics,
- ii) antihistamines,
- iii) anti-inflammatory agents,
- iv) blood coagulant,
- v) diuretics,
- vi) hormones and their synthetic counterparts,
- vii) cortico-steroid,
- viii) anabolic steroids,
- ix) local anaesthetics,
- x) muscle relaxants,
- xi) tranquillisers,
- xii) vitamins,
- xiii) antibiotics; and
- xiv) stimulants.

RNCAS means the Royal National Capital Agricultural Society.

RNCAS Staff Member includes all employees of the RNCAS.

Regulations means the General Regulations and Special Regulations.

Removal Notice means a direction to remove an animal, person, or thing, from the Showground, or relocate to another area of the Showground. This Removal Notice can be provided verbally or in writing by an RNCAS staff member or Councillor.

Ringmaster includes:

- (a) the Person appointed as such by the RNCAS,
- (b) any deputy Ringmaster appointed as such by the RNCAS; and
- (c) any Person exercising some or all of the functions of the Ringmaster.

Rules means the rules of the RNCAS as amended from time to time.

Sale includes an agreement to sell.

Schedule means the RNCAS' Show Schedule of Prizes defining the qualifications for entry in the various sections, subsections and the Classes of the Show.

Selling Agent means an agent who:

- (a) is authorised by the RNCAS to offer for Sale by auction; or
- b) sells by private treaty.

Show means the annual event known as the Royal Canberra Show held by the RNCAS, and includes any other Competition conducted by the RNCAS at any time of the year and whether or not in conjunction with the Royal Canberra Show.

Showground means the Showground occupied by the RNCAS for the duration of the licence agreement, and includes other areas occupied by the RNCAS at any time.

Single Class means a Class where each Exhibit comprises only one item.

Special Regulations means those regulations applicable to a particular section of the Show as determined by the Committee responsible for that section.

Steward means a Person appointed as such by the RNCAS.

Steward-in-Chief/Chief Steward means a Person appointed as such by the RNCAS.

Unethical Conduct includes the presentation as an Exhibit for judging:

- (a) of an animal other than in its natural conformation after normal feeding and grooming, except as otherwise provided either expressly or by necessary implication in the Regulations or in the definition of a Class in which the animal is entered,

- (b) of an animal having undergone any operation or procedure that:
 - (i) alters the structure, natural conformation or behaviour of any part of its body, including:
 - (A) the administration of any Prohibited Substance,
 - (B) any surgery,
 - (C) the administration of any drug or chemical,
 - (D) the attachment of any object or thing; or
 - (ii) changes by exaggeration, minimisation or otherwise its natural conformation or physical constitution or appearance.
- (c) of an inanimate object, that is created, constituted, formed or includes goods, substances or things not normally found in objects of like nature,
- (d) that is not the animal or object entered for the Class to be judged,
- (e) that is Exhibited in such a manner that it is unfair to the other Exhibits.
- (f) that is Exhibited in a manner that is unsportsmanlike,
- (g) that is Exhibited in a manner that is inimical to the lawful interests of the Exhibitor,
- (h) that is Exhibited before a Judge with whom the Exhibitor has a Prohibited Relationship.

Unseemly Behaviour means behaviour either in person or by publication through media and online channels which includes:

- (a) causing annoyance or disrespect by conduct or comment upon:
 - (i) the decision of a Judge,
 - (ii) any act or omission on the part of a Judge; or
 - (iii) any Official of the RNCAS on duty in the Showground,
 - (iv) any direction of any Official of the RNCAS.
- (b) discriminatory or insulting behaviour,
- (c) any behaviour, whether or not apparently sanctioned by the Regulations, that is considered by the RNCAS to be:
 - (i) unsportsmanlike,
 - ii) causative of dissent or divisiveness,
 - (iii) detrimental to the interests of the Show, the Competition, Exhibitors or spectators; or
 - (iv) inappropriate in all the circumstances.
- (d) Reckless or negligent actions which put the RNCAS at risk of breaching health & safety laws, breach of privacy, defamation, bullying and harassment or discrimination laws.

Veterinary Surgeon means any veterinarian who is appointed or engaged by the RNCAS' to provide veterinary services in connection with the Show.

Work Health & Safety Policy means the RNCAS' work health and safety policy.

REGULATIONS BINDING

6. All Applicants, Attendants, Exhibitors, Competitors, and every Person admitted into the Showground during a Show, are bound by the Regulations.

CONTROL OF THE SHOW

7. The Board, CEO or other such authorised representative of the Society shall have the power without assigning any reason to:

- (a) Prohibit the participation by any person or horse in any event or Class for which it is entered.
- (b) Cancel any event or Class.
- (c) Alter the time at which any Class or event is to take place.
- (d) Substitute a Judge at any time.
- (e) Remove any Exhibit from the showground.
- (f) Transfer an Exhibit or Exhibitor from any Class to any other Class.

8. The Exhibitor shall always comply with the directions or requests of the Board, CEO, or other such authorised representative of the Society. This shall without limiting the generality of the foregoing apply to the Entry, the Exhibit, the Exhibitor, the conditions of the event, the conduct of the Exhibitor, the conducting of the event, the decisions of the Judge and the awarding of the prize.

9. The Board, CEO or other such authorised representative of the Society reserves the right to adjudicate on any entry or upon any question in dispute or doubt and to make any determination upon any matter whether covered by the Conditions of Entry or not. The decision so made shall be final and binding and the Society shall thereby have sole and absolute control of all matters affecting the conduct of the Show and the Exhibits and Exhibitors.

10. There shall be no right of appeal to any court of law or other body from any decision made by the Board, CEO, or other such authorised representative of the Society.

CANCELLATION OF THE SHOW

11. It is agreed between the parties that, if in the sole discretion of the Board or the Chief Executive Officer or another authorised officer that the Show is to be partially or fully cancelled for any reason whatsoever, the Exhibitor shall not pursue the Society for the recovery of lost for any reason whatsoever, the Exhibitor shall not pursue the Society for the recovery of lost income or damages. This complete bar to an action applies to all headings of Law, whether it be Common Law in Contract or Tort or pursuant to any State, Territorial, or Commonwealth Statute Law.

12. It is acknowledged by the Exhibitor that the Society has no duty to have a Show in any particular year and that this Clause operates as a complete defence for the Society to any such action.

POWERS

13. The RNCAS has the sole and absolute control of all matters affecting the conduct of the Show and the Showground.

14. Any power or discretion of:

- (a) the RNCAS,
- (b) the Council,
- (c) any Committee,
- (d) any Official of the RNCAS, may be delegated in such manner and upon such conditions as may from time to time be determined by the RNCAS.

15. An act or determination of the Council or a Committee exercising a power or discretion authorised by the Rules or Regulations is an act or determination of the RNCAS.

16. The RNCAS may in its absolute discretion make any determination upon any matter.

17. A determination of the RNCAS shall be final.

MAKING OF REGULATIONS

18. General Regulations may be made and amended by the Board.

19. Special Regulations may be made and amended by the Council and Section Committee responsible for the relevant section.

20. Special Regulations may be published in the Schedule and/or Catalogue.

CATALOGUE AND SCHEDULE

21. The program for the Show is divided into Sections.

22. A section may be divided into subsections.

23. Sections and subsections may be divided into Classes.

24. Sections, subsections and Classes may be indicated by the RNCAS in the Schedule and/or Catalogue.

25. The RNCAS may make any change to:

(a) the program for the Show; and/or

(b) time and places, set out in the Schedule or Catalogue.

26. The names of any Judges and Stewards shown in the Schedule or Catalogue are subject to any changes that the RNCAS may make.

EXHIBITS

27. An Exhibitor who sells an Exhibit after Entry to the Showgrounds for competition remains:

(a) liable for that Exhibit,

(b) obliged to observe the Regulations.

28. Where an animal is under lease for stud purposes, the lessee may Exhibit the animal, but the relative lease must be produced to the RNCAS upon demand by the RNCAS.

29. All farm produce must be the production of the Exhibitor.

30. An Exhibit may not enter or compete in two Classes, except:

(a) horses; or

(b) where otherwise provided by the Schedule or the Conditions of Entry.

31. The entry of an Exhibit in a special Class described in the Schedule does not constitute an entry in a Class.

32. Except where otherwise provided by the Conditions of Entry, all first prize Exhibits of a section will be eligible to compete for championship honours.

33. An Exhibit may not be entered in a Class for which it is not eligible or qualified.

34. An Exhibitor or Attendant of an animal Exhibit must:

(a) use all reasonable steps to ensure that the Exhibit is housed and cared for in accordance with the Animal Welfare Policy,

(b) obey any direction from an Official of the RNCAS relating to the examination, testing, care and welfare of that Exhibit; and

(c) if called upon to do so by the RNCAS, surrender the Exhibit to the RNCAS if in the opinion of a Veterinary Surgeon, the Exhibit is in need of urgent veterinary attention.

CONSENTS, NOTICES AND DIRECTIONS

35. Unless otherwise stated in the Regulations, a consent, notice or direction of the RNCAS may be given either in writing or verbally by:

(a) any Official of the RNCAS; or

(b) such other person authorised by the RNCAS to do so.

36. Any notice in writing addressed and posted to an Applicant or Exhibitor at the address given in his Application for Entry, is deemed to have been received by the Applicant or Exhibitor 72 hours from the time of posting.

37. Any notice in writing emailed to an Applicant or Exhibitor at the email address given in the Application for Entry, is deemed to have been received by the Applicant or Exhibitor 24 hours from time stamp of the email.

APPLICATION FOR ENTRY

38. Every Applicant who wishes to become an Exhibitor must complete in its entirety and lodge with the RNCAS an Application for Entry.

39. The RNCAS may prescribe the form of Application for Entry.

40. An Application for Entry may refer to the Special Regulations applicable to the section or subsection to which such Application for Entry applies.

41. Every Applicant guarantees the correctness of the contents of every Application for Entry and accompanying documentation submitted by or on behalf of the Applicant.

42. An Applicant must not make any Misstatement or Misdescription in an Application for Entry, or any accompanying documentation lodged by, or on behalf of the Applicant.

43. Every Application for Entry must be signed by or on behalf of an Applicant.

44. If a Person signs an Application for Entry as a representative or agent of an Applicant:

(a) the representative or agent is deemed to have given a warranty of his authority to the RNCAS; and

(b) nothing relieves or modifies the obligations of the Applicant on whose behalf such Application for Entry was signed.

45. Every Application for Entry must be lodged with the RNCAS on or before the Closing Date.

46. The Closing Date in any section may be extended by the RNCAS.

47. The RNCAS may, at its discretion, accept an Application for Entry received after the Closing Date.

48. The RNCAS may:

(a) accept an Application for Entry,

(b) refuse or reject any Application for Entry,

(c) refuse to allow any Person to be an Exhibitor and/or Competitor; or

(d) cancel or withdraw the status of any Person as an Exhibitor and/or Competitor, without giving any reason for so doing.

49. An Applicant becomes an Exhibitor upon the acceptance of that Applicant's Application for Entry by the RNCAS.

50. Where an Applicant or Exhibitor comprises more than one Person and there is a dispute between those Persons concerning the Exhibit, the RNCAS may act in accordance with the wishes of the Person whose name first appears as Applicant or Exhibitor on the Application for Entry.

ENTRY FEE

51. An Entry Fee is payable in relation to every Application for Entry.

52. An Entry Fee is not refundable by the RNCAS unless the Exhibit is withdrawn with the consent of the RNCAS prior to the date specified by the RNCAS.

WITHDRAWAL OF ENTRIES

53. An Application for Entry may be withdrawn by an Applicant or Exhibitor:

(a) on the written request by the Applicant or the Exhibitor to the RNCAS; and

(b) In line with identified Withdrawal dates published by the RNCAS.

ACCESS TO THE SHOWGROUND

54. No animal may be brought onto the Showground unless it is an Exhibit in respect of which an Application for Entry has been accepted by the RNCAS or the RNCAS has provided its prior consent.

55. An Exhibit will not be admitted to the Showground unless:

(a) the Attendant is in possession of an Exhibition Pass,

(b) the Exhibit complies with the particulars as set out in the Regulations issued by the RNCAS,

(c) the Exhibition Pass is produced at the entry to the Showground; and

(d) any requirements of the RNCAS are met prior to the arrival of the Exhibit at the Showground.

56. Should there be any reason to suspect that any Exhibit is either diseased or dangerous, the RNCAS may refuse admission of such Exhibit to the Showground.

57. Each Exhibitor is deemed to guarantee and warrant to the RNCAS that each Exhibit brought upon the Showground is, at the time of its entering the Showground, free of any contagious or infectious disease and, if directed by the RNCAS, must produce a Health Declaration in respect to such Exhibit by the time specified by the RNCAS.

ARRANGEMENT OF EXHIBITS

58. An Exhibit must be on the Showground not later than the time specified in the Schedule.

59. Attendants must arrange their Exhibits as directed by an Official of the RNCAS.

60. Upon entry to the Showground, each Exhibit must be at immediately housed by its Attendant in its Allocated Area.

61. An Exhibit may not be housed in any other area apart from its Allocated Area without the consent of the Steward-in-Chief.

62. An Attendant:

(a) does not have any right to any Allocated Area; and

b) must vacate an Allocated Area upon being directed to do so by an Official of the RNCAS.

63. The Attendant must not change the external appearance of his Allocated Area nor make any change or alteration to the Allocated Area.

64. The Exhibitor or Attendant must at the Exhibitor's cost:

(a) keep the Allocated Area in good repair, order and condition at all times and ensure that he leaves the Allocated Area in the same repair, order and condition as it was immediately prior to occupation,

(b) always keep the Allocated Area and the adjacent Areas clean and free from waste and rubbish and ensure that his property is retained within the Allocated Area,

(c) immediately make good any damage caused or contributed to by the Exhibitor or Attendant to the Showground or any property of the RNCAS and if not attended to by the Exhibitor, the RNCAS may recover from the Exhibitor the cost of RNCAS making good such damage as a liquidated sum payable on demand.

65. Except in the case of a display of the RNCAS, no animal, other than an Exhibit, shall be displayed or exposed for sale in the Showground.

66. An Exhibitor, Competitor or Attendant must not:

(a) remove any notice, placard, ticket or Award, displayed, affixed, placed or posted by the RNCAS in the Showground,

- (b) display, affix, place or post any other notice, placard or ticket in the Showground; or
- (c) display affix, place or post any Award, whether singly or otherwise or as part of a rug or other composite article, other than an Award awarded pursuant to the Regulations, at that Show, without the approval of an Official of the RNCAS.

67. An Exhibit, Attendant, Exhibitor or Competitor must not appear on a Day of Exhibition in any part of the Showground set apart for judging purposes bearing any medal, ribbon or other mark which, in the opinion of an Official of the RNCAS, may influence the Judge.

IDENTIFICATION OF EXHIBITS

68. Each Attendant must point out each of his Exhibits for the purpose of identification and classification if requested to do so by any Official of the RNCAS.

69. Each Exhibit must be numbered and bear its number according to the Catalogue whilst being Exhibited.

70. Each Exhibit must bear any brand or distinctive mark or label corresponding with that (if any) described in the Application for Entry.

71. Each Exhibitor or Attendant, when directed to do so by any Official of the RNCAS, must:

- (a) produce evidence to the satisfaction of the RNCAS as to the correctness of the description contained in the Application for Entry,
- (b) point out each of his Exhibits for purposes of identification and classification; and/or
- (c) give the RNCAS a statutory declaration to the effect that:
 - (i) the description of an Exhibit set out in the Application for Entry is accurate in every particular; and/or
 - (ii) the Exhibit is in every way qualified for entry in the Class in which it has been entered.

PARADING AND EXHIBITION OF EXHIBITS

72. Each Exhibit must be Exhibited as directed by the RNCAS.

73. All Exhibits, whilst participating in a competition or a parade, must carry a breast plate or other identification provided by the RNCAS in such a manner as the RNCAS may direct.

74. Every Competitor or Attendant of an Exhibit in an Exhibition must be attired in accordance with directions given by the RNCAS, where applicable.

JUDGING

75. An Exhibitor is not permitted to be with a Steward or Judge during the time of judging an Exhibit without the approval of the Steward, Judge or Chief Steward.

76. If a Judge has reason to doubt:

- (a) the age specified in respect of any livestock Exhibit; or

(b) whether an Exhibit is qualified to compete in the Class in which it is presented for judging,

he/she must refer the matter to the Chief Steward, who may make such enquiries and require such evidence as he/she considers appropriate in order to establish whether or not the Exhibit is eligible to compete in the Class.

AWARDS

77. Awards provided to Exhibits shall be distinguished by the following colours:

PURPLE for Supreme Champion	YELLOW for Fourth
RED, WHITE and BLUE for Champion	GREEN for Fifth
GREEN for Reserve Champion	BROWN for Sixth
BLUE for First	PINK for Seventh
RED for Second	LILAC for Eighth
WHITE for Third	

78. An Exhibit may not receive an Award if, in the opinion of the Judge, it is unworthy of such Award.

79. The RNCAS may:

- (a) cancel or vary any Class or Award; or
- (b) alter or amend the specification, conditions or requirements applying to any Class or Award.

80. An Award awarded at the Show and left unclaimed for a period in excess of six months may be forfeited by the prize-winner and cancelled by the Committee at its absolute discretion.

81. An Award may be withheld if:

- (a) any description or particulars furnished by the Exhibitor in the Application for Entry or accompanying documentation is erroneous; or
- (b) any doubt exists in the mind of the Judge and of the Chief Steward of the Class in which such Exhibit is presented as to whether such Exhibit is qualified to compete in such Class. Should an Award be withheld pursuant to General Regulation 81, the Award may only be awarded to another Exhibit at the discretion of the Judge and or the Chief Steward of the relevant Class.

82. The RNCAS may publish to any Person the result of any judging process, including without limitation any comments by the Judge and any reason why the Exhibit did, or did not, receive an Award, or was considered (by the Judge or the RNCAS) ineligible for an Award. No Person shall have any right of action against the RNCAS, or the Judge, in respect of any such publication.

PERPETUAL TROPHIES

83. Perpetual Trophies remain the property of the RNCAS. Ownership of the trophy does not pass to the winning Exhibitor; however, the winner's name will be engraved on the trophy.

SPONSORSHIP PRIZES

84. The RNCAS advises prizes are provided by sponsors or third parties and such prizes may be subject to change or amendment and that this may occur at any time, thereby making the original information published incorrect. The RNCAS will not be held responsible for a sponsor or third party failing to honour their agreement.

PRIZE MONEY

85. All prize money will be paid by the RNCAS via Electronic Funds Transfer as soon as reasonably practicable.

86. Exhibitors must supply a valid BSB and Bank Account Number at the time of submitting entries via the online entry system. Should an Exhibitor not submit valid banking details all prize monies will be forfeited.

87. If for any reason a Sponsor is not forthcoming with sponsored prize money, the identified prize money will not be paid by the RNCAS at the amount that is printed in the relevant Section of the Schedule.

PRIZE MONEY AND GST

88. The Australian Taxation Office has deemed that GST is payable on prizes if an Exhibitor is registered for GST and enters an Exhibit as part of a business enterprise.

89. The information an exhibitor provides on the Application for Entry determines whether GST is applicable. Any prize money stated in this Schedule does not include GST.

90. GST will not apply if:

- a. an Exhibitor enters an Exhibit as a hobby or private recreational pursuit; or
- b. an Exhibitor enters an Exhibit as part of a business enterprise, the exhibitor has an ABN but the exhibitor is not registered for GST.
- c. an Exhibitor enters an Exhibit as part of a business enterprise, the exhibitor is not entitled to an ABN as the business or enterprise is not operating in Australia.

91. GST will apply if an Exhibitor enters an Exhibit as part of a business enterprise, the Exhibitor has an ABN and the Exhibitor is registered for GST.

92. Where GST applies, the Society will pay the prize money quoted in this Schedule plus 10% GST. The Society will issue a recipient created Tax Invoice.

93. **WARNING:** The Exhibitor must complete the Tax Details on the Application for Entry. Failure to do so will result in the Society deducting 47% of the successful exhibitor's prize money as Pay as You Go Tax (PAYG). The Society recommends that the Exhibitor seeks professional advice before completing the Tax Details.

PROTESTS

94. An Exhibitor, Attendant or Competitor may enter a protest against any decision or act or omission on the part of:

- (a) a Judge,
- (b) the RNCAS; or
- (c) any Official of the RNCAS in connection with the judging of a Class.

95. A protest must:

- (a) be in writing,
- (b) set out the circumstances relied upon,
- (c) be accompanied by a fee determined by the RNCAS
- (d) be lodged with the relevant Section Manager at the Section Office in line with the Special Regulations provisions of the relevant Section.

96. Protests will be heard and determined by the Committee responsible for that section or chairman of that Committee or Council.

97. Upon hearing and determining of any protest, those hearing the protest may take and act upon such evidence as they think fit regardless of the ordinary rules of evidence.

98. The fee accompanying the protest may be forfeited to the RNCAS if the protest is, in the opinion of the RNCAS, frivolous.

99. The determination of a protest is final and binding upon all parties and there is no right of appeal.

FODDER, BEDDING AND FEEDING

100. An Exhibitor is responsible for feeding and watering his Exhibits.

101. No Person may sell Fodder or Bedding on the Showground prior to, during or after the Show except with the prior written consent of the RNCAS.

102. It is the responsibility of an Exhibitor to arrange for his Exhibit's Fodder requirements.

103. It is the responsibility of an Exhibitor to arrange for his Exhibit's Bedding requirements.

104. The Official Produce Merchant will:

- (a) open the store selling Produce on the Showground from the first day exhibitors are allowed to enter the Showground until the last day of the Show,
- (b) make deliveries of Produce on the Showground between the hours of 7:30am and 4:30pm each day,
- (c) report any breach of the Regulations coming to their notice to the RNCAS; and
- (d) ensure that the opening hours of the Produce store are between the hours of 7:00am and 6:00pm each day of the Show and such days and hours as directed by the RNCAS.

VETERINARY TREATMENT

105. The RNCAS may (but is not obliged to) provide a 24 hour service by a Veterinary Surgeon during the Show which is available for a fee to the Exhibitor:

- (a) for first aid treatment of Exhibition related emergencies and incidents,
- (b) for drugs and materials used in such a service; and
- (c) for continuing service if required by the Exhibitor.

106. If an Exhibitor wishes to have his Exhibit attended to by his nominated veterinarian while the Exhibit is on the Showground, the Exhibitor must first make arrangements for that purpose with a Veterinary Surgeon. The Exhibitor or Attendant must notify the Section Head of the relevant Section who can arrange admittance of the Veterinary Surgeon to the Showground.

107. Despite any other General Regulation, the RNCAS has power to take all such steps as it may in its discretion consider necessary or desirable in relation to the welfare of any animal on the Showground.

REMOVAL OF EXHIBITS

108. The RNCAS may in its absolute discretion issue a Removal Notice to an Attendant.

109. If, in the opinion of a Veterinary Surgeon, an animal Exhibit on the Showground is so injured or affected by sickness, disease or other ailment or is so dangerous so as to warrant its destruction or its removal either from the Showground or to another location within the Showground, the Veterinary Surgeon may:

- (a) have the animal destroyed; and/or
- (b) serve a Removal Notice on the Attendant.

110. The Attendant upon receiving a Removal Notice must:

- (a) move the Exhibit to the location requested; and
- (b) do so within the time prescribed in the request.

111. If the Attendant does not remove the Exhibit to the location within the time prescribed, the RNCAS may remove the Exhibit or cause the Exhibit to be removed.

112. All costs and expenses of removal must be borne by the Exhibitor and, if paid by the RNCAS, must be refunded to the RNCAS by the Exhibitor.

113. The Person removing an Exhibit, whether appointed by the RNCAS or not, is the agent of the Exhibitor and all acts and omissions of the Person removing an animal are the acts and omissions of the Exhibitor.

114. All costs of or incidental to:

- (a) the delivery of the Exhibit to its Allocated Area,
- (b) moving the Exhibit within the Showground; and

(c) removing the Exhibit from the Showground, must be borne by the Exhibitor.

CONDUCT

115. A Person must not engage or be knowingly involved in Unethical Conduct.

116. A Person must not engage in Unseemly Behaviour.

117. The Committee responsible for the relevant section or the application of the Disciplinary procedures are the sole arbiters as to whether conduct or behaviour constitutes Unethical Conduct or Unseemly Behaviour.

118. The determination of the Committee responsible for the relevant section or the persons undertaking the Disciplinary procedures in relation to Unethical Conduct or Unseemly Behaviour is final and binding on all parties and there is no right of appeal.

ADMISSION TO SHOW

119. The RNCAS may have partial or exclusive use of any part of the Showground which may, in its opinion, be required for any purpose in connection with conduct of the Show.

120. Acceptance of a Person's admission fee by the RNCAS entitles the Person to:

- (a) enter the Showground; and
- (b) have access to those parts of the Showground made available by the RNCAS.

121. Acceptance of a Person's admission fee by the RNCAS does not entitle the Person to enter an area:

- (a) in respect of which an additional payment is required; or
- (b) reserved by the RNCAS for any purpose.

122. Any member of Council may at his absolute discretion authorise the ejection of a Person at any time from the Showground or any part of the Showground.

123. Every Person occupying a stand or other seating on the Showground must vacate the stand or other seating if, and when required so to do by any Official of the RNCAS

124. A Person must leave the Showground or part of the Showground immediately upon being required so to do by any Official of the RNCAS.

125. No Person may:

- (a) give, sell, advertise, distribute, display or canvas any goods, livestock or matter,
- (b) present or advertise any entertainment, attraction or display; or
- (c) solicit, canvas, advertise or do any act, matter or thing for the purpose of or as an inducement for or incidental to the collection or contribution of money or goods; or
- (d) do any act, matter or thing to induce or calculated or designed to induce or for the purpose of inducing any Person to join any club, association, society or other body, upon the Showground without the written permission of the RNCAS.

126. Gambling, games of chance and disposing of any property by lot or chance are not permitted in the Showground.

127. No entertainment in respect of which a charge is made, other than that provided by the RNCAS, is permitted upon the Showground without the written permission of the RNCAS.

PROHIBITED SUBSTANCE

128. A Person must not administer a Prohibited Substance to an Exhibit, except as permitted by the Regulations.

129. The Exhibitor, the Owner and Attendant of any Exhibit to which a Prohibited Substance has been administered is in breach of the Regulations unless the Prohibited Substance is:

- (a) permitted by the Regulations to be administered; and
- (b) administered to the Exhibit in accordance with the procedures set out in the Regulations.

130. An Exhibit to which a Prohibited Substance has been administered in breach of the Regulations must be removed from the Showground upon demand by the RNCAS.

131. The administering of antibiotics, except procaine penicillin, may be permitted provided:

- (a) a Treatment Notification Form is submitted in accordance with the Regulations; or
- (b) in the case where a Treatment Notification Form has already been submitted, the antibiotics are administered in accordance with the procedures set out in the Regulations.

132. A Treatment Notification Form must be:

- (a) completed if a Prohibited Substance has been administered to an Exhibit within:
 - (i) in the case of hormones and their synthetic counterparts, cortico steroids and anabolic steroids, 180 days; and
 - (ii) in all other cases, 14 days, before the Day of Exhibition,
- (b) signed by a qualified veterinarian,
- (c) submitted to the Superintendent's office of the relevant section by 6pm on the day before the Day of Exhibition.

133. An incomplete Treatment Notification Form may be rejected by the RNCAS and if that occurs, the Exhibit must not compete in any event unless, prior to that event:

- (a) the Exhibit has been examined as contemplated in General Regulations 136,
- (b) the Exhibitor has paid to the RNCAS an examination fee as determined by the relevant Committee; and
- (c) permission to compete has been given in writing by the Chairman of the Veterinary Committee or a Veterinary Surgeon.

134. A Prohibited Substance must not be administered to an Exhibit after submission of a Treatment Notification Form in respect of that Exhibit except:

(a) with prior written permission of the Chairman of the Veterinary Committee or a Veterinary Surgeon; and

(b) by a Veterinary Surgeon.

135. Where there has been compliance with the Regulations, an Exhibit to which a Prohibited Substance has been administered may be Exhibited:

(a) at the discretion of the Chairman of the relevant Committee (who may consult with the Chairman of the Veterinary Committee); and

(b) subject to such conditions as the Chairman of the relevant Committee may impose.

136. The RNCAS may in its discretion and at any time, cause an examination to be made of an Exhibit by a Veterinary Surgeon who, during such examination, may:

(a) take such samples (including, without limitation, urine, blood, saliva and faeces) from such Exhibit as he considers necessary or advisable,

(b) have such samples tested by such methods and procedures as he considers appropriate; and

(c) examine the Exhibit for desensitised limbs.

137. Any Exhibit found by a Veterinary Surgeon to have a limb (or part thereof) desensitised is deemed to have had administered to it a Prohibited Substance in breach of the Regulations.

139. Where, prior to an event, a Veterinary Surgeon is of the opinion that a Prohibited Substance may have been administered to an Exhibit, the Veterinary Surgeon may require that the Exhibit be examined prior to competing in that event.

140. The RNCAS may publish procedures relating to the examination of Exhibits. Such procedures are binding on Exhibitors, Owners and Attendants.

DISCIPLINE

141. If there is any inconsistency between General Regulations 141 to 162 (inclusive) and any other Regulations, General Regulations 141 to 162 (inclusive) prevail.

142. The persons responsible for the Disciplinary procedures hears and determines all complaints, allegations and other matters relating to:

(a) Prohibited Substances,

(b) any alleged breach of the Regulations by an Exhibitor, Competitor or Attendant, except if the alleged breach is of a kind that the Chairman of the relevant Committee considers is of a less serious nature and should properly be dealt with by that Committee; and

(c) any other alleged breach of the Regulations that may be referred to the person undertaking the Disciplinary procedures upon the oral or written request of the President of the RNCAS, any Chairman of a Committee or the Chief Executive.

143. The Disciplinary procedures engages such members of Board as are appointed by the Council from time to time.

144. The Council may appoint a member of the Disciplinary Committee as Chairman of the Disciplinary Committee.

145. For the purpose of any proceedings of the Disciplinary Committee, the Disciplinary Committee must comprise, subject to General Regulation 146, no less than three of its members and those Persons constitute the Disciplinary Committee for the purpose of those proceedings. In the case of any proceedings relating to a Prohibited Substance, the Chairman of the Veterinary Committee or a Veterinary Officer nominated by the Disciplinary Committee must be in attendance

146. If a member of the Disciplinary Committee dies or becomes otherwise unable or unwilling to participate in proceedings:

(a) prior to the commencement of any hearing in relation to the matter, then the Chairman of the Disciplinary Committee shall appoint a replacement; and

(b) after the commencement of any hearing in relation to the matter, then the remaining members of the Disciplinary Committee shall constitute the Disciplinary Committee for the purpose of concluding the proceedings.

147. Proceedings before the Disciplinary Committee may be initiated:

(a) upon the request of the President of the RNCAS, any Chairman of a Committee, the Ringmaster or the Chief Executive,

(b) upon receipt by the Chairman of the Disciplinary Committee of a written complaint relating to a matter referred to in paragraphs (a) or (b) of General Regulation 14,

(c) by the Chairman of the Disciplinary Committee on his own motion.

148. Despite General Regulation 147, proceedings before the Disciplinary Committee may not be initiated where any alleged breach of the Regulations is of a kind that the Chairman of the Disciplinary Committee considers is of a less serious nature and should be dealt with by the relevant Committee.

149. Upon initiation of any proceedings before the Disciplinary Committee, the Chairman of the Disciplinary Committee may:

(a) select the members of the Disciplinary Committee who are to constitute the Disciplinary Committee for the purpose of those proceedings,

(b) appoint one of those Persons as chairman of that Disciplinary Committee; and

(c) give all such directions as are necessary to ensure the efficient disposition of the proceedings.

150. The Disciplinary Committee may conduct proceedings at any time between 6am and 11pm on any day.

151. All Persons who constitute the Disciplinary Committee for the purpose of any proceedings must be present at any hearing conducted by the Disciplinary Committee.

152. A Person whose conduct is called into question in any proceedings before the Disciplinary Committee may be given notice of a hearing. It is sufficient for such notice to be given orally and by any Person acting with the apparent authority of the RNCAS.

153. The Disciplinary Committee may conduct proceedings notwithstanding that any Person who has been given notice fails to attend the proceedings.

154. The Disciplinary Committee is not bound by any rules of evidence and may conduct the proceedings with the minimum of formality and in such a manner as it sees fit.

155. The Disciplinary Committee may require any Person to attend at any proceedings of the Disciplinary Committee and to furnish such information and evidence and to produce such documents relevant to the proceedings as to the Disciplinary Committee sees fit.

156. No Persons shall be legally represented before the Disciplinary Committee.

157. The Disciplinary Committee may announce its decision orally or in writing. A decision that is announced orally shall have effect in accordance with its terms.

158. If the opinion of the members of the Disciplinary Committee is not unanimous, the decision of the majority must prevail. If the members of the Disciplinary Committee are equally divided on any question concerning the guilt or innocence of a Person, the question must be resolved in that Person's favour.

159. If the Disciplinary Committee considers that there has been a breach of the Regulations, it may subject to General Regulation 173 impose such Penalty as it considers to be appropriate.

160. If the Disciplinary Committee, having conducted any proceedings, is of the opinion that the complaint or allegation which led to the initiation of the proceedings was made:

(a) frivolously,

(b) without sufficient evidence to justify the making of the complaint or allegation; or

(c) out of ill will, spite or in bad faith, the Disciplinary Committee may decide that:

(i) financial compensation be provided to the Person the subject of the complaint or allegation in respect of expenses actually incurred in dealing with the matter,

(ii) there be a Penalty imposed on the Person considered by the Disciplinary Committee to have acted in any manner described in (a) to (c) of this General Regulation, and the RNCAS shall take all such action as may be necessary to give effect to such a decision of the Disciplinary Committee.

161. The Disciplinary Committee's decision is final and there is no right of appeal from any decision of the Disciplinary Committee.

162. The RNCAS may publish to any Person the result of any proceedings before the Disciplinary Committee.

PENALTIES

163. The Council may, in the event of any breach of the Regulations not previously dealt with by the Disciplinary Committee, impose a Penalty that the Council thinks fit.

164. A penalty notice may be given to the Person on whom the Penalty is imposed.

165. The penalty notice may:

- (a) be in writing,
- (b) specify the time and the place any monetary penalty must be paid by or Award returned,
- (c) be addressed to the Person on whom the Penalty is imposed; and
- (d) either be:
 - (i) delivered by hand to the Person on whom the Penalty is imposed; or
 - (ii) posted by prepaid post to the Person's last known place of abode or business.

166. A penalty notice:

- (a) is deemed to have been delivered by hand if, during the Show, if it is left at the Allocated Area for the Person upon whom the Penalty is imposed either with that Person or with another Person who appears to be over the age of eighteen years,
- (b) if posted, is deemed to have been received by the Person upon whom the Penalty is imposed 72 hours from the time of posting.

167. If a monetary penalty is not paid or Award not returned to the place within the time specified in the penalty notice:

- (a) the monetary penalty is recoverable as a debt due to the RNCAS,
- (b) the RNCAS may seize and retain any Exhibit or other property on the Showground of the Person upon whom the Penalty is imposed,
- (c) the RNCAS may prohibit the Person upon whom the Penalty is imposed from Exhibiting at any Show.

168. The power of seizure contained in General Regulation 167 also applies in the case of an Exhibitor failing to pay any other money due to the RNCAS.

169. The RNCAS may detain any Exhibit on the Showground for such time as the RNCAS may consider necessary.

170. An Exhibit or goods of any kind may be detained by the RNCAS in the event of non-payment of rent, fine or dues, or for any other cause, and shall not be released without the permission of the RNCAS but may be sold by the RNCAS as and when and upon such terms as the RNCAS may decide in its absolute discretion.

MONETARY PENALTIES

171. The RNCAS may set the monetary value of a monetary penalty from time to time.

172. Any Exhibitor of an equine or bovine animal who fails to parade the Exhibit when called upon to do so by the Chief Steward may incur a penalty.

173. In the case of an Exhibitor who is in breach of any of the General Regulations 128 to 140 (inclusive) the following minimum Penalties apply:

First Offence

- (a) any Award, including any prize money, won by the Exhibit in any Class is forfeited,
- (b) the Exhibitor is banned from competing in any event conducted by the RNCAS for a period of 13 calendar months,
- (c) the Exhibit is banned from entry into any event conducted by the RNCAS for 13 calendar months,
- (d) the Exhibitor must pay the RNCAS a minimum monetary penalty of \$2,000
- (e) despite (a) to (d) above, the Disciplinary Committee may in extenuating circumstances determine the penalty for the first offence may be less than provided to (a) to (d).

Second Offence

- (f) any Award, including any prize money won by the Exhibit in any Class is forfeited,
- (g) all prize money won by the Exhibitor with any Exhibit at the Show in question is forfeited.
- (h) the Exhibitor is banned from competing in any event conducted by the RNCAS for a period of 37 calendar months.
- (i) the Exhibit is banned from entry into any event conducted by the RNCAS for a period of 25 calendar months
- (j) the Exhibitor must pay the RNCAS a minimum monetary penalty of \$5,000.

Third Offence

- (k) the Award, including any prize money, won by the Exhibit in any Class is forfeited,
- (l) all prize money won by the Exhibitor with any Exhibit at the Show in question is forfeited,
- (m) the Exhibitor is banned from competing in any event conducted by the RNCAS at any future time,
- (n) the Exhibit is banned from entry into any event conducted by the RNCAS at any future time, whether or not owned by the person who was the Owner of the Exhibit at the time of the offence. In addition, the Exhibitor may be required to pay an amount which reimburses the RNCAS for costs and expenses incurred, or to be incurred, in relation to the presence, or suspected presence, of a Prohibited Substance in an Exhibit.

RECOGNITION OF PENALTIES

174. The RNCAS may recognise and act upon any Penalty imposed by any other similar society, organisation or body in Australia on any Person or Exhibit.

RELEASES AND INDEMNITIES

175. The RNCAS, RNCAS Staff Members and Officials of the RNCAS shall not be liable to any Person for any loss or damage by reason of any defect, accident, negligence, neglect or breach of duty howsoever arising.

176. Each Applicant, Attendant, Exhibitor, Competitor and every Person admitted into the Showground:

(a) releases the RNCAS, RNCAS Staff Members and Officials of the RNCAS from and against all Claims by the Applicant, Attendant, Exhibitor, Competitor or the Person admitted into the Showground or any Person claiming by or through the Applicant, Attendant, Exhibitor, Competitor or the Person admitted into the Showground in connection with any act, matter or thing done or omitted by the RNCAS, RNCAS Staff Members or Officials of the RNCAS, whether deliberately, inadvertently or negligently;

(b) indemnifies the RNCAS, RNCAS Staff Members and Officials of the RNCAS against all Claims by any Person in connection with any act, matter or thing done or omitted by that Applicant, Attendant, Exhibitor, Competitor or Person admitted into the Showground or its Exhibits, employees or agents.

177. An Exhibitor's or Competitor's participation in any Exhibition, or Competition, entertainment or activity is at his own risk.

178. Every Person who enters the Showground does so at his own risk.

179. The RNCAS, RNCAS Staff Members and Officials of the RNCAS are not responsible or liable for any error, Misstatement or Misdescription appearing in any:

(a) Schedule,

(b) Catalogue,

(c) Application for Entry,

(d) form,

(e) advertisement; or

(f) notification, whether advertised, posted, displayed or published.

180. An Exhibitor who sells an Exhibit must indemnify the RNCAS, RNCAS Staff Members and Officials of the RNCAS against any Claim at the instance of any Person purchasing or otherwise acquiring an interest in the Exhibit.

181. A Person acquiring the Ownership of or any interest in an Exhibit sold on the Showground:

(a) does not have any Claim against the RNCAS, RNCAS Staff Members or Officials of the RNCAS in respect of the Exhibit to which the Exhibitor would not himself have had the Exhibitor continued to be the Owner of the Exhibit; and

(b) has the same obligations and liabilities to the RNCAS, RNCAS Staff Members and Officials of the RNCAS as he would have if he were the Exhibitor.

INSURANCE

182. The RNCAS may (but is not obliged to) take out a policy of insurance in respect of the legal liability on the part of an Exhibitor for loss or damage suffered by a third party caused by any act or omission of an Exhibit or the Exhibitor.

183. The RNCAS, RNCAS Staff Members and Officials of the RNCAS are not liable to any Exhibitor if the RNCAS fails to take out a policy of insurance effectively protecting any Exhibitor or Exhibit, or if any such policy does not operate to indemnify the Exhibitor in respect of the loss or damage in question.

GST

184. Unless specified all monetary amounts, including fees, commissions, Penalties and Awards, set out in the Regulations are exclusive of GST.

185. If the RNCAS is or becomes liable to pay GST in relation to the monetary amounts specified in General Regulation 184, GST will be added to such amount.

186. Where applicable, an Exhibitor must issue a valid tax invoice and do all things necessary to ensure that the RNCAS is able to claim an input tax credit, set off, rebate or refund.

WORK HEALTH AND SAFETY

187. All Persons entering the Showground must comply with Work Health and Safety (WHS) Laws, and if required under the legislation, have in place their own WHS Policy and safe systems of work for their activities. All Participants must consult, cooperate and participate with the RNCAS' WHS Programs and comply with all reasonable direction of the RNCAS' Work Health and Safety Policy.

ENVIRONMENT OBLIGATIONS

188. An Exhibitor, Competitor or Attendant must not bring or permit any other Person to bring onto the Showground any dangerous, noxious, volatile, explosive, inflammable or environmentally hazardous substance or compound in any form or substance or thing unless all necessary approvals and the RNCAS' consent are first obtained and the hazardous material is essential for the Exhibitor or Competitor to compete in a Competition.

189. An Exhibitor, Competitor or Attendant must not contaminate or pollute the Showground or any other property real or personal, or any part of the environment with any hazardous material.

190. If an Exhibitor, Competitor or Attendant causes or contributes to any pollution or contamination of the Showground then the Exhibitor, Competitor or Attendant must at his own cost and expense remove all hazardous material causing or contributing to the pollution or contamination from the Showground and immediately make good any damage caused and comply with all requirements from any relevant authority in respect of the contamination including notices to make good and pay fines.

RNCAS INTELLECTUAL PROPERTY

191. All Persons acknowledge and agree that RNCAS owns the Intellectual Property.

(a) No Person may use the Intellectual Property, or any part or element thereof, without RNCAS' written permission.

(b) RNCAS may from time to time, but only in writing signed by the Chief Executive, grant to a Person a nonexclusive licence to use the Intellectual Property, or an element thereof:

- (i) for a particular purpose,
- (ii) in a particular manner and style,
- (iii) for a particular period of time.

(c) If any Person fails to use the Intellectual Property strictly in accordance with the terms of any such licence, that licence ipso facto terminates.

(d) The Person to whom RNCAS has granted a nonexclusive licence to use the Intellectual Property, or any element thereof, indemnifies RNCAS against all Claims related to, arising out of or connected with such use.

192. All Persons acknowledge and agree that RNCAS owns the Intellectual Property.

CONSENT OF IMAGES

193. Exhibitors, owners and competitors agree to the RNCAS publishing or reproducing information and images associated with them and with their Exhibits at any time, in any medium, for any purpose. This includes live streaming of video, if utilized at the Show.

WORKPLACE SURVEILLANCE ACT

194. EPIC operates surveillance cameras from EPIC Head Office Security, and such cameras are in around facilities requiring security monitoring for the safety, security of individuals and property. RNCAS also has access to EPIC property. RNCAS also has access to EPIC security cameras and vice versa. Please note that security camera monitoring is continuous and ongoing, and it is deemed that a person, by entering the Showground, consents to this photographing, filming or taping. RNCAS strictly complies with the Workplace Surveillance Act 2011.

FIRE REGULATIONS

195. Smoking or the use of any device involving naked flames in or within vicinity of a horse pavilion, cattle pavilion, stable or stall is strictly prohibited. Non-compliance with this Regulation will result in the instant removal from the Showground of the non-compliant person(s).