

GENERAL REGULATIONS

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Royal Agricultural Society of Tasmania

1. Regulations and their Interpretation

1.1. These Regulations

These regulations are to be read with any Special Regulations of the Royal Agricultural Society of Tasmania (RAST). When the word "regulations" is used it means all of the General Regulations the Schedule and any Special Regulations that are referred to.

1.2. Regulations and Amendments

The Board may from time to time amend these regulations and any other regulation of the RAST in the manner permitted by the Constitution.

1.3. Definitions

All words and phrases will have the meaning given to them in the Schedule to the General Regulations.

1.4. Interpretation

These regulations will be given their ordinary meaning as assisted by the Dictionary.

1.5. Binding on all entrants and Exhibitors

All regulations will bind everyone who participates in any event or enters any Exhibit with the RAST or who enters upon the Showground or who otherwise deals with the RAST for any purpose.

1.6. Publication

These regulations and any other Special Regulations may be obtained from the RAST upon request.

1.7. Special Regulations Applicable to particular Sections

The RAST may make Special Regulations in relation to various sections of the Royal Hobart Show (Show) or in relation to any event conducted or promoted by the RAST. Special regulations may be published in the RAST's Competition Schedules or Show Catalogues. Special regulations complement but otherwise operate subject to the General Regulations.

1.8. Governing Law

The laws of Tasmania govern the regulations.

2. Membership of RAST

- 2.1. A person may become a member of the RAST on payment of a membership subscription. The membership is current from 1 April to 31 March the following year.
- 2.2. Members of the RAST are entitled to certain rights and privileges in accordance with their category of membership. All members other than Junior and Honorary Members, may attend and vote at general meetings of the RAST.
- 2.3. Competitive Exhibitors of selected sections and all commercial Exhibitors must be financial members of the RAST. Variations to or waiver of this requirement will be at the discretion of the Board.

3. Delegation of Powers and Discretions

Any power or discretion vested in the RAST may be delegated with the approval of the Board or the Chief Executive as permitted under the Constitution.

4. Work Health & Safety

Any RAST Work Health & Safety Policy has effect as if part of these General Regulations. Information about any such Policy may be obtained from the RAST.

5. Cheques and Negotiable Instruments

Any cheque, credit card or negotiable instrument received by the RAST is received as a conditional payment only, and subject to payment upon presentation.

6. Commercial Exhibitors

Participation in the Royal Hobart Show requires compliance with the Terms and Conditions of the Show Licence Agreement, including the rules and regulations of the Society (so far as applicable) and the version of the Exhibitors' Manual prevailing at the time.

7. Competitive Exhibitors

7.1. Conduct of Exhibitors

7.1.1. Compliance by family, invitees and agents

An Exhibitor must ensure that his or her family, invitees and Agents are familiar with and comply with the RAST's regulations.

7.1.2. Default by family invitees and agents

Any act or omission by the Exhibitor's family, invitees and agents or any of them which contravenes any or the RAST's regulations may be deemed by the RAST to be the act or omission of the Exhibitor.

7.1.3. Compliance with directions

- (a) The Exhibitor must fully comply with the directions and requests of the RAST. Without limitation, directions and requests of the RAST may apply to the entry of 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;
- (b) Without limiting sub-regulation (a), upon a request from the RAST, an Exhibitor must make a statutory declaration in the form and with respect to matters the RAST in its discretion requires: and
- (c) Without limiting sub-regulation (a), upon a request from the RAST, an Exhibitor must submit their Exhibit for inspection by a Veterinary Surgeon.

7.1.4. Grand Parades

Exhibitors must where directed by RAST representatives or as directed in the appropriate sectional Catalogue participate in the Grand Parades conducted during the Royal Hobart Show on the Main Arena. Failure to comply with this regulation may result in a fine or other penalty as detailed in the sectional Competition Schedule.

7.1.5. Statements

The Exhibitor, his or her family, invitees and agents must not make a statement regarding an Exhibit, which in the opinion of the RAST, is fraudulent, false, erroneous, misleading or deceptive or likely to mislead or deceive. In the event that any such statement is made, it is acknowledged that it is made without the authority of the RAST and is not made on the RAST's behalf.

7.1.6. Tampering

An Exhibit must not be or have been tampered with or otherwise improperly dealt with.

7.1.7. Smoking

Smoking is strictly forbidden on the Hobart Showground including in all livestock pavilions and lockers or where appropriate signage forbids the practice. Failure to comply with this regulation may result in a fine or other penalty as detailed in the sectional Competition Schedule and/or under Tasmanian legislation.

7.1.8. Social Media Policy

The Royal Agricultural Society of Tasmania (RAST) encourages exhibitors to celebrate their Royal Hobart Show competition experiences.

If an exhibitor engages in social media by participating on any platform including but not limited to; Facebook, Snapchat, Instagram, Twitter, blogging, wiki or any form of online publishing or discussion, it is at their discretion. However, exhibitors should conduct themselves with integrity, respect, honesty and positivity.

An exhibitor should consider laws applicable to online (and mainstream media) content, particularly with regards to defamation, discrimination, intimidation and bullying.

Exhibitors should refrain from making comments that would be considered malicious or misleading and respect others' opinions (in so far as they relate to other exhibits, exhibitors and judges).

Exhibitors are to abide by the Royal Hobart Show competition rules and regulations, respect confidentiality, copyright, privacy and any other appropriate laws.

Exhibitors failing to adhere to the Royal Hobart Show social media policy may face disciplinary action in accordance with the Royal Agricultural Society of Tasmania's constitution, by-laws and policies.

8. Competitive Entry Information

8.1. Entry forms and passes

Every Exhibitor shall sign an entry form lodged with the RAST or for on-line entries acceptance of the Terms and Conditions of entry. Forms are obtainable from the RAST. On approval by the RAST, each Exhibitor may receive a Pass to obtain entry to the Showground. This pass must be produced at the gate to the Showground and the particulars of the pass must be complied with.

8.2. Entry Fees

Entry fees are payable and are not refundable in the event of the Exhibit being withdrawn, disqualified, merged classes or the competition cancelled unless otherwise specified by the RAST. Payment of an entry fee is proof of an Exhibitor's acceptance of these regulations. Non-payment of entry fees may result in an Exhibitor being excluded from exhibiting at future Shows, which decision shall be at the discretion of the RAST.

8.3. Competitive Exhibits

8.3.1. Requirements for entering Event

To enter an event an entry must be:

- (a) in writing or an online entry;
- (b) on an entry form provided by the RAST;
- (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 and any other fees payable, set out in the relevant sectional Competition Schedule; and
- (e) submitted on or before the closing date to the RAST's Office.

8.3.2. Altered Entries

Subject to the relevant sectional Competition Schedule, an entry may not be altered after the closing date.

8.4. Restrictions upon and control of Competitive Entries

The RAST may control or limit competitions as follows:

- 8.4.1. The RAST may restrict the number of Exhibits in any event or competition or the number of entries of any one Exhibitor.
- 8.4.2. The RAST may postpone or cancel any event or competition at its discretion prior to or during the event or competition.
- 8.4.3. All Exhibits must be the property of the Exhibitor except where permitted by the special conditions detailed in the sectional Competition Schedule for certain competitive sections of the Royal Hobart Show.
- 8.4.4. Exhibitors must obey the reasonable direction of RAST representatives (sectional committee members, judges, stewards or RAST employees). This may include the vacating of an area or removal from a competition or an event.
- 8.4.5. During the judging of Exhibits the RAST's representative may require all Exhibitors and the public to leave the judging area until judging is complete.
- 8.4.6. An Exhibitor must not judge classes in which they have entered an Exhibit.
- 8.4.7. An Exhibitor must not attempt to interfere or influence the judges while in execution of their duties.
- 8.4.8. Judges may choose to withhold awards in any class where Exhibits do not meet the required standards for the class or an award-winning Exhibit is disqualified. Subordinate awards may be allocated in lieu.
- 8.4.9. An Exhibitor found guilty of any fraud, misconduct or other non-compliance with these regulations or any Special Regulations may be fined, penalised or disqualified by the RAST.
- 8.4.10. De-sexed animals are ineligible for competition in classes for which there are specific categories for male and female animals. The RAST may require that an animal be examined by a nominated veterinary surgeon if there is suspicion that an animal has been de-sexed. The decision of the nominated Veterinary Surgeon is final.
- 8.4.11. An Exhibit is ineligible for competition in more than one class unless otherwise is provided for in the Competition Schedule for the section.
- 8.4.12. Only current prizes awarded by the RAST may be displayed at the Showground.
- 8.4.13. Exhibitors will stage their Exhibits as directed by the RAST's representatives.
- 8.4.14. Exhibits must not be removed, substituted or altered without the written approval of the RAST.
- 8.4.15. If requested Exhibitors must identify their Exhibits to the RAST's representative prior to judging of the class.
- 8.4.16. Exhibits must be identified by their allocated Exhibit number. This will be affixed as per the standard procedure set out in the sectional Competition Schedule.
- 8.4.17. Unless otherwise stated in the sectional Competition Schedule, transfers of Exhibits are not permitted to another class.
- 8.4.18. Only animals that have been entered for competition and/or display are permitted onto the Showground.
- 8.4.19. Quantities, weights and sizes of Exhibits must comply with the requirements of the class.

8.5. Non Competitive Entries

Non-competitive entries are admissible but are not eligible to win any prize or award.

8.6. Age of Animal Exhibits

The age of livestock is to be calculated in accordance with the sectional Competition Schedules. In the event of a dispute the decision of a Veterinary Surgeon nominated by the RAST regarding the age of an Exhibit is final the cost of which decision shall be borne by the Exhibitor.

8.7. Recognition and Imposition of Penalty and Disqualification

The RAST may recognise and act upon any penalty or disqualification imposed by any other similar Society in Australia on any person, entry or Exhibit. The RAST may impose its own penalty or disqualification if there is any breach of the regulations. The RAST may, in particular:

- 8.7.1. Obtain information about any penalty or disqualification from any or all of the following bodies:
 - (a) Royal Agricultural Society of the Northern Territory Inc;
 - (b) Royal National Agricultural & Industrial Association of Queensland;
 - (c) Royal Agricultural Society of Victoria;
 - (d) Royal Agricultural Society of New South Wales;
 - (e) Royal Agricultural & Horticultural Society of South Australia;
 - (f) Royal National Agricultural & Pastoral Society of Tasmania;
 - (g) Royal National Capital Agricultural Society;
 - (h) Royal Agricultural Society of Western Australia;
 - (i) Any breed association or society recognised by the RAST;
 - (j) Any other body that has certified or exhibited an Exhibit of the kind that is currently being exhibited with the RAST.
- 8.7.2. The RAST may, in its absolute discretion, convey information to any of the bodies referred to at 8.7.1 any information concerning an Exhibit or Exhibitor information concerning:
 - (a) any fine, disqualification, withdrawal of an award, handicap, reprimand, warning or any other penalty which has been imposed by the RAST on or in connection with the Exhibitor or an Exhibit;
 - (b) any investigation, inquiry or hearing conducted by the RAST, whether finalised or not, and irrespective of whether resulting in the imposition of any of the penalties.

8.8. Powers of RAST

The RAST may refuse or cancel an entry or alter an event if it is of the opinion it is reasonably necessary or appropriate to do so. In particular, but without limiting the RAST's powers, the RAST may, without assigning a reason:

- (a) alter the Closing Date for an Event, or the Closing Date for receipt of any particular entry;
- (b) remove any Exhibit from the Showground or cause any Exhibit to be removed from the Showground;

- (c) amend an entry to, without limitation, substitute or alternate competition or class for the competition or class in which the Exhibit was entered;
- (d) alter the conditions of any Event;
- (e) refuse to display an Exhibit;
- (f) rule that an Exhibit or Exhibitor may not compete or is ineligible to compete;
- (g) alter the date, time or place on or at which any Event is scheduled to take place;
- (h) alter the Judge scheduled to judge any Event; or
- (i) cancel any Event.

The rights set out above in this paragraph 8.8 apply notwithstanding:

- (a) the RAST's acceptance of an entry;
- (b) inclusion of an entry in the Show Catalogue;
- (c) the issue of an Exhibit ticket; or
- (d) the issue of any other document.

8.9. Liability and Indemnity

8.9.1. Release

Entry to the Showground is entirely at the risk of the Exhibitor or person. It is a condition of entry that the RAST shall not be liable for any loss, damage or injury to or caused by an Exhibitor or person. All entries are accepted on the basis that the Exhibitor will indemnify the RAST against any loss, damage or injury that may be caused in any way by an Exhibit or entry pursuant to the regulations or the applicable site or licence agreement or other agreement.

8.9.2. Australian Consumer Law

To the extent that any matter relating to entry or remaining upon the Showground relates to the supply of goods or services by the RAST within the meaning of s. 64A of the Australian Consumer Law (Competition and Consumer Act 2010 (Cth)), the RAST's liability is limited as follows:

- in the case of goods, the replacement, repair or payment for the replacement or repair of the goods.
- (b) In the case of services, the re-supply of the services or the cost of the resupply of the services.

It shall be in the RAST's absolute discretion as to whether it replaces, repairs or pays for replacement or repair of goods. It shall be further in the RAST's discretion as to whether it re-supplies or pays the cost of re-supply or services.

8.9.3. Indemnity

To the maximum extent permitted by law, each Exhibitor must indemnify and keep indemnified the RAST and its officers, employees, members 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 RAST is or may be become liable in respect of or arising from:

- (a) loss, damage or injury to any person in connection with the Exhibit or the relevant event;
- (b) without limiting sub-regulation (a) loss, damage or injury to any other Exhibit or Exhibitor, his or her family, invitees, Agents, or to the property of the RAST, or its members, or to the general public, caused or contributed to or by any act or omission of an Exhibit of the Exhibitor or by the Exhibitor, his or her family, invitees or Agents; and
- (c) without limiting sub-regulation (a) loss, damage or injury to the Exhibit, or the Exhibitor, his or her family, invitees, or Agents caused or contributed by an act or omission of an Exhibit of the Exhibitor or by the transportation, feeding or housing of an Exhibit of the Exhibitor.

8.9.4. Removal from Showground

Without prejudice to any other provision of these regulations, where the RAST, its officers, employees, members or agents remove an Exhibit, or causes an Exhibit to be removed from the Showground, 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.

8.10. Insurance

The RAST may arrange liability insurance cover or such other security as the RAST may nominate for Exhibitors or it may require a certificate of insurance to be provided by any Exhibitor with respect to any Exhibit or activity as a condition of entry.

8.11. Agents

Any person purporting to act as an agent of an Exhibitor is deemed to have given the RAST a warranty of his or her authority without any obligation on the part of the RAST to inquire further.

8.12. Fire Regulations

All persons entering upon the Showground shall act in accordance with all fire regulations and the RAST's requirements and directions with respect to fire and fire risk and in particular the following:

8.12.1. Flames

Smoking, cooking, or heating water by any means whatsoever and the use of any device involving naked flames are strictly prohibited in or near any animal pavilion, stall, pen or locker.

8.12.2. Electrical interference

It is strictly prohibited to:

- use mains powered electrical devices in or near any animal pavilion, stall, pen or locker; and
- (b) alter and/or interfere with any electrical wiring, switch, plug or socket whatsoever on the Showground.

8.12.3. Exceptions

Nothing in this regulation shall prohibit the use of main powered electrical appliances which are, in the opinion of the RAST, essential to animal care, or the use of a light-bulb in a locker if the light-bulb is fitted in the socket provided.

8.13. Exhibits ownership and entrance onto Showground

Every Exhibit must on the day of entry and until the close of the day of Exhibition be the *bona fide* property of the Exhibitor. Except with the RAST's consent, no animal shall be brought onto the Showground without the RAST's consent.

8.14. Arrival and Arrangement of Exhibits

- 8.14.1. No Exhibit will be admitted into the Showground unless the attendant is in possession of a ticket of entry or an Entry Detail Report, and each Exhibit when it enters the Showground must be at once put into the place or space allotted for it by the RAST.
- 8.14.2. All non-competitive authorised Exhibits must be on the Showground not later than 9 am on the opening day of the Show.
- 8.14.3. Exhibits are to be consigned to reach or be delivered to the Showground, or as otherwise indicated, not later than the day and time specified in the Sectional Schedule.
- 8.14.4. No Exhibitor shall be deemed to have any right, whether of occupation or otherwise, to any stall or portion of the Showground other than as allocated to them from time to time by the RAST, and they shall forthwith vacate same upon being requested so to do by an official of the RAST.

8.15. Care and Control of Exhibits

- 8.15.1. Exhibitors shall arrange their Exhibits under the direction of the RAST, and no Exhibit shall afterwards be removed without the sanction of the RAST.
- 8.15.2. No Exhibitor, without the consent of the RAST, shall remove any official prize card, exhibitor cards or ribbon, affixed or posted by the RAST, nor shall any Exhibitor without such consent affix any other prize card, exhibitor card or ribbon, nor shall an Exhibitor refuse in any way to carry out the instructions of the RAST. No Exhibitor shall during the currency of any Show, either in the ring or elsewhere in the Showground, display any ribbon or ribbons, whether singly or otherwise or as part of a rug or other composite article, other than a ribbon awarded pursuant to the regulations.
- 8.15.3. The RAST shall not be responsible in the event of any loss or damage to any Exhibit howsoever arising, and in particular shall not be responsible if, through any negligent or willful act on the part of any official or servant of the RAST, or through theft, the Exhibit is not restored in good order and condition to the Exhibitor or any person claiming through the Exhibitor at the close of the Show.
- 8.15.4. Subject to any Special Regulations for the time being in force, accommodation will be provided at the Showground for livestock.
- 8.15.5. The RAST will make provision for the feeding and watering of birds.
- 8.15.6. Horses, cattle, goats, alpacas, sheep, pigs, rabbits, dogs and cats must be fed and watered by the relative Exhibitors (or their agents), under whose care and supervision they will remain.

- 8.15.7. The RAST will not be responsible for any accident, loss or damage that may be caused to be or suffered by any Exhibit, or which may be caused directly or indirectly by any Exhibit, notwithstanding any alleged negligence on the part of any officer or servant of the RAST, and it shall be a condition of entry that each Exhibitor shall hold the RAST indemnified against any claim in respect of any such accident, loss or damage caused by any Exhibit of such Exhibitors.
- 8.15.8. The RAST shall not be responsible for any loss or damage caused (inter alia) through disease or infection howsoever arising.
- 8.15.9. Each Exhibitor shall be deemed to have guaranteed to the RAST and have given warranty that each Exhibit entered by them or brought upon the Showground, and every animal, bird or other living thing brought by them upon the Showground, is at the time of its entering upon the Showground free of any contagious or infectious disease. Any Exhibitor whose Exhibit or animal shall infringe this warranty shall be responsible to the RAST, and to any other Exhibitor who may suffer by reason of such breach.
- 8.15.10. Should there be any reason to suspect that any Exhibit is either diseased or dangerous, the RAST shall have the right to refuse admission of such Exhibit to the Showground or to remove the Exhibit from the Showground at the expense of the Exhibitor.
- 8.15.11. All livestock and/or small animals shall be in the control of a responsible Exhibitor/person at all times. Also refer to 8.18.2.

8.16. Absence of Exhibit

8.16.1. Prior to admission to the Showground

Unless otherwise directed by the RAST, an Exhibit must be exhibited unless a certificate signed by the Exhibitor is lodged with the RAST prior to the date for admitting the Exhibit to the Showground. The certificate must state that the Exhibit is unable to compete for one or more of the following reasons:

- (a) the Exhibit, being an animal, has died;
- (b) the Exhibit, being an animal, is unfit to be exhibited due to injury or disease;
- (c) the Exhibit is ineligible for the event; or
- (d) some other cause the RAST considers reasonable.

8.16.2. After admission to the Showground

Where an Exhibit has been admitted to the Showground, the Exhibitor may only withdraw the Exhibit from an event if it has become unable to compete for the reasons set out in this regulation.

8.17. Departure of Exhibits

8.17.1. The RAST reserves the right to retain any or all Exhibits for such further time as the RAST may consider necessary; and no Exhibit shall be removed from the Exhibition without a formal removal permit from the Sectional Supervisor or Chief Executive. Any Exhibit may be detained by the Sectional Supervisor or Chief Executive in the event of non-payment of rent, fine or dues, or for any other cause, and shall not be released except by order of the RAST.

- 8.17.2. Exhibits shall not be removed from the Showground otherwise than as permitted by these or any Special Regulations.
- 8.17.3. All costs of or incidental to delivery of the Exhibit to the accommodation provided for it on the Showground and all cost of removing such Exhibit, either within or from the Showground, shall be borne by the Exhibitor.

8.18. Removal of Exhibits

- 8.18.1. The RAST may at any time, whether during the currency of the Show or otherwise, require any Exhibitor, or any person (including a competitor), to remove any Exhibit, or any object or thing, from the Showground and in the event of the Exhibitor or person failing to forthwith comply with any such requirement, the RAST may remove such Exhibit, object or thing from the Showground.
- 8.18.2. Neither the RAST nor its servants or agents shall be responsible for any loss or injury to any Exhibit, object or thing, either during the course of removal from the Showground or thereafter whether due to negligence or otherwise howsoever. Sole responsibility for the care of any such Exhibit, object or thing shall rest upon the Exhibitor or owner thereof as the case may be.
- 8.18.3. The RAST shall be at liberty to destroy any animate Exhibit if such a course shall be recommended by a Veterinary Surgeon and may destroy an inanimate Exhibit if the relative Exhibitor shall omit to remove the same from the Showground within 24 hours of being required by the RAST to do so.

8.19. Veterinary Services

If an animal Exhibit is ill or injured, a Veterinary Surgeon nominated by the RAST may in their discretion treat the Exhibit without authority or contrary to the authority of the Exhibitor.

8.20. Accommodation

The RAST is not obliged to provide space for an Exhibit or accommodation for an Exhibitor, his family, invitees or agents with the exception of livestock Exhibits or as specified in any site or licence or other agreement.

8.21. Personal Belongings

Personal belongings, equipment or property that is brought onto the Showground by an Exhibitor, his family, invitees or agents must be kept in the accommodation lockers or any other area allocated by the RAST for safe storage at the Exhibitors' responsibility.

8.22. Notices to Exhibitors

The RAST may give notice to an Exhibitor either verbally or in writing. Any notice in writing addressed and posted correctly shall be deemed to have been received by the Exhibitor within 48 hours from the time of posting.

8.23. Identification of Exhibits

Each Exhibitor must produce, when asked by an authorised officer of the RAST, satisfactory evidence of the correctness of the Exhibitor's application for entry in relation to any particular Exhibit. Each Exhibit shall be marked or labelled distinctively according to the relevant Competition Schedule or Catalogue.

8.24. Parading Livestock

Every livestock Exhibit shall be paraded or exhibited according to any special regulation. Non-Exhibition of animals entered as Exhibits may result in a fine unless a Veterinary Certificate is provided or is otherwise exempted by the RAST on or before the day of the Exhibition providing reasonable cause. Each Exhibit while participating in a parade must be readily identifiable by a number assigned to it. Every rider or attendant of an Exhibit must be attired as directed by the RAST. Exhibits participating in a parade must be ridden, handled and/or controlled by a competent rider or handler.

8.25. Program of Competitive Exhibits

The Show Program is divided into sections and sub sections, and these may be divided into classes as indicated in the Competition Schedule or Catalogue. The RAST reserves the right to make changes to the Show Program from time to time. Notice of any changes will be posted at the relevant sectional Supervisors Office at the Showground or on the RAST's website.

8.26. Prohibited Drugs

- 8.26.1. For the purpose of these General Regulations and any Special Regulations, 'prohibited drug' means any substance originating externally to the animal (and whether or not endogenous to the animal) capable of affecting the performance or behaviour of an animal by its action upon the central or peripheral nervous system, the cardiovascular system, the muscular-skeletal system or the urogenital system and include without limitation analgesics, anti-histamines, anti-inflammatory agents, blood coagulants, diuretics, hormones and their synthetic counterparts, cortico-steroids, anabolic steroids, local anaesthetics, muscle relaxants, tranquilisers, vitamins and, subject to paragraph 8.26.3, antibiotics.
- 8.26.2. An Exhibitor shall present their Exhibit for competition free of any and all prohibited drugs as defined in 8.26.1.
- 8.26.3. The use of antibiotic substances (anti-viral, anti-microbial, anti-parasitic), with the exception of procaine penicillin (which is not permitted in any circumstance), may be permitted provided a Veterinary Certificate is submitted in accordance with or they are administered in compliance with this regulation.
- 8.26.4. The use of hormonal growth promotants is strictly forbidden and any animal treated with hormones will not be eligible for Exhibition at the Royal Hobart Show or any other event conducted by or promoted by the RAST.
- 8.26.5. The Exhibitor, the owner and any person in charge of an animal to which a prohibited drug has been administered, by any person, and whether or not with the knowledge of the Exhibitor, owner or person in charge is deemed to have acted in breach of this regulation, unless the prohibited drug:
 - (a) is permitted by this regulation to be administered to the Exhibit, and
 - (b) was administered to the Exhibit strictly in accordance with the procedures provided in this regulation.
- 8.26.6. Where a prohibited drug has been administered to an Exhibit within 14 days prior to an event, a Veterinary Certificate must be submitted to the RAST's Office by 6 pm on the day before the event. The Veterinary Certificate must be complete in all respects and must be signed by a qualified Veterinary Surgeon. A Veterinary

Certificate considered by the RAST to be incomplete may be rejected by the RAST 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 8.26.9 below,
- (b) The Exhibitor has paid to the RAST the examination fee required by the RAST (and such other amount as the relevant Sectional Committee may determine), and
- (c) Permission to compete has been given in writing by a RAST nominated veterinarian.
- 8.26.7. A prohibited drug must not be administered to an animal after submission of a Veterinary Certificate in respect of that animal except:
 - (a) With prior permission of the RAST, and
 - (b) By a Veterinary Surgeon nominated by the RAST.
- 8.26.8. Every Exhibitor shall at all times act in strict accordance with these regulations and every Exhibit shall submit and be subject to the strict application of these regulations.
- 8.26.9. The RAST may, at its discretion and at any time:
 - (a) cause an examination to be made of an Exhibit by any Veterinary Surgeon nominated by the RAST who, in the course of such examination, may take such samples (including, without limitation, urine, blood, saliva, faeces), from such Exhibit as is considered necessary or advisable and may have such samples tested by such methods and procedures as is considered appropriate. The owner or their representative may be present during testing, but shall not interfere in any way with the conduct of a test, and will observe the instructions of the veterinary surgeon on duty; and
 - (b) include in any examination, an examination for desensitised limbs. Any Exhibit found to have a limb (or part thereof) desensitised is deemed to have had administered to it a prohibited drug.
- 8.26.10. Where, prior to an event, a Veterinary Surgeon nominated by the RAST is of the opinion that a prohibited drug may have been administered to an animal, the Veterinary Surgeon may require that the animal be examined prior to competing in that event.
- 8.26.11. Any Exhibit to which a prohibited drug has been administered, except where permitted by, and strictly in accordance with, this regulation, shall be removed from the Showground forthwith upon demand by the RAST.
- 8.26.12. The RAST may publish procedures relating to the examination of Exhibits. These procedures, as amended from time to time, are binding on Exhibitors, the owners of all Exhibits, and persons in charge of an Exhibit.
- 8.26.13. No liability shall attach to the RAST, or any employee, agent or nominee of the RAST, for the death of, or any injury to, any Exhibit, as a result of any act or omission purportedly done pursuant to this regulation, whether due to negligence or otherwise.

9. Competition Schedules

9.1. Categories

Other than those parts designated as Special Regulations Competition Schedules of the various competitive sections of the RAST events operate as if they were part of the General Regulations. The RAST may add, amend or remove categories from the Competition Schedules. Competition Schedules can be obtained from the RAST's office or website.

9.2. Liability

The RAST shall not be responsible or liable in case of any error, misstatement or misdescription appearing in any sectional Competition Schedule or Catalogue, or in any form or application for entry, or in any advertisement or notification, whether posted, displayed or published. It will, however, be the duty of the Chief Executive and other members of his staff to take all proper care to avoid any such error, misdescription or misstatement.

9.3. Judges & Stewards

Names of Judges and Stewards (if any) shown in the sectional Competition Schedule or in the Catalogue are intended to be informative only, and are subject to such changes from time to time as the RAST may in its discretion make, and no exception shall be taken by any Exhibitor by reason of any change.

10. Admission to and Use of Showground

10.1. Admission to the Showground

Every person admitted to the Showground is admitted at his or her own risk. Every person entering the Showground is a bare licensee. The RAST reserves the right at any time to terminate a person's licence.

10.1.1. Persons enter the Showground at their own risk

For the comfort, safety and enjoyment of all persons, the RAST advises that:

- (a) Person gaining unauthorised access to the Showground and/or any of the Showground's specific areas may be liable for prosecution;
- (b) RAST is not liable nor does it accept any responsibility for any loss or damage whatsoever to any person or property or the death of or injury suffered to any person or animal whilst at the Showground:
- (c) Persons entering the Showground agree to indemnify the RAST against any loss or liability, cost, expense or damages arising from or in relation to the entry either by person, vehicle or otherwise;
- (d) The RAST reserves the right to inspect and/or search bags brought into or out of the Showground and search all persons, their clothing and other items of such persons;
- Persons causing a disturbance or refusing to comply with requests from the RAST will be ejected from the Showground;
- (f) The RAST may refuse admission to or eject persons from the Showground at its sole discretion;

- (g) Persons entering the Showground must adhere to the Work Health & Safety legislation and in particular the RAST Work Health and Safety Policy:
- (h) Additional entry conditions and requirements may apply to ticketed events;
- Any ticket purchased to enable entry into the Showground or any particular area or event at the Showground cannot be exchanged or returned after purchase;
- (j) The RAST and Tasmania Police conduct surveillance on the Showground, and have access to security footage. A person entering the Showground may be photographed, filmed, taped and/or subjected to monitoring by close circuit television and it is deemed that a person by entering the Showground consents to the RAST or third parties appointed by the RAST photographing, filming or taping. The RAST or third parties appointed by the RAST can broadcast, publish, license and use any photographs, film, recordings or images without compensation. The RAST, third parties and anyone acquiring from them a right to use the material are not liable to the subject for its use in any way;
- (k) Entry to the Showground does not guarantee automatic entry to all events and activities on the Showground during the period of entry;
- Parking is restricted to areas as designated by the RAST from time to time and vehicles must not block emergency egress doors or emergency vehicle access roads and are to give way to emergency vehicles;
- (m) All accidents or emergencies are to be immediately reported to the safety manager, security or the administration office on 0362726812; and
- (n) Persons must obey all signs, notices and directions given by the RAST whilst at the Showground.

10.1.2. Liquor License

Persons seeking entry to the Showground are advised that:

- (a) They are entering an event with licensed areas;
- (b) Intoxicated persons will not be permitted to enter the Showground:
- (c) Intoxicated persons will be removed from the Showground;
- (d) Alcoholic beverages must not be taken into or from the Showground and are subject to immediate confiscation;
- (e) Checking procedures may apply to prevent persons possessing liquor from entering;
- (f) It is an offence for minors to purchase or consume alcohol;
- (g) It is an offence to sell to or supply minors with alcohol;
- (h) Persons supplying alcohol to minors will be reported to police:
- (i) Penalties apply under the Liquor Licensing Act 1990.

10.1.3. Restricted And Prohibited Items

The following restricted or prohibited items are not permitted into the Showground and are subject to immediate confiscation:

- (a) Glass or breakable containers;
- (b) Cans or metal containers;

- (c) Alcoholic beverages;
- (d) Illicit drugs;
- (e) Flares or Fireworks;
- (f) Laser Pointers;
- (g) Knives or other dangerous weapons including potential missiles;
- (h) Skateboards, scooters, roller blades or bicycles. Excludes exhibited bicycles and Police Patrol bicycles;
- (i) Large items including eskies, bags that cannot fit under seats;
- (j) Animals unless approved by the RAST;
- (k) Flags over 1m x 1m in size; and
- Other items as determined by the RAST management that may cause injury or public nuisance.

10.1.4. Photography:

It is not our intention for amateur photographers to be restricted from taking photos around the Showground, providing that;

- the photographer is not causing annoyance or inconvenience to other Show patrons;
- b) that the subject of the photo is not one detailed in the Police Offences Act 1935;
- the subjects have given their consent (if under 18 then their parents' consent); and
- d) that the photos are not to be sold for commercial gain.

Professional photographers are required to obtain 'Photography Accreditation' which includes relevant insurance coverage and talent release approval.

NOTE: Any variation to the policy will be at the sole discretion of the RAST.

10.2. Admission Fee to Showground

An admission fee paid by a person gives that person the right to enter the Showground, subject to the regulations, but only to those portions of the Showground made available by the RAST to ticketholders.

10.3. Tickets & Refunds

Admission to the Showground shall be by authorised ticket or approved pass or other method as approved by the RAST. Refunds will be at the sole discretion of the RAST and will not apply when the show is cancelled, postponed or otherwise delayed due to acts of god, terrorism or other unforeseen events. Pass outs and/or tickets to return at another time will be offered where appropriate.

10.4. Grandstand Seating

Persons occupying Grandstands or other seating on the Showground do so at their own risk.

10.5. Removal from Showground

Any person who, in the opinion of the RAST, causes a nuisance or has gained illegal entry to the Showground may be removed from the premises by or under the direction of an officer of the RAST.

10.6. Sale of Goods and Services

- 10.6.1. The sale of all goods and services and the conducting of any commercial activity on the Showground is reserved to and regulated by the RAST;
- 10.6.2. No person or business may conduct any commercial activity on the Showground without being licensed to do so by the RAST; and
- 10.6.3. This license covers the sale of all fodder, stock bedding and any other products, without exception. Unauthorised sales or business activity will result in the Exhibitor being penalised, as determined by the RAST.

10.7. Entertainment, Demonstrations and Displays

The RAST regulates all entertainment, demonstrations and displays. These activities, whether for charge or free, are not permitted without prior written approval from the RAST.

10.8. Lotteries and other Gambling Formats

The sale of lottery and raffle tickets and other gambling are not permitted on the Showground unless prior written approval is received from the RAST.

10.9. Allotment of Space

All space allocated to Exhibitors must be held by the Exhibitor subject to the regulations and any site agreement, licence or other agreement. Each Exhibitor shall pay for space allocated at the discretion of the RAST.

10.10. Carnival

No entertainment, for which payment is required, other than by the RAST, shall be permitted upon the Showground without prior special permission in writing from the RAST.

10.11. Food and Beverage

No food and beverage shall be sold upon the Showground other than pursuant to a licence or other agreement in writing granted by the RAST beforehand.

10.12. Fodder

All sale and delivery of fodder shall be in accordance with any applicable sectional committee requirements or Special Regulations or other agreement in writing with the RAST and not otherwise.

10.13. Sales by Exhibitors

Auction sales of Exhibits will be determined and advertised by the RAST. The rights of the RAST in respect of any Exhibit shall in no way be affected by reason of any sale or auction.

10.14. Sales of Exhibits

All sales of Exhibits on the Showground shall take place in accordance with the direction of the RAST.

10.15. Commissions

Any sales may be subject to such commission as the RAST directs.

10.16. Displaying or Disposing of Goods or Stock

Except with the prior written authority of the RAST, no person, whilst on the Showground, shall give, sell, advertise, distribute, display or canvass any goods, livestock or matter whether for sale or otherwise.

10.17. Parking and driving of vehicles on the Showground

10.17.1. All drivers and owners of vehicles agree to:

- obey all signs and symbols indicating limitations upon entry, speed of travel or parking of vehicles;
- (b) obey the directions of all RAST staff concerning the entry, driving and parking of vehicles;
- (c) not park outside of designated areas at any time during an event; The RAST has power to direct the removal of any vehicle that enters or is parked contrary to the limitations and directions in (a) and (b) hereof.

10.17.2. Vehicle Removal

Further to 10.17.1, if the RAST removes a vehicle or directs the removal of a vehicle for the failure to comply with any sign, symbol or staff direction, the driver and owner of the vehicle agrees:

- (a) the removal is at the sole risk of the owner of the vehicle:
- the driver and owner agree to indemnify the RAST with respect to any such removal;
- (c) the RAST shall cause the vehicle to be delivered to such storage facility as it in its discretion decides:
- (d) the RAST shall be entitled to recover or cause to be recovered from the owner or driver of the vehicle such costs, fees or expenses as may have been incurred in the removal:
- in addition, the RAST may impose such fine or penalty for the said failure, payment of which shall be a pre-condition of release of the vehicle;
- (f) Without limiting the generality of the above or in any way derogating from the RAST's rights and powers with respect to vehicles, the RAST may at its discretion, permit the Local Government Authority having responsibility for the area to enter the Showground for the purpose of administering parking fines and penalties.

11. Discipline, Disputes, Complaints and Appeals

- 11.1. An allegation that an Exhibitor has failed to comply with any of the rules and regulations referred to in the relevant sectional Competition Schedule, Special Regulations or other regulations, these regulations or any other agreements or licence must be determined by the RAST in accordance with the Constitution and other policies and protocols as applicable.
- 11.2. Matters of dispute, complaints about judging or disqualification or any appeal from a decision from a judge in an event or Exhibition must be determined by the RAST in accordance with the Constitution and other policies and protocols as applicable.

12. Dictionary and Interpretations

In these regulations

Award, where the context shall reasonably permit, includes any prize and any trophy and vice versa.

Bare Licensee has its ordinary legal meaning. Any bare licensee may be excluded or ejected from the Showground by the RAST in the RAST's absolute lawful discretion.

Board means the Board of Management of the RAST

Catalogue means the RAST's Show Catalogue and, except where otherwise expressly stated, shall mean the Catalogue for the time being current.

Chief Executive means the Chief Executive of the RAST and includes the person acting in that capacity from time to time

Class where the context shall reasonably permit, includes an Exhibition, parade, competition or event in respect of which a prize is scheduled or offered or is or may be awarded.

Competitor means a person competing in any class whether or not any such person is also the Exhibitor.

Conditions of Exhibiting in relation to an Exhibit shall mean the conditions upon which every Exhibitor shall be deemed to have entered his Exhibit and by which he shall be deemed to be bound, and shall consist of the General Regulations and any relevant Special Regulations.

Council means the Council of the RAST

Entry form means the form of application signed by the Exhibitor or his or her agent for entry of the Exhibitor's Exhibit or Exhibits for Exhibition and or competition at the events conducted by or promoted by the RAST.

Exhibit used as a verb shall, where the context reasonably permits, be deemed to include any parade, contest or display of any kind.

Exhibit used as a noun shall, where the context reasonably permits, be deemed to refer to anything (animate or inanimate) entered in any class of a section of the Show or other event conducted by or promoted by the RAST.

Exhibitor means the person by whom, on whose behalf or in whose name the application for entry is lodged.

Exhibition shall, where the context reasonably permits, include Exhibits defined.

Judges are officials appointed by the RAST to judge the Exhibitions and competitions comprised in the relevant sectional Competition Schedules or Exhibitions.

Owner in relation to an animal entered in a stud class means the person who is registered as the owner of such animal in a recognised Herd Book and in whom the ownership of the animal is beneficially vested to the exclusion of any equitable interest or contractual right on the day of entry.

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For the purpose of this regulation a stock mortgage shall not alone be deemed to have transferred any legal ownership or to have created any equitable interest.

Person means words importing person include a firm, partnership, company or corporation.

President means the President of the RAST and includes the person acting in that capacity from time to time

Prize shall where the context reasonably permits be deemed to include award, placing, trophy and/or ribbon as the case may be.

Competition Schedule means the RAST's Show Schedule of Prizes defining the qualifications for entry in the various sections, sub sections and classes of the RAST's Show Program.

Regulations means these regulations, as from time to time amended by the Board.

Show means the Royal Hobart Show.

Showground means the RAST's Showground including the Hobart Showground at Glenorchy but also includes related parking areas, display areas, all improvements and any other place at which the Show or any part of it is conducted.

Single Class denotes those general classes in which each Exhibit comprises only one animal, bird or entity as distinct from Group Classes in which each Exhibit comprises two or more animals, bird or entities.

RAST means the Royal Agricultural Society of Tasmania its Board and any person authorised by the Board to act in the RAST's name

Special Regulations mean any special regulations and other conditions adopted by the Board that are applicable to the section or subsection or class in which an Exhibit is entered.

Stewards are officials appointed by the RAST to superintend the conduct of Exhibitions and competitions comprised in the Show Program.

Terms of Reference mean the Investigation, Disciplinary Proceedings and Appeals Terms of Reference adopted by the Board from time to time (the current version of which is attached as Schedule 2 to these regulations).

Veterinary Surgeon, where the context shall reasonably permit, means and includes a veterinarian appointed by the RAST to perform the duties of a veterinarian on the Showground during the period of the Show and for such period (if any) before and after the currency of the Show as the RAST may determine.

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Note:

Where the context reasonably permits, the singular number includes the plural number and vice versa and the male gender includes the female gender and the neuter gender.

The headings appearing in the regulations are for ease of reference only and shall not affect the meaning or interpretation of the regulations.

For the purpose of these regulations an Exhibitor includes any person acting for an Exhibitor as a representative, agent, employee or volunteer worker.

13. SCHEDULE 1

See separate policy outlined in Constitution – Disciplinary & Appeals

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