

# Livestock Exhibitors Public Liability *Insurance*

## Explanation

WHEREAS Melbourne Royal has agreed to effect a Public Liability insurance for certain Animal Exhibitors at the 2025 Melbourne Royal Show the following applies:

**Insured Party:** Animal and Livestock Exhibitors participating in competitions and events

**Period of Insurance:** From seven days prior to the competition until seven days thereafter.

**Insured Activities:** All activities undertaken whilst within and from the confines of the event venue consistent with the Insured's livestock exhibit activity including setting up and removal

**Description of Cover:** Insurance in respect of the Insured Party's liability to pay costs and compensation in respect of loss of or damage to third party property and death of or injury to third party persons caused by and arising out of the Insured activities, all subject to Melbourne Royal's policy terms, conditions, exclusions and warranties, etc.

**Amount of Cover:** \$10,000,000 any one occurrence

**Deductible:** \$10,000 any one occurrence

**Geographic Limits:** At and from the event venue

**Claims Payable:** Worldwide excluding claims made USA and Canada

**Insurer(s):** Primary - \$10,000,000  
Lloyds of London

**Address:** Lloyds Australia Ltd., Suite 2, Level 21  
Angel Place, 123 Pitt Street, Sydney, NSW, 2000.

**Policy Numbers:** B1262PC0723919 and  
B1262PC0724019.

## Important conditions

1. The Insured Party must exercise reasonable care to maintain all premises, fittings and plant in sound condition.
2. The Insured Party must take all reasonable precautions to prevent injury and damage to persons and property.
3. The Insured Party must give immediate notice of an incident which may give rise to a claim or of receipt of advice of a claim.
4. The Insured Party must not make any admission, offer or promise in connection with any claim and must not any time admit liability.
5. The Insured Party must make themselves aware of and comply with the following Notices:-

**Duty of Disclosure:** Before you enter into a contract of General insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984 as amended, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose these matters to the insurer before you renew, extend, vary or reinstate a contract of General insurance.

Your duty however, does not require disclosure of matter:

- that diminishes the risk to be undertaken by the insurer
- that is of common knowledge
- that your insurer knows or, in the ordinary course of his business, ought to know.

# Livestock Exhibitors Public Liability Insurance

**Non-Disclosure:** If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

**Average Provision:** The insurer will pay legal expenses in addition to the sum insured, if however, the total amount of the loss (less legal expenses) ultimately paid to the claimant(s) exceeds the sum insured then insurers will only pay (in addition to the sum insured) that proportion of the legal expenses as the sum insured bears to the loss.

**Third Party Interests:** This policy will only provide cover for your interest and does not cover the interests of any third party (e.g. financiers, lessors, etc) unless the interests of the third party are noted in the policy.

**Waiver of Insurer's Rights:** You must not enter into any agreement without the written authority of the insurer whereby any of their rights to which they become entitled as your insurer after settling or agreeing to settle a claim are prejudiced or limited in any way otherwise all benefit under the policy will be forfeited.

## NOTE:

1. All enquiries to be referred to Arthur J Gallagher:  
Telephone No: (02) 9424 1888

## 2. CLAIMS

(a) No admission of liability or fault may be made in any form to a claimant. To do so may breach the policy conditions and enable insurers to avoid settlement.

(b) Any notice of a potential or actual claim must be referred immediately to Arthur J Gallagher.

3. Nothing herein shall be construed to alter in any way the scope of insurance policy, its terms, conditions or exclusions, issued by insurers.

4. Melbourne Royal is not liable to the Insured Party in the event a claim is not paid or payable by Insurers unless Melbourne Royal fails to take reasonable steps to advise that the cover is or is likely to be cancelled or not renewed.

5. Melbourne Royal is not an Australian Financial Services (AFS) Licence holder. Melbourne Royal is not providing financial product advice, has not considered the particular needs of the Insured party and no statement is intended to influence a person or persons making a decision in relation to any insurance cover. You should consider obtaining your own financial product advice from a person holding the appropriate AFS licence.

6. THIS INSURANCE ONLY APPLIES TO INSURED PARTIES ENTERING COMPETITION IN ACCORDANCE WITH THE GENERAL REGULATIONS.

**The details listed above are not comprehensive and are provided as an outline for the policy only. Extracts from the policy are available for inspection on request at Melbourne Royal's Registered Offices during office hours**

# Special Regulations

# Melbourne Royal

## *Poultry Competition*

The Regulations appearing in this Schedule form part of Melbourne Royal's General Regulations for all Competitions (General Regulations). In the event of any inconsistency between the General Regulations and these Regulations, the General Regulations shall prevail to the extent of the inconsistency unless the General Regulations provide otherwise.

### 1. CLOSE OF ENTRIES

Entries in the Melbourne Royal Poultry Competition must be received at the Melbourne Royal's Administration Office located at Melbourne Showgrounds, Epsom Road, Ascot Vale, Victoria 3032 by the date stipulated in the Information for Exhibitors section of the Schedule and on the Entry Form.

The onus is entirely on the Exhibitor to submit particulars on time.

In accordance with General Regulation 9.2, Melbourne Royal reserves the right to amend, consolidate or cancel classes offered in this competition schedule.

### 2. ENTRY FEE

The entry fee includes bedding, feed and water.

### 3. PERIOD OF EXHIBITION

All Exhibitors are to comply with the period of exhibition times allocated, unless otherwise notified directly by the Melbourne Royal Event Manager. Times for the Period of Exhibition can be found in the Information for Exhibitors section of the Schedule.

### 4. JUNIOR CLASSES

Entry of exhibits in the Junior Classes is restricted to Exhibitors between the ages of 6 and 16 years, on the first day of judging. Melbourne Royal reserves the right to demand proof of age if necessary. A person shall not be eligible to enter a junior class if he or she lives at the same address or has his or her exhibits housed at the same address as a non-Junior registered exhibitor unless he or she exhibits a different variety to that exhibited by the non-Junior registered exhibitor.

For the purpose of interpretation of this clause a bantam is to be considered as a different variety.

### 5. WITHDRAWAL OF ENTRY

Please refer to the General Regulations 6.1 – 6.2 inclusive. Failure to comply with the General Regulations renders the Exhibitor liable to a fine of not more than \$10.00 for every bird not exhibited, or the disqualification of the Exhibitor's other exhibits, and in addition Melbourne Royal may prohibit the offending competitor from exhibiting at a future Competition.

### 6. DISQUALIFICATION

Exhibits that have been tampered with or improperly dealt with in any way shall be disqualified, and entry fees paid shall be forfeited. The Exhibitor shall also be liable to disqualification, and, if a member, to expulsion from Melbourne Royal.

For the purpose of interpretation of this clause 'Clipped Wings' is considered 'tampering'.

Please refer to General Regulation 8.4.

# Special Regulations Melbourne Royal Poultry Competition

## 7. NOTICES

No advertisement or notice (except as provided by these Regulations or by permission of Melbourne Royal) is permitted on or in any cage, stall or building.

## 8. PRIZE MONEY

Prize money as stated in the relevant Schedule includes GST.

A Recipient Created Tax Invoice (RCTI) will be created for Exhibitors who provide an Australian Business Number (ABN) and are registered for GST.

## 9. SPECIAL NOTE

Private sales and transfers between Exhibitors must be arranged outside of the Show.

## 10. JUDGING

The following regulations shall be read subject to General Regulations 11.1 to 11.6.

All Exhibitors must place their Exhibits in the pens allotted by the Stewards. During the Show, Exhibits must not be moved or removed except by order of the Chief Steward.

The Show will be judged according to the Australian Poultry Standards - Second Edition.

## 11. TRANSPORT, PENNING AND CARE OF EXHIBITS

Exhibits will be received, penned, fed, attended to and recouped for despatch, at no additional cost to Exhibitors.

## 12. HANDLING OF EXHIBITS

During the Competition, the Exhibits will be in the custody of Melbourne Royal, and must not be touched or handled by the Exhibitor or any person, on any pretence whatsoever, without the permission of the Superintendent.

Whilst Melbourne Royal and its officials will take all reasonable care with the Exhibits in their custody, they accept no responsibility whatsoever either for the exhibits' safety or for any injury or damage sustained by any person or property caused directly or indirectly by the Exhibit.

## 13. AGE OF EXHIBITS

The decision of the Melbourne Royal Veterinary Surgeons regarding age shall be final and shall not be called into question in any proceedings, or in any manner whatsoever.

## 14. EXHIBIT DEFINITIONS

Age to be calculated as at the first day of Show.

**Cock** means a male over 12 months of age.

**Hen** means a female over 12 months of age.

**Cockerel** means a male under the age of 12 months.

**Pullet** means a female under the age of 12 months.

**Drake** means a male over 12 months of age.

**Duck** means a female over 12 months of age.

**Young Drake** means a male under the age of 12 months.

**Young Duck** means a female under the age of 12 months.

**Gobbler** means a male over 12 months of age.

**Hen** means a female over 12 months of age.

**Young Gobbler** means a male under the age of 12 months.

**Young Hen** means a female under the age of 12 months.

**Gander** means a male over 12 months of age.

**Goose** means a female over 12 months of age.

**Young Gander** means a male under the age of 12 months.

**Young Goose** means a female under the age of 12 months.

**O.E.G.** is an acronym for Old English Game.

**A.O.C.** is an acronym for Any Other Colour.

**A.O.V.** is an acronym for Any Other Variety.

# General Regulations for All Competitions

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 DEFINITIONS

The following definitions apply unless the context requires otherwise.

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

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

**Body** includes any society, organisation or body within or outside Australia having similar objects to Melbourne Royal and, without limitation, includes:

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

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

**Chief Executive Officer** means a person occupying or acting in the position of Chief Executive Officer of Melbourne Royal.

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

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

**Drug** has the meaning set out in the Relevant Schedule.

**Event** includes competition and class and without limitation includes any event listed in a Schedule. Event also includes the period of bump-in and bump-out for the Event and the period of the Event competition.

**Entry Form** means an entry form (or online equivalent) supplied by Melbourne Royal for an Event.

**Event Participant** includes judges, stewards, contractors, spectators, Exhibitors and all persons present at the Venue during the Event.

**Exhibit** means the animal, person or item entered into an Event by an Exhibitor.

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

**Inspector** means a person described as such in the Regulations.

**Judge** means a person appointed by Melbourne Royal to judge an Event.

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

**Melbourne Royal** means Melbourne Royal (ACN 006 728 785).

**Regulations** means:

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

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

**Review Committee** means a committee appointed under Regulation 12.4.

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

**Show** means the Melbourne Royal Show.

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

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

# General Regulations for All Competitions

**Venue** means the site or location at which the Event is held.

**Veterinary Surgeon** means a veterinary surgeon appointed by Melbourne Royal.

## 1.2 INTERPRETATION

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

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a Regulation is a reference to a Regulation of these Regulations.
- (f) A reference to a Regulation, rule or condition of entry is to the regulation, rule or condition of entry as amended, varied, supplemented, novated or replaced, except to the extent prohibited by these Regulations.
- (g) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.

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

## 1.3 EXEMPTIONS

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

## 1.4 CONSENTS OR APPROVALS

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

## 2. ENTRIES

### 2.1 REQUIREMENTS FOR ENTERING AN EVENT

An entry to an Event must be:

- (a) submitted on an Entry Form;

- (b) acknowledged by a physical signature or electronic authorisation by the Exhibitor or, if the Exhibitor is less than 18 years of age, acknowledged by the Exhibitor's parent or guardian;
- (c) fully paid for as set out in the Relevant Schedule;
- (d) submitted before the Closing Date to Melbourne Royal's Registered Office or electronic service; and
- (e) Any Exhibit entered into an Event must be disease free and in good health and condition.

### 2.2 WARRANTY

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

### 2.3 RULES AND REGULATIONS

An entry is subject to the:

- (a) Regulations; and
- (b) Relevant Schedule.

### 2.4 ENTRIES SUBJECT TO RULES AND REGULATIONS

Upon submission of an entry in accordance with Regulation 2, the Exhibitor agrees to be bound by the rules, regulations and conditions referred to in Regulation 2.2 and to ensure that each Agent of the Exhibitor complies with those rules, regulations and conditions. An act or omission of an Agent of an Exhibitor may be deemed by Melbourne Royal to be the act or omission of the Exhibitor.

### 2.5 ALTERED ENTRIES

Subject to the discretion of Melbourne Royal an entry may not be altered after the Closing Date.

### 2.6 NUMBER OF ENTRIES

Melbourne Royal may restrict the number of entries in any Event.

### 2.7 LIMIT ON ENTRY INTO MULTIPLE ORDINARY CLASSES

Subject to the Relevant Schedule, an Exhibit must not be entered in more than one Ordinary Class. Should any Exhibit be sought to be entered in more than one Ordinary Class, the Exhibit will only compete in the Ordinary Class in which the Exhibit's or the Exhibitor's name first appears in Melbourne Royal's Catalogue unless Melbourne Royal otherwise directs. For the purposes of this Regulation, Sweepstakes, Special Classes, Trophy Classes and Championships are not an Ordinary Class. 'Ordinary Class', 'Sweepstakes', 'Special Class', 'Trophy Class' and 'Championship' have the meaning given in the Relevant Schedule.

# General Regulations for All Competitions

## 3. ENTRY AND NOMINATION FEES

- 3.1** The entry fee and, if applicable, the nomination fee, become the property of Melbourne Royal on receipt by Melbourne Royal and, without limitation, the entry fee and, if applicable, nomination fee paid in respect of an entry which is withdrawn, or which does not satisfy the requirements for entry or conditions of eligibility will not be refunded.
- 3.2** In the event that the Melbourne Royal Show or a competition/awards program is cancelled due to COVID-19 health regulations or if state borders restrictions are enforced and the Exhibitor is unable attend the Show, Melbourne Royal will provide a full refund on entry fees, pre-purchased onsite accommodation fees (lockers and camping), showgrounds parking fees, showgrounds stabling/bedding fees and pre-ordered catalogues. Melbourne Royal will not be liable for any other costs incurred. Melbourne Royal will provide a pro-rata refund of fees in the event that Show days are cancelled due to COVID-19.

## 4. DOCUMENTS FOR PRESENTATION WHILST AT THE SHOWGROUNDS

Animal Registration papers, AAR microchip papers, show-jumping performance cards and birth certificates, or certified photocopies thereof, are not required to be submitted to Melbourne Royal or to accompany an Application for Entry. Such documentation will be required to be on hand whilst the Exhibitor and the Exhibits are on the Showground (if the Application for Entry specifies such documentation is required) and must be produced upon request for perusal by the Chief Steward or other Melbourne Royal authorised person. Failure to produce such documents if requested will result in the Exhibit being ineligible for the Event.

## 5. OWNERSHIP OF EXHIBITS

### 5.1 OWNERSHIP ON ENTRY

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

### 5.2 OWNERSHIP ON JUDGING

At the time of judging an Event, each Exhibit entered into that Event by an Exhibitor must be

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

### 5.3 INELIGIBILITY FOR EVENT

An Exhibit which is not the property of the Exhibitor or held by the Exhibitor under a written lease in existence both at the time Melbourne Royal receives the Entry Form and at the time of judging will be ineligible for the Event.

## 6. EXHIBITION OF EXHIBITS

### 6.1 GROUNDS FOR NOT EXHIBITING AN ANIMAL

The Exhibitor must not withdraw an Exhibit from an Event, and an Exhibit must be exhibited, unless a certificate signed by a veterinary surgeon is lodged with Melbourne Royal certifying 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 Melbourne Royal considers reasonable.

### 6.2 TIME FOR WITHDRAWING AN ANIMAL EXHIBIT

A certificate given under Regulation 6 must be given to Melbourne Royal:

- (a) before the date for admission of the Exhibit to the Showgrounds (as set out in the Relevant Schedule), if the cause for withdrawal of the Exhibit occurs or arises before that date; or
- (b) otherwise, as soon as possible after the cause for withdrawal of the Exhibit occurs or arises.

### 6.3 TRAINING OR PREPARING EXHIBITS OR EXHIBITORS

Exhibitors must not enter into an Event that is to be judged by a person who has trained or prepared the Exhibitor or Exhibit within six months of the date of the Event.

## 7. EXHIBIT TICKET

Subject to the Relevant Schedule, Melbourne Royal will issue an exhibit ticket for an Exhibit unless it otherwise determines. The Exhibitor or an Agent must produce the exhibit ticket upon a request from Melbourne Royal or a Steward.

# General Regulations for All Competitions

## 8. CONDUCT OF EXHIBITORS AND AGENTS

### 8.1 COMPLIANCE WITH RULES AND REGULATIONS

Where an Exhibit and/or Exhibitor and/or an Agent fail to comply with any of the Regulations, Melbourne Royal may impose one or more of the following penalties on the Exhibit or Exhibitor or both of them:

- (d) disqualification;
- (e) suspension;
- (f) a fine;
- (g) order the Exhibit or the Exhibitor, his or her family, invitees and Agents be removed from the Showgrounds; or
- (h) any other penalty.

Without limiting the above, Melbourne Royal may forfeit an award, and upon forfeiture, the Exhibitor must return any ribbon, money, prize card or other evidence of that award to Melbourne Royal within seven days after receiving notification of the forfeiture. Nothing in this Regulation limits Regulation 8.10.

### 8.2 COMPLIANCE WITH DIRECTIONS

- (a) The Exhibitor and/or Agent must fully comply with the directions and requests of Melbourne Royal. Without limitation, directions and requests of Melbourne Royal may apply to the Exhibit, the Exhibitor, the Agent, the conditions of the Event, the conduct of the Exhibitor, the conduct of the Event, the conduct of the Agent, the decision of the Judge, or the award of prizes.
- (b) Without limiting Regulation 88.2, upon a request from Melbourne Royal, an Exhibitor and/or Agent must make a statutory declaration in the form and with respect to matters Melbourne Royal in its discretion requires.
- (c) Without limiting Regulation 88.2, upon a request from Melbourne Royal, an Exhibitor and/or Agent must submit his or her Exhibit for inspection by a Veterinary Surgeon.

### 8.3 STATEMENTS

The Exhibitor and/or Agent must not make a statement regarding an Exhibit, which in the opinion of Melbourne Royal, is fraudulent, false, erroneous, misleading or deceptive or likely to mislead or deceive.

### 8.4 TAMPERING

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

## 8.5 UNACCEPTABLE BEHAVIOUR

Melbourne Royal is committed to providing a fair and equitable Venue for all participants, free from all forms of harassment, bullying and violence. The following behaviours will not be tolerated and may result in the event participant/Exhibitor being removed from the competition Venue and/or disqualified from the competition and formal procedures initiated:

- (a) violence;
- (b) bullying;
- (c) harassment;
- (d) sexual harassment;
- (e) unlawful discrimination;
- (f) victimisation.

Persons breaching acceptable standards of behaviour may be banned from entering future Melbourne Royal Events and/or the Venue.

## 8.6 ANIMALS AND LIVESTOCK

Unless Melbourne Royal gives prior written approval, pets, animals or livestock other than Exhibits must not be brought onto or permitted to enter or remain on the Showgrounds.

## 8.7 MUTUAL RECOGNITION

Melbourne Royal may recognise, act upon and enforce any penalty imposed by a Body on an Exhibit or Exhibitor or Agent at any time.

## 8.8 FURTHER PROCEEDINGS

Melbourne Royal may conduct further proceedings in relation to any matter concerning an Exhibitor, an Exhibit, an Agent, a potential Exhibitor, or a potential Exhibit, and impose any suspension, fine, disqualification, withdrawal or forfeiture of an award, handicap, reprimand, warning or any other penalty, irrespective of whether a Body has already imposed a penalty on the Exhibitor or the Exhibit or Agent, or on the potential Exhibitor or the potential Exhibit.

## 8.9 RECIPROCAL ARRANGEMENTS

Melbourne Royal may enter into reciprocal arrangements with a Body in relation to any matter concerning an Exhibit, an Exhibitor, an Agent, a potential Exhibit or a potential Exhibitor.

## 8.10 SMOKING

Melbourne Showgrounds is a completely smoke-free venue (effective 1 September 2016). Exhibitors, staff, patrons and contractors wanting to smoke will need to exit the venue to do so.

# General Regulations for All Competitions

## 9. POWERS OF MELBOURNE ROYAL IN RESPECT TO CONTROL OF THE EVENT

### 9.1 POWER TO REFUSE TO ACCEPT AN ENTRY, EXHIBIT OR EXHIBITOR

Melbourne Royal may refuse to accept an entry for an Event, an Exhibit or an Exhibitor or any of them.

### 9.2 POWER TO CANCEL OR ALTER

Melbourne Royal may:

- (a) alter the Closing Date for an Event, or the Closing Date for receipt of any particular entry;
- (b) remove any Exhibit from the Showgrounds or cause any Exhibit to be removed from the Showgrounds;
- (c) amend an entry for an Event to, without limitation, substitute an alternate competition or class for the competition or class in which the Exhibit is or was entered;
- (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 or to be judged;
- (h) alter the Judge scheduled to judge any Event; or
- (i) cancel any Event.

The rights set out above apply notwithstanding:

- (a) Melbourne Royal's acceptance of an entry for an Event;
- (b) inclusion of an entry for an Event in the Event Catalogue;
- (c) the issue of an exhibit ticket to an Exhibitor or in respect of an Exhibit or an Event; or
- (d) the issue of any other document to an Exhibitor or in respect of an Exhibit or an Event.

## 10. ILLNESS OF AN ANIMAL

### 10.1 ANIMAL HEALTH STATUS

If the Exhibitor or any Agent of the Exhibitor detects or suspects any illness amongst any of their Exhibits whilst the Exhibits are at the Showgrounds, the Exhibitor must:

- (a) report this fact immediately to the representative of Melbourne Royal responsible for the applicable livestock section (the Superintendent);
- (b) ensure that the Exhibit(s) concerned is/are contained within the space allocated by Melbourne Royal for the Exhibit(s), unless advised otherwise by the Superintendent or a member of Melbourne Royal veterinary panel on duty; and

- (c) where feasible to do so, contain soiled bedding from the Exhibit(s) concerned within the space allocated by Melbourne Royal for the Exhibit(s).

The Exhibitor may engage or consult a private veterinary surgeon in respect to the illness only after the above action has been taken and only after first consulting with a member of Melbourne Royal veterinary panel on duty.

### 10.2 TREATMENT UPON ILLNESS OR INJURY

If an Exhibit is ill or injured, a Veterinary Surgeon may in his or her discretion attend to or treat the Exhibit. The Veterinary Surgeon may do so even in the absence of authority from the Exhibitor, or contrary to that authority.

### 10.3 DESTRUCTION OR REMOVAL

Where, in the opinion of a Veterinary Surgeon, an Exhibit should be destroyed or removed from the Showgrounds:

- (d) the Veterinary Surgeon or any other person approved by Melbourne Royal may destroy or remove the Exhibit from the Showgrounds, or both; or
- (e) Melbourne Royal may require the Exhibitor to immediately destroy or remove the Exhibit from the Showgrounds or both.

All costs and expenses incurred by Melbourne Royal pursuant to this Regulation must be reimbursed by the Exhibitor to Melbourne Royal. Nothing in this Regulation limits Regulation 9.2.

### 10.4 NECROPSY

If an Exhibit dies while at an Event, Melbourne Royal may require that a necropsy be conducted on the animal. The Exhibitor must allow for the immediate release of the body to Melbourne Royal if requested by Melbourne Royal.

### 10.5 VETERINARY SURGEONS

Where an Exhibitor wishes to engage or consult a veterinary surgeon who is not appointed by Melbourne Royal, the Exhibitor must first inform the representative of Melbourne Royal responsible for the applicable livestock section. A Veterinary Surgeon, a Judge and Melbourne Royal itself is not required to have regard to or to consider any opinion of a veterinary surgeon so engaged or consulted by the Exhibitor, and a decision of a Veterinary Surgeon, a Judge or Melbourne Royal is final regardless of whether or not the Exhibitor has engaged or consulted a veterinary surgeon not appointed by Melbourne Royal.

# General Regulations for All Competitions

## 11. JUDGING

### 11.1 INTERFERENCE

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

Unless with the permission of Melbourne Royal, no Exhibitor or Agent of an Exhibitor may occupy the position of Judge or become in any way identified with the judging or handling of Exhibits in any class in which that person or that person's employers, family members or associates are interested. This does not apply to Stewards.

### 11.2 INDICATIONS OF OWNERSHIP

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

### 11.3 DECISION

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

### 11.4 PRIZES

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

- (a) award a second or third prize in place of a first prize;
- (b) withhold a prize where a prize should not be awarded;
- (c) where there is a tie for any placing in an Event, award subsequent placings so that the next placing will be the number of Exhibits already placed plus one (for example, if two Exhibits tie for first place, award a third for the next placing);
- (d) where all the prizes offered in an Event have been awarded and a further Exhibit is of sufficient merit to deserve a prize make a reserve number of the further Exhibit; or
- (e) give commendations where they are deserved.
- (f) award an Exhibitor more than one prize in any class where more than one entry is permitted.

### 11.5 DISQUALIFICATIONS

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

### 11.6 PRIZE CARDS

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

### 11.7 JUDGING/STEWARDSHIP COVID HEALTH REGULATIONS

Melbourne Royal will not reimburse any costs (accommodation, meals, loss of income etc) incurred by judges, stewards or other event participants due to enforced COVID-19 isolation and/or quarantine.

Please note, some judging positions may need to be changed without notification to Exhibitors. Melbourne Royal retains the right to fill a judging position at its own discretion in the event a judge is unable to participate for any reason, including COVID-19 or any travel related restrictions.

## 12. PROTESTS AND APPEALS

### 12.1 RESTRICTED TO CLASS

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

### 12.2 PROTEST TO STEWARDS

The Exhibitor may protest to the Chief Steward of the relevant section in relation to conduct, judging or any other matter relating to an Event. A protest must be made in accordance with the procedures set out in the Relevant Schedule and be received by the Chief Steward within 24 hours after the conclusion of the applicable Event.

### 12.3 APPEAL

The Exhibitor may appeal against:

- (a) a decision made by Melbourne Royal pursuant to Regulations; or
- (b) a decision of the Chief Steward or if the Chief Steward delegates the person to make the decision to the Assistant Chief Steward, the decision of the Assistant Chief Steward in relation to a protest under Regulation 12.

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## 12.4 FORM OF APPEAL

To be an appeal for the purpose of Regulation 12.2 an appeal made by the Exhibitor must be:

- (a) in writing setting out in reasonable detail the grounds for the appeal;
- (b) addressed to:  
The Chief Executive Officer  
Melbourne Royal Limited  
Melbourne Showgrounds  
Epsom Road, Ascot Vale, Victoria, 3032;
- (c) accompanied by a deposit of \$200.00 (or such other amount as is notified from time to time by Melbourne Royal for the purpose of this Regulation 12.3(c)); and
- (d) received by the Chief Executive Officer by 5 p.m. on the Business Day which is 10 Business Days after the day on which the decision the subject of the appeal was made.

## 12.5 REVIEW COMMITTEE

If an appeal is made in accordance with Regulation 12.3, the Chief Executive Officer must appoint a Review Committee comprised of three people, being persons who were not part of, and who are independent of, the committee or personnel who made the decision the subject of the appeal.

Within a reasonable time after receipt by the Chief Executive Officer of an appeal complying with Regulation 12.3, the Review Committee will meet to consider the appeal.

## 12.6 PROCEEDINGS OF THE REVIEW COMMITTEE

In considering an appeal, the Review Committee must:

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

## 12.7 NOTIFICATION OF REVIEW COMMITTEE'S DECISION

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

## 12.8 FORFEITURE OF DEPOSIT

Where an appeal is upheld by the Review Committee, the deposit referred to in Regulation 12.3 will be refunded to the Exhibitor when or within a reasonable time after the decision of the Review Committee is notified by the Chief Executive Officer to the Exhibitor. Where an appeal is not upheld by the Review Committee, the deposit referred to in Regulation 12.3 will be retained by Melbourne Royal.

## 13. ACCOMMODATION

### 13.1 NO OBLIGATION TO PROVIDE EXHIBIT SPACE OR ACCOMMODATION

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

### 13.2 PERSONAL EFFECTS

Melbourne Royal has no responsibility or liability for any loss or damage:

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

## 14. FIRE REGULATIONS

### 14.1 FLAMES

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

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## 14.2 ELECTRICAL INTERFERENCE

The Exhibitor and any Agent of the Exhibitor must not:

- (a) subject to Regulation 14.2, use mains powered electrical devices in or near any animal pavilion, stall, pen or locker or any Exhibit.
- (b) alter or interfere with any electrical wiring, switch, plug or socket whatsoever on the Showgrounds.

## 14.3 EXCEPTIONS

Nothing in Regulation 14(a) prohibits the use of main powered electrical appliances which are, in the opinion of Melbourne Royal, essential to animal care, or the use of a light-bulb in a locker if the light-bulb is fitted in the socket provided.

## 15. VEHICLE PARKING

### 15.1 LOADING AND UNLOADING

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

### 15.2 CARAVANS

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

### 15.3 TOW AWAY

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

## 16. LIABILITY AND INDEMNITY

### 16.1 RELEASE

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

- (a) Melbourne Royal has no responsibility or liability for any loss, damage, injury or illness to or caused by any Exhibit;
- (b) Melbourne Royal has no responsibility or liability for any loss, damage, injury or illness to or caused by any Exhibitor or any Agent;
- (c) Melbourne Royal has no responsibility or liability for any loss or damage to a Motor Vehicle or any of its contents whilst it is on the Showgrounds or in any car park under Melbourne Royal's control; and
- (d) without limiting Regulations 16(a) and 16(b) above, Melbourne Royal has no responsibility or liability for any loss, damage, injury or illness resulting from the sale, treatment, failure to treat, destruction, disposal or other dealing with any Exhibit, or for any loss, damage or injury to any personal belongings, equipment or property brought onto the Showgrounds by any person.

### 16.2 INDEMNITY

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

- (a) loss, damage, injury or illness to any person in connection with the Exhibit or the relevant Event;
- (b) without limiting Regulation 16(a), loss, damage, injury or illness to any other Exhibit or Exhibitor, or any Agent of any other Exhibitor, or to the property of Melbourne Royal, or its members, or to the general public, or any member of the general public, caused or contributed to or by any act or omission of an Exhibit of the Exhibitor or by the Exhibitor or any Agent of the Exhibitor; and

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- (c) without limiting Regulation 16(a), loss, damage, injury or illness to the Exhibit, or to the Exhibitor or any Agent of any other Exhibitor caused or contributed to by an act or omission of an Exhibit or by the transportation, feeding, housing or exhibiting of an Exhibit.

## 16.3 REMOVAL FROM SHOWGROUNDS

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

## 17. ANIMAL OWNER'S LIABILITY INSURANCE

Melbourne Royal may arrange owner's liability insurance cover for Exhibitors of Exhibits that are animals, and, if Melbourne Royal does so, the Exhibitor is bound by the terms and conditions of this insurance and by applicable duties of an insured under the Insurance Contracts Act (1984). Details of owner's liability insurance cover arranged by Melbourne Royal are set out in the Relevant Schedule.

## 18. INFORMATION HANDLING

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

### 18.1 COLLECTION OF PERSONAL INFORMATION

- (a) Melbourne Royal may collect, hold and use personal information about Exhibitors, their family members, invitees or Agents.
- (b) The types of information that may be collected include names and contact details, credit card details, qualifications, results of the Exhibitor's entry into the relevant Event and any reprimand, fine, disqualification, withdrawal of an award or penalty imposed on the Exhibitor in connection with entry of the Exhibit in the relevant Event. Information may also be collected from other Bodies relating to the Exhibitor's entry into events held by that Body including, without limitation, reprimands, fines, disqualifications, withdrawals of awards or penalties imposed.

- (c) Personal information is collected for the purpose of administration of Events and the Show, as well as related purposes including, without limitation, promoting the Events and the Show, maintenance of records of information relevant to qualifications for future events, maintenance of health and safety records in relation to Events, applicable insurance cover for Events and making claims under Melbourne Royal's insurance for incidents which involve an Exhibitor and occur during an Event.
- (d) Personal information may also be used for the purpose of informing Exhibitors about other events and services. Melbourne Royal may send an Exhibitor publications and information about other events and services unless the exhibitor indicates to Melbourne Royal that the Exhibitor does not want to receive such publications or information.

### 18.2 SHARING OF PERSONAL INFORMATION

- (a) Melbourne Royal may share information which has been collected by Melbourne Royal under Regulation 18.1 with other organisations and service providers to assist in administering the Events and the Show, including co-sponsors of Events and health service providers, indemnity or insurance providers or other Bodies, or any entity that may subsequently administer the Event.
- (b) Melbourne Royal may also publish winners details on its websites or publications or disclose information about an Exhibitor to the media for the purpose of publishing articles on the Exhibitor's participation in the Event, unless the Exhibitor has requested that the Exhibitor's personal information not be published or disclosed for these purposes.
- (c) Melbourne Royal may also disclose information if otherwise required or authorised by law.