



ROYAL AGRICULTURAL & HORTICULTURAL  
SOCIETY OF SOUTH AUSTRALIA INCORPORATED

# **GENERAL REGULATIONS**

**Royal Adelaide Showground  
PO Box 108  
Goodwood SA 5034  
(08) 8210 5211**

**Revised:  
14 February 2003**

---

# Royal Agricultural & Horticultural Society of South Australian Incorporated

## GENERAL REGULATIONS INDEX

	Page No.
Absence of Exhibit .....	10
Prior to admission to the Showground .....	10
After admission to the Showground .....	10
Accommodation .....	11
Admission to and Use of Showground .....	14
Admission to Showground .....	14
Admission Fee to Showground .....	14
Age of Animal Exhibits .....	6
Agents .....	8
Allotment of Space .....	15
Application forms and passes .....	5
Arrival and Arrangement of Exhibits .....	9
<b>Binding on all entrants and exhibitors .....</b>	<b>4</b>
<b>Care and Control of Exhibits .....</b>	<b>9/10</b>
Cheques and Negotiable Instruments .....	16
Commercial Exhibitors .....	13
Commissions .....	16
Competitive Exhibits .....	5
Requirements for entering Event .....	5
Altered Entries .....	5
Restrictions upon and control of Competitive Entries .....	5/6
Conduct of Exhibitors .....	13
Compliance with rules and regulations .....	13
Compliance by family, invitees and Agents .....	13
Default by family invitees and Agents .....	13
Compliance with directions .....	14
Grand Parades .....	14
Statements .....	14
Tampering .....	14
Smoking .....	14
<b>Definitions .....</b>	<b>4</b>
Delegation of Powers and Discretions .....	16
Departure of Exhibits .....	10
Dictionary and Interpretations .....	20
Discipline, Disputes, Complaints and Appeals .....	17
Disputes, Complaints and Appeals .....	17
Protests .....	17
Disciplinary Matters .....	17
Disciplinary Committee .....	18
Disciplinary Regulations .....	18
Penalties .....	18
Review of Sectional Committee Panel or Disciplinary Committee .....	18
Disciplinary Review Committee .....	18
Composition of Disciplinary Review Committee .....	18
Powers .....	18/19

Displaying or Disposing of Goods or Stock .....	16
Entertainment, Demonstrations and Displays .....	15
Entry Fees .....	5
Exhibits ownership and entrance onto Showground .....	9
Fees .....	20
Fire Regulations .....	8
Flames .....	8
Electrical interference .....	9
Exceptions .....	9
Fodder .....	15
Food and Beverage .....	15
Governing Law .....	4
Grandstand Seating .....	15
Identification of Exhibits .....	11
Insurance .....	8
Interpretation .....	4
Liability and Indemnity .....	7
Release .....	7
Trade Practices Act .....	7/8
Indemnity .....	8
Removal from Showground .....	8
Lotteries and other Gambling Formats .....	15
Membership of the Society, Entries & Conditions of Exhibiting .....	4
Membership .....	4
Non Competitive Entries .....	6
Notices to Exhibitors .....	11
Other Procedures .....	20
Parading Livestock .....	11
Parking and driving of vehicles on the Showground .....	16
Vehicle Removal .....	16
Personal Belongings .....	11
Powers of Society .....	7
Prize Schedules .....	17
Categories .....	17
Liability .....	17
Judges & Stewards .....	17
Program of Competitive Exhibits .....	12
Prohibited Drugs .....	12/13
Publication .....	4
Recognition and Imposition of Penalty and Disqualification .....	6/7
Regulations and Amendments .....	4
Regulations and their interpretation .....	4
Removal from Showground .....	15
Removal of Exhibits .....	11
Risk Management .....	17
Sale of Goods and Services .....	15
Sales by Exhibitors .....	15
Sales of Exhibits .....	15
Side Show .....	15
Special Regulations Applicable to particular Sections .....	4
These Regulations .....	4
Tickets .....	14
Veterinary Services .....	11

## **1. Regulations and their interpretation**

### **1.1 These Regulations**

These regulations are to be read with any Special Regulations of the Royal Agricultural & Horticultural Society of South Australia Inc (Society). 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 Society may from time to time amend these regulations and any other regulation of the Society in the manner permitted by the constitution.

## **2. Definitions**

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

## **3. Interpretation**

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

## **4. Binding on all entrants and Exhibitors**

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

## **5. Publication**

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

## **6. Special Regulations Applicable to particular Sections**

The Society may make Special Regulations in relation to various sections of the Royal Adelaide Show (Show) or in relation to any event conducted or promoted by the Society. Special regulations may be published in the Society’s Prize Schedule or Show catalogue. Special regulations complement but otherwise operate subject to the General Regulations.

## **7. Governing Law**

The laws of South Australia govern the regulations.

## **8. Membership of the Society, Entries and Conditions of Exhibiting**

### **2.0 Membership**

- 2.0.1 A person may become a member of the Society on payment of a membership subscription. The subscription fee is set annually by the Society’s Board (January to December) and is due for payment from 1 January. Payments made after 1 January will be charged at the full annual membership rate.
- 2.0.2 Members of the Society 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 Society.
- 2.0.3 Competitive Exhibitors of selected sections and all commercial Exhibitors must be financial members of the Society. Variations to or waiver of this requirement will be at the discretion of the Board.

### **2.1 Application forms and passes**

Every Exhibitor shall sign an application form and lodge it with the Society. Forms are obtainable from the Society. On approval by the Society, 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.

### **2.2 Entry Fees**

Entry fees are payable and are not refundable in the event of the Exhibit being withdrawn, disqualified or the competition cancelled unless otherwise specified by the Society. 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 Society.

### **2.3 Competitive Exhibits**

#### **2.3.1 Requirements for entering Event**

To enter an event an entry must be:

- (a) in writing;
- (b) on an entry form provided by the Society;
- (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 Prize Schedule; and
- (e) submitted on or before the closing date to the Society's Office.

#### **2.3.2 Altered Entries**

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

### **2.4 Restrictions upon and control of Competitive Entries**

The Society may control or limit competitions as follows:

- (a) The Society may restrict the number of Exhibits in any event or competition or the number of entries of any one Exhibitor.
- (b) The Society may postpone or cancel any event or competition at its discretion prior to or during the event or competition.
- (c) All Exhibits must be the property of the Exhibitor except where permitted by the special conditions detailed in the sectional Prize Schedule for certain competitive sections of the Royal Adelaide Show.
- (d) Exhibitors must obey the reasonable direction of Society representatives (sectional committee members, judges, stewards or Society employees). This may include the vacating of an area or removal from a competition or an event.
- (e) During the judging of Exhibits the Society's representative may require all Exhibitors and the public to leave the judging area until judging is complete.
- (f) An Exhibitor must not judge classes in which they have entered an Exhibit.
- (g) An Exhibitor must not attempt to interfere or influence the judges while in execution of their duties.
- (h) 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.

- (i) 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 Society.
- (j) De-sexed animals are ineligible for competition in classes for which there are specific categories for male and female animals. The Society 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.
- (k) An Exhibit is ineligible for competition in more than one class unless otherwise is provided for in the Prize Schedule for the section.
- (l) Only current prizes awarded by the Society may be displayed at the Showground.
- (m) Exhibitors will stage their Exhibits as directed by the Society's representatives.
- (n) Exhibits must not be removed, substituted or altered without the written approval of the Society.
- (o) If requested Exhibitors must identify their Exhibits to the Society's representative prior to judging of the class.
- (p) Exhibits must be identified by their allocated Exhibit number. This will be affixed as per the standard procedure set out in the sectional Prize Schedule.
- (q) Unless otherwise stated in the sectional Prize Schedule, transfers of Exhibits are not permitted to another class.
- (r) Only animals that have been entered for competition and/or display are permitted onto the Showground.
- (s) Quantities, weights and sizes of Exhibits must comply with the requirements of the class.

## **2.5 Non Competitive Entries**

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

## **2.6 Age of Animal Exhibits**

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

## **2.7 Recognition and Imposition of Penalty and Disqualification**

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

- 2.7.1 Obtain information about any penalty or disqualification from any or all of the following bodies:
- Royal Agricultural Society of the Northern Territory Inc;
  - Royal National Agricultural & Industrial Association of Queensland;
  - Royal Agricultural Society of Victoria;
  - Royal Agricultural Society of NSW;
  - Royal Agricultural Society of Tasmania;
  - Royal National Agricultural & Pastoral Society of Tasmania;
  - Royal National Capital Agricultural Society;
  - Royal Agricultural Society of WA;
  - Any breed association or society recognised by the Society;

- Any other body that has certified or Exhibited an Exhibit of the kind that is currently being Exhibited with the Society.
- 2.7.2 The Society may, in its absolute discretion, convey information to any of the bodies referred to at 2.7.1 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 Society on or in connection with the Exhibitor or an Exhibit;
  - (b) any investigation, inquiry or hearing conducted by the Society, whether finalised or not, and irrespective of whether resulting in the imposition of any of the penalties.

## 2.8 Powers of Society

The Society 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 Society's powers, the Society 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 2.8 apply notwithstanding:

- (a) the Society'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.

## 2.9 Liability and Indemnity

### 2.9.1 Release

Entry to the Showground is entirely at the risk of the Exhibitor or person. It is a condition of entry that the Society 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 Society 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.

### 2.9.2 Trade Practices Act

To the extent that any matter relating to entry or remaining upon the Showground relates to the supply of goods or services by the Society within the meaning of s. 68A of the *Trade Practices Act 1974 (Cth)*, the Society's liability is limited as follows:

- (a) 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 re-supply of the services.

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

### **2.9.3 Indemnity**

To the maximum extent permitted by law, each Exhibitor must indemnify and keep indemnified the Society 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 Society 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 Society, 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.

### **2.9.4 Removal from Showground**

Without prejudice to any other provision of these regulations, where the Society, 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.

### **2.10 Insurance**

The Society may arrange liability insurance cover or such other security as the Society 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.

### **2.11 Agents**

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

### **2.12 Fire Regulations**

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

#### **2.12.1 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.

### **2.12.2 Electrical interference**

It is strictly prohibited to:

- (a) 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.

### **2.12.3 Exceptions**

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

### **2.13 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 Society's consent, no animal shall be brought onto the Showground without the Society's consent.

### **2.14 Arrival and Arrangement of Exhibits**

- 2.14.1 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 Society.
- 2.14.2 All non-competitive Exhibits must be on the Showground not later than 9 am on the opening day of the Show.
- 2.14.3 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.
- 2.14.4 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 Society, and they shall forthwith vacate same upon being requested so to do by an official of the Society.

### **2.15 Care and Control of Exhibits**

- 2.15.1 Exhibitors shall arrange their Exhibits under the direction of the Society, and no Exhibit shall afterwards be removed without the sanction of the Society.
- 2.15.2 No Exhibitor, without the consent of the Society, shall remove any official placard, ticket or ribbon, affixed or posted by the Society, nor shall any Exhibitor without such consent affix any other placard, ticket or ribbon, nor shall an Exhibitor refuse in any way to carry out the instructions of the Society. 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.
- 2.15.3 The Society 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 Society, 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.
- 2.15.4 Subject to any Special Regulations for the time being in force, accommodation will be provided at the Showground for livestock.
- 2.15.5 The Society will make provision for the feeding and watering of birds.
- 2.15.6 Horses, cattle, goats, alpacas, sheep, dogs and cats must be fed and watered by the relative Exhibitors (or their agents), under whose care and supervision they will remain.

- 2.15.7 The Society 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 Society, and it shall be a condition of entry that each Exhibitor shall hold the Society indemnified against any claim in respect of any such accident, loss or damage caused by any Exhibit of such Exhibitors.
- 2.15.8 The Society shall not be responsible for any loss or damage caused (inter alia) through disease or infection howsoever arising.
- 2.15.9 Each Exhibitor shall be deemed to have guaranteed to the Society 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 Society, and to any other Exhibitor who may suffer by reason of such breach.
- 2.15.10 Should there be any reason to suspect that any Exhibit is either diseased or dangerous, the Society 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.

## **2.16 Absence of Exhibit**

### **2.16.1 Prior to admission to the Showground**

Unless otherwise directed by the Society, an Exhibit must be Exhibited unless a certificate signed by the Exhibitor is lodged with the Society 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 Society considers reasonable.

### **2.16.2 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.

## **2.17 Departure of Exhibits**

- 2.17.1 The Society reserves the right to retain any or all Exhibits for such further time as the Society may consider necessary; and no Exhibit shall be removed from the Exhibition without a formal permit from the Chief Executive. Any Exhibit may be detained by the 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 Society.
- 2.17.2 Exhibits shall not be removed from the Showground otherwise than as permitted by these or any Special Regulations.
- 2.17.3 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.

## **2.18 Removal of Exhibits**

- 2.18.1 The Society 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 Society may remove such Exhibit, object or thing from the Showground.
- 2.18.2 Neither the Society 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.
- 2.18.3 The Society 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 Society to do so.

## **2.19 Veterinary Services**

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

## **2.20 Accommodation**

The Society 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.

## **2.21 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 Society for safe storage.

## **2.22 Notices to Exhibitors**

The Society may give notice to an Exhibitor either orally 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.

## **2.23 Identification of Exhibits**

Each Exhibitor must produce, when asked by an authorised officer of the Society, 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 Prize Schedule or Catalogue.

## **2.24 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 Society 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 Society. Exhibits participating in a parade must be ridden, handled and/or controlled by a competent rider or handler.

## **2.25 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 Prize Schedule or Catalogue. The Society reserves the right to make changes to the Show Program from time to time. Notice of any changes will be posted on the notice board at the Society's Administration Office or at the relevant sectional Supervisors Office at the Showground

## **2.26 Prohibited Drugs**

- 2.26.1 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 musculo-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 2.26.3, antibiotics.
- 2.26.2 An Exhibitor shall present their Exhibit for competition free of any and all prohibited drugs as defined in 2.26.1.
- 2.26.3 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.
- 2.26.4 The use of hormonal growth promotants is strictly forbidden and any animal treated with hormones will not be eligible for Exhibition at the Royal Adelaide Show or any other event conducted by or promoted by the Society.
- 2.26.5 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.
- 2.26.6 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 Society'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 Society to be incomplete may be rejected by the Society 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 2.26.9 below,
  - (b) The Exhibitor has paid to the Society the examination fee required by the Society (and such other amount as the relevant Sectional Committee may determine), and
  - (c) Permission to compete has been given in writing by a Society nominated veterinarian.
- 2.26.7 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 Society, and
  - (b) By a Veterinary Surgeon nominated by the Society.
- 2.26.8 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.

- 2.26.9 The Society 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 Society 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.
  - (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.
- 2.26.10 Where, prior to an event, a Veterinary Surgeon nominated by the the Society's 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.
- 2.26.11 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 Society.
- 2.26.12 The Society 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.
- 2.26.13 No liability shall attach to the Society, or any employee, agent or nominee of the Society, 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.

### **2.27 Commercial Exhibitors**

All Commercial Exhibits shall be conducted in accordance with the agreement in writing entered into with the Society and Special Regulations and any applicable site licence or other agreement. All such Exhibits and Exhibitors occupy pursuant to the said agreement, application, Special Regulations and any applicable site agreement.

### **2.28 Conduct of Exhibitors**

#### **2.28.1 Compliance with rules and regulations**

Where, in the opinion of the Society, the Exhibitor fails to comply with any of the rules and regulations referred to in the sectional Prize Schedule, the regulations and any agreements or licence, the Society may impose one or more of the penalties that are provided for in Regulation 8.6 hereof.

#### **2.28.2 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 Society's regulations.

#### **2.28.3 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 Society's regulations may be deemed by the Society to be the act or omission of the Exhibitor.

**2.28.4 Compliance with directions**

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

**2.28.5 Grand Parades**

Exhibitors must where directed by Society representatives or as directed in the appropriate sectional Prize Schedule participate in the Grand Parades conducted during the Royal Adelaide Show on the main arena. Failure to comply with this regulation may result in a fine or other penalty as detailed in the sectional Prize Schedule.

**2.28.6 Statements**

The Exhibitor, his or her family, invitees and agents must not make a statement regarding an Exhibit, which in the opinion of the Society, 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 Society and is not made on the Society's behalf.

**2.28.7 Tampering**

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

**2.28.8 Smoking**

Smoking is strictly forbidden 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 Prize Schedule.

**3. Admission to and Use of Showground**

**3.1 Admission to 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 Society reserves the right at any time to terminate a person's licence.

**3.2 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 Society to ticketholders.

**3.3 Tickets**

Admission to the Showground shall be by authorised ticket or approved pass or other method as approved by the Society.

### **3.4 Grandstand Seating**

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

### **3.5 Removal from Showground**

Any person who, in the opinion of the Society, 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 Society.

### **3.6 Sale of Goods and Services**

- 3.6.1 The sale of all goods and services and the conducting of any commercial activity on the Showground is reserved to and regulated by the Society.
- 3.6.2 No person or business may conduct any commercial activity on the Showground without being licensed to do so by the Society.
- 3.6.3 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 Society.

### **3.7 Entertainment, Demonstrations and Displays**

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

### **3.8 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 Society.

### **3.9 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 Society.

### **3.10 Side Show**

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

### **3.11 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 Society beforehand.

### **3.12 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 Society and not otherwise.

### **3.13 Sales by Exhibitors**

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

### **3.14 Sales of Exhibits**

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

### **3.15 Commissions**

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

### **3.16 Displaying or Disposing of Goods or Stock**

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

### **3.17 Parking and driving of vehicles on the Showground**

3.17.1 All drivers and owners of vehicles agree that if they fail:

- (a) to obey all signs and symbols indicating limitations upon entry, speed of travel or parking of vehicles;
- (b) to obey the directions of all Society staff concerning the entry, driving and parking of vehicles;
- (c) the Society 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.

#### **3.17.2 Vehicle Removal**

Further to 3.17.1, if the Society 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:

- 3.17.2.1 the removal is at the sole risk of the owner of the vehicle;
- 3.17.2.2 the driver and owner agree to indemnify the Society with respect to any such removal;
- 3.17.2.3 the Society shall cause the vehicle to be delivered to such storage facility as it in its discretion decides;
- 3.17.2.4 the Society 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;
- 3.17.2.5 in addition, the Society may impose such fine or penalty for the said failure, payment of which shall be a pre-condition of release of the vehicle.
- 3.17.2.6 Without limiting the generality of the above or in any way derogating from the Society's rights and powers with respect to vehicles, the Society 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.

### **4. Delegation of Powers and Discretions**

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

### **5. Cheques and Negotiable Instruments**

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

## **6. Risk Management**

Any Risk Management Policy of the Society from time to time has effect as if part of these General Regulations. Information about any such Risk Management Policy may be obtained from the Society.

## **7. Prize Schedules**

### **7.1 Categories**

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

### **7.2 Liability**

The Society shall not be responsible or liable in case of any error, misstatement or misdescription appearing in any sectional Prize 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.

### **7.3 Judges & Stewards**

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

## **8. Discipline, Disputes, Complaints and Appeals**

### **8.1 Disputes, Complaints and Appeals**

Matters of dispute, complaints about judging or disqualification or any appeal from a decision from a judge in an event or Exhibition may be determined by the Society in accordance with the General Regulations or any applicable Special Regulations, or in absence of any relevant regulation - as may be determined by the Chief Executive, at the discretion of the Chief Executive which discretion shall be reasonably exercised for the just and prompt determination of any matter.

### **8.2 Protests**

To the extent allowed by these regulations or any Special Regulations an Exhibitor may protest any decision in relation to conduct, judging or any other matter relating to an event or Exhibit. The protest must be made in accordance with the regulations or as otherwise directed by the Chief Executive and, unless specified otherwise, be received in writing within 2 hours of the relevant decision. Protests shall be made to the relevant decision-maker who shall forthwith consider the protest on its merits.

### **8.3 Disciplinary Matters**

Complaints or allegations relating to any alleged breach of a regulation of the Society may be heard by a panel constituted by a sectional committee ('Panel') in accordance with any relevant Special Regulations or, at the discretion of the Society, by a Disciplinary Committee convened by the Society.

#### **8.4 Disciplinary Committee**

A Disciplinary Committee shall comprise not less than 3 persons appointed by the President one of whom shall be a member of the Board and one a member of the relevant sectional committee not involved in the making of the original decision.

#### **8.5 Disciplinary Regulations**

If the Panel or the Disciplinary Committee considers that there has been a breach of a regulation of the Society, it may impose such penalty as it considers appropriate in accordance with the regulations.

#### **8.6 Penalties**

If a Panel or a Disciplinary Committee consider that there has been a breach of the regulations of the Society, it may impose such penalty as it considers to be appropriate, including without limitation:

- (i) a reprimand;
- (ii) a monetary fine (payable at such time as the committee may determine);
- (iii) withdrawal or withholding of any Award or ribbon or Prize;
- (iv) disqualification in respect of any class;
- (v) order the Exhibit or the Exhibitor, their family, invitees and Agents be removed from the Showground; or
- (vi) where the person concerned is a member, suspension or termination of that membership; and

any other penalty that may be provided for in the Special Regulations of the Society.

Without limiting the above, the Society may forfeit an Award, and upon forfeiture, the Exhibitor must return any ribbon, money, Prize Card or other evidence of that Award to the Society within seven days of receiving notification of the forfeiture.

#### **8.7 Review of Sectional Committee Panel or Disciplinary Committee**

An application to review a decision of a Panel or a Disciplinary Committee must be in writing, setting out the grounds for the review, accompanied by a fee determined from time to time by the Board or the Chief Executive addressed to the Chief Executive and submitted within one week of the relevant decision.

#### **8.8 Disciplinary Review Committee**

##### **8.8.1 Composition of Disciplinary Review Committee**

A Disciplinary Review Committee shall comprise not less than 3 persons appointed by the Board who are independent of the sectional or other committee or personnel involved in the making of the original decision.

##### **8.8.2 Powers**

A Disciplinary Review Committee convened by the Society will meet within a reasonable time to consider any application for review, and if the Committee determines, the merits of the decision the subject of the application. The Committee shall have power to:

- (a) Refuse the application;
- (b) Allow the application in whole or in part;
- (c) Substitute its own decision or otherwise vary the decision of the Panel or the Disciplinary Committee;
- (d) Refer the matter back to the Panel or Disciplinary Committee for re-hearing;

- (e) Refer the matter to a differently constituted Panel of the relevant sectional committee or Disciplinary Committee for re-hearing

With the leave of the Disciplinary Review Committee an applicant has the right to be legally represented before it at their own expense. The Committee may seek such legal assistance or advice from or through the Society's solicitors as the Committee may determine to be necessary in the making of any decision on review. The Committee may determine such procedures as may be appropriate for the just and prompt determination of any application.

#### **8.9 Other Procedures**

When in the opinion of the Board any procedure in the General Regulations or in any Special Regulations, or any procedure needs to be varied, adopted or substituted, after notice to the parties affected by the procedure and hearing any submissions, the Board may vary, adopt or substitute a procedure that will do justice to the parties and expedite a decision.

#### **8.10 Fees**

The Society may impose such fee or fees as it deems appropriate with respect to any protest, dispute, complaint, appeal or review process, payment of which will be a condition precedent for the invocation of the relevant process.

(Schedule Next Page)

## SCHEDULE

### Dictionary and Interpretations

In these regulations

**Application 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 Society.

**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 Society in the Society's absolute lawful discretion.

**Board** means the Board of Management of the Society

**Catalogue** means the Society'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 Society 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 Special Regulations applicable to the section in which such Exhibit is entered and such other conditions as may be prescribed by the Society in relation to the particular section or subsection or class in which such Exhibit is entered.

**Council** means the Council of the Society

**Disciplinary Committee** means a special committee of that name appointed under these regulations for the purposes of considering matters of discipline

**Disciplinary Review Committee** means a special committee of that name appointed under these regulations for the purposes of reviewing disciplinary decisions

**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 Society.

**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 Society to judge the Exhibitions and competitions comprised in the relevant sectional Prize 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. 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 Society 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.

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

**Regulations** means the regulations as from time to time amended by the Society.

**Show** means the Royal Adelaide Show.

**Showground** means the Society's Showground including the Royal Adelaide Showground at Wayville 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.

**Society** means the Royal Agricultural & Horticultural Society of South Australia Incorporated its Board and any person authorised by the Board to act in the Society's name

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

**Veterinary Surgeon**, where the context shall reasonably permit, means and includes a veterinarian appointed by the Society 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 Society may determine.

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.