

# REGULATIONS & WAIVER

## GENERAL

1. **MEMBERSHIP AND ENTRY FEES** - All livestock exhibitors are required to be Members or Honorary members of the Australian Sheep Breeders' Association Inc (ASBA). Honorary Members exhibiting livestock must pay the \$100 Membership fee. The entry fee per class is \$27.50 (sheep and goats) which includes a \$2.00 pen cleanup levy per class entry. Large animals requiring additional penning will be subject to additional penning charges.
2. **RESPONSIBILITY OF EXHIBITOR** - The signing or agreement of the entry for any exhibit is acceptance that the Association will not be responsible under any circumstances whatsoever, or for exhibits, any damage or injuries or loss.
3. In these regulations the singular includes the plural and vice versa, words importing persons shall include companies and corporations and words referring to one gender shall include the other genders, where applicable.
4. The Executive Committee as constituted by the Annual General Meeting shall have the power of the full Committee and/or Association in relation to these regulations.
5. **ACKNOWLEDGMENT, RELEASE AND INDEMNITY** - The Exhibitor enters at his own risk. The Association accepts no responsibility for the loss of or damage to or by any exhibit. The whole of the Show, the events there at, the exhibits and exhibitors and their agents shall be under the control of and subject to the decisions of the Officers, Committee or Appointees of the Association. Any decision or direction made, by either, whether in accordance with the rules or not, shall be final and binding and no Exhibitor shall have any right or cause of action against the Association or the Members of the Committee or Appointees or any right to approach or seek relief from any Court because of any decision made by the Association, the Committee or Appointees.
6. **ALTERATIONS TO REGULATIONS** - No change can, under any circumstances, be made in the regulations of the Association so far as Exhibitors and Members are interested, unless submitted and approved at a meeting of the Committee and duly communicated to the Exhibitors and Members.

### ENTRY CONDITIONS

7. **ACCEPTANCE OR REJECTION OF ENTRIES** - The Association reserves the right to accept or reject any entry. The Executive Committee shall have the power to impose a restriction on the number of entries if considered necessary to meet accommodation availability.
8. **ALL ANIMALS ENTERED AND EXHIBITED** - must be the bona-fide property of the Exhibitor as specified by the individual Breed Society requirements.
9. **ARRIVAL OF EXHIBITS** - No exhibits can be allowed into the Show without production of exhibit tickets issued by the Secretary and all exhibits must be penned by 10.30 p.m. on Thursday, 13th July. The Executive Committee may waive this requirement if the need arises.
10. **CLASSES** - As agreed by the Committee and listed in the Prize Schedule and regulations.
11. **CLASSING, INSPECTIONS, STEWARDS** - Classing and inspections are required by individual breeds in accordance with the rules of the Breed Societies.
12. **CONDUCT OF EXHIBITORS** - Should the Association be of the opinion that:
  - (a) a fraudulent, false or erroneous statement has been made regarding any exhibit, or
  - (b) that the exhibit has been tampered with or improperly dealt with, then the exhibit or exhibitor may be dealt with at the discretion of the Association.

### 13. DEPARTURE OF EXHIBITORS

#### **- NO EXHIBITS WILL BE ALLOWED TO DEPART FROM THE SHOW BEFORE 4.00 P.M. ON SUNDAY, 16TH JULY 2017**

Your commitment to exhibit is a commitment to be at the show until closing on Sunday. The paying public is still entering the show ground up to lunch time and later on the Sunday and we are expected to keep the pavilions and livestock on display for them to see until the notified departure time of 4:00pm. The danger to the public of utilities and trucks entering and departing through these people is of acute concern to us and to you as well.

**3:30pm – Livestock Exhibitors** – please convey as much unused feed/show gear etc. to your vehicle so that when you pull in to load you minimize your loading time.

**4:00pm - Livestock exhibitors** are only allowed to remove their exhibits from allocated pens and load for departure from the showgrounds after this time.

Priority for long distance travelers (those travelling over 1,000 km).

We ask that you show others the courtesy of taking your turn.

**5:00pm –** Show closes.

Please be respectful to others and load your vehicles quickly and efficiently – once you have loaded your vehicle please exit the Showgrounds through the following gates only:

#### **EXITING THE SHOWGROUNDS**

**Gate 2** – from 4:00pm onwards (not for large vehicles)

**Gate 3** – from 4:00pm onwards (any vehicle)

**PLEASE NOTE : EXHIBITORS ARE REQUESTED TO USE GATES 2 & 3 ONLY**

14. **DISPUTES COMMITTEE** – Will consist of 3 members nominated from the Association's Executive Committee. Unless otherwise specified by breed society regulations.
15. **DISQUALIFICATION** - A Disputes Committee shall have the power to disqualify any exhibit or Exhibitor for any reason which shall appear to warrant such disqualification, at any time and whether a complaint has been lodged or not.
16. **ELIGIBILITY** - Entries must comply with the entire tattoo, standards and other requirements of the individual Breed Societies.
17. **EMERGENCY CONTACT NUMBER** – 0419 581 121 in emergency situations only.
18. **EXHIBITOR OF ANY DISAPPROVED EXHIBIT** - Any exhibit disqualified by a Disputes Committee and given notice to that effect by the Association must immediately remove such exhibit from the Show, if required to do so.
19. **EXHIBITORS VEHICLES**- Vehicles and stock trucks/vans are to be removed from the site/s area by 10.30pm 14th July 2017 and parked within designated parking locations prior to the commencement of activities at the venue.
20. **FEED & WATER CONTAINERS & FEED FOR EXHIBITS** – for hygiene and flock health reasons, all exhibitors are encouraged to provide their own feed and water containers for use at the show. Some may be available on site on request. Exhibitors must supply their own feed and labor requirements.
21. **FIRE AND SAFETY REGULATIONS** - Cooking, heating of water by any means whatsoever, the use of any device involving naked flames, and smoking are prohibited in or near any animal pavilion, stall, or pen. The alteration or interference with any electrical wiring, switch, plug or socket is prohibited. **Mains powered electrical appliances may only be used in or near any animal pavilion pen or stall if they are, in the Association's opinion, essential for animal care.**
22. **FOOTROT** - No entries to exhibit foot rot and to comply with entry form requirements.
23. **GROUP CLASS JUDGING** - As specified in the Sections. If Judges are unable to agree, their Chief Steward shall appoint an Appeal Judge.

24. **HANDLING** - No person, except Inspectors, Stewards and Judges, shall be allowed to examine exhibits until after all the awards have been made. Any person infringing this regulation will be liable to be immediately expelled from the Show.
25. **HORMONES** - Any animal entered which can be proved to the satisfaction of the Disputes Committee to have received hormones shall be disqualified. The decision or determination of the Disputes Committee shall be final and shall not be called into question in any proceeding or in any manner whatsoever. The Australian Sheep Breeders Association reserves the right to randomly test any animal that is entered for the show.
26. **INSURANCE** - Any Exhibitor who desires to effect insurance should acquaint his Insurance Company of his own requirements.  
The Committee would point out to Exhibitors that the Association accepts no responsibility whatsoever for the safety or custody of the animals or items exhibited at the Show. The ASBA shall not be held liable for loss or damage incurred by exhibitors before, during or after the event. It is recommended that vendors carry adequate insurance to cover theft, loss and damage.
27. **JUDGING** - Any person interfering with the Inspectors, Stewards, Judges, or exhibits, or making audible remarks about them (unless authorized by the Stewards or in reply to the Judges) will be dealt with by the Stewards, with the penalty to be at the discretion of the Executive Committee, with no appeals.  
The Committee will appoint Judges and Stewards, after consultation with the relevant Breed Society.
28. **JUDGING RING** - Any person (excepting Judges, Stewards, Secretary, Media and Attendants) found within the judging ring or animal pens during the judging render themselves to be removed by order of the Stewards, and if repeating the offence or refusing to move, shall not be allowed in again during the Show or other penalty as decided by the Executive Committee.
29. **LATE ENTRIES** - No late entries will be permitted after 14<sup>th</sup> June 2017 unless ratified by the ASBA. Late Entries after the 15<sup>th</sup> June 2017 and before 30<sup>th</sup> June 2017 will incur a \$50.00 late fee or processing fee. Due to space restrictions, there is no guarantee late entries will be accepted.
30. **LIMIT ON ENTRY INTO MULTIPLE CLASSES** - Subject to the relevant schedule, an exhibit must not be entered in more than one ordinary class. Special group classes, championship and trophy classes do not count as ordinary classes.
31. **NLIS TAGS - PLEASE NOTE AS ADVISED BY DEPARTMENT OF ENVIRONMENT AND PRIMARY INDUSTRIES**  
"All Sheep and farmed goats must have an NLIS tag attached before leaving their property or residence to attend an agricultural show".
32. **OHS.-** Principles of Common Law and "Duty of Care" also apply to exhibitors, employers and employees. There are legislative requirements under the OH&S Act 2004 and OH&S Regulations 2007 that all exhibitors are expected to meet in relation to their activities. In order to ensure this compliance all exhibitors must agree to abide by the safety policies and procedures which have been adopted by the Australian Sheep Breeders Association INC. (ASBA)
33. **OVINE BRUCELLOSIS** - Entries will only be accepted from Brucellosis accredited free flocks or as determined by the Association. The Association reserves the right to accept entries (IN EXCEPTIONAL CIRCUMSTANCES) from non - Brucellosis accredited flocks if: 1) It deems they are an acceptable risk to the status of all other entries and/or 2) The state from which the sheep come from does not have a government accreditation scheme.  
Further, all sheep accepted from non- accredited flocks must: 1) Have had a Brucellosis free blood test taken by a qualified veterinarian within 30 days of the ASBA Sheep Show, 2) Have been quarantined from all other non- sampled sheep for 21 days prior to the sample being taken, 3) Quarantined from all other non - sampled sheep from the date of sampling until the show, and 4) All samples tested must test negative to Brucellosis for any sheep from that flock to be accepted.  
A statutory declaration covering all the above points must accompany the entry from all non -Brucellosis accredited flocks
34. **OVINE JOHNE'S DISEASE (OJD) DECLARATIONS – approved venue status accreditation for the show venue will be ratified with an approved Veterinarian prior to the Show. All exhibitors must provide evidence of the current OJD status of their flock with entries to ensure that appropriate penning arrangements can be provided to preserve the integrity of the flocks exhibiting. (Refer National Sheep Health Statement & Goat Health Statement).** Entries will be accepted from MAP, Approved Vaccinants, Bio Security areas, or non assessed flocks that are not suspect.
35. **PARTICULARS AND CONDITIONS OF ENTRY** - Entries must be on the required form or online application and thereby agreeing by the Exhibitor or his authorized agent. The Member making the entry is responsible that the statements on the entry are true and correct. Entries shall be deemed to have been made and accepted subject to the rules and regulations of the Australian Sheep Breeders' Association Inc.
36. **PHOTOGRAPHS/IMAGES** - No person will be permitted to take photographs or make drawings of any exhibits without the consent of the Exhibitor. All Exhibitors give permission of film, footage and image of all breed entries and individuals associated with those breeds.
37. **PLACE OF EXHIBITS** - All Exhibitors must place their animals in the pens allotted by the Association and must not be moved or removed except by order of the Secretary or the stewards.
38. **PRIVACY POLICY**- Available at [www.sheepshow.com](http://www.sheepshow.com)
39. **PROHIBITED DRUGS** -
1. (a) It is the intention of these regulations that all animals shall perform on their merits without the aid of drugs that will affect the conduct, performance or appearance of the animal.
  - (b) Provision is made in these regulations for the normal treatment of animals by a qualified veterinary surgeon.
  2. (a) An Exhibitor shall not administer and shall ensure that there shall not be administered to his exhibit any drug or substance herein called "a prohibited drug".
  - (b) Prohibited drugs are substances originating externally whether or not they are endogenous to the animal and means any substance capable of affecting the performance or behaviour of an animal by its action upon the central or peripheral nervous system, the cardiovascular system, the respiratory system, the musculo-skeletal or the urogenital system and shall include analgesics, anti-histamines, anti-inflammatory agents, blood coagulants, diuretics, hormones and their synthetic counterparts, corticosteroids, anabolic steroids, local anaesthetics, muscle relaxants and tranquilisers and vitamins administered by injection.
  3. The Australian Sheep Breeders Association reserves the right to randomly test any animal that is entered for the show.
40. **PROTESTS** - Protests or complaints in writing against any exhibit or exhibitor must be lodged with the Chief Steward of the Section or the Secretary, no longer than 30 minutes of completion of judging of the event being judged, together with a deposit of \$50.00, which may be forfeited in the case the protest or complaint is considered frivolous. Such protests or complaints shall be decided by a Disputes Committee. On consideration of the facts, a Disputes committee has the power to call upon any Exhibitor for such information and particulars as they may consider necessary; with onus of proof on the bonafides of the exhibit or of compliance of the rules and regulations shall rest upon the Exhibitor, unless the Committee shall direct otherwise.
41. **REGISTRATION** - All animals entered must be recorded in flocks that are registered in the name of the exhibitor in the flock book of a Breed Society.
42. **REMOVAL OF AWARDS DURING THE SHOW** - Any Exhibitor or his authorized manager, agent, or attendant, without the authority of the Secretary, removing or interfering with any official placard, ticket, or ribbon affixed or posted by order of the Committee or by refusing in any way to carry out any authorized instructions render themselves liable to a penalty of up to \$200 as decided by the Executive Committee.
43. **RESTRICTION OF ENTRIES** - In **ALL BREEDS**, five animals may be entered in any class or classes.

44. **RESPONSIBILITY OF EXHIBITORS** - Exhibitors are responsible for the actions, doings, or sayings of their authorized managers, agents, or attendants. **(See also regulation 2.)**
45. **RIBBONS AND CERTIFICATES** - Ribbons and Certificates will be issued to the first; second and third placing awarded by the Judges in each Class or as otherwise specified. Where there are 15 or more animals present in a class and the Judge deems the animals' worthy then Highly Commended and Commended may be awarded.

Ribbon colors:

- 1<sup>st</sup> Blue
- 2<sup>nd</sup> Red
- 3<sup>rd</sup> White
- 4<sup>th</sup> Green
- 5<sup>th</sup> Yellow
- 6<sup>th</sup> Orange
- 7<sup>th</sup> Brown
- 8<sup>th</sup> Tan
- (9<sup>th</sup>) Mauve - Highly Commended
- (10<sup>th</sup>) Purple - Commended

46. **RUGS** - No animals shall be rugged after judging when the Show is open to the public.
47. **SALE OF ANIMALS** - All exhibits may be offered for sale including genetic material (semen, embryo's and DNA) by auction or private treaty with notices on the pens and two (2) percent of the gross sale price for any sales agreed and/or announced at the Show to be paid to the Association.
48. **SHEARING DATES** - No animal to be entered or exhibited that has been shorn before 1<sup>st</sup> August of the preceding year, unless otherwise specified in the Breed Section.
49. **SIGNAGE** - Stud signage is limited to a single sign per exhibiting stud with dimensions no greater than 1.0 m x 0.5 m.
50. **SUBSTITUTIONS** - Substitutions will be allowed prior to Show inspections, at the discretion of the Chief Steward of the Section, provided in agreement with the rules and regulations.
51. **TRANSPORT OF ANIMALS** - As required by Victorian and other statutory authorities.
52. **TROPHY POINTS** - As specified in the Sections.
53. **USE OF POWDERS AND OTHER SUBSTANCES** - Exhibitors are not permitted to use powders or other substances on the face and/or colour on legs and feet in the preparation of any animal for showing.
54. **VERMIN INFESTED ANIMALS** - The Disputes Committee has the power to refuse admission to or cause to be removed from the Show any exhibit infected with any parasite, (especially any animal with lice), contagious or any other disease. Any Exhibitor who has vermin detected on exhibits, will only be allowed to exhibit at future Shows if they produce a Department of Agriculture certificate stating that exhibits are vermin free in the week immediately prior to the Show.
55. **WITHDRAWALS** - No withdrawals will be permitted unless a notification from the Exhibitor, his authorized manager or agent is lodged with the Secretary or the superintendent before inspection or latest allowable time of arrival. After arrival at the Show Grounds an animal may be withdrawn from an event or class if it becomes unfit to compete.

## **ANIMAL HANDLING (Individual) PARTICIPANT RISK ACKNOWLEDGEMENT & WAIVER**

Name of Participant: .....

Participant Address: .....

Contact Number of Participant: .....

Email: .....

Victorian Agricultural Shows Limited and Australian Sheep Breeders Association (together **the Suppliers**) advise that participation (including passive participation) in animal handling at an agricultural show contains elements of risk, both obvious and inherent. The handling of animals is a dangerous recreational activity as animals can act in a sudden and unpredictable way, especially when frightened or hurt.

1. By signing this waiver I acknowledge that:
  - a. participation in animal handling is a recreational service for the purposes of section 32N of the **Fair Trading Act 1999** and Section 22 of the **Australian Consumer Law and Fair Trading Act 2012**,
  - b. participation in animal handling is a hazardous activity and may result in injury, loss, damage or death to me;
  - c. participation in animal handling requires certain skills and experience. I declare that I have sufficient skills and experience to be able to safely and properly participate in the events;
  - d. animals can act in a sudden and unpredictable ways, especially if frightened or hurt, or if exposed to loud or unfamiliar noises;
  - e. animal showing events will be held in close proximity to rides and large groups of people, and that there may be loud and unfamiliar noises which can frighten animals;
  - f. if the event is held outdoors, there are risks to me as a result of the weather conditions, including either extreme hot or cold weather, rain or wind;
  - g. insects or other animals may cause animals to become frightened and act in an unpredictable way;
  - h. there is inherent in events involving the handling of animals the risk of suffering injury including injuries caused by animals; and
  - i. I use the facilities supplied for the event entirely at my own risk, as I find them and with the prior acceptance of the risk of possible danger to me.
  
2. If I suffer injury, loss or damage (**Loss**) while participating in an animal handling event, I will not hold the Suppliers, their employees or agents legally responsible for any Loss I suffer. I will not sue the Suppliers, their employees or agents for any claims, costs, damages or liability. I agree to release the Suppliers and their employees from legal responsibility for the services I have been provided and/or activity I have participated in.

3. I acknowledge and agree that my participation in the event and associated activities is dangerous and may have inherent risks as a result of which personal injury (and sometimes death) may occur. I acknowledge that the event and associated activities carry with them a significant risk of physical harm. I accept and assume all such risks of personal injury or death in anyway whatsoever arising from these activities and hereby waive my individual right to sue the Suppliers for all claims I or my representatives may have for such personal injury or death against the Suppliers in regard to their negligence, breach of statutory duty or statutory guarantees arising from or in connection with these activities to the fullest extent permitted by law.
4. At the time of participating in the event, I have not been to any degree under the influence of alcohol or illicit drugs.
5. I will not consume any alcohol or illicit drugs while participating in the Event and agree that such use may result in my being excluded from the Event or other events with no entitlement to any refund of money paid for entry to the Suppliers.
6. I agree to be bound by the rules and guidelines of the Australian Sheep Breeders Association and Victorian Agricultural Shows Limited as varied from time to time.

**I, the owner/ exhibitor of the above animal/s, declare that, to the best of my knowledge, it is/they are fit and healthy and I agree that if found to be otherwise it/they will not be allowed to compete at this event.**

**Signature** ..... **Date** .....

**WARNING UNDER THE FAIR TRADING ACT 1999**

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the **Fair Trading Act 1999**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Fair Trading Act 1999** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross Negligence** is defined in the Fair Trading (Recreational Services) Regulations 2004.

