# Special Regulations 2024 Melbourne Royal

# Horses in Action

# 1. Definitions and Intepretation

#### 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;
- · Equestrian Australia; 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.

The Exhibitor is the person showing the Exhibit and is responsible for the Exhibit entry. The Exhibitor may include the Owner, Lessee or Agent of the Owner or Lessee and may be an individual, syndicate or company.

*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 The Royal Agricultural Society of Victoria Limited t/as Melbourne Royal (ACN 006 728 785).



Red Coat means a person appointed by Melbourne Royal to exercise the function of escorting Exhibitors and Exhibits onto and off the main arena.

Regulations means:

- Melbourne Royal General Regulations for All Competitions;
- the rules, regulations and conditions of entry set out in the Relevant Schedule; and
- 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.

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.

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 Special Regulations and a Schedule, the Special Regulations prevail to the extent of the inconsistency unless otherwise provided.

# 2. Nominations

- 2.1 Nomination Requirements
  - a. All nominations must be submitted online only.
  - b. It is the responsibility of the Exhibitor to ensure that nominations are complete, true, and accurate at the time of submission.
  - c. All nominations must include requested documents (ie: horse registration papers and performance cards). Incomplete nominations will not be accepted. If required, birth certificates or proof of age must be provided to Melbourne Royal on request.
  - d. It is the responsibility of the Exhibitor to ensure that all performance requirements are met and are relevant to the event entered.
  - e. Upon receipt of entries, Melbourne Royal reserves the right to charge an administration fee for late withdrawals.
  - f. All Exhibits must be microchipped at the time of entry.

#### 2.2 Nomination and Acceptance Fees

a. The nomination or acceptance fee, become the property of Melbourne Royal on receipt and, without limitation, the nomination or acceptance fee paid in respect to an Exhibit which is withdrawn, or does not satisfy the requirements for nomination conditions of eligibility will not be refunded.



#### 3. Withdrawals and Non-Attendance

#### 3.1 Withdrawals

- a. All withdrawals must be made in writing and submitted to the Melbourne Royal Equestrian Section.
- b. The Exhibitor must not withdraw an Exhibit, 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 complete for one or more of the following reasons:
  - i. the Exhibit has died;
  - ii. the Exhibit is unfit to be exhibited due to injury or disease;
  - iii. the Exhibit is ineligible for the Event; or
  - iv. some other cause Melbourne Royal considers reasonable.
- c. A certificate given under Regulation 3.1(b) must be given to Melbourne Royal:
  - 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
  - ii. otherwise, as soon as possible after the cause for withdrawal of the Exhibit occurs or arises.

#### 3.2 Non-Attendance

a. Exhibitors unable to present an Exhibit to accepted Classes for any reason must notify the Horse Superintendent's Office in writing of the withdrawal before 7:00am on the day each Class is scheduled to take place.

#### 4. Exhibits

# 4.1 Ownership of Exhibit

- a. The Exhibit must at all times be the property of the Exhibitor or held by the Exhibitor under a written lease in existence at that time.
- Exhibits owned or leased under a lease agreement must be written and recorded with the breed society or association in which the Exhibit is recorded.
- c. If ownership/lessee of an Exhibit changes after the lodgement date of the Nomination Form, Melbourne Royal must be notified in writing of the ownership/lessee change no later than 14 days prior to the date

- of Exhibition. Melbourne Royal may, if requested in writing by the purchaser/ lessee, and at its absolute discretion, amend the Nomination Form by endorsing thereon the name of the purchaser as the owner of that Exhibit.
- d. 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 nomination and/or at the time of judging will be ineligible for the event.

#### 4.2 Multiple Exhibits

- a. No rider, handler or Exhibitor may ride or lead more than one Exhibit in any one Class (unless otherwise stated in section conditions).
- b. Riders may compete on more than one horse in Championships; however, the subsequent horse/s must be ridden onto the arena by a fully attired rider and may only receive assistance from the Melbourne Royal Mounted Marshals.

#### 4.3 Identification of Exhibits

- a. Altering markings, staining or colouring hair or skin of any Exhibit is not permitted and will be dealt with in accordance with the applicable regulations. Random checks will take place during the Show.
- All Exhibits must be microchipped at the time of entry. All Exhibits must present to measure to be identified.
- c. All Stallions and Colts while on the grounds and being paraded in competition must always be clearly identified with a green identification on either side of their bridles or winkers. This requirement includes in stables, floats and trucks.

#### 4.4 Numbers

- a. Numbers corresponding to the numbers appearing in the Catalogue must be worn by each Exhibit or competitor when exercising on the Main Arena or designated Exercise Area, Marshalling Area or whilst being judged.
- b. Exhibit numbers for horses can be collected from the Horse Superintendent's office. These numbers must be tied around the neck of the horse or waist of handler so that the number is clearly visible to all officials and the General Public.



#### 4.5 Standard of Exhibits

- a. Exhibits which in the opinion of Melbourne Royal are not in reasonable show condition or standard shall not compete in the Classes entered for and may at the direction of Melbourne Royal be removed from the Showgrounds without refund of nomination or acceptance fees.
- b. An Exhibitor who detects or suspects any illness amongst any of his/her Exhibit/s whilst they are at the Showgrounds must:
  - report this fact immediately to the Horse Superintendent.
  - ii. ensure that the Exhibit/s is/ are contained within its/their accommodation area/s unless advised otherwise by the Horse Superintendent or a member of Melbourne Royal veterinary panel on duty.
  - iii. Where feasible to do so, contain soiled bedding from the Exhibit/s within its/ their accommodation area.
- c. The Exhibitor may consult a private veterinary surgeon in respect to the illness only after the above action has been taken.
- d. Horses proved unsound by the attending Melbourne Royal Vet will be removed from all future competition and classes for the Melbourne Royal Show until presented fit for competition by Melbourne Royal Vet at the expense of the Exhibitor.
- 4.6 Arrival and Departure of Exhibits
  - a. All Exhibitors are to comply with the arrival and departure timings allocated, unless otherwise notified directly by the Melbourne Royal Event Coordinator.
  - b. Priority may be given to Exhibitors that have considerable distance to travel.

# 5. Documents for Presentation Whilst On the Showgrounds

5.1 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.

- 5.2 Such documentation will be required to be on hand whilst the Exhibitor and the Exhibits are on the Showgrounds and must be produced upon request for perusal by the Melbourne Royal Measurers or other Melbourne Royal authorised person, or otherwise specified by Melbourne Royal.
- 5.3 Failure to produce such documents if requested will result in the Exhibit being ineligible for the Event.

#### 6. Conduct of Exhibitors

- 6.1 General Conditions of Entry
  All Exhibitors and/or persons entering
  the Showgrounds are required to adhere
  to the Conditions of Entry whilst on the
  Showgrounds.
- 6.2 Compliance with Rules and Regulations
  - a. Where an Exhibitor fails 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:
    - i. Disqualification;
    - ii. Suspension;
    - iii. A fine:
    - iv. Order the Exhibit, the Exhibitor or any associated Agents or invitees be removed from the Melbourne Showgrounds; or
    - v. Any other penalty.
  - b. All penalties will be decided by Melbourne Royal's Chief Executive Officer or appointed representative, and the Chair of the Horse Committee, Ring Master and Chief Steward will be informed of the outcome.
  - c. Without limiting the above, Melbourne
    Royal may forfeit an award, and upon
    the forfeiture, the Exhibitor must return
    any ribbon, money, prize card or other
    evidence of that award to Melbourne Royal
    immediately after receiving notification of
    the forfeiture.
- 6.3 Compliance with Directions
  - a. The Exhibitor must fully comply with the directions and requests of Melbourne Royal and any of its representatives.



- b. Without limitation, directions and request of Melbourne Royal may apply to the entry of the Exhibit, the Exhibitor, the conditions of the Event, the conduct of the Exhibitor, the decision of the Judge or the award of prizes.
- c. Exhibitors who fail and/or refuse to comply with directions may be liable for disqualification and for non-acceptance of entry at future Melbourne Royal Shows.

#### 6.4 Statements

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

#### 6.5 Unacceptable Behaviour

- a. 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 Exhibitor/persons being removed from the Showgrounds and/or disqualified from the competition and formal procedures initiated:
  - i. violence:
  - ii. bullying;
  - iii. harassment;
  - iv. sexual harassment;
  - v. unlawful discrimination:
  - vi. victimisation.
- b. Persons breaching acceptable standards of behavior may be banned from entering future Melbourne Royal Events and/or the venue.

# 6.6 Animals and Livestock Restriction

- a. 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.
- Registered assistance dogs are permitted but proof of status must be provided on request by any Melbourne Royal Official.

# 7. Powers of Melbourne Royal

- 7.1 Power to Refuse to Accept a Nomination, Exhibit or Exhibitor
  - Melbourne Royal may refuse to accept a nomination, an Exhibit or Exhibitor or any of them.
- 7.2 Power to Cancel or Alter
  - a. Melbourne Royal may:
    - alter the Closing Date for an Event, or the Closing Date for receipt of any particular entry;
    - remove, or cause to be removed, any Exhibit from the Melbourne Showgrounds;
    - iii. amend any 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;
    - iv. alter the conditions of any Event;
    - v. refuse to display an Exhibit;
    - vi. rule that an Exhibit or Exhibitor may not compete or is ineligible to compete;
    - vii. alter the date, time or place on or at which any Event is scheduled to take place or to be judged;
    - viii. alter the Judge scheduled to judge any Event:
    - ix. cancel any Event; or
    - x. cancel or merge classes if less than four Exhibits are entered.
  - b. The rights set out above apply notwithstanding:
  - c. Melbourne Royal's acceptance of an entry for an Event:
  - d. Inclusion of an entry for an Event in the Event Catalogue
  - e. The issue of an exhibit ticket to an Exhibitor or in respect of an Exhibit or an Event; or
  - f. The issue of any other document to an Exhibitor or in respect of an Exhibit or an Event.

#### 7.3 Mutual Recognition

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



### 7.4 Further Proceedings

Melbourne Royal may conduct further proceedings in relation to any matter concerning an Exhibitor, Exhibit, Agent or Owner or potential Exhibitor, Exhibit, Agent or Owner, 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, Exhibit, Agent or Owner.

#### 7.5 Reciprocal Arrangements

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

# 8. Judging

#### 8.1 Timetable of Judging

- a. A timetable of judging of all Classes is available on the Melbourne Royal website (https://www.melbourneroyal.com.au/ horses-in-action/) and is subject to change at any time.
- b. Melbourne Royal accepts no responsibility if judging times conflict with one or more Classes or Events in which an Exhibitor may be entered. Where conflict does occur, it is the responsibility of the Exhibitor to notify a withdrawal from either Class.

#### 8.2 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 a Judge's freedom of choice or judgement unless it is expressly authorised by the Relevant Schedule.

#### 8.3 Substitute Judge

Melbourne Royal reserves the right to substitute a Judge.

# 8.4 Decisions

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

#### 9. Protests

#### 9.1 Restricted to Class

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

#### 9.2 Protest to Stewards

- a. A protest must be made to the Chief Steward in writing within two (2) hours of the latter of the Show's commencement or the completion of the applicable event.
- b. Such protest must be accompanied by a AUD\$250.00 (incl. GST) deposit which will be forfeited to Melbourne Royal if in the opinion of Melbourne Royal the protest is unfounded, frivolous or vexatious or not upheld. Melbourne Royal will determine in their absolute discretion the process to be adopted in considering any protest, sanction or other penalty.
- c. The decision of the Chief Steward is final and the Exhibitor will not have any right of appeal in respect of the Chief Steward's decision.
- d. No reasons for the decision shall be required.

#### 9.3 Notification of Protest

If a protest is made in accordance with Regulation 9.2, the Chief Steward will immediately notify Melbourne Royal of such protest as well as the decision.

# 10. Prizes

#### 10.1 Judge's Discretion

Prizes are awarded at the discretion of the Judge and entry in a Class does not guarantee a place.

#### 10.2 Ribbons and Trophies

- a. Prize ribbons will be awarded based on the number of Exhibits presented in the Class in accordance with the following scale:
  - i. Up to 6 Exhibits (4 ribbons);
  - ii. 7 or more Exhibits (6 ribbons).
- Perpetual Trophies remain the property of Melbourne Royal. Ownership does not pass to the winning Exhibitor.



#### 10.3 Prize Money

- a. Prize money stated in the schedule does not include GST.
- b. Prize money will be made out to the Exhibitor unless stated otherwise.
- c. Prize money will be paid by EFT only.

#### 10.4 Collection of Prizes

- a. All prizes must be collected from the Horse Superintendents office by 4:00pm Monday 2 October 2024.
- b. Any prizes that are not collected as per Regulation 9.4a will be forfeited.

#### 10.5 Disqualifications

- a. Where an Exhibit or Exhibitor is disqualified, the applicable prize is forfeited.
- b. 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.

# 11. Equipment and Attire

#### 11.1 Equipment

- a. No spurs, other than dummy spurs not exceeding 20mm in length, may be used.
- b. Whips shall not exceed 77cm in total length. The length should include the flap but exclude the keeper.
- c. All riders must wear approved helmets with chin strap fastened at all times. Protective headgear must conform with one of the current approved safety standards.
  - Australian standard AS/NZS 3838 (2006 onwards) provided they are SAI Global marked.
  - ii. New Australian Standard 1.1.2017
  - iii. New Australian Standard ARB HS 2012 provided they are SAI Global marked.
  - iv. Current American Standards ASTM F1163 (2004a or 04a onwards) provided they are SEI marked or Standard SNELL E2001.
  - v. Current British standard PAS 015 (1998 or 2011) provided they are BSI Kitemarked.
  - vi. Interim European Standard VG1 (01.040: 2014-12) with or without BSI Kitemarked.

- d. No alterations are to be made to any of the horses or riders equipment once Exhibits have entered the arena unless it is deemed a safety hazard. Alterations will then be allowed under the supervision of a Melbourne Royal Official.
- e. All Riders to ride astride. No side saddles permitted.
- f. An Exhibitor or person who has in their possession custody or control any electric or galvanic apparatus or improper contrivance will be liable to a penalty referred to in Regulation 6.2.

#### 11.2 Restraining Bits

a. All Exhibits in led Classes are to be shown with a suitable restraining bit in the mouth and wear head gear of proper strength and quality with the leading rein attached to the bit.

#### 11.3 Artificial Aids - Shetlands

- a. No Shetland pony entered at the Show may use Artificial Aids.
- b. Artificial aids include, but are not limited to, head checks, tail sets, and weighted shoes.

#### 11.4 Suitability of Attire

- a. Riders, drivers and competitors must be suitably attired.
- b. A rider, driver or contestant not suitably attired shall be precluded by Melbourne Royal from competing in an event.
- c. Riders, drivers and competitors shall wear at all times in the Main Arena (whether during parades or otherwise), the same or similar attire as is worn in the judging ring in which they or the animals of which they are in charge were Exhibited.
- d. All attendants of led horses shall wear white coats or same or similar attire as is worn in the Main Arena during Horse Parades.



# 12. Marshalling and Exercising

#### 12.1 Marshalling

- a. Exhibits and/or Exhibitors entered in events shall be present in the designated Marshalling Area 20 minutes prior to the time specified as the starting time for the event in the timetable and shall be ready to move to the judging ring under direction of the Marshall. The Exhibits and/or Exhibitors not presented shall not be permitted to enter the arena or to take part in the event.
- Exhibits must be moved at a walk on any part of the Showgrounds other than the Main Arena or designated Exercise Areas.
- c. All Exhibits must tie up and behave in a safe manner. Exhibits or riders behaving in a manner which could be dangerous to the public will be directed into leaving the Showgrounds.

#### 12.2 Exercising

- a. Exhibits may only be exercised in exercise areas provided. They shall not exercise on any other part of the Showgrounds.
- b. All riders must wear approved safety helmets to the current Australian, European or American Standard, (Refer to 66. Equipment for Melbourne Royal approved safety helmets) at all times when exercising, be it on the Main Arena track or in designated exercise areas. The retaining harness must be secured and fastened at all times.
- c. The Exercise arena shall be under the direction of the Horse Superintendent, Melbourne Royal Staff and directional signs during open hours. First Aid contractors are working in the horse precinct during the hours of 6am and 9pm daily, Exhibitors exercising horses outside these hours are at their own risk.
- d. Exhibits must wear their neck number when exercising on the Main Arena, designated Exercise Arena or Marshalling Area.

# 13. Falls and Competency of Riders

#### 13.1 Fall of Horse or Rider

- a. The fall of a horse or rider on the Main Arena will result in automatic elimination. Riders are not to remount to exit the arena. Horses falling in the Exercise Arena must present to the Veterinary Officer for clearance before competition at the Exhibitor's expense.
- b. All riders must be examined by Event First Aid following a fall in the venue and first aid paperwork signed by rider or parent/ guardian immediately following the examination.

#### 13.2 Competence of Riders

a. The Chief Steward may at any time require a person who does not appear to be able to ride or handle any horse to dismount and leave the ring.

# 14. Measuring

#### 14.1 Measuring Requirements

- a. Where a height is stipulated (excluding Section 5 Heavy Horses), Exhibits must hold a current Melbourne Royal, National Show Horse Council or Equestrian Australia Measuring Certificate.
- b. If the Exhibit has not been issued with a current Melbourne Royal approved
   Measuring Certificate prior to the Show, accredited measurers appointed by
   Melbourne Royal will be in attendance during the Show.
- c. Exhibits that hold a current Measuring Card must present to the Official Measurer for height verification. Registration Papers must be produced for identification. Height verified Exhibits will receive a height stamp on their neck number and will be checked by Stewards in the ring. Where a neck number is not height stamped and a current Measuring Card cannot be produced the Exhibit will be disqualified.
- d. Melbourne Royal's duly appointed Measurer will be in attendance at times determined by Melbourne Royal and available from the Measuring Stand.



- e. Melbourne Royal may in its discretion and without assigning and reason, refuse to measure any horse if in its opinion the horse is not fit or in proper condition to be measured or if in its opinion any circumstances exist with are likely to lead to the horse being incorrectly measured.
- f. When measuring an Exhibit an allowance of 3/8" (1cm) for shoes may be made by the Measurer. Should an Exhibit be measured with its shoes on, the Exhibitor may if he so desires have the horse re-measured without shoes. The measurer may at his discretion request the removal of shoes from any Exhibit and re-measure the horse without shoes. Exhibits may be presented with front shoes, no shoes or four shoes, however an exhibit shall not be measured if a loss of a shoe has occurred and not been rectified. Grass toe clips are not accepted.
- g. Current Measuring Cards must be carried with the Exhibit at all times and must be produced upon request of Stewards, Judges or Chief Steward.
- h. Exhibits presented for measuring shall be bridled and bitted with reins connected to the bit. The exhibit must be presented without rugs and hoods. Exhibits should be presented to the Measurer with numbers and paperwork relevant for the exhibit's identification and assessment.

An Exhibit over or under the specified measurement shall be transferred to its appropriate class where possible.

#### 14.2 Re-measurement and Amendments to Height

- a. A horse will be measured once. Where a request for re-measurement is made by an Exhibitor on their own Exhibit and only one Measurer is available, the measuring will be in the presence of Melbourne Royal's Chief Steward. The results of the re-measurement will be final. An Exhibitor can only request a re-measurement on their own Exhibit.
- b. Any amendment to the height appearing on the neck number may only be made by the Measurer. Where matters are not covered by these Rules Melbourne Royal shall consider all relevant facts relating thereto as may be seen to them, in their absolute discretion, to be just and proper.

# 15. Tests and Swabbing

#### 15.1 Tests and Swabbing Procedure

- a. Melbourne Royal will conduct swabbing under the Clean Sport for Horses FEI Prohibited Substances List. A full list of prohibited substances can be found at <a href="https://inside.fei.org/fei/cleansport/ad-h/">https://inside.fei.org/fei/cleansport/ad-h/</a> prohibited-list
- b. Melbourne Royal may make or cause to be made any test of any Exhibit to determine whether any Drug or Stimulant has been administered to the Exhibit and may take possession of any such Exhibit for any of the aforesaid purposes and detain such Exhibit for such period as is deemed necessary by Melbourne Royal.
- c. Drug means any substance capable of affecting the performance or behavior of an Exhibit by its action upon the central or peripheral nervous system, the cardiovascular system, the respiratory system, the alimentary digestive system, the muscular-skeletal system, or the urogenital system including without limitation, analgesics, anti-histamines, anti-inflammatory agents, blood coagulants, diuretics, hormones and their synthetic counterparts, cortico-steroids, anabolic steroids, local anaesthetics, muscle relaxants and tranquillisers, vitamins administered by injection or any other means.
- d. Procedures for the testing of Drugs will involve both "random" and "spot" tests on Exhibits. At the discretion of Melbourne Royal, there will be blood testing of Exhibits prior to competing and/or blood and urine testing at the end of the competition.
- e. Melbourne Royal may make or cause to be made, any test of any Exhibit at any time, before, during or after competition.
- f. Where Exhibits are tested for Prohibited Substances, the Exhibitor or Agent will be required to sign sample labels and sample identity cards relating to any samples taken from the Exhibits. Where the Exhibitor or Agent refuses to sign the sample labels and/or sample identity cards, the Exhibitor and/or Agent and/or the Exhibit shall be automatically disqualified.



- g. Melbourne Royal may also select any Exhibit for examination for desensitized limbs. Any Exhibit found to have a limb or part of a limb desensitized by any means will be deemed to have competed under the influence of a Drug and penalized accordingly.
- h. An obligatory "Drug Testing and Enforcement Levy" is payable for each Exhibit.
- i. Swabbing may take place at Melbourne Royal measuring days.

#### 15.2 Positive Results

- a. If an Exhibit tests positive for a prohibited substance or is found to have had any Drug administered to it, the Exhibit, Exhibitor, the Owner of the Exhibit and any other person who Melbourne Royal deems to be in charge of the Exhibit, will be subject to a penalty of a minimum 13 month ban from competing in Melbourne Royal's Horses in Action Competition and any other penalty referred to in Regulation 6.2 at Melbourne Royal's absolute discretion.
- b. It is no defense for a person prosecuted for this offence to plead that they were unaware that a Drug had been administered to the Exhibit. It is the sole responsibility of the Exhibitor to ensure that his / her Exhibit is Drug free whilst on the Showgrounds.

# 15.3 Notification of Results

a. Melbourne Royal reserves the right to notify any Body of any Exhibit that produces a positive test and swab. Melbourne Royal may share details as to the name of the Exhibit, the Exhibitor, the Owner, the nature of the test and result, the penalty imposed and any other information in Melbourne Royal's discretion.

## 16. Stables and Cleaning

#### 16.1 Stables

- a. Exhibitors must be prepared to stable
   Exhibits for the entire period as set out in
   the Timetable. No arrivals or departures will
   be accepted outside stated times.
- b. Exhibits shall be placed where directed by Melbourne Royal and where a stable is allotted the Exhibit shall be in occupation of such stable in accordance with instructions to be issued by Melbourne Royal.

- A stabling fee will apply for each Exhibit entered and the Exhibitor will be billed according to allocations.
- d. Exhibitors are required to pay a stable bond of \$150 (per exhibit) as security prior to stable being issued, payments to be made with acceptances. The stable bond will be refunded via EFT after Horse Superintendent Inspection. It is the responsibility of the Exhibitor to clean out all manure from stable/s on departure. Stable/s to be left in a clean and tidy for the next exhibitor. Failure to do so will result in a \$150 stable bond fee retained by Melbourne Royal.
- e. An Exhibitor and/or Agent of an Exhibit shall only stable a horse in a stable as directed by Melbourne Royal.
- f. Any Exhibitor and/or Agent of an Exhibit who fails to observe any such direction shall be guilty of a breach of Melbourne Royal Regulations and will be dealt with accordingly.
- g. Melbourne Royal shall also be entitled to move or direct the removal from the Showgrounds of any Exhibit which is stabled contrary to the direction of Melbourne Royal.
- h. No Exhibitor, or Agent of an Exhibit, or other person, shall enter the stable of another Exhibitor without the authority of such Exhibitor or the person in charge of an Exhibit.
- i. Any Exhibitor, person in charge of an Exhibit, or other person who enters a stable without the authority above mentioned shall be guilty of a breach of Melbourne Royal.

## 16.2 Cleaning

- a. Exhibitors shall, to the satisfaction of Melbourne Royal:
  - Keep each stable allotted to them and their stock in a clean and proper condition throughout the Show;
  - ii. Clean out stables by 7am each day; and
  - iii. Not deposit stable bedding or manure in a public area.
- Exhibitors found to be contravening the above will be subject to a \$150 penalty.
   Exhibitors are not permitted to stack feed in the laneways between or around the stables.



c. All Exhibitors must clean out stables prior to departure. Stable to be checked by the Superintendent prior to departure. Failure to comply will result in a \$150 stable cleaning fee.

### 17. Lockers

- 17.1 Limited accommodation lockers are available for Exhibitors at a fee during the Show for the occupancy period.
- 17.2 Exhibitors are required to pay a locker key bond \$25.00 (per Locker) as security prior to lockers being issued. Payment to be made at acceptance.
- 17.3 It is the responsibly of the Exhibitor to return the locker key prior to departure. Lost or non-returned keys incur a \$25 replacement fee.
- 17.4 Lockers must be vacated, and all gear removed as soon as possible but, in any case, not later than the end of departure times for the applicable group, or such earlier time advised by the Horse Superintendent.
- 17.5 The hiring of lockers will be subject to additional terms and conditions.

# 18. Fire and Electrical Safety Regulations

- 18.1 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.
- 18.2 The Exhibitor must not use mains powered electrical devices in or near any animal pavilion, stall, pen or locker of any Exhibit and/ or alter or interfere with any electrical wiring, switch, plug or socket whatsoever on the Showgrounds.
- 18.3 Nothing in Regulation 18.1 prohibits the use of main powered electrical appliances which are, in t he 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.

- 18.4 Melbourne Showgrounds is a completely smoke-free venue. Smoking is at all times prohibited and any persons wanting to smoke will need to exit the grounds to do so.
- 18.5 All electrical appliances and leads must carry a current safety tag. Any electrical appliance or lead without the appropriate tag will be confiscated by the Superintendent.
- 18.6 Persons who breach this Regulation 18.1 to 18.5 may be required by notice from Melbourne Royal to forthwith remove themselves and their Exhibits from the Showgrounds. The Exhibitor and Exhibits concerned may be prohibited from entry to one or more future Shows. The determination of Melbourne Royal in this regard shall be final and not be called into question in any manner or in any proceedings whatsoever. An Exhibitor, upon receipt of a notice pursuant to this regulation, shall forthwith remove all his Exhibits and failing such removal by the Exhibitor within the time prescribed by Melbourne Royal, Melbourne Royal may remove or cause to be removed all the animals concerned and all costs and expenses of such removal shall be borne by the Exhibitor and shall be refunded to Melbourne Royal.

# 19. Vehicle Parking

- 19.1 With the prior consent of Melbourne Royal, vehicles ('vehicle' which includes motor vehicle. truck, stock transport, trailer, and horse float), of an Exhibitor may enter the Showgrounds or any area under Melbourne Royal control.
- 19.2 Any vehicle, located on the Melbourne Showgrounds, or any area leased by Melbourne Royal, shall be at the sole risk of the owner.
- 19.3 Melbourne Royal accepts no responsibility for any loss or damage, including loss or damage caused by negligence of Melbourne Royal, its officers, employees, or agents to any vehicle, or the contents of any vehicle, located on Melbourne Royal's property on the any area leased by Melbourne Royal.



19.4 Any vehicle entering or remaining on the Showgrounds, or any area under Melbourne Royal control, in contravention of this Regulation 19 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.

# 20. Consent of Images

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

## 21. Surveillance

Melbourne Royal operates surveillance cameras which are located in and around facilities requiring security monitoring for the safety and security of individuals and property. Please note that security camera monitoring is continuous and ongoing and it is deemed that a person, by entering the Showgrounds, consent to this photographing, filming or taping. Melbourne Royal strictly complies with the Surveillance Devices Act 1999.

#### 22. Cancellation of the Show

In the event that the Melbourne Royal Show is to be partially or fully cancelled for any reason whatsoever, the Exhibitor and/or owner of the Exhibit shall not Melbourne Royal for the recovery of any loss or damages. It is acknowledged by the Exhibitor that the society has no duty to have a Show in any particular year and that this cluse operates as a complete defense for the Event Organiser to any such action.

# 23. Indemnity

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 (whether arising under statute, from negligence, personal injury, death, property damage or infringement of third party rights) for which Melbourne Royal is or may be or become liability in connection with the Exhibit, the Exhibitor or the relevant Event, including the Melbourne Royal Show.

# 24. Information Handling

Melbourne Royal is bound by the National Privacy Principles of the Privacy Act 1988 (Cth) and other applicable laws governing privacy. Please refer to the privacy policy which can be found at: <a href="http://www.melbourneroyal.com.au/privacy/">http://www.melbourneroyal.com.au/privacy/</a>

#### 24.1 Collection of Personal Information

- a. Without limiting Melbourne Royal's privacy policy, Melbourne Royal may collect, hold and use personal information about Exhibitor, their family members, invitees or Agents.
- b. The types of information that may be collected include names and contact details, credit card details, qualification, 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 the 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 Event, applicable insurance cover for Events and making claims under Melbourne Royal's insurance for incidents ich involve an Exhibitor and occur during an Event.
- d. Personal information may also be used for the purpose of informing Exhibitors bout other events and services. Melbourne Royal may send an Exhibitor publications and information about other events and services unless the Exhibitor indicated to Melbourne Royal that the Exhibitor does not want to receive such publications or information.

# 24.2 Sharing of Personal Information

- a. Without limiting Melbourne Royal's privacy policy, Melbourne Royal may share information which has been collected under Regulation 24 with other organisations and service providers to assist in administering the Events and the Show, including cosponsors 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 Exhibit and Exhibitor to the media for the purposes of publishing articles on the Exhibit/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 will disclose information of the Exhibitor and Exhibit if an Exhibit is found to produce a positive test or swab as per Regulation 15.2.
- d. Melbourne Royal may also disclose information if otherwise required by law.

# 25. Governing Law

These Regulations are governed by the law of the State of Victoria, Australia.

