



GENERAL REGULATIONS

**Adelaide Showground
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Royal Agricultural & Horticultural Society of South Australian Incorporated

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 (RA&HS). When the word “regulations” is used it means all of the General Regulations the Schedule and any Special Regulations that are referred to.

1.2. Regulations and Amendments

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

1.3. Definitions

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

1.4. Interpretation

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

1.5. Binding on all entrants and Exhibitors

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

1.6. Publication

These regulations and any other Special Regulations may be obtained from the RA&HS upon request.

1.7. Special Regulations Applicable to particular Sections

The RA&HS 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 RA&HS. Special regulations may be published in the RA&HS’s Competition Schedules or Show Catalogues. Special regulations complement but otherwise operate subject to the General Regulations.

1.8. Governing Law

The laws of South Australia govern the regulations.

2. Membership of RA&HS

- 2.1. A person may become a member of the RA&HS on payment of a membership subscription. The membership is current from 1 April to 31 March the following year.
- 2.2. Members of the RA&HS 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 RA&HS.
- 2.3. Competitive Exhibitors of selected sections and all commercial Exhibitors must be financial members of the RA&HS. Variations to or waiver of this requirement will be at the discretion of the Board.

3. Delegation of Powers and Discretions

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

4. Work Health & Safety

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

5. Cheques and Negotiable Instruments

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

6. Commercial Exhibitors

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

7. Competitive Exhibitors

7.1. Conduct of Exhibitors

7.1.1. Compliance by family, invitees and agents

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

7.1.2. Default by family invitees and agents

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

7.1.3. Compliance with directions

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

7.1.4. Grand Parades

Exhibitors must where directed by RA&HS representatives or as directed in the appropriate sectional Catalogue 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 Competition Schedule.

7.1.5. Statements

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

7.1.6. Tampering

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

7.1.7. Smoking

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

7.1.8. Social Media Policy

The Royal Agricultural & Horticultural Society of SA Inc (RA&HS) encourages exhibitors to celebrate their Royal Adelaide Show competition experiences.

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

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

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

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

Exhibitors failing to adhere to the Royal Adelaide Show social media policy may face disciplinary action in accordance with the Royal Agricultural & Horticultural Society of SA's constitution and by-laws.

8. Competitive Entry Information

8.1. Entry forms and passes

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

8.2. Entry Fees

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

8.3. Competitive Exhibits

8.3.1. Requirements for entering Event

To enter an event an entry must be:

- (a) in writing or an online entry;
- (b) on an entry form provided by the RA&HS;
- (c) signed by the Exhibitor or, if the Exhibitor is less than 18 years of age, signed by the Exhibitor's parent or guardian;
- (d) accompanied by the entry fee and any other fees payable, set out in the relevant sectional Competition Schedule; and
- (e) submitted on or before the closing date to the RA&HS's Office.

8.3.2. Altered Entries

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

8.4. Restrictions upon and control of Competitive Entries

The RA&HS may control or limit competitions as follows:

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

8.5. Non Competitive Entries

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

8.6. Age of Animal Exhibits

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

8.7. Recognition and Imposition of Penalty and Disqualification

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

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

8.8. Powers of RA&HS

The RA&HS 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 RA&HS's powers, the RA&HS may, without assigning a reason:

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

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

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

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

8.9. Liability and Indemnity

8.9.1. Release

Entry to the Showground is entirely at the risk of the Exhibitor or person. It is a condition of entry that the RA&HS 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 RA&HS against any loss, damage or injury that may be caused in any way by an Exhibit or entry pursuant to the regulations or the applicable site or licence agreement or other agreement.

8.9.2. Australian Consumer Law

To the extent that any matter relating to entry or remaining upon the Showground relates to the supply of goods or services by the RA&HS within the meaning of s. 64A of the Australian Consumer Law (Competition and Consumer Act 2010 (Cth)), the RA&HS'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 RA&HS's absolute discretion as to whether it replaces, repairs or pays for replacement or repair of goods. It shall be further in the RA&HS's discretion as to whether it re-supplies or pays the cost of re-supply or services.

8.9.3. Indemnity

To the maximum extent permitted by law, each Exhibitor must indemnify and keep indemnified the RA&HS 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 RA&HS 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 RA&HS, or its members, or to the general public, caused or contributed to or by any act or omission of an Exhibit of the Exhibitor or by the Exhibitor, his or her family, invitees or Agents; and
- (c) without limiting sub-regulation (a) loss, damage or injury to the Exhibit, or the Exhibitor, his or her family, invitees, or Agents caused or contributed by an act or omission of an Exhibit of the Exhibitor or by the transportation, feeding or housing of an Exhibit of the Exhibitor.

8.9.4. Removal from Showground

Without prejudice to any other provision of these regulations, where the RA&HS, its officers, employees, members or agents remove an Exhibit, or causes an Exhibit to be removed from the Showground, the Exhibit is removed or caused to be removed entirely at the risk of the Exhibitor. The person or persons removing the Exhibit will be deemed to be the agent of the Exhibitor, and his or her acts and omissions will be deemed to be the acts and omissions of the Exhibitor.

8.10. Insurance

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

8.11. Agents

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

8.12. Fire Regulations

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

8.12.1. Flames

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

8.12.2. Electrical interference

It is strictly prohibited to:

- (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.

8.12.3. Exceptions

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

8.13. Exhibits ownership and entrance onto Showground

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

8.14. Arrival and Arrangement of Exhibits

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

8.15. Care and Control of Exhibits

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

- 8.15.7. The RA&HS 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 RA&HS, and it shall be a condition of entry that each Exhibitor shall hold the RA&HS indemnified against any claim in respect of any such accident, loss or damage caused by any Exhibit of such Exhibitors.
- 8.15.8. The RA&HS shall not be responsible for any loss or damage caused (inter alia) through disease or infection howsoever arising.
- 8.15.9. Each Exhibitor shall be deemed to have guaranteed to the RA&HS 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 RA&HS, and to any other Exhibitor who may suffer by reason of such breach.
- 8.15.10. Should there be any reason to suspect that any Exhibit is either diseased or dangerous, the RA&HS shall have the right to refuse admission of such Exhibit to the Showground or to remove the Exhibit from the Showground at the expense of the Exhibitor.
- 8.15.11. All livestock and/or small animals shall be in the control of a responsible Exhibitor/person at all times. Also refer to 8.18.2.

8.16. Absence of Exhibit

8.16.1. Prior to admission to the Showground

Unless otherwise directed by the RA&HS, an Exhibit must be exhibited unless a certificate signed by the Exhibitor is lodged with the RA&HS 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 RA&HS considers reasonable.

8.16.2. After admission to the Showground

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

8.17. Departure of Exhibits

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

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

8.18. Removal of Exhibits

- 8.18.1. The RA&HS 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 RA&HS may remove such Exhibit, object or thing from the Showground.
- 8.18.2. Neither the RA&HS nor its servants or agents shall be responsible for any loss or injury to any Exhibit, object or thing, either during the course of removal from the Showground or thereafter whether due to negligence or otherwise howsoever. Sole responsibility for the care of any such Exhibit, object or thing shall rest upon the Exhibitor or owner thereof as the case may be.
- 8.18.3. The RA&HS 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 RA&HS to do so.

8.19. Veterinary Services

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

8.20. Accommodation

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

8.21. Personal Belongings

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

8.22. Notices to Exhibitors

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

8.23. Identification of Exhibits

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

8.24. Parading Livestock

Every livestock Exhibit shall be paraded or exhibited according to any special regulation. Non-Exhibition of animals entered as Exhibits may result in a fine unless a Veterinary Certificate is provided or is otherwise exempted by the RA&HS 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 RA&HS. Exhibits participating in a parade must be ridden, handled and/or controlled by a competent rider or handler.

8.25. Program of Competitive Exhibits

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

8.26. Prohibited Drugs

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

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

9. Competition Schedules

9.1. Categories

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

9.2. Liability

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

9.3. Judges & Stewards

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

10. Admission to and Use of Showground

10.1. Admission to the Showground

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

10.1.1. Persons enter the Showground at their own risk

For the comfort, safety and enjoyment of all persons, the RA&HS advises that:

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

- (g) Persons entering the Showground must adhere to the Work Health & Safety legislation and in particular the RA&HS Work Health and Safety Policy;
- (h) Additional entry conditions and requirements may apply to ticketed events;
- (i) Any ticket purchased to enable entry into the Showground or any particular area or event at the Showground cannot be exchanged or returned after purchase;
- (j) The RA&HS and South Australian Police conduct surveillance on the Showground, and have access to security footage. A person entering the Showground may be photographed, filmed, taped and/or subjected to monitoring by close circuit television and it is deemed that a person by entering the Showground consents to the RA&HS or third parties appointed by the RA&HS photographing, filming or taping. The RA&HS or third parties appointed by the RA&HS can broadcast, publish, license and use any photographs, film, recordings or images without compensation. The RA&HS, third parties and anyone acquiring from them a right to use the material are not liable to the subject for its use in any way;
- (k) Entry to the Showground does not guarantee automatic entry to all events and activities on the Showground during the period of entry;
- (l) Parking is restricted to areas as designated by the RA&HS from time to time and vehicles must not block emergency egress doors or emergency vehicle access roads and are to give way to emergency vehicles;
- (m) All accidents or emergencies are to be immediately reported to security (24hr) on 0419 185 312; and
- (n) Persons must obey all signs, notices and directions given by the RA&HS whilst at the Showground.

10.1.2. Liquor License

Persons seeking entry to the Showground are advised that:

- (a) They are entering an event with licensed areas;
- (b) Intoxicated persons will not be permitted to enter the Showground;
- (c) Intoxicated persons will be removed from the Showground;
- (d) Alcoholic beverages must not be taken into or from the Showground and are subject to immediate confiscation;
- (e) Checking procedures may apply to prevent persons possessing liquor from entering;
- (f) It is an offence for minors to purchase or consume alcohol;
- (g) It is an offence to sell to or supply minors with alcohol;
- (h) Persons supplying alcohol to minors will be reported to police;
- (i) Penalties apply under the Liquor Licensing Act 1997.

10.1.3. Restricted And Prohibited Items

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

- (a) Glass or breakable containers;

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

10.1.4. Photography:

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

- a) the photographer is not causing annoyance or inconvenience to other Show patrons;
- b) that the subject of the photo is not one detailed in the Summary Offences Act 1953;
- c) the subjects have given their consent (if under 18 then their parents' consent); and
- d) that the photos are not to be sold for commercial gain.

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

NOTE: Any variation to the policy will be at the sole discretion of the RA&HS.

10.2. Admission Fee to Showground

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

10.3. Tickets

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

10.4. Grandstand Seating

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

10.5. Removal from Showground

Any person who, in the opinion of the RA&HS, 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 RA&HS.

10.6. Sale of Goods and Services

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

10.7. Entertainment, Demonstrations and Displays

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

10.8. Lotteries and other Gambling Formats

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

10.9. Allotment of Space

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

10.10. Carnival

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

10.11. Food and Beverage

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

10.12. Fodder

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

10.13. Sales by Exhibitors

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

10.14. Sales of Exhibits

All sales of Exhibits on the Showground shall take place in accordance with the direction of the RA&HS.

10.15. Commissions

Any sales may be subject to such commission as the RA&HS directs.

10.16. Displaying or Disposing of Goods or Stock

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

10.17. Parking and driving of vehicles on the Showground

10.17.1. All drivers and owners of vehicles agree to:

- (a) obey all signs and symbols indicating limitations upon entry, speed of travel or parking of vehicles;
- (b) obey the directions of all RA&HS staff concerning the entry, driving and parking of vehicles;

The RA&HS has power to direct the removal of any vehicle that enters or is parked contrary to the limitations and directions in (a) and (b) hereof.

10.17.2. Vehicle Removal

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

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

11. Discipline, Disputes, Complaints and Appeals

11.1. An allegation that an Exhibitor has failed to comply with any of the rules and regulations referred to in the relevant sectional Competition Schedule or Special Regulations, these regulations or any other agreements or licence must be determined by the RA&HS in accordance with the Terms of Reference.

- 11.2. Matters of dispute, complaints about judging or disqualification or any appeal from a decision from a judge in an event or Exhibition must be determined by the RA&HS in accordance with the Terms of Reference.

12. Dictionary and Interpretations

In these regulations

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

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

Board means the Board of Management of the RA&HS

Catalogue means the RA&HS'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 RA&HS and includes the person acting in that capacity from time to time

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

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

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

Council means the Council of the RA&HS

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

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 RA&HS.

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 RA&HS to judge the Exhibitions and competitions comprised in the relevant sectional Competition Schedules or Exhibitions.

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

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

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

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

Show means the Royal Adelaide Show.

Showground means the RA&HS's Showground including the 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.

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

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

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

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

Veterinary Surgeon, where the context shall reasonably permit, means and includes a veterinarian appointed by the RA&HS 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 RA&HS may determine.

Note:

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

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

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

13. SCHEDULE 1



ROYAL AGRICULTURAL & HORTICULTURAL SOCIETY OF SOUTH AUSTRALIA INC (RA&HS)

**INVESTIGATION, DISCIPLINARY PROCEEDINGS AND APPEALS
TERMS OF REFERENCE**

Reviewed and approved 15 August 2014

Terms that are defined in the Constitution and/or the General Regulations of the RA&HS shall have the same meaning in these Terms of Reference, unless otherwise provided. If there is an inconsistency between a defined term in the Constitution and the General Regulations, the defined term in the Constitution shall prevail. A reference to an "Item" is a reference to an item contained in these Terms of Reference.

1.

- (a) To the extent allowed by the General Regulations or any Special Regulations of the RA&HS, a Member, in its capacity as an Exhibitor, may protest any decision in relation to conduct, judging or any other matter relating to an event or Exhibit. The protest:
 - (i) must be made in accordance with the General Regulations and any relevant Special Regulations of the RA&HS or as otherwise directed by the Chief Executive;
 - (ii) unless specified otherwise, must be received in writing within 2 hours of the relevant decision.

Protests shall be referred to the relevant decision-maker (as determined under the relevant Special Regulations) who shall forthwith consider the protest on its merits and make an immediate determination to allow or refuse the protest.

- (b) If the determination of a protest under this item 1 results in a formal allegation that a Member, in its capacity as an Exhibitor, has failed to comply with any of the rules and regulations referred to in the relevant sectional Prize Schedule or Special Regulations or General Regulations, the matter may be investigated by a panel appointed in accordance with any relevant Special Regulations or by the Chief Executive.

2.

- (a) An allegation that a Governance Committee Member has infringed any of the Rules, By-Laws, Regulations or an applicable Code of Conduct of the RA&HS or has engaged in conduct which is unbecoming of the Governance Committee Member's office or which is prejudicial or adverse to the interests or reputation of the RA&HS, may be investigated for the purposes of rule 18.1 of the Constitution by a committee comprising the President or Chairman of Council and at least two Board members to be appointed by the Board from time to time.
- (b) Other than a protest on the day of an event or exhibition which must be dealt with under item 1, an allegation that a Member has infringed any of the Rules, By-Laws, Regulations, Special Regulations or an applicable Code of Conduct of the RA&HS or has engaged in any conduct which is unbecoming of a Member or which is prejudicial or adverse to the interests or objects of the RA&HS, may be investigated for the purposes of rule 5.5.1 of the Constitution by the Chief Executive.

3. For the purposes of these Terms of Reference:
 - (a) a person being investigated under item 1(b) or item 2 shall be defined as "***the Affected Person***"; and
 - (b) the person or persons charged with undertaking the investigation under item 1(b) or item 2 shall be defined as "***the Review Panel***".
4. Where an allegation has been referred to a Review Panel under items 1(b) or 2, and the Review Panel has decided to make a determination, the Affected Person must be notified of the following in writing:
 - (a) that an allegation has been made against the Affected Person;
 - (b) the substance of the allegation; and
 - (c) the date on which the Review Panel will make a determination in relation to the allegation.
5. An Affected Person against whom an allegation has been made may make a written representation (including the provision of witness statements) to the Review Panel, which must be delivered to the Review Panel before a date and time notified to the Affected Person under item 4.
6. If, after its investigations, the Review Panel is satisfied that the allegation is established, the Review Panel may, in its absolute discretion, do one or more of the following:
 - (a) in the case of Governance Committee Members:
 - (i) expel that person as a member of any relevant Governance Committee; and/or
 - (ii) expel that person as a Member of the RA&HS;
 - (iii) refer the matter to the Board of the RA&HS, in which case the Board shall have all of the powers of the Review Panel as set out in these Terms of Reference.
 - (b) in the case of Members:
 - (i) expel or suspend that person as a Member of the RA&HS;
 - (ii) impose a monetary fine (payable at such time as the Review Panel may determine);
 - (iii) withdraw or withhold any Award or ribbon or Prize;
 - (iv) disqualify the Member in respect of any class;
 - (v) if relevant, order the Exhibit or the Exhibitor, their family, invitees and agents be removed from the Showground; and
 - (vi) impose any other penalty that may be provided for in the relevant Special Regulations; and/or
 - (vii) impose any other disciplinary action contemplated by the General Regulations or any relevant Special Regulations

Without limiting the above, the RA&HS may cancel or require forfeiture of an Award, and upon forfeiture, the Exhibitor must return any ribbon, money, Prize Card or other evidence of that Award to the RA&HS within seven days of receiving notification of the forfeiture; or

- (c) in the case of both Governance Committee Members and Members:
 - (i) give a formal reprimand; or
 - (ii) take no action.
- 7. The Review Panel must post to the Affected Person against whom the allegation was made notification in writing of their decision, within 10 business days of making a decision under item 6.
- 8. An Affected Person may appeal against a decision of the Review Panel by giving written notice to the Review Panel within 10 Business Days of the decision being notified under item 7, setting out that the Affected Person wishes to appeal against the Review Panel's decision. The written notice must be accompanied by an appeal fee of \$200, which shall be refunded to the Affected Person in the event that the appeal is successful.
- 9. The appeal will be conducted by the Appeals Committee, by way of a rehearing. The Appeals Committee will consist of one sitting member in each case, to be appointed by the President from time to time.
- 10. The Review Panel must notify the Affected Person of the time and date of the hearing of the appeal. The Affected Person may make written submissions in relation to the merit or legality of the Review Panel's decision, which must be delivered to the Review Panel before a date and time notified to the Affected Person in the notice required under this item 10.
- 11. Unless the Appeals Committee determines, in accordance with the procedure set out in item 13, that the principles of natural justice otherwise require:
 - (a) the appeal must be conducted wholly on the basis of:
 - (i) the information considered by the Review Panel in making his or her decision under item 6 (which, if requested by the Appeals Committee, the Review Panel shall record in writing for the Appeals Committee); and
 - (ii) any written submissions made by or on behalf of the Affected Person in accordance with item 10;
 - (b) the standard of proof is to be on the balance of probabilities;
 - (c) the Appeals Committee is not bound by the rules of evidence; and
 - (d) no party to the proceedings shall be entitled to obtain any order or direction requiring production of document(s) or any list of documents in the course of the conduct of the proceedings.
- 12. If the Appeals Committee allows an oral hearing in accordance with item 11, unless the Appeals Committee determines, in accordance with the procedure set out in item 13, that principles of natural justice otherwise require, the parties:
 - (a) are not permitted to call witnesses; and
 - (b) may not be represented by a legal practitioner at the hearing.

13. If the Affected Person seeks to establish that the principles of natural justice require the Appeals Committee to conduct the hearing on a different basis to that set out in item 9, item 11 or item 12, he or she must make a written submission to the Appeals Committee, which must be delivered to the Review Panel before a date and time notified to the Affected Person in the notice required under item 10. The Appeals Committee must:
 - (a) provide the Review Panel with the opportunity to respond in writing to the Affected Person's submission; and
 - (b) advise in writing whether the Affected Person's submission is accepted within 14 days of the Appeals Committee's receipt of the same.
14. An appeal must only be upheld by the Appeals Committee if the Affected Person persuades the Appeals Committee, on the balance of probabilities, that the decision of the Review Panel was incorrect.
15. The Appeals Committee has the same powers and obligations as the Review Panel under items 6 and 7. For the avoidance of doubt, the Appeals Committee does not have the power to award costs against either party.
16. If a Member is suspended, in addition to any penalties that are available under the General Regulations or the Special Regulations, then at the time that the Member is suspended, that Member must immediately hand in their Membership Token or Ticket for the RA&HS to the Chief Executive for the period of the suspension. During the period of the suspension, the Member will not be entitled to:
 - (a) enter any Member facilities at the Royal Adelaide Show;
 - (b) hold any office in or be a member of any Governance Committee;
 - (c) a refund of any annual subscriptions paid to the RA&HS;
 - (d) attend or vote at any meeting of Members; or
 - (e) nominate a candidate for election on any Governance Committee.
17. During a Member's period of suspension, the Member must (if the Member has not already) pay in full the annual Membership subscription applicable to the Member.
18. If a Member is expelled, in addition to any penalties that are available under the General Regulations or the Special Regulations, then at the time the Member is expelled, the Member must hand in their Membership Token or Ticket for the RA&HS to the Chief Executive. The Member is not entitled to a refund of any subscriptions.
19. If the Member is expelled, that person is not entitled to enter any Member facilities at the Royal Adelaide Show from the date they are expelled, even as a guest of a Member.
20. The President, Chairman of Council or Chief Executive may delegate any of their functions or obligations under these Terms of Reference generally or in any particular instance, as he or she sees fit.
21. Any notice required to be given to an Affected Person under these Terms of Reference may be delivered by post to the most recent postal address notified by the Affected Person to the RA&HS.

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