

TERMS AND CONDITIONS

FOR THE CONDUCT OF COMPETITIONS AT QCAS AFFILIATED QUEENSLAND AGRICULTURAL SHOWS.

Subject to the Rules, By-Laws and Regulations of the Queensland Chamber of Agricultural Society's Inc. (QCAS) and the Society relevant to this schedule, the following General Regulations shall apply. Where there is a conflict between these regulations and the regulations and rules of the local Agricultural Society, the rules of the Affiliated Agricultural Society prevail.

1. GENERAL REGULATIONS AND ACCEPTANCE OF ENTRIES

- 1.1. All affiliated Queensland agricultural shows are conducted subject to the rules of the Queensland Chamber of Agricultural Societies Inc (QCAS), the constitution and rules of this Society, and any other special regulations which appear within the schedule.
- 1.2. Affiliated agricultural societies may, as required, supplement these regulations with their own special regulations ensuring they are consistent with QCAS regulations.
- 1.3. The attention of Exhibitors is drawn to the fact that entries are accepted subject to the Rules, By-Laws and Regulations of QCAS and the society relevant to this schedule, in addition to any special regulations which appear in this schedule. Copies of the Rules and By-Laws may be obtained upon application to QCAS or the society relevant to this schedule.
- 1.4. No refunds will be made after close of entry.
- 1.5. Prize money must be collected on the days of the show. The society will not take responsibility for any Pavilion entries not collected by the specified dates in the entry pack and schedule.

2. JUDGING

- 2.1. Judging will be performed by a Judge or panel of Judges appointed by the Society.
- 2.2. In the event of the Judge deciding that the exhibits in any Class are not worthy of a prize, no prize will be awarded.
- 2.3. It is considered good ethics that if a Junior Judge or Associate Judge has been judging in his/her own right at any affiliated Agricultural Show, they are not eligible to enter the Young Judges competition at that Show, BUT they can still enter at another Show where they are not acting in a judging roll.
- 2.4. No Exhibitor or members of the Exhibitor's immediate family or employed by the Exhibitor shall approach a Judge with regard to a decision made by the Judge unless they

first obtain permission from the Committee person in charge or Steward of the Section.

3. NOTICE TO INTENDING EXHIBITORS

- 3.1. No person under disqualification recognised by the Society may exhibit or compete.
- 3.2. Entries for the upcoming Agricultural Show relevant to this schedule can be made as described for each section in the schedule. Entries submitted other than on the correct form or online will be returned to the Exhibitor and, unless all requirements are complied with, and the forms returned to the Agricultural Society office by completion of business on the closing date, as shown in this Schedule, they will not be considered.
- 3.3. Notwithstanding the provisions of General Regulation 3.2 above, late entries may be accepted at the discretion of the Section Chief Steward.
- 3.4. Entries are accepted subject to the Rules, By-Laws and Regulations of the Society, in addition to any Special Regulations, which appear in the Schedule.
- 3.5. Exhibitors whose entries have not been accepted shall be advised accordingly and entry fees refunded.
- 3.6. The exhibitor irrevocably consents to the Society publishing or reproducing in any manner whatsoever any particulars or information in relation to their exhibits; the publication or reproduction may be in a printed form or visual image through electronic means and/or on the Internet.
- 3.7. Whilst all reasonable care is taken, the affiliated Agricultural Society cannot accept any responsibility for any losses and/or damage or injury to or by any livestock exhibits, equipment, vehicles or any other property or person whilst on the Show grounds.
- 3.8. Any persons causing a nuisance by loud comments, or the decision of the Judges or of otherwise unseemly behaviour will after being cautioned, be expelled from the show grounds, and in the case of exhibitors, be liable for disqualification.

4. BIOSECURITY

- 4.1. All QCAS affiliated agricultural societies have developed a comprehensive Agricultural Show Biosecurity Plan and all event organisers, competitors and spectators have a joint responsibility to ensure the successful implementation of a biosecurity plan.

5. PRIVACY STATEMENT

- 5.1. The information provided by exhibitors is

used by QCAS and the society relevant to this schedule to organise, process and conduct competitions at the relevant agricultural show, sub chamber and state finals. By entering such competitions you consent to their personal information being used for this purpose including this information being made available to sponsors, breed associations, the media, the public, promotional purposes, archival purposes, published in publications and could be made available to other third parties for the purpose of promoting the Queensland agricultural show movement, or as otherwise required by law.

6. WORKPLACE HEALTH AND SAFETY

- 6.1. All QCAS affiliated society's show ground's are designated workplaces within the meaning of the Workplace Health and Safety Act 2011 and exhibitors / competitors are required to ensure that they and all persons under their direction or control, including their contractors or sub-contractors, comply with all requirements of the Act and QCAS holds each exhibitor responsible to discharge its obligations to provide and maintain a safe place and system of work during occupation by the exhibitor/competitor of any area of the affiliated Agricultural Society's Show ground's.
- 6.2. Each exhibitor/competitor will assess the risk to themselves, staff, family, volunteers, other exhibitors, agricultural society staff, show visitors, children and any person foresee ably affected by the presentation of their exhibit.
- 6.3. Risks identified by exhibitors/competitors will be eliminated or controlled by the exhibitor/competitor and particular attention will be paid to ensuring public safety and safety of other exhibitors/competitors.
- 6.4. Exhibits will only be held & handled by competent persons whose experience is known to the Exhibitor/Competitor.
- 6.5. Exhibitors/competitors are advised that the use of primus stoves, any heating or lighting appliances of a like character, or any naked light, is strictly prohibited in pavilions or any other building or area defined by the Queensland Fire and Rescue Service.
- 6.6. Any exhibitors/competitors intending to bring electrical equipment to the Show ground's will be required to ensure that such equipment is fitted with earth leakage circuit breakers / residual current protection and that all electrical leads, tools and appliances have been inspected by a licensed electrical contractor and currently tagged. This is essential for the safety of all exhibitors and the general public AND is a requirement of the current Electrical Safety Regulations.

- 6.7. The use of double adaptors is prohibited and all power boards must also be tested and tagged.
- 6.8. All exhibitors/competitors will comply with the requirements of the Act and its Regulations and Standards in every other respect. This is essential for the safety of all exhibitors / competitors and the general public. The Act imposes very severe penalties in the event of noncompliance with its provisions. Any exhibitors/ competitors who do not comply will not be allowed to exhibit at QCAS affiliated Shows.

7. DISCLAIMER

- 7.1. The information contained in the Competitions Schedule/Catalogue is gathered for the purpose of providing information to Exhibitors and show patrons. The information is a compilation of information provided by third parties and QCAS and affiliated Agricultural Society's does not warrant its accuracy and advises that any such information may be subject to change or amendment occurring at any time and thereby making the information incorrect. Subject to QCAS legal obligations and responsibilities, if you require confirmation of any information please contact the QCAS Office.

8. GOODS AND SERVICES TAX (GST)

- 8.1. The Australian Taxation Office has deemed that GST is payable on prizes if an Exhibitor is registered for GST and enters an Exhibit as part of a business enterprise.
- 8.2. The information an Exhibitor provides on the Application for Entry determines whether GST is applicable.
- 8.3. Any prize stated in this Schedule does not include GST.
- 8.4. GST will not apply:
- 8.5. If an Exhibitor enters an Exhibit as a hobby or private recreational pursuit; or
- 8.6. If an Exhibitor enters an Exhibit as part of a business enterprise, the Exhibitor has an ABN, but the Exhibitor is NOT REGISTERED for GST.
- 8.7. If an Exhibitor enters an Exhibit as part of a business enterprise, the Exhibitor is not entitled to an ABN as the business or enterprise is not operating in Australia.
- 8.8. GST will apply if an Exhibitor enters an Exhibit as part of a business enterprise, the Exhibitor has an ABN, and the Exhibitor is REGISTERED for GST.
- 8.9. Where GST applies, the Society will pay the prize money quoted in this Schedule plus 10% GST. The Society will issue a recipient created tax invoice.

9. PROTESTS

- 9.1. A protest against a Judge's Award must:-
- 9.2. be in writing addressed to the Secretary, and signed by the person lodging the protest;
- 9.3. be lodged by delivery to the Secretary's Office within twenty-four hours of the making of the Award;
- 9.4. give the name and address of the person lodging the protest, and where two or more persons join in the protest, state which one of those persons is authorised to receive correspondence or notices on behalf of all;
- 9.5. set out in reasonable detail particulars of the matter complained of including but not necessarily limited to the number of the Class and the Award protested against;
- 9.6. be accompanied by a deposit of \$50.

10. PENALTIES

- 10.1. If the Disciplinary Committee considers that there has been a breach of the rules, By-laws or regulations of the Society, it may impose such a penalty as it considers to be appropriate, including without limitation:
 - 10.1.1. a reprimand;
 - 10.1.2. a monetary fine (payable at such time/s as the Disciplinary Committee may determine);
 - 10.1.3. withdrawal or withholding of any award or ribbon;
 - 10.1.4. disqualification in respect of any class;
 - 10.1.5. expulsion from the Show ground;
 - 10.1.6. where the person concerned is a member, a suspension or termination of that membership;
 - 10.1.7. a ban;
 - 10.1.8. exclusion;
 - 10.1.9. prohibiting a Person from exhibiting or competing at the current Show or at any future Show ;
 - 10.1.10. a direction that an Exhibit be removed from the Show ground;
 - 10.1.11. any other mandatory requirement; and
 - 10.1.12. any other penalty provided for in other regulations of the Society.
- 10.2. There shall be no appeal from any decision of the Disciplinary Committee.
- 10.3. The Association may publish to:
 - 10.3.1. all Agricultural Societies in Queensland;
 - 10.3.2. the Queensland Chamber of Agricultural Societies
 - 10.3.3. the relevant Breed Societies;
 - 10.3.4. the body with which the exhibit is registered, or is eligible for registration;
 - 10.3.5. the result of any proceedings before the Disciplinary
- 10.4. Committee in which a person has been found guilty of a breach of any Rule, By-Law or Regulation.
- 10.5. The Society shall have no liability to any person in respect of any publication referred

to above

- 10.6. No person shall have any claim against the Society or against any Committee member, employee, volunteer or agent of the Society in respect of any act, matter or thing done in good faith during or in connection with the proceedings before the Disciplinary Committee.

EVENT: Maleny Agricultural Show

All Competitors and exhibitors must pay gate admission.

REFUND POLICY: In case of a total event cancellation, refunds will be provided to patrons who have purchased tickets for the cancelled event. The Maleny Agricultural Show will not be cancelled unless directed to do so by Qld Health to comply with any current Covid-19 restrictions or any other government directives.

If your membership application is declined by the committee, then any paid fees will be refunded.

- I agree and consent to my personal information and photography of myself and family being utilised for current and future competitions and promotions by the promoters and exhibitors of the show unless I state otherwise
- I agree and consent to, for promotional purposes, you are providing the information I have entered into any electronic form on your site to entities/ businesses attached, related, affiliated or associated to the show, including but not limited to the event organiser, presenters' sponsors, exhibitors and suppliers.
- Your tickets for entry to the event will be delivered electronically via email. You are required to print these or bring them on your phone or device to the show so we can scan you in at the entry.
- If there are any processing or credit card fees, these will be calculated and shown to you during purchase.
- Please Note that as a condition of entry, all Children must be accompanied by an Adult at all times.

Maleny Show Society Inc, WAIVER OF DUTY OF CARE: Form "The Society" means and includes:

11. All affiliated entities
12. Servants or agents of the Maleny Show Society Inc. and/or all affiliated entities;
13. Employees of the Maleny Show Society Inc. and/or all affiliated entities;
14. Members of the Maleny Show Society Inc. and/or all affiliated entities;
15. Volunteers of the Maleny Show Society Inc. and/or all affiliated entities;

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SECTION A

Supplier's statements about risk and duty of care Queensland Chamber of Agricultural Societies Inc and Maleny Show Society Inc. (together the Suppliers) advise as set out below. The handling of animals is a dangerous recreational activity as animals can act in a sudden and unpredictable way, especially when frightened or hurt.

Participation (including passive participation) in animal handling and/or physical competitions and/or Events at an agricultural show and/or use of the Suppliers' facilities contain elements of risk, both obvious and inherent.

Physical competitions and activities, Events and use of the Suppliers' facilities are all dangerous recreational activities. This document is a risk warning for the purpose of the Civil Liability Act (2003) QLD and Australian Consumer Law.

Any and all warranties, conditions and guarantees in relation to the competitions and activities, Events and use of Suppliers' facilities which are implied by Australian Consumer Law are excluded to the fullest extent permitted by law.

This risk warning is given by or on behalf of the Suppliers.

This document acts as an exclusion of liability under the Civil Liability Act (2003) QLD if the services supplied by the Suppliers are supplied without reasonable care and skill.

SECTION B

Participant's acknowledgements

By signing this document I acknowledge that: Participation in the Event and/or use of the Suppliers' facilities is a recreational activity for the purposes of the Civil Liability Act (2003) QLD and Australian Consumer Law

1. I participate in the Event and/or use of the Suppliers' facilities at my own risk.
2. Participation in the Event and/or use of the Suppliers' facilities is a hazardous activity and involves a significant risk of physical harm and may result in injury, loss, damage or death to me and others.
3. Participation in the Event and/or use of the

Suppliers' facilities requires certain skills and experience. I declare that I have sufficient skills and experience to be able to safely and properly participate in the Event and/or use the Suppliers' facilities.

4. Animals can act in sudden and unpredictable ways, especially if frightened or hurt, or if exposed to loud or unfamiliar noises.
5. The Event will be held in close proximity to rides and large groups of people and there may be loud and unfamiliar noises which can frighten animals used in the Event.
6. If the Event is held outdoors, there are risks to me as a result of the weather conditions, including either extreme hot or cold weather, rain or wind.
7. Insects or other animals may cause animals used in the Event to become frightened and act in an unpredictable way.
8. In handling animals, there is a risk of suffering injury including injuries caused by the animals.
9. I am responsible for ensuring that I have and will wear equipment suitable for my safety in my participation of the Event and/or in using the Suppliers' facilities.
10. I am responsible for the condition of any tools and equipment and ensuring that they are appropriate for the Event and/or in using the Suppliers' facilities.
11. I use the Suppliers' facilities, including for the Event entirely at my own risk, as I find them and with the prior acceptance of the risk of possible danger to me, both obvious and inherent.
12. At the time of participating in the Event and/or in using the Suppliers' facilities, I will not to any degree be under the influence of alcohol or illicit drugs.
13. I will not consume any alcohol or illicit drugs while participating in the Event and/or in using the Suppliers' facilities and agree that such use may result in my being excluded from the Event and/or from using the Suppliers' facilities with no entitlement to any refund of money paid to the Suppliers for entry.
14. I agree to be bound by the rules and guidelines of the Suppliers as varied from time to time.

SECTION C

Participant's acceptance of risk & no duty of care & waiver of rights

1. I acknowledge and agree that my participation in the Event and any associated activities and/or my use of the Supplier's facilities is dangerous and may have obvious and/or inherent risks as a result of which personal injury (and sometimes death) may occur.
2. I acknowledge that my participation in the Event and any associated activities and/or my use of the Supplier's facilities carry with them a significant risk of physical harm.
3. I accept and assume all risks of personal injury

- or death in anyway whatsoever arising from my participation in the Event and any associated activities and/or my use of the Supplier's facilities.
4. I waive my individual right to sue the Suppliers for all claims I may have for such personal injury or death against the Suppliers in any way whatsoever arising from or in connection with my participation in the Event and any associated activities and/or my use of the Supplier's facilities.
 5. If I suffer personal injury or death while participating in the Event and/or from my use of the Supplier's facilities, I will not hold the Suppliers, their employees or agents legally responsible for any personal injury or death I suffer.
 6. I will not sue the Suppliers, their employees or agents for any claims, actions, costs, damages or liability.
 7. I release the Suppliers and their employees from legal responsibility for the services I have been provided and/or activity I have participated in, including the Event.

I ACKNOWLEDGE THAT I HAVE READ THIS FORM, OR THAT IT HAS BEEN EXPLAINED TO ME. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT. I HAVE AGREED TO THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME AND INTEND MY PURCHASE OF TICKET/MEMBERSHIP TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.