

**11.6 Notification of Review Committee's decision**

The Chief Executive Officer will notify the Exhibitor of the Review Committee's decision within 48 hours after that decision is notified by the Review Committee to the Chief Executive Officer. The decision of the Review Committee is final and the Exhibitor will not have any right of appeal in respect of the Review Committee's decision.

11.7 Forfeiture of deposit

Where an appeal is upheld by the Review Committee, the deposit referred to in Regulation 11.3 will be refunded to the Exhibitor when or within a reasonable time after the decision of the Review Committee is notified by the Chief Executive Officer to the Exhibitor. Where an appeal is not upheld by the Review Committee, the deposit referred to in Regulation 11.3 will be retained by the RASV.

12. ACCOMMODATION**12.1 No obligation to provide Exhibit space or accommodation**

- (a) The RASV is not obliged to provide space for an Exhibit or accommodation for an Exhibitor or any Agent of an Exhibitor. For the purposes of these Regulations, "accommodation" includes provision of a space for a person to sleep.
- (b) Where the RASV, in its discretion, allocates space for an Exhibit or accommodation for an Exhibitor or any Agent of an Exhibitor, only the allocated areas may be used, and only for the purpose designated by the RASV.

12.2 Personal effects

The RASV has no responsibility or liability for any loss or damage:

- (a) suffered by an Exhibitor or any Agent of an Exhibitor using space provided for an Exhibit or accommodation for an Exhibitor or any Agent of an Exhibitor; or
- (b) caused to personal belongings, equipment or property which is brought onto the Showgrounds by an Exhibitor or any Agent of an Exhibitor.

13. FIRE REGULATIONS**13.1 Flames**

The Exhibitor and any Agent of 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.

13.2 Electrical Interference

The Exhibitor and any Agent of the Exhibitor must not:

- (a) subject to Regulation 13.3, use mains powered electrical devices in or near any animal pavilion, stall, pen or locker; or
- (b) alter or interfere with any electrical wiring, switch, plug or socket whatsoever on the Showgrounds.

13.3 Exceptions

Nothing in Regulation 13.2(a) prohibits the use of main powered electrical appliances which are, in the opinion of the RASV, essential to animal care, or the use of a light-bulb in a locker if the light-bulb is fitted in the socket provided.

14. VEHICLE PARKING**14.1 Loading and Unloading**

With the prior consent of the RASV, Motor Vehicles of an Exhibitor or an Agent of an Exhibitor may enter the Showgrounds, or any area under RASV control, for the purpose of loading or unloading only. Motor Vehicles must not remain on the Showgrounds, or any area under RASV control, and must be removed immediately upon completion of loading or unloading.

14.2 Caravans

Caravans of an Exhibitor or an Agent of an Exhibitor must not enter or remain on the Showgrounds, or any area under RASV control, for any purpose, unless in accordance with the prior written consent of the RASV.

14.3 Tow Away

Any Motor Vehicle or Caravan entering or remaining on the Showgrounds, or any area under RASV control, in contravention of the Regulations or of any other parking rules or restrictions, may be removed from the Showgrounds, or any area under RASV control, by the RASV and stored. Any costs incurred by the RASV pursuant to this Regulation must be paid by the Exhibitor.

15. LIABILITY AND INDEMNITY**15.1 Release**

Entry to, remaining on and using the Showgrounds or any part of them by an Exhibitor is entirely at the risk of the Exhibitor and, to the maximum extent permitted by law, the Exhibitor releases the RASV (which term includes in this clause the RASV's officers, employees, members, contractors and agents), from all claims, demands and liabilities of every kind resulting from any accident, damage, injury or illness occurring at the Showgrounds and, without limitation, the Exhibitor acknowledges and agrees:

- (a) the RASV has no responsibility or liability for any loss, damage, injury or illness to or caused by any Exhibit;
- (b) the RASV has no responsibility or liability for any loss, damage, injury or illness to or caused by any Exhibitor or any Agent;
- (c) the RASV has no responsibility or liability for any loss or damage to a Motor Vehicle or any of its contents whilst it is on the Showgrounds or in any car park under the RASV's control; and
- (d) without limiting Regulations 15.1 (a) and 15.1 (b) above, the RASV has no responsibility or liability for any loss, damage, injury or illness resulting from the sale, treatment, failure to treat, destruction, disposal or other dealing with any Exhibit, or for any loss, damage or injury to any personal belongings, equipment or property brought onto the Showgrounds by any person.

15.2 Indemnity

To the maximum extent permitted by law, the Exhibitor must indemnify and keep indemnified the RASV 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 for which the RASV is or may be or become liable in respect of or arising from:

- (a) loss, damage, injury or illness to any person in connection with the Exhibit or the relevant Event;
- (b) without limiting Regulation 15.2(a), loss, damage, injury or illness to any other Exhibit or Exhibitor, or any Agent of any other Exhibitor, or to the property of the RASV, or its members, or to the general public, or any member of the general public, caused or contributed to or by any act or omission of an Exhibit of the Exhibitor or by the Exhibitor or any Agent of the Exhibitor; and
- (c) without limiting Regulation 15.2(a), loss, damage, injury or illness to the Exhibit, or to the Exhibitor or any Agent of any other Exhibitor caused or contributed to by an act or omission of an Exhibit or by the transportation, feeding or housing of an Exhibit.

15.3 Removal from Showgrounds

Without prejudice to any other provision in these Regulations, where the RASV, its officers, employees, members, contractors or agents removes an Exhibit, or causes an Exhibit to be removed from the Showgrounds, 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.

16. INSURANCE

The RASV may arrange owner's liability insurance cover for Exhibitors of Exhibits that are animals, and, if the RASV does so, the Exhibitor is bound by the terms and conditions of this insurance and by applicable duties of an insured under the Insurance Contracts Act (1984). Details of owner's liability insurance cover arranged by the RASV are set out in the Relevant Schedule.

17. INFORMATION HANDLING

The RASV is bound by the National Privacy Principles of the *Privacy Act 1988* (Cth) and other applicable laws governing privacy.

17.1 Collection of Personal Information

- (a) The RASV may collect, hold and use personal information about Exhibitors, their family members, invitees or Agents.



- (b) The types of information that may be collected include names and contact details, credit card details, qualifications, 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 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 Events, applicable insurance cover for Events and making claims under the RASV's insurance for incidents which involve an Exhibitor and occur during an Event.
- (d) Personal information may also be used for the purpose of informing Exhibitors about other events and services offered by the RASV (such as future Shows) by post. The RASV may send an Exhibitor publications and information about other events and services electronically, if the Exhibitor provides an email address for this purpose.

17.2 Sharing Personal Information

- (a) The RASV may share information with other organisations and service providers to assist in administering the Events and the Show, including co-sponsors of Events and health service providers, indemnity or insurance providers or other Bodies, or any entity that may subsequently administer the Show.
- (b) The RASV may also publish winners details on its websites or publications or disclose information about an Exhibitor to the media for the purpose of publishing articles on the Exhibitor's participation in the Show, unless the Exhibitor has requested that the Exhibitor's personal information not be published or disclosed for these purposes.
- (c) The RASV may also disclose information if otherwise required or authorised by law.

17.3 Access And Correction

- (a) An Exhibitor may contact the RASV if the Exhibitor has a complaint or a query about the information handling practices of the RASV.
- (b) An Exhibitor may request that the RASV remove any personal information about that Exhibitor published in connection with an Exhibit or an Event from the RASV's publications. The RASV will, to the extent that it can reasonably do so and as soon as is reasonably practical, remove such information from the relevant publications.
- (c) An Exhibitor may request the RASV to provide access to any personal information held by the RASV about the Exhibitor, to the extent authorised by the Privacy Act and all other applicable laws. Those laws may not give rise to a right of access to all information or in all circumstances.
- (d) An access request must be made in writing, addressed to:
Privacy Officer
The Royal Agricultural Society of Victoria Limited
Melbourne Showgrounds
Epsom Road
Ascot Vale, Victoria, 3032

18. AGENTS

Any person acting or purporting to act as an agent of an Exhibitor is deemed to have given the RASV a warranty of his or her authority to so act, and the RASV is not required to make any inquiry as to that authority.

19. GOVERNING LAW

These Regulations are governed by the laws of Victoria.

