



DUNSTAN EX-FACTOR 2022 RIDERS CONTRACT

RULES AND REGULATIONS

OVERVIEW

Approximately thirty-five thoroughbreds will be competing at Equifest 2022 in the Dunstan Ex-Factor competition. Horses will compete in the compulsory 'trot up / best presented and conditioned' class as well as three of the optional ridden classes.

The organisers of the DEF, Beyond the Barriers NZ (BTB) will not reimburse any expenses associated with the care and/or training of these horses and at no time will the horse(s) be the liability of BTB. The riders acknowledge that the organisers of DEF and BTB have no special relationship with the riders giving rise to any special duty of care required by law.

The riders acknowledge that they should retain full and continuous responsibility for the training and welfare of the horse until the end of the Equifest competition. Failure to maintain responsibility for training and welfare will result in elimination from the competition, at BTB's sole discretion.

COMPETITION ELIGIBILITY

This is an invitational competition and only horses who have been approved by BTB are eligible to compete in the DEF.

COMPETITION SCHEDULE

4 – 6 February 2022

- Compulsory trot up and best presented/conditioned to be completed on the Friday
- Schedule for remaining optional classes to be confirmed
- Riders placed 1st – 6th will be required to be present at the completion of each class for a mounted prize giving.
- Riders will be required to be available for the mounted presentation of the overall 1st – 6th place Dunstan Ex-Factor prize winners on Sunday 6th February 2022, location and time to be confirmed.

COMPETITION REGULATIONS

- Participation in the DEF competitions are by invitation only; therefore, the BTB committee has the unqualified right to determine eligibility and can, at any time, remove a rider or horse from the DEF program and / or competition if the welfare of a horse is in question. A veterinarian nominated by BTB will have the sole discretion to determine the welfare of the horse; and whether there is any inhumane treatment present. BTB have the final decision as to following the foresaid veterinarian's advice in considering whether to eliminate the rider and / or horse from the competition.
- The rider is eligible to train and show their purchased TB and compete for prize money and awards up to the completion of the competition at Equifest.
- The rider is responsible for the TB at all times.
- All prize money and awards will be paid to the nominee of the winning TB as per the completed entry form.
- Horses can be presented for competition by anyone approved by BTB.
- Riders agree that all photographs and other related media coverage of the competition and the training process are the property of BTB; and can be distributed publicly at the sole discretion of BTB.
- BTB is not liable for any loss to any person, horse or property caused by the rider or the rider's horse from the signing of this contract until the end of the competition at Equifest.
- BTB has sole discretion as to determination of inhumane treatment or training methods.
- BTB has entered into corporate sponsorship agreements with a variety of companies. BTB requests that riders **honour** and **support** these sponsorships.
 - Riders will be restricted from wearing apparel or equine products during the DEF competition or in promotional videos / photos that have logos that are larger than 10cm wide and 4cm tall other than that provided by BTB.
 - Riders may not hang banners promoting any sponsors of any size in the common events area during any of the DEF classes.
- Upon entry onto the showgrounds, competing TB's will be verified by brand by a BTB representative to determine the horse's identity.
- The rider accepts that in submitting their application to compete they are agreeing to this contract and they indicate their intention to attend and compete in four classes in the DEF at Equifest 2022. Failure to present your horse for the trot up will result in disqualification from all following classes.

COMPETITION RULES

- Thoroughbreds may be exhibited in English, Western or other appropriate equine styles and equipment. Riders are asked to wear appropriate attire and head gear, which reflects the style of their riding. A high level of professionalism and turn out is expected.
- Any bit or equipment determined severe by the judges or BTB committee will not be allowed. Judges or a member of the BTB committee may check equipment at any time, including the warm up. It is the judge's sole discretion to make such decisions.

Not allowed equipment includes:

- Draw reins
- German Martingales, Market Harboroughs
- Chambon or other similar equipment

- No person shall administer drugs internally or externally to a thoroughbred, either before or during the EFC competitions in accordance with the FEI Clean Sports. For a full list of prohibited substances visit <http://www.feicleansport.org/prohibited.html>. BTB reserves the right to randomly or directly drug test any thoroughbred in the competition. Positive tests may result in removal from the event and elimination. The winner of the challenge may be drug tested immediately following the awards presentation. Random drug testing may also be done in other classes. In regard to herbal / natural supplements, trainers are cautioned against the use of medicinal preparations, tonics, pastes and products of any kind, the ingredients and quantitative analysis of which are not specifically known, as many of them may contain a forbidden substance.
- Riders have been asked for their class preferences and BTB will endeavor to accommodate these requests to the best of their ability. Riders acknowledge that limits on class sizes mean that a start in their preferred classes is not guaranteed.
- Riders will be required to be present for a mounted prize giving at the completion of each class as well as the Dunstan Ex-Factor overall prize giving which will be held on Sunday 6th February 2022. Failure to be present for the mounted prize giving will result in any prizes / prize money being forfeited.

DISPUTE RESOLUTION

Should any of the parties to this contract consider a dispute has arisen under this contract, then the party believing a dispute has arisen should notify all other parties in writing. All parties must agree to meet within 10 working days of the notice of a dispute. In the event that the dispute is unresolved, the parties agree to appoint a mediator to hear the dispute at a formal mediation before any court proceedings are commenced.

ENTRY FEE:

A **non-refundable** entry fee of \$220 per horse to be paid within 5 working days of receiving confirmation of your acceptance to compete. Entry fees will be payable to Beyond the Barriers NZ.

ENTRY AND YARDING:

- DEF riders competing at Equifest will be provided with one three-day participant pass per rider. Should your horse be withdrawn from the competition (prior to the 25th February 2022) for any reason you will forfeit the right to this pass.
- Additional passes, yarding and camping spaces will need to be booked through and paid for directly to Equifest (details to be confirmed).