THE AUSTRALIAN PIGEON CENTRE

"Where Passion takes Flight"

GENERAL COMPETITION RULES FOR ONE LOFT EVENTS

In these terms and conditions of the Australian Pigeon Centre (TAPC):

- "Community Loft" means the concept of the general public and other interested people being able to participate in pigeon competitions;
 - "Community Loft Member" means the person from the general public or other interested persons participating by paying entry fees in the pigeon competition;
 - "Current Competition" means placing an entry fee on a pigeon in the various competitions and divisions in an event that is currently in progress, these events are identified on our Website;
 - "Official Starting Time" is that time stated by on the Website for the relevant competition or event:
 - "Entry Fee" means the individual Fee paid (including GST) for a pigeon listed for a particular Competition or event on a particular date as listed on the Website for the relevant event:
 - "Member" means the person, syndicate or individual who has registered on the website and confirms they hold authority to join as a member as per the current terms and conditions (T7C's) and entering a pigeon in the competition events, the T&C's which maybe varied from time to time without notice, hosted by The Australian Pigeon Centre (TAPC); "Pigeon/s" refers to the pigeons in the events.

1. INTRODUCTION

- **1.1** We pride ourselves on our customer service and our commitment to operating our business fairly and in a responsible way. All transactions and entry fees with us are covered by our rules.
- **1.2** You must exercise your own judgement in choosing which pigeon and which division and competition to pay your entry fee/s . You acknowledge that, in paying your entry fee, you are not relying on any statement of any of our employees relating to the subject matter of the competition. The terms of your entry fee/s cannot be varied at any time. We reserve the right to refuse all of a members Entry Fees.
- **1.3** These General Event Rules cover all Events conducted by TAPC.
- **1.4** All pigeons remain the property of the fully paid members, no pigeon can be delivered to the lofts without full payment.
- **1.5** Community Loft Member's can lease a Pigeon for a particular competition by paying an entry fee. Five (5) Minutes after the competition is declared finished/closed the lease is terminated by consent and agreement of the Member. Ownership of the Pigeon reverts back to the Australian Pigeon Centre unless the bird is held under a Stable lodging agreement.
- **1.6** All the Thoroughbred Pigeons are housed at the same stables/lofts for the competition, they are all maintained and treated equally, thus being given the same food, water, medication/supplements, training, loft flying, accommodation/loft and due care. No individual thoroughbred pigeon is given any special treatment advantage over any other pigeon housed at the lofts.

2. RIGHT TO REFUSE AN ENTRY FEE

2.1 We reserve the right to decline, or limit, any entry fee/s that a member wished to pay.

- **2.2** No entry fee stands until such time as:
- **2.3** Full entry fee placed via the internet website or app, you have confirmation via the check-out from the website, app, email or text.
- **2.4** You have received an invoice or receipt of payment confirmation after your entry fee is processed through our website or app. (If you are in doubt about whether or not an entry fee has been confirmed or not, you should check its status in the confirmation of payment from the app or website.)

3. CONDITIONS OF ENTRY FEE

- **3.1** Entry Fees can only be made via the internet through the website or phone app.
- **3.2** Entry Fees will generally be accepted prior to the pigeons being delivered to the lofts or in case of backup spare pigeons (if available), up to the official starting time of an event, unless stated otherwise. An entry fee is deemed void (even if accepted) if it is submitted after the official starting time of an event.
- **3.3** Only Entry Fees confirmed prior to delivery to the lofts or before the start of the competition (referring to spare pigeons if Applicable) or event start time as listed on the website will be considered valid.
- **3.4** All events must be run on the scheduled day unless otherwise specified. For postponed the Entry fees are still valid until the event is completed.
- **3.5** We reserve the right to reschedule an event where an error has occurred with the resulting process or the results declared, customers will be notified via the website updates.
- **3.6** The winner of an event shall be determined on the date of the event's conclusion in accordance with the event's rules and regulations.
- **3.7** Dead Heats (2 winners on exactly the same time) and/or Draws. In the unlikely event **i**n any event where there is a dead heat any entry fees placed on a drawn event shall be resulted in accordance with dead heat rules:
- **3.8** Full prize money for first and 2^{nd} positions will be added and will be divided by the number of the dead heat count.
- **3.9** Prize money for the event will be determined by the number of fully paid entries. A full list if Prizes will be made available on the website.
- **3.10** Competition is based on the number of Pigeons listed as the total for the loft in the year posted.
- **3.11** Multiple competitions or events may be conducted on any given competition day. Competition, Ace Bird Series, State Bird Series and any other event as determined from time to time.
- **3.12** An Electronic Timing System (ETS) with ability to determine results down to 100th of a second will be used to determine the Competition results. All pigeons competing in the Competition or events will be identified by a Life Ring and issued a RFID Electronic Ring compatible with the ETS installed in the Loft. A RFID ring is attached to each pigeon's leg, it is this RFID ring that determines the winner and positions, the scanning pad fixed at the loft entry point (Finish Line) determines the winner as to the order of which the pigeons enter the loft across the scanning pad (Traps).
- **3.13** The starting point for any event will be determined by the TAPC. Distances for any Competition or event will be also determined by the TAPC.
- **3.14** The finish line will be a set fixture at the loft, where the pigeons normally enter (known as a trap). ETS scanning pads will be at that loft entrance and will not be moved other than for maintenance, repair or replacement. This location is determined by the TAPC.
- **3.15** All Pigeons competing in the events will be housed in the TAPC Lofts at the location determined by the TAPC. They will receive all the same food, water, treatments, medication, grit and supplements, training and due care to ensure that NO individual pigeon is given any advantage over the other loft pigeons.

- **3.16** If adverse weather affects the date of the competition or events, the TAPC reserves the right to delay the start time of each event until a suitable day for the competition within 2 weeks. All entry fees remain in play until the event competitions have been completed.
- **3.17** All Pigeons competing in the events will be housed in the TAPC Lofts at the location determined by the TAPC.
- **3.18** All Pigeons competing in the events will be transported to the point of release (starting point) by the official TAPC transport trailer or replacement in the event of breakdown.
- **3.19** The start time of the first competition of the day will be determined by the TAPC, taking into account weather conditions and the safety and welfare of the pigeons.
- **3.20** All Pigeons competing in the events will be listed in competition results as per their finishing ranking and flying time. These results will be available on the website to allow members to view their entries for any event.
- **3.21** All Pigeons competing in the events will be also be allocated flying time for the ACE Bird calculations, this is allocated at the number of seconds in flying time, indicating the total amount of flying time for each individual pigeon. The individual ACE Bird gives the members the ability to also assess their entries on the individual pigeons completing the competitions the fastest.
- **3.22** The entrant fully understands that once pigeons are lodged at the lofts, the TAPC is not liable for any loss (actual or perceived), whether pigeons are lost (loft flying, training or competitions), pass away under any circumstance, are injured, deemed not able to compete for any reason.
- **3.23** The website will also provide details or links to weather and conditions of each competition to enable the members to assess their potential entries based on past performances.

4. CANCELLATION OF AN ENTRY FEE

- **4.1** No entry fee may be cancelled, changed, or modified by you, in any way or form, once it is has been paid and confirmed/received and accepted by us. After confirmation of payment, there is no refund of entry fees paid if the member changes their mind or for any other reason.
- **4.2** In the case of an entry fee placed via the Internet site, the responsibility to verify that the entry fee details are correct prior to the submission of an entry fee resides with the member; it is recommended that members print a copy of their confirmation of payment for their own records.
- **4.3** We reserve the right to refuse any entry fee prior to its acceptance.
- **4.4** We shall keep a record of all final event results and related statistics for the protection of both the member and us in case of obvious mechanical or human error.

We reserve the right to amend the Terms and Conditions at any time, by advising the entrants of such.