



RULES AND CONDITIONS OF ENTRY 2020 / 2021 CONTEST SEASON

These Rules and Conditions set out eligibility of entry into the FMG Young Farmer of the Year contest. The promoter and organiser of the Contest is New Zealand Young Farmers.

English is the official language of the Contest. FMG Young Farmer of the Year, and Young Farmer of the Year Contest are registered trademarks of New Zealand Young Farmers.

A. Definitions

Contest means the competition referred to as FMG Young Farmer of the Year Contest, including District Contests, Regional Contest and Grand Final Contest.

Contest Officials or Officials means the Contest Sub-Committee, their representatives, District, Regional and Grand Final Committee members and NZYF Events Team

Contest Sub-Committee means the FMG Young Farmer of the Year Sub-Committee of the NZYF Board and Principal Sponsor representative.

Contest Year or Contest Season means the period 01 October 2020 – 30 September 2021.

Contestant means affiliated member of New Zealand Young Farmers (**NZYF**) entering in the FMG Young Farmer of the Year contest.

District or District Contest means the contests in the relevant districts.

Family means spouse, de-facto partner, sibling or stepsibling, child or stepchild.

Grand Final means the FMG Young Farmer of the Year Grand Final.

NZYF Event Team means the team appointed by NZYF to run the relevant Contests.

Principal Sponsor means FMG.

Practical Day means day one of Contest which includes all the hands on competition plus technical elements such as a project, interview and an HR challenge.

Regional Final means the final Contest in the relevant region of New Zealand.

Sponsor means the Contest Family of Sponsors.

Teen Ag means the network of NZ Young Farmers clubs in high schools across New Zealand

Material Health Condition means a directly relevant and important condition of the contestant's body causing illness or other medical problem



B. Eligibility

1. To be eligible the Contestant must:

- a) Be an affiliated member of NZYF at the time of the competition. That is aged 16 years to under 31 years of age as at the 1st of October that Contest Season.
- b) Enter the District Contest for the District that their membership is associated. Exceptions to this rule are where a District Contest is announced 'Open' or via approval of the NZYF Event Team. Note 1. h)
- c) TeenAg members are eligible to enter District Contest and Skills Day, however if they wish to progress through to Regional Final, they will be required to upgrade their membership to become a full NZYF member ahead of the Regional Final commencing.
- d) Have not previously contested a District Contest and Skills Day within this Contest Season in another district or region.
- e) TeenAg members can compete in FMG Young Farmer of the Year if they are over 16 years of age.
- f) If they make it to Regional Finals they must purchase a NZ Young Farmers membership and compete in the FMG Young Farmer of the Year Regional Final, and be unable to compete in that season of FMG Junior Young Farmer of the Year.
- g) If they do not make it through to Regional Finals of FMG Young Farmer of the Year, then they may compete in FMG Junior Young Farmer of the Year.
- h) Have not won a previous Grand Final of the Contest.
- i) Have not contested a Grand Final of the Contest more than once.
- j) Adhere to closing date of entry. These are not negotiable.
- k) Apply for consideration of an exemption to any of the eligibility rules to NZYF Event Team no later than 14 days prior to District Contest commencing.

2. The Contestant:

- a) Must have an email address.
- b) Contestants aged under 18 years of age must have parental or guardian consent to participate.
- c) Must be competent in the use of and aware of health and safety hazards relation to use of ATV, chainsaw and other motorised or petrol operated machinery. The Contestant may ask for guidance if not competent in these areas, noting points may be adjusted accordingly.
- d) Will be liable to repair or replace at their own cost any equipment which is being used in a manner for which it was not designed or intended resulting in damage.
- e) Contestants enrolled in post-secondary education may return to their 'home' district or region to compete if the contest aligns with holidays. However, the first region they compete in during their period of study is the region they must continue to compete in for the remainder of the time of study.
- f) Must provide proof of identity such as New Zealand Driver's License, Passport or Birth Certificate on entering.



- g) Must attend all health and safety briefings and wear approved PPE where and when appropriate and as directed by Contest Officials and WorkSafe. The supervisor of the relevant module has the power to stop a Contestant at any time. All instructions must be followed.
 - h) Must disclose to the NZYF Events Team in writing to contest@youngfarmers.co.nz at least seven days prior to first registering to compete in the Contest if they have been charged, waiting on the outcome of a pending charge, or convicted with a criminal offence within the last seven years.
3. None of the following will be eligible to compete in the Contests.
- a) Contest Sub-Committee members, or their family.
 - b) NZYF staff, or their family.
 - c) Family of District, Regional or Grand Final organising committee members.

C. Wellbeing and Safety and Liability

- 4. The Contestant assumes all risk of personal injury, property loss and damage.
- 5. The Contestant competes at their own risk and is expected to use their best judgement when deciding to attempt a task. NZYF will provide a safe competition that meets WorkSafe Health and Safety guidelines for all modules and tasks. As per point deduction guidelines, Contestants who attempt modules and tasks in a potentially unsafe or dangerous manner may incur point penalties.
- 6. Contestants are required to disclose any **material health condition** being a mental or physical condition that could impair their ability or affect other Contestants' ability to safely participate in the Contest.
- 7. Should a Contestant develop a material health condition during the Contest Year, they must advise NZYF Events Team in writing as soon as practical. NZYF can request medical clearance from a Registered Medical Professional to be provided prior to the contestant competing in any Contest activity.
- 8. Where a Contestant has a material health condition, they are required to:
 - a) Obtain professional medical advice from a registered practitioner and provide to NZYF documentation supporting their clear understanding of the risks.
 - b) To use common sense and avoid taking unnecessary risks.
- 9. Where the Contestant has obtained medical clearance in relation to a material health issue, NZYF will:
 - a) Respect and support the rights of Contestants who wish to continue competing.
 - b) Encourage and support contestants to obtain and act on professional medical advice regarding their continued participation in the Contest and when to stop.
 - c) Notwithstanding sections 8 and 9, the NZYF Events Team or Contest Officials may, in its sole discretion, determine, based on a Contestant's circumstance /performance, if they are fit to continue with the Contest.



D. Conditions

10. The Contestant agrees they will not conduct themselves in any way that may bring the Contest, Contest Sponsors and and/or NZYF into disrepute, this includes, but is not limited to social media. A determination of what constitutes misconduct is in the sole discretion of the NZYF management and/or Contest Sub-Committee and may result in entry revocation, disqualification or point penalties.
11. Contestants may be subject to a social media audit, to be completed by a third-party organisation and at the expense of NZYF. Should evidence be found of historical social media posts that may publicly bring the Contest, fellow competitors, NZYF or Sponsors into disrepute or if the post is deemed defamatory (in the sole discretion of NZYF) then the contestant will be asked to remove the post immediately. Failure to do so could result in disqualification or point penalties.
12. The Contestant agrees that the NZYF Event Team, sponsors, officials and media can use images, photographs, video and film footage taken during the event. Furthermore, that you will be available for publicity purposes, including interviews and other types of promotion.
13. The Contestant agrees that no direct communication shall be entered into with any judge, member of the media, Sponsors or Officials including organising committee members. Any correspondence should be directed in the first instance to the NZYF Events Team in a letter, private email or verbal conversation but must not be conducted via social media in respect to a dispute.
14. The Contestant agrees to the rules, regulations and directions express or implied by the NZYF Event Team, sponsors and officials. A breach of these Rules and Conditions may result in the withdrawal of their entry, disqualification or point penalties and any benefits thereof.
15. During the Contest season, Contestants are obliged to wear sponsored and branded clothing as directed by NZYF. Contestants wearing apparel displaying logos of those not previously approved by NZYF Event Team is not permitted. The Contestant will be asked to remove unsuitable apparel. Any additional non contest clothing must be pre-approved in advance of wearing to official events by the NZYF Event Team. Failure to adhere to this section may result in disqualification or point penalties.
16. The Contestant agrees to be bound by the judge's decisions. The judge's decision is final. No correspondence is to be entered into with any of the NZYF Event Team, Official or judge. Contestants can request written feedback from judges via the NZYF Events Team.
17. NZYF reserves the right to extend, change, postpone or terminate the Contest at any stage.

E. Contest Details

18. If a Contestant elects to withdraw from a Regional Final, they must advise NZYF Events Team in writing immediately or no later than four (4) weeks from the date they have received notice of a place at Regional Final. If withdrawal is within four (4) weeks of the Regional Final occurring, then the vacancy will not be replaced.
19. If a Competitor elects to withdraw from Grand Final, they must advise NZYF Events Team in writing immediately or no later than the last Regional Final being completed. If withdrawal is received



ahead of the last Regional Final being completed, then the place to compete at Grand Final will be offered to the second-place getter from the Regional Final. If the second place Contestant is unable to compete, the vacancy for that region will not be replaced.

20. In the Head to Head section of the Regional Final and Grand Final, Red Flag Judges will use their discretion to issue red flag stand down penalties for any safety infringement considered to be putting the contestant or any other person(s) in danger. This includes infringements that may have been omitted from the briefing. The first three (s) safety infringements each receive a 30 second stand down. Any further safety infringements will incur a one-minute stand down.
21. The practical venues for Regional Final and Grand Final are strictly out of bounds for Contestants in the week prior to the Contest.
22. The Contestant agrees to arrive at the practical day venue of the Regional Final or Grand Final no later than the time notified and will compete in all aspects of both the practical day and evening show. If the Contestant does not attend either the practical day or evening show and has not satisfied the NZYF Event Team they had just reason, the Contestant will refund NZYF all reasonable expenses relating to their non-participation.
23. The Contestant will not communicate with any member of the public regarding contest challenges or content during the event. Contestants risk disqualification or points penalties, as per the points deduction guidelines, if it has been deemed, in the sole discretion of NZYF, the Contestant has gained an advantage through breach of this rule.
24. The NZYF Board delegates the responsibility and governance of the Contest to the Contest Sub-Committee. All decisions made by the Contest Sub-Committee are final and binding on all Contestants. National rules set by the Contest Sub-Committee supersede any other Contest rules developed by individual Districts and/or Regions.

F. Grand Final

25. A criminal background check will be completed for all Grand Finalists Contestants at the expense of NZYF.
26. Airfares to the Grand Final where practicable for the Contestant and a support person, shall be paid for by NZYF when the contestant needs to drive more than four hours to the location of the Grand Final venue. This also applies to the previous year's Grand Final winner and their partner.
27. Accommodation and meals are paid for by NZYF during Grand Finals as outlined in the Grand Final Contestant Guidelines.
28. In the event of a tie at the completion of the Contest, the contestant with the highest score in the Practical Day will be deemed the winner. In a situation where the scores are still tied it will fall back to the exam scores.
29. All Grand Final Contestants within 12 months of the Grand Final of Contest Season shall:
 - a) Make themselves available for the purpose of promoting future Contests and, if required, marketing or promotional purposes for the Contest Sponsors in consultation with the NZYF Events Team.



- b) The winner of the Grand Final will be required to make themselves available for marketing or promotional purposes without payment, at a time agreed to by both the Sponsor and the winner, within 12 months of winning the Contest. The Sponsor will meet any associated travel and accommodation costs.
- c) Unless approved in writing by the NZYF Team, Grand Final Contestants shall not endorse or lend their name to other advertisers' product a period of 18 months from the date of the Grand Final.

G. Prizes

- 30. Prizes are to be accepted as awarded by the Sponsors and are not redeemable for cash.
- 31. Prizes awarded by the Sponsors are not to be negotiated for an alternative prize.
- 32. Prizes and/or endorsements other than those provided by Contest Sponsors are not to be accepted without consent from the NZYF Events Team.
- 33. All prizes must be redeemed, or arrangements made with the Sponsors or NZYF Events Team within six months of the date of the Contest and all prizes must be kept for a period of at least 12 months following receipt. Failure to do so may result in the loss of prize(s).
- 34. NZYF shall use their best endeavours to ensure that the Sponsors provide the prize(s) they have agreed to but shall not be held liable should any Sponsor change the prize(s) originally offered or fails to supply the prize.
- 35. NZYF will not be liable to any person in any way in relation to this Contest or the prize (including but not limited to personal injury) except for any liability which cannot be excluded by law. NZYF is not responsible or liable for any loss suffered by any person in the event that the prize becomes unavailable for reasons beyond NZYF's control.

H. Privacy

- 36. NZYF collects your personal details and will only use same for the purposes set out in these Rules and Conditions. Per the Privacy Act, you are able to access said information upon request by contacting NZYF Events Team.