

# General Terms and Conditions 2023 Race Series

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## **1. Entry and Activation**

1. Participants may enter one or more teams consisting of 2 activated pigeons and up to a maximum of 3 reserve pigeons per team. The cost for a team is USD \$1500. An entrant may opt to send fewer or no reserve pigeons in a team. Right of entry is reserved.
2. An activated team will be registered by Allflight CC when the entry fee of USD \$1500 (net after bank charges) per team of maximum 5 pigeons have been paid and confirmed as being received.
3. An entry of at least 2 pigeons per team activated must be paid for prior to the receipt of pigeons by Allflight CC designated agents (see designated agents) and proof of payment submitted to the agent and copied to Allflight via email (all payments must be net after bank charges). Fancier/Entrant accounts will be credited with the amount received by Allflight CC. Initial fees **MUST ACCOMPANY** the pigeons when they are sent to the loft, any pigeons arriving without payment will not be entered into the system and can be sold at the Race Owners discretion. Breeders will lose all rights to pigeons in this instance

## **2. Quarantine and Shipping**

1. Payment for quarantine and shipping must be made by the entrant on admission to the quarantine facility which will be coordinated by the designated agent (before shipping to South Africa). All pigeons must be vaccinated against Paramyxovirus at least 12days before the pigeons are sent to the agents, preferably with a herpes PMV combo vaccine. It would also be desirable to vaccinate against paratyphoid.
2. There will be several scheduled intakes of pigeons for quarantine prior to shipping which must be organized through designated agents. Intakes by agents will be from 1 March 2022 to 30 June 2022. Please contact your agent for specific dates. Allflight reserves the right to cancel later shipments if it is felt that the loft capacity will be exceeded. The loft can hold 3000 pigeons but for the 2023 race we will limit the intake to 2500 pigeons. The intake period for pigeons from South Africa will be 1 April 2022 to 20 August 2022.
3. During the period of quarantine and prior to any pigeons being shipped to South Africa an entrant will have the opportunity to send replacement birds should any die or need replacing. Advice of the need to replace must come from your designated Allflight agent and onus of liaison about replacements rests with the entrant. No

replacements can be shipped from abroad after the last scheduled intake organized by the respective agents.

4. For the 2023 year of intake all pigeons must bear seamless identification life rings/bands issued by a recognized Racing Pigeon Organization showing the number, year and particulars of the issuing organization and must bear a 2022- year ring. No pigeon bearing older rings will be accepted.
5. Pigeons will be quarantined in batches according to the laws and requirements of the Department Agriculture, Forestry and Fisheries (DAFF) – Directorate Animal Health of South Africa.

### **3. Reserves and activations**

1. The entrant must stipulate on the entry form the activated pigeons and the reserves in order of preference. If the order is not stipulated, then the pigeons will be entered in numerical order from lowest to highest. No further changes will be allowed.
2. Reserve pigeons only become activated pigeons if a further USD \$750 is paid for the selected reserve by the original entrant or when an activated pigeon is lost or unable to participate.
3. Reserve pigeons will automatically fill the place of a previously activated pigeon if it is not present or unable to take part in the race series. This will be done approximately 3 days before a race.
4. Any activated pigeon which is replaced by a reserve which is subsequently deemed fit enough to continue training and racing will continue as a reserve pigeon as the next in line. This pigeon can only re-enter as an activated pigeon if the fee of USD \$750 is paid or if it takes the place of the activated pigeon through the normal reserve replacement process.
5. Only activated pigeons qualify for prize money at the designated Hot spots and Final Race (see prize money). The proof of any payment made to activate a reserve pigeon must be emailed to Allflight CC at least 48 hours prior to the basketing of any prize money race in order to qualify for that race.
6. Entrants will have an opportunity to activate any reserve pigeon up to 7 days before hot spot 1 by paying the USD \$750 fee. If any bird is not activated by the original entrant within 6 days before hot spot 1 Allflight CC may sell the rights to prize money to any third party who pays the entrance fee, the entrance fee for a pigeon by a third party will be \$750. The rights to the share of sale proceeds after conclusion of the final race as defined herein will transfer to Allflight CC of all the pigeons sold to a third party. The original entrant / breeder therefore lose all rights to the bird if they do not pay the entry fee of \$750 at least 7days before hot spot 1.
7. Only pigeons that have been activated will be awarded prize money in the Hot spots and Final Race. If an un-activated pigeon (reserve) is timed in a prize money position it will not count. Instead the next activated pigeon in line will earn the prize.
8. Pigeons once entered as a team cannot be transferred to another team or entrant except in the case of reserve pigeons or unpaid pigeons which may be purchased by a third party as defined herein.
9. No entrance fees will be refunded or any free entries offered for lost pigeons

### **4. Training and Racing**

1. Allflight CC reserves the right to vary the training and race program to cater for inclement or unfavorable weather conditions or for any other reason deemed

necessary for the welfare of the birds or in the best interests of the events. The goal will be to have a final race of approximately 8 to 9 hours for the winning pigeons.

2. All pigeons upon entry are given over to Allflight CC for the management and care during racing and training and ownership is vested with Allflight CC. The rights to the portion of prize money and the net sale proceeds as defined herein will be with the person paying the entry fee. The method of care, training and racing will be at the sole discretion of the Allflight CC management team.
3. Loss of some pigeons during quarantine, training and racing whether by hazardous conditions, sickness or injury is to be expected and although prudent management will be used to mitigate against losses Allflight CC will not be held responsible for any losses.

#### **5. Prize Money, Auctions and Pedigrees**

1. On conclusion of the race season all pigeons will be for sale and sold at the sole discretion of Allflight CC. 50% of the NET proceeds after sale costs will be paid to the original entrant of the pigeon (if the original entrant did not activate the pigeon prior to hot spot 1 then all auction proceeds will go to Allflight CC). The balance of the sale proceeds will be kept by Allflight CC.
2. Entrants are encouraged to supply pedigrees showing a minimum of 2 generations to maximize the sale price of the birds. These pedigrees can be supplied with the birds to the agents or scanned and emailed to Allflight CC directly. If pigeons are supplied without a pedigree, there will be no pay-out of sale proceeds. Pigeons without pedigrees will belong to Allflight CC and sold with no pay out of the sale proceeds to the breeder/owner. The deadline for the supply of pedigrees is 7 days after the Final Race and must include ring cards where applicable.
3. If a syndicate is registering pigeons for participation there must be one nominated individual or company for communication purposes and for receipt of prize money and after race sale proceeds. Allflight CC will only take instructions from the appointed person about syndicate birds.
4. The prize money pay out per position will be determined by the electronic clocking system.

#### **6. General**

1. No shareholder in the company Allflight CC or any member of the management or training team or any direct family members of shareholders, managers or trainers may participate for prize money in the race.
2. Upon entry to the race it is deemed that the entrant fully understands and agrees to the terms and conditions contained herein.
3. Any dispute that may arise after any race or the interpretation of these terms and conditions must be referred in the first instance to the managing director of Allflight CC.
4. If the dispute is not amicably resolved, then it will be referred to arbitration for settlement under the laws of South Africa.
5. In terms of law the English version of these terms and conditions will be used as the official version.
6. Force Majeure

In this Clause "Event of Force Majeure" means an event beyond the control of the Authority of the Operator, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

1. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
2. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
3. rebellion, revolution, insurrection, or military or usurped power, or civil war;
4. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Sub-contractors; or
5. pandemics, widespread or localized disease outbreaks, shutdown of air traffic; or
6. acts or threats of terrorism; or
7. veterinary restrictions

In the event of Force Majeure being declared prior to the final race:

8. Entrants shall be given an option to be paid a refund less costs or to receive a credit for activations for the following race season.