



SUNSMART BUSSELTON 100 2023

TERMS AND CONDITIONS (T&Cs)

These T&Cs apply to and for the SUNSMART BUSSELTON 100 to be conducted on Saturday 29th April 2023 at Barnard Park, Busselton, as part of the SunSmart Busselton Festival of Triathlon (**Event**). By entering the Event and/or participating the Event and/or by signing below you agree to be bound by these T&Cs. Please note these T&Cs constitutes a contract between Triathlon WA (**TWA**) and yourself as the participant.

WITHDRAWAL POLICY

1. At the onset of organising the Event, costs are incurred. Your Event entry fee is an investment into the staging of the Event. Organising this Event has required a considerable amount of planning, numerous financial risks and expenses and is run to advance development of Triathlon in Western Australia.
2. If you wish to withdraw from the Event for whatever valid reason, this is beyond our control and that is your choice, whether made voluntarily or involuntarily. Before registering for the Event carefully review the Event details. TWA does not refund registration fees where the participant decides they no longer wish to attend, or is unable to attend the Event, as a result of any change in personal circumstances including, but not limited to, medical grounds (inclusive of COVID-19 related withdrawals).
3. Please note that race entries are NOT transferable to another person. Any attempt to transfer entry or allow another person to participate under your name without the event organiser's knowledge may result in total cancellation without refund, insurance being deemed void and inability to enter further TWA events.
4. Individual Athletes who registered prior to midnight 30th November 2022 are eligible for the Deferral Program. Team Athletes are not eligible for the Deferral Program.

WITHDRAWAL POLICY – INDIVIDUALS AND TEAMS

5. TWA is unable to provide a full refund at any time following registration, however the following sliding scale of refund will apply:
 - (a) early withdrawal requests received in writing on or before MIDNIGHT WST on 31ST December 2022, are eligible for a refund of 50% of the entry fee;
 - (b) withdrawal requests received in writing on or before MIDNIGHT WST on 31st March 2023 are eligible for a refund of 25% of the entry fee;
 - (c) after midnight 31st March 2023, WITHOUT exception NO REFUNDS will be given.

6. Reimbursements for withdrawals will be processed on a fortnightly basis. Any refund will be given to you in the form of a credit to the credit card used to make the original entry.
7. Processing and or booking fees associated with the entry system and purchases of optional items/merchandise are non-refundable.
8. You must supply TWA with written confirmation of your withdrawal. Please send to admin@wa.triathlon.org.au
9. If you do not receive a response to your written withdrawal within 5-business days, please assume the withdrawal has not been received. It is your responsibility to ensure the withdrawal has been received.
10. Changes to teams can be made up until 9th April 2023 by emailing admin@wa.triathlon.org.au. After this date, all changes to teams will incur a \$20 administration fee which must be paid at the time of change. Any changes after 17th April will need to be made in person during registration at the Triathlon WA athlete services desk. All changes to teams will incur a \$20 administration fee which must be paid at the time of change. In order for changes to be processed in person, the team captain and any new team members must be present.

ENTRY T&Cs

11. The following are the conditions of entry of TWA for the Event. These T&Cs are not negotiable and by entering the Event via the TWA registration system and paying the entry fees you acknowledge and accept these T&Cs. If you are under 18 years old, your parent or guardian must enter on your behalf and accept these T&Cs.

PLEASE NOTE: This is a legal document that affects your rights, if you are uncertain or uncomfortable with some of the conditions of registration you should seek and obtain advice to ensure you understand and accept the conditions of entry.

12. You agree to participate in this Event on the following basis:
 - (a) You acknowledge that competitive sporting events including the Event involve the real risks of serious injury or even death from various causes including overexertion, equipment failure, dehydration, weather and water conditions, accidents with other competitors, spectators or road users and course or weather conditions and other causes;
 - (b) You understand and agree that you should not participate in the Event unless you have trained appropriately and are in a fit state to participate in and complete the Event safely. You acknowledge that if you are aware of an existing medical condition and uncertain of your state of fitness then a medical practitioner should verify your physical condition;
 - (c) You declare and warrant that you are:
 - (i) mentally and physically fit and are and will not be affected by drugs or alcohol on Event day;

- (ii) psychologically fully capable of participating in and have undertaken adequate training for the Event.

You agree to voluntarily withdraw from the Event if any of these statements prove to be incorrect on Event day;

- (d) By entering and participating in the Event, you accept all risks necessarily flowing from your participation that could result in injury, loss of life or permanent injury. Accordingly, you release all persons or corporations associated directly or indirectly with the conduct of the Event from all claims, demands, and proceedings arising out of you participation and you indemnify them and will keep them indemnified against, all liability (including liability for their negligence and negligence of others) for all injury, loss or damage arising out of or connected with your participation in this Event. This release and indemnity extends to and includes Triathlon Australia, TWA, their respective members, other state and territory triathlon associations, the Western Australian Government, Event sponsors, Event marshals and their respective directors, partners, managers, officers, agents, contractors, employees and volunteers including Event medical and paramedical personnel. This release and indemnity continues forever and binds your heirs, executors, personal representatives and assigns;
- (e) You consent to receiving any medical treatment including ambulance transportation that event organisers think desirable during or after the event;
- (f) You have provided or attached to your entry details of any medical or physical conditions from which you suffer that might affect your performance or be relevant if medical treatment is needed. You accept the risk of participating despite these conditions. You have supplied an emergency contact name and number, this person is contactable both during and after the event and is not another participant;
- (g) You acknowledge that although there is some insurance cover in place for you whilst participating in this Event this may not cover you for all injury, loss or damage you might sustain you whilst participating in this Event;
- (h) You acknowledge that safety precautions undertaken by organisers (such as course supervision, race safety briefings, and bicycle and helmet safety checks) are a service to you\ and other participants but are not a guarantee of safety;
- (i) You acknowledge and agree that the Event organisers have the right to modify the Event or any aspect of it (including the race rules) or to cancel the Event:
 - i) if circumstances which prior to or during the Event, in the sole discretion of the Event Organisers, pose or may pose an unacceptable risk or danger to people or property. Without derogating from the generality of the above, such circumstances may include but are not limited to storm, rain, winds, currents, attack or risk of attack by sea creatures or any other inclement weather or ocean conditions;
 - ii) should it be required under any law or should the Event Organisers be so directed or ordered by any authority or agency with relevant jurisdiction; or
 - iii) should any circumstances reasonably outside the control of the Event Organisers necessitate modification or cancellation of the Event.

If such modification or cancellation of the Event occurs the Event Organisers are not obliged to refund your Event entry fee or any portion of it;

- j) You agree to abide by all race results and directions issued by the Event organisers and/or by TWA and will attend any race briefings held prior to the Event;

- k) All Entrants must comply with all COVID-19 Government Regulations at the time of the Event;
 - l) You acknowledge and consent to:
 - i) photographs and electronic images being taken of you before, during or after the Event by an official representative of the Event organisers. You acknowledge and agree that such photographs and electronic images are owned by the Event organisers and that the Event organisers and Event sponsors may use the images, your name and your performance for promotional broadcasting, reporting purposes and/or other purposes at any time by any form of media without your further consent being necessary. The Event organiser is not responsible for photographs and electronic images taken by persons who are not an official representative of the Event organiser; and
 - ii) the Event organisers providing your personal details (limited to race number, full name and email address) to the EVENT PHOTOGRAPHY COMPANY for the purpose of promoting photographs from the Event. This company will place photos from the Event on its website, which will be available for purchase and will email you following the Event informing you of this;
 - m) In no way whether by yourself or by anyone else on your behalf without the prior written consent of TWA, its assignees, or its designees are you authorised to:
 - i) use any intellectual property of TWA and/or its affiliates, and/or any words or marks that refer to, or are suggestive of, or confusingly similar to, the Event, any Event logo, Event name, Event location, Event date, or Event race distance (collectively, **Event IP**), or
 - ii) sell, market, distribute, or produce any products, events, merchandise, websites, or services that are TWA Branded, Busselton 100-branded, Busselton Festival of Triathlon - branded or marked using any Event IP;
 - n) You agree to your name and contact details being included on the Event database which may be used for commercial purposes. You acknowledge that TWA will automatically subscribe you to the monthly Event email newsletter, which contains important information and updates relating to TWA events. You acknowledge that you may also receive communication from TA. You can opt-out at any time by clicking the relevant link in any of these communications; Further information can be found in the TWA Privacy Policy located at <https://www.triwa.com.au/policies>
 - o) It is the Rider's responsibility to read all information that is made available on the Busselton Festival of Triathlon website, in email newsletters, athlete guides and any other literature concerning the Event. Please note if you unsubscribe from our mailing list you will need to contact Triathlon WA at admin@wa.triathlon.org.au to arrange to be re-added to the list and to ensure you receive all the relevant event information.
 - p) You are fully responsible for the security of your personal possessions at the Event including your bike and other valuable items within the race transition area. The Event organisers have no liability for any damage caused to your personal possessions; and
 - q) You acknowledge that you may receive a race timing chip and band at the Event. Such chip remains the property of TWA at all times. If a chip and band is provided and should you not return them TWA you agree to reimburse TWA \$100 for the chip and \$5.00 for the band. If provided timing chips must be returned on race day at the designated area post finish line.
13. Registration materials (including bib, timing chip, and wristbands) can ONLY be picked up during published Athlete Check-In hours. Check-in hours will be published on the Event website and in the Athlete Guide. Check in must be completed by the Athlete themselves. No other person can

complete check in on an Athlete's behalf. If you do not attend Athlete check-in you may forfeit your race entry and fee.

14. You certify that you are 18 years of age or older and that you have read this document and understand and accept the Terms it contains.

INDIVIDUAL ATHLETE DEFERRAL PROGRAM 2023 Terms and Conditions

1. The TWA Deferral Program is available for Individual athletes registered between Tuesday 13th September 2022 and 11.59pm (AWST) 30th November 2022 for SunSmart Busselton 100 Individual entries ONLY.
2. Entries into the event taken after the 11:59pm 30 November 2022 are not eligible for the Deferral program.
3. There are no additional entry fees associated with the deferral of the event entry.
4. The entry may ONLY be deferred to the 2024 SunSmart Busselton 100 as per these terms and conditions. Athletes who elect to defer their entries forfeit any partial refund for the 2024 event.
5. Deferral requests MUST be received on or before 11:59pm (AWST) 31 March 2023. Please supply Triathlon Western Australia with a formal letter/email as confirmation of your withdrawal. Please send to admin@wa.triathlon.org.au If you do not receive a response to your withdrawal within 5-business days, please assume the withdrawal has not been received. It is the athletes' responsibility to ensure the withdrawal has been received.
6. Deferral requests are applicable to fully paid SunSmart Busselton 100 entries only. Entries purchased through third-party charities, travel groups, transferred entries, deferred entries, relay team entries, free of charge entries are not eligible.
7. Participants who have deferred their entry to 2024 event will be sent an invitation link to register at the time of general entries opening. It is the participants responsibility to claim their entry within the stated time frame in the invitation. TWA takes no responsibility for any missed deadlines, and entries not claimed in line with deadline may not be eligible to register for the event.
8. Once a deferral has been accepted the option to apply for an athlete withdrawal refund or further deferral or transfer is no longer available. All deferrals are final.
9. Any additional purchases in the original entry are not deferrable to the following year.
10. No late entries will be accepted once an event reaches capacity.
11. Athletes who have transferred due to COVID-19 related policies are not entitled to a further transfer or deferral.