

## BUSSELTON FORESHORE TRIATHLON 2024

### TERMS AND CONDITIONS (T&Cs)

These T&Cs apply to and in respect of the event known as 'BUSSELTON FORESHORE TRIATHLON' conducted on Saturday 4<sup>th</sup> May 2024 at Barnard Park, Busselton, as part of the Busselton Festival of Triathlon (**Event**). By entering the Event signing the below, you are wholly and irrevocably agreeing to accept, abide, and be bound by the T&C's. Accordingly, you acknowledge that these T&Cs constitutes a valid, binding, and enforceable contract between Triathlon WA (**TWA, the Event Organiser**) and yourself as the participant.

**PLEASE NOTE: This is a legal document that affects your rights. Please seek independent legal advice if you require, prior to signing.**

### TERMS AND CONDITIONS OF WITHDRAWAL

1. At the onset of organising the Event, costs are incurred. You acknowledge and accept that your Event entry fee constitutes a non-refundable investment used for the purposes of staging the Event [**NOTE: if any other purposes – identify it here so it is more inclusive and precise**]
2. If you wish to withdraw from the Event (regardless of reason), you acknowledge that such a decision has been made at your volition, without TWA's involvement, action or conduct. You unreservedly accept that 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). You agree that you will not send any sensitive medical information (e.g., hospital records or x-rays etc.) with your withdrawal request to TWA, and that if TWA receives such medical information, it undertakes to destroy that information immediately.
3. Race entries are NOT transferable to another person. Any attempt to transfer entry or allow another person to participate under your name without TWA's actual knowledge may result in total cancellation without refund and insurance. In these circumstances, TWA also reserves its right to void or refuse entry to further TWA events. For the avoidance of doubt and for the purposes of this clause, transferring of your entry includes the act of changing all team members within a team.
4. If you wish to change category or event distances, no refund will be given for the difference in entry fee. If the category you are changing too is greater than the entry fee you have paid, the difference will be charged. Only one change per registration is allowed. Further changes after this will incur a \$30 administration fee for each change.
5. Once a refund has been processed, your withdrawal from the event is final. In this instance if you wish to re-enter, you will need to do so by registering again and paying the full entry fee.
6. Please be certain of your decision before requesting a withdrawal. If you are withdrawn from the event (with no refund applied, or after 31/03/2024) and following your decision want to be re-

entered into the event, a \$30 administrative fee will be charged. The deadline to be re-entered will be prior to close of online entries. After this date, no re-entries will be permitted.

7. If you register for a team and you are unable to complete your team, you can request to change to the individual category. This is not guaranteed, and no refund will be given for the entry fee difference. Please send this request to [admin@wa.triathlon.org.au](mailto:admin@wa.triathlon.org.au) with your team details.
8. **Busselton Foreshore Athletes are not eligible for the Deferral Program.**

#### **TERMS & CONDITIONS OF REFUNDS FOR – FORESHORE TRIATHLON INDIVIDUALS AND TEAMS**

9. TWA will only provide refunds in accordance with the following sliding scale:
  - (a) Early withdrawal requests received in writing on or before MIDNIGHT WST on 31<sup>ST</sup> December 2023, are eligible for a refund of 50% of the entry fee;
  - (b) Withdrawal requests received in writing on or before MIDNIGHT WST on 31<sup>ST</sup> March 2024 are eligible for a refund of 25% of the entry fee;
  - (c) after midnight 31<sup>ST</sup> March 2024, NO REFUNDS will be given.
  - (d) If a refund request does not fall within the above categories, then those requests will be considered by TWA, and any subsequent processing of refunds pursuant to those requests are at the sole and exclusive discretion of TWA.
10. 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.
11. Processing and or booking fees associated with the entry system and purchases of optional items/merchandise are non-refundable.
12. You must supply TWA with written confirmation of your withdrawal. Please send to [admin@wa.triathlon.org.au](mailto:admin@wa.triathlon.org.au)
13. 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. TWA assumes no liability or responsibility for receipt of written withdrawals.
14. Changes to teams can be made up until midnight AWST on 10<sup>th</sup> April 2024 either directly online by the team captain or by emailing [admin@wa.triathlon.org.au](mailto:admin@wa.triathlon.org.au). After this date, all changes to teams will incur a \$30 administration fee which must be paid at the time of change. Any changes made after online registrations close will need to be made in person during race pack pickup at the Triathlon WA athlete services desk. All changes to teams will incur a \$30 administration fee which must be paid in full at the time of change. For changes to be processed in person, an existing team member and any new team members must be present.

#### **TERMS AND CONDITIONS OF ENTRY**

1. If you are under 18 years old, your parent or guardian must enter on your behalf and accept these T&Cs.
2. 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 but not limited to 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.
  - (d) By entering and participating in the Event, you accept and acknowledge that you may suffer potential loss or damage (whether direct or indirect) and including but not limited to, loss of life or permanent injury. Accordingly, you release and agree to waive against TWA, its agents, employees and/or subsidiaries associated directly or indirectly with the Event any and all past, present or future claims, demands, and proceedings you may have had or may have arising out of you participation in the Event. This release 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 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 and that this constitutes full and frank disclosure of same, and acceptance and voluntary assumption of risk. 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 TWA (**the Event Organiser**), and that TWA as owners may (subject to taking all efforts and endeavours to ensure such usage is reasonable) 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. TWA is not responsible for photographs and electronic images taken by persons who are not an official representative of the Event organiser; and
  - ii) TWA providing your personal details (limited to race number, full name and email address) to its contracted event photography company for the purpose of promoting photographs from the Event. ;
- m) You agree that you will not, without first obtaining the prior written consent of TWA:
  - 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) 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

- p) 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 to 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.
3. Registration materials (including bib, timing chip, and wristbands) can ONLY be picked up during published Athlete Pack Pickup / 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.
  4. You agree that you will not allow another unauthorised athlete to compete in your place with the race details assigned to you (unauthorised transfer of entry). 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. TWA accepts no responsibility for any injury, costs, or damages incurred if an unauthorised transfer of entry occurs and you agree to assume full responsibility for any loss sustained in those circumstances.
  5. 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.