BUSSELTON 5 (KIDS TRIATHLON) 2027
TERMS AND CONDITIONS (T&Cs)

These T&Cs apply to and in respect of the event known as 'BUSSELTON 5' or 'Busselton Kids Triathlon' conducted on Saturday, 1 May 2027 at Barnard Park, Busselton, as part of the Busselton Festival of Triathlon (**Event**). By entering the Event and signing the below, you are wholly and irrevocably agreeing to accept, abide and be bound by the T&Cs and relevant Australian Triathlon and Triathlon WA policies. Accordingly, you acknowledge and agree that you as the participant are bound by the T&Cs, and the AusTriathlon Race Competition Rules and the AusTriathlon National Integrity Framework, including the Safeguarding Children and Young People Policy and that these relevant policies constitute 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, subject to clauses 2 and 6 of these T&Cs, your Event entry fee constitutes a non-refundable investment used for the purposes of staging the Event.

2. You may be eligible for a refund if you have purchased the available Race Roster Refund Protection. You acknowledge and accept that you have been afforded the opportunity to purchase the available Race Roster Refund Protection.

3. 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, subject to clauses 2 and 6 of these T&Cs, TWA does not refund entry 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.

4. Race entries are NOT transferable to another person. Any attempt to transfer entry or allow another person to participate under your name or race number 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.

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.

TERMS & CONDITIONS OF REFUNDS FOR INDIVIDUALS

6. TWA will only provide refunds in accordance with the following sliding scale:
   (a) early withdrawal requests received in writing on or before 11.59PM (AWST) on Sunday 21 March 2027, are eligible for a refund of 50% of the entry fee;

(b) after 11.59PM (AWST) on Sunday 21 March 2027, NO REFUNDS will be given. Entries purchased after this date are also ineligible for refund.

If a refund request does not fall within the above categories, then the athlete must have purchased Race Roster Refund Protection to access a refund. All refunds are available only on the original entry.

7. Refunds for an eligible withdrawal request 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 purchase the original entry. If this card has since been cancelled or expired, it is your responsibility to advise TWA and provide your updated bank details for a direct transfer.

8. Processing and/or booking fees associated with the entry system are non-refundable.

9. You must supply TWA with written confirmation of your withdrawal. Please send to events@wa.triathlon.org.au.

10. If you do not receive a response to your written withdrawal within 3-business days (Mon - Fri), please assume the withdrawal has not been received. It is your responsibility to ensure the withdrawal has been received and confirmed. TWA assumes no liability or responsibility for receipt of written withdrawals. Please note that TWA staff do not work weekends other than in event week.

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 AusTriathlon Ltd (AusTri) has adopted the National Integrity Framework (NIF) developed by Sport Integrity Australia to ensure a safe, fair, and healthy sporting environment. By completing this event entry, you explicitly agree that you are bound by and consent to applicable processes and procedures in the NIF and its component policies, being the *Child and Young People Safeguarding Policy*, *Member Protection Policy*, *Improper Use of Drugs and Medicine Policy*, *Competition Manipulation and Sports Wagering Policy, and the Complaints, Disputes and Disciplinary Policy.*

(b) You further acknowledge that you explicitly agree and are bound by the AusTri Code of Conduct and its relevant processes and procedures;

(c) Under the NIF, unacceptable or banned behaviours are legally defined as Prohibited Conduct. Pursuant to the NIF and the Complaints, Disputes and Discipline Policy, it is an integrity violation to knowingly provide inaccurate, false, or misleading information during registration or event proceedings. This includes falsifying a participant's date of birth to bypass category age restrictions. Deliberately misrepresenting a participant's age is classified as Prohibited Conduct. It constitutes a direct breach of safety protocols and will result in immediate event disqualification, forfeiture of entry fees, and may result in a

formal report to Sport Integrity Australia, which may lead to appropriate sanctions and/or bans from future competition;

(d) The Event operates under a zero-tolerance policy for abuse, harassment, or intimidation of any kind. All participants, including athletes, parents, guardians, and supporting spectators, must behave respectfully and responsibly throughout the Event. Any form of abusive, offensive, intimidating, or aggressive behaviour directed at event staff, volunteers, officials, other athletes, or spectators is strictly prohibited. Breaches of this code of conduct may result in disciplinary action, including disqualification, removal from the venue, or exclusion from future events. TWA reserves the right to determine, in its sole discretion, whether conduct constitutes a breach of this clause and all decisions made under this clause are final and binding. TWA will exercise its discretion under this clause reasonably and in good faith, taking into account the safety, fairness and integrity of the Event;

(e) 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;

(f) You understand and agree that you should not participate in the Event unless you have trained appropriately and are in a fit and healthy 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 before registering for the Event;

(g) You declare and warrant that you:
   (i) Are mentally and physically fit to participate in the Event and will not be under the influence of drugs or alcohol on the day of the Event;
   (ii) Are psychologically and physically capable of participating in the Event and have undertaken appropriate training and preparation;
   (iii) Will seek appropriate medical advice prior to the Event if you have any concerns about your physical or mental health or if any condition arises between registering and racing that may affect your ability to safely participate;
   (iv) Are entering in the correct age category.

(h) 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 (the Event Organiser), 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 your participation in the Event. This release extends to and includes AusTriathlon, 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, notwithstanding that nothing in these T&Cs excludes, restricts

or modifies any rights or remedies you may have under the Australian Consumer Law or any other applicable legislation which cannot be excluded, restricted or modified by agreement;

(i) You consent to receive any medical treatment, including ambulance transportation, that the Event organisers or authorised medical personnel deem necessary during or after the Event. You understand that any costs incurred will be your responsibility;

(j) You have provided 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;

(k) You acknowledge that failure to disclose serious or relevant medical or physical conditions may increase the risk of injury or complications during the Event. You accept full responsibility for any consequences arising from such nondisclosure and release the Event organisers, sponsors, volunteers, and affiliated parties from any liability related to injuries, health complications, or damages resulting from undisclosed medical information. Medical or health information provided by participants will be handled confidentially, stored securely, and used only for the purpose of ensuring participant safety at the Event.

(l) 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;

(m) You acknowledge that no insurance coverage is provided by the event organisers for loss, theft, or damage to personal equipment, including bicycles racked in the transition area on race day or overnight, and wetsuits or other equipment left in transition. Athletes are responsible for insuring and keeping track of their own equipment.

(n) 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;

(o) You acknowledge and agree that the Event Organisers reserve the right to modify any aspect of the Event (including race rules) or to cancel the Event entirely under any of the following circumstances:
   i) if, prior to or during the Event, circumstances arise which, in the sole discretion of the Event Organisers, pose or may pose an unacceptable risk or danger to participants, staff, or property. Without limiting the generality of the foregoing, such circumstances may include, but are not limited to, storms, heavy rain, strong winds, hazardous currents, the presence or threat of 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.

To the extent permitted by law, the Event Organiser will not be liable for any loss arising from such modification or cancellation and is not obliged to refund your Event entry fee or any part thereof.

(p) 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;

(q) You agree to provide proof of date of birth if requested by the Event Organisers;

(r) All Entrants must comply with all COVID-19 or other Government Regulations at the time of the Event;

(s) You acknowledge and consent to:
   i) your name and race number being displayed on the athlete list within the official Event app or website for the purposes of participant identification, tracking, and spectator engagement; and
   ii) 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) use the images, your name and your performance for promotional broadcasting, reporting purposes, social media and marketing and/or other purposes at any time by any form of media without your further consent being necessary. Where the participant is under 18 years of age, you acknowledge and agree that your parent or legal guardian hereby consents to the collection and use of such images and data for the purposes described above and in any event, TWA is not responsible for photographs and electronic images taken by persons who are not an official representative of the Event Organiser (TWA); and
   iii) 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.

(t) 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;

(u) 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 AusTriathlon. You can opt-out at any time by clicking the relevant link in any of these communications. Your personal information will be handled in accordance with the TWA Privacy Policy available at https://www.triwa.com.au/policies

and applicable privacy laws. By entering the Event, you consent to the collection, use and disclosure of your personal information for the purposes described in these T&Cs and the TWA Privacy Policy.

(v) 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

(w) 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 (non-disposable) and should you not return them to TWA, you agree to reimburse TWA $150 for the chip and $15 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 / 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 or their legal parent/guardian if under 18 years old. 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. All athletes participating in the Busselton 5 are required to check their bicycles into the designated transition area during the official transition open hours as advertised on the event website and in the Athlete Guide. Athletes who fail to rack their bike during this scheduled time will not be permitted to compete.

5. You agree that you will not allow another unauthorised athlete to compete in your place with the race details or registration materials assigned to you (unauthorised transfer of entry). Any attempt to transfer entry or allow another person to participate under your name or bib number 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 (the Event Organiser) 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.

6. These T&Cs are governed by and construed in accordance with the laws of Western Australia. You irrevocably submit to and accept generally the non-exclusive jurisdiction of the courts and appellate courts of Western Australia with respect to any legal action or proceedings which may be brought at any time relating in any way to these T&Cs. To the maximum extent permitted by law, TWA's total liability to you for any loss or damage arising out of or in connection with the Event or these T&Cs is limited to the amount of the entry fee paid by you.

7. If you have a dispute with TWA in connection with these T&Cs, you must first notify TWA in writing at events@wa.triathlon.org.au and allow 14 days for TWA to respond. If the dispute remains unresolved, you agree to attempt to resolve the dispute though mediation before commencing legal proceedings.

8. You certify that you are at least 18 years of age, have read and understood this document, and voluntarily accept its terms. If you are under 18, you confirm that this waiver has been reviewed

by your parent or legal guardian, who has the legal authority to enter into this agreement on your behalf.