

2025 Voltaren City2Surf Event Terms & Conditions (14km)

ATHLETE MEDICAL WITHDRAWALS

(Individuals, Gold Teams Program Participants (registered prior to 15 April 2025) Silver Teams Program Participants & Bronze Teams Program Participants)

If you cannot participate in the event for medical reasons, partial entry fee refunds are available in accordance with the below stated Athlete Medical Withdrawal policy only. After the stipulated dates, entry fees are non-refundable for medical withdrawals initiated by the athlete. Requests for eligible partial refunds on the basis of medical reasons must be notified to the organiser in writing via email at city2surf@theironmangroup.com with supported medical certificate outlining the condition before 11:59pm (AEST) Sunday 29 June 2025.

Partial refunds will only be issued for the entry fee where participation in the event is not appropriate due to medical reasons.

Where eligible, please allow up to 30 business days for your refund to be processed. **The refund is automatically issued to the credit card originally used to pay for the registration.** If this card has since been cancelled or has expired, it is the athlete's responsibility to notify our customer service team when requesting the eligible refund.

- 45% of entry fee refundable for athlete withdrawal requests made up to 11:59pm (AEST) on 29 June 2025. No refunds for athlete medical withdrawals after this date.

Additional purchases paid for at the time of entry (if any) which are paid by the Event Operator to a third-party are not refundable. These non-refundable additional purchases include:

- *Race number postage**
- *Pre-purchased photo packs**
- *Donations*
- *Event merchandise*
- *Personalised message medal tag**
- *SMS results**

**May be refundable prior to the event where Event Operator has not incurred the cost*

Your options regarding refunds for merchandise purchased during registration are outlined in the Online Stores Terms and Conditions available via (<https://au.ironmanstore.com/pages/terms-conditions>). Please note that refunds are not offered for change of mind merchandise purchases.

Athletes who have deferred into this event from a previous year, entered through the use of an Event Credit or complimentary (100% discounted) entry are not eligible for athlete withdrawal refunds.

ATHLETE WITHDRAWALS – Gold Team Members

(registered after 15 April 2025 with a Pre-Paid entry)

If you cannot participate in the event, you will need to contact your Team Captain to remove you from the team. This will open up a pre-paid entry to be filled by the Team Captain. Please see below regarding any additional purchases, purchased by the individual at the time of entry. *Please note, as a Gold Team member using a Pre-Paid entry, the Team Captain can withdraw you from their Team prior to the event.*

Additional Purchases, Purchased by the Individual

Where eligible, please allow up to 30 business days for your refund to be processed. The refund is automatically issued to the credit card originally used to pay for the registration. If this card has since been cancelled or has expired, it is the athlete's responsibility to notify our customer service team when requesting the eligible refund.

Additional purchases paid for at the time of entry (if any) which are paid by the Event Operator to a third-party are not refundable. These non-refundable additional purchases include:

- *Pre-purchased photo packs**
- *Donations*
- *Event merchandise*
- *Personalised message medal tag**

**May be refundable prior to the event where Event Operator has not incurred the cost*

Your options regarding refunds for merchandise purchased during registration are outlined in the Online Stores Terms and Conditions available via (<https://au.ironmanstore.com/pages/terms-conditions>). Please note that refunds are not offered for change of mind merchandise purchases.

ADDITIONAL TERMS AND CONDITIONS:

Please note: This event takes place in Sydney, New South Wales, Australia. It is each athlete's sole responsibility to ensure that they can attend (including if relevant Race Bib Collection during specified times) and compete in the event on the day. Other than as provided for in the Athlete Medical Withdrawal program & Athlete Withdrawal program set out above, no further remedies will be provided for change of mind, change of personal circumstances (including work conflicts), or injury.

If you decide to withdraw at the event after receiving your race bib in the mail/couriered or collecting your race bib at Race Bib Collection, please advise the Help Desk/Event Information onsite. If you need to withdraw on race day, your details must be recorded by the Event Information located at the Bondi Finish Line venue or Hyde Park. Alternatively, please call 1300 761 384.

****As stated in the Athlete Waiver, under no circumstance are you permitted to give your bib to another person. The safety of our athletes is paramount, therefore we need to ensure we have correct details of all our athletes on course.**

TEAMS PROGRAM PACKAGE TERMS AND CONDITIONS

These Terms and Conditions apply to the purchase of, and access to, a Teams Program Package (the **Package**) for the 2025 City2Surf (the **Event**) to be held on 10 August 2025, owned and operated by USM Events Pty Ltd t/as IRONMAN Australia (**IRONMAN**). The person that purchases a **Package** for the Event (the **Package Holder**) agrees to do so in accordance with these conditions.

These conditions work in conjunction with the Event Athlete Waiver, Event Rules and Entry Terms and Conditions, all available on the Event website (<https://city2surf.com.au>).

1. **Package Purchase:** In order to access the Teams Program for the Event, the Package Holder must purchase a Package through IRONMAN. The purchase cost of a Package at the Event is as follows (*all prices inclusive of processing fees & GST):

- Gold Package: \$650AUD*
- Silver Package: \$60AUD*
- Bronze Package: \$0 AUD*

Payment for the Package must be made through the Event platform at the time of purchase. The Package Holder is not permitted to split the Package cost, or share a Package, with any third party (including another participant in the Event) unless agreed to by IRONMAN in advance. The Package cannot be used for the purpose of competitions or public offers by the Package Holder. The Package Holder is responsible for the conduct of all participants registered in their team under their Package (each a **Team Member**) including ensuring that each Team Member complies with these terms and conditions, Event Terms and Conditions and the Event Participant Waiver.

2. **Supply of Package Benefits:** To facilitate and support the Package Holder's involvement in the Event, each Package comes with the included items as outlined below for each respective package level:

Bronze Package inclusions:

- The ability to create a team during Event registration.

Silver Package inclusions:

- Bronze Package inclusions
- Race Bibs: Team Member's that have registered and paid before the applicable cut-off date, as advertised on the Event website, will have their race bibs posted to the address nominated by the Package Holder when purchasing the Package.

Gold Package inclusions:

- Silver Package inclusions
- Access to the 'Pre Paid Entry' functionality for Team Members. The 'Pre-Paid Entry' functionality allows the Package Holder to pay for a Team Member(s) entry to the Event.

- Person to person transfers (at no additional cost) before the applicable cut-off date, as advertised on the Event website. Participants must be registered before this date to receive this benefit.
- Team name on race bib. Each Team Member needs to register by the applicable cut-off date, as advertised on the Event website, to receive this benefit.
- Package Holder Manual – (“Team Manager Manual”)
- Finisher SMS for all Team Members that have opted in to receive such communication during their individual registration. Team Members are required to provide an active Australian Mobile Number or the message will not be received.
- Link to access Team Post-Race Results will be sent to the Package Holder via email.

Any additional benefits provided will be subject to availability and at an additional cost to the Package Holder. The Package Holder must comply with all reasonable and lawful directions of IRONMAN before, during and after the Event.

3. **Registration of Team Members:** The Package does not include any Event entries. Each individual Team Member must complete their own Event entry registration.

For Gold Packages only: the Package Holder must purchase the entries via the Pre-Paid Entry functionality and then distribute the entries to Team Members through the registration platform dashboard for the Event. Each individual Team Member must complete their own Event registration prior to the Event. The Package Holder must ensure Pre-Paid entries are distributed to the intended recipient. The Package Holder acknowledges and agrees that IRONMAN will not provide a refund for any Pre-Paid entry that is unused, lost, misused or distributed to the wrong recipient. Pre-Paid entries cannot be offered as a gift or prize or otherwise offered for sale. Package Holder has the ability to withdraw Team Members prior to the Event and substitute for a different Team Member. Any additional purchases (outside of the entry fee), purchased by the individual Team Member will be refunded to the card used to purchase such additional items.

4. **Acknowledgement:** The Package Holder acknowledges that all implied warranties, conditions and guarantees with respect to the Event are expressly excluded under these terms and conditions, including as to the quality of any services or fitness for any particular purpose, or the success or profitability for the Package Holder for participating in the Event.

Notwithstanding the above, nothing in these terms and conditions excludes or limits any right, remedy, guarantee, warranty or any other term or condition implied or imposed by the Australian Consumer Law (ACL) (including any consumer guarantee) which cannot be lawfully excluded or limited. For any liability which cannot lawfully be excluded but can be limited under the ACL, our liability is limited to the price of the Package, re-supplying the Package, or supplying a substitute package at another event that is satisfactory to Package Holder.

5. **Event Cancellation and Postponement:** Package Holder agrees that if an Event is cancelled in its entirety for any reason, then:

- i. IRONMAN will notify Package Holder of such cancellation;
 - ii. both parties shall be relieved from any further obligations owing under these terms and conditions for the cancelled Event; and
 - iii. Package Holder may elect to:
 - 1. have the Package re-supplied at the same Event in the following year;
 - 2. have the Package re-supplied at an alternate or substitute event conducted by IRONMAN (subject to availability); or
 - 3. receive a refund for the unused portion of the Package benefits (calculated on the basis of rights and benefits delivered by IRONMAN up to the point of cancellation).
 - iv. If the Package Holder has purchased any Pre-Paid Entries, the Package Holder will be notified of their options with respect to the Pre-Paid Entries, which will include the option of a refund for such entries. For the avoidance of doubt, any refund for Pre-Paid Entries will be made to the Package Holder.
 - b. If, for reasons beyond the control of IRONMAN, the specific geographic location or venue of the Event is altered (that is, the Event remains in the same general region/area) or the Event is postponed to a later date in the same year, such relocation or rescheduling will not entitle Package Holder to terminate the Package Holder Package or otherwise affect any of its obligations. The Package, including all benefits, shall remain deliverable by IRONMAN.
 - c. For the avoidance of doubt, an Event will not be deemed to be cancelled solely by reason of a reasonable modification of the Event's distance, course or start time and, if an Event has sub-events, such Event will not be deemed to be cancelled solely by reason of a cancellation or modification of any individual sub-event. For any Event or sub-event, IRONMAN may, at any time in the interest of safety, modify any race distance or course.
 - d. Except to the extent expressly set out in these terms and conditions and to the extent permitted by law, IRONMAN will not be financially or otherwise liable to Package Holder if the Event is cancelled, postponed, or relocated.
6. **Release and Indemnity:** To the extent permitted by law, Package Holder releases and indemnifies IRONMAN and its employees, subsidiaries, officers, contractors, volunteers, servants and agents against any claim, loss, damage or expense (including legal fees) arising out of or in connection with:
- (a) injuries or death to any persons or damage to any property caused by Package Holder or its Team Members;
 - (b) any negligence, misconduct or wilful, reckless, malicious or fraudulent acts or omissions by Package Holder or its Team Members;
 - (c) Package Holder or its team members breaching these terms and conditions; and
 - (d) Package Holder's breach of, or failure to comply with any relevant law including, without limitation, any health and safety law;

except where and to the extent the relevant claim, loss, damage or expense is caused or contributed to or by the negligent or wilful acts or omissions of IRONMAN, its employees, subsidiaries, officers, volunteers, contractors, servants and agents.

7. **Occupational Health and Safety:** The Package Holder acknowledges that it is responsible for the safety of its Team Members and other individuals during the Event and agrees to comply with all statutory obligations in respect of such Team Members and other individuals.
8. **Compliance with Laws:** The Package Holder warrants that it will comply with all applicable laws and regulations in relation to its participation in the Event.
9. **Intellectual Property:** The Package Holder acknowledges that it does not acquire any intellectual property rights or goodwill in the name "City2Surf". Any use of IRONMAN's logos, trademarks or other intellectual property is subject to IRONMAN's prior written approval.
10. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the State of New South Wales.
11. **Privacy:** By purchasing a Package for the Event, the Package Holder consents to the collection and use of their personal information by IRONMAN and its related companies (as defined in the *Corporations Act 2001*) for the purposes of Event management, Event safety, marketing (including the promotion of the Event and other events conducted by IRONMAN, and the promotion of offers from third parties who have a relationship with IRONMAN). The Package Holder agrees that IRONMAN may use their personal information in accordance with its Privacy Policy (located at <https://www.ironman.com/privacy-policy-australia>), which includes information about how to access and seek correction of any personal information of the Package Holder.

The Package Holder agrees to comply with all applicable privacy laws with respect to personal data of Team Members obtained in the delivery of the Package and performance of these terms and conditions.