

## **TEAMS PROGRAM PACKAGE TERMS AND CONDITIONS**

These Terms and Conditions apply to the purchase of, and access to, Teams Program Packages (the **Teams Program Packages**) for the 2023 City2Surf (the **Event**) to be held on 13 August 2023, owned and operated by USM Events Pty Ltd t/as IRONMAN Group (**USM**). **Teams Program Package Holders** who purchase a **Teams Program Package** for the Event agree to do so in accordance with these conditions.

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

1. **Teams Program Package Purchase:** In order to access the Teams Program for the Event, the Teams Program Package Holder must purchase a Teams Program Package through USM. The purchase cost of a Teams Program Package at the Event is as follows (all prices include GST and all processing fees):
  - Gold Package: \$700AUD
  - Silver Package: \$350AUD
  - Bronze Package: \$0 AUD

Payment for the Teams Program Package must be made through the online form by official platform Register Now at the time of purchase. The Teams Program Package Holder is not permitted to split the Teams Program Package cost for, or share, a Teams Program Package with any third party (including another participant in the Event) unless agreed to by USM in advance. The Teams Program Package cannot be used for the purpose of competitions or public offers by the Teams Program Package Holder. The Teams Program Package Holder is responsible for the conduct of all of its participants at the Event, including ensuring that its participants comply with these Terms and Conditions and the Event Participant Waiver.

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

**Bronze Package inclusions:**

  - Bulk bib collection for Teams with 10 or more members.

### **Silver Package inclusions**

- Bronze Package Inclusions
- Access to the 'Pay Later' functionality for registrations. The Teams Program Package Holder will have the capacity to have participants register to their team without paying during that registration process via the 'Pay Later Functionality'. If used by the Teams Program Package Holder and its team participants, the total registration cost for participants registered using this function will be charged to the Teams Program Package Holder. Should this amount remain unpaid by 5:00pm AEST 11 August 2023, USM may terminate the Teams Program Package Holder's Teams Program Package, and no refund will be provided of the Teams Program Package purchase cost. Please note, Event registrations by Team participants are not final and no access to entry benefits will be received until such registrations have been paid for in full.
- Access to support and assistance from the Event's Teams Program Co-Ordinator
- Teams Program Package Holders will be eligible for race bibs to be couriered to the address nominated during their Team registration. All race bibs of Participants that have entered under Teams Program Package Holder and have paid before 11:59 pm AEST Friday 28<sup>th</sup> July 2023 will be couriered from Monday 31<sup>st</sup> July 2023. Teams Program Package Holders must have all registrations paid for to ensure eligibility for courier service.

### **Gold Package inclusions**

- Silver Package Inclusions
- Team Manager Manual Document
- Digital Promotional Poster (with option to customise with QR code direct to team registration)
- 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.
- Email banner Ad's for the Event and to 'Join our Team'.
- Social media marketing assets for the Event
- Team Name on race bib for registered team members. The team members need to register by 23<sup>rd</sup> June 2023, to receive this benefit.

Any additional benefits provided will be subject to availability and at an additional cost to the Teams Program Package Holder. The Teams Program Package Holder must comply with the directions of USM in relation to the registration of participants and team management before, during and after the Event.

3. **Registration of Participants:** The Teams Program Package does not include any Event registrations. These must be paid for by the individual Team members at the point of registration *or* by the Teams Program Package Holder utilizing the 'Pay Later' functionality. The Teams Program Package Holder is responsible for checking the unpaid entries and their associated 'add on' items are appropriate for their Team prior to payment as refunds will not be issued. No entry benefits or communications will be issued to Teams Program Team members until payment has been made for their individual registration. The Teams Program Package Holder can choose to make multiple payments over entry campaign. All payments must align with specific entries which will then be converted to 'complete' and the registrant will begin to receive their inclusions and communications.

4. **Cancellation Policy:** By purchasing a Teams Program Package for the Event, the Teams Program Package Holder agrees that the Teams Program Package Fee is non-refundable unless USM cancels the Event for reasons which are directly within its control. In addition, all Event registrations purchased by the Teams Program Package Holder (or its participants) to participate in the Event are non-refundable, non-transferrable and non-exchangeable in the event of withdrawal or non-participation by the participant (including circumstances where the participant leaves the Teams Package Holder's business or where the participant has a personal conflict or any other change in personal circumstances). There will be no refunds for any other items purchased at the time of registration, such as charitable donations. The Teams Program Package Holder acknowledges and agrees that due to the nature of the Event and the element of "luck" in the prevailing conditions, that participation in the Event may be affected by matters outside of the control of USM, including but not limited to the weather, safety, public health and associated conditions. The Teams Program Package Holder accepts that in such circumstances USM has the right to alter the format of, shorten, postpone or cancel the Event in the interest of participant safety. USM will use all reasonable efforts to conduct the Event in the planned format if safe to do so. Should any reason outside the control of USM, including without limitation weather or other dangerous conditions, war, strike or any other act of god force any change, the Teams Program Package Holder accepts that USM is not obliged to provide the Teams Program Package Holder with any refund, credit, transfer to another USM event or to restage the Event.
  
5. **Waiver and Indemnity:** In consideration of acceptance of USM permitting the Teams Program Package Holder to operate a Teams Program Package for the Event, the Teams Program Package Holder, and on behalf of the Teams Program Package Holder's heirs, executors and administrators agrees with each of the Indemnified Parties (as defined herein) and declares that: the Teams Program Package Holder hereby waives, releases and discharges all and every claim, right or cause of action (including for negligence, for breach of contract or breach of Statute) for which the Teams Program Package Holder or its participants might have or which arises out of the Teams Program Package Holder or its participants' death, injury, damage or loss of any description which the Teams Program Package Holder or its participants may suffer or sustain as the result of the Teams Program Package Holder's participation in the Event, any negligent act or omission of the Teams Program Package Holder or any of the Teams Program Package Holder's representatives or any breach of these Terms and Conditions by the Teams Program Package Holder. This waiver release and discharge shall operate jointly and severally in favour of the following (the **Indemnified Parties**), namely: USM and their related companies (as defined in the Corporations Act 2001), and their respective directors, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the Event, the owners, licensees and occupiers of land upon which the Event or any part of it is conducted, any statutory body or local authority having control over any land upon which the Event or any part of it is conducted, sponsors, catering or beverage agents, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling the Event. The Teams Program Package Holder agrees to indemnify and keep indemnified the Indemnified Parties against all actions, suits, demands, claims, proceedings, costs, expenses, liabilities and judgements (including for negligence, breach of contract or breach of statute) arising out of or in relation to the Teams Program Package Holder participation in the Event (including the acts or omissions of the Teams Program Package Holder's participants). This indemnity may be pleaded as a bar to any action, claim, demand, suit or legal proceedings. The releases, waivers and indemnities in this document continue forever and bind the Teams Program Package Holder's heirs, executors, personal representatives and assigns.
  
6. **Acknowledgement:** The Teams Program Package Holder acknowledges that USM does not make any representation or give any warranty with respect to the Event, including success or profitability for the Teams Program Package Holder for participating in the Event. Further, the Teams Program Package Holder acknowledges that the brand exposure for the Teams Program Package Holder before, during and after the Event is at the sole discretion of USM or its nominated representatives assisting with the coordination of the Event.
  
7. **Occupational Health and Safety:** The Teams Program Package Holder acknowledges that it is responsible for the safety of its employees, contractors and other individuals during the Event and agrees to comply with all statutory obligations in respect of such employees, contractors and other individual.
  
8. **Compliance with Laws:** The Teams Program 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 Teams Program Package Holder acknowledges that it does not acquire any intellectual property rights or goodwill in the name "City2Surf". Any use of USM's logos, trademarks or other intellectual property is subject to USM's prior approval.
  
10. **Force Majeure:** For the purpose of this clause, "Force Majeure" means an event or circumstance beyond the reasonable control of a party, including acts of God, war, rain, hail, fire, explosion, government order, civil disobedience, legislation not in force as at the date of publication of these Terms and Conditions, or labour disputes. Neither party will breach this agreement and each party will not be liable to the other party for delay or failure to perform an obligation under these Terms and Conditions due to Force Majeure. Further, the Teams Program Package Holder acknowledges it is not entitled to any reimbursement in respect of any such matter disrupting the Event.
  
11. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the State of New South Wales.
  
12. **Privacy:** By purchasing a Teams Program Package for the Event, the Teams Program Package Holder consents to the collection and use of his or her personal information by USM 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 USM, and the promotion of offers from third parties who have a relationship with USM). The Teams Program Package Holder agrees that USM may use his or her personal information in accordance with its Privacy Policy (located at <https://city2surf.com.au/contact/>), which includes information about how to access and seek correction of any personal information of the Teams Program Package Holder.