

## PARTICIPANT AGREEMENT

I agree to the following as conditions of participating in the Real Insurance Sydney Harbour 10km and 5km, and / or, any associated activity such as Event Registration Expo (together or separately, the "Event"). The Event is being conducted through the involvement of Pont3 Pty Ltd (Pont3) and GreenStone Financial Services Pty Ltd trading as Real Insurance (Real Insurance). The 'Event Organiser' means Pont3 and Real Insurance are the naming rights sponsor.

I acknowledge that: I participate in the Event at my own risk. I will take all reasonable measures to protect myself from the risks of participation. I accept all responsibility for travel and medical insurance and for payment and/or reimbursement of medical/surgical expenses incurred on my behalf.

I am responsible for all property I bring to the Event sites and Pont3 Pty Ltd ("Pont3") accepts no responsibility for any loss or damage to this property, including, but not limited to, baggage stored or held at the Event by the Event Organiser or any third party engaged by the Event Organiser. I consent to the conduct of identity verification checks, background security checks and any other security checks (which may include inspecting my personal property) prior to my entry to and departure from any Events sites.

I will abide by the Event rules and timelines, as varied from time to time and will abide by directions given by Event Officials and accept that the Event Organiser has discretion to accept or decline an entry on whatever grounds.

I undertake to comply with all applicable regulations, by laws and rules of the Australian Sports Anti-Doping Authority (ASADA) and AA in relation to the Event and will comply with all reasonable directions and decisions of the officials, and other representatives of ASADA and AA and Real Insurance Sydney Harbour 10km staff, volunteers, contractors and officials.

I release Pont3 Pty Ltd (and their directors, officers, employees, volunteers, contractors, sponsors and / or agents) from any claim and from any liability (to the extent permitted by law) for or as a result of any loss, injury or damage suffered by me in relation to my attendance and participation at the Event, how so ever caused, including any claim or liability which arises due to any negligence of Pont3 Pty Ltd (and / or their directors, officers, employees, volunteers, contractors, sponsors and / or agents).

I consent to the publication and/or use in any form of media whatsoever of my name, race result, image, voice, statement or otherwise, including the publication of my name and/or event result and applicable age bracket in /or marketing materials/website without payment or compensation.

To the best of my knowledge, I am not suffering from a condition which would prevent and/or render me unfit to participate in the Event. I have not knowingly used any substance for the purpose of enhancing my performance at the Event and will not use any substance or procedures prohibited by the rules of AA or the International Association of Athletics Federations ("IAAF"). (Competitors should check with their physician to ensure medication that they are taking is not a prohibited substance).

I understand entry fees are non-refundable for non-starts and non-finishers. Entry fees are refundable before 26 September 2021, although 25% of the entry fee will be retained to cover administration. All entries are non-transferable. Fees will be processed by Pont3 Pty Ltd and an item will appear on your statement showing funds being debited by Pont3 Sydney Running Festival.

Any participant who changes into another race of greater value will be required to pay an additional fee for the difference between the entry fee originally paid and the current cost of participating in the alternative race plus a \$5.00 admin fee.

I understand there is a \$5 admin fee for any event changes, and race fee difference is payable. No refunds will be provided for the difference in races fees after the 26 September 2021.

I understand I am able to transfer my entry online to another person up until 11:59pm AEDT Sunday 10 October 2021 if I am no longer able to participate. It will be my responsibility to find the person to transfer my entry to and arrange the race transfer. I accept that there is a fee of \$20.00 to transfer my entry which is payable at the time of the transfer. Race organisers take no responsibility for name transfers and no claim can be made against event organisers for failed transfers.

If the Event is cancelled for safety concerns or otherwise as a result of something beyond the reasonable control of Pont3 including without limitation strong winds, heavy rain, lightening and accidents, force majeure, pandemic or other mass health and safety issue I accept that my entry fee will be non-refundable. In addition I acknowledge I will have no claim against Pont3 Pty Ltd for any loss or damage I may suffer as a result of such cancellation.

I certify that I am 18 years or older, or that I am the parent/legal guardian of the Participant who is under the age of 18 years, and I have read this document and fully understand it. As a parent or legal guardian, I agree to this participant agreement for and on behalf of the Participant.

Privacy Declaration: Pont3 Pty Ltd, pursuant to the Pont3 Pty Ltd Privacy Policy, collects, uses and discloses Personal Information for the purposes of conducting and administering the Event and other related activities, including identifying participants, recording results and communicating with you, and for providing you with member services or promotional materials such as other events or Real Insurance or other sponsor offers. Pont3 collects uses and discloses Personal Information in accordance with Pont3's privacy policy. Pont3 may share your information with third parties as required, including but not limited to disclosing your personal information to Athletics Australia Ltd for the purpose of administering the Athletics Australia Running Australia program. In administering the Running Australia program, your personal information will be used to register you as a recreational running member of Athletics New South Wales.

The Pont3 Pty Ltd privacy policy contains information about how to access and correct personal information held by Pont3 Pty Ltd or how to make a complaint about the handling of personal information. Applications or services may be rejected if requested information is not provided. Opt-out procedures are available for individuals wishing to avoid receipt of promotional material from Pont3 or third parties. Contact information for Pont3 and a copy of our privacy policy is available on our website at [www.sydneyharbour10k.com.au](http://www.sydneyharbour10k.com.au)

Real Insurance collects, uses and discloses Personal Information in accordance with the Real Insurance Privacy Policy. Real Insurance may contact you in the future in relation to this event, other promotions, special offers and promoting and marketing goods and services of Real Insurance, including by email, mail and where you have provided express consent, by telephone. This authority lasts until you opt-out of direct marketing by contacting Real Insurance. You consent to Real Insurance using your personal information in accordance with Real Insurance's Privacy Policy.

Voucher code: To validate your voucher code, enter the code in the Voucher box on the checkout page. If your voucher code is accepted, your registration fee will be reduced accordingly.

Voucher codes may only be used where the Participant meets the conditions applying to the code and uses it within the validity period. Voucher codes are not able to be redeemed or exchanged for cash and must only be used by the Participant(s) to whom the relevant code was issued to by the code owner.

No refunds will be issued if you submit payment and fail to enter your code during the registration process.

Pont3 reserves the right to modify, suspend and/or cancel any voucher code at any time without notice to Participants.