

## Sun Run 2021 Terms and Conditions

### General

1. The participant (Participant) in the Sun Run (the Event) acknowledges and agrees that these terms and conditions are subject to change from time to time at the discretion of Northern Beaches Council ABN 57 284 295 198 (Council) and without notice to the Participant.
2. I declare, as a condition of entry into the Event, that I have undertaken sufficient training for the Event and that I am not aware of any illness, injury, physical disability or impairment which may cause me injury or death during or as a consequence of participation in the Event.
3. Only entries submitted through the official online registration system will be accepted. The information on how to enter and the details about the Event forms part of these Event terms and conditions. The number of entrants will be strictly limited and will be decided on the basis of first received or until registrations close.
4. Promotional codes may only be used where the Participant meets the conditions applying to the code and uses it within the validity period. Promotional 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. Promotional codes may not be used in conjunction with any other offer.
5. Council reserves the right to modify, suspend and/or cancel any promotional code at any time without notice to Participants. No refunds will be made to Participants who have access to a promotional code but who do not use the code at the time of registration and purchase.
6. I accept full responsibility for informing myself and assessing all the dangers, hazards and risks of entry in the Event and will rely solely on my own assessment of these dangers, hazards and risks before participating in the Event and notwithstanding any decision thereon made by the Event race committee and/or other persons corporations and bodies involved in promoting or staging the Event. The decision to participate in the Event is entirely my own and I accept all risks associated with participation in the Event, including but not limited to loss of life and/or any injury (including any permanent injury).
7. I agree to abide by all Event terms and conditions. I understand that I must follow the approved course, observe normal traffic rules and obey all directions and instructions given by Council, Event officials and the Police.
8. I agree and accept that Council may, in its absolute discretion, at any time and from time to time vary the rules and regulations of the Event without prior notice to me.
9. I consent to receive such emergency medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of Event Medical Officials in the event of any injury accident or illness to me during my participation in the Event.
10. I acknowledge that when participating in the Sun Run event I must wear the official chest bib corresponding to the registration made in my name on my chest such that the allotted race number, start group and sponsor names on the face of the bib can be seen for the duration of the Event. A timing tag is attached to the back of the race bib to enable each Participant's run to be timed. Participants must not tamper with the timing tag attached to their race bib. Timing services are provided by third party contracted timing service providers, and Council takes no responsibility for errors or omissions in the timing data. By participating in the Event and wearing the race bib, each Participant consents to Council and the timing service provider collecting and publishing his or her timing data for the Event. The Participant understands that starting the race before his or her assigned wave start time may result in disqualification.

11. I acknowledge that I will write an emergency contact name and phone number in the space provided on my supplied race bib and agree that Council may contact that person and exchange my personal information with them in case of an emergency.

12. Race bib postage is available for Sun Run Participants to purchase during the registration process who register before 11.59pm (AEST) on Wednesday 20 January 2021. Race bibs will be sent to the Australian address provided upon registering and will not be posted to international addresses under any circumstances. Council takes no responsibility for race packs that may be lost in the post, or delivered to an incorrect address. Participants are responsible for ensuring correct postal address details are included in the correct postage option fields. Postage fees are non-refundable.

13. No roller skates, roller blades, hand cycles, geared vehicles, skateboards, bicycles, scooters, dogs, balls or other accessories that could cause injury will be permitted at the Event.

14. Spectators may not follow competitors on foot, in vehicles or via any other mode of transportation.

15. The use of any type of drone is prohibited at the Event.

16. Council reserves the right to change or modify any part of the Event including the date, course and/or location at any time and from time to time without personal notice to the Participant. Details of any such changes will be published on the Event website, the Event Facebook page, Event e-newsletter and/or other media.

17. I acknowledge that Council and/or its representative may remove me from the Event area and/or exclude me from participation in the Event if in Council's opinion it is necessary to do so:

(a) due to my behaviour being inappropriate, offensive, or abusive (in Council's opinion); (b) to prevent damage to any property; (c) on medical, health and/or safety grounds (including to prevent possible harm or injury to myself and/or any other person); and/or (d) to prevent or arrest any form of unauthorised marketing, including ambush marketing.

18. I agree that registration in the Event is personal to me and that no other person is permitted to participate in the Event in my place.

19. I understand that should my contact details change after my registration has been completed, it will be my responsibility to notify Council. If I fail to promptly notify Council and my Event race pack is sent to the address I have registered, I will be responsible for paying Council's costs of replacing the race pack.

20. A credit card surcharge reflecting Council's actual costs of offering payment by credit card will be added to Visa and MasterCard payments.

21. Entry registrations are not transferable to third parties.

22. If an event upgrade option to receive an additional event at a package price is made available (at Council's discretion), I acknowledge that I must follow the appropriate protocol in order to receive the package upgrade offer. This includes but is not limited to contacting the Event Team and requesting inclusion in the offer, waiting until the event upgrade option becomes open and using the appropriate code during the additional event purchase.

23. Council reserves the right, in its discretion, to reject or cancel my entry at any time, including without limitation for safety or insurance reasons, or if, in the opinion of Council, I will not be able to complete the Event within the cut-off times. Council will not be obliged to refund any portion of the entry fee in such circumstances.

24. I acknowledge that refunds will only be issued for the Event entry fee where participation in the Event is not appropriate due to medical reasons that is supported by a current medical certificate outlining the condition and lodged with Council before 5:00pm (AEST) on

Wednesday 13 January 2021. I understand that a 50% administration fee will be deducted from the race entry fee paid and if a race bib has been sent out, I must return the race bib to Council at my own expense, prior to the processing of any refund and by no later than 5:00pm (AEST) on Wednesday 13 January 2021. Refunds will not be made for any additional items purchased, such as event merchandise and charitable donations.

25. I acknowledge that a refund may be issued for the Event entry fee where a COVID-19 test with a positive result within 14 days of the Sun Run 2021 is received or if awaiting COVID-19 test results. Council will require proof of testing and/or results. If a race bib has been sent out, I must return the race bib to Council at my own expense, prior to the processing of any refund. Refunds will not be made for any additional items purchased, such as event merchandise and charitable donations.

26. I agree that if I am experiencing any symptoms of COVID-19 that I will get tested for COVID-19 and not compete in the Event.

27. Council reserves the right to cancel the Event at any time if Council considers in its sole discretion this is required due to any sort of dangerous conditions and/or force majeure. In the event of cancellation, there will be no refund of entry fee unless otherwise determined by Council in its sole discretion and the cancelled Event may not be re-scheduled. A decision will be made ASAP on race day and entrants will be notified via email, SMS where possible and via the Event website and social media pages.

28. Council reserves the right to cancel the Event at any time due to COVID-19 and NSW Health Orders. In the event of cancellation due to COVID-19, an alternate date may be looked at to stage the event. If the Event is cancelled due to COVID-19 and alternate dates are unavailable, a full refund of the Event entry fee will be provided. Refunds will not be made for any additional items purchased, such as event merchandise and charitable donations.

29. I consent to Council using my personal details in my registration form for the administration of the Event and by any third parties selected by me during the registration process, including to SMS information about the Event to me if I have provided a mobile phone number, unless otherwise indicated by me during the online registration process. I also consent to my personal details being used by Council and its related bodies corporate for future marketing and promotional purposes.

30. Event registrations can be identified as Male, Female, or Not Specified in any event start group category. The 'Not Specified' categories allows participants who do not identify with a gender, are part of the LGBTQI community or who would prefer not to be in the Male or Female categories for any other reason, the ability to take part in the race without having to specify. Given the potential diversity of participants in the Not Specified category, to be eligible for prizes you must register under either male or female category.

31. I acknowledge that I will only be eligible for any prize that may be offered in connection with placing at the Event if I complete the approved course by the indicated cut-off times and in accordance with these Event terms and conditions and any other applicable Event rules and regulations.

32. Each competitor must assemble behind the designated starting line, await official start and then proceed on the approved Event course. I acknowledge that entry into the Event course after the indicated cut-off time or prior to the official start will result in disqualification.

33. The Event referee's decision is final and no correspondence will be entered into.

34. I agree that registration in the Event is valid for the Event only, and cannot be transferred or deferred to future events

35. I declare that all the information supplied by me in the registration process is true and correct.

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

37. Please refer to the Council Events Guideline for Transgender/Transsexual Participants for specific terms and conditions applying to transgender/transsexual participants in the event. These terms and conditions are incorporated by reference and can be found under the FAQ section of the website.

38. I understand, acknowledge and agree that the Athletics Australia (AA) Anti-Doping Policy (ADP) applies to this Event. I acknowledge and agree that I have had the opportunity to review the AA ADP. I undertake to comply with all applicable regulations, by laws and rules of AA and the Australian Sports Anti-Doping Authority (ASADA) and any other relevant authority or body in relation to the Event. I also undertake to comply with all reasonable directions and decisions of the officials and other representatives of ASADA, AA and Council.

39. Council reserves the right to inspect any bag or other attachment to or accompaniment of a participant at any time while the Participant is participating in the Event including at the starting line and finishing line areas.

### **Release and Waiver**

1. In consideration of acceptance of my entry in the Event, I agree on my own behalf and on behalf of my heirs, executors and administrators and declare that: to the extent permitted by law, I hereby waive release and discharge each of the Council Parties (as defined in paragraph 2. below) from and against all and every claim, right or cause of action (including for negligence, for breach of contract or breach of statute) which I might have or which may arise out of my death or injury and/or damage or loss of any description which I may suffer or sustain as the result of or in connection with my participation in the Event. This release continues and forever binds my heirs, executors, personal representatives and assigns and may be pleaded as a bar to any action, claim, demand, suit or legal proceedings.

2. This waiver release and discharge operates jointly and severally in favour of Council and its related bodies corporate, and their respective directors, officers, agents, contractors, employees and volunteers including medical and paramedical personnel appointed for the Event, event stakeholders, the owners, licensees and occupiers of the 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, Event sponsors, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling the Event (Council Parties).

3. Where a Participant is under the age of 18 years, in consideration of Council agreeing at my request to accept the entry of this Participant in the Event, I hereby agree for myself, the Participant, their heirs, executors and administrators to hereby waive release and discharge (to the extent permitted by law) all and every claim, right or cause of action (including for negligence, for breach of contract or breach of statute) for which I might have or which the minor Participant may have or which arises out of the death, injury, damage or loss of any description which I or the Participant may suffer or sustain as a result of his/her participation in the Event. This release continues forever and binds the Participant's heirs, executors,

personal representatives and assigns and may be pleaded as a bar to any action, claim, demand, suit or legal proceedings.

### **Privacy**

1. I acknowledge that if I select to become a member of a team, the team manager will have access to download my personal details, including my name, contact telephone number, email address and home address. As a team manager, I understand that my email address will be disclosed to my team members (but not to members of other teams).

2. 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, suburb and applicable age bracket in any media publication and/or on the Event website) without any payment or compensation to me. I also consent to the use of my image and/or voice in any form of media whatsoever by the Council for the purposes of promoting the Event and/or other events operated or managed by Council without any payment or compensation to me.

3. The Participant acknowledges and consents to Council sharing the Participant's personal information with any charities selected by the Participant during the Event registration process and/or with Grassroots Company Pty Ltd ACN 610 840 376 (Grassrootz).

Grassrootz provides fundraising services to Participants who wish to raise funds for charities in connection with the Event. If the Participant registers with Grassrootz to fundraise for charities or if the Participant elects to make a one-off donation to charity, this will be strictly subject to Grassrootz's terms and conditions and certain fees and/or other charges will be deducted from funds raised or donations as payment for these services. Council has no responsibility to the Participant in connection with such fundraising with Grassrootz and the Participant releases Council from all claims whatsoever in connection with such fundraising. In particular, by 'opting in' to fundraise as part of your participation you agree to Grassrootz's Privacy Policy and Fundraising Terms and Conditions.

### **Privacy Collection Statement:**

Council collects your personal information for the administration of the Event and for future marketing and promotional purposes relating to Council events. I acknowledge that Council may disclose and use my personal information in accordance with Council's privacy policy available at <https://www.northernbeaches.nsw.gov.au/council/publications/policies/privacy-policy> and/or in accordance with these Event Terms and Conditions. Council may disclose your personal information to its related bodies corporate and any third parties involved in the Event, including service providers and any charities selected by you or Council. Further information on how Council handles your personal information is contained in our Privacy Policy.