

## Terms and Conditions of Entry for all SARRC Events and Activities

### Article 1: Definitions

For the purpose of these General Terms & Conditions, the following definitions are used

1.1.1 SARRC: South Australian Road Runners

1.1.2 Club/Event: Any SARRC Event or Activity.

1.1.3 Participant: a natural person (Entrant) who has registered for participation in an Event in a manner permitted by the Organiser. The Entrant may, or may not be a SARRC Member.

1.1.4 Agreement: the agreement relating to the participation of the Participant in the Event.

1.1.5 Organiser: the legal entity (in this matter the SARRC) with which a Participant has entered into an Agreement.

1.1.6 SARRC Member: Current Financial Member of the South Australian Road Runners Club.

These General Terms & Conditions apply to all Agreements.

### Article 2: Participation

2.1. A participant must have reached the minimum age specified by the Organiser for a specific Event on the day of the Event in question (for the Marathon this is 18yrs, for the Half Marathon 15yrs, for the 10km 12yrs, for the 5km 5yrs).

2.2. A Participant can only participate in the Event if they have completed an appropriate registration fully and truthfully. By registering the Participant agrees to the General Terms & Conditions.

2.3. It is expected that all entrants in SARRC events will participate in a way that does not give them any unfair advantage or that is not in the spirit of sportsmanship, equality or fair play including but not limited to:

1) Competitors must exercise sound, mature judgement, carry out all reasonable instructions from officials, obey the laws of the land and observe traffic regulations.

2) All competitors, officials, volunteers and spectators must be treated with respect and courtesy.

3) No individual support by vehicle, bicycle or on foot in order to complete the course distance is permitted except as provided by the organisers.

4) Competitors must complete events in the capacity that they registered to compete. Competitors registered as walkers must walk the full event.

5) Competitors must walk or run only on the defined event course. If the defined course is unintentionally not followed, the competitor may have received an advantage over other competitors, and this should be raised with the race/event director for assessment and/or an official time should not be recorded by the competitor

6) Distance alone should not be considered as the only indicator of equality and fairness where the defined course is not followed. Course gradient, type of ground surface, course complexity and environmental factors may all influence running conditions and therefore the "equality" of the alternate course taken.

7) Intentional "course cutting" in official events will be grounds for disqualification.

8) Once the sweep has reached the cut off time for the event the entrant will be asked to leave the course. If the entrant refuses this direction, they continue at their own risk. There will be no guarantee of any marshals, drink stations, finishers arch, timing or medals.

9) While the Good Sports Policy specifically applies to officially timed events the same principle and standards of sportsmanship, equality or fair play should apply and be adhered to for all "events" conducted by the club. Please see the full Good Sports Policy (add Link)

Where another competitor believes that this policy may have been breached, this should be raised with the Race/event director who will review it and make a decision on any action to be taken. Any complaints about other competitors or race director actions in relation to this policy can be raised using the complaints guidelines within the SARRC Member Protection Policy.

2.4. For reasons of force majeure, the Organiser can decide to cancel the Event at short notice. If the Event is cancelled because of force majeure the Organiser will first endeavour to reschedule that event to the closest possible future date. In this case, no entry fees and additional orders will be refunded to the Participant.

2.5. The Organiser is not liable for any costs incurred by the Participant if the Event has to be cancelled because of force majeure.

2.6. The Participant can, if they wish, submit a case to the SARRC Office as to why they should receive their entry fee refunded or held as a credit to use for future purchases, such as event entry, purchase of club merchandise, and membership renewal, to which the SARRC Office will then submit it for review.

2.7. Any lost property handed to SARRC after an event will be retained by the SARRC office for 14 days. Collection can be made at the SARRC office. If the items have not been claimed after this time, they will be donated to charity.

### Article 3: Cancellations and Refunds

Please do not contact the SARRC office before reading the procedure for cancellations and changes.

3.1 Insurance: During the registration process, an insurance policy for cancellations due to medical reasons is available. This offer is added by Active to the registration form without endorsement from SA Road Runners. Please feel free to take our insurance against any losses at the final payment.

3.2 Transfer registration: You can transfer your registration to another person via the online self-edit option of Active. In doing so, when your designated replacement has registered and paid all fees – you will receive a full refund (less booking fee). Online transfers cannot be processed after named bib cut-off, usually 14 days before the event.

3.3 Change race category: Transferring your registration to a different race category incurs a \$15 administration plus the difference in entry fee for higher priced events. Online race category changes cannot be processed after named bib cut-off, usually 14 days before the event.

3.4 Late Changes and Entry are possible: Changes to race category and late entry may be available at bib collection time. Changes and late entry incur an additional \$15 administration fee. Member discount is not available for late entries.

3.5 Cancellation refund: Cancellations more than 4 weeks before the event will receive a full refund (less \$15 administration fee).

3.6 Cancellation part refund: Cancellations up to 2 weeks before the event will receive 50% refund (less \$15 administration fee).

3.7 No refunds are given if you cancel less than 2 weeks before the event. The ONLY exception to this rule is if you produce records of hospitalisation prior to the event, then the SARRC board may consider making an ex-gratia payment equivalent to a 50% refund (less a \$15 administration fee).

3.8 There are no refunds for non-starters or non-finishers

3.9 No retrospective discounts can be applied after the registration process has been completed as we cannot alter transactional records.

3.10 No refund given on buses ticket reservations, as these cannot be rolled back.

#### Article 4: Liability

4.1. Participation is at the Participant's own risk. The Organiser, which means that the South Australian Road Runners Club Inc (SARRC) and its officers, representatives and agents (and all persons directly or indirectly involved in promoting or conducting the event) are not liable for any damages, by whatever name, suffered by a Participant as a result of the participation, unless the damage is a direct consequence of deliberate intent or gross negligence on the part of the Organiser. This exclusion of liability also applies to serious damages such as all possible damages resulting from injury or death.

4.2. If, despite the stipulations in the first paragraph of this Article, the Organiser's liability for damages, suffered by a Participant must be accepted the Organiser's obligation to reimburse the damages in question remains limited to the amount the Organiser's insurance company will pay in respect of the claim.

4.3. The Participant must have adequate insurance cover against any damages he or a surviving family member may suffer as a result of his death, injury or illness, caused by his participation in the Event.

4.4. The Participant declares that he is aware of the fact that participation requires good physical and mental health and declares that he meets this requirement and that he has adequately prepared for the Event through training and other means. The Organiser expressly and urgently advises the Participant to undergo a medical examination in relation to participating in the Event.

4.5. The Participant indemnifies the Organiser against liability for damages suffered by third parties as a result of an act or omission relating to the Event that is attributable to a Participant. The Participant must have sufficient insurance to cover the risk of liability for such damages.

4.6. The Participant indemnifies the Organiser against liability for damages the Participant could suffer as a result of his participation in the Event unless such damage is a direct result of deliberate intent or gross negligence attributable to the Organiser.

#### Article 5: Portrait rights

The Participant grants the Organiser the right to publish pictures, image material etc., recorded during or around the time of the Event, in which the Participant is visible.

#### Article 6: Personal data

The Organiser will save personal data provided by the Participant in a database. By registering in an Event the Participant grants the Organisers permission to use the personal data to send information to the Participant. By entering into this Agreement the Participant grants the Organisers permission to publish his name and competition results, for instance by means of publication in newspapers and via the Internet.

#### Article 7: Insurance

The organiser of the Event the South Australian Road Runners Club has public liability insurance and volunteers' insurance cover. This does not include personal accident insurance for competitors. We recommend that you arrange your own personal accident insurance, ambulance cover and income protection insurance before participating in the event to cover any unforeseen personal costs you may incur due to ambulance trips, medical expenses or time off work due to injuries sustained whilst participating in the event. For information regarding costs of ambulance or helicopter rescue refer to the SA Ambulance Service website (add link)

#### Article 8: General Information

Printed bibs; If you want your name printed on your bib then your entry must be received by 14 days prior to close of entries.

An estimated number of bibs are printed when Early Bird closes, so we cannot guarantee that participants will receive a Printed Bib if they register after this time. A generic bib will be issued instead. We will always do our best to accommodate.

Medals or Finisher Gifts; Orders for Medals and Finisher Gifts are made 4-6weeks out from an event. We cannot guarantee that participants will receive a Medal or Finisher Gift if they register after this time. We will always do our best to accommodate, and may do a second order.

Bib Pick Up; Bibs will ONLY be available for pick up on morning of the event.

Presentations; Will be determined at each event

Bag drop; There will be a bag drop. It will be unsecured and not supervised at all times – bags are left at own risk. Don't leave valuables at the bag drop. Please be considerate of your volunteers with your bag size.

