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

# 1 Definitions

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

- 1.1 **SARRC**: South Australian Road Runners Club
- 1.1 **Event**: Any SARRC Event or Activity.
- 1.2 **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.
- 1.3 **Agreement**: the agreement relating to the participation of the Participant in the Event.
- 1.4 **Organiser**: the legal entity (in this matter the SARRC) with which a Participant has entered into an Agreement.
- 1.5 **SARRC Member**: Current Financial Member of the South Australian Road Runners Club.

These General Terms & Conditions apply to all Agreements.

# 2 Participation

2.1 A participant must have reached the minimum age specified by the Organiser in Table 1. below for a specific Event on the day of the Event in question

Table 1. Minimum age in years for	Participants on day	of SARRC Event
-----------------------------------	---------------------	----------------

Event distance	Minimum Age in years
5 km	5
10 km	12
Half Marathon (21.1 km)	15
30km	18
Marathon (42.2 km)	18
Short Trail (less than 20km)	12
Yurrebilla Trail 28km	15
Yurrebilla Ultra Trail 56km	18

- 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 Participants 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:
- 2.3.1 Participants must exercise sound, mature judgement, carry out all reasonable instructions from officials, obey the laws of the land and observe traffic regulations.
- 2.3.2 All Participants, officials, volunteers and spectators must be treated with respect and courtesy.



- 2.3.3 No individual support for Participants by vehicle, bicycle or on foot in order to complete the course distance is permitted except as provided by the organisers.
- 2.3.4 Participants must complete events in the capacity that they registered to compete. Participants registered as walkers must walk the full event.
- 2.3.5 Participants must walk or run only on the defined event course. If the defined course is unintentionally not followed, the Participant may have received an advantage over other Participants, and this should be raised with the race/event director for assessment and/or an official time should not be recorded by the Participant.
- 2.3.6 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.
- 2.3.7 Intentional "course cutting" in official events will be grounds for disqualification.
- 2.3.8 Once the sweep has reached the cut off time for the event the Participant will be asked to leave the course. If the Participant refuses this direction, they continue at their own risk. There will be no guarantee of any marshals, drink stations, finishers arch, timing or medals.
- 2.3.9 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 SARRC's full <u>Good Sports Policy</u>.
- 2.4 Event results are based on Gun Time as per the <u>Book of Rules</u> of the World Athletics Federations as it relates to Road Events. SARRC is run under these rules because its results can be used for selection into International and Olympic events.
- 2.5 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.
- 2.6 The Organiser is not liable for any costs incurred by the Participant if the Event has to be cancelled because of force majeure.
- 2.7 Where a Participant believes that this policy may have been breached by another participant, this should be raised with the Race/Event Director who will review it and decide on any action to be taken. Any complaints about another participant's or Race/Event Director actions in relation to this policy can be raised by emailing the SARRC Board at <a href="mailto:SARRCBoard@sarrc.asn.au">SARRCBoard@sarrc.asn.au</a>, whereby the complaint will be reviewed at the next available board meeting. The complainant will be notified of any action in relation to their complaint by email, no later than 28 days following completion of the review. Any action taken by the SARRC Board will be at its own discretion and will be considered final..

# 3 Event Cancellations, Transfers and Refunds

The SARRC's policy on event withdrawals, transfers and refunds for Participants is specified in Table 2. below. Please do not contact the SARRC office before reading the policy.



Table 2. SARRC policy of event withdrawals, transfers and refunds for Participants

Type of refund or transfer	Period from event where policy applies	Non-Member	SARRC Member
Event withdrawal	Before bib name cut- off**	50% credit or transfer to another SARRC Event with a <b>\$15</b> administration fee *+X	Full credit or transfer to another SARRC Event <sup>x</sup>
	After bib name cut-off**	No credits, <b>only</b> transfer to another SARRC Event with a <b>\$15</b> administration fee * X	Full credit or transfer to another SARRC Event <sup>x</sup>
	After general entry closure	No credits, refunds or transfers available	No credits, refunds or transfers available
Transfer to change race distance in the same event	Before general entry closure	Difference in entry fee for higher priced race and no credit provided for lower cost race with a \$15 administration fee	Difference in entry fee for higher priced race and future race credits provided for lower cost race
	After general entry closure	No credits, refunds or transfers available	No credits, refunds or transfers available
Transfer of race registration to another person	Anytime	No transfer of race registration to another person at anytime	No transfer of race registration to another person at anytime
Bus ticket reservations	Anytime	No refund of bus ticket reservations at anytime	No refund of bus ticket reservations at anytime

<sup>\*</sup>Exceptions to credit policy provided only in extenuating circumstances only (e.g. severe non-running injury or accident, change of circumstances within 24 hours of purchase etc.)



<sup>\*\*</sup> Bib name cut-off is usually 14 days before the event

<sup>+</sup> Full credit for non-members for 'add-ons' such as merchandise or medal engraving (excluding bus ticket reservations) if event withdrawal occurs before bib cut-off. For members this refund period will be extended to the point where general entries close.

<sup>&</sup>lt;sup>X</sup> For transfers into a lower cost race members will be able to gain a future race credit, which non-member will not be able to access and non-members will also incur the \$15 administration fee. For entry into a higher cost race all participants will incur the difference in cost between the two races, as well as the \$15 administration fee for non-members.

# 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.

# 5 Portrait rights

5.1 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.

#### 6 Personal data

6.1 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.



# 7 Insurance

7.1 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 Participants. We recommend that the Participant arrange their own personal accident insurance, ambulance cover and income protection insurance before participating in the event to cover any unforeseen personal costs they 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 for <a href="Fees and Charges">Fees and Charges</a>.

# 8 General Information

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Prize money; Participants will be notified of the amount of prize money before each event. The SARRC reserves the right to alter or withdraw prize money as a whole or to any Participant at any time before or after the event.
- 8.5 Bib pick-up and Presentations; Participants will be notified of times, dates and locations of bib pick-up and presentations before each event.
- 8.6 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.
- 8.7 Lost property: 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.

