

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

These Terms and Conditions apply to the purchase of, and access to, a Teams Program Package (the **Package**) for the 2024 City2Surf (the **Event**) to be held on 11 August 2024, owned and operated by USM Events Pty Ltd t/as IRONMAN Australia (**IRONMAN**). The person that purchases a **Package** for the Event (the **Package Holder**) agrees 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. **Package Purchase:** In order to access the Teams Program for the Event, the Package Holder must purchase a Package through IRONMAN. The purchase cost of a Package at the Event is as follows (all prices include GST and all processing fees):
  - Gold Package: \$750AUD
  - Silver Package: \$550AUD
  - Bronze Package: \$45 AUD

Payment for the Package must be made through the Event platform, Active Network LLC, at the time of purchase. The Package Holder is not permitted to split the Package cost, or share a Package, with any third party (including another participant in the Event) unless agreed to by IRONMAN in advance. The Package cannot be used for the purpose of competitions or public offers by the Package Holder. The Package Holder is responsible for the conduct of all participants registered in their team under their Package (each a **Team Member**) including ensuring that each Team Member complies with these terms and conditions and the Event Participant Waiver.

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

### **Bronze Package inclusions:**

- Race Bibs: Team Member's that have registered and paid before 11:59 pm AEST Thursday 13 July 2024 will have their race bibs couriered to the address nominated by the Package Holder when purchasing the Package. If a Team Member's entry is unpaid, they will not be eligible for the race bib courier service.

### **Silver Package inclusions**

- Bronze Package Inclusions.
- Access to the 'Pay Later' functionality for Team Members. The 'Pay Later' functionality allows Team Members to register for the Event (and the team) without paying during that registration process. If used by the Package Holder and its Team Members, the total registration cost for Team Members registered using this function will be charged to the Package Holder.
- Access to priority support and assistance from the Event Team.

### **Gold Package inclusions**

- Silver Package Inclusions.
- Package Holder Manual – ("Team Manager Manual")
- 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.
- Marketing collateral including:
  - Digital Promotional Poster (with option to customise with QR code direct to team registration);
  - Email banner Ads for the Event and to 'Join our Team'; and
  - Social media marketing assets for the Event.
- Team Name on race bib. Each Team Member needs to register, and have their entry paid, by 23 June 2024 to receive this benefit.

Any additional benefits provided will be subject to availability and at an additional cost to the Package Holder. The Package Holder must comply with all reasonable and lawful directions of IRONMAN before, during and after the Event.

3. **Registration of Team Members:** The Package does not include any Event entries. Each individual Team Member must complete their own Event entry registration. The entry can then be paid by the individual Team Member or, for Gold and Silver Packages, by the Package Holder utilising the 'Pay Later' functionality. If the Pay Later functionality is being utilised, the Package Holder is responsible for ensuring all Event entries for its Team Members have been paid for prior to the Event. An Event entry is not complete until payment has been made.
4. **Acknowledgement:** The Package Holder acknowledges that all implied warranties, conditions and guarantees with respect to the Event are expressly excluded under these terms and conditions, including as to the quality of any services or fitness for any particular purpose, or the success or profitability for the Package Holder for participating in the Event.

Notwithstanding the above, nothing in these terms and conditions excludes or limits any right, remedy, guarantee, warranty or any other term or condition implied or imposed by the Australian Consumer Law (ACL) (including any consumer guarantee) which cannot be lawfully excluded or limited. For any liability which cannot lawfully be excluded but can be limited under the ACL, our liability is limited to the price of the Package, re-supplying the Package, or supplying a substitute package at another event that is satisfactory to Package Holder.

5. **Event Cancellation and Postponement:** Package Holder agrees that if an Event is cancelled in its entirety for any reason, then:
- i. IRONMAN will notify Package Holder of such cancellation;
  - ii. both parties shall be relieved from any further obligations owing under these terms and conditions for the cancelled Event; and
  - iii. Package Holder may elect to:
    1. have the Package re-supplied at the same Event in the following year;
    2. have the Package re-supplied at an alternate or substitute event conducted by IRONMAN (subject to availability); or
    3. receive a refund for the unused portion of the Package benefits (calculated on the basis of rights and benefits delivered by IRONMAN up to the point of cancellation).
  - b. If, for reasons beyond the control of IRONMAN, the specific geographic location or venue of the Event is altered (that is, the Event remains in the same general region/area) or the Event is postponed to a later date in the same year, such relocation or rescheduling will not entitle Package Holder to terminate the Package Holder Package or otherwise affect any of its obligations. The Package, including all benefits, shall remain deliverable by IRONMAN.
  - c. For the avoidance of doubt, an Event will not be deemed to be cancelled solely by reason of a reasonable modification of the Event's distance, course or start time and, if an Event has sub-events, such Event will not be deemed to be cancelled solely by reason of a cancellation or modification of any individual sub-event. For any Event or sub-event, IRONMAN may, at any time in the interest of safety, modify any race distance or course.
  - d. Except to the extent expressly set out in these terms and conditions and to the extent permitted by law, IRONMAN will not be financially or otherwise liable to Package Holder if the Event is cancelled, postponed, or relocated.
6. **Release and Indemnity:** To the extent permitted by law, Package Holder releases and indemnifies IRONMAN and its employees, subsidiaries, officers, contractors, volunteers, servants and agents against any claim, loss, damage or expense (including legal fees) arising out of or in connection with:
- (a) injuries or death to any persons or damage to any property caused by Package Holder or its Team Members;
  - (b) any negligence, misconduct or wilful, reckless, malicious or fraudulent acts or omissions by Package Holder or its Team Members;
  - (c) Package Holder or its team members breaching these terms and conditions; and
  - (d) Package Holder's breach of, or failure to comply with any relevant law including, without limitation, any health and safety law;
- except where and to the extent the relevant claim, loss, damage or expense is caused or contributed to or by the negligent or wilful acts or omissions of IRONMAN, its employees, subsidiaries, officers, volunteers, contractors, servants and agents.
7. **Occupational Health and Safety:** The Package Holder acknowledges that it is responsible for the safety of its Team Members and other individuals during the Event and agrees to comply with all statutory obligations in respect of such Team Members and other individuals.
8. **Compliance with Laws:** The 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 Package Holder acknowledges that it does not acquire any intellectual property rights or goodwill in the name "City2Surf". Any use of IRONMAN's logos, trademarks or other intellectual property is subject to IRONMAN's prior written approval.
10. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the State of New South Wales.
11. **Privacy:** By purchasing a Package for the Event, the Package Holder consents to the collection and use of their personal information by IRONMAN 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 IRONMAN, and the promotion of offers from third parties who have a relationship with IRONMAN). The Package Holder agrees that IRONMAN may use their personal information in accordance with its Privacy Policy (located at <https://www.ironman.com/privacy-policy-australia>), which includes information about how to access and seek correction of any personal information of the Package Holder.

The Package Holder agrees to comply with all applicable privacy laws with respect to personal data of Team Members obtained in the delivery of the Package and performance of these terms and conditions.