

"We", "us" and "our" means USM Events Pty Ltd trading as IRONMAN Australia ABN 67 052 342 239 of Level 6, 222 Kings Way, South Melbourne, Victoria, 3205, Australia.

By visiting one of the following online stores operated by us and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms and Conditions", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink:

- A. The **UTMB Australia Online Store** located at <http://store.ultratrailaustralia.com>;
- B. The **IRONMAN Australia Online Store** located at <http://au.ironmanstore.com>;
- C. The **City2Surf Online Store** located at <https://city2surf.com.au/merchandise>;
- D. The **Sydney Half Marathon Online Store** located at <https://smhhalfmarathon.com.au/>;
- E. The **Epic Series MTB Online Store** located at <https://epic-series-store.myshopify.com/>;
- F. The **Runaway Marathon Series Online Store** located at <https://runaway-series.myshopify.com/>; and
- G. The **Multisport Series Online Store** located at <https://multisport-store.myshopify.com/>.

each a "Site" for the purposes of these Terms.

These Terms apply to all users of the Site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Any new features or tools which are added to the current Site shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

All prices stated on our Site and in these Terms are Australian dollars.

Sites A, B, E, F & G are hosted on Shopify Inc; Sites C & D are hosted by Register Now Pty Ltd. These third party entities provide us with the online e-commerce platform that allows us to sell our products and services to you.

ORDERS AND SHIPPING

Free shipping offers: From time to time, we may offer (by promotion, or as a component of an inclusive event entry fee) free shipping for certain purchases or items. At all times, such promotions or offers will be expressly stated at the time of purchase. Delivery estimates remain as set out below.

Australian Customers: We offer a standard shipping service which will take approximately 2 to 5 business days to be delivered. Standard shipping in Australia is \$10 (up to 0.5kg), \$12 (0.6 to 3kg) and \$20 (over 3kg) on all purchases.

New Zealand Customers: If you live in New Zealand, we provide a standard international shipping service which will take approximately 4 to 12 business days to be delivered for a flat fee of \$20. The shipping days provided are our best estimates. Please note that this could change. We will provide you with tracking details once the shipment has left our warehouse.

Please note that we will only accept an order where the shipping address provided is in Australia or New Zealand.

Please note that the customer is responsible for all customs duties, taxes and fees (including all brokerage fees charged by the delivery service), if any. Orders returned by the shipper due to a customer's refusal to pay duties, taxes and fees will not be refunded for shipping costs, only the items returned.

We do not provide a "Signature Required" option on shipments. Customers receive tracking information via email so they can track and receive their package. Please be sure you have entered the correct email address and check your settings so that our emails are not going to your "spam/junk" folder. It is the responsibility of the customer to receive their package. We are not responsible for packages left unattended and/or stolen.

All items purchased from the Site and IRONMAN Australia are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. We are not responsible for shipment delays, delivery arrangements, and delivery issues. If you experience any of these issues with your order, please contact the mail carrier as soon as possible with your shipment information.

RETURNS AND EXCHANGES

Return Policy for Change of Mind or Incorrect Sizing (excluding Site C: City2Surf)

Site Credit for Change of Mind or Incorrect Sizing: Items can be returned for change of mind or incorrect sizing within 30 days of delivery for a Site credit (to the value of the returned item/s) usable on the specific Site on which the item(s) were purchased. If more than 30 days have gone by since your purchase, unfortunately we cannot offer you Site credit. A Site credit is valid for 3 years from issue date and can be used only on the specific Site on which the item(s) were purchased.

Exchange for Incorrect Sizing: If you need to exchange an item for the same item in a different size, send us an email at oceaniamerchandise@ironman.com within 30 days of delivery of the original item to discuss your options. Please note that exchanges are not guaranteed as our stock levels are continuously changing (if this occurs a Site credit will be issued for the value of the particular item once the item has been returned). Please ensure that you send back the item/s in a trackable mailing satchel. You will need to cover the return postage and provide tracking details. You will also need to cover the cost of postage for the replacement item. Depending on where you live, the time it may take for your exchanged product to reach you, may vary.

Please note, we do not accept change of mind or incorrect sizing returns for the following items: clearance, final sale or marked down items, underwear, bras, socks, water bottles (or other drinking goods), goggles, hair accessories, perishables (including creams and bath salts) and any "custom" order or "special order" items. Please refer to the size chart and check for any spelling errors before submitting an order.

Please note we do not offer refunds for change of mind or incorrect sizing.

How to Return an Item for Change of Mind or Incorrect Sizing (excluding Site C: City2Surf)

To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging with all tags attached. Please take care when trying on any item, if any is deemed unsellable, we will be returning this item to the customer. By purchasing from the Site, you are accepting the possibility of slight variations in colour and size specifications. Colours may appear slightly different.

1. Review the "Return Policy for Change of Mind or Incorrect Sizing" to confirm your request can be processed.
2. Email oceaniamerchandise@ironman.com to begin the returns process. Once an item is confirmed to be returned you will receive a returns form that will need to be completed.
3. Return your item with the returns form in a trackable mailing satchel.
4. You will need to cover the return postage and provide the tracking details.

To return your product, you should mail your product to:

IRONMAN
Level 6, 222 Kings Way
South Melbourne VIC 3205, Australia

You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable for change of mind and incorrect sizing returns and will not be credited on a Site credit.

Return Policy for Change of Mind or Incorrect Sizing for Site C: City2Surf

Exchanges can be made in accordance with the details and timelines specified on the City2Surf Event Site.

Items will not be accepted for Exchange if tags are not attached to the item or if they've been worn i.e. item must be in original condition.

Return Policy for Faulty Items

You have statutory rights under the Australian Consumer Law that are in addition to and are not limited by our Return Policy for Change of Mind or Incorrect Sizing or by any other return policy, statement or comment we might make. If a consumer guarantee is not met, for example if a product is not of acceptable quality, is not fit for its purpose or is different from its description or sample, then you may be eligible for a refund, exchange or to be compensated for any drop in value of the product (if you keep it). If the issue with the product is a minor one, we may choose to offer you a free repair of the product. The consumer guarantees do not apply where, after sale, the product is damaged through misuse or abnormal use. To make a claim under the consumer guarantees, as a first step you will need to contact oceaniamerchandise@ironman.com (or for Site C: city2surfmerch@theironmangroup.com) as soon as practically possible. If instructed, you will then need to return the item to us and provide proof of purchase.

PRE-SALES

Pre-sale items are to be paid for at the time of the order being placed and are shipped as close to the date provided on the Site as possible. Please refer to the description of the item on our Site to see the approximate delivery window. Please note that the date provided is an estimated date and the item may arrive earlier or later than anticipated. All items ordered together will be held and shipped together once the pre-sale item arrives. If you require items that are not on pre-sale to be shipped earlier, please place a separate order for these items (excluding Site C). Please take care when processing your order as no additional items can be added to a pre-sale order and the order cannot be cancelled or edited before delivery. Please carefully review the sizing chart for these items as we only order what is purchased.

GENERAL CONDITIONS

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

We are not responsible if information made available on this Site is not accurate, complete or current. The material on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Site at any time, but we have no obligation to update any information on our Site (unless required by law). You agree that it is your responsibility to monitor changes to our Site.

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

We have made every effort to display as accurately as possible the colours and images of our products that appear on the Site. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time.

Occasionally there may be information on our Site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

PRIVACY, BILLING AND ACCOUNT INFORMATION

Your submission of personal information through the Site is governed by our IRONMAN Australia Online Stores Privacy Policy, a copy of which can be found on each Site.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our Site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

COPYRIGHT, INTELLECTUAL PROPERTY AND USE OF SITE

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GOVERNING LAW

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Australia.

CONTACT INFORMATION

Questions about these Terms or a Site should be sent to us at oceaniamerchandise@ironman.com.