

GREAT OCEAN ROAD VIRTUAL RUNNING FESTIVAL

ENTRY TERMS AND CONDITIONS

In consideration of and as a condition of acceptance of entry in the 2020 Great Ocean Road Virtual Running Festival (the “**Event**” or the “**Virtual Event**”), I acknowledge and agree with the following:

1. A legally binding agreement between the Event organisers, International Management Group of America Pty Limited (“**IMG**”) and the intending participant (“**I/me**”) will be deemed to have commenced on my entry into the Event.
2. The Virtual Event which is a solo virtual run. To take part in the Virtual Event runners need to run their solo Virtual Event, and submit their run results to IMG by a date nominated by IMG. Further details about the Virtual Event will be released by IMG to all entrants.
3. The Virtual Event is open to everyone. Runners are not required to have a place in the 2020 Great Ocean Road Running Festival to take part in the Virtual Event. Persons of any age can take part in the Virtual Event. We recommend that persons under the age of 18 only take part with parental approval and if appropriate supervision.
4. IMG reserves the right to refuse entry into the Virtual Event if the runner has not registered for the Virtual Event in accordance with these terms and conditions or for any other reason at IMG’s sole discretion.
5. Virtual Event race results are not accredited by any official marathon or running body and are published by IMG purely for the purpose of comparison and as part of the Virtual Event.
6. Participating in the Event may involve a real risk of serious injury or even death from various causes including but not limited to over exertion, dehydration and accidents with other participants, spectators or road users. I voluntarily assume all risks associated with my participation in the Event or any activity associated with it and will take all reasonable measures to protect myself from the risks of participation. I accept all responsibility for travel and medical insurance and for payment and/or reimbursement of medical/surgical expenses incurred by me as a result of my participation in the Event.
7. I have sufficiently trained for the Event and to the best of my knowledge, I am not suffering from a condition, illness, injury or other physical disability or impairment that may prevent and/or render me unfit to participate in the Event. I understand that IMG may refuse to allow me to participate in the Event if in the reasonable opinion of IMG it is necessary for my safety or the safety of others.
8. I agree that in participating in the Virtual Event I will abide by and comply with any applicable law(s), including without limitation all relevant rules and regulations, public health advice and/or any relevant guidelines issued by any regulatory body.
9. I understand that IMG reserves the right to refuse my application to register for any of the races making up the Event at any time for capacity/field limit, insurance or any other reason.

10. I release IMG (and their directors, officers, employees, sponsors, contractors and agents) from any liability (to the extent permitted by law) for any loss, injury, damage of any description whatsoever suffered in relation to my attendance and participation at the Event, however so caused, and I indemnify them against all liability arising as a result of or in connection with my participation in the Virtual Event.
11. IMG shall not be liable for any of the following: technical, hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer/internet transmissions or other errors or malfunctions of any kind which may prevent receipt by the IMG of the registration or photo submission form and/or payment of the entry fee.
12. In connection with the Event, I agree not to mislead Events officials, obtain an advantage by deception or otherwise act dishonestly.
13. I grant IMG and the contractors and suppliers engaged by IMG in connection with the Event a royalty free right for use in perpetuity, to use and allow the use of my name, image, voice, likeness, photograph, interview and statement in broadcasts, telecasts, webcasts, media press materials, promotional materials and otherwise in connection with the Event. I acknowledge that the official Event results list, published publically, will display my name, corresponding Event number and finish time.
14. Event entry fees are strictly non-refundable unless as specifically set out in these terms and conditions.
15. IMG reserves the right to change the start and finish date of the Virtual Event without liability to the runner. IMG shall use reasonable endeavours to notify the runner of any change to or cancellation of the Virtual Event.
16. IMG reserves the right to cancel the Event for any reason, including (but not limited to) circumstances beyond its reasonable control. In the event of cancellation of the Event because of a Force Majeure event, you will not receive a refund of your Event entry fee. A "Force Majeure Event" shall include any cause or event outside the control of the parties including (but not limited to) fire, flood, extreme weather, casualty, lockout, strike, labour condition, industrial action of any kind, unavoidable accident, death, protest or public disorder, national calamity or riot, Act of God, terrorist activity or threat thereof, the enactment of any Act of Parliament or the act of any other legally constituted authority, any cause or event arising out of or attributable to war or threat thereof, or any other cause or event (whether of a similar or dissimilar nature). Refunds for change of mind or any other reason are not permitted. No refunds shall be provided for any donations that are made during the registration process.
17. IMG will not be liable to you or any third party for any loss or damage (including indirect or consequential loss or damage) suffered as a result of or arising from or in any way connected to cancellation, postponement, re-scheduling or change to the Event or any part thereof.
18. IMG reserves the right to reject at any time any registration or photo submission form which is believed to be fraudulent or to disqualify any runner believed to have not complied with the terms and conditions from participating in any future Virtual Event events. IMG shall not be liable in any way to the runner as a result of any such disqualification or refusal.

19. I understand that my entrant details are collected by IMG for the purpose of conducting the Event and associated events, including but not limited to identifying participants in the Event, recording results, communicating with me and other participants about the Event and other associated events and to assist IMG in improving and marketing its goods and services. I understand that by supplying IMG with my e-mail address I agree to receive regular e-newsletter updates from IMG in order to stay informed about the Event.
20. I understand that if I breach (or am reasonably suspected of breaching) these terms and conditions, I may be disqualified from the Event and/or the details of my participation in the Event may be removed from any register, database or publication (publicly available or otherwise) associated with the Event, in IMG's discretion.
21. IMG is part of the IMG group of companies. I acknowledge that information collated on the entry form submitted by me and relating to me may be shared with other IMG companies (potentially overseas companies in the USA, Europe and Asia), database managers and other organisers of the Event. I understand that my personal information is being collected by IMG in compliance with the regulations set out in the Privacy Act 1988, as amended ("Privacy Act"), and the Australian Privacy Principles for the purpose of conducting and facilitating my participation in the Event. I understand that if I choose not to share certain personal information that my application may be rejected in IMG's discretion. I understand that if I wish, I am able to access, change and update information IMG has about me at any time by contacting IMG, subject to the terms of the Privacy Act. I understand that IMG will endeavour to respond to my request within 30 days, that IMG may be contacted during normal working hours on (02) 9285 8000 and that IMG is happy to send to me a full copy of the Privacy Policy should I require more information. I acknowledge that the Privacy Policy also contains information about how I may complain about how my personal information is handled, used and disclosed. I agree to the sharing of my personal information with IMG and its insurers in relation to any incident or personal illness that has reasonable and direct relation to the Event. Personal information will be treated in accordance with the preference I indicate in the 'privacy statement' section of the entry process.
22. I understand that as a parent or guardian for a participant in the Event (if applicable), I agree to the above for myself and on behalf of my dependant In consideration of IMG agreeing at my request to accept the entry of a minor race participant I further agree for myself, the participant, their heirs, executors and administrators to indemnify and keep indemnified IMG (and their directors, officers, employees, volunteers, sponsors, contractors and agents) against all actions, suits, claims, proceedings, demands, cost, expenses, liabilities or judgements which the participant and/or I may have in respect of any death, injury, damage or loss sustained by the participant as the result of the participant's participation in the Event. I affirm that I have full authority on behalf of all living parents and/or guardians to sign this indemnity AND that this indemnity may be pleaded as a bar to any action claim demand suit or legal proceedings.
23. If any provision in the terms and conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.

24. The runner may not assign transfer or deal in any other manner with these terms and conditions or any of its rights under it without the prior written consent of the IMG. IMG may assign or transfer its rights and obligations under these terms and conditions without the consent of the runner.
25. I acknowledge that these terms and conditions may change from time to time at the discretion of IMG and without notice to me.