

2021 Great Ocean Road Running Festival Terms & Conditions

In consideration of and as a condition of acceptance of entry in the 2021 Great Ocean Road Running Festival's Marathon (44km) race, Ultra Marathon (60km) race, Half Marathon (23km) race, GOR Walk, 14km Run and Wheelchair race, 6km Run Race or 1.5km kids' race (collectively, the "Event") on Saturday 15 May and Sunday 16 May 2021 (the "Event Days"), 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 acceptance in writing by IMG of my application to compete.
2. 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 consent to receive such medical aid or treatment that may be deemed advisable by Event medical and paramedical personnel in the event of my injury, accident and/or illness during the Event. 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.
3. 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 or continue participating in the Event if in the reasonable opinion of IMG it is necessary for my safety or the safety of others.
4. I understand that there is a time limit in which I am required to complete the Event. I will provide evidence of my ability to complete the course in the specified time limit, if requested by IMG. If, during the conduct of the Event, an Event official directs my withdrawal because I am likely to be unable to reach the cut-off marks within the advertised time limit or complete the Event within the advertised time limit, I undertake to comply with this direction. In these circumstances I will voluntarily remove myself from the course without liability to IMG and agree to be transported to the finish area.
5. 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, safety, insurance or any other reason.
6. I consent to identity verification checks, background security checks and any other reasonable security checks (which may include inspecting my personal property) being conducted on me prior to my entry into and departure from any official Event sites.
7. I acknowledge that I am responsible for all property I bring to the Event and understand that IMG does not accept responsibility for any loss or damage to this property.
8. If competing in the Marathon or Ultra Marathon race (as part of the Event), I will be 18 years or older on the Event Day. If competing in the Half Marathon race (as part of the Event), I will be 16 years or older on the Event Day. All children (under the age of 13 years on the Event Day) must be accompanied by an adult in the GOR Walk, 14km, 6km and 1.5km races (as part of the Event) on the Event Day.
9. I undertake to comply with all applicable regulations, by laws and rules of the Australian Sports Anti Drug Agency (ASADA) and Athletics Australia (AA) and any other relevant authority or body in relation to the Event and will comply with all reasonable directions and decisions of the officials and other representatives of ASADA, AA and IMG.
10. I have not knowingly used any substance for the purpose of enhancing my performance at the Event and will not use any substances prohibited by the rules of AA or any other relevant authority or body. If applicable, I will check with my physician to ensure medication that I am taking is not a prohibited substance.
11. I release IMG (and their directors, officers, employees, volunteers, 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 attendance and participation in the Event including any loss of personal property..
12. At the Event, I agree to comply with all the rules and directions of Event officials. When participating in the Event, I also agree to follow the approved course, observe normal traffic rules and obey all directions and instructions given by Event officials and police.

13. I understand that IMG reserves the right to alter the course and/or Event format, including changing the distance of the course due to any unforeseen circumstances. Such alterations may be due to the direction of councils, police or other organisations that are associated with the Event.

14. I agree that I may not participate in the Event with or using roller skates, roller blades, skateboards, bicycles, scooters, dogs/animals or any non-traditional form of running shoe.

15. In connection with the Event, I agree not to mislead Events officials, obtain an advantage by deception or otherwise act dishonestly.

16. 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.

17. I understand and acknowledge that IMG will use an electronic timing chip device (that shall be attached to the rear of the race bib) for timing me in the Event and this will entail the issuing and wearing of the race bib and the timing chip device (on the chest area) by me at all times during the Event. I understand that the timing chip device is attached to the rear of the race bib (under what looks like a label) and if it is tampered with, such as it being removed or pulled out, the timing chip device may not function correctly or work at all. I understand that the replacement fee for my timing chip device is \$20, and I agree to pay IMG the replacement fee at the Event race office prior to the commencement of the Event when I collect my replacement race bib and timing chip device if, in the reasonable opinion of IMG, my original timing chip device has been or appears to have been damaged as a result of tampering. I understand that if I am participating in the GOR Walk no timing chip will be attached to my race bib as this event is not timed.

18. I understand that my entry in the Event is non-transferable and I understand that passing on my race bib and/or timing chip device to a third party to participate in the Event in my place is prohibited. I understand that IMG predominantly imposes this requirement for safety reasons as IMG needs to have accurate information about all participants in the Event so as to properly assist all Event participants in the case of a medical emergency or for other similar reasoning.

19. I acknowledge that my entry fee is not refundable except in accordance with this paragraph and paragraph 21(a) below. I understand that if I do not wish to participate in the Event, I must fill in and submit to IMG the official Event withdrawal form that is available on the Event website (www.greatoceanroadrunfest.com.au), return to IMG my race bib and timing chip device, and I agree I will not transfer my race bib and/or timing chip device to any third party. I understand that if I withdraw from the Event up to and until 11:59pm Tuesday April 6, 2021, there is a cancellation fee that applies (i.e. I will be returned the entry fee paid by me less \$30 if I entered the Great Ocean Road Marathon race, \$30 if I entered the Ultra Marathon race, \$30 if I entered the Half Marathon race, \$15 if I entered the 14km race, \$15 if I entered the 6km race, \$15 if I entered the GOR Walk and \$5 if I entered the 1.5km race, so as IMG may cover its administration expenses), and should I withdraw from 12.00am on Tuesday April 6, 2021 onwards for any reason (including, but not limited to, medical reasons), there is no refund of any portion of my entry fee.

20. Mail out of Event race packs will progressively begin from mid April 2021 and may take approximately 3 – 4 weeks for delivery depending on your date of entry. I acknowledge that If I enter the Event before 11:59pm on Tuesday April 6, 2021, my Event race pack will be posted to me and if I enter the Event from 12:00am on Tuesday April 6, 2021 onwards, I will be required to pick up/collect my Event race pack from the Event race office prior to the commencement of the Event. All international entrants are required to collect their race pack from the Event race office prior to the commencement of the Event regardless of the date they entered the Event.

21. If after I have entered the Event I wish to change from the race I entered into originally to another race within the Event, I can make changes only as follows:

(a) on or before 11:59pm Monday April 5, 2021, I may change races via the 'my events portal' on the Active Network registration console. If I change into another race of greater value within the Event, I acknowledge that I will be required to pay an additional fee for the difference between the entry fee I originally paid and the current cost of participating in the alternative race. If I change to a race of lesser value I must fill in and submit to IMG the official refund request form that is available on the Event website (www.greatoceanroadrunfest.com.au) to receive a refund equal to the difference between the entry fee of the relevant Event races less a \$15 administration charge;

(b) from 12.00am on Tuesday April 6, 2021 onwards, I may apply to change races only by attending the Event race office (with my Event race pack) on one of the following dates: Friday May 14 – Saturday May 15, 2021. If I am accepted into another race within the Event, I acknowledge that I will not receive any refund of my original Event entry fee. No changes will be permitted after the Event race office has closed on Saturday 15 May 2021.

22. Event entry fees are strictly non-refundable except as set out in these terms and conditions and/or as required by law: (A) IMG reserves the right to alter the Event, including (but not limited) to changing the start time, venue or format of the Event. In the event of such a change, you will be notified with as much notice as reasonably practicable. No refund in whole or in part shall be made for any such change to the Event. (B) IMG reserves the right to re-schedule the Event to another date, in which case your ticket will be valid for the new date. If you are unable to attend the rescheduled Event, you will be able to cancel your order and you will be eligible for a full refund of your Event entry fee. (C) 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 in its entirety, you will be eligible for a full refund of your Event entry fee. (D) Other than as specifically set out in this paragraph, 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.

23. 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.

24. 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.

25. 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.

26. In addition to the matters in condition 25, by entering this Event I consent to my personal information being provided to Athletics Australia Limited and Athletics Victoria Inc for the purposes of registering me as a recreational running class member of Athletics Victoria and for administering Athletics Australia's Running Australia program. I further consent to receiving information (including via email) about the Running Australia program from Athletics Australia and Athletics Victoria, including details of other events and specials offers or promotions, unless I inform those organisations otherwise.

27. I understand that these terms and conditions shall be construed according to the laws of the State of Victoria, Australia.

28. 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.

29. I acknowledge that these terms and conditions may change from time to time at the discretion of IMG and without notice to me.