

MELBOURNE TEAMS TRIATHLON WAIVER

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012 (ACL)

Under the ACL, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that O2 Events Pty Ltd (O2E) is required to ensure that the recreational services it supplies to You:-

- *are rendered with due care and skill; and
- *are reasonably fit for any purpose which You, either expressly or by implication, make known to O2E; and
- *might reasonably be expected to achieve any result You have made known to O2E.

Under section 22N of the ACL, O2E is entitled to ask You to agree that these statutory guarantees do not apply to You. By entering or participating in the Event, You agree that Your rights to sue O2E (under the ACL) if You are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in the Terms and Conditions. NOTE: The change to Your rights, as set out in the Terms and Conditions, does not apply if Your death or injury is due to gross negligence on O2E's part. Gross negligence is defined in the Australian Consumer Law and Fair Trading Regulations 2012.

TERMS & CONDITIONS

By clicking the "I accept the terms and conditions for this event" button You warrant and represent to O2E that:

- *You are eligible to apply for participation in the Event;
- *You have read and understood these terms and conditions and all other relevant material, including any Event Rules, Event or Series Policies and the Warning and Note required under the ACL; and
- *You acknowledge and agree that if You are accepted to participate in the Event, You must comply with these terms and conditions and all other relevant rules and policies including the Event Rules and Event or Series Policies.

NOTE: Competitors under the age of 18 years can only participate where a parent or guardian accepts the Consent, agrees to any restrictions or requirements notified by O2E in writing, and acknowledges participation by response to Our correspondence.

1 Definitions

1.1 "Claims" means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence.

1.2 "Consent" means the form provided in the online entry system for parent or guardian acceptance and acknowledgment of the Terms and Conditions.

1.3 "Eligibility Requirements" means the requirements that must be satisfied for You to enter and participate in the Event, details of which are provided in paragraph 2 of the Terms and Conditions.

1.4 "Event" means Melbourne Teams Triathlon

1.5 "Event Day" means the day or days that the Event competition is held on.

1.6 "Race Cancellation Refund Levy" means the optional levy to be paid by You to secure a refund from O2E should the Event be cancelled.

1.7 "O2E" means O2 Events Pty Limited, our subsidiaries and authorised representatives. All references to "We", "Us" or "Our" are references to O2 Events Pty Limited.

1.8 "Terms and Conditions" means these Terms and Conditions (including the Warning and Note) and where the context allows, any policies and rules applicable to the Event.

1.9 "You" means the person named on the Event application being the applicant and where accepted by O2E becoming a competitor in the Event. Where You are under 18 years of age, where relevant, You also refers to the consenting parent or guardian.

1.10 "Warning and Note" means the warning and note provided in accordance with the Australian Consumer Law allowing recreational service providers to limit their liability to You.

2 Eligibility to participate

2.1 To be eligible to participate in the Event You must be at least 16 years of age at the date of the event to participate this event. Those under 18 years of age must be 16 and to be accompanied by a participating adult.

2.2 If You are under 18 years of age on the date of the Event, a parent or guardian must accept these terms and conditions and acknowledge the Warning and Note required by the Australian Consumer Law. Where no consent is provided, You warrant that You are 18 years of age or older on the date of the Event.

2.3 You must be medically and physically fit and able to participate in the Event.

2.4 You must not be a danger to Yourself or to the health and safety of others.

3 Refusal of applications

3.1 O2E reserves the right to refuse any application for entry into the Event for any reason, including where:

3.1.1 an applicant does not meet the Eligibility Requirements;

3.1.2 an application, including a team application, is not completed by the nominated completion date;

3.1.3 the field cap has been reached, regardless of the circumstances; or

3.1.4 an application is made on the Event Day unless O2E makes a specific exception allowing the application.

4 Your obligations

4.1 If Your application to participate in the Event is accepted You will be permitted to participate in the Event on the condition that You comply with the Terms and Conditions and any reasonable direction issued by the Event organisers or their representatives.

4.2 You must immediately notify O2E in writing of any change to Your fitness and ability to participate in the Event. Where You do not provide any written notice to O2E, O2E will rely upon this as evidence of Your fitness and ability to participate.

4.3 To be eligible for on course refreshments and medical or mechanical support, You must be wearing all of the following: the designated event bib(s), event wrist band, helmet, sticker and official event jersey.

4.4 In applying to participate in this Event You consent to receiving any medical treatment that the Event organisers or their authorised representatives (including emergency services providers) consider reasonably necessary or desirable during or shortly after the Event. You must reimburse the Event organiser and O2E for any costs or expenses incurred in providing You with medical treatment.

4.5 Where the Event is timed, You will receive a race timing band. This band is the property of O2E and You must return it to O2E or You must reimburse O2E \$50.00. If You fail to return or pay the timing band replacement fee, You will be ineligible to participate in the remainder of the Event.

4.6 You must pay the fees due at the time of submitting Your application. No applications will be accepted or considered unless and until all fees have been received by O2E.

4.7 You must wear the event jersey whilst participating in the Event. If You do not do so O2E may exclude You from participating in the Event, or require You to purchase a second event jersey on the race day.

5 Risks, liability and indemnity

5.1 You acknowledge that participation in the Event can be inherently dangerous and that You may be exposed to certain risks during the Event including, but not limited to, overexertion, equipment failure, dehydration, serious accidents, and risks associated with the course and adverse weather conditions. These risks can and often eventuate and they may result in You being personally injured or killed or Your property being damaged. By entering into or participating in the Event You agree that:

5.1.1 You have read and understood the risks associated with participating in the Event and this warning, and accept and assume the inherent risks in participating in the Event.

5.1.2 You are fully responsible for the security of Your personal possessions at the Event including Your bike and other valuable items and including items left in the race transition area. You agree that O2E is not responsible or liable for the repair or replacement of any personal possessions whether lost, damaged, stolen or otherwise.

5.1.3 You acknowledge that where You are a consumer of recreational services, as defined by any relevant law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these implied terms and rights and any liability of O2E flowing from them, are expressly excluded to the extent permitted by law. To the extent of any liability arising, the liability of O2E will, at its discretion, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the entry fee relating to the Event.

6 Release and indemnity

In consideration of O2E accepting Your application for entry to the Event, You to the extent permitted by law:

6.1 release O2E from all Claims that You have or may have had but for this release arising from or in connection with Your participation in the Event; and

6.2 indemnify O2E and will keep O2E indemnified in respect of any Claim by any person including another participant in the Event arising as a result of or in connection with Your participation in the Event or arising as a result of You transferring Your entry in the Event to another person or arising from You permitting another person to participate in the Event in Your stead.

7 Insurance

You acknowledge and agree that insurance is in place that may provide limited cover to You whilst participating in the Event. You understand that this insurance may not cover You for all injury, loss or damage sustained by You in participating in the Event and You acknowledge that O2E does not make any representations about the suitability of the insurance. You also agree that You can, in Your own interests and at Your own expense, seek and obtain personal insurance over and above the cover provided by O2E.

8 Fees

8.1 You must pay all the fees due, including any amounts payable for additional services such as additional merchandise, and other options You nominated at the time of entry into the Event...

8.2 Payment by Visa, Mastercard, Diners Club and AMEX Cards will incur a 2.53% surcharge including GST.

9 Refunds

9.1 You accept that there is no refund or exchange on Your entry fees except as required by law and as otherwise specified by O2 Events in these terms.

9.1.1 If O2 Events cancels the Event for any reason (including but not limited to extreme weather or other dangerous conditions), then O2 Events will make every effort to ensure You receive a prompt refund or exchange if applicable in accordance with Australian Consumer Law.

9.2 If competitors are unable to compete in the Event for any reason (except disqualification), You are entitled to keep any event garment, show bag or gift bag as relevant if already received from O2

Events, but there will be no refunds for Your entry fees unless You are entitled to a refund under 9.1

and have complied with all of Your obligations under the Waiver.

9.3 There will be no refunds for any other items purchased at the time of registration, unless required by law. In regards to

charitable donations, a donation is not a purchase of goods or services from O2 Events and as such You cannot obtain a refund for any donation once it is made. If You wish to receive a refund of Your donation, You will need to contact the relevant charity directly.

9.4 You acknowledge and agree that due to the nature of this event and the element of "luck" in the prevailing conditions, that Your entry and participation in the Event may be affected by matters outside of the control of O2 Events, including but not limited to the weather, safety and associated conditions. You accept that in such circumstances O2 Events has the right to alter the format of, shorten, or cancel the Event in the interest of competitor safety. O2 Events will use all reasonable efforts to conduct the Event in the planned format if safe to do so. Should any reason outside the control of O2 Events, including without limitation weather or other dangerous conditions, war, strike or any other act of God force any change, You accept that O2 Events will ensure You receive a prompt refund, credit, or transfer (if applicable) to another O2 Events event or to restage the Event.

9.5 Nothing in this clause is intended to exclude, modify or limit the operation of the Australian Consumer Law.

10 Transfers and resale

10.1 Entries are non-transferable to other events. If you wish to switch into a different distance

for the Event, you may downgrade distance before the day of the event. No refunds will be offered

for a downgrade. If you wish to upgrade distance you may up to 2 days out from the event. You will

need to pay the difference in fees at the time of the transfer.

10.2 Any attempt to transfer Your entry to another person without the knowledge of O2 Events

may result in the cancellation of Your entry without refund and You may be prohibited from participating in other O2 Events events.

10.3 You must not offer Your (or any other persons) Entry for sale through any medium, including

auctions (on eBay or any other auctioning or similar means). All individuals involved in such conduct

will be disqualified from the Event.

11 Privacy

11.1 O2E has a privacy policy and the information that You provide with this application is necessary for the conduct of the Event. You acknowledge and agree that the information provided will be used by O2E to facilitate the conduct of the Event.

11.2 You understand that You will be able to access Your information through O2E.

11.3 If the information is not provided Your application may be rejected.

11.4 You warrant that the information You provide in Your application is correct. If You provide incorrect information, O2E may disqualify You from the Event and You may be ineligible to participate in future O2E events.

11.5 You consent to the Event organisers using Your name, image, likeness and also Your performance in the Event, at any time, to promote the Event or any future similar events by any form of media.

11.6 You consent to receiving electronic newsletter material from the Event organisers or their authorised representatives prior to and after the Event. Unless You have nominated otherwise, You acknowledge and agree that Your information may also be used for marketing purposes by a third party or the Event sponsor.

12 Governing laws

Your participation in the Event or Series is governed by the laws of the state of Victoria, Australia or as otherwise agreed by the parties.

13 Amendment

Terms and Conditions can only be amended with the prior written consent of O2E.

14 Severance

If any term or condition (in whole or in part) is illegal or unenforceable, that term or condition (or part) is to be severed from these Terms and Conditions to the extent that it is illegal or unenforceable. Any remaining part of a term or condition remains valid continues to operate to its full force and effect.