TERMS AND CONDITIONS OF ENTRY & PARTICIPATION (incl. Recreational Activity Waiver)

2027 Runaway Hawke's Bay Marathon (42.2km, 21.1km, 10km) – Hawke's Bay, New Zealand, – 15 May 2027

These terms and conditions (the "Form") apply to the above event (the "Event") and associated activities conducted by IRONMAN New Zealand Limited NZBN 9429034266335 (the "Operator").

Please read this entire Form carefully before signing (or, in the case of online acceptance, by electronically checking the box below). Each participant, or if the participant is not over 18 years of age, a parent/natural guardian/legal guardian of the minor participant (the '**Minor**'), must sign this Form. By completing this Form, I acknowledge my acceptance (and my acceptance on behalf of the Minor, if applicable) of the terms and conditions set out in this Form. "**I" or "me" refers to either myself as the participant or on behalf of the Minor if applicable.** Where accepting on behalf of the Minor, I agree to explain the terms and conditions set out in this Form to the Minor.

DOCUMENTS AND RULES THAT APPLY TO YOU (Run):

- In consideration of and as a condition of acceptance of entry in the Event, I have read and agree to be bound by:
  - the rules and conditions detailed on the Event website (https://hawkesbaymarathon.co.nz/) from time to time and all information in the Event-specific athlete information guide and athlete briefing session;
  - the race rules of the governing body of any Event (if any); ,
  - the anti-doping rules/policies/procedures of Sport Integrity Commission New Zealand or any anti-doping or integrity organisation with authority over me, in each case in force from time to time; and
  - the World Anti-Doping Code and associated International Standards, as issued by the World Anti-Doping Agency (e.g., the International Standard for Therapeutic Use Exemptions, the List of Prohibited Substances and Prohibited Methods, and the International Standard for Testing and Investigations), and any other ancillary rules/policies/procedures, in each case in force from time to time,

  provided that I will only be bound by amendments to the above rules, standards and policies to the extent that such amendments were made with my agreement or for safety reasons, circumstances outside the Operator's control or otherwise reasonably necessary to protect the legitimate business interests of the Operator.
- In no circumstances may I, without the prior written consent of the Operator or World Triathlon Corporation ("**WTC**"): a) use any intellectual property of WTC, including Runaway Marathon Series®, City2Surf®, (collectively, the "WTC IP") and/or any words or marks that are deceptively similar or refer to, the Event, any Event logo, or Event race distance (collectively, "Event IP"), or (b) sell, market, distribute, or produce any products, events, merchandise, websites, or services that are branded or marked using any Event IP or any WTC IP.

YOUR RIGHTS AND RESPONSIBILITIES:

- Before the Event, I may inspect the race course, equipment and areas to be used. I will immediately advise the Operator or an Event official if I believe that such equipment or areas are unsafe. I accept that activities take place on premises or at facilities not owned or controlled by the Operator.
- It is my responsibility to ensure that I am sufficiently fit, of good physical and mental health and capable of participating in the Event (without causing harm to myself or others) and it is my responsibility to seek any and all required medical advice, recommendations and clearances prior to arriving at and participating in the Event (if and as applicable). I confirm that: (a) I am (and, at the time of the Event, will be) in good health and proper physical and mental condition to participate in the Event; (b) I have not been advised by a qualified medical person that I should not participate in the Event; and (c) I am otherwise not aware of any medical or other matter which would render it unsafe for me to take part in the Event.
- If I am pregnant, it is my responsibility to obtain written confirmation from a qualified medical doctor that it is safe for me to participate in the specific Event, dated no earlier than 10 days prior to the Event, and to have that confirmation with me at Athlete Check In. I agree that I will not participate (and may be denied by the Operator or an Event official the opportunity to participate) in the Event without this confirmation.
- I am responsible for the security of my possessions (including phones and other personal possessions) at the Event (including at any checkpoint or bag drop) and the Operator and its Associates (as defined below) will not be liable for damage to or replacement of these possessions.
- I agree that to the extent I ingest or use any product provided in an athlete race kit or at the Event Village/Expo that causes me any injury or to test positive in any doping test, I will take full responsibility for such injury and/or test result and I release WTC, the Operator, each of their related companies (as that term is defined in the Companies Act 1993 (NZ)) and all of their directors, employees, agents, contractors, any medical personnel, the venue owners, Event sponsors, or any other person or organisation, which is directly or indirectly involved with promoting, running or controlling the Event (collectively, the "**Associates**") from any related claims to the extent permitted by law.
- I agree to follow all directions and take any and all precautions set forth or recommended by the Operator or Event officials.

YOUR RISKS:

In consideration of and as a condition of acceptance of entry in the Event, and by subsequently participating in the Event, I acknowledge that:

- **Participation in the event may involve exposure to the risk of injury, death, permanent disability or damage to my property and other risks outlined below, which list of risks is not exhaustive. Any such injury or loss may result not only from my actions but from the actions, omissions or negligence of others.**
- **Prior to participating in the Event, I will do all things within my control to make myself aware of all risks or potential risks involved, including risks associated with any health condition I have.**
- While the Operator's representatives are available should I have further questions about the Event or the associated risks, **my participation in the Event is voluntary and undertaken at my own risk.**

- **The following describes some, but not all, of the inherent risks to participation in the Event:**
  - **Risks in any competitive or athletic activity.** Accidents; minor and/or serious physical bodily or mental injury (including the aggravation; acceleration or recurrence of such an injury); permanent disability; paralysis or death; participants of varying skill levels, and/or the inherent risk of contracting illness(es).
  - **Equipment risks.** The risk that equipment used may be misused, or may break or malfunction. I assume full responsibility for choosing appropriate equipment for the Event and for the fit and proper condition of the equipment.

- **Risks present in an outdoor environment.** You may be subject to: inclement weather (including wind, rain, heat or sun); extremely hot or cold weather; stinging, venomous and/or disease carrying animals (including marine life) or insects; and other natural or man-made hazards. Hazards may not be marked or visible and weather can be unpredictable.
- **Risks connected with location.** Activity location (due to remoteness, congestion or any other geographic attribute) may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care.
- **Risks present in a sporting event involving athletes participating in a handcycle/wheelchair.** The risk that participants may participate in a handcycle or wheelchair, which may travel at a faster speed than other participants.
- **Running risks.** The risk of contacting or colliding with objects or people (including other participants or spectators) or other natural or manmade objects); tripping or falling; or encountering other road/trail hazards.
- **Supervision and activities risks (as applicable).** I understand that the Operator (including staff, volunteers and contractors) will not be specifically supervising the Minor during the Event. I agree to take sole responsibility for the Minor's supervision before, during and after the Event, and I agree that I and the Minor share in the responsibility for the Minor's well-being.
- **Risks present in a sporting event involving athletes pushing a pram.** The risk that participants may push a pram during the Event and may be on course while I am participating.

ACCEPTANCE OF RISK AND RELEASE (ALL PARTICIPANTS):

- To the extent allowed by applicable law, I accept all risks flowing from my participation in the Event that could result in my (or my Minor's) injury and/or death.
- I acknowledge that participation in the Event will be undertaken with other athletes participating at the same time and the Operator, WTC and all of their Associates are not liable for the actions of other participating athletes in the Event.
- Any dispute or claim/s I may have in connection with this Form or participation in the Event, or any other aspect of my relationship with Operator will be governed by the law of New Zealand. I agree that, unless settled by direct discussions or where such claim value is under the small claims threshold in the relevant state or territory jurisdiction, any dispute or claim will be determined by binding arbitration conducted in Auckland, New Zealand only.
- I agree that this Form will take precedence over any other forms or contracts I may sign in connection with the Event.

DISQUALIFICATION; WITHDRAWAL:

- The Operator reserves the right, with grounds (including breach of a provision in this Form or any Event document or rules) and acting reasonably, to deny or revoke my entry to the Event at any time, and/or to disqualify me from the Event. If my entry application is denied or revoked prior to the Event, I agree the Operator is not responsible for costs incurred or damages suffered by me in excess of the amount of the entry fee. In the event that the Operator denies my entry to the Event (either before or during the Event), the Operator will not refund any entry fees to me where I have misrepresented my eligibility to participate in the Event at the time of entry or have breached any of the conditions of this Form.
- If I wish to withdraw from the Event, or defer my registration to a future Event, I may only do so where permitted in accordance with the Event specific withdrawal and/or deferral policies set out on the Event website (if any) (https://hawkesbaymarathon.co.nz/). I agree the Operator is not responsible for costs incurred or damages suffered by me except in relation to the entry fee, which will be dealt with as outlined in such policies. Unless specifically permitted on the Event website, Event registration cannot be transferred to another person. Any unauthorised transfer may result in cancellation without refund and disqualification from participation in future events.
- Event entries must not be offered, sold, given away or otherwise used for or in connection with any promotion, advertisement, marketing or other commercial purpose (including without limitation, any competition, trade promotion, giveaway or bundling the Event entry into a hospitality offering/package), without the prior written consent of the Operator. The Operator reserves the right to deny or revoke any Event entry, and/or disqualify the participant using the relevant entry from the Event, if the Operator considers (in its absolute discretion) that the Event entry has been obtained in this manner. If the Operator denies or revokes my Event entry or disqualifies me from the Event under this provision, I agree that the Operator will not refund any entry fees and the Operator is not responsible to me, the purchaser of the Event entry or any other third party for any costs incurred or damages suffered by me, the purchaser of the Event entry or any other third party, as a result.

FORCE MAJEURE; EVENT CANCELLATION:

- "**Force Majeure**" includes acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, communicable disease, public health risks (including pandemic), fire, smoke, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, government order, change of law, unavoidable casualty, race course conditions, or any other cause beyond the control of the Operator.
- **Modification/Delay/Postponement:** I acknowledge and agree that the Operator may, for safety reasons, or at the direction of police or local authorities, or due to a Force Majeure event:
  a) change or modify the race course, distances, routes, elevation, ascents, difficulty level, or any other race-course or Event aspect; or
  b) delay, modify, postpone or cancel the Event, including if it believes the conditions are unsafe or otherwise unsuitable for the Event, and the Operator may (acting reasonably) delay the Event for so long as such unsafe or unsuitable conditions apply.

  If the race course or the Event is delayed, modified or postponed for any safety reasons, or at the direction of police or local authorities, or due to a Force Majeure event, but the Event still takes place, there will be no refund of the Operator's entry fee (or any portion of) or any other costs incurred in connection with the Event.
- **Cancellation:** If the Event is cancelled in its entirety (including where due to a Force Majeure event) by the Operator, all paid entrants will be contacted regarding their options, which will include the option to receive a refund of the Operator's entry fee.

CONSENTS AND PRIVACY:

- By signing this Form and participating in the Event, I grant to the Operator, WTC and its sponsors the permission to photograph, film, record and/or otherwise capture in any media the name, image, voice, written statement, photograph and/or visual likeness of me and/or my family members (collectively "**images**"). I acknowledge and agree that images are owned by the Operator, with right to sublicence, and that the Operator or WTC and its sponsors may use such images for promotional or any other purposes, without compensation or my further consent, throughout the world in perpetuity. Further, I acknowledge and accept that media will be present and may be taking photographs or filming at the Event.

- I understand and agree that my name, age (or age range), gender, region of residence, similar biographical information, bib number and/or race results may be available to the public prior to, during and after the Event, including on the Event website, Event app, Event timing service provider's website and, where the Event is part of a series, the Event series website. I acknowledge and accept that while participating, the official Event app (if any) may display my estimated location, and that the Operator and the Operator's timing service/app provider may have access to this location.
- I authorise the Operator, WTC and its Associates, or other medical personnel to obtain or provide medical care, aid or treatment, to transport me to a medical facility, and to provide care, aid or treatment (including evacuation, hospitalisation, blood transfusions, surgery, and medications) they consider necessary for my health in connection with the Event. I agree to pay all costs associated with that care and transportation and agree to the release (to or by Operator, WTC and its Associates, insurance carriers, other health care providers and their staff, representatives, or contractors, and my emergency contact) of any medical information or records necessary for treatment, referral, billing, or other purposes in connection with the Event.
- As a condition of entry to the Event and by signing this Form, I consent to the collection, storage and exchange of my personal information (as that term is defined in the *Privacy Act 2020* (NZ)) between the Operator, WTC or its Associates and the following entities:
    - **Event Medical Provider** (currently St Johns) (the "**Event Medical Provider**") for the purposes of providing or preparing to provide medical assistance to me in connection with the Event, conducting a post-Event review of medical services provided to me during the Event, preparing and reporting on incidents occurring in connection with the Event, enabling the Operator and the Event Medical Provider to comply with health and safety law and to undertake critical incident procedures (including the Operator sharing my information with my representatives for insurance related purposes), and otherwise as required or permitted by the *Privacy Act 2020* and the *Health Information Privacy Code 2020*;
    - **Official Event Photographer:** Sportograf Digital Solutions GmbH ("**Sportograf**") are the official photographers for the event and will be taking photos of all competing athletes. As this Event is a mass participation event, and to give you the best possible race day photographs, these race photographs will be matched to your registration and bib number using facial recognition technology, which requires the collection and use of your biometric information. By completing this Form, you acknowledge and consent to the collection, storage and use of your image and biometric information in such race photographs. As a registered athlete you will be able to search for your photographs on Sportograf's website (www.sportograf.com) following the Event using your race registration email address, which will be provided to Sportograf for second factor authentication purposes to ensure that only you can access your race day photographs. For further information on how Sportograf store and use your personal information, a copy of the Sportograf Privacy Policy can be found at www.sportograf.com/en/privacy*;* and
    - any other third parties that are essential for the delivery or conduct of the Event.

  Such collection, storage and exchange will be handled at all times by the Operator in accordance with the IRONMAN New Zealand Event Privacy Policy, available on the Event website (https://hawkesbaymarathon.co.nz/) and, where relevant, the privacy policy of the third-party service provider set out above.
- Where express consent has been given during registration for this Event, the Operator will provide the following entities with my personal information (as that term is defined in the *Privacy Act 2020* (NZ)). I acknowledge that I am able to opt-out of these services at any time**:**
    - **Official Event Photographer** for the purpose of contacting me via email to alert me when photos from the Event are available on its website;
    - **any charities** selected by me during the Event registration process (if any) and/or with the Operator's designated third-party charity platform service provider for the Event (the "**Charity Platform Provider**"). The Charity Platform Provider provides fundraising services to Event participants who wish to raise funds for charities in connection with the Event. If I register with the Charity Platform Provider to fundraise for charities or if I elect to make a one-off donation to a charity via the Charity Platform Provider, I agree that this will be strictly subject to the Charity Platform Provider's terms and conditions (as notified to me during such registration) and certain fees and/or other charges may be deducted from funds raised or donations as payment for these services. The Operator, WTC and its Associates have no responsibility to me in connection with such fundraising with the Charity Platform Provider and I release the Operator, WTC and its Associates from all claims whatsoever in connection with such fundraising;
    - **Operator** for the purpose of subscription to selected Operator or WTC related marketing and promotional materials. I agree that if I choose not to receive Operator Event marketing communications that I will still receive operational emails (and, where required for my safe participation in the Event or to notify me if I am a placegetter, SMS texts) that relate to the Event in which I have registered. I also agree that it is my responsibility to obtain information and Event updates from the Event website, if applicable; and/or
    - **Other third parties** for marketing related matters where specifically selected by me.

- The Operator may assign this Form to other entity/s or individual/s ("**assignees**"), which will grant assignees the full rights and protections in this Form.
- If I sign this Form online and on-site, the on-site version will be binding. Where the Event registration is transferred to another event, I agree that this Form will be deemed applicable to such other event.
- Where this Form is signed by a parent, natural guardian or legal guardian of the Minor, the parent, natural guardian or legal guardian consents to the Minor's participation in the Event and provides the acknowledgements, indemnities and releases in this Form in its own right and on the Minor's behalf. If I am signing as the Minor's legal guardian, I have the legal authority to accept the terms and conditions set out in this Form for and on behalf of the Minor, and that this provision may be pleaded as a bar to any claim. If this authority is challenged or found invalid, I will release, agree to defend and indemnify the Operator and WTC and their Associates from all claims.
- Where I purchase an entry pass for another person (an "**Entry Pass**"), they will receive an email with details of how to redeem that unique Entry Pass for an entry into the Event. It is my responsibility to provide the correct email address of the intended recipient of the Entry Pass during purchase and I acknowledge and agree Operator will not provide a refund for any Entry Pass that is unused, lost, misused or sent to the wrong recipient as a result of the details I entered. Where I have entered into the Event using an Entry Pass, I acknowledge and agree that any eligible athlete withdrawal refund (if any) will be issued to the individual who paid for the Entry Pass.
- This Form is effective in regard to registration and participation in the Event from the date signed until completion of all activities.
- This Form is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Form is deemed void, illegal, unlawful or unenforceable in any jurisdiction, it will not affect the validity, legality or enforceability of the remaining provisions or this Form in any other jurisdiction.

I have carefully read, understand and agree to voluntarily participate in the Event and sign this Form.
I acknowledge that this Form is legally binding upon me (and, if I am the Minor's legal guardian, the Minor) and my executors, administrators and other personal representatives and I will be bound by the terms and conditions of this Form. Please read the above terms and

conditions carefully. They include an acknowledgement of risk, release of liability and a recreational activity waiver which deprive you of the ability to sue certain parties.