

TERMS AND CONDITIONS OF ENTRY & PARTICIPATION (MINOR)

2023 New Zealand Sotheby's International Realty Hawke's Bay Marathon – Kids Run – Hawke's Bay, New Zealand – 20 May 2023

These terms and conditions (the "Form") apply to the above stated event (the "Event") conducted by IRONMAN New Zealand Limited (the "Operator"). Please note that the Event website (<https://hawkesbaymarathon.co.nz/>) may contain other terms and conditions that apply to the Event.

Please read this entire Form carefully before signing (or, in the case of online acceptance, by electronically checking the box below). This Form should be signed by the parent/natural guardian/legal guardian/ person with authority to sign on behalf of (the "Authorised Adult" or "I") all participants aged under 18 (the "Minor"). Operator may also require you to sign this Form on the day of the Event even though the Minor has been entered online. In any case, by the Minor participating in the Event, you hereby acknowledge your acceptance of the terms and conditions set out in this Form.

By the Minor participating in the Event you also acknowledge acceptance on behalf of the Minor of the terms and conditions set out on the Event website and within the Operator's online registration system conducted by Active.com. As the Authorised Adult of the Minor, please read the following acknowledgment, waiver and release from liability carefully before continuing with the Minor's entry:

- I have read all materials, information, rules and conditions in relation to the Event and have explained the same to the Minor and we agree to adhere to these rules and conditions at all times.
- The Minor's final acceptance and participation in the Event is contingent upon Operator's receipt and review of all required information and forms, including this Form.
- Before participating in the Event, I may inspect the race course, facilities, equipment, and areas to be used, if I choose. I will immediately advise Operator or an Event official if I believe or become aware that the race course, facilities, equipment or areas to be used in the Event are unsafe.
- On behalf of the Minor, I certify that the Minor is fully capable of participating without causing harm to himself or others. I further certify that the Minor is sufficiently fit to participate in the Event and have not been advised otherwise by a qualified medical person.
- Operator has put enhanced health and safety measures in place due to the potential spread of COVID-19. I and the Minor must follow all posted or verbal instructions while visiting any Event-related venue, and I agree to explain these instructions to the Minor. An inherent risk of exposure to COVID-19 exists in any public place where people are present. **COVID-19 is an extremely contagious disease that can lead to severe illness, permanent disability, and death.** According to the Centre for Disease Control and Prevention and the World Health Organisation, senior citizens and persons with underlying medical conditions are especially vulnerable. **By visiting any Event-related venue, I voluntarily assume on behalf of myself and, to the extent permitted by law, the Minor, all risks related to exposure to COVID-19.**
- Operator contracts with individuals or organisations that are independent contractors (not its employees or agents) to provide some of the Event services, and to conduct some of the activities participants will engage in. I acknowledge that Operator does not supervise or control these independent contractors. In addition, it is accepted that activities take place on premises or at facilities not owned or controlled by Operator.
- The information provided in this Form is not exhaustive; other unknown or unanticipated activities, inherent and other risks and outcomes may exist; and Operator cannot assure the Minor's safety or eliminate all of the risks. Operator representatives are available should I have further questions about the Event or the associated risks. **The following describes some, but not all of the inherent risks, as applicable to the Minor's participation in the Event:**
 - **Risks in any competitive or athletic activity.**
 - **Risks present in an outdoor environment.** Minors may be subject to: inclement weather, water hazards (where the Event involves swimming) such as currents; 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 (both on land and above and below water level) may not be marked or visible and weather is always unpredictable.
 - **Cycling, running and swimming risks (as applicable to the specific Event).** Participating in these activities includes the risk of losing control and falling from the bike, colliding with objects or people on land or in water, tripping or falling down or encountering other water/road/trail hazards; or being submerged underwater, hitting bottom, or drowning.
 - **Personal health and participation risks.** The risk of contracting communicable disease(s), including but not limited to COVID-19, from other person(s) (including but not limited to any co-participant; spectator; Operator staff, representative, volunteer, or contractor; and/or any other person(s)) before, during, and/or after the Event and other activities. The risk that the Minor's mental, physical or emotional condition, whether disclosed or undisclosed, known or unknown, combined with participation in these activities and associated risks could result in injury, damage, death or other loss. Although Operator may review the Minor's medical information, submitted in the registration process, Operator cannot anticipate or eliminate risks or complications posed by the Minor's mental, physical (including fitness level) or emotional condition.
 - **Equipment risks.** The risk that equipment used in the Event may be misused, or may break, fail or malfunction. Minor (and/or the Authorised Adult) assumes full responsibility for choosing appropriate equipment and for the fit and condition of the equipment. Operator requires use of helmets for biking activities. Helmets or other safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.
 - **Supervision and activities risks.** I understand that neither Operator nor its staff, representatives, volunteers, contractors or anyone associated with them will be specifically supervising the Minor during the Event or at any time. I agree to take sole responsibility for 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.
- Any dispute or claim/s I or the Minor may have arising out of, relating to or in connection with this Form, enrolment or participation in the Event, or any other aspect of my relationship with Operator will be governed by New Zealand law. I agree that, unless settled by direct discussions, any such dispute or claim will be determined by binding arbitration conducted on an individual basis in Auckland, New Zealand only.
- In regard to my or the Minor's relationship with Operator, I agree that the contents of this Form will take precedence over any other forms or contracts I may sign (for parties other than Operator) in connection with the Event.
- I authorise and consent to Operator staff, representatives or contractors to conduct on myself or the Minor such public health safety screening activities by methods selected by Operator. While participating in the Event I and the Minor agree to comply with any public health and/or safety directions of Operator staff, representatives or contractors, police, government or health authorities. **Further, I consent to the collection and use (by Operator staff, representatives or contractors, police, government or health authorities) of my or the Minor's personal information for contact tracing purposes (if required).**
- I authorise Operator staff, representatives, contractors, or other medical personnel to obtain or provide medical care for the Minor, to transport the Minor to a medical facility, and to provide treatment (including but not limited to evacuation, hospitalisation, blood transfusions, surgery, and medications) they consider necessary for the Minor's health. On behalf of the Minor, I agree to pay all costs associated with that care and transportation and agree to the release (to or by Operator, insurance carriers, other health care providers and their staff, representatives, or contractors) of any medical information or records necessary for treatment, referral, billing, or other purposes.
- Operator reserves the right, in its sole discretion, to dismiss any participant from the activities, to deny or revoke entry of any applicant at any time, and/or to disqualify participant from the Event. If the Minor is dismissed, disqualified or departs for any reason, I agree I am responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies or otherwise. If the Minor's entry application is denied or revoked, I agree that Operator is not responsible for costs incurred or damages suffered by me or my family in excess of the amount of the entry fee. In the event that Operator denies or disqualifies any participant from the Event (either before or during the Event), Operator will not refund any entry fees to that participant where the participant has misrepresented their eligibility to participate in the Event at the time of entry or has breached any of the conditions of this Form.
- **"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, 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 Operator. I acknowledge and agree that Operator may, whether for safety reasons, at the direction of police or local authorities, or due to a Force Majeure event: (a) at any time, with or without notice, change or modify the race course, distances, routes, elevation, ascents, difficulty level, or any other race-course or Event aspect; or (b) delay, modify, or cancel the Event (or any leg(s) of the Event), including if it believes the conditions are unsafe or otherwise unsuitable for the Event, and Operator may delay the Event for so long as such unsafe or unsuitable conditions apply. If the race course or the Event is delayed or modified for any safety reasons, at the direction of police or local authorities, or due to a Force Majeure event, there will be no refund of Operator's entry fee (or any portion of) or any other costs incurred in connection with the Event, and I acknowledge and agree that in these circumstances any such delay and/or modification of the Event is a not a major failure, and that the delayed and/or modified Event remains fit for purpose and provided within a reasonable time. If the Event is cancelled in its entirety at the direction of police or local authorities, due to a Force Majeure event, or for any other reason, all paid entrants in the cancelled Event will be eligible to receive a refund of Operator's entry fee.
- It is my sole responsibility to ensure that the Minor can attend the Event and, in the event that I or the Minor are prohibited from attending the Event due to border closures or restrictions, Operator is not obligated to provide a refund of Operator's entry fee (or any part thereof) or any other costs incurred in connection with the Event. Only where expressly advertised as part of the Event entry policies available on the Event website, Operator will provide a limited time opportunity to athletes legally prohibited by interstate/international border closures from attending the Event to defer their entry to the same Operator event in the following year (which shall be the sole remedy available to such athletes).
- The Event will be conducted by Operator in accordance with all health orders in place at the time of the Event, including any requirements of local or national Government or any local or national health authority and any conditions of a COVID-19 Safety Plan.
- The Minor's entry is not transferable to another person or child. Any attempt to transfer the Minor's entry or allow another person to participate under the Minor's name may result in cancellation without refund and disqualification from participating in future Operator events.
- On behalf of the Minor I grant to Operator, its affiliates, designees, assignees and sponsors the right and 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 the Minor (collectively "images"), with right to sublicense, during the activities or otherwise, without compensation, for use for any purpose and in any media throughout the world in perpetuity, including but not limited to use in broadcasts, photographs, publications, podcasts, webcasts, motion pictures, brochures, CDs, DVDs, internet websites, social media platforms, television, and/or in any related commercial, informational, educational, advertising, or promotional materials. I understand that all ownership and copyright rights in the images will be owned by Operator, and I waive any inspection or approval rights. I understand and agree that the Minor's name, age group, gender, bib number and race results may be available to the public during and after the Event.
- Unless I specify to the contrary, I consent to Operator providing my and/or the Minor's contact information to (i) the official Event photographer as designated by Operator, who may contact me and/or the Minor via email to alert us when photos from the Event are available on its website, (ii) any charities selected by me during the Event registration process (if any) and/or with Operator's designated third-party charity platform service provider for the Event (the "Charity Platform Provider"), and (iii) other third parties for non-marketing related matters relating to the delivery of the Event (e.g. timing services). 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, or register on behalf of the Minor, 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. Operator has no responsibility to me in connection with such fundraising with the Charity Platform Provider and I release Operator from all claims whatsoever in connection with such fundraising.
- I consent to my and/or the Minor's name and contact details being included on the Operator Event database and, where I have consented during the registration process, I will be subscribed to various Operator related publications which include a newsletter and other promotional materials about upcoming events. I acknowledge that I and the Minor are able to opt-out of these services at any time. I agree that if I and/or the Minor choose not to be included on the Operator Event database I and/or the Minor will still receive newsletters that relate to the Event in which the Minor is registered. I also agree that it is my responsibility to obtain information and Event updates from the Event website, if applicable.
- I consent to my and/or the Minor's personal information being collected, held, used and disclosed by Operator and/or any of its affiliates or related entities for the administration of the Event and as otherwise set out in the IRONMAN New Zealand Event Privacy Policy, available on the Event website (<https://hawkesbaymarathon.co.nz/contact-us/>).
- I consent to the collection, storage and exchange between Operator and Operator's first aid and Event Medical provider of the Minor's personal and health information obtained by either party in the administration of the Event (including this registration and any treatment the Minor receives at the Event). I further consent that such information may be used by Operator and Event Medical for the purposes of providing or preparing to provide medical assistance to the Minor in connection with the Event, conducting a post-Event review of medical services provided to the Minor during the Event, preparing and reporting on incidents occurring in connection with the Event, enabling Operator and Event Medical to comply with health and safety law and to undertake critical incident procedures (including Operator sharing the Minor's 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*.
- Operator may assign this Form to other entity/s or individual/s ("assignees") at any time, and any such assignment will grant assignees the full rights and protections accorded in this Form.
- I am fully responsible for the security of the Minor's and my personal possessions at the Event and Operator will not be liable for the replacement of any personal possessions.
- **To the extent allowed by applicable law, I accept all risks necessarily flowing from the Minor's participation in the Event that could result in injury, loss of life or permanent injury. Accordingly, in consideration of the acceptance of the Minor's entry, for and on behalf of the Minor, I release the Operator, World Triathlon Corporation ("WTC") and all persons or entities associated directly or indirectly with the conduct of the Event with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss of expenses (including court costs and reasonable legal fees) arising out of or connected with the Minor's participation in the Event.**

I represent that I am the parent or legal/natural guardian/ person with the authority to sign on behalf of the Minor and acknowledge that by signing this Form, I have agreed that we will both be bound by the terms and conditions of this Form and any other terms and conditions that apply to the Event.

SIGNATURE OF AUTHORISED ADULT

DATE

PRINTED NAME OF AUTHORISED ADULT

MINOR SIGNATURE

DATE

PRINTED NAME OF MINOR

MINOR'S AGE AND BIRTHDATE