

Brendan Foot Supersite Round the Bays 2022 Terms and Conditions:

Each participant (**Participant**) who enters and/or competes in the Brendan Foot Supersite Round the Bays Event (**Event**) agrees to be bound by these terms and conditions and acknowledges that these terms and conditions may be subject to change from time to time at the discretion of Nuku Ora without notice to the Participant.

Agreement Waiver and Indemnity

1. I declare, as a condition of entry into the Event, that I have undertaken sufficient training for the Event and that I am not aware of any illness, injury, physical disability, or impairment which may cause me injury or death during or as a consequence of my participation in the Event. Although precautions will be taken to protect my safety, I understand and acknowledge that no such precautions can completely eliminate the risks associated with my participation in the Event.
2. I understand that I am fully responsible for the security of my personal possessions at the Event and Nuku Ora will not be liable for any loss or damage to any of my personal possessions.
3. The decision to participate in the Event is entirely my own and I accept all risks associated with my participation in the Event, including but not limited to, loss of life or permanent injury. Regardless of any decision made, or information made available, by Nuku Ora and other persons, corporations, and entities involved or engaged in promoting or staging the Event, I agree to accept full responsibility to inform myself and assess all the dangers, hazards and risks of entry in the Event and rely solely on my own assessment of these dangers, hazards and risks before participating in the Event. Covid-19 is an extremely contagious disease that can lead to severe illness, permanent disability and death. An inherent risk of exposure to Covid-19 exists in any public place where people are present despite precautions that are taken. I acknowledge that by visiting any Event related venue, I assume all risks related to the exposure of Covid-19.
4. Due to the risk and evolving nature of Covid-19, participation in the Event will be subject to any New Zealand Government health guidelines and laws. I understand that to participate in the 2022 event I must be fully vaccinated for Covid-19, having received two shots. I understand that I will need to provide proof of my vaccination before receiving my race bib. Nuku Ora may put in place additional restrictions and requirements for all Participants should the New Zealand Government impose restrictions on event attendance as part of its ongoing response to the Covid-19 pandemic. I acknowledge that if I do not comply with such additional restrictions and requirements (and I am not eligible for an exemption to such requirements), I will not be able to participate in the event but I will have the option of transferring my registration to another person who is able to comply.
5. I release all persons, corporations, or other entities associated directly or indirectly with the Event from all claims, demands and proceedings arising out of my participation and I indemnify such persons, corporations, or entities against all liability, loss, or damage, arising out of my participation in the Event, including any breach of these terms and conditions by me. This liability, loss, or damage includes, but is not limited to, the cost to defend or settle any claim, suit, action or proceeding brought against Nuku Ora. This release extends to and includes Nuku Ora and its board, respective directors, officers, agents, contractors, employees, promoters, sponsors and volunteers, including medical and paramedical personnel appointed for the Event, the owners, licensees and occupiers of land upon which the Event or any part of it takes place, and any statutory body or local authority

having control over any land upon which the Event or any part of it takes place or which is involved directly or indirectly with the Event in any manner whatsoever.

6. I agree that this waiver and indemnity is contractually binding on myself, my successors, my executors, administrators, heirs, next of kin and assigns and that should I or any of my successors, executors, administrators, heirs, next of kin or assigns assert a claim in contravention of this waiver the asserting party shall be liable for all the expenses (including legal fees on a solicitor client basis) incurred by the other party or parties in defending the claim.

Event Rules

7. Participants must show their race number on the front of their race clothing and it must be visible at all times.

8. Participants must attend the safety briefing for their chosen distance. These are held 10 minutes prior to the start of each Event distance at the start line.

9. Participants must comply with the instructions of the Police, Fire and Emergency or other identified Event officials.

10. I understand that if my behaviour is deemed unsafe and/or inappropriate by an Event official I may be disqualified and asked to leave the Event.

11. Pets, rollerblades, skateboards, electric scooters, unicycles, and/or bicycles are NOT permitted on the course due to the risk of injury to participants.

12. The minimum ages to participate in the 10km and half marathon distances are 12 years old and 16 years old respectively. Nuku Ora has the discretion to modify these rules as they see fit.

13. The consumption of alcohol at Frank Kitts Park, on the course or at Kilbirnie Park is strictly prohibited unless an exception has been granted by the appropriate local authority.

14. Participants will comply at all times with any reasonable instructions given by Nuku Ora and other persons, corporations, and entities involved or engaged in promoting or staging the Event, and with any legal requirements regarding health and safety (including the Health and Safety at Work Act 2015) and Covid-19.

15. Participating under the influence of any drug, medication or intoxicating liquor that may in any way adversely impact preparation for and participation in the Event is strictly forbidden.

16. I understand that if I am based in a region outside of Greater Wellington within 5 days of the Event (or such greater number of days as determined by Nuku Ora in its sole discretion) that is under New Zealand Government Alert Level 2 restrictions or higher (or any equivalent category in a system put in place by the New Zealand Government), I will not be permitted to participate in the Event and I may receive a 75% refund of the entry price or transfer my entry registration to the 2023 Event.

Medical Assistance

17. I consent to receive such medical aid or preventative treatment which may be deemed advisable in the unfettered direction of Event Medical Officials, or other relevant medical professionals, in the event of any injury, accident or illness to me during my participation in the Event.

18. I consent to the release of my personal information to medical assistance personal and Nuku Ora in the event of an emergency during my participation in the Event.

Event Entry, Refunds, Promotions

19. I agree that registration in the Event is personal and specific to me and that no other person is permitted to participate in my place.

20. I understand that should my contact details (including emergency contact details) change after my registration is completed, it is my responsibility to change these myself or notify Nuku Ora.

21. I agree that the emergency contact details I provide are not of another person participating in the Event.

22. I understand that transferring my registration to another person OR between distances will incur a \$10 administration fee and that this service is available until midnight Monday 31st January 2022. No transfers are available after this time.

23. I understand that all promotional codes will expire at midnight Monday 31st January 2022, unless otherwise stated and they cannot be used in conjunction with any other promotional discount offer.

24. I understand that a promotional code is no guarantee of entry to the Event - if and when a distance within the Event sells out the unused voucher code becomes void.

25. I understand that promotional codes may only be used where a Participant meets the requirements/ conditions applying to the code, including using the relevant code within the period of validity. Promotional codes cannot be redeemed or exchanged for cash and must only be used by the Participant(s) to whom the relevant code was issued to by Nuku Ora or an official Event partner. I understand that Nuku Ora reserves the right to modify, suspend and/or cancel any promotional code(s) at any time without notice to Participants and that no refunds will be made to Participants who have access to a promotional code but did not use the code at the time of purchase.

26. I understand that the Super Earlybird Offer is only available for individual registrations in the Bluebridge 10km and the Go Media Half Marathon events between 12:01am Thursday 21 October and Tuesday 26 October 11:59pm or until allotted entries are sold out.

27. I understand that a partial refund of 25% of the Event entry fee is available until 1st January 2022 upon receipt of a refund request. No refunds will be issued after this date without supplying a current medical certificate.

28. Refunds may, at Nuku Ora's discretion, be made prior to 5:00pm (NZT) Monday 31st January 2022, where participation in the Event is not appropriate due to a medical reason that is supported by a current medical certificate outlining the condition. This refund will be for the Event entry fee only and will not be made for any additional items purchased, such as Event merchandise or charitable donations. If a race bib has already been sent out this must be returned to Nuku Ora at your own expense, prior to the refund being processed.

29. Entries made via the 'Pay Later' option will be invoiced to the Team Manager on a monthly basis. Team race bibs will only be distributed if Nuku Ora have received full payment for the relevant entries.

Personal Information and Images/Privacy

30. I consent to being photographed, filmed, videoed or to have my image or voice recorded in any way in connection with the Event. I consent to Nuku Ora and its official charity partner, sponsors, employees, authorised contractors and agents associated with the Event using any such imagery or recording in connection with the promotion and reporting of this Event without payment or compensation. I understand I am entitled to request access to such images or recordings and to have copies of them at my cost.

31. I consent to Nuku Ora providing my personal details to Marathon Photos which may contact me via text or email to alert me when photos from the Event are available on its website, <https://www.marathon-photos.com/>.

32. If I write an emergency contact name and phone number on the Event bib, I agree that Nuku Ora may contact that person and exchange my personal information with such person in case of an emergency.

33. I consent to Nuku Ora entering my personal details contained on the entry form into the Event database which will be used for the administration of the Event. Nuku Ora collects personal information to manage participation in the Event. Nuku Ora may disclose my personal information to the Event's official charity partner, principal and category sponsors for future marketing and promotional purposes. Nuku Ora will handle my personal information in accordance with the Privacy Act 2020.

34. I understand I have the right of access to such information, and to correct it by applying in writing to Nuku Ora, Level 1, 223 Thorndon Quay, Wellington.

35. I understand that when registering to be a part of a team, I have the option to share my information with the team manager. If I select YES they will have access to my personal details, including my name, contact telephone number, email address and home address. If I select NO they will only see my name, race category and bib number. As a team manager, I understand that my email address and phone number will be disclosed to my team members (but not to members of other teams).

36. I understand that my information will be held for the purpose of COVID-19 contact tracing and may be disclosed to the Ministry of Health should the need arise.

Age Declaration

37. I certify that I am 18 years or older, or that I am the parent/legal guardian of a Participant who is under the age of 18 years. I agree that, if signing this on behalf of a Participant under the age of 13 years, the Participant will be accompanied by an adult at all times during the Event.

Cancellation

38. I understand that Nuku Ora reserves the right to cancel the Event at any time. Reasons for cancellation may include, but are not limited to, Nuku Ora deciding in its sole discretion cancellation is required due to any sort of dangerous conditions, risk to safety of Participants and/or force majeure event, which may include without limitation, epidemic, pandemic or other communicable disease, natural disaster, acts of war, terrorism.

39. I acknowledge that in the event that Wellington is under New Zealand Government Alert Level 2 restrictions or higher (or any equivalent New Zealand Government system due to the continuing pandemic) prior to or at the time of the Event, the physical Event will not be able to take place and Nuku Ora will at its sole discretion either postpone, offer an alternative delivery, or cancel the Event.

40. In the event of cancellation for any reason Nuku Ora will endeavour to reschedule the Event to a later date in 2022, with all registrations being automatically transferred to the rescheduled Event. If the Event cannot be rescheduled to a later date in 2022, Nuku Ora will endeavour to organise an alternative delivery format of the Event. If an alternative delivery format is not possible and the Event is cancelled, this will be communicated to the Participants as soon as practicably possible.

41. If the Event is cancelled, in the case of an alternative delivery format, or if Participants are eligible pursuant to clause 4, Participants will be entitled to receive a refunded percentage of their Event entry fee determined by the date of cancellation as follows:

- If the Event is cancelled between 21st October 2021 and 31st December 2021, Participants will receive a 50% refund of their Event entry fee less any application transaction or credit card fees.
- If the Event is cancelled between 1st January 2022 and 20th February 2022, Participants will receive a 25% refund of their Event entry fee less any application transaction or credit card fees.

For the avoidance of doubt, no refunds will be made for any additional items purchases, such as Event merchandise or charitable donations.

42. The remaining non-refunded amount will be retained to cover reasonable administration and cancellation costs. No other refund will be given except in line with our refund terms as stipulated in clause 28. This includes if the participant is feeling unwell and follows New Zealand Ministry of Health advice to stay home.

43. All refunds will be processed within 21 working days from the date of cancellation.

44. Nuku Ora will not be responsible for any costs including, but not limited to, travel costs, incurred as a result of the Event being cancelled, rescheduled or delivered in an alternative format in accordance with clause 4, 38, 39 or 40 above clauses.

I have had sufficient opportunity to read this document. I fully understand its terms and sign it freely and voluntarily.