

Southern Cross Round the Bays Wellington 2024 Terms and Conditions:

Each participant (Participant) who enters and/or competes in the Southern Cross Round the Bays Wellington Event (Event) agrees to be bound by these terms and conditions.

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 the Event organisers 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.
4. 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.
5. 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

6. Participants must show their race number on the front of their race clothing and it must be visible at all times.
7. 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.
8. Participants must comply with the instructions of the Police, Fire and Emergency or other identified Event officials.
9. 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.
10. Pets, rollerblades, skateboards, electric scooters, unicycles, and/or bicycles are NOT permitted on the course due to the risk of injury to participants.
11. The minimum age 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.
12. The consumption of alcohol at Waitangi Park, on the course or at Kilbirnie Park is strictly prohibited unless an exception has been granted by the appropriate local authority.
13. Participants will comply at all times with any reasonable instructions given by the Event organisers 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.
14. 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.

Medical Assistance

15. 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.
16. I consent to the release of my personal information to medical assistance personal and Event organisers in the event of a medical emergency during my participation in the Event.

Event Entry, Refunds, Promotions

17. 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.

18. 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 the Event organisers.
19. I agree that the emergency contact details I provide are not of another person participating in the Event.
20. 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 16th February 2024. No transfers are available after this time.
21. I understand that all promotional codes will expire at midnight 16th February 2024, unless otherwise stated and they cannot be used in conjunction with any other promotional discount offer.
22. 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.
23. I understand that a partial refund of 25% of the Event entry fee is available until 1st January 2024 upon receipt of a refund request. No refunds will be issued after this date without supplying a current medical certificate.
24. 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.
25. Refunds may, at Nuku Ora's discretion, be made prior to 5:00pm (NZT) Wednesday 31st January 2024, 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.
26. 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.

Filming and photography

27. I consent to the collection, publication and/or use in any form of media whatsoever of my name, bib number, Event result, image, likeness, video, voice, statement or otherwise in connection with the Event (including the publication of my name, bib number and/or Event result and applicable age bracket on the Event website) by the Organiser and any of its authorised sublicensees without payment or compensation. I understand I am entitled to request access to such images and to have copies of them at my cost. I consent to the use of aerial drone(s) above or around me at the Event by Nuku Ora (or any approved subcontractors) for the purposes of aerial photography and filming at

the Event and for such footage to be used for promotional purposes in connection with the Event. I consent to Nuku Ora using any such imagery in connection with the promotion and reporting of this event and other Nuku Ora events.

Privacy

28. Nuku Ora is committed to respecting my privacy and ensuring the security of any personal information I provide to them. I acknowledge that any personal information I provide to Nuku Ora via Race Roster or otherwise, will be processed by Nuku Ora in accordance with their Privacy Policy and all applicable privacy laws, including the Privacy Act 2020 (NZ) (Privacy Act) and the sections below. Please see Nuku Ora's Privacy Policy for further details.

29. Nuku Ora collects personal information to produce the Event and manage participation in the Event. I consent to Nuku Ora:

- a) entering my personal details contained on the entry form into the Event database which will be used for the administration of the Event; and
- b) publishing my full name, bib number, gender and age category online as part of the Event race results.

I acknowledge that Nuku Ora will also use the personal information I provide:

- c) to monitor, respond to and/or keep records of Nuku Ora's e-mail communications and other correspondence with you;
- d) to provide the Event services, provide you with information in respect of the Event and other related services, generate invoices and other payment-related documentation;
- e) in order to detect and/or prevent any illegal activity that may threaten the Event or Nuku Ora;
- f) where necessary for the establishment, exercise, or defence of legal claims. Nuku Ora may also use my personal information where necessary for the purposes of obtaining or maintaining insurance, managing risks and/or obtaining professional advice; and
- g) in order to comply with any applicable laws and/or regulations or in order to protect my vital interests or the vital interests of another natural person.

30. I consent to Nuku Ora disclosing the information provided by me:

- a) 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/>
- b) to the official naming right sponsor, Southern Cross Healthcare Limited, which may contact me for future marketing and promotional purposes;
- c) to Brendan Foot Supersite for the Win A Car promotion and who may also contact me for future marketing and promotional purposes. Please see separate Terms and Conditions in clause 39.
- d) if I opt-in, to Asics which may contact me for future marketing and promotional purposes.
- e) to one of the affiliated charities to which I offered my \$1 donation (only for adult registration) and/or for which I decided to fundraise through the 'Run for a cause' programme. The Charity Partners are Achilles New Zealand, Cancer Society Wellington and Pause, Breathe, Smile.

- f) if I opt in to fundraising with Grassroots, for Race Roster to provide my registration information with Grassroot, as per Grassrootz Terms and Conditions.
- g) to the relevant category sponsor of the race category I have registered for, which may contact me for future marketing and promotional purposes. The Category Sponsors are as follows: (21km – GO Media, 10km – TBC, 5.5km Fun run & Walk – TBC, 5.5km Buggy Walk – Pak n Save Kilbirnie, 5.5km Active Families TBC).
- h) to medical or emergency response personnel in the event of a personal or medical emergency;
- i) to contractors and suppliers who assist and enable Nuku Ora to use my personal information to support delivery of the Event and related services to me;
- j) to regulators, law enforcement bodies, government agencies, courts or other third parties where it is necessary to comply with any applicable law or regulation, or to exercise, establish or defend Nuku Ora's legal rights;
- k) where the disclosure is otherwise required by law or in order to protect my vital interests or the vital interests of another natural person.

31. I understand I have the right of access to such information, and to correct it by applying in writing to the Privacy Officer, Nuku Ora, Level 1, 223 Thorndon Quay, Wellington. These rights are subject to certain limitations and exceptions as set out in the Privacy Act.

32. 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).

Age Declaration

33. I certify that I am 18 years or older, or that I am the parent/legal guardian of the 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

34. 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, an outbreak of Covid-19 or other communicable disease, natural disaster, acts of war, terrorism and/or similar major event beyond our control. Reasons associated to cancellation of the Event are eligible if Nuku Ora is unable to safely deliver the Event on the proposed date.

35. In the event of cancellation Nuku Ora will endeavour to reschedule the Event to a later date in 2024, with all registrations being automatically transferred. If the Event cannot be rescheduled, Nuku Ora will endeavour to organise an 'alternative delivery' of the Event. If an alternative delivery

is not possible and the Event is cancelled, this will be communicated to the participants as soon as practicably possible.

36. If the Event is cancelled, or in the case of an 'alternative delivery', Participants will be given the option to receive a refunded percentage of their Event entry fee determined by the date of cancellation as follows:

- If the Event is cancelled between 3rd November 2023 and 31st December 2023 participants will receive a 50% refund of their Event entry fee.
- If the Event is cancelled between 1st January 2024 and 18th February 2024 participants will receive a 25% refund of their Event entry fee.

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

38. 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 in accordance with the above clauses.

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

39. Southern Cross Round the Bays Wellington 2024 - Win-a-Car Prize Draw Terms and Conditions:

- a) The promoter of this prize draw is Nuku Ora, Level 1/223 Thorndon Quay, Thorndon, Wellington (**Promoter**).
- b) The prize is a 2023 Standard GWM Ora, black and white, with approx. 300km odometer mileage, including the balance of GWM's 5-year / 150,000 km new car warranty and 8-year unlimited km battery warranty (**Prize**). The Prize is supplied by Brendan Foot Motors Limited trading as Brendan Foot Supersite, 7 Railway Ave, Lower Hutt 5010 (**Brendan Foot Supersite**). The Promoter reserves the right to replace the Prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.
- c) By registering for Southern Cross Round the Bays Wellington 2024 (**Event**) between 5am Friday 3rd November 2023 to 5pm Friday 16th February 2024 you are agreeing to be bound by these terms and conditions and you will automatically be included in the Prize draw.
- d) Only registrations for the Event from people of the age 18 years or over will qualify for the Prize draw. There is a limit of one entry per person.
- e) The Prize draw is not open to employees of the Promoter or Brendan Foot Supersite, or any of their families.
- f) One winner will be randomly drawn by a Promoter representative, under supervision of a Brendan Foot Supersite representative, at 5.15pm on Friday 16th February 2024. The winner will be notified by phone, using the number provided in the Round the Bays registration. If the first drawn person cannot be contacted by 10am Saturday 17th February 2024, then Nuku Ora reserves the right to draw another winner. The confirmed winner will be required to keep their winner status confidential until the presentation on Sunday 18th February 2024.

- g) The winner will be required to be present at the Round the Bays Finishers festival at Kilbirnie Park, Wellington on Sunday 18th February 2024 at approximately 11am to be acknowledged as the winner of the Prize on stage. The winner may nominate someone else to accept the Prize on their behalf. If the winner (or their nominee) is unable or unwilling to accept the Prize on stage, the Promoter may draw another winner. The Prize will remain with Brendan Foot Supersite following the announcement of the winner on stage. Brendan Foot Supersite will then contact the winner to arrange a time to complete the change of ownership documents and provide an induction for the car. The winner is responsible for collecting the car from Brendan Foot Supersite.
- h) By accepting the Prize, the winner agrees to their name, photograph and any footage from the presentation of the Prize being used for publicity purposes in all media by the Promoter and Brendan Foot Supersite, without any remuneration.
- i) The Prize is not redeemable for cash. The Prize is transferable, at the winner's request. Any such request must be made in writing to the Promoter, who will provide that information to Brendan Foot Supersite.
- j) The Promoter's decisions in relation to this Prize draw are final and no correspondence will be entered into.
- k) To the extent permitted by law, the Promoter, Brendan Foot Supersite and any other person or party associated with this Prize draw shall not be liable to the winner in any respect of any loss, damage or injury whatsoever (including, but not limited to, any direct, indirect and/or consequential loss or damage) including personal injury suffered as a result of, or arising in connection with, the Prize draw or winning the Prize.
- l) Personal information provided to the Promoter via Race Roster or otherwise as part of registration for the Event will be processed by the Promoter in accordance with their Privacy Policy and all applicable privacy laws, including the Privacy Act 2020. Please see Nuku Ora's Privacy Policy for further details.
- m) These terms and conditions are governed by New Zealand Law and any dispute arising out of or in connect with them will be subject to the exclusive jurisdiction of the New Zealand courts.