



## **TERMS AND CONDITIONS**

IMPORTANT: READ CAREFULLY AS THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS

### **1. INDEMNITY AND RELEASE**

- a) In consideration of the acceptance (at the organiser's discretion) of my Registration Application Form and fee, I acknowledge that I have read and understood the terms of entry and agree to be bound by the terms of entry.
  - b) I certify that if I am acting as an agent of the competitor who will be participating in the GBRMG and in consideration of the GBRMG Organiser accepting the competitors application to participate in the GBRMG, I have the authority and do grant an indemnity to the Organiser on behalf of the team and/or on behalf of each individual competitor.
2. Except where provided or required by law and as such cannot be excluded, I agree that it is a term of my acceptance of my Registration Application Form and fee (if accepted at the discretion of the organisers) that for myself, my executors, administrators, heirs, next of kin, successors and assigns, hereby:
- a) Waive and release all claims that I may have against the Cairns Regional Council T/A The Great Barrier Reef Masters Games, their officers, agents, directors, members, volunteers, employees, sponsors, stakeholders, Sport, other Accredited Participants (including Accredited Participants and Officials) ("the releasees") involved in the GBRMG and its related activities, including any and all claims, demands or proceedings arising out of my participation in or connection with the GBRMG and its related activities, together with any costs including legal fees that may be incurred as a result of any such claim whether valid or not; and
  - b) Indemnify and hold harmless the releasees and each of them against such claim however or whatsoever that I or my guests or any one or more of my executors, administrators, heirs, next of kin, successors or assigns may have or assert and against any costs including legal fees with respect to such claims.
3. **ACCEPTANCE AND TIMEFRAMES** – I will abide by the designated deadlines as stipulated in this Registration Application System and accept that should I not do so, my application for entry into the GBRMG may not be accepted. I will abide by the Event rules, as varied from time to time and will abide by directions given by Event officials.

4. **OVERSEAS COMPETITORS** – Payment for overseas participants will be in Australian (AUD) dollars only.
5. **FITNESS TO ENTER** – I am in sound physical condition and health, making me capable of competing in the number and type of events for which I have registered.
6. **INJURY PROCEDURES** – If I sustain an injury or illness whilst participating in the GBRMG, I authorise the appointed Medical Staff to perform and administer emergency medical attention as they deem necessary. I agree to receive and pay for medical treatments including transport by ambulance, which is considered by the Medical Staff or Organisers to be advisable and which is provided to me at the request or direction of the Medical Staff or Organisers before, during or after the Event. I take responsibility for advising the Sport at each venue where I compete of any allergies, medication or pre-existing conditions that may have an effect on decisions medical personnel may make in determining appropriate treatment for me.
7. **RULES** – I will at all times participate in the GBRMG upon the principle of fair play, sportsmanship and participation rather than competition. I will abide by the rules and regulations as set down by the GBRMG and by the Sport organising the event in which I have applied for entry. I will observe all written and verbal instructions given by authorised personnel and/or Sports officials. I agree that failure to comply with the designated rules may result in my disqualification from the Event with no right to a refund and that I am responsible for any actions resulting from my failure to observe the rules and regulations.
8. **SUSPENSIONS** – I accept that if I am, or become subject to any suspension or ban imposed by Sport in which I am entering, I will make this information known to the GBRMG and Sport. I accept that my application for entry may be cancelled as a result of a suspension.
9. **DRUGS POLICY** – I agree with the GBRMG policy of condemning the use of classified substances for the purpose of performance enhancements. The GBRMG recognises that some classified substances may be medically prescribed and that the use of these substances may be permitted on the supply of suitable medical evidence. I support the GBRMG application of the Australian Sports Anti-Doping Authority guidelines on this issue ([www.asada.gov.au](http://www.asada.gov.au)).
10. **AGE POLICY** – I acknowledge I will have reached the minimum age by the date as stipulated by Sport whether an Athlete, Supporter or Non-playing Official. Any variation to this condition must be approved in writing by the GBRMG and the relevant Sport before I can participate in any event. Furthermore, I accept that I will be required to provide photo identification and proof of age when checking in and obtaining official accreditation for the GBRMG. Failure to produce evidence of my age when requested to do so by the Organiser or the Sport may result in my disqualification from the sport and/or the event.
11. **ACCREDITATION** – I understand I am required to check in personally at the Games Event Hub with photo ID to obtain my official accreditation and Games pack before competing in any sport. Official accreditation will be required to access the Games Events and Social Hub.
12. **PROMOTIONAL MATERIAL** - I consent to the publication and/or use in any form of media whatsoever of my name, image, voice, results, statements or otherwise, without payment or compensation and agree that I will reasonably expect to receive marketing material, such as SMS, email and entry forms, from the GBRMG Organiser regarding its events.
13. **GREAT BARRIER REEF MASTERS GAMES AND SPORT NAME, LOGOS AND SLOGANS** – I agree that I will not make, encourage or support unauthorised reproductions of either the

GBRMG or Sport logo, slogan or name in any form without the prior written permission of the GBRMG and accept that to do so may be in breach of Copyright and the Trade Practices Act.

#### 14. FEES

- a) Registration fees and sport fees must be received in full before your application for registration will be confirmed
- b) All fees are payable in Australian dollars via the methods prescribed on the Event website [www.gbrmg.com.au](http://www.gbrmg.com.au)
- c) Full details of fee inclusions can be found on the Event website
- d) Fees do not include any form of insurance, including any medical or travel insurance
- e) The registration fee is inclusive of GST
- f) Payments are made using the online GBRMG BPOINT facility
- g) Participants agree to pay any fees or charges incurred by the Organiser for dishonoured payments relating the Participant's entry

#### 15. REFUND POLICY

- a) Once I receive confirmation of my registration, refunds are not eligible unless on the following basis:
  - i. I am a participant who notified the Games of my intention to withdraw due to sickness or injury and provided a medical certificate that supports the official refund request;
  - ii. I am a participant whose Registration was received after the maximum number of participants was reached in the Sport due to competition and/or venue restrictions or the event in which I have applied was cancelled;
  - iii. The event as a whole or all sport for which I have registered are cancelled by the Organiser (in each case, except in the case of a Force Majeure Event);
  - iv. I am a Participant who is registered for multiple sports, and one sport or some (but not all) sports for which I have registered are cancelled by the Organiser (except in the case of a Force Majeure Event), therefore I am entitled to a refund of the sport fee for each cancelled sport; or
  - v. I am a participant in a team sport wanting to transfer the rate of a full paid registration to a new Participant for the sole purpose of replacing me;
  - vi. My travel is affected by government COVID-19 restrictions on movement into the Cairns local government area on the dates of competition, in this case a refund may be requested along with supporting documentation.
- b) I accept that a \$20 administration fee will be charged from the 1 April 2023 for any entrant fully withdrawing from the Games.
- c) I agree that to be eligible for a refund of any nature the Refund Request Form on the Event website [www.gbrmg.com.au](http://www.gbrmg.com.au) must be completed and submitted to the GBRMG email address [gbrmasters@cairns.qld.gov.au](mailto:gbrmasters@cairns.qld.gov.au), including any required supporting documentation prior to 30 April 2023. Refund requests submitted after 30 April 2023 will not be accepted.
- d) I acknowledge that I am not (and no other person is) entitled to a refund or credit of any nature in relation to the entry fee(s) I have paid (for myself or another person), for any reason whatsoever, or in any circumstances, unless and to the extent that the Organiser is required to provide a refund or payment at law. I acknowledge that the Organiser is entitled to deduct administrative, legal, operational and other costs from any amount (if any) I would be entitled to receive by way of refund (if payable at law).
- e) It is the Participants' responsibility to secure private travel and medical insurance to cover any liabilities associated with their travel and accommodation in relation to attending or participating in the Event, and to ensure that they have secured the necessary visa or entry requirements to Australia.

- f) In the case of the death of a Participant prior to the commencement of the Event or the Participant's chosen sport, a full refund will be issued upon receipt of the official Refund Request form with a copy of relevant documentation.
- g) Refunds will only be issued after the Event.

16. **BANK FEES AND CHARGES** – I accept that should the GBRMG be charged any fees by their financial institution as a result of a dishonoured payment, I will be responsible for any such fees and will be ineligible to participate in the GBRMG until such time as those fees are paid.

17. **SPORTS AND PERSONAL INJURY INSURANCE** - I acknowledge and accept that no Sports/Personal Injury Insurance is included in the Games Fee, and that it is my responsibility to ensure that I am covered by such policy if I desire. The GBRMG recommends that I should in my own interests, seek and obtain my own medical/sports/personal/injury/ personal public liability insurance, personal accident insurance (including for death or permanent incapacity and income protection) and/or insurance specific to my circumstances in respect of my participation in the GBRMG and its related activities.

18. **PRIVACY LEGISLATION** – I consent to my details being disclosed to parties necessary in the conduct of the event (including Sports), medical officials during treatment and official charities for purposes of issuing Tax Invoices.

19. **DISCLAIMER** - I will not hold the Organisers or any Sport liable for any damage in respect of any claim in relation to any event or function being held as part of, or in conjunction with the Games.

20. **GENERAL CONDITIONS** –

- a) I hereby acknowledge that I have sole responsibility for my personal possessions and any related sporting equipment during the course of the GBRMG.
- b) If I am in breach of the terms of entry I agree to recompense the appropriate party for all loss and damage (including legal fees) arising out of such breach, including any damage to the party's reputation.
- c) I attest and verify that I am physically fit and have sufficiently trained for the GBRMG and its related activities and that I have not been advised by a qualified medical practitioner not to participate in the GBRMG. I acknowledge that participating in the GBRMG (and related entries) may involve a real risk of serious injury or even death from various causes including but not limited to over exertion, dehydration and accidents with other participants. I voluntarily assume all risks associated with my participation in the GBRMG or any activity associated with it.