

Event Entry Terms and Conditions

DC BATMAN™ RUN

Saturday September 21, 2019

1. Entry into "DC Batman™ Run", a fun run/walk event consisting of a 5km event ("Event"), to be hosted on Saturday September 21, 2019 ("Event Day") by Event Management Solutions Australia ("Event Organiser") is deemed acceptance of these entry terms.
2. The Event is managed by Event Management Solutions Australia Pty Limited ABN 15 156 444 496 (the "Event Manager"). They act on behalf of the "Event Organiser" to provide event services.
3. Entries close:
 - a. online at www.registernow.com.au on Friday September 20, 2019 at 05:00pm;
 - b. in person at the Race Office on Saturday September 21, 2019 at 03:00pm; and
4. All entrants must complete and submit an online entry form and pay the applicable entry fee at time of entering and wear at all times during the Event the official 2019 race number accepted and registered by the Event Organiser.
5. Entry is not transferable and is only valid for the person whose name and address details are listed in the entry form. All entrants acknowledge any attempt to transfer an entry or allow another person to participate in the Event under the entrant's name without the Event Organiser's knowledge may void any applicable insurance and the entrant will be disqualified from the event.
6. Only 5000 entrants will be accepted for participation in the Event on event day Saturday September 21, 2019. Once this number is exhausted entries will close and any entries received after this time will not be able to be processed and will be notified by Event Organiser.
7. Each entrant acknowledges insurance may be in place that may provide limited cover to entrants while they are participating in the Event. Entrants understand this insurance will not cover them for all personal injuries, death and/or damage sustained during the Event. Entrants also acknowledge they may be able to, in their own interests and at their own expense, seek and obtain personal insurance in addition to any cover provided by the Event Organiser.
8. To qualify as a finisher in the Event, entrants must assemble behind the designated start line, await official start, and then finish the course along the exact route listed on the website www.emsaustralia.net.au. Entry into the course prior to the official start will result in disqualification.
9. Each entrant acknowledges participation in the Event can be inherently dangerous and they are exposed to certain risks during the Event, including personal injury, death and/or property damage/property loss resulting from their participation, including, overexertion, equipment failure, dehydration, serious accidents and course and weather conditions.
10. Each entrant acknowledges they will be, at the time of the Event, medically and physically fit for the Event and unaware of any illness, injury or any other physical disability or impairment which may cause personal injury, death and/or property damage to them or anyone else while participating in the Event.
11. Each entrant will provide via the online entry form or otherwise, details of any medical or physical condition that may affect their performance or be relevant if medical treatment is needed. Each entrant accepts all risks of participating despite their medical and/or physical condition and forever releases and indemnifies to the fullest extent permitted by law the Event Organiser, the Event Manager, the Event Sponsor or any other Event sponsors, Event volunteers; the owners, licensees and occupiers of land upon which any part of the Event is conducted; any statutory body or local authority having control over any land upon which any part of the Event is conducted; their related bodies corporate and their officers, employees, members and/or contractors and any other person from and against all claims, loss

(including consequential loss) and/or costs (including legal costs), whether or not legal proceedings are instituted, irrespective of the means, manner and/or nature of any settlement or determination arising directly and/or indirectly out of, and/or in connection with, the entrant's participation in the Event, including any Event competitions and/or prize draws.

12.If the release and indemnity provisions as stated in clause 12 are determined to be void, each entrant forever releases and indemnifies the Event Organiser, the Event Manager, the Event Sponsor or any other Event sponsors, Event volunteers; the owners, licensees and occupiers of land upon which any part of the Event is conducted; any statutory body or local authority having control over any land upon which any part of the Event is conducted; their related bodies corporate and their officers, employees, members and/or contractors against all death or personal injury claims arising out of the entrant's participation in the Event.

13.Each entrant consents to receiving any medical treatment, including ambulance transportation, the Event Organiser considers desirable during or after the Event. In the event of an emergency, the entrant authorizes their personal details to be shared with appropriate parties, including, but not limited to, the Event Organiser, Event Manager, medical staff and the entrant's Emergency Contact. The Event Organiser and/or Event Manager has the right to contact the entrant or their listed Emergency Contact as they consider necessary or desirable during or after the Event.

14.Each entrant acknowledges it is their responsibility to ensure they are appropriately hydrated while participating in the Event.

15.Each entrant acknowledges their entry fee is not refundable.

16.Should an entrant not compete for any reason or the Event is cancelled or changed by the Event Organiser due to reasons beyond the reasonable control of the Event Organiser such as bad weather or for safety reasons entry fee is not refundable

17.Each entrant acknowledges that they have sole responsibility for their personal possessions and athletic equipment during the Event and related activities. The Event Organiser and the Event Sponsor are not liable for any damaged/lost goods.

18.All entrants must wear their 2019 official race number – without this race number you will not be allowed to start the Event.

19.Each entrant consents to, without being compensated in any way, the publication and/or use in any form of media and marketing whatsoever by the Event Organiser, Event Manager or the Event Sponsor or any other Event sponsors, of their name, image, voice, race number, statements, and photographs and films of them taken by the Event Organiser or its contractors, in any context pertaining to the Event or otherwise before, during or after the Event for advertising, promotions or otherwise. Event organisers do not take any responsibility for the information that search engine's store.

20.The official race office will be opened from Saturday 21 September 2019 from 03:00pm until race start.

21.Entrants running with strollers can register but must start at the back.

22.If an entrant is under 18 years of age, a parent or guardian must accept and agree to the terms in the waiver for their child/children/subjects. The parent/guardian is also responsible for the health and safety of their child/children/subjects of guardianship competing in the Event at all times.

23.Entrants will only be permitted to walk or run unassisted, without the aid or use of prohibited items such as bikes, skateboards, rip sticks, rollerblades or similar items when competing in the Event, with the exception of entrants in strollers, wheelchairs or similar devices.

24.Pets, except guide dogs, are not permitted. Participants who have assistance animals, excluding guide dogs, are required to contact the Event Organisers.

25.Strollers, wheelchairs and similar devices must have appropriate safety restraints and meet Australian Safety Standards.

26.To meet the road closure re-opening schedule, Event course cut off times will apply. To ensure the safety of all entrants, any entrant who is unable to meet the Event course cut off times will not be permitted to remain on the roadway. These entrants will be requested to board the official support buses to escort them to the finish site.

27.All entrants acknowledge they will abide by any reasonable directions issued by the Event Organiser, Event Manager and the Police.

28.All entrants acknowledge that the Event Organiser or the Event Manager may remove the entrant from the Event area and/or exclude the entrant from participation in the Event:

- a. if the entrant's behaviour is inappropriate, offensive, or abusive;
- b. to prevent damage to any property;
- c. on medical or health and safety grounds (including to prevent possible harm or injury to the entrant or any other person), or (b) to prevent or arrest any form of unauthorised marketing, including ambush marketing.

29.The Event Organiser may collect personal information about entrants, including the information they provide upon entry. The Event Organiser collects this information for the purpose of processing entries, providing services to entrants, providing entrants with information about other services the Event Organiser offers that may be of interest to entrants ("Secondary Purposes"), facilitating the Event Organiser's internal business operations, including the fulfillment of any legal requirements, and analysing the Event Organiser's services and customer needs with a view to developing new and/or improved services.

30.At any time entrants may notify the Event Organiser they do not want the Event Organiser to use their personal information for Secondary Purposes by contacting the Event Organiser by any of the following methods: Email info@emsaustralia.net.au Mail: Event Management Solutions Australia, PO Box 4670 Loganholme QLD 4129. Please allow a reasonable time for your preference to be implemented.

31.The entrant acknowledges the Event Organiser will be entering his or her personal details contained on the entry form into a database which will be used for the administration of the event, including to email and SMS event information to them if they have provided an email and/or mobile phone number. Unless otherwise indicated by entrant on this entry form.

32.If the personal information entrants provide to the Event Owner or Event Organiser is incomplete and/or inaccurate, the Event Organiser may be unable to process their entry and/or be unable to provide entrants with the services they are seeking.

33.Entrants may access the personal information the Event Organiser holds about them in accordance with the Event Organiser's privacy policy.

34.The entry fees for the Event are:

- a. Individual entry \$49.00 (inc GST)
- b. Family entry Child \$20.00 (inc GST)
- c. Family entry Adult \$59.00 (inc GST)
- d. Late entry additional \$25.00 on existing prices (inc GST)

Yes I have read, understood and accept the entry terms to the 2019 Event.