

2024 NIKE MELBOURNE MARATHON FESTIVAL TERMS & CONDITIONS

In consideration of and as a condition of acceptance of entry in the **2024 NIKE MELBOURNE MARATHON FESTIVAL** Marathon (42.195km) race, Half Marathon (21.1km) race, 10km Run, 5km Run, 3km Walk and/or Wheelchair Marathon (42.195km) race, (each, a “**Race Category**” and collectively, the “**Event**”) on Sunday, 13 October 2024, I acknowledge and agree with the following:

1. A legally binding agreement between the Event organisers, International Management Group of America Pty Limited (“**IMG**”) and the intending participant (“**I/me**”) will be deemed to have commenced on acceptance in writing by IMG of my application to compete in the Event.
2. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough (including mentally healthy enough) to safely participate in the Event and to seek any and all required medical advice, recommendations, and clearances prior to arriving at and participating in the Event, if and as applicable. I hereby represent that: (a) I am (and, at the time of the Event, will be) in good health and in proper physical and mental condition to participate in the Event; (b) I am not (and, at the time of the Event, will not be) under the influence of a banned substance(s), alcohol or any prescription drugs that would in any way impair my ability to safely participate in the Event; and (c) I have sufficiently trained for the Event and to the best of my knowledge, I am not suffering from a condition, illness, injury or other physical disability or impairment that may prevent and/or render me unfit to participate in the Event.
3. I agree to follow all directions and take any and all precautions set forth or recommended by IMG and its representatives, and I will comply with all applicable laws, rules, regulations, policies, regulatory authorities and/or medical professionals in relation to the Event. I consent to receive such medical aid or treatment that may be deemed advisable by Event medical and paramedical personnel in the event of my injury, accident and/or illness during, or after the Event. I accept all responsibility for travel and medical insurance and for payment and/or reimbursement of medical/surgical expenses incurred by me as a result of my participation in the Event.
4. I understand that there is a time limit in which I am required to complete the Event. I will provide evidence of my ability to complete the course in the specified time limit, if requested by IMG. If, during the conduct of the Event, an Event official directs my withdrawal because I am likely to be unable to reach the cut-off marks within the advertised time limit or complete the Event within the advertised time limit, I undertake to comply with this direction. In these circumstances I will voluntarily remove myself from the course without liability to IMG and agree to be transported to the finish area.
5. I understand that IMG reserves the right to refuse my application to register for any Race Category making up the Event at any time for capacity/field limit, safety, insurance or any other reason. I understand that IMG may refuse to allow me to participate or continue participating in the Event for any reason at all, including (without limitation) if I breach (or am reasonably suspected of breaching) these Terms and Conditions or if in the reasonable opinion of IMG it is necessary for my safety or the safety of others.
6. If competing in the Marathon race (as part of the Event), I will be 18 years or older on the day of the Event. If competing in the Half Marathon race (as part of the Event), I will be 16 years or older on the day of the Event. All children (under the age of 13 years on the day of the Event) must be

accompanied by an adult in the 10km Race, 5km Race and 3km Walk (as part of the Event) on the day of the Event.

7. I undertake to comply with all applicable regulations, by laws and rules of Sport Integrity Australia (“SIA”) and Athletics Australia (“AA”) and any other relevant authority or body in relation to the Event and will comply with all reasonable directions and decisions of the officials and other representatives of SIA, AA and IMG. I have not knowingly used any substance for the purpose of enhancing my performance at the Event and will not use any substances prohibited by the rules of SIA, AA or any other relevant authority or body. If applicable, I will check with my physician to ensure medication that I am taking is not a prohibited substance.
8. I understand that participation in the Event (including, without limitation, transportation to and from the Event venue) involves risks and dangers which include, without limitation, the potential for minor and/or serious bodily injury, permanent disability, paralysis and death or mental trauma; loss or damage of property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles (including drones or unmanned air vehicles (“UAVs”)) or other natural or manmade objects; dangers arising from adverse weather conditions (e.g. wind, rain, heat, sun exposure, etc.); imperfect course conditions; natural and manmade water, road and surface hazards; animals, living creatures and other organisms; equipment failure; inadequate safety measures; participants of varying skill levels; medical or emergency aid (or lack thereof); situations and circumstances beyond the immediate control of IMG; the inherent risk of contracting illness(es) including, without limitation, the virus and respiratory illness known as COVID-19 or any associated strain, variety or mutation of that virus or illness (“COVID”) which may exist anywhere people gather and are present, including the Event, becoming a carrier of COVID, and/or experiencing any resulting harm(s) including, without limitation, death, fever, weight loss, irreversible pulmonary respiratory and/or neurological system damage, mental or emotional distress, temporary or permanent disability, loss of income, loss of employment, loss of financial or other opportunities, medical expenses (which may or may not be covered by insurance), cleaning expenses, mandatory self-quarantine, loss of licenses and similar approvals by any regulatory or self-regulatory body, investigation and/or prosecution by civil, criminal or other regulatory authorities and other harms and lost opportunities, whether economic, reputational or otherwise (collectively, the “Harms”); other undefined harm or damage which may not be readily foreseeable; and any other presently unknown risks and dangers (collectively, the “Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, and/or the acts, inaction or negligence of the Released Parties (defined below), and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expense which I incur as a result of or in connection with my entry into and participation in the Event. If I observe any Risks during my presence at, participation in, and/or attendance of, the Event or any portion thereof, I will immediately notify the nearest official and/or personnel of IMG and use best efforts to remove myself from exposure to the same (to the extent possible given the nature and scope of the Event and each portion thereof).
9. I release IMG AND THE RELEASED PARTIES (and their directors, officers, employees, volunteers, sponsors, contractors and agents) from any liability (to the extent permitted by law) for any loss, injury, damage of any description whatsoever suffered in relation to my attendance and participation at the Event, however so caused, and I indemnify them against all liability arising as a result of or in connection with my attendance and participation in the Event including, without limitation, any loss of personal property and the Risks (including those pertaining to COVID and/or any resulting Harm(s)). Individually and collectively, the “Released Parties” are: IMG and its affiliated entities, race directors,

emergency aid or medical personnel, sponsors, licensors, vendors, suppliers, contractors, and advertisers; local organizing committees, volunteers; the venues and property (and rights) owners on which the Event takes place; public entities providing support for the Event; and each of their respective parents, subsidiaries and affiliated and/or associated companies, officers, directors, partners, shareholders, members, managers, representatives, agents, contractors, and employees.

10. In connection with the Event, I agree not to mislead IMG, obtain an advantage by deception or otherwise act dishonestly. When participating in the Event, I agree to follow the official Race Category course, observe normal traffic rules and obey all directions and instructions given by IMG and its representatives. I understand that IMG reserves the right to alter the course, start times and/or Event format, including changing the distance of the course due to any unforeseen circumstances. Such alterations may be due to the direction of councils, police or other organisations that are associated with the Event.
11. I acknowledge that I may not participate in the Event with or using roller skates, roller blades, skateboards, bicycles, scooters, dogs/animals or any non-traditional form of running shoe. UAVs are prohibited at or around the Event. I acknowledge that I am responsible for all property I bring to the Event and understand that IMG does not accept responsibility for any loss or damage to this property.
12. I acknowledge that whilst gender nomination provides no barrier to participating in the Event and receiving official race results, Event and category awards and any associated prize money are currently only available if I nominate my gender as male or female, and nomination as non-binary or any alternate gender term may affect how my race results are categorised on filtered results tables and leaderboards.
13. I grant IMG and the sponsors, contractors and suppliers engaged by IMG in connection with the Event a royalty free right for use in perpetuity, to use and allow the use of my name, image, voice, likeness, photograph, interview and statement in broadcasts, telecasts, webcasts, media press materials, promotional materials, select merchandise and otherwise in connection with the Event. I acknowledge that the official Event results list, published publicly, will display my name, corresponding Event number, age category, nominated gender and finish time. I acknowledge that these details may be used by IMG and/or Event sponsor(s) to verify Event participation data. I acknowledge that the official Event App may display my location on Event day as I complete the Event course.
14. I understand and acknowledge that IMG will use an electronic timing chip device for timing me in the Event and this will entail the issuing and wearing of the race bib and the timing chip device (on the chest area) by me at all times during the Event. I understand that the timing chip device is attached to the rear of the race bib (under what looks like a label) and if it is tampered with, such as it being removed or pulled out, the timing chip device may not function correctly or work at all. I understand that the replacement fee for my timing chip device is \$20, and I agree to pay IMG the replacement fee at the event race week office located at the MCG ("**Event Race Week Office**") prior to the commencement of the Event when I collect my replacement race bib and timing chip device if, in the reasonable opinion of IMG, my original timing chip device has been or appears to have been damaged as a result of tampering. I understand that if I am participating in the 3km Walk no timing chip will be attached to my race bib as the 3km Walk is not timed.
15. I understand that my entry in the Event is non-transferable and I understand that passing on my race bib and/or timing chip device to a third party to participate in the Event in my place is prohibited. I understand that IMG predominantly imposes this requirement for safety reasons as IMG needs to

have accurate information about all participants in the Event so as to properly assist all Event participants in the case of a medical emergency or for other similar reasoning. I consent to identity verification checks, background security checks and any other reasonable security checks (which may include inspecting my personal property) being conducted on me prior to my entry into and departure from any official Event sites.

16. Mail out of Event race bibs will begin once this option has been exhausted. Latest expected arrival, notwithstanding supply chain issues, may be around September 2024. I acknowledge that if I enter the Event after this option has exhausted or I am an international participant, I will be required to collect my race bib from the Event Race Week Office between Thursday, 10 October 2024 and Saturday, 12 October 2024.
17. Priority mail out of Event race bibs will begin after this option has been exhausted. Latest expected arrival, notwithstanding supply chain issues, may be around September 2024. I acknowledge if I do not purchase priority postage, or I am an international participant, I will be required to collect my race bib from the Event Race Week Office located at the MCG between Thursday, 10 October and Saturday, 12 October 2024.
18. If after I have entered the Event I wish to change Race Categories, I can make changes only as follows:
 - (a) Race Category changes are strictly limited by the maximum capacity for each Race Category and are not guaranteed.
 - (b) Until 11:59pm on Friday, 11 October 2024, I may change to a Race Category with capacity by logging into the 'My Events Portal' in the registration platform and selecting 'Category Change'.
 - (c) From 12:00am on Saturday, 12 October 2024 onwards, I may change to a Race Category with capacity only by attending the Event Race Week Office. No changes to Race Categories will be permitted after the Event Race Week Office has closed on Saturday, 12 October 2024.
 - (d) I may only change to a sold out Race Category by signing up to the Official Waitlist via the registration platform on the Event website until 11:59pm on Tuesday, 1 October 2024. Persons on the Official Waitlist are not guaranteed acceptance into a sold out Race Category. I will be contacted by IMG if I am accepted into a sold out Race Category.
 - (e) If I am accepted into another Race Category, I acknowledge that a \$10 category change transfer fee will apply. If I change into a Race Category with an entry fee of greater value, I acknowledge that I will be required to pay an additional fee equal to the difference between the entry fee I originally paid and the current entry fee of the alternative Race Category. If I change to a Race Category with an entry fee of lesser value, I will not be entitled to a refund for the difference.
 - (f) If I have received my original Race Category bib in the mail, it is my responsibility to swap my bib to the correct Race Category bib at the Event Race Week Office during opening hours between Thursday, 10 October 2024 and Saturday, 13 October 2024. Failure to do so will result in my race time not being recorded.
19. If after I have entered the Event I wish to withdraw from the Event, I can do so only as follows:
 - (a) Up until 11:59pm on Monday, 5 August 2024, I may withdraw from the Event by completing the withdrawal form on the Event website. I acknowledge that I will receive a refund of my Event entry fee (or part thereof) that I have paid less an admin fee of \$30 or \$15 (depending on Race Category).
 - (b) From 12:00am on Tuesday, 6 August 2024 until 11:59pm [insert date] I may withdraw from the Event in accordance with the terms of the **Waitlist Withdrawal** process on the Event Website for sold out Race Categories. I may register for the Waitlist Withdrawal process by completing the

withdrawal form on the Event website. I acknowledge that I will receive a refund of my Event entry fee (or part thereof) that I have paid less an admin fee of \$40 or \$25 (depending on Race Category), only if a person on the Official Waitlist has agreed to acquire my registration through the Waitlist Withdrawal process. I will be contacted by IMG if a person on the Official Waitlist has agreed to acquire my registration through the Waitlist Withdrawal process.

- (c) I acknowledge that if I submit a withdrawal request after the withdrawal process is closed, I will not receive any refund of my Event entry fee (unless I have purchased ticket protection as referred to below in paragraph 21(d)).

20. I may elect to opt in for the first round of the payment plan option for the Event entry fee (**Payment Plan**) before Monday, 24 April 2024. The second round of payment plans will become available on the Thursday 27 July 2024 and will end on Wednesday 30 August. If I opt in for the Payment Plan, I agree to pay the Event entry fee to IMG as follows: (i) fifty per cent (50%) of the Event entry fee payable at the time of registration for the Event; and (ii) fifty per cent (50%) of the Event entry fee payable no later than four (4) weeks after the date of registration for the Event, which will be automatically billed using the same payment method I used for the payment in sub-paragraph (i). I acknowledge that if I fail to pay the Event entry fee or any part of it in accordance with these Terms and Conditions, IMG is entitled to immediately cancel my registration for the Event by written notice to me and I shall forfeit: (i) any right to participate in the Event; and (ii) any part of the Event entry fee previously paid.

21. Without limiting any non-excludable rights or remedies which I may have under the Australian Consumer Law, I acknowledge that my Event entry fee is strictly non-refundable except as set out in these Terms and Conditions and/or as required by law:

- (a) (i) IMG reserves the right to alter the Event, including (but not limited to) changing the start time, venue or format of the Event. In the event of such a change, I will be notified with as much notice as reasonably practicable. No refund in whole or in part of my Event entry fee shall be provided for any such alteration or change to the Event. (ii) IMG reserves the right to re-schedule the Event to another date, in which case my Event entry will be valid for the new date. If I am unable to attend the rescheduled Event, I will have a reasonable time (to be advised by IMG) to rollover and credit my registration and Event entry fee to the 2025 Event or obtain a refund of my Event entry fee. (iii) IMG reserves the right to cancel the Event for any reason, including (but not limited to) circumstances beyond its reasonable control. Other than where the Event is cancelled due to COVID or Government Directives (as provided in sub-paragraph (c) below), in the event of cancellation of the Event in its entirety, I will be eligible to rollover and credit my registration and Event entry fee to the 2025 Event or receive a refund of my Event entry fee.
- (b) I acknowledge that the Event may be scheduled during a time at which the pandemic and/or public health emergency arising from COVID or a state of emergency, one or more State or Commonwealth Government directions, regulations or laws, including directions regarding the number of persons who are permitted to attend the Event (“Government Directive”) may impact on IMG’s ability to hold the Event. If IMG is required or decides to cancel or postpone the Event because of COVID or a Government Directive, I agree that (notwithstanding any other provision of these Terms and Conditions) my registration and Event entry fee will be automatically rolled over and credited to the 2025 Event and I will not be entitled to receive a refund of my Event entry fee.
- (c) Other than as specifically set out in this paragraph 30 and without limiting any non-excludable rights or remedies which I may have under the Australian Consumer Law, IMG will not be liable to me or any third party for any loss or damage (including indirect or consequential loss or damage)

suffered as a result of or arising from or in any way connected to cancellation, postponement, re-scheduling, relocation or change to the Event or any part thereof (including any travel or accommodation expenses) and all of IMG's liability is limited to the amount for which the ticket was purchased.

- (d) Ticket Protection: There is also an option to purchase ticket protection at point of purchase which provides for refunds of ticket purchase price in certain circumstances. For more information <https://refund.active.com/terms-and-conditions/termsandconditions-au.htm>.

22. I understand that my entrant details are collected by IMG for the purpose of conducting the Event and associated events, including but not limited to identifying participants in the Event, recording results, communicating with me and other participants about the Event and other associated events and to assist IMG in improving and marketing its goods and services. I understand that by supplying IMG with my e-mail address and contact details I agree to receive regular updates from IMG in order to stay informed about the Event.
23. IMG is part of the Endeavor group of companies. I acknowledge that information collected on the entry form submitted by me and relating to me may be shared with other Endeavor companies (overseas companies in the USA, Europe and Asia), database managers and other organisers of the Event. I understand that my personal information is being collected by IMG in compliance with the regulations set out in the Privacy Act 1988, as amended ("**Privacy Act**"), and the Australian Privacy Principles for the purpose of conducting and facilitating my participation in the Event. I understand that if I choose not to share certain personal information that my application may be rejected in IMG's discretion. I understand that if I wish, I am able to access, change and update information IMG has about me at any time by contacting IMG, subject to the terms of the Privacy Act. I understand that IMG will endeavour to respond to my request within 30 days, that IMG may be contacted during normal working hours on (02) 9285 8000 and that IMG is happy to send to me a full copy of the Privacy Policy (linked here: <https://melbournemarathon.com.au/privacy-policy/>) should I require more information. I acknowledge that the Privacy Policy also contains information about how I may complain about how my personal information is handled, used and disclosed. I agree to the sharing of my personal information with IMG and its insurers in relation to any incident or personal illness that has a reasonable and direct relation to the Event. Personal information will be treated in accordance with the preference I indicate in the 'privacy statement' section of the entry process.
24. I understand that as a parent or guardian for a participant in the Event (if applicable), I agree to the above for myself and on behalf of my dependant. In consideration of IMG agreeing at my request to accept the entry of a minor race participant I further agree for myself, the participant, their heirs, executors and administrators to indemnify and keep indemnified IMG (and their directors, officers, employees, volunteers, sponsors, contractors and agents) against all actions, suits, claims, proceedings, demands, cost, expenses, liabilities or judgements which the participant and/or I may have in respect of any death, injury, damage or loss sustained by the participant as the result of the participant's participation in the Event. I affirm that I have full authority on behalf of all living parents and/or guardians to accept these Terms and Conditions (including providing the above indemnity) for an on behalf of the participant, and that this provision may be pleaded as a bar to any action claim demand suit or legal proceedings.
25. I acknowledge that third party providers shall or may provide goods and services to Event participants in relation to the Event ("**Third Party Providers**"). I acknowledge that in purchasing any goods or services from any Third Party Provider I am entering into an agreement with that Third Party Provider

(and not with IMG) and in the event of non-fulfilment of any goods or services, all my rights to take action are against that Third Party Provider (and not against IMG). I agree and acknowledge that I will comply with any separate terms and conditions set by any Third Party Provider in respect of the purchase of any such goods and/or services. Such Third Party Providers may include (without limitation) the following:

- (a) A third party photography agency shall collect images and vision of participants throughout the Event. If I opt in to purchase a photography package as part of my registration for the Event, my personal details including email address will be shared with the third party photography agency for the purposes of fulfilling this purchase. Images and vision from the Event will be hosted and displayed on the third party photography agency's platform and are accessible and available for purchase by the general public. In the event that I do not participate in the Event, I acknowledge that the photography package is non-refundable.
- (b) I acknowledge that a third party merchandise provider shall provide Event merchandise and if I opt in to purchase merchandise as part of my registration for the Event, my personal details including name, email and shipping address may be shared with that provider for the purposes of fulfilling the shipping and/or collection requirements for that merchandise purchase. In the event that I withdraw from the Event, opt not to participate in the Event, or the Event is cancelled or postponed, I acknowledge that merchandise purchases are non-refundable.
- (c) MiTime Group Pty Ltd shall create personalized timing results tabs for official race medals and if I opt in to purchase a MiTime as part of my registration for the Event, my personal details including name, timing result, email and shipping address will be shared with that provider for the purposes of fulfilling the shipping and/or collection requirements for that purchase. In the event that I opt not to participate in the Event, I acknowledge that MiTime purchases are non-refundable.

- 26. I certify that I am 16 years or older or that I am the parent/legal guardian of a participant who is under the age of 16 years, and I have read this document and fully understand it. Where I am a parent or legal guardian of a participant, I agree to these Terms and Conditions for and on behalf of the participant.
- 27. I understand that these terms and conditions shall be construed according to the laws of the State of Victoria, Australia.
- 28. I acknowledge that these Terms and Conditions may change from time to time at the discretion of IMG without notice to me.