

2024 NIKE MELBOURNE MARATHON FESTIVAL
IN-PERSON TRAINING SERIES PRESENTED BY BUPA
TERMS & CONDITIONS

In consideration of and as a condition of acceptance of participation in the 2024 NIKE MELBOURNE MARATHON FESTIVAL IN-PERSON TRAINING SERIES (the “**Training Series**”), I acknowledge and agree with the following:

1. A legally binding agreement between the Training Series organiser, 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 participate in the Training Series.
2. I hereby represent that: (a) I am (and, at the time of the Training Series, will be) in good health and in proper physical and mental condition to participate in the Training Series; (b) I am not (and, at the time of the Training Series, will not be) under the influence of a banned substance(s), alcohol or any prescription drug(s) that would in any way impair my ability to safely participate in the Training Series. 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 Training Series and to seek any and all required medical advice, recommendations, and clearances prior to arriving at and participating in the Training Series, if and as applicable.
3. I understand that participation in the Training Series (including, without limitation, transportation to and from the Training Series 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) or other natural or manmade objects; dangers arising from adverse weather conditions (e.g., wind, rain, heat, sun exposures, 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, COVID-19 which may exist anywhere people gather and are present, including the Training Series, becoming a carrier of COVID-19, and/or experiencing any resulting harm(s) including, without limitation, symptoms of COVID-19 including, without limitation, shortness of breath, chest pain, loss of taste and/or smell, coughing, fever or chills, muscle or body aches, headache, sore throat, congestion or runny nose, nausea or vomiting, headache, diarrhea, and tiredness (collectively, the “**Symptoms**”), 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 to which I am subject or any of the Released Parties (as defined below) are subject, 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 TRAINING SERIES, 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 EXPENSES WHICH I INCUR AS A RESULT OF OR IN CONNECTION WITH MY ENTRY INTO AND PARTICIPATION IN THE TRAINING SERIES.** If I observe any Risks during my presence at, participation in, and/or attendance of, the Training Series 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 Training Series and each portion thereof). Individually and collectively, the **“Released Parties”** are: IMG, race directors, emergency aid and medical personnel, sponsors, licensors, vendors, suppliers, contractors, and advertisers; local organizing committees, volunteers; the venues and property (and rights) owners on which the Training Series takes place; public entities providing support for the Training Series; and each of their respective parents, subsidiaries and affiliated and/or associated companies, officers, directors, partners, shareholders, members, managers, representatives, agents, contractors, and employees.

4. **I RELEASE THE RELEASED PARTIES 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 TRAINING SERIES, 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 TRAINING SERIES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PERSONAL PROPERTY AND THE RISKS (INCLUDING THOSE PERTAINING TO COVID-19 AND/OR ANY RESULTING HARM(S)).**
5. I consent to receive such medical aid or treatment that may be deemed advisable by IMG in the event of my injury, accident and/or illness during the Training Series. 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 Training Series.
6. I have sufficiently trained for the Training Series 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 Training Series. I understand that IMG may refuse to allow me to participate or continue participating in the Training Series if in the reasonable opinion of IMG it is necessary for my safety or the safety of others.
7. I understand that IMG reserves the right to refuse my application to participate in the Training Series at any time for capacity/field limit, safety, insurance or any other reason.
8. 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 Training Series sites.
9. I acknowledge that I am responsible for all property I bring to the Training Series and understand that IMG does not accept responsibility for any loss or damage to this property.
10. I grant IMG and the sponsors, contractors and suppliers engaged by IMG in connection with the Training Series a royalty free right for use in perpetuity, to use and allow the use of my name, image, voice, likeness, photograph, interview and statement (collectively, **“Identification”**) in broadcasts, telecasts, webcasts, media press materials, promotional materials and otherwise in connection with the Training Series. I acknowledge that IMG and/or Training Series sponsor(s) may use my Identification and sports performances in advertising materials and/or for the purpose of promoting IMG, the Training Series, and/or sponsor’s brand, products or services and/or its association with the Training Series.
11. IMG is part of the Endeavor group of companies. I acknowledge that information collated on the entry form submitted by me and relating to me may be shared with other IMG companies (potentially overseas companies in the USA, Europe and Asia), database managers and other organisers of the Training Series. 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 (the **“Privacy Act”**), and the Australian Privacy Principles for the purpose of conducting and facilitating my participation in the Training Series. 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 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 reasonable and direct relation to the Training Series. Personal information will be treated in accordance with the preference I indicate in the 'privacy statement' section of the entry process. For more information about how we process your data, please visit <https://melbournemarathon.com.au/privacy-policy/>.

12. By participating in the Training Series, I consent to my personal information being provided to: (i) Athletics Australia Limited and Athletics Victoria Inc for the purposes of registering me as a recreational running class member of Athletics Victoria and for administering Athletics Australia's Running Australia program; and (ii) Bupa HI Pty Ltd, the sponsor of the Training Series, for marketing and promotional purposes. I further consent to receiving information (including via email) about: (i) the Running Australia program from Athletics Australia and Athletics Victoria, including details of other events and specials offers or promotions; and (ii) marketing and promotional activities from Bupa HI Pty Ltd, unless I inform those organisations otherwise.
13. I understand that these terms and conditions shall be construed according to the laws of the State of Victoria, Australia.
14. I certify that I am 18 years or older, or that I am the parent/legal guardian of a participant in the Training Series who is under the age of 18 years (a "**Minor Participant**"), and I have read this document and fully understand it. Where I am a parent or legal guardian of a Minor Participant, I agree to these terms and conditions for and on behalf of the Minor Participant.
15. I acknowledge that these terms and conditions may change from time to time at the discretion of IMG without notice to me.