



## TERMS AND CONDITIONS

Each participant (**Participant**) who enters and/or competes in The WILD 2024 including the Beast of Beetham, Beast of Brow, V1600, V3000 and/or V5000 (**Event**) organised by The Wild For Nature Charitable Trust (**Organiser**) agrees to be bound by these terms and conditions (**Terms**). These Terms include the Race Rules and Refund and Transfer Policy, set out on the Event website: [www.thewild100.org](http://www.thewild100.org).

The Organiser may need to change these Terms to reflect changes in law or best practice and will endeavour to notify you of any significant changes by sending an email to the email you provided on your registration. These Terms were last updated February 2024.

### **Agreement, Waiver and Indemnity**

1. I declare, as a condition of entry into the Event, that I:
  - (a) am physically fit and healthy;
  - (b) have undertaken sufficient training for the Event;
  - (c) 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;
  - (d) will disclose to the Organiser any personal medical conditions which may affect myself or any other person;
  - (e) have sufficient knowledge, common sense, experience and will use sufficient appropriate equipment to participate in the Event in a manner which will be safe to myself and others;
  - (f) have reviewed the course description(s) and maps for the Event and will read the Event race rules and will attend any Event safety briefing held by Event officials;
  - (g) will comply with all mandatory gear requirements and all rules and directions of the Organiser and Event officials and acknowledges that this compliance is important to ensure the safety of all participants of the Event;
  - (h) acknowledge the Organiser will not be responsible for the security of any of my personal belongings at the Event.
2. 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, dehydration, hypothermia, hyperthermia, accidents, incidents with other participants, or heart attack. I agree to accept full responsibility to inform myself and assess all the dangers, hazards and risks of entry in the Event described below and rely solely on my own assessment of these dangers, hazards and risks before participating in the Event and notwithstanding any decision thereon made by the Organiser and other parties involved, engaged in promoting or staging the Event.

The following describe some but not all of the inherent risks of taking part in the Event:

**Risks present in an outdoor environment:** Participants may be subject to: high altitude or mountainous terrain; severe storms or bad weather such as lightning, strong winds, rain, hail, snow and ice; fast moving or deep rivers; extremely hot or cold weather; stinging and/or disease carrying animals or insects and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is always unpredictable.

**Running risks:** These risks include the risk of losing control and falling to the ground, colliding with objects (including parked or moving vehicles and/or bicycles) or people (including co-participants, volunteers, or spectators) on land, tripping or falling down, or encountering other road/trail hazards.

**Personal health and participation risk:** The risk of contracting communicable disease(s), including but not limited to COVID-19, from other person(s) (including but not limited to any co-participant; spectator; Organiser personnel, contractors, employees, promoters, sponsors or volunteers; and/or any other person(s)) before, during, and/or after the Event and other activities.

**Risks involved in decision making and conduct:** These risks include the risk that an Organiser personnel, Event official, representative, volunteer, contractor or co-participant may misjudge a

participant's capabilities, health or physical condition, misjudge some aspect of instruction, medical treatment, weather, terrain, water level, or route location, or, that one of those persons may not warn participant (and/or participant's legal guardian) about one or more of the inherent risks of these activities.

**Risks associated with the Event course:** Ruts, holes, rocks, uneven ground or other conditions may exist in and around the activities.

**Supervision and activities risk:** I understand that neither the Organiser nor any of their trustees, agents, contractors, employees and volunteers or anyone associated with them will be supervising participants during the activities or at any time. I agree that I am solely responsible for my own wellbeing at all times.

**Risks connected with location:** Activity location may cause or contribute to delays or difficulties in communication, transportation, evacuation or medical care.

**Risks regarding conduct:** The potential that co-participant/s and/or third party/s may act in a negligent or intentional manner.

**Drone risks:** I understand that unmanned aerial vehicles (UAVs, also known as drones) may be used at the Event for media or other purposes and accept the risk of a collision with, and any damage or injury relating to, any UAV.

**Equipment risk:** The risk that equipment used in activities may be misused, or may break, fail or malfunction.

3. I release all persons or parties associated directly or indirectly with the Event from all claims, demands and proceedings arising out of my participation and I hereby indemnify such persons or parties against all liability, loss (direct or indirect loss) or damage arising out of my participation in the Event, including any breach of these Terms 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 The Wild For Nature Charitable Trust. This release extends to and includes The Wild For Nature Charitable Trust, and its trustees, 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, 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. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns.
4. All conditions and warranties which may be implied by law into these Terms are excluded except to the extent that it would be unlawful to do so.
5. The liability of the Organiser arising from any breach of any of the Organiser's obligations under or in connection with these Terms will not exceed the Entry Fee.

#### ***Event Rules and Regulations***

6. I understand that the Organiser reserves the right to change or modify any part of the Event including the date, course (including the route of the course) and location, where it may become reasonably necessary to do so due to circumstances beyond the control of the Organiser at any time. Details of any such changes will be published via the Event website and Event e-newsletter. The Organiser will not be responsible for any costs incurred by you as a result of the Event being modified under this clause 6.
7. I acknowledge that the Organiser or Event officials may remove me from the Event area and/or exclude me from participation in the Event (a) if my 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 myself or any other person), or (d) to prevent or arrest any form of unauthorised marketing, including ambush marketing.
8. I agree that my entry may not, without the prior written consent of the Organiser, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent entry holder. If an entry is sold or used in breach of this clause, the entry may be cancelled without a refund and the subsequent entry holder may be refused admission.
9. I agree to abide by all Event rules, terms and conditions. I understand that I must follow the approved course, observe normal traffic rules and obey all directions and instructions given by Event officials and the police. The Organiser reserve the right in their discretion to reject or cancel my entry, or disqualify me at any time, including, without limitation, for health and safety or insurance reasons, or if in the opinion of the Organiser, I am unable to complete the Event within the various cut-off times. If this

happens, I agree that I am responsible for my own actions and support arrangements after this time. The Organiser will not be obliged to refund any portion of the Entry Fee in such circumstances.

10. I understand that timing services are provided by contracted timing service providers, and the Organiser takes no responsibility for errors or omissions in the timing data.

#### ***Consent to Medical Assistance***

11. I consent to receive any necessary medical aid or preventative treatment from Event medical staff in the event of any injury, accident or illness to me during my participation in the Event.
12. I consent to the release of my personal information to Event medical staff or Event officials in the event of a medical emergency during my participation in the Event.

#### ***Event Entry, Course Distance Changes and Promotional Codes***

13. 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, and that the Entry Fee is non-refundable except as set out in clause 34. I understand that I am not permitted to give my bib to another person without going through the formal transfer process set out in clause 35 and acknowledge that I will be asked to provide photo identification at Event registration. It is very important for health and safety reasons for the Organiser to know the correct identity of every participant on course, and accordingly it is strictly prohibited to participate under another person's bib.
14. I understand that should my contact details change after my registration is completed it is my responsibility to notify the Organiser.
15. An application to transfer to a shorter Event distance may be made at any time by notifying the Organiser before midnight on 6<sup>th</sup> December 2024 at no extra charge, however no refunds will be given for any difference in Entry Fee.
16. Subject to clause 17, an application to transfer to a longer Event distance may be made at any time by notifying the Organiser before midnight on 6<sup>th</sup> December 2024 and any difference in the Entry Fee cost (as calculated at the time of transferring) will be payable.
17. I acknowledge that a transfer in Event distance to the V5000 will only be permitted if I am in possession of a Warrant of Wildness as set out on [www.thewild100.org](http://www.thewild100.org).
18. I acknowledge that depending when the transfer is made under clauses 15 and 16, it may not be possible to produce a new personalised bib.
19. 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 the Organiser.
20. I understand that the Organiser 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.

#### ***Consent to Online and/or Media Coverage of Event***

21. 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.
22. I consent to the use of aerial drone(s) above or around me at the Event by the Organiser (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.

#### ***Entry Form and Personal Information***

23. I declare that all the information supplied by me in this registration form in order to register for the Event is true and correct.
24. I will write an emergency contact name and phone number in the space provided on my supplied Event bib and agree that the Organiser or any Event official may contact that person and exchange my personal information with them in case of an emergency.
25. I consent to the Organiser collecting my personal information to manage participation in the Event and contacting me in regard to upcoming projects, Events and promotions. The Organiser will handle my

personal information in accordance with the Privacy Act 2020. I acknowledge that I may opt out at any time by unsubscribing or otherwise contacting the Organiser at [info@thewild100.org](mailto:info@thewild100.org).

26. I consent to the Organiser sharing my personal details contained on the entry form with Pronet Innovations Ltd, trading as eventplus in connection with Event registration and payment processes. eventplus' privacy policy may be found at <https://eventplus.net/privacy>
27. I understand that I have the right to request access to and correction of any of the personal information that the Organiser holds about me. If you would like to exercise these rights, please email the Privacy Officer, The Wild For Nature Charitable Trust, [info@thewild100.org](mailto:info@thewild100.org).

#### **Age Declaration**

28. I certify that I am (or will be) 18 years or older at the date of the Event, or that I am the parent/legal guardian of the Participant who is under the age of 18 years, and I have read these Terms and fully understand them. As a parent or legal guardian, I agree to these Terms for and on behalf of the Participant and confirm the Participant is fit to enter and complete the Event. I agree that if I am signing this on behalf of a Participant who is under the age of 16 years at the date of the Event, that I will ensure the Participant will be accompanied by an adult at all times during the Event. Refer to Race Rules for specific age restrictions that apply for the different courses.

#### **Cancellation and Rescheduling of Event**

29. I understand that the Organiser reserves the unfettered right to reschedule or cancel the Event at any time (including during the Event) whether due to poor weather, natural disaster, pandemic outbreak, legislative, regulatory or judicial requirements, war, riot, strike, labour dispute, fire, flood, failure of equipment, earthquake or other natural disaster, or for any other reason beyond the Organiser's control.
30. If any part of the Event has not started, the Organiser will make reasonable endeavours to reschedule the Event rather than cancel. If the Organiser cannot reschedule the Event (or if the Event has been rescheduled once before already and the rescheduled Event cannot go ahead) the Event will be cancelled and Credit will be issued as set out in clause 32.
31. If the Event is cancelled (or rescheduled and I cannot make the rescheduled date of the Event) under clause 29, I agree that Credit will be issued as set out in clause 32.
32. The amount of Credit given will depend on the amount of lead time between the circumstances rendering the Event cancelled (as an example only, government lockdown announcement or weather event) and the date of the Event. Credit will be given as follows:
  - (a) If the Event is cancelled on or before Friday 29 November 2024, 100% Credit will be given;
  - (b) If the Event is cancelled on or after Saturday 30 November 2024, 50% Credit will be given.

**Credit** means credit equal to the value of the Entry Fee (as defined in clause 34) to be applied towards the entry to a future event organised by the Organiser in the next 12 months, up to and including the same Event next year.

33. The Organiser will not be responsible for any costs, including but not limited to travel and accommodation costs, incurred as a result of the Event being cancelled or rescheduled under clause 29.

#### **Refunds, transfers and deferrals**

34. I may withdraw by emailing the Organisers at [info@wild100.org](mailto:info@wild100.org). If I withdraw from the Event, I understand that I may be entitled to a refund on the following basis:
  - (a) For withdrawals made before midnight on 31 July 2024, full refund of Entry Fee, minus a \$25 administration fee;
  - (b) For withdrawals made between 1 August 2024 and midnight on 30 September 2023, 50% refund of Entry Fee;
  - (c) For withdrawals made between 1 October 2024 and midnight on 13 November 2023, 25% refund of Entry Fee;
  - (d) For withdrawals made after 13 November 2024, no refund.

The **Entry Fee** means the amount paid to enter the Event as set out on Event website at the time of registration. It does not include any merchandise or charitable donations.

35. I understand that I may transfer my entry to another person at any time before 6 December 2024 by notifying the Organiser and for a \$25 administration fee, subject to clause 36. I, and any person I transfer my entry to, acknowledge that depending on when the transfer is made, it may not be possible to produce a personalised bib for the transferee.

36. Transfers of V5000 entries to another person will only be permitted if that transferee is in possession of a Warrant of Fitness.
37. Deferrals will only be allowed in exceptional personal circumstances. Requests must be made via email and include any reasonable supporting documentation (e.g. medical reports). Such requests will be considered on a case-by-case basis by the Organiser acting reasonably. The Organiser's decision is final.