



PAN PACIFIC MASTERS GAMES

GOLD COAST AUSTRALIA 4-13 NOVEMBER 2022

IT'S LIVE!
in Queensland

IMPORTANT: READ CAREFULLY AS THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS

INDEMNITY AND RELEASE

1. a) In consideration of the acceptance (at the organiser's discretion) of my Entry 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, non-playing official or supporter who will be participating in the 2022 Pan Pacific Masters Games ("PPMG") and in consideration of PPMG accepting the competitor's application to participate in the PPMG, I have been granted their authority to grant an indemnity to PPMG 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 Entry 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 Gold Coast Events Management Ltd (trading as PPMG), Tourism and Events Queensland, City of Gold Coast, their officers, agents, directors, members, volunteers, employees, sponsors, stakeholders, Sport, other Accredited Participants (including Accredited Participants and Officials) ("the releasees") involved in the PPMG and its related activities, including any and all claims, demands or proceedings arising out of my participation in or connection with the PPMG 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 Entry System and Sports specific information, and accept that should I not do so, my application for entry into the PPMG may not be accepted. I will abide by the Event Terms and Conditions, as varied from time to time and will abide by directions given by Event officials.

4. INJURY PROCEDURES

If I sustain an injury or illness whilst participating in the PPMG, I authorise the appointed Medical Staff to perform and administer medical attention as they think 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. Reciprocal Ambulance transport is state specific.

5. RULES

I will at all times participate in the PPMG 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 PPMG and by the sports body (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 and that I am responsible for any actions resulting from my failure to observe the rules and regulations.

PLAY IT, LIVE IT, LOVE IT!

mastersgames.com.au #PPMG22

6. SUSPENSIONS

I accept that if I am, or become subject to any suspension or ban imposed by a sports organisation in which I am entering, I will make this information known to the PPMG and Sport. I accept that my application for entry may be cancelled as a result of a suspension or disciplinary action.

7. DRUGS POLICY

I agree with the PPMG policy of condemning the use of classified substances for the purpose of performance enhancements. The PPMG 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 PPMG application of the Australian Sports Anti-Doping Authority guidelines on this issue (www.asada.gov.au)

8. AGE POLICY

I acknowledge I will have reached the minimum age by the date as stipulated by Sport. Any variation to this condition must be approved in writing by the PPMG and the relevant Sport before I can participate in any event. Furthermore, I accept that I will be required to provide recognised photographic identification and proof of age when registering for the PPMG.

9. 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 from the PPMG Organiser, Tourism and Events Queensland and Sport Convenors. The Event Organiser's intellectual property rights include, but are not limited to, any type of digital media (any or all of audio, photographic or video), captured in connection with the event and regardless of ownership of the capturing device. All personal data provided by athletes, spectators or attendees for the event and data produced from the event are the exclusive property of the Event Organiser.

10. PAN PACIFIC MASTERS GAMES AND SPORT NAME, LOGOS AND SLOGANS

I agree that I will not make, encourage, wear or support unauthorised reproductions of either the PPMG or Sport logo, slogan or name in any form without the prior written permission of the PPMG and accept that to do so may be in breach of Copyright and the Trade Practices Act with penalties under law.

11. REFUND POLICY

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).

There are only two exceptions to this refund policy, these are:

1. If the sport in which you have registered is cancelled, you will be entitled to a full refund of the Sport Fee for that event. Furthermore, if you are unable to secure a place in any other sport of your choice and therefore, do not attend PPMG, you will be entitled to a full refund of other fees paid.
2. Should an entrant test positive to Covid-19 and a government health order prevents them from attending, PPMG will refund fees paid less a \$20.00 processing fee under the following conditions:
 - The entrant completes the required Covid-19 refund form prior to 11:59pm Sunday 13 November 2022
 - The entrant provides evidence of a positive Covid-19 PCR test
 - The Government health order requiring the entrant to isolate falls directly on their competition dates and the mandated isolation period prevents them from taking part in their registered sport.

12. FORCE MAJEURE

In the event of a force majeure (meaning any act, event or cause which is beyond the reasonable control of the Organiser, including any act of God, strike, lock-out, act of public enemy, civil commotion, war, blockade, riot, state of emergency, fire, earthquake, storm, flood, wash-out, explosion, government restraint or any form of government intervention or epidemic or pandemic) the Organiser may cancel the Event or change how the Event is scheduled or delivered and/or change certain elements of the Event, and in those circumstances I acknowledge that I have no claim against the Organiser for any loss or damage incurred by me related to cancellation or changes to the Event including but not limited to any travel, accommodation, training, medical, equipment and apparel costs.

If a Force Majeure occurs, the Organiser shall use reasonable endeavours to attempt to deliver the Event but shall be under no obligation to do so. If the Event is cancelled, we refer you to the refund policy set out in clause 11.

13. COVID-19

I agree that entry into the event, participation in and attendance at the event is subject to government regulations or restrictions in place at the time of entry or event. Government regulations or restrictions may include, but not limited to, density limits, vaccine mandates, restrictions on movements or others. In order to stage the event the event organiser must comply with relevant government regulations. Participants agree to such regulations at the time of entry into, attendance at or participation in the event and if they are unable to adhere resulting in an inability to compete or attend the event then the event organiser will be only liable for a refund under clause 11.

14. 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 PPMG 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), travel and/or insurance specific to my circumstances in respect of my participation in the PPMG and its related activities.

14. 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.

15. 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 PPMG.
- 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 PPMG and its related activities and that I have not been advised by a qualified medical practitioner not to participate in the PPMG. I acknowledge that participating in the PPMG (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 PPMG or any activity associated with it.
- d) I acknowledge the Games Village is a fully licensed venue restricted to games family and participants over 18 years old.