TERMS AND CONDITIONS
Relay Team Registration for Smiddy at Noosa Triathlon 2027

Participant Terms at a glance:

- **Event:** Noosa Triathlon relay event on **31 October 2027**, including scheduled Smiddy training.
- **Separate registration:** The relay team must register with IRONMAN, pay its fees, and accept its terms.
- **Fundraising target:** Each relay team must raise **A$2,000**.
- **Entry risk:** Missing the fundraising target may result in loss of entry and entry fees.
- **Health obligations:** Participants confirm they are fit, disclose relevant conditions, monitor their health, and withdraw if unsafe.
- **Insurance and costs:** Mater Foundation's insurance does not cover participants or belongings; participants bear associated costs, including emergency care or transport.
- **Liability waiver:** Participants broadly release Mater Foundation and event personnel from claims and provide an indemnity for certain third-party losses.
- **Refunds:** Registration refunds are handled solely by IRONMAN; donations are non-refundable and non-transferable.
- **Other consents:** Participants must be at least 18, follow event and road-safety directions, consent broadly to media use, and accept event-related communications.

Entry into Noosa Triathlon 2027 with Mater Foundation's program "Mater UnCancer Smiddy" is deemed to be an acceptance of Terms and Conditions of Entry.

RECITALS

A. Mater Hospitals Appeal Ltd as trustee for Mater Foundation (ABN 96 723 184 640) 14 Stratton Street Newstead QLD 4006 ("**Mater Foundation**") is a registered Charity and owns the Mater UnCancer Smiddy *("**Smiddy**") fundraising program.*

B. "**Event**" means the Noosa Triathlon to be held on Sunday 31 October 2027 in Noosa, Queensland and any scheduled training sessions run by Mater UnCancer Smiddy.

C. The Mater Foundation's UnCancer Smiddy *("**Smiddy**")* program as the *Official Platinum Charity Partner of the Noosa Triathlon* has exclusive presale rights for participant's registration for the 2027 event

D. The promoter and organiser of the Noosa Triathlon is USM Events Pty Ltd d/b/a IRONMAN Australia (ABN 67 052 342 239) Level 15, 461 Bourke St, Melbourne, VIC, 3000, Australia ("**IRONMAN**® and **70.3**® are registered trademarks of World Triathlon Corporation. Used here by permission.)

E. "**Claims**" means all claims, liabilities, demands, suits, causes of action, damages, debts, costs, verdicts and judgments whatsoever whether at law or in equity or under any statute in connection with or arising out of the Event.

F. "**Releases**" means Mater Foundation and any promoters, organisers, participants, sanctioning organizations, officials, rescue personnel, sponsors, advertisers, event inspectors, underwriters, consultants and any others who give recommendations or engage in risk evaluation regarding the Event.

SUBMISSION OF THIS FORM OR YOUR ACCEPTANCE OF THESE TERMS ELECTRONICALLY IS YOUR ACKNOWLEDGEMENT OF THE ACCEPTANCE OF THE TERMS & CONDITIONS OF PARTICIPATION IN THE EVENT.

1. Participant details

I wish to participate in the Event as a Relay Team member and understand that participation has inherent risks, including but not limited to risks to personal heath arising from the physical nature of the Event, e.g. falling or being knocked off my bike, risk of collision with vehicles and other objects etc.

2. Agreements for the Protection of Participants

- I am aware of the fitness level required to undertake the Event and certify that I am physically capable of participating in the Event and accept all risks associated with it.
- I am aware that as a participant of the Event, I and my possessions, including my bike, are not covered by Mater Foundation's insurance.
- I warrant that I am in a good state of health, that I am not receiving any medication or taking any substance which may affect or interfere with my ability to engage in the Event and, other than as advised to Mater Foundation, that I am free from any injury, medical condition (including but not limited to advanced pregnancy, heart condition or seizures), disability, disease or illness which may be aggravated by participation in the Event or which may affect or interfere with my ability to engage in the Event.
- I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that the Mater Foundation recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.
- I assert that I have not been advised or cautioned against participating by a medical practitioner.
- I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Event, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorise appropriate IRONMAN® and/or Mater Foundation personnel and emergency medical personnel at the Event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).
- I authorise to secure emergency medical care or transportation (i.e. QAS) when deemed necessary by IRONMAN® and/or Mater Foundation personnel.
- I agree to take full responsibility and assume liability for any and all costs incurred as a result of my participation in the Event.
- I acknowledge that Smiddy and IRONMAN® have instituted its rules and safety procedures for the protection of the participant and co-participants. I confirm that prior to participating in the Event I will familiarise myself with those rules and safety procedures and follow them throughout the event. I also recognise the authority of the Mater Foundation and/or IRONMAN® personnel to halt my participation (and, if necessary, have me removed from the course and premises) conduct, or presence endangers myself or my co-participants.
- I understand that prior to my fundraising Relay Team registration with Smiddy:
    - I will need to register my relay team's participation with IRONMAN ® via the Noosa Triathlon website https://noosatri.com.au/enter-now/ completing all relevant information requested and paying the required registration fee. As part of that registration, I will agree and adhere by the terms and conditions as outlined by IRONMAN ®.
    - If I fail to complete the IRONMAN ® registration form for Relay Teams, and pay the required registration fee and any other entry fees, I understand that I cannot participate in the Noosa Triathlon.

- I agree to adhere to the Noosa Triathlon Event terms & conditions for relay teams as per the IRONMAN event website, for comprehensive event terms and conditions: https://noosatri.com.au/entry-info/triathon/.

3. Waiver of Liability and Indemnification

In consideration of Smiddy accepting my Relay Team entry into the Event, I absolutely release and waive any claim I might otherwise have had against Mater Foundation and any officials or volunteers associated with the Event in respect of any injury, loss or damage I might suffer arising from my participation in the Event, including any loss or damage arising from a breach of contract and/or negligence by Mater Foundation or any Event officials or volunteers.

I will also indemnify and hold harmless Mater Foundation against any loss or damage claimed against it by third parties as a result of any such claim made by me during the Event or arising from any action or negligence caused by me during the Event.

4. Traffic & Road Laws

I agree to follow all traffic and road laws including directions by Police, IRONMAN®, Mater Foundation staff and volunteers. I understand that failure to do so may result in my being removed from the Event.

5. Fundraising

- I acknowledge that acceptance of this entry form and registration to take part in the Event as a Relay Team with Smiddy carries with it an **obligation to meet a fundraising target of A$2,000.**
- I commit to my relay team fundraising A$2,000 and accept that my failure to do so by 5.00pm on Sunday 31 October 2027 will grant Mater Foundation the right to issue an invoice with the shortfall, and I am personally liable for the outstanding fundraising amount.
- I understand that my failure to meet the fundraising target may render me ineligible to participate in Noosa Triathlon and I may forfeit my entry and associated entry fee.
- I understand that Mater Foundation will contact me prior to the event. if I have not confirmed my event participation and fundraising with Mater Foundation within 12 weeks of the event, Mater Foundation has the right to:
    - cancel my event entry without a full refund and reallocate my place in the event to another party.
    - any donations made to my fundraising page, which are non-refundable.
- I understand that all donations processed by Mater Foundation are non-transferable and non-refundable, even if I do not participate in the event.
- I understand that, should I feel I may not be able to meet my fundraising obligation, I can arrange a payment plan to commence twelve weeks prior to the Event. I must contact Mater Foundation at smiddy@mater.org.au at least twelve weeks prior to the event, to arrange this.

6. Health Directions and Vaccinations

I acknowledge and agree that:

(a) I will comply with all applicable Commonwealth and/or State health directions relating to vaccinations (including Covid-19) for the Event and a failure to do so may mean I cannot participate in the Event and the cancellation fees outlined in these terms and conditions (See Item 7. Fee Refunds) will apply.

(b) The Event Organiser, IRONMAN, may have to cancel the event (including pandemic or public health order) due to causes beyond their control. Participants can view IRONMAN'S cancellation terms at https://noosatri.com.au/entry-info/triathon/.

7. Fee Refunds

If I am unable to participate in the Event, any registration fee refunds are to be applied for via IRONMAN as the event organiser and at the sole discretion of IRONMAN https://noosatri.com.au/entry-info/triathon/.

Please note: This event takes place in Noosa Heads, Queensland. It is each athlete's sole responsibility to ensure that they can attend (including Athlete Check-In during specified times) and compete in the event on the day. Other than as provided for in the athlete withdrawal program set out above, no further remedies will be provided for change of mind, change of personal circumstances (including work conflicts), or injury.

8. Pregnancy Policy

Refer to IRONMAN policy: https://noosatri.com.au/entry-info/triathon/.

9. Right to refuse application

I acknowledge that Mater Foundation reserves the right to refuse my application to fundraise for Smiddy at Noosa Triathlon 2027.

10. Media and photography

I hereby grant to Mater Foundation the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Event and its affiliated entities or contractors, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of the Event for any purpose whatsoever.
I acknowledge my personal information, including photos, is collected, held and used by Mater Foundation for event coordination and administration purposes, Mater Foundation event marketing and Mater Foundation fundraising activities. Please contact us if you do not consent to Mater Foundation holding and/or sharing your personal information. Our privacy policy is available at www.materfoundation.org.au/privacy.

11. Communication

I understand that my email address and mobile number will be used for registration confirmation and updates about the Event as well as support to help me reach my fundraising and training goals, including via SMS and WhatsApp Messaging.

From time to time Mater Foundation may also send me information on other events and fundraising activities that may be of interest.

I am aware if I do not want to receive further communication from Mater Foundation (other than information that relates to this event) I can follow the steps within the email, SMS or WhatsApp Message, or contact the Mater Foundation Supporter Operations team via foundation@mater.org.au or by calling 07 3163 5666. I am aware if I have any questions about privacy, including updating and/or changing my personal information or obtaining a copy of the Mater Foundation Privacy Policy I can contact the Mater Foundation Privacy Officer via email FoundationPrivacy@mater.org.au or by calling 07 3163 5666.

12. Majority Age

I affirm that I am 18 years of age (or will be at the time of the Event) or older and have read and understood what is expected of me and I agree to adhere to the direction of Mater Foundation and/or Ironman personnel at all times.

13. Acknowledgement of Understanding

THIS WAIVER AND RELEASE SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED UNDER THE LAW OF QUEENSLAND. THE QUEENSLAND COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING UNDER, OR PERTAINING TO, THIS WAIVER AND RELEASE.

I have carefully read these Terms and Conditions, including the Waiver of Liability and Indemnification, and fully understand its contents. I am aware that this is a release of liability and binding contract between myself and the persons and entities mentioned above and I sign it of my own free will. I understand that I am giving up substantial rights, including my right to sue.

I acknowledge that I am accepting this Waiver and Release freely and voluntarily, and intend by accepting to be a complete and unconditional release of all liability to the greatest extent allowed by law.