

2021 Harcourts Cooper & Co Shore to Shore GO

Entry Terms and Conditions

Introduction

Please read this entire form carefully before signing (or, in the case of online acceptance by electronically checking the box below).

Each participant over the age of 18 years, or the legal guardian/parent for a child under the age of 18 years (" the Entrant"), that enters into the Harcourts Cooper & Co Shore to Shore GO event ("the Event"), facilitated by Harbour Sport agrees to be bound by the following terms and conditions (the "Terms & Conditions") contained. The Entrant acknowledges that they have the legal authority to act on behalf of them self, or if the Entrant is a minor, that they have the legal authority to act for the minor under the age of 18 years, on his/her behalf.

Each Entrant further acknowledges that the Terms & Conditions are subject to change and notice of any change to the Terms & Conditions will not necessarily be provided to the Entrant and/or the Entrant's legal guardian or parent. The Entrant, or if applicable the Entrant's legal guardian/parent, acknowledges and agrees that they have read this document and understand and accept the conditions and provisions it contains.

1. General Terms – Acknowledgment of Risk

1.1 The Entrant certifies that it they are:

- (a) 18 years or older and are consenting on behalf of themselves ; or
- (b) A parent and/or legal guardian of the Entrant; and

Understand the meaning and effect of the provisions of these Terms & Conditions. If this form is completed as a parent or guardian of a child, the Entrant certifies that they have read and understand these Terms & conditions on behalf of the child.

1.2 Entrants take part in the Event entirely at their own risk and assert that the appropriate training has been completed and are not aware of any underlying illness, injury or physical disability which may lead to injury or death as a consequence of participating in the Event.

1.3 The Entrant acknowledges that they understand all inherent risks, hazards and dangers of participating in the Event, can cause injury, damage, death or other loss to them, their child or others.

1.4 It is the Entrant's responsibility for selecting a safe route to run and Harbour Sport accept no responsibility, and the Entrant hereby indemnifies Harbour Sport against any liability, for any accidents, damage to property, injuries or death sustained whilst taking part in the Event or in any training undertaken in anticipation of the Event.

1.5 Entrants acknowledge that the Event is a virtual run and that the organisers will not:

- (a) Track or verify results; or
- (b) Provide volunteers, marshals or medical personal assistance to any Entrant throughout the course of the Entrant's training or in respect of the Event itself.

1.6 This event is not competitive and as such, and there will be no overall winner determined at the end of the Event or any winner in any category of any type.

2. Payment

2.1 The Entrant, or legal guardian or parent of the Entrant (if appropriate) agrees to pay the entry fee of \$10.00 in order to enter into the Event.

3. Cancellation

3.1 Harbour Sport may cancel the Event at any time for reasons including, but not limited to, poor conditions or restrictions as a result of Covid-19.

3.2 In the event of cancellation, Harbour Sport will not make any refund to Entrants and will not bear any responsibility for losses incurred ("Losses") by Entrants. Losses may include, but not limited to, loss of income, or loss of opportunity.

4. Privacy Policy

4.1 Harbour Sport will collect personally identifiable information about the Entrant when they enter the Event such as (together "Client Information"):

- (a) The Entrant's full name;
- (b) Email address and shipping address;
- (c) Phone details;
- (d) Date of birth;
- (e) Any photo identification including the Entrant's driver's licence and/or passport;
- (f) The bank account upon which the Entrant may deposit funds into; and
- (g) Any information collected in preparation of, or during, the Event.

4.2 **General Intent:** Any Client Information given by the Entrant to Harbour Sport during the course of, or as a consequence of, the Event or as otherwise requested by us as a precondition to entering the Event is governed by the terms of this privacy policy ("the Policy").

4.3 **Holding of Client Information:** Any Client Information will be collected and held on cloud databases under Harbour Sport's control using at least SSL/TLS encryption; and

4.4 By entering into these Terms and Conditions, the Entrant agrees and authorises the collection, use, disclosure, storage and retention of Client Information by our third-party payment gateway, Braintree, in accordance with the Policy.

4.5 Cookies may be used by Harbour Sport to:

- (a) Track visitor use of their website and to compile statistical reports on that website's activity;
- (b) Compile aggregate information about areas of Harbour Sport's websites that are visited most frequently.

but will not be used for collecting any information that can or may be used to identify the Entrant.

4.6 When entering into the Event, Harbour Sport's third-party payment gateway Braintree Limited ("Braintree"), a PayPal Service, will collect the Entrant's payment information and consent to my personal information being collected, held, used and disclosed for the administration of the Event and as otherwise set out in the Braintree Privacy Policy, available on the Braintree website (<https://www.braintreepayments.com/nz/legal/braintree-privacy-policy>)

- 4.7** The Entrant grants to Harbour Sport their consent to photograph, film, record and/or otherwise capture my name, image, voice, written statement, photograph and/or visual likeness of me or my child, without compensation, for any purpose in any media including but not limited to use in broadcasts, photographs, publications, podcasts, brochures, internet websites, social media platforms, television, and/or in any related commercial, advertising, or promotional materials for the Event or other events of a similar nature.
- 4.8** All ownership and copyright rights of any images will be owned by Harbour Sport, or its assignees, and the Entrant waives any inspection or approval rights.
- 4.9** As part of the Event completion process the Entrant is also expected to upload participation evidence to validate that they have completed the requisite distance.
- 4.10** Harbour Sport uses the information collected to identify the Entrant as a participant in the Event should Harbour Sport need to contact the Entrant about their event registration other than usage of the Entrant's likeness pursuant to clause 4.7.
- 4.11** Harbour Sport will not share or sell the Entrant's personal information with any individual or external organisation.
- 4.12** Harbour Sport maintains a procedure which applies to records in its care, and in all cases where the Entrant's information is no longer required Harbour sport will ensure it is disposed of in a secure manner and in compliance with any applicable law.
- 4.13** If at any time the Entrant wishes to access any Client Information that Harbour Sport is holding, the Entrant may contact Harbour Sport's privacy officer.
- 4.14** The Entrant may require that Harbour Sport correct any Client Information that is inaccurate or out of date.
- 5. Covid-19 Contact Tracing**
- 5.1** The Entrant acknowledges and undertakes to comply with all health and safety laws, regulations and measures that may be in place in accordance with Ministry of Health guidelines in the course of the Event.
- 5.2** By participating in the Event, the Entrant assumes all health risks related to potential exposure to Covid-19.