

## **TOTALSPORTS Women's Race - Joburg**

### **PARTICIPATION TERMS AND CONDITIONS**

Entrants into the Event undertake to abide by the following terms and conditions.

These Terms and Conditions (the "Terms and Conditions") govern the entrant's ("You/r") entry into and participation in the TOTALSPORTS Women's Race - Joburg (the "Event").

#### **1.EVENT**

- 1.1.By entering to participate in the Event You agree that You are bound by and that Your participation is subject to these Terms and Conditions.

#### **2.ENTRY REQUIREMENTS AND REGISTRATION**

- 2.1.Entry to the Event can be made online using the TOTALSPORTS Women's Race Website [www.totalsportswomensrace.com](http://www.totalsportswomensrace.com). You will be redirected to the Entry Ninja platform where You will complete Your entry and make payment of the entry fee.
- 2.2.Your entry into the Event is subject to our Covid-19 Protocols set out in clause 7 below.
- 2.3.The Event is open to all registered and unregistered runners of 14 years and older.
- 2.4.Master age categories are based on Your age on the day of the Event.
- 2.5.You may enter the age category corresponding to your chronological age or any younger category, save that any participant older than the age of 19 years may not run in the 'junior' category.
- 2.6.If You are a wheelchair user You are requested to contact the Event organiser timeously to make arrangements for Your participation in the Event.
- 2.7.As required in terms of World Athletics rules, if You are an international runner you must be able to produce the letter of clearance from Your national federation permitting Your participation in the Event.
- 2.8.Substitutions are permissible until 16 July 2022 via the Entry Ninja platform.
- 2.9.Entries for the TOTALSPORTS Women's Race - Joburg will close on 26 July 2022 (midnight) or when entries sell out, whichever occurs earlier. No late entries will be accepted. The Event organisers reserve the right to accept or reject any application for entry to the Event.
- 2.10.You will be required to collect Your Race Pack, in person, from the designated Race Pack Collection venue in the lead up to the Event.
- 2.11.Communication on Event related matters will be provided via e-mail or SMS. It is Your responsibility to ensure that the contact details which You have provided are correctly entered and up to date. You may contact the organisers for such purposes on [entries@stillwatersports.com](mailto:entries@stillwatersports.com).

#### **3.PAYMENT TERMS**

- 3.1.The entry fee for the Event is detailed on the TOTALSPORTS Women's Race Website. Upon entering the Event on the TOTALSPORTS Women's Race Website, you will be redirected

to the Entry Ninja Platform where you will complete the necessary entry steps and process payment for your entry.

3.2. Your use of the Entry Ninja's platform will be subject to Entry Ninja's standard terms and conditions that can be located at: <https://www.entryninja.com/terms-and-conditions> .

3.3. The organiser's right to change the entry price for participation in the Event at any time, without prior notice, is reserved.

3.4. No credit card or payment details are stored by the Event organisers or their service provider (Entry Ninja).

#### 4. RISKS ASSOCIATED WITH THE EVENT

4.1. You accept that Your participation in the Event is at your own risk and acknowledge that the Event organiser cannot manage all potential risks, including potentially foreseeable ones. You are obliged to strictly adhere to all applicable rules, directives, and instructions of the organisers in respect of the Event.

4.2. You therefore understand and acknowledge that there are risks and hazards associated with events of this nature and that the possible effects of these risks can vary from minor to severe injuries and/or loss of life. Accordingly, You undertake to withdraw from participating in the Event, if at any time You:

4.2.1. sense or observe any unusual hazard or unsafe condition that in any way leads You to be concerned that it is unsafe for You to continue with the Event; and/or

4.2.2. feel unable or unfit to safely continue with the Event.

#### 5. CHILDREN'S PARTICIPATION

5.1. As per the rules of Athletics South Africa, only persons aged 14 years of age or older shall be eligible for official entry into the Event.

5.2. A legal guardian who consents to the minor under their care participating in the Event agrees that no claim shall lie against Stillwater Sports Proprietary Limited, its directors, affiliates, stakeholders, sponsors, partners, employees, volunteers and/or any third party service providers for losses or damages that the minor may suffer as a result of injury or death that he/she may suffer as a result of their participation in the Event.

5.3. By entering the Event on behalf of a minor, You confirm that You are duly authorised in law to act and legally bind the minor. Furthermore, You hereby agree to indemnify and hold Stillwater Sports Proprietary Limited, its directors, affiliates, stakeholders, sponsors, partners, employees, volunteers and/or any third party service providers harmless from any claims arising as a result of the absence of such legal authority.

#### 6. LIMITATION OF LIABILITY AND INDEMNITY

6.1. The following limitation of liability and Indemnity provisions apply to all participants in the Event in favour of Stillwater Sports Proprietary Limited, its directors, affiliates, stakeholders, sponsors, partners, employees, volunteers and/or any third party service providers, howsoever such liability may arise, and howsoever You may have entered the Event.

- 6.2. You accept and agree that Stillwater Sports Proprietary Limited, its affiliates, stakeholders, sponsors, partners, employees, volunteers and/or any third party service providers assisting with the Event (hereinafter referred to as "Parties") accept no responsibility or liability for any claim whatsoever arising from death, injury, loss and/or damage to person or property occasioned as a result of Your participation in the Event. Accordingly, You hereby indemnify and hold the Parties harmless to the fullest extent possible in law, against any claims occasioned as a result of Your participation in the Event of whatsoever nature or howsoever arising including, without limitation, any loss, injury, harm, illness, death or damage of whatsoever nature and howsoever caused arising directly or indirectly out of any act or omission, including negligent acts or omissions by the Parties, including any claim for consequential loss of damage, loss of profits or any claim by any of Your dependents arising from events related to, in connection with or occasioned as a result of Your participation in the Event.
- 6.3. The Event is organised on a 'reasonable effort' basis and all warranties as to the quality of the Event are disclaimed to the maximum extent permissible in law.
- 6.4. You agree that the limitation of liability recorded herein shall apply to You, Your estate, Your dependents and any successors.

## 7. COVID-19 PROTOCOLS

- 7.1. The Event Organiser, its Sponsors and Partners work closely with Local, Provincial and National Health Departments and Advisors leading up to the TOTALSPORTS Women's Race. Due to the ongoing nature of the National State of Disaster and the regulations pertaining to it with regard to outdoor events, it is our policy to act upon all changes as and when they are Gazetted. A full COVID-19 event regulation brief will be supplied prior to the TOTALSPORTS Women's Race - Joburg based on the Local, Provincial and Governmental regulations that are in place at that point in time. We will relay this information to all Sponsors, Partners and entrants leading up to the event.
- 7.2. You agree and undertake that during Your participation in the Event, you will comply with all relevant legislation and regulations issued by national and/or local government relating to COVID-19, together with any guidelines issued by local and national health authorities and which are in place on the day of the Events.
- 7.3. Taking the necessary precautions to protect the safety of Yourself and others, especially in regard to the spread of COVID-19 during your participation in the Event is solely Your responsibility.
- 7.4. You are required to stay updated as to the symptoms of COVID-19 (including dry cough, fever and potential breathing difficulties), as well as the risks of transmission for Yourself and others.

## 8. REFUND POLICY

- 8.1. All entry fees for the Event are non-refundable and non-transferable under all circumstances permitted in law, including, but not limited to, cancellation of the Event for any reason or Your withdrawal of Your participation in the Event, or change in the date, nature, or format of the Event.

- 8.2. You acknowledge that the Event may be cancelled or changed due to government directives, severe weather or any other factors that may be deemed to threaten the safety of participants as determined by the Event organiser in its sole discretion.
- 8.3. The Event organiser reserves the right to refuse any entry or cancel any entry to the Event. In the event that Your entry is cancelled by the Event organiser, You will be refunded Your entry fee.

## 9. PERSONAL INFORMATION

- 9.1. On entering the Event certain information about You is collected, including information that directly or indirectly identifies you, such information includes but is not limited to Your name, age, race, gender, email address, location and/or language ("Personal Information"). You are unable to enter the Event without us processing your Personal Information as it is required in order for us to deliver the Event services to you.
- 9.2. Your participation in the Event is contingent on You providing information which is true and correct in all respects. Failure to provide true or complete information shall be considered a breach of these Terms and Conditions. Should You enter on behalf of someone else You warrant that You are duly authorised to do.
- 9.3. In the circumstances, you hereby expressly agree and consent to your Personal Information being collected, used and shared ("Processed") for the purpose of your participation in the Event, and as set out in the privacy policy available at <https://www.entryninja.com/privacy-policy>.
- 9.4. You furthermore expressly acknowledge and agree that:
- 9.4.1. Due to your participation in the Event, the Event organiser may contact you from time to time (by means of electronic mail, the short message service and/or telephone calls) for purpose of communicating Event related information;
  - 9.4.2. The Event organiser shall be entitled to use your name, race information and any media (photographs, video tapes, broadcasts and telecasts) in which you may appear free of charge;
  - 9.4.3. The Event organiser may process your personal information (i), within the Event organiser and/or any of its subsidiaries or any other legal entity, joint venture and/or partnership wherever situated or operating that renders services or otherwise conducts business similar to that of the Event organiser; and/or (ii) via any third party with whom the Event organiser enters into a services agreement with for the purposes of delivering the Event and the products and services which form a part thereof; and
  - 9.4.4. Should You opt in, you accept that your Personal Information will remain confidential but consent to same being shared with the parties involved in the organisation of the Event for purposes of sending You event related material and promoting activities related to the Event (including marketing material, advertising material, newsletters or any other informative material relating to the Event organiser, its business and/or any other sporting events that the Event organiser reasonably believes that You may be interested in).
- 9.5. Your Personal Information will be processed in accordance with applicable law, the terms and conditions hereof and the requirements directly applicable to the provision of the Event services. Your Personal Information will only be processed in a manner consistent

with the operational requirements of the Event and the TOTALSPORTS Women's Race – Joburg Website and to the minimum extent necessary.

- 9.6. Your Personal Information will be deleted and/or destroyed on receipt of Your written instructions to do so and/or when it is no longer required for the purpose it was initially collected or subsequently processed.
- 9.7. The Event organiser may retain anonymous information from deleted profiles to comply with the law, prevent fraud, resolve disputes, troubleshoot problems, and enforce any terms. Any retained information will be handled in accordance with the organiser's Privacy Policy.
- 9.8. The appropriate, reasonable, technical, and organisational measures, as required by applicable law, shall be taken to protect any information submitted to or collected by the Event organiser from loss, misuse, unauthorised access, disclosure, alteration, or destruction.
- 9.9. The transmission of Your Personal Information over the internet is not without risk and You accordingly acknowledge and agree that no warranty of security of transmission of information is hereby provided. All provision of Personal Information is made at Your own risk.

#### 10. SANCTION FOR CONTRAVENTION OF THE RULES

- 10.1. You warrant that You have not been suspended or banned from participating in the TOTALSPORTS Women's Race Series or associated events and acknowledge that You shall not be entitled to participate in the Event if You have been so banned or suspended from participating in the TOTALSPORTS Women's Race Series for any reason.
- 10.2. Should You breach the terms hereof, the organisers reserve the right to impose a sanction upon You, including prohibition from future participation in the Event or related events.
- 10.3. You hereby irrevocably consent to Your name and/or race number being publicly displayed and published (including on the internet) in the event that you are disqualified from the Event or another sanction imposed upon you for a breach of these terms and conditions or the Event rules.

#### 11. GENERAL

- 11.1. The Event organiser reserves the right to change the date and/or time of the Event at its sole discretion.
- 11.2. By participating in the Event, You warrant that You are in good health, physically fit and sufficiently trained to do so.
- 11.3. The Event organisers reserve the right, in their absolute discretion, to change the Terms and Conditions without prior notice to you, such amended and/or updated terms and conditions shall be effective as from the publication thereof on the TOTALSPORTS Women's Race Series Website. The Event organiser will endeavour, as a courtesy, to provide You with a copy of such updated or amended Terms and Conditions, but You expressly agree that they shall be under no obligation to do so.
- 11.4. If one or more of these terms are found to be unenforceable, such term will be deemed to be severable from the remainder of the terms and the remaining terms shall in all other respects remain in full force and effect.
- 11.5. You confirm that you understand the importance and the meaning of these terms and conditions, and that by agreeing hereto, You are waiving substantial legal rights (on your

own behalf and on behalf of those in Your care). Furthermore, You acknowledge that You have been free to secure independent legal and/or other advice as to the nature and effect of all the provisions hereof, and that You have either taken such independent legal and/or other advice, or dispensed with the necessity of doing so.

11.6. Marshals, traffic, and police officials must be obeyed at all times. If You are instructed by any marshal, race official, medic, traffic or police official to stop, You must do so immediately.

11.7. You must complete the Event under Your own effort and may not receive any assistance in this regard.