

Terms and Conditions of Entry

Muster Te Anau (“MTA”) organises and hosts the Men’s Muster 2022 (“MM22”). It is your responsibility to read and understand all of the entry conditions for the MM 22. When you enter the event you will be asked to accept the conditions of entry.

1. In accepting the entry conditions, you are bound to all matters relating to the event and accept that any decisions the MTA makes will be final.
2. Each person who attends the Men’s Muster 22 agrees to be bound by these terms and conditions and acknowledges that these terms and conditions may be subject to change from time to time at the discretion of MTA without notice to the attendee.
3. I confirm, where this entry is completed on behalf of me and/or others, that these others have been made aware of the Terms and Conditions of entry and that each of them confirm the waiver, release, discharge and indemnity set out therein, including on behalf of their executors, administrators and assigns.
4. MTA reserves the right of acceptance, however places in the event will be allocated from eligible entries in the order in which they are received.
5. In the case of a "waitlist" , it will be filled in the order in which they are received and people will be invited from this list as space becomes available.
6. Tickets may not, without the prior consent of MTA, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If a ticket is sold or used in breach of this condition, the ticket may be cancelled without a refund and the bearer of the ticket may be refused admission.
7. The participant MUST be the person named on the entry and may be asked to provide photo identity.
8. As you will be using public facilities as part of the MM22 you will need to be respectful and adhere to all instructions from event staff and volunteers. MTA reserves the right to remove any Participants who do not adhere to instructions from volunteers or MTA staff members. It may be a condition of entry to some of the public facilities that a search of a person and / or their possessions will be required at the time of the entry and / or exit.
9. In accepting the entry conditions, you are authorising your name, voice, photograph, video or any information provided on your entry form to be used, without payment, in any public broadcast, telecast, advertising, promotion, social media setting or in any other way relating to this event.
10. Whilst all material and content provided with regard to the MM22 is derived from sources believed to be accurate and current, we give no representation or warranty as to the reliability, accuracy or completeness of the content sourced from third parties.
11. All implied conditions and warranties in relation to these terms are excluded to the fullest extent permitted by law. You agree that to the extent that you are acquiring goods or services under these Terms for the purposes of a business, the guarantees provided under the Consumer Guarantees Act 1993 shall not apply to MTA’s supply of such goods and services.

12. Persons under the age 18 years of age are not permitted to attend the MM22.
13. You are responsible for keeping your personal details held by the committee up-to-date. You must notify the MTA through the follow up email following registering, of any medical conditions that could affect your safety.
14. No refunds for withdrawals will be made within 1 days of the event. See our refund policy below.
15. Under no circumstances will MTA, its sponsors, or any party associated with the event including their employees or agents, have any responsibility or be liable in contract, tort or otherwise, to compensate any participant or any other party that is directly or indirectly associated with that participant, for any loss, (including financial loss), injury, damage or death arising directly or indirectly from: (a) their intended or actual participation in the event and its related activities; (b) any act, omission, error or delay (whether negligent or otherwise) of MTA, sponsors or any party associated with the event or its employees or agents.
16. Any prizes given throughout the event are not transferable, exchangeable or negotiable and are not redeemable for cash. MTA reserves the right to alter the terms of any prize/promotion, substitute prize components of equivalent or greater value if any part of a prize becomes unavailable. Muster Te Anau excludes any liability where it is unable to deliver a prize due to unforeseeable circumstances (e.g. Covid-19 lockdown/event cancellation).
17. Any complaints regarding the events will be handled by the Trust in accordance with its complaints policy available by contacting MTA through the website.

Challenge Day Rules

1. MTA reserves the right, at their absolute discretion, to refuse entry to individuals whom they deem to not be suitable or capable of completing the event.
2. You agree to abide by the challenge rules.
3. You must attend the race safety briefing held the before the event.
4. You must carry the compulsory gear with you at all times during the event. Your gear may be checked at any stage by challenge officials, with some spot checks occurring before, during and at the finish line.
5. You must wear the identification provided to you at all times during the challenge. Your challenge identity must be attached to the front of your body, and must be clearly visible at all times so that it can be recorded at all checkpoints. Failure to do this may lead to exclusion from the results.
6. Competitors not carrying the compulsory gear and correct identification may be disqualified and withdrawn from the event.
7. If you encounter a fellow participant who is injured or in serious difficulty, it is your obligation to provide assistance and/or support until race officials can be notified and suitable assistance is available.
8. You must follow the instructions of the race officials at all times.
9. MTA reserves the right to withdraw competitors from the event at any time for their own safety.
10. If you are unable to finish the event, you must inform the nearest checkpoint of your decision to withdraw.
11. Bring out all your rubbish with you.

Privacy Statement

We collect personal information from you, including your, name, contact information, interactions with us, billing or purchase information, medical information.

We collect your personal information in order to:

- provide appropriate communications with individuals that are interested in the Men's Muster event
- provide appropriate medical assistance to event participants if required by volunteers in to be used in the event of an emergency.

Providing some information is optional. If you choose not to send your medical/health information, we may not be able to provide an appropriate medical response in some emergencies.

We keep your information safe by restricting access to the MM22 Organising Committee, website builder and those mentioned above, but understand that your information will also be held by MTA for the purposes of COVID-19 contact tracing and may be disclosed to the Ministry of Health should the need arise.

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you would like to ask for a copy of your information, or have it corrected, please contact us through the website.

MTA may disclose the information provided by you to MTA to its related companies, to any service providers as required to provide you the MM22, and may use the information for marketing future events, and other marketing and promotional purposes, including offering products and services of potential interest to you. Please let us know if the notes if you do not wish to be contacted except for direct information regarding MM22.

Refund Policy

1. Except as set out below, any refund of the ticket price is at the sole discretion of MTA, except as required by law, within 15 days of the MM22.
2. Refund Policy. No refunds will be given within 15 days of the event date - no exceptions. A \$100 admin/booking fee per entry will apply prior to this date. I acknowledge that if the event is cancelled due to a natural disaster or 'Act of God' conditions causing the cancellation of the event, my entry fees will not be refunded.
3. Transfer Policy. Person to person transfers may be made between competitors up to 14 days prior to the event date, by emailing MTA - after this they must be made at the event day registration.
4. Covid 19 Policy. Should any of the MM22 be cancelled due to government imposed restrictions as a result of COVID-19, all participants will have entry automatically transferred to the following years event or on request receive a refund of 50% of the ticket price, excluding transaction fees. The remaining non-refunded amount will be retained to cover reasonable administration & cancellation costs, including any charity donation. All competitors who are entered into the event will be contacted

via email if there are any changes to the event. No other refund will be given except in line with our refund terms. This includes if the participant is feeling unwell and follows Ministry of Health advice to stay home.

Governing Law

The provision of goods and service by the Men's Muster are governed by and to be interpreted in accordance with the laws in force in New Zealand.

General Terms

In consideration of being permitted to enter the Event the Participant, for himself, his personal representatives, heirs and next of kin hereby:

1. Acknowledges and agrees that:

- a) the Event may involve; biking, hiking, running, driving, crossing and/or travelling on roads, yoga, and other unspecified activities.
- b) the Participant is aware of and understands the type of activities he will potentially be involved in during the Event and recognises that the Event may include the following hazards:

- remoteness from assistance and/or medical aid,
- vehicle traffic,
- actions of other participants, spectators and the public,
- weather conditions,
- natural and man-made objects encountered during the Event,
- other unspecified hazards.

c) the Participant is aware of the potential hazards involved in the Event and acknowledges that there is a risk of injury to him and others (including permanent injury, mental injury, paralysis and death) and damage to property including, without limitation, any property in the Participant's control or possession.

2. The Participant certifies that he is physically fit and, in particular, has sufficient fitness for participation in the Challenge. The Participant has not been advised by anyone including a qualified medical person that he cannot participate in the Challenge and knows of no reason why he should not participate in the Challenge.

The Event Organiser reserves the right, at its absolute discretion, to refuse entry to any Participant who it deems unsuitable to participate in the Challenge. The Event Organiser reserves the right, at its absolute discretion, to remove any Participant from the Challenge at any time for his own safety.

3. The Participant accepts he must attend the safety briefing to be held before the commencement of the Challenge.

4. The Participant waives, releases and discharges from any and all liability for; death, disability, personal injury, property damage, property theft and all other foreseeable risks, claims or actions of any kind (including negligence and breach of contract) whatever and however occurring (and including legal fees incurred as a result of any claim, whether it is valid or not) which may arise, at any time, from or in connection with, directly or indirectly, the Participant's participation in and travel to the Event, the following persons or entities; the Event Organiser, Event sponsors, Event producers, community organisations, all National and Local Government authorities in which the Event may be staged, the owners, licensees or occupiers of any property upon which the Participant may enter during the Event and; the respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers of the above including medical and paramedical personal appointed for the Event.

5. The Participant indemnifies and holds harmless the persons or entities mentioned in clause 4 from any and all liabilities, claims or actions (including negligence) whatever or however caused arising as a result of or in connection with, directly or indirectly, the Participant's participation in and travel to and from the Event, including any person assisting the Participant or his team.

6. The Participant acknowledges that he is responsible for his personal property and equipment during the Event.

7. The Participant accepts he is required to carry the compulsory gear ("Gear"), as specified by the Event Organiser, with him at all times during the Challenge. The Participant acknowledges that his Gear may be checked at any stage before, during, or at the finish line of the Challenge by Event Officials. If a Participant does not carry the Gear the Event Organiser reserves the right to remove the Participant from the Challenge.

8. The Participant accepts he is not to leave any item on the Challenge course. Any rubbish the Participant may generate during the Challenge must be carried out by the Participant to the finish line where it is to be disposed of appropriately.

9. The Participant agrees to wear the Challenge identification tag ("Tag") provided to him by the Event Organiser. The Participant accepts his Tag must be attached to the front of his body and clearly visible at all times. Failure to comply with this condition may mean the Participant's completion of the Challenge will not be recognised by the Event Organiser or the Event Organiser may remove the Participant from the Challenge.

10. The Participant accepts the communications, search, rescue and medical aid arrangements put in place by the Event Organiser. The Participant understands and agrees that in the first instance he is responsible for the provision of first aid to himself. The Participant is responsible for his, and his team's, timely removal from the Challenge course to a medical facility should medical treatment be required. The Participant gives consent to receiving any first aid and medical treatment which may be deemed advisable in the event of an accident, injury and/or illness as a result of the Participant's involvement in the Event.

11. The Participant agrees that if he is unable to complete the Challenge for any reason he must inform Event officials at the nearest checkpoint of his decision to withdraw from the Challenge.

12. The Participant accepts that should he encounter a fellow participant who is injured or in serious difficulty he is obligated to provide assistance and/or support to that participant until the Event officials have been notified and suitable assistance has arrived.

13. The Participant certifies that the medical information supplied by him on the registration form for the Event is true and correct and consents to, and authorises, that information being provided to any medical practitioner, ambulance officer or any person involved or associated with any medical treatment or assistance that may be required by the Participant as a result of his participation in the Event, regardless of whether the treatment is actually given.

14. The Participant grants permission to the Event Organiser, agents, employees, contractors and sponsors to:

- a) Photograph, film or otherwise record the Participant's voice, image and likeness in connection with the Event (each, an "Appearance"); and
- b) Commercially exploit all Appearances, including (without limitation) to use any Appearance in advertising, publicity, promotional and merchandising activities;

15. The Participant agrees that the Event Organiser is the exclusive owner of, and retains all copyright and any other intellectual property rights that are recognized or protected under law in, each Appearance and all adaptation, modifications and new versions of each Appearance, whether existing now or in the future.

16. The Participant agrees that the Event Organiser may assign any or all of its rights under this Agreement to any person or entity at any time without notice.

17. The Participant acknowledges that the Event Organiser reserves the right to alter the advertised course if conditions warrant or if the Event Organiser deems any alteration of the Challenge course is necessary for any other reason.

18. The Participant agrees that the Event Organiser may cancel or postpone the Event due to weather conditions, natural disaster, "acts of God", terrorism, war, or any other reason so determined by the Event Organiser and that the Participant's ticket will be not be refunded should cancellation or postponement occur pursuant to this clause.

19. The Participant agrees that the Event Organiser may cancel or postpone the Event due to outbreak of virus or disease, or central government restrictions. If the Event is cancelled due to outbreak of virus or disease, or central government restrictions the Participant's ticket will be transferred to the following year's event or the Participant may receive a 50% refund of the ticket price, excluding transaction fees. The Participant's ticket will not be refunded if, following Ministry of Health advice, he is unable to attend the Event.

20. The Participant agrees to abide by the Event rules and all directions of Event officials, and understands that his ticket may be cancelled if through his actions or behavior, in the

opinion of the Event Organiser, he breaks any of the Event rules or brings the Event into disrepute.

21. The Participant acknowledges and agrees that:

- a) He must be the person named on the ticket and proof of photo ID may be required by the Event Organiser.
- b) The Event Organiser reserves the right to cancel any ticket at its absolute discretion.
- c) If the Event sells out the Event Organiser may create a waitlist and tickets will be offered, as they become available, in order in which registration to the waitlist was made.
- d) Tickets may not, without the prior written consent of the Event Organiser, be resold in any circumstances. If a ticket is resold or acquired in breach of this condition, the ticket may be cancelled without a refund or the bearer of the ticket may be refused participation in the Event.

22. The Participant acknowledges that he is providing personal information to the Event Organiser and consents to the release of the personal information to third parties in connection with the uses contemplated by this Agreement.

23. The Participant acknowledges that his personal information may be held by the Event Organiser for the purposes of Covid-19 tracing and may be disclosed to the Ministry of Health.

24. The Participant acknowledges he is responsible for keeping all personal information held by the Event Organiser up-to-date. The Participant must notify the Event Organiser via the follow-up email received following registration of any medical conditions that could affect his safety.

25. The Participant acknowledges and agrees that he has chosen of his own free will to enter the Event and has not relied on any oral representations, statements or inducements by the Event Organiser when entering the Event.

26. The Participant certifies that he will be eighteen (18) years of age or older before the Event starts.

27. The Participant must be respectful of all Event staff and volunteers and adhere to all instructions from Event staff and volunteers. The Event Organiser reserves the right to remove any Participant from the Event who fails to comply with this clause.

28. The Participant acknowledges that it may be a condition of entry to some of the public facilities, used over the course of the Event, that a search of a person and/or his possessions is required at the time of entry and/or exit.

29. The covenants of the Participant in clauses 4 and 5 of this Agreement are given for the benefit of and are enforceable in terms of the Contracts (Privacy) Act 1982 of New Zealand by those parties listed in clause 4. This Agreement may be varied by the parties to it without the approval of the parties listed in clause 4.

30. Any term of this Agreement which binds more than one party binds the relevant parties jointly and severally.

31. This Agreement may be executed by each signatory in separate counterpart copies, whether originals, photocopies, fax or electronic copies. When each signatory has executed at least one copy, the separately signed documents when brought together will form a binding legal agreement.

32. The Consumer Guarantees Act 1993, the Fair Trading Act 1986, and other statutes may impose warranties, conditions or obligations on the Event Organiser which cannot by law (or which can only to a limited extent by law) be excluded. We exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.

Covid-19 Terms

COVID-19 TERMS may be changed as guidelines change

Rest assured, we are committed to the safety of all our staff and volunteers, competitors and visitors. To continue to keep the safety and wellbeing of all at the forefront our COVID-19 Policy has been developed to keep all competitors and visitors informed about what we are doing in response to the COVID-19 Pandemic. Muster Te Anau is committed to providing a safe and enjoyable event, and will follow appropriate guidelines from the government closer to the event. Our standard terms and conditions apply except for the following changes.

VACCINATION PASS REQUIREMENTS

Full COVID–19 Vaccination Pass requirements for all entrants from 23rd December 2021 are in lines with the NZ Government policy for the under the current system.

If vaccines are a requirement and if you are unable to get a vaccination for medical reasons, you will be required to show proof of your Government approved exemption. Your honesty, co-operation and kindness will ensure that you can make the most of your time in Fiordland.

SAFETY MEASURES

Please see the list of safety measures we will have in place. We ask that you kindly comply with these guidelines. Failing to do so, may result in your entry being cancelled.

- **SOCIAL DISTANCING** - Please follow requests for social distancing and mask-wearing where possible throughout the duration of the event.
- **HAND HYGIENE** - Proper and frequent hand washing and the use of sanitisers will help combat the spread of any viruses. Please use hand sanitisers that will be located around the event facilities.

- **REGISTRATION** - During peak times, we may have to operate with a limited number of people in the registration venue at any one. This is to ensure adequate social distancing and sanitising can take place in between entrants.
- **RESPECT STAFF** - We kindly ask that all entrants respect all staff and volunteers by following the guidelines set out in the current COVID-19 Policy. Abusive behaviour towards staff or volunteers or deliberate non-cooperation will result in your entry being cancelled and/or removal from venue and/or race.

We acknowledge that not everyone wishes to be vaccinated against COVID-19. However, in order to fully operate, Muster Te Anau is bound by NZ Government legislation at the time.

WHAT TO DO IF YOU BECAME UNWELL DURING THE EVENT

Should you have any flu or COVID-19 symptoms during the event please immediately self-isolate and phone Healthline on 0800 358 5453 for further guidance. Also advise the event organisers of the situation (so they know to sign you out of the event).