



# Gold Run 2018 Terms and Conditions

## Gold Coast 2018 Commonwealth Games™ (GC2018) Gold Run 2018 – terms & conditions

### 1. General

- 1.1 The following terms and conditions will apply to your entry and participation in the Gold Coast 2018 Commonwealth Games™ Gold Run 2018 (**Gold Run**) which will be held on 15 April 2018 and is conducted by Gold Coast 2018 Commonwealth Games Corporation ABN 47 959 083 668 at 179 Heeb Street, Ashmore, Queensland 4214, Australia. (**GOLDOC**).
- 1.2 By submitting an entry and participating in the Gold Run you acknowledge that you have read, and agree to be bound by these terms and conditions. The instructions on how to submit an entry form part of these terms and conditions.
- 1.3 In addition to these Conditions, Gold Run participants' entry to and presence at the Venue is subject to the venue entry conditions, including the security protocols and the public order and safety conditions of admission that apply to a GC2018 venue, including as amended, supplemented or replaced from time to time and published at gc2018.com ("Venue Entry Conditions"). Any person who fails to comply with these conditions or the Venue Entry Conditions may be refused admittance to or ejected from the Gold Run.

### 2. Entry Process

- 2.1 Persons under the age of eighteen (18) years as at 15 April 2018, must have parental consent when submitting an entry.
- 2.2 To submit an entry, you must visit [www.gc2018.com/goldrun](http://www.gc2018.com/goldrun) and:
  - (a) acknowledge that you have read and agree to be bound by these terms and conditions by checking the relevant box;
  - (b) complete your details (first name, last name, phone number, email address, suburb, postcode and any other required details);
  - (c) accept the relevant permission prompts;
  - (d) pay the entry fee of \$66.00 (inclusive of GST); and
  - (e) submit your entry via the prompts provided.
- 2.3 Entries close on 31 January 2018 at 11:59pm (AEST). GOLDOC reserves the right in its sole discretion to amend or extend the closing date, the number of entries or the method for entries to be submitted.
- 2.4 Notwithstanding clause 2.3 entries are strictly limited to 6600 participants. Once this number is exhausted entries will close and any entries submitted after this time will not be able to be processed.

- 2.5 You must only submit an entry in your personal capacity, and not in any professional or commercial capacity.
- 2.6 Your entry may not be accepted by GOLDOC and may be invalid if it is incomplete, indecipherable, or illegible.
- 2.7 You warrant that any information you provide to GOLDOC in relation to the entry submitted is truthful, current, complete and accurate.
- 2.8 You understand that GOLDOC may at any time verify any information that you have provided or that relates to your entry.
- 2.9 If any information you have provided is found to be fraudulent, invalid, incomplete or inaccurate or you are otherwise found to have manipulated the entry process, acted unfairly, dishonestly or unlawfully, your entry may be disqualified at any time prior to your participation in the Gold Run. Your entry fee will not be refunded.
- 2.10 You may only transfer your entry to another person by visiting [www.gc2018.com/goldrun](http://www.gc2018.com/goldrun) and completing the required prompts. If you have selected for your Gold Run race pack to be posted out to you, you acknowledge that you may not transfer your entry via the online registration system after 31 January 2018. After this date, any transfers may only be completed in person at the check in centre (location and operating time can be viewed on via [www.gc2018.com/goldrun](http://www.gc2018.com/goldrun)). If you selected to collect your race Gold Run pack at the check in centre, you will be able to complete a transfer to another person online up until you arrive at the check in centre.

### **3. Participation**

- 3.1 You acknowledge that the Gold Run will be a five (5) kilometre walk/run conducted during the staging of and on part of the course of the GC2018 Marathon events. Accordingly, you agree to only complete the course designated by GOLDOC, GOLDOC reserves the right in its sole discretion to amend or extend this course or design. So as not to interfere with the staging of the Marathon events, course cut-off times will apply (being a maximum of one (1) hour after the start time, which may be reduced in GOLDOC's absolute discretion). Any entrant who is unable to meet the course cut-off time will not be permitted to remain on the course and must exit the course via the areas designated by GOLDOC.
- 3.2 When participating in the Gold Run you must comply with these terms and conditions together with any rules, directions and guidelines provided to you by GOLDOC or any person acting under the authority of GOLDOC from time to time. You acknowledge that GOLDOC or any person acting under the authority of GOLDOC may remove you from the Gold Run area and/or exclude you from participating in the Gold Run:
  - (a) if you fail to comply with these terms and conditions or any direction given;
  - (b) if your behaviour is inappropriate, offense or abusive;
  - (c) to prevent damage to any property; or

- (d) on medical or health and safety grounds.
- 3.3 You must arrive at the designated starting line on the date and at the time notified to you by GOLDOC. Failure to do so may result in you being excluded from participating in the Gold Run.
- 3.4 Entrants will only be permitted to walk or run unassisted, without the aid or use of prohibited items such as bikes, hand cycles, prams, baby carriers, scooters, skateboards, rip sticks, rollerblades or similar items when participating in the Gold Run, with the exception of race wheelchairs. Entrants participating in race wheelchairs will start one (1) minute prior to all other entrants. Day chairs will start at the back of Start Zone E.
- 3.5 You acknowledge that pets (other than assistance dogs) will not be permitted to participate alongside you in the Gold Run unless previously approved or advised in writing by GOLDOC in GOLDOC's absolute discretion.
- 3.6 You must wear the official race number and uniform (consisting of a shirt) provided to you to gain access to the Gold Run course as well as during your participation in the Gold Run. You acknowledge that the uniform may include commercial signage and/or logos as designated by GOLDOC.
- 3.7 The Gold Run race pack (including official race number and uniform) will be available for collection from the check in centre. Alternatively, you may elect to have the Gold Run race pack issued to you via post to the address nominated in your registration at a fee of \$12.00. If you elect to receive the Gold Run race pack via post, you acknowledge that the address you provide must be a registered postal address in Australia. GOLDOC will not be liable for any lost correspondence that results from your failure to update your postal address. You acknowledge and understand that you are not able to collect your Gold Run race pack (and therefore gain access to the Gold Run course) on the day of the Gold Run.

#### **4. Minors**

- 4.1 You confirm that you will be twelve (12) years or older as at 15 April 2018 and acknowledge that GOLDOC will not accept any entries where the participant is under the age of twelve (12) years as at this date.
- 4.2 Persons under the age of eighteen (18) years as at 15 April 2018 participating in the Gold Run must have a parent or guardian consent to enter the event. The parent/guardian is responsible for the health and safety of their child/children/subjects of guardianship at all times.
- 4.3 Persons between the age of twelve to fifteen (12-15) years as at 15 April 2018 participating in the Gold Run must have a parent or guardian entered into the event with them, however they will be allowed to run at their own pace.

#### **5. Risk, health and safety**

- 5.1 You acknowledge that your participation in the Gold Run can be inherently dangerous and that you may be exposed to certain risks as a result of participating in the Gold Run, including personal injury and/or death,

property loss or damage. You acknowledge that it is your responsibility to ensure that you are appropriately hydrated while participating in the Gold Run.

- 5.2 You confirm that to the best of your knowledge and belief, you are not aware of any condition/impairment that would prevent you from participating in the Gold Run and you are sufficiently physically fit to participate without risk to your health. You acknowledge that it is your responsibility to seek your own medical advice in relation to your participation in the Gold Run and you are wholly responsible for acting on all medical advice and for taking all such precautions as may be necessary in relation to any conditions or impairments that you may have at the time of your participation.
- 5.3 If you are injured or become ill whilst participating in the Gold Run, you consent to the administration of first aid and/or medical treatment by GOLDOC and any of its employees, volunteers or agents or any organisation GOLDOC has arranged to provide such treatment. You acknowledge that you are responsible for the payment or reimbursement of any medical costs incurred by or on behalf of GOLDOC in respect of any first aid or medical treatment you receive as a result of your participation in the Gold Run.

## **6. Liability**

- 6.1 You acknowledge and agree that your participation in the Gold Run is at your own risk.
- 6.2 You agree to take all reasonable measures to protect yourself and all other participants, officials and spectators from the risks of participating in the Gold Run and undertaking other activities while at the Gold Run.
- 6.3 You acknowledge that you are responsible for all property you bring to the Gold Run and that GOLDOC accepts no responsibility for any loss of or damage to any property.
- 6.4 You hereby release and hold harmless GOLDOC (and its respective executive members, directors, officers, employees, volunteers, contractors or agents) from any liability for any expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) (Losses) suffered by you in relation to your participation in the Gold Run and undertaking any other activities during the Gold Run. Nothing in this clause limits or excludes liability: (a) for personal injury or death caused by negligence; (b) for fraud; or (c) to the extent such limitation or exclusion is not permitted by applicable law, and such terms are severable and do not invalidate the remaining terms
- 6.5 To the extent permitted by the law, you indemnify GOLDOC and its Personnel against any Losses incurred or suffered by any of them which arise out of, are caused by, are attributable to or result from any breach of these terms and conditions, breach of any warranty or any wrongful or negligent act or omission by you.



## 7. Refunds

7.1 The following conditions apply in respect of refunds:

- (a) If the Gold Run is delayed for any reason (including as a result of the delay of the staging of the GC2018 Marathon events) but completed (or determined substantially completed by GOLDOC in its absolute discretion) on the same calendar day, you are not eligible for a refund of the entry fee;
- (b) If the Gold Run is rescheduled, before commencing, to an alternate day or venue, you may retain your uniform and race bib for admission to the rescheduled event or request a refund;
- (c) If the Gold Run is cancelled (i.e. not held at all) you will receive an automatic refund within 30 working days of the cancellation of the Gold Run.

## 8. Commercial Rights

8.1 You must not display any visible signage or logos or promote any product, service, brand or entity in any manner or use your participation to further any cause, including any political cause, in any way during or in connection with your participation in the Gold Run. You must not knowingly participate in, facilitate or encourage ambush marketing of GC2018 or act in any way which could harm GOLDOC, GC2018 or any commercial rights granted to sponsors of GC2018. For the purpose of these terms and conditions, ambush marketing means any activity, commercial or non-commercial, undertaken by a person, which may reasonably imply that a person is associated or affiliated with GC2018 where the person is not so associated or affiliated and includes the display or distribution of advertising materials or products with the intention of gaining exposure for any product, service, brand or entity unless such activity has been authorised by GOLDOC in writing.

## 9. Use of image and marketing

9.1 In participating in the Gold Run you:

- (a) acknowledge and agree that photographs or audio or video recordings containing the image, voice or likeness (**Recordings**) of participants (including you) may be taken, captured or made by GOLDOC or any officer, director, employee, agent, subcontractor or volunteer of GOLDOC (**Personnel**);
- (b) give unconditional and irrevocable consent for GOLDOC and its Personnel to use the Recordings and any information previously provided by you to GOLDOC (including any personal information or other content) (**Content**) in perpetuity without restriction as to changes or alterations, and to disclose any of your personal information that is contained in any Recording or Content, to any person and via any medium for the purpose of staging and promoting the Gold Run (including your participation in the Gold Run), GC2018 and the Commonwealth Games;

- (c) acknowledge and agree that you are not entitled to any remuneration, royalties or any other payment from GOLDOC in respect of the use of any Recordings or Content;
- (d) acknowledge and agree that as between yourself and GOLDOC, GOLDOC is the sole legal and beneficial owner of all intellectual property rights in and attaching to any Recordings and consent on an irrevocable, worldwide and perpetual basis, to the infringement of all moral rights you may have in and to any such Recordings; and
- (e) acknowledge and agree that GOLDOC may assign or transfer the benefit of the consent given under this clause 8.1 to any person.

## **10. Collection and use of information**

- 10.1 Any confidential or personal information you provide to or is collected by GOLDOC in connection with your participation in the Gold Run will be dealt with by GOLDOC in accordance with GOLDOC's privacy policy which is available at [gc2018.com/privacy](http://gc2018.com/privacy).
- 10.2 GOLDOC may record or use any information you provide to GOLDOC for the purpose of conducting the Gold Run and any other purpose set out in GOLDOC's privacy policy.

## **11. General**

- 11.1 You acknowledge that GOLDOC may withdraw your right to participate in the Gold Run at any time in GOLDOC's absolute discretion and that any such decision by GOLDOC will be final and binding and no correspondence will be entered into by GOLDOC in this regard.
- 11.2 If any provision or part of a provision of these terms and conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 11.3 Should any provision of these terms and conditions be held to be unenforceable, such provision will be deemed severed from these terms and conditions without affecting the enforceability or validity of the remaining provisions which shall continue in full force and effect.
- 11.4 GOLDOC reserves the right to make amendments to these terms and conditions from time to time at GOLDOC'S sole discretion and without notice. A full copy of the latest version of these terms and conditions will be available at [www.gc2018.com/goldrun](http://www.gc2018.com/goldrun).
- 11.5 These terms and conditions are governed by the laws of Queensland, Australia and GOLDOC and all entrants irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.
- 11.6 Any information requests or other correspondence in relation to these conditions should be directed to: [goldrun@gc2018.com](mailto:goldrun@gc2018.com) or 1300 201 800.



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# Gold Coast 2018

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Government