

# GREAT AUSTRALIAN POKER RUN EVENT TERMS AND CONDITIONS

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## 1. Terms and Conditions

By purchasing a ticket to participate in the Event, you agree to the terms and conditions set out below by the Event Organiser Great Australian Poker Run Pty Ltd (GAPR) ABN: **39104129026**

All participants are required to complete the registration, agree to the official waiver and pay the official entry fee.

Children under the age of 18 must be accompanied by an adult at the Event.

## 2. Cancellation of Events

There are occurrences beyond our control when circumstances such as extreme weather conditions require us to cancel an event. We are not liable to the participant for any loss or damage in the event of poor weather before or during the event. We reserve the right to cancel or alter the event when required to do so.

## 3. Communication

By entering the event you consent to receiving and reading the information about the event. Event communication will primarily be via email. Updated information will be posted on the event website and through social media from time to time.

You are requested to provide a valid email address, so you can keep up to date with information about the event. Please ensure you view the website and all communications to stay informed about the event.

## 4. Copyright

All material on the event website and social media is protected by copyright unless otherwise noted and may not be used except as permitted in the text on the site.

You may not distribute, modify or reuse the contents of the site for public or commercial purposes without the written permission of Great Australian Poker Run Pty Ltd Company of 4/3 Rocklea Drive Port Melbourne Vic 3207

## 5. Personal Wellbeing and Security

Participants must take responsibility for their behaviour, safety, wellbeing and security during the event. It is each participant's responsibility to have suitable food and any medication that may be required with you at all times.

First aid will be available at the event. Should you require ambulance transport to hospital, it will be at your own expense.

Participants accept they are responsible for their personal belongings during the event. Valuable items should not be left without supervision, as no liability will be accepted for loss or damage of personal belongings or injuries that happen through participation in the event.

Participants are not covered by Great Australian Poker Run for injuries or damage if an accident occurs.

## 6. Photography

Photos and Videos will be carried out during the event, which will be used to promote the event and future fundraising activities.

The participant agrees that he / she may be photographed or filmed during the Event and consents to GAPR using the participant's image for post or future Event promotion.

The parent / guardian of a child under the age of 18 acknowledges and agrees that their child may be photographed or filmed during the Event and consents to GAPR using the participant's image for post or future Event promotion.

## 7. Privacy

GAPR staff and volunteers understand and respect your right to Privacy and will ensure that we uphold your rights and provide you with information on how we do this.

The participant consents to his/ her details being held by GAPR and shared with the following third parties, understanding that GAPR takes all reasonable steps to ensure third parties manage the participants personal information in accordance with the Privacy Act;

- a) The organisers of the GAPR
- b) Official photographer
- c) Design company to produce event promotional material

Your personal information, including photos, is collected, held and used by GAPR for event coordination and administration purposes, GAPR event marketing and charity fundraising activities. Please contact us if you do not consent to GAPR holding and/or sharing your personal information.

All financial information pertaining to customers of GAPR is stored securely in line with the Payment Card Industry Data Security Standards (PCI DSS), with no complete bank details retained. In some situations, we use the assistance of professional financial gateway specialists to assist with financial transactions, for further information on these companies please see their websites:

- [www.stripe.com](http://www.stripe.com)
- [www.paypal.com](http://www.paypal.com)

All information is retained securely for the period of time determined by law and disposed of in a secure manner.

#### **8. Refunds**

Tickets are not refundable if a participant changes their mind or is no longer able to participate in the Event. Tickets are not transferable to another person or to a future event.

Except as otherwise stated in these Terms and Conditions and as required by law, GAPR are under no obligation to refund monies or entry fees due to non-use, cancellation, failure to participate or dissatisfaction by the participant.

The Event will be held outdoors and may proceed notwithstanding poor weather conditions on the day of the Event. GAPR is not liable to the participant for any loss, damage, cost or expense of any kind including, but not limited to the refund of entry fees, in the event of poor weather before or during the Event. GAPR is not liable to the participant for any loss, damage, cost or expense of any kind including, but not limited to the refund of the entry fee, if the participant is denied access to or removed from the Event for any reason.

Any merchandise purchased is not refundable if a participant changes their mind or is no longer able to participate in the event.

#### **9. Rules and Safety**

It is a requirement that all participants ensure their vehicle/ vessel is compliant according to law and suitably insured for this Event.

All participant must follow proper Roads and Maritime Services rules and safety laws including directions by Police, Water Police, Event staff and volunteers.

It is a requirement that all participants comply with the single file and no overtaking rules, as well as the event 30 mph speed limit.

#### **10. Acknowledgement and Waiver**

The participant acknowledges that this is a potentially dangerous activity and that he/she participates at his/ her own risk. The organiser will do it is reasonably expected to do to create a safe environment but the participants should have their own boat and property insurance for damage or loss.

The participant releases GAPR, its servants and agents from all claims for injury, loss or damage of whatever kind they may suffer as a result of any acts or omissions whether negligent or otherwise of GAPR, it's servants or agents in relation to the Event.

Great Australian Poker Run reserves the right in its absolute discretion to:

- a) Change or vary the route without notice
- b) Cancel or reschedule the time or place of the Event for any reason at any time prior to the commencement of the Event.

GAPR reserves the right to make alterations to the Terms and Conditions up to and including on the day of the Event. Participants are reminded to view the website from time to time where updates will be posted.

The participant acknowledges that boating, motorcycling and driving in general, and Poker Runs are inherently dangerous and that by engaging in the activity each of us take and are exposed to risks and dangers and are under obligations including (but not exhaustively):

- a) That I may be physically or mentally injured, impaired, maimed or killed,
- b) That other participants may act dangerously or with lack of skill,
- c) That conditions may be hazardous and may vary without warning or predictability,
- d) That organisers, officials, watercourse/ road course operators and any agents or representatives of those in charge of an event may be obliged to make decisions under pressure of time and/or events,
- e) That any policy of insurance of or in respect of my life of physical or mental health may be voided,
- f) That there may be no or no adequate facilities for treatment or transport of me if I suffer injury,
- g) That I have an obligation to myself and to others to compete safely and within the rules of water skiing,
- h) That my property may be damaged, lost or destroyed, IN CONSIDERATION of the acceptance by Great Australian Poker Run Pty Ltd, I AGREE TO fully INDEMNIFY the following:

Any person involved in the organisation of this Event including directors and officers of Great Australian Poker Run Pty Ltd, their contractors or agents or officials, volunteers, fellow participants, Maritime officers and employees, in the following manner:

- i. that I participate at my sole risk and responsibility,
- ii. that I accept the watercourse/ road course as it stands with all or any defects hidden or exposed,
- iii. that I fully indemnify and hold harmless, the organisers - Great Australian Poker Run Pty Ltd, it's directors and officers and respective family members, their respective servants or contractors and agents or officials, volunteers, fellow participants, Maritime officers and employees, against any actions or claims in respect to my loss or damage suffered by me as a result of my participation or proposed participation as aforesaid which may be made by me, my heirs or assigns or on my behalf which may be made by me or on my behalf by other parties for or in respect of or arising out of my death or an injury, loss or damage caused to me or to my property whether caused by negligence, default and/or omission, breach of contract in any other manner whatsoever.