

Event waiver and terms & conditions of sale for the 2025 Whangamatā Half Marathon

Event Day Limited (Organiser) sells tickets for entry in the Whangamatā Half Marathon and associated events. By purchasing a ticket for this event, you agree to be bound by this waiver and terms and conditions of sale.

I acknowledge that if I complete the entry process and buy a ticket on behalf of other persons:

- I am responsible for agreeing to this waiver and terms and conditions of sale on their behalf; and
- the other persons understand I am agreeing to this waiver and terms and conditions of sale on their behalf.

(The waiver and terms and conditions of sale are also available on the Whangamatā Half Marathon website and a link is provided in entry confirmation emails).

All persons acknowledge that participation in the event is final agreement of the event waiver and terms and conditions of sale.

All transactions are in New Zealand Dollars (NZD).

I understand and agree that as a result of a Force Majeure Event, or as a directive of police or local authorities, organisers of the event may be forced to either cancel the event in full, or to alter aspects of the event without notice. Alterations may modify, delay, shorten, re-route or stop some aspects of the planned event, or include a virtual format.

Force Majeure Events may include 'Acts of State'/government restrictions/directives which make staging the event illegal, epidemics/pandemics, communicable disease outbreaks, war, riots, insurrection, acts of terrorism, protests, work stoppage, slowdowns, labour difficulty, natural disasters (floods, fires, hurricanes, tornadoes, volcanic eruptions, earthquakes, tsunamis), forecast or actual major adverse weather events (relating to cyclones/storms/wind/rough water/rainfall/hail/lightning) or other health and safety concerns which make delivering the event as planned unsafe. Outside of above, Force Majeure Events cover any other cause beyond the organiser's reasonable control which make it impossible for some or all aspects of the event to occur as planned.

The organiser reserves the right to alter the event (alterations may modify, delay, shorten, re-route or stop some aspects of the planned event, or include a virtual format). Any such alteration of the event is not a major failure within the meaning of the NZ Consumer Guarantees Act, and any such altered event will be provided within a reasonable time and will remain fit for purpose.

Refunds and Changes

Event Cancellation Insurance

The 2025 Whangamatā Half Marathon has EventCover Event Cancellation Insurance including an Adverse Weather Extension. Event cancellation protection is included in all entry options.

Should the event be cancelled within the circumstances covered in the Event Cover Cancellation Insurance Policy:

- my entry fee is fully refundable; and
- there will be no contingency date for the event; and
- my entry fee is not transferable to any future event.

Event Cancellation Exceptions

Due to the committed costs of organising events, should the event be cancelled outside the circumstances covered in the EventCover Cancellation Insurance Policy, the Organiser will provide a remedy to entrants that will be consistent with its obligations under the NZ Consumer Guarantees Act. The Organiser may, at its sole discretion:

- provide a partial refund for ticket/s purchased; or
- postpone the event and transfer the tickets to an alternative date; or
- provide a virtual event; or
- decline to provide any refund.

Event Alterations

The organiser reserves the right to alter the event (alterations may modify, delay, shorten, re-route or stop some aspects of the planned event, or include a virtual format). Any such alteration of the event is not a major failure within the meaning of the NZ Consumer Guarantees Act, and any such altered event will be provided within a reasonable time and will remain fit for purpose. If the event is altered, I understand and accept that:

- my entry fee is non-refundable; and
- my entry fee is not transferable to any future event; and
- my entry fee may be transferred to another person (charges may apply); and
- I may change the distance entered (charges may apply). NB: if Standard Entries with medals have sold out before a change in distance is requested, the event does not guarantee availability of a Standard Entry with a medal in the new distance.

Changes in Personal Circumstances

Should personal circumstances prevent me from participating in the event (or completing the event), I understand and accept that:

- my entry fee is non-refundable; and
- my entry fee is not transferable to any future event; and
- my entry fee may be transferred to another person (charges may apply); and
- I may change the distance entered (charges may apply). NB: if Standard Entries with medals have sold out before a change in distance is requested, the event does not guarantee availability of a Standard Entry with a medal in the new distance.

All change requests must be made via email or in person at the pre-race registration venue.

Allow 3 - 4 working days to complete email change requests.

All email change requests must be completed before online entries close at 8pm Wednesday 17 September 2025.

Charges will apply for changes requested at pre-race registration.

I understand that participating in the event involves running or walking on public roads and footpaths used by other people and traffic and I am aware of the hazards involved.

The hazards include but are not limited to: vehicle traffic, actions of entrants, public, event crew, suppliers, stakeholders, weather conditions and my physical and mental state of health. In my judgment I have sufficient competence and experience to participate safely.

I certify that I am physically fit, have sufficiently prepared for participation in this event and I have not been advised otherwise by a qualified medical person.

I certify that my participation will be fully supervised on the day by an adult (over 18 years) if under the age of 14 on the day of the event, and that this adult will be responsible for my compliance with the clauses in this waiver.

I will abide by the event rules in the official printed race briefing document provided to me at pre-race registration.

I will follow the course set out for my event and follow all instructions given to me by event crew, at all times. Failure to comply in any way with these matters may lead to me being disqualified from the event.

I will wear the event number and timing transponder/chip as directed by the event organisers.

I acknowledge that the event organisers reserve the right to alter the advertised course or start time (at their absolute discretion).

I consent to receive any medical treatment that may be deemed necessary in the event of injury, accident or illness during the event, and I allow that information to be passed on to the event organisers or third parties as necessary.

I authorise the use of my name, voice and picture and any information provided by me in the entry process to be used without payment in any broadcast, telecast, communication, promotion, or advertising, and I also agree that the information I have provided may be used by the event organisers for the purpose of promoting future or other events, or for the promotion of the event charity(ies), event sponsors' products and services.

I acknowledge that the event organisers have the absolute discretion in accepting my entry, which may be revoked at any time (at the discretion of the event organisers), and in the award of any results I will abide fully and without dispute with all such decisions of the event organisers.

In consideration of the acceptance of my entry, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors and assigns as follows:

I HEREBY WAIVE, RELEASE AND DISCHARGE 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) whatever and however occurring which may arise, at any time, from or in connection with, directly or indirectly, my participation in or my travelling to and from this event, the following persons or entities: The event organisers, event personnel, land managers and/or owners, event sponsors, volunteers, Thames Coromandel District Council, or local bodies of whatever nature in which the event may be staged, and all of the above respective officers, directors, employees, independent contractors, representatives, agents and volunteers.

I HEREBY INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in (6) above from any and all liabilities, claims or actions (including negligence) whatever and however caused which may arise, at any time, as a result of or in connection with, directly or indirectly, my participation in or my travelling to and from this event.

ENDS