

TERMS AND CONDITIONS OF ENTRY

Submission of an entry to the 2010 South Island Masters Games (SIMG) serves as your acknowledgement and acceptance that:

1. ENTRY

Your application to participate in the Games may be accepted at the discretion of SIMG. In particular:

(a) You acknowledge that the closing date for entries into the Games is 13 September 2010 and if your entry is received after this date you may not be eligible to compete; and

(b) You are aware that some sports may have a limit on the number of participants they can cater for and SIMG reserves the right to accept entries in order of receipt, until the maximum number of entries is obtained. You also acknowledge if insufficient entries are obtained age groups may be combined or events cancelled.

2. FITNESS TO ENTER

You are in sound physical condition and health, making you capable of competing in the number and type of events for which you have registered and for which you may yet register in the SIMG.

3. INJURY PROCEDURES

In the event that you sustain an injury or illness whilst participating in SIMG, you authorise the appointed sports injury personnel to perform and administer such emergency medical attention as they think is necessary.

4. ACCIDENTS

Compensation for any injury received, or for any personal expenditure made as the result of any accident during your participation in any event or activity related in any way to

SIMG shall be limited to whatever, if any, compensation may be agreed to or awarded by the New Zealand Accident Compensation Corporation.

5. RULES

You will abide by the rules and regulations as set down by the sports body organising the event in which you have entered (The Sport). You agree that failure to comply with the designated rules may result in your disqualification from SIMG and that you are responsible for any consequences of your failure to observe the rules and regulations.

6. AGE POLICY

You shall have attained the minimum age for any sport or class that you have entered or may yet enter, by any qualification date which has been stipulated in the sport entry coupon that you have completed or may yet complete. In the absence of any age qualification date on any such sport entry coupon, you shall, by 1 October 2010 have attained the nominated minimum age for competition in any sport or sports or in any class or classes that you have entered or may yet enter. Your failure to produce acceptable evidence of your age if and when you are requested to do so by SIMG or The Sport may result in your disqualification from an event or from the SIMG. Teams must enter the age group of the youngest player.

7. PROMOTIONAL MATERIAL

SIMG has the unconditional right to use at its discretion photographic material of you in any form of media, art, advertising, trade, visual documentary, promotional material, merchandise or film coverage without any compensation to you or approval by you.

8. COLLECTION OF INFORMATION

Information is collected and held by SIMG. Information collected will be forwarded to the sport body organising the event in which you have entered. You have the right to inspect and update your details at any time.

9. CLOSING DATE FOR ENTRIES

The closing date for entries is 13 September 2010 and any entry received after that date will be accepted only with the approval of the SIMG or The Sport and, if accepted, shall be subject to a \$20 late entry fee.

10. SUSPENSIONS

In the event that you are suspended or a ban is imposed by any sport in which you are entering, you will make such information known to SIMG and The Sport with your registration form. Your entry may be refused or cancelled by The Sport due to any suspension or ban.

11. CONFIRMATION

A letter of confirmation will be sent to you after the acceptance of your entry.

12. CHANGES AFTER CONFIRMATION

Apart from payment of the relevant sports fee there will be no charge for adding additional sports entries to an already accepted and confirmed entry. Except for changes within teams, individual entries are non-transferable. Any other changes to sports or changes to team members after submission of the entry form shall be subject to an administration fee of \$20.

13. REFUND POLICY

In the event of your withdrawal from a sport or SIMG after your entry has been accepted, any refund of registration fees and sport fees will be made only if your written **11**

application for any such refund is received at the games no later than 5.00pm on 13 September 2010. Any refund of fees will be subject to the deduction of a \$20 administration fee. You acknowledge and agree that any refund granted to you will be at the sole discretion of SIMG. The refund policy will be applied in every case without regard to the reason for any withdrawal.

14. CANCELLATION POLICY

If the South Island Masters Games or any event is cancelled for any reason whatever the SIMG Entry Fee and Sports Fee will not be refunded. (Individual sports policy may apply.)

15. CHECK IN POLICY

Every individual participant, team member and supporter is required to check in personally at the Games Village with their registration confirmation letter to obtain their official accreditation as well as individual sport information, games pack, etc before competing in any event. This means that every member of a team must personally check in unless they can produce the team member/members' confirmation letters. The same applies for individuals picking up registration packs for others.

WAIVER AND RELEASE FROM LIABILITY DECLARATION

1. I am aware of the hazards involved in competing in the South Island Masters Games. ("SIMG") and associated sports events ("The Sports"). The hazards include, but are not limited to, the condition of competitor's equipment, sports venues and surfaces, road and track services, vehicle traffic, actions of competitors, spectators, organisers and sports personnel, weather conditions, hypothermia

and heat exhaustion. In my judgement I have sufficient competence and experience to participate safely.

2. I certify that I am in sound physical condition and health and have sufficiently trained for participation in the number and type of events for which I have registered and have not been advised otherwise by a qualified medical person.

3. On behalf of myself, my agents, administrators, heirs, next of kin, successors and assignees:

a) WAIVE, RELEASE AND DISCHARGE from any and all liability for death, disability, personal injury, property damage, property theft, and all other risks or claims or actions of any kind (including negligence) whatever and however occurring to me as a result or in connection with, directly or indirectly, my participation in and my travelling to and from the South Island Masters Games or the associated events the following person or entities: South Island Masters Games Timaru Inc, Special Events Aoraki Ltd, ("the organiser"), sports event organisations ("the sports organisers"), land managers and /or owners, event sponsors, volunteers, all cities, towns, regions, districts or other areas of whatever nature in which the event may be staged and their (its) representatives, respective officers, organisers, contacts, directors, employees, independent contractors, agents and volunteers.

b) INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in paragraph 3(a) above from any and all liabilities, risks, claims or actions (including negligence) whatever or howsoever caused arising as a result of or in connection with, directly or indirectly, my participation in and travelling to and from SIMG and the associated events.

4. I acknowledge that the organiser reserves the right to alter days and times of an advertised event or sports event if conditions warrant.

5. I have read the information concerning age policy, suspensions, refund policy, closing date for entries, late fees, "registration" policy and agree to all the conditions set forth in the general information.

6. I hereby consent to receive medical treatment, which may be deemed necessary in any event of injury, accident and/or illness during the event.

7. I agree that compensation for any injury received, or for any personal expenditure incurred as the result of any accident during participation in SIMG shall be limited to the compensation, if any, which may be agreed to or awarded by the New Zealand Accident Compensation Corporation.

8. I hereby consent to the use of my name, voice, photograph, video or film likeness and any information provided on this entry form to be used without payment in any broadcast, telecast, promotion or advertising for the purpose of promoting future or other events by the organiser, sponsors and/or assignees.

9. I agree to abide by the sport rules and regulations as set down by the sports body organising the events in which I have entered, and I understand that my entry may be voided if through my actions or behaviour, in the opinion of the sports organisers, I bring any of the event or sports into disrepute. I further understand that the organisers reserve the right to reject any entry without having any justification for their actions.