



PwC Foundation Charity Relay 2019 Event Terms and Conditions

1. Acceptance of conditions

- 1.1. For the wellbeing of all participants, and of the PwC Foundation Charity Relay (“the Event”), all participants must accept and comply with all event conditions.
- 1.2 I/We accept that it is my/our responsibility to contact the event organisers at (PricewaterhouseCoopers (“PwC”) should any information on my/our entry form need to be updated e.g. emergency contact details.

2. Route variation

- 2.1. The organisers of the Event reserve the right to vary the route of the Event without notice, should any situation requiring such action arise.

3. Expected behavior

- 3.1. The Event is a private event, and as such it is expected that participants will conduct themselves in a manner which reflects well upon themselves and the Event. It is expected that participants will show respect towards all event officials, marshals and safety personnel. A belief in what a reasonable person would find offensive or dangerous will guide the organisers’ decision making.

4. Preparation and training

- 4.1. It is each team manager’s responsibility to ensure that their team participants have adequately prepared themselves physically for the Event. If you have any health issues or doubts about your or your team member’s health you should seek medical advice. Please ensure you and your team members take any necessary medication with you during the Event and note any medical conditions on the team participant form.
- 4.2. It is the participant’s responsibility to ensure that their bicycle and any other equipment used in the Event are in appropriate condition for the course (for example use of bicycles during the Remutaka Incline leg).

5. Event information

- 5.1. The event organisers publish a number of documents, in the form of briefing and information documents and on the Event website (pwc.co.nz/charityrelay). The organisers will make every effort to ensure that each team manager receives all relevant information to distribute to their team members, but does not guarantee that each individual will receive all relevant information. It is each team manager’s responsibility to ensure each of their team members are informed and read all information made available. Each team manager will accept that all instructions, whether written or verbal, are clear and unambiguous.
- 5.2 The organisers of the Event collect and store participants details including postal address, email address and phone number. Participants agree that these may be used to contact them regarding the Event.
- 5.3 I hereby allow the use of my name and my team member’s names and image to be used in the media and for marketing purposes.

6. Safety

- 6.1. There are no road closures associated with this Event. All participants and supporters must remain vigilant at all times to their safety and the safety of others on the roads and other places. Participants acknowledge that there is no guarantee that other members of the public will necessarily respect or obey the road rules. Participants must comply with all directions of event officials, marshals and safety personnel and with all the Event signage.
- 6.2. Every rider on Leg 10 – Rail Trail/Incline, shall ride carefully and with due regard to the safety of other cyclists and other users of the Pakuratahi Forest Park.
- 6.3. It is the participant’s responsibility to ensure that their bicycle and any other equipment used in the Event are in appropriate condition for the course (for example use of bicycles during the Rail Trail/Incline leg).
- 6.4. Each participant accepts that despite the best efforts of the organisers to make the Event as safe as they can, the organisers cannot control everything.
- 6.5. Every rider shall wear a bicycle helmet with the strap securely fastened under his/her chin.
- 6.6. All participants, both runners and riders, may not use a personal music system, e.g. iPod, or a radio communication device, including a cellular phone, while cycling or while participating in the Event, on roads or while crossing roads.
- 6.7. Any participant and/or team must notify the organisers if withdrawing from the Event for any reason either prior to or during the Event.

7. Age Declaration

- 7.1. All participants within the team are to be eighteen years or older.

8. Legal issues

- 8.1. Any participant involved in an accident will not seek to blame or make a claim against the organisers or assist anyone else in making a claim.
- 8.2. Each participant will release the organisers, their officers, partners, volunteers, employees, sponsors or any party associated with the Event of any liability, financial or otherwise, for any direct or indirect loss, injury or death which might be sustained from any intended or actual participation in the Event or its related activities.
- 8.3. Any legal action related to the Event will be taken in New Zealand courts under New Zealand law.
- 8.4. The waiver that you sign as a condition of your organisation’s team’s entry does not cover personal liability of participants for collisions caused by you/them or another participant.



8.5. These Terms and Conditions are binding on participants' relatives, personal representatives, heirs and successors.

9. Event care of bicycle and equipment

9.1. It is the responsibility of all participants to arrange personal insurance to cover any potential damage or loss of bikes and equipment while participating in the Event.

10. Photography

10.1. Participants must accept that they may be photographed or filmed during the Event, and must agree to the creation and use of such footage for future promotions and publicity of the Event. Participants also agree that the PwC Foundation, PwC and/or its sponsors/supporters can use imagery of participants.

11. Registration fee and cancellations

11.1. In the event of a change of route, cancellation of the Event due to any act beyond the power of the organisers, or dissatisfaction, the organisers are under no obligation to refund fees paid.

11.2. A \$475.00 non-refundable fee will apply per team to register for the Event, which will go towards the operational costs of the Event.

11.3 Each participating team must fundraise the minimum amount of \$5,000.00 per team. It is acknowledged that each team commit to raise the \$5,000 and if this target is not met through fundraising, the expectation is that the team's organisation will 'top up' the fundraising to meet the \$5,000 target.

12. Signing on behalf of others

12.1 If you are completing this entry on behalf of others e.g. team members and the participating organisation, then you must have them read and acknowledge the Event Terms and Conditions 2019 and obtain their permission to complete this entry on their behalf. By making the below Declaration, you will be deemed to be also making it on behalf of those persons and with their authority and they will be bound by the Event Terms and Conditions 2019 as if they had personally signed the Declaration.

Privacy

Our approach to privacy is set out in our Privacy Policy, available on www.pwc.co.nz/privacy. You agree to comply with the New Zealand Privacy Act 1993 and with any legislation governing the use of the information, when providing us with such information. During and after this Event you will take all reasonable steps to ensure that any personal information is protected against misuse and loss, or unauthorised access, modification or disclosure and do all things to ensure that neither you, nor we, breach applicable privacy laws.

Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law, PwC Foundation Charity Relay and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect PwC or PwC Foundation liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

DECLARATION

I agree to abide by the above event terms and conditions (available from our website or by request from us). I agree to follow all road rules and marshal's directions. I have obtained the permission of all other persons who I make this Entry and Declaration on behalf of, and do so with their authority and certify that they have read and/or are made aware of the above Terms and Conditions. I have read and understand the safety information regarding the Event and understand that we participate in the Event at our own risk.