



**GREAT BARRIER REEF
MASTERS
GAMES**
CAIRNS • AUSTRALIA

2027 GREAT BARRIER REEF MASTERS GAMES - TERMS AND CONDITIONS

IMPORTANT: READ CAREFULLY AS THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS

1. DEFINED TERMS

In this document:

- a) **Council** means Cairns Regional Council;
- b) **Event** means a sport or other game being carried out at the GBRMG;
- c) **Force Majeure Event** means inclement weather, civil unrest (including protests and riots), criminal activity, government intervention or restriction, any event that gives rise to public health or safety risks, or any other event that is outside the reasonable control of Council and which affects (in Council's opinion, in its absolute discretion) Council's ability to safely carry out the GBRMG or a particular Event;
- d) **GBRMG** means the Great Barrier Reef Masters Games, and includes any Sport or Event forming part of the GBRMG;
- e) **Sport Organiser** means the person or entity who is retained by Council to be the Sport Organiser for a particular Event;
- f) **Terms** means these Terms and Conditions.

2. ACKNOWLEDGMENTS BY ENTRANT

- a) I acknowledge that I have read and understood these Terms and I agree to be bound by these Terms.
- b) I warrant that I am in suitable physical condition to participate in the number and type of Events for which I have registered.
- c) I acknowledge that these Terms, and my acceptance of them, reflects a legally binding agreement between me and Council in relation to my participation at the GBRMG.
- d) I agree that I have had the opportunity to seek legal, medical or other advice before agreeing to be bound by these Terms and I have sought any external advice required before agreeing to be bound by these Terms.
- e) I agree to bear all costs associated with participating in the GBRMG.

3. ACCREDITATION

- a) Before participating in any Event or the GBRMG generally, I acknowledge that I am required to obtain an official accreditation from Council, in the manner prescribed by Council (**Accreditation**).



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- b) I agree that Council may issue an Accreditation in its absolute discretion.
- c) Council will notify me in writing if an Accreditation is given. I can only participate in an Event at the GBRMG if I hold an Accreditation.
- d) The Accreditation personal to me. I agree that I cannot transfer the Accreditation without Council's prior consent.
- e) I understand I am required to check in personally at the Games Event Hub with photo ID to obtain my Accreditation and I am required to receive my Games pack before competing in any Event.
- f) Accreditation is required to access the Games and Social Hub.
- g) Lost or stolen Accreditation material must be immediately reported to Council. Council may, in its discretion, issue replacement Accreditation material and charge a replacement fee. Council may also cancel my Accreditation.

4. RISK, INDEMNITY AND RELEASE

- a) In consideration for my Accreditation to participate in an Event, I agree to:
 - i. Waive and release all claims that I may have against Council and the Sport Organiser (including its officers, agents, volunteers and employees) in relation to any matter arising out of my participation in or connection with the GBRMG and its related activities, together with any costs including legal fees that may be incurred as a result of any such claim whether valid or not (save to the extent directly caused or contributed to by a wilful or negligent act or omission of Council and/or the Sport Organiser (as the case may be)); and
 - ii. Indemnify and hold harmless Council and the Sport Organiser against such claims however or whatsoever that I or any one or more of my executors, administrators, heirs, next of kin, successors or assigns may have or assert and against any costs including legal fees with respect to such claims.
- b) I agree the waiver, release and indemnity in the preceding subclause applies to me, my executors, administrators, heirs, next of kin, successors and assigns.
- c) I agree that:
 - i. participating in the GBRMG involves risk of personal injury or death;
 - ii. I warrant that I have assessed (and, where necessary, obtained professional advice about) my ability to participate in the GBRMG, including any impact that any pre-existing medical or other conditions affecting me may have on my participation; and
 - iii. I voluntarily assume all risks associated with my participation in the GBRMG and any associated activities;
- d) I acknowledge that:



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- i. Council is not required to maintain any insurances in relation to my participation in the GBRMG, including any personal injury insurance;
 - ii. I am responsible for obtaining personal injury or other insurances covering my participation in the GBRMG.
- e) I acknowledge that I have sole responsibility for my personal possessions while participating in the GBRMG.
- f) I agree that I am liable for any loss, damage, cost or other expense caused to Council or any other party as a result of my breach of these Terms.
- 5. **ACCEPTANCE AND TIMEFRAMES** – I will abide by the designated deadlines as stipulated in this Registration Application System and accept that should I not do so, my application for entry into the GBRMG may not be accepted or any Accreditation may be cancelled.
- 6. **INJURY PROCEDURES** – If I sustain an injury or illness whilst participating in the GBRMG, I authorise the appointed medical personnel to perform and administer emergency medical attention as they deem necessary, including arranging hospital or other medical transfers. I agree to pay any costs incurred for any medical treatment administered to me.
- 7. **EVENTS**
 - a) I will abide by any rules or regulations:
 - i. identified by Council at a particular Event;
 - ii. adopted by a peak body for a particular Event;
 - iii. adopted by a Sport Organiser for a particular Event.
 - b) I will immediately comply with all written and verbal instructions given by authorised personnel of Council and the Sport Organiser.
 - c) I must maintain safe and respectful behaviour at all times that I am participating in the GBRMG. I agree that Council or the Sport Organiser may refuse my entry to a venue if Council or the Sport Organiser considers, in its discretion, that I am acting in a way that causes a safety risk, nuisance or annoyance to Council, the Sport Organiser or other participants in the GBRMG. I must follow any direction issued by Council or the Sport Organiser to leave an Event.
 - d) I agree that failure to comply with any provision of this clause may result in my disqualification from the Event and/or cancellation of my Accreditation to participate in the GBRMG, with no right to a refund.
 - e) Council may, at any time and without any liability to pay any amount of compensation to me:
 - i. change the time, dates, teams, venues or other matters related to an Event;
 - ii. postpone, cancel, interrupt or stop an Event.



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8. **SUSPENSIONS** – I will notify GBRMG if I am subject to any suspension or ban imposed by an official body affiliated with any Event in which I am participating in the GBRMG.
9. **DRUGS POLICY** – I agree to comply with any policy or procedure adopted by GBRMG in relation to the use of performance enhancing substances.
10. **AGE POLICY** – I acknowledge I will have reached the minimum age by the date as stipulated by the peak body for the Event in which I am participating, whether an Athlete, Supporter or Non-playing Official. Any variation to this condition must be approved in writing by Council before I can participate in any Event. I accept that I will be required to provide photo identification and proof of age when checking in and obtaining Accreditation for an Event. Failure to produce evidence of my age when requested to do so by Council or the Sport Organiser may result in my disqualification from the Event and/or cancellation of my Accreditation to participate in the GBRMG.
11. **GREAT BARRIER REEF MASTERS GAMES AND SPORT NAME, LOGOS AND SLOGANS** – I agree that I will not make, encourage or support unauthorised reproductions of either the GBRMG or any Event logo, slogan or name in any form without the prior written permission of the GBRMG and accept that to do so may be in breach of copyright or trade mark law.

12. FEES

- a) Registration fees and sport fees must be received in full before my application for registration will be confirmed and any Accreditation issued.
- b) All fees are payable in Australian dollars via the methods prescribed on the Event website www.gbrmg.com.au.
- c) Full details of fee inclusions can be found on the GBRMG website.
- d) Fees do not include any form of insurance, including any medical or travel insurance.
- e) The registration fee is inclusive of GST.
- f) Payments are made using the online EventsAir Pay.
- g) I agree to pay any fees or charges incurred by Council for dishonoured payments relating my entry. I accept that should Council be charged any fees by their financial institution as a result of a dishonoured payment, I will be responsible for any such fees and will be ineligible to participate in the GBRMG until such time as those fees are paid.

13. CANCELLATION

- a) I agree that Council may cancel my Accreditation immediately upon giving notice, if:
 - i. I am subject to a suspension by an official body affiliated with any Sport in which I am participating in the GBRMG;
 - ii. I breach the drugs policy or age policy set out in these Terms;
 - iii. I breach any provision of these Terms;



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- iv. Council otherwise considers, in its discretion, that my participation in or involvement with the GBRMG may give rise to a safety issue or might bring Council into disrepute;
- v. Council cancels the GBRMG, or an Event in the GBRMG, for any reason.
- b) I agree that in the event of cancellation under this clause, Council is not liable to pay me any refund of any amount I have paid (either to Council or to another party), other than as expressly contemplated by the Refund Policy in the following clause.

14. REFUND POLICY

- a) Council is not liable for any cost, expense, loss or other damage I incur, including if the GBRMG or an Event is cancelled.
- b) However, notwithstanding subclause (a), Council agrees to refund any entry fee I have paid, within a reasonable time of receiving a request for a refund, if one of the following events occur:
 - i. I notify Council of my intention to withdraw due to a verified illness or injury and provided a medical certificate that supports the official refund request; or
 - ii. My Accreditation was issued after the maximum number of participants was reached in the Event due to competition and/or venue restrictions; or
 - iii. The Event is cancelled other than because of a Force Majeure Event.
- c) I accept that a \$25 administration fee will be charged for withdrawing from participation in the GBRMG, regardless of the reason for the withdrawal.
- d) I agree that to be eligible for a refund of any nature the Refund Request Form on the GBRMG website www.gbrmg.com.au must be completed and submitted, including any required supporting documentation by 31 March 2027.
- e) Refund requests submitted after 31 March 2027 will not be accepted.
- f) Subject to the other provisions of this clause, I acknowledge that I am not (and no other person is) entitled to a refund or credit of any nature in relation to the entry fee(s) I have paid (for myself or another person), for any reason whatsoever, or in any circumstances, unless and to the extent that Council is required to provide a refund or payment at law. I acknowledge that Council is entitled to deduct administrative, legal, operational and other costs from any amount (if any) I would be entitled to receive by way of refund (if payable at law).
- g) I agree that Council has no liability whatsoever to refund any costs I incur to participate in the GBRMG other than the entry fee, and regardless of why my participation cannot proceed. I am responsible for securing private travel and medical insurance to cover any liabilities associated with my travel and accommodation in relation to attending or participating in the Event, and to ensure that I have secured the necessary visa or entry requirements to Australia.

15. PRIVACY



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- a) I consent to my details being disclosed to parties necessary in the conduct of the Event, medical officials during treatment and official charities for purposes of issuing Tax Invoices.
- b) I consent to the publication and/or use in any form of media whatsoever of my name, image, voice, results, statements or otherwise, without payment or compensation and agree that I will reasonably expect to receive marketing material, such as SMS, email and entry forms, from Council regarding its events.

16. GENERAL CONDITIONS

- a) These Terms are governed by the law applicable in Queensland.
- b) These Terms reflect the entire agreement between me and Council about my participation in the GBRMG.
- c) Council reserves the right to update, modify or change these Terms at any time. Changes to these Terms will be notified on the GBRMG website.
- d) Council may give notices to me verbally or by email to the contact details provided with my application for Accreditation.