

2024 Alice Springs Masters Games – Terms and Conditions

A reference in these Terms and Conditions to ‘participation’ includes participation by way of competing, umpiring or officiating, or managing a team or athlete, or attending to cover the Games as a media representative.

1. **INDEMNITY AND RELEASE** - By submitting this Entry Form to participate in the 2024 Alice Springs Masters Games (ASMG) I acknowledge that I have read, understood and agree to comply with and be bound by these Terms.
 - a) In these Terms references to “NTMEC” means Northern Territory Major Events Company Pty Ltd ABN 22 085 961 520 having its principal place of business at Level 2, 16 Bennett Street, Darwin City, NT 0800. NTMEC stage the sporting event known as the Alice Springs Masters Games “ASMG”.
 - b) I certify that if I am acting as an agent of the participant who will be participating in the ASMG and in consideration of the NTMEC accepting the competitor’s application to participate in the ASMG, I have the authority and do grant an indemnity to the NTMEC on behalf of the team and/or on behalf of each individual competitor.
 - c) Except where provided or required by law and as such cannot be excluded, I agree that it is a term of my acceptance of my Entry and fee (if accepted at the discretion of the NTMEC) that for myself, my executors, administrators, heirs, next of kin, successors and assigns, hereby:
 - i. Waive and release all claims that I may have against the NTMEC, their officers, agents, directors, members, volunteers, employees, sponsors, stakeholders, Sport, Venues, other Accredited Participants (including Accredited Participants and Officials) involved in the ASMG and its related activities, including any and all claims, demands or proceedings arising out of my participation in or connection with the ASMG 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; and
 - ii. Indemnify and hold harmless the Accredited Participants and Officials and each of them against such claim however or whatsoever that I or my guests 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.
2. **ACCEPTANCE AND TIMEFRAMES** – I will abide by the designated deadlines as stipulated in the Registration System and accept that should I not do so, my application for entry into the ASMG may not be accepted. I will abide by the event Rules, as varied from time to time and will abide by directions given by event and sport officials.
3. **FITNESS TO ENTER** - I acknowledge that I am in sound physical condition and health, making me capable of competing or officiating in the number and type of sporting events for which I have registered and for which I may yet register in the Games.

I acknowledge that I am fully aware of the risks involved in participating in such sporting events and undertake not to participate or officiate in those events should I have any physical or mental condition which has the potential to put myself or any other person at risk, or if I am not sufficiently trained to compete at such an event.

I acknowledge that it is my responsibility to seek my own medical advice in relation to my participation in the ASMG and I am wholly responsible for acting on all medical advice and for taking all such precautions in relation to any conditions or impairments I may have during my participation.

4. **INJURY PROCEDURES** – If I sustain an injury or illness whilst participating in the ASMG, I authorise the appointed medical staff to perform and administer emergency medical attention as they deem necessary. I agree to receive and pay for medical treatments including transport by ambulance, which is considered by the medical staff or organisers to be advisable and which is provided to me at the request or direction of the medical staff or organisers before, during or after the Event. I take responsibility for advising the Sport at each venue where I compete of any allergies, medication or pre-existing conditions that may have an effect on decisions medical personnel may make in determining appropriate treatment for me.

5. **RULES** – I will abide by the rules and regulations as set down by the ASMG and by the Sport organising the event in which I have applied for entry. I will observe all written and verbal instructions given by authorised personnel and/or Sports officials. I agree that failure to comply with the designated rules may result in my disqualification and/or suspension from the Event with no right to a refund and any further actions will be at the discretion of the organisers. I am responsible for any actions resulting from my failure to observe the rules and regulations.
- I am aware that some sporting events have a limit on the number of competitors that can participate in the sport and I accept the Sport Provider organizing those sporting events has the right to accept applications for entries to those sporting events in order of receipt, until the maximum number of entries is obtained. Age groups in certain sporting events may be combined if insufficient entries are received. If the minimum number of entries is not received for a given sporting event, I accept that a sporting event may be cancelled.
6. **DISQUALIFICATIONS AND SUSPENSIONS** – I accept that if I am, or become subject to any suspension or ban imposed by Sport in which I am entering, I will make this information known to the ASMG and Sport. I accept that my application for entry may be cancelled as a result of a suspension, and no refund available.
7. **ATHLETE AGE POLICY** – As an athlete I acknowledge I will have reached the minimum age by the date as stipulated by Sport. Any variation to this condition must be approved in writing by the ASMG and the relevant Sport before I can participate in any event. Furthermore, I accept that I will be required to provide photo identification and proof of age when checking in and obtaining official accreditation for the ASMG. Failure to produce evidence of my age when requested to do so by the ASMG or Sport may result in my disqualification from the sport and/or the event.
8. **ACCREDITATION** – I understand I am required to check in personally at the Games Centre with photo ID to obtain my official accreditation before competing in any sport. If I am unable to collect my accreditation personally, I will provide written confirmation to the person or organisation collecting my accreditation to show at the Games Centre. Official accreditation must be worn at all times when participating in the ASMG at official venues.
9. **PROMOTIONAL MATERIAL** - 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 the ASMG Organiser regarding its events.
10. **ALICE SPRINGS MASTERS GAMES AND SPORT NAME, LOGOS, MARKS AND SLOGANS** – I agree that I will not make, encourage or support unauthorised reproductions of either the ASMG or Sport logo, slogan or name in any form without the prior written permission of the ASMG and accept that to do so may be in breach of Copyright and the Trade Practices Act.
11. **FEES**
- a) Registration fees and sport fees must be received in full before your application for registration will be confirmed
 - b) All fees are payable in Australian dollars via the methods prescribed on the Event website <https://www.alicespringsmastersgames.com.au/>
 - c) Full details of fee inclusions can be found on the Event 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 Registration portal
 - g) Participants agree to pay any fees or charges incurred by the Organiser for dishonoured payments relating the Participant's entry
 - h) Fees cannot be transferred to another person

REGISTRATION ENTRY PERIODS	
Early Bird Registration	14 October 2023 – 31 December 2023
Final Registration	1 January 2024 – 19 October 2024

12. REFUND POLICY

- a) Once I receive confirmation of my registration, refunds are not eligible unless on the following basis:
 - i. I am a participant who notified the Games of my intention to withdraw due to sickness or injury and provided a medical certificate that supports the official refund request;
 - ii. I am a participant whose Registration was received after the maximum number of participants was reached in the Sport due to competition and/or venue restrictions or the event in which I have applied was cancelled;
 - iii. The event as a whole or all sport for which I have registered are cancelled by the Organiser (in each case, except in the case of a Force Majeure Event);
 - iv. I am a Participant who is registered for multiple sports, and one sport or some (but not all) sports for which I have registered are cancelled by the Organiser (except in the case of a Force Majeure Event), therefore I am entitled to a refund of the sport fee for each cancelled sport; or
 - v. My state border is closed or flight cancelled by the airline due to COVID-19 on the dates of competition, in this case a refund may be requested along with supporting documentation.
- b) I accept that a \$20 administration fee will be charged for any entrant fully withdrawing from the Games.
- c) I agree that to be eligible for a refund of any nature the Refund Request Form on the Event website <https://www.alicespringsmastersgames.com.au/> must be completed and submitted to the ASMG email address alicesprings.mastersgames@nt.gov.au including any required supporting documentation prior to 28 July 2024. Refund requests submitted on or after 29 July 2024 will be at the complete discretion of NTMEC. No refund of the sports entry fees will be given to participants wishing to change sports after the 1st July 2024.
- d) 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 the Organiser is required to provide a refund or payment at law. I acknowledge that the Organiser 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).
- e) It is the Participants' responsibility to secure private travel and medical insurance to cover any liabilities associated with their travel and accommodation in relation to attending or participating in the Event, and to ensure that they have secured the necessary visa or entry requirements to Australia.
- f) In the care of the death of a Participant prior to the commencement of the Event or the Participant's chosen sport, a full refund will be issued upon receipt of the official Refund Request Form with a copy of relevant documentation.
- g) Refunds will only be issued after the Event.

13. **BANK FEES AND CHARGES** – I accept that should the ASMG 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 ASMG until such time as those fees are paid.

14. **SPORTS AND PERSONAL INJURY INSURANCE** - I acknowledge and accept that no Sports/Personal Injury Insurance is included in the Games Fee, and that it is my responsibility to ensure that I am covered by such policy if I desire. The ASMG recommends that I should in my own interests, seek and obtain my own medical/sports/personal/injury/ personal public liability insurance, personal accident insurance (including for death or permanent incapacity and income protection) and/or insurance specific to my circumstances in respect of my participation in the ASMG and its related activities.

15. **PRIVACY LEGISLATION** – I consent to my details being disclosed to parties necessary in the conduct of the event (including Sports) such as medical officials during treatment for purposes of issuing Tax Invoices. Any confidential or personal information provided to NTMEC in connection with my participation in the Games will be dealt with by NTMEC under these Terms and otherwise under NTMEC's privacy policy available at: [Privacy Policy \(ntmajorevents.com.au\)](https://ntmajorevents.com.au/Privacy-Policy)

16. **DISCLAIMER** - I will not hold the Organisers or any Sport liable for any damage in respect of any claim in relation to any event or function being held as part of, or in conjunction with the Games.

17. GENERAL CONDITIONS –

- a) I hereby acknowledge that I have sole responsibility for my personal possessions and any related sporting equipment during the course of the ASMG.

- b) If I am in breach of the terms of entry I agree to recompense the appropriate party for all loss and damage (including legal fees) arising out of such breach, including any damage to the party's reputation.
- c) If any provision or part of a provision of these Terms can be read so it makes it illegal, unenforceable or invalid, but can also be read so it makes it legal, enforceable and valid, it must be read in the latter way.
- d) These Terms are governed by the laws of the Northern Territory, Australia and NTMEC and all participants irrevocably submit to the non-exclusive jurisdiction of the courts of the Northern Territory and waive any objection to the venue of any legal process in these courts because the process has been brought in an inconvenient forum.
- e) I acknowledge that Games correspondence will be sent solely to the email address I provide to NTMEC in making this registration.
- f) I will comply with all conditions of entry to any venue at which the Games or a Competition are held.