

## TERMS AND CONDITIONS

- Promoters: Southern Lakes Events Limited are the organisers and promoters of The NZ Ultramarathon Festival
- *The NZ Ultramarathon Festival – refers to the 10 day, 6 day, 72hour, 48hour, 24hour, 12hour, 6hour and 3hour events for individuals and the 24hour, 12hour, 6hour and 3hour events for teams.*
- The NZ Ultramarathon Festival Athletes complete a 1.9464km loop passing through the Hub continuously for their selected Event time. Athletes are able to stop for a rest, within the designated rest spot at the Event Hub. The Event is held in Hagley Park, Christchurch, New Zealand. Athletes are to self manage rest breaks.
- The Event is open to runners and walkers.
- The mandatory equipment is listed on our website. There is a Frequently Asked Questions ("FAQ") section which includes some recommended equipment.
- Athletes are able to have personal crew, although there will be limitations to personal crew within the Hub area. Personal Crew are not allowed onto the course, or pacing in any form with their athlete. There will be a designated area, around the Hub where personal crew can assist.

## CONDITIONS OF ENTRY

- Competitors must indicate on entry, the Event Distance they wish to participate in.
- All athletes will receive an Event Medal.
- Trophies will be awarded, to the top male and female for each of the events. The top placings are determined by distance covered.
- Self Sufficient. Whilst the Event provides food and refreshments and a level of first aid support, athletes are requirement to self- manage nutrition, rest, pace and basic first aid. Taking appropriate rest breaks as and when needed. At all times, the event crew, have the right, to stop an athlete from entering the course, if they believe it is unsafe for an athlete to do so.
- All athletes must provide all medical supplies required for the duration of the event they have entered, with full knowledge of how to use.
- The NZ Ultramarathon Festival, have a FAQ page on the website, and be available on email (info@nz6dayUltra Marathon.com) to answer any questions you have in the lead up to your event.
- All Competitors that take part in this event are to understand that this event is an outdoor event open to the elements, including, but not limited to, weather, path conditions underfoot, nearby hazards such as Lakes, Rivers, Trees, Golf Course, bikes, scooters and public.
- The NZ Ultramarathon Festival Course is within a public park, which will remain open to the public at all times.
- The course will be marked at key locations.

- Competitors all agree on entering The NZ Ultramarathon Festival, to Personal Responsibility – see further note below.
- Competitors must be 18 years of age or older, at the start date of the event. Special permission may be granted, if you are under 18 years of age at the event organisers discretion.
- By completing the online entry form, you are agreeing to the Terms and Conditions as per the website and acknowledge no conversation will be engaged further once the terms and conditions are accepted.
- The NZ Ultramarathon Festival, reserve the right, if necessary, to consider taking deformation action against any person or organisation, who acts against the terms and conditions as outlined on the website. ([www.nz6dayUltraMarathon.com](http://www.nz6dayUltraMarathon.com))
- All Competitors taking part in The NZ Ultramarathon Festival, acknowledge that the event is an endurance event, physically demanding, with medical, physical and emotional risks involved. There is a very real risk of serious injury or even death from participation in events such as The NZ Ultramarathon Festival, including, but not limited to, fatigue, exhaustion, injury, heat stroke, hypothermia, public, vehicles.
- Competitors are solely responsible for their own individual training and preparation. Competitors must make sure they have a thorough understanding of the demands of such event, the course and time requirements to complete and ensure they turn up to The NZ Ultramarathon Festival fully prepared for the Event they have chosen.
- By submitting your entry form, you agree, that you are physically, mentally and emotionally capable of completing the event and agree that The NZ Ultramarathon Festival, the crew, volunteers, staff, agents, sponsors, suppliers, affiliates, contractors, medical, and any other team, are not responsible or liable in the event of your death, or for any injury or illness that you may suffer as a result or in connection with your participation.

#### **TEAM EVENTS**

- Team entries are available for the 24 Hour, 12 Hour, 6 Hour, and 3 Hour events only.
- Teams consist of two (2) athletes. Teams may be made up of any sex combination.
- Only one team member is permitted on the race course at any one time.
- Team members may change over at any time during the event, within the designated changeover area at the Event Hub.
- Team members are responsible for coordinating and managing their own changeovers throughout the event.
- Both team members must be officially registered entrants and agree to all Event Terms and Conditions.
- Team results and placings will be determined by the total distance completed by the team during the allocated event time.
- Pacing by the non-running team member on the course is not permitted.

- If both team members are found on the course at the same time outside of a changeover, the team may receive a time penalty or disqualification at the discretion of the Event Organisers.
- All other Event rules, safety requirements, and Terms and Conditions apply equally to team competitors.

### **COMPETITOR WITHDRAWALS AND CANCELLATIONS**

- The NZ Ultramarathon Festival offer an opt in, with your Entry, for Event Protection Insurance, provided by X Cover (third party). There is NO other Refund option. Further details under INSURANCE.
- The NZ Ultramarathon Festival offer no “roll over” of your entry to a future year.
- The NZ Ultramarathon Festival do not allow your entry to be transferred to another athlete.
- Any athlete who wishes to withdraw through out the Event, is able to do so. Any costs incurred are payable by the athlete.
- Once an athlete withdraws from The NZ Ultramarathon Festival, The NZ Ultramarathon Festival holds no responsibility for that athlete.
- Please note, any purchases through The NZ Ultramarathon Festival, such as, but not limited to, additional awards tickets, merchandise, are non-refundable.
- Any purchases, such as, but not limited to, merchandise, must be collect at Race Registration. Items may be posted out to athletes, if requested in writing to The NZ Ultramarathon Festival (info@nz6dayUltra Marathon.com). Full payment, including postage must be received prior and The NZ Ultramarathon Festival accepts no responsibility for damage or loss during post. The NZ Ultramarathon Festival also accept no responsibility for any sizing issues, all measurements will be provided, and it is individuals responsibility to ensure the correct sizing is ordered.

### **LEAVING THE EVENT SITE**

- Athletes are permitted to leave the Event site during their event, including for accommodation, rest, recovery, or personal reasons.
- Any athlete leaving the Event site must sign out with an Event Official before departing and sign back in with an Event Official upon returning to the Event site, sign in must take place prior to returning to the Course.
- Athletes remain responsible for their own safety, transport, accommodation, and wellbeing while off site.
- The NZ Ultramarathon Festival accepts no responsibility or liability for athletes while they are away from the Event site.
- Failure to sign out and sign back in correctly will result in disqualification from the Event.

- Athletes must comply with all Event cut-off times, rules, and safety requirements upon returning to the course.

#### **PERSONAL RESPONSIBILITY**

- All competitors will complete a medical declaration as part of their registration process through Event Plus. You confirm the information you provide about your medical history is accurate to the best of your knowledge. You acknowledge that the purpose of collecting this information is to ensure that all existing and / or past medical conditions are declared prior to the Event to allow risks to be assessed.
- You agree to accept responsibility for any failure to disclose, or properly describe any existing or past medical conditions. You undertake not to hold the event organiser and / or crew, liable for any claims and / or damages arising from, or relating to, my non disclosure.

#### **RACE RESULTS**

- As soon as possible, after the completion of the event, results will be emailed to all athletes.
- Results may (but not limited to) be passed to 3<sup>rd</sup> Party, such as IAU, National Federation, Marketing and / or Social Media.

#### **EVENT CANCELLATION**

- If The NZ Ultramarathon Festival is unable to commence, due to a government directive, or we believe we will be putting athletes, organisers, volunteers, supporters at undue risk, which we cannot control, then we reserve the right to cancel The NZ Ultramarathon Festival for 2027 and all athletes will be rolled to the 2028 event.
- The NZ Ultramarathon Festival, will at all times, follow the NZ Government and Ministry of Health Guidelines.
- The NZ Ultramarathon Festival promoters have the right to change or even cancel the event due to circumstances beyond their control. (this could include a host of reasons, weather, natural disasters, flooding, wars, an act of God, land access, pandemic etc.). In such an event, The NZ Ultramarathon Festival promoters will adhere to the following.
- If The NZ Ultramarathon Festival need to cancel prior to 11.59pm 31st January 2027 NZ Time, a refund minus 20% admin fee and bank charges, will be offered to all athletes.
- If The NZ Ultramarathon Festival need to cancel post 11.59pm 31st January 2027 NZ Time, all athletes will be contacted via email with options.
- All athletes are to ensure they have their own insurance in place to cover any cancellations and additional costs.
- The NZ Ultramarathon Festival, offers an opt in “insurance” (see below), through X Cover, a third party provider. Further details under Insurance.

#### **TRAVEL TO THE NZ 6 DAY ULTRA MARATHON**

- Your entry fee into The NZ Ultramarathon Festival, does not cover travel to / within NZ. Any travel of any nature, to The NZ Ultramarathon Festival, is outside the Terms and Conditions and Entry to The NZ Ultramarathon Festival.
- You are responsible for all travel requirements and should have appropriate insurance cover in place, should any situations, including but not limited to, disruptions, occur.

#### **DIGITAL DEVICES / AWARENESS**

- Athletes may use Ear Pods / iPods or the likes to listen to music. All athletes are to be aware of their surroundings at all times. This includes the course being open 24/7 to the public, including, but not limited to, Walkers, Runners, Dogs, Bikes, Scooters, Vehicles, Golf Course / Golf Balls, Public activities.

#### **DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY**

- The NZ Ultramarathon Festival will not be liable to you for
  - a) Any loss of or damage to your equipment or personal effects
  - b) Any indirect or consequential loss
  - c) Any damage or loss suffered or incurred by you in connection with participating in

The NZ Ultramarathon Festival, (including, but not limited to, travelling to The NZ Ultramarathon Festival).

- Except, as otherwise provided by any applicable laws, The NZ Ultramarathon Festival, maximum liability to you for any claim in contract, tort, or in any other cause of action arising out of or in connection with The NZ Ultramarathon Festival, will not exceed the entry fee for the Event.
- We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
- We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided “as is” and “as available” for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- In no case shall The NZ Ultramarathon Festival, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from

your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some countries or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such countries or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

### **ALCOHOLE, SMOKING, VAPING**

- It prohibited while partaking in The NZ Ultramarathon Festival

### **INSURANCE**

- When you enter The NZ Ultramarathon Festival, you are able to take out Entry Protection Insurance, with X Cover. (opt in)
- The NZ Ultramarathon Festival, have chosen to offer Event Protection Insurance, through X Cover to offer full protection for our athletes.
- The NZ Ultramarathon Festival, are not able to provide any refunds for any situation, any refunds will be covered by X cover if you opt in for Insurance Cover.
- The NZ Ultramarathon Festival will not be offering a separate Refund Policy / Withdrawal Policy.
- If athletes choose not to take out X Cover Entry Protection Insurance, you must be aware that there are no other options to receive a refund.
- Competitors taking part in The NZ Ultramarathon Festival, understand that there is a risk involved. Competitors take part at their own free will; The NZ Ultramarathon Festival, is not responsible for any incident or accident.
- The NZ Ultramarathon Festival, has no control over, and accepts no responsibility for, the availability or standard of medical and / or repatriation services and facilities in the area in which the events take place and such services and facilities do not form any part of the contract between you and The NZ Ultramarathon Festival.
- You are solely responsible for your own equipment and belongings during the event and bear the sole responsibility for incidental or accidental damage (including wear and tear) to, or loss of, your own equipment and belongings.
- You are solely responsible for your own medical care throughout The NZ Ultramarathon Festival. The NZ Ultramarathon Festival will provide Medical Support, however you must bring all medication and first aid equipment with you and have a sound and capable knowledge of how to use.
- At all times The NZ Ultramarathon Festival, will endeavour to hold our full course, however as we are operating in a public location, safety may involve us making last minute course changes, reducing or removing a stage or worst case, cancelling the event part way through. You will need to ensure you have adequate insurance cover for any eventuality.

- The NZ Ultramarathon Festival are not Insurance specialists and cannot provide specific insurance advice on any insurance cover.

#### **MEDICAL AND SAFETY**

- All competitors will complete a medical declaration as part of their online entry process. You confirm the information you provide about your medical history is accurate to the best of your knowledge. You acknowledge that the purpose of collecting this information is to ensure that all existing and/or past health conditions are declared prior to competition to allow risks to be assessed. You agree to accept responsibility for any failure to disclose, or properly describe, any existing or past health conditions. You are to advise the race organisation, in writing, for any changes in your medical declaration, prior to the event, should there be any new / relevant information. You undertake not to hold the race organisers and/or medical team liable for any claims and/or damages arising from, or relating to, my disclosure.
- All athletes must be aware that The NZ Ultramarathon Festival, is an outdoor event, with often potential hazards.
- A copy of our Health and Safety Risk Profile is available on request by emailing [info@nzultramarathonfestival.com](mailto:info@nzultramarathonfestival.com)