

## Stadium Stomp Eden Park 2020 Terms & Conditions of Entry and Participation

**NOTE: THIS IS A LEGAL DOCUMENT THAT IS LEGALLY BINDING. IF YOU ARE A MINOR BETWEEN THE AGES OF 12-18 ("Minor Participant") THESE TERMS & CONDITIONS MUST BE ACCEPTED BY A PARENT OR LEGAL GUARDIAN ON YOUR BEHALF. CHILDREN UNDER THE AGE OF 12 ARE NOT ELIGIBLE TO PARTICIPATE IN THIS EVENT.**

Acceptance of these Terms & Conditions will form a contract between the event organisers, King Performance Events Pty Ltd as trustee for King Family Trust ("**Stadium Stomp**") and you as the participant or you as a Minor Participant's parent/legal guardian (also referred to herein as "**you**", "**your**", "**I**", or "**Participant**") upon acceptance in writing by Stadium Stomp of the Participant's application to compete.

In consideration of and as a condition of acceptance of entry to the Stadium Stomp event (the "**Event**") at Eden Park Stadium (the "Venue") on [Saturday 4 April, 2020], the Participant agrees to, gives and makes the following representations and acknowledgements:

1. As at the date of applying for the Event and accepting these terms and conditions:
  - I am 18 years or older; or
  - In the case of an application by a Minor Participant's parent or legal guardian, I confirm that I am the parent or legal guardian (aged 18 years or older) of the Minor Participant and am authorised to enter into this agreement on behalf of the Minor Participant. The Minor will be 12 years or older on Saturday 4 April ("Event Day").
2. To the best of my knowledge, I am [the Minor Participant is] not suffering from a condition that would prevent and/or render me [the Minor Participant] unfit to participate in the Event.
3. I have [the Minor has] trained sufficiently to participate in the Event and I am [the Minor is] physically fit and in good health.
4. I understand that participating in the Event could involve a real risk of serious injury or even death from various causes including but not limited to over exertion, dehydration, falling down or tripping over and accidents, collisions, contact with other participants or spectators or road users. I agree to participate in the Event and to use the Venue at my own risk in all things and I voluntarily assume all risks associated with my [the Minor Participant's] participation in the Event or any activity associated with it and will take all measures to protect myself [the Minor Participant] from the risks of participation. I agree that it is my sole responsibility to determine whether I am [the Minor Participant is] sufficiently fit and healthy enough to participate in this Event and that I am solely responsible for my [the Minor Participant's] own safety and wellbeing at all times and circumstances while at the Venue.
5. I understand and acknowledge that there is an inherent risk in climbing up and down stairs. To the extent permitted by law, I undertake and represent that I will not make any claims against Stadium Stomp or the Venue Operator and hereby release Stadium Stomp (and its directors, officers, employees, representatives, volunteers, sponsors, contractors, subcontractors (and their

respective employees) or agents) and the Venue Operator (individually and collectively, the “Released Parties”) from and against any liability, claims, causes of action, suits or proceedings, including claims for costs or expenses of any nature for any loss, injury, damage of any description whatsoever (including but not limited to injury, death or property damage, and indirect or consequential damage) (“Claim”) suffered in connection with my [the Minor Participant's] attendance and participation at the Event.

6. I agree to familiarise myself and comply with [familiarise the Minor Participant with and ensure that the Minor Participant complies with] all written and/or posted rules of Stadium Stomp, as well as all conditions of entry into the Venue which can be found at <http://edenpark.co.nz/game-day-information/conditions-of-entry> and are incorporated into these terms and conditions. I further agree to comply with [to ensure that the Minor Participant complies with] all directions, instructions and decisions of event organisers, officials and Venue personnel. I further agree not to [to ensure that the Minor Participant does not] challenge these rules, directions, instructions, or decisions on any basis at any time.

7. I specifically acknowledge and agree to abide by [to ensure that the Minor Participant will abide by] the following Event rules: 1) No running down the stairs – one foot must be placed on each step on the way down; 2) on upper levels of the Venue I [the Minor Participant] must not go down to the final row and I [the Minor Participant] must stop two rows before the final row; and 3) no overtaking other participants on the way down. I further acknowledge that the Event is not a race against other participants but rather a personal challenge.

8. If, during the conduct of the Event, an Event official or Venue Personnel directs my [the Minor Participant 's] withdrawal because I am [the Minor Participant is] unable to complete the Event within the advertised time limit, I undertake to comply with [that the Minor Participant will comply with] this direction. In these circumstances I [the Minor Participant] will voluntarily remove myself [himself or herself] from the Event and agree to be transported to the finishing area. I agree to indemnify the Released Parties from and against any Claims resulting from my [the Minor Participant's] failure to comply with this condition or complete the Event.

9. I understand that an Event official has the authority to issue instructions or directions relating to the manner of my [the Minor Participant 's] safe participation in the Event and the authority to halt my [the Minor Participant 's] participation in the Event at any time they deem necessary to protect my [the Minor Participant 's] safety] and the safety of other participants, spectators, and personnel; I undertake to comply with [the Minor Participant will comply with] this direction. In these circumstances I [the Minor Participant] will voluntarily remove myself [himself or herself] from the Event and agree to be transported to the finishing area. I agree to indemnify the Released Parties from and against any Claims resulting from my [the Minor Participant 's] failure to comply with this condition or complete the Event.

I understand that if I have agreed to accompany and be responsible for a Minor Participant, if either the Minor Participant or myself are asked by an Event official to halt or withdraw our participation of the Event, that the other's participation must also be halted or withdrawn.

10. I am solely responsible for all property I [the Minor Participant] bring/s onto the Venue and understand and acknowledge that the Released Parties do not accept responsibility for any loss or damage to this property.

11. I acknowledge that my [and/or the Minor Participant 's] personal information will be collected by Stadium Stomp for the purpose of conducting the Event, including identifying participants, recording results, promoting other Stadium Stomp events and/or for other promotional/marketing purposes, and communicating with me [the Minor Participant] about this or other events. I further acknowledge that, where I have consented ("opted-in"), Stadium Stomp may send regular e-newsletter updates with regard to the Event (and other Stadium Stomp Events), as well as disclose my [and/or the Minor Participant's] personal information to third parties (such as the Venue operator, our joint venture partners, charity partners, clients, sponsors or companies who provide their services to Stadium Stomp).

12. I acknowledge that personal information may be used by Stadium Stomp (or its third party service providers) in conducting identity verification checks, background security checks and any other security checks (which may include inspecting my personal property) prior to my [the Minor Participant 's] entry into and departure from the Venue.

13. I understand that in registering my interest to fundraise for Leukeamia Blood Cancer NZ (LBC), my details will be shared with LBC for them to contact me for the purposes of Stadium Stomp only.

14. I also understand that I have a right to access and correct any personal information held by Stadium Stomp by emailing a request to: [contact@stadiumstomp.com](mailto:contact@stadiumstomp.com).

15. I understand that Stadium Stomp reserves the right to alter the format or other logistical elements of the Event if required by the Venue operator/manager, the police and/or other organisations associated with the Event or if reasonably deemed necessary by Stadium Stomp, in the event of unforeseen circumstances, conditions or natural or man-made emergencies make managing the Event unreasonably difficult or unsafe. In such instances, Stadium Stomp will notify the Participant/Minor Participant of the rescheduled Stadium Stomp event as soon as practicable.

16. I hereby agree that in the event of Event cancellation/postponement due to any occurrence outside of Stadium Stomp's reasonable control, including storm or storm damage, high winds or other acts of God, or Venue unavailability for any reason, my entry fee shall not be refundable. Notwithstanding the foregoing, Stadium Stomp will use all reasonable endeavours to reschedule an Event and will notify the Participant/Minor Participant of the rescheduled event as soon as practicable.

17. I agree not to use [to ensure that the Minor Participant does not use] the logos, trade marks, or other intellectual property of Stadium Stomp or the Venue without its consent.

18. I authorise and consent to the use of my [the Minor Participant's] name, image, likeness, voice or statements (obtained pre, during and post the Event) in perpetuity and without remuneration/compensation for: (i) marketing and promotional purposes in any media whatsoever; and/or (ii) promoting any products/services manufactured, distributed, provided and/or supplied by the Released Parties in association with the Event.

19. I understand that Stadium Stomp reserves the right to refuse a participant's application to register for the Event or having accepted an application, to then cancel the registration from any participant for any reason whatsoever. In such circumstances, the entry fee shall be refunded to the participant.

20. Cancellation / Withdrawal Policy - I understand that if I [the Minor Participant] withdraw/s from the Event up to and including Event day (Saturday 4 April 2020), there is no refund of any portion of my [the Minor Participant's] entry fee. If I [the Minor Participant] withdraw/s, I agree to email [contact@stadiumstomp.com](mailto:contact@stadiumstomp.com) to notify them of changes.

21. I will [and ensure that the Minor Participant will] comply at all times with New Zealand law and these terms and conditions are subject to New Zealand law and the jurisdiction of the New Zealand courts.

22. I acknowledge that the Venue operator, the Eden Park Trust, may rely upon and/or enforce these terms and conditions as if it were a party to them.

By submitting an application to enter the Event, the Participant [Minor Participant's parent or legal guardian], acknowledges and confirms that they have read and agree to be bound by these terms and conditions.