

CONDITIONS OF ENTRY

2024 Santos Tour Down Under – Recovery Zone Conditions of Sale and Entry

Background

- A. The Santos Tour Down Under (“TDU”) includes events initiated, planned, executed, controlled, and closed by: (a) the South Australian Tourism Commission (“SATC”) (ABN 80 485 623 691) of Level 9 250 Victoria Square/Tampanyangga, Adelaide South Australia 5000 (“Managed Event(s)”); and (b) third party event managers.
- B. The TDU is a major event for the purposes of the *Major Events Act 2013* (SA) (“ME Act”) and is subject to a major event declaration.
- C. The Health Partners Recovery Zone is a Managed Event (“Recovery Zone”) offering services including but not limited to massage, ice-baths, localised cryotherapy, and massage boots (“Services”).
- D. The Services will be delivered by suppliers and subcontractors to the SATC with relevant skills and proficiency (including the means, methods and manner) to carry out the Services. The service providers engaged to perform the Services and/or supply relevant equipment include but are not limited to SportsMed, Breathe WRL Pty Ltd, and Odin Ice Baths Pty Ltd (“Service Providers”).
- E. Ticket bookings, including payment, for the Services may only be placed through the TDU’s Managed Event online ticketing platform, which is managed by the SATC.
- F. A reference to SATC includes any natural person who is an employee, officer, agent, professional adviser or subcontractor of SATC (“Personnel”).
- G. A reference to a participant is to a party to these Conditions of Entry, and a reference to a party to these Conditions of Entry includes the party’s executors, administrators, successors and permitted assignees and substitutes.
- H. All tickets to the Recovery Zone are subject to the following conditions of sale and entry.

Agreed Terms

- By making a booking for the Recovery Zone Services, attending, or accessing the Recovery Zone or receiving the Services, the participant (hereafter referred to as either “participant” or “ticket holder”) is deemed to accept these Conditions of Entry, the terms of the ME Act as applicable to TDU and all lawful and reasonable directions issued by SATC or its authorised representatives while at or around the Recovery Zone.
- SATC may, at its sole discretion, accept or reject a booking for the Services.
- For safety and security reasons, persons must be aged 18 years of age or over to make a booking and receive the Services.
- All prices are in \$AUD and inclusive of Goods and Services Tax (“GST”).
- Payment is required in full at the time of registration.
- SATC will not refund the price for failure to participate or participant dissatisfaction.
- SATC may refuse entry by any person to the Recovery Zone, prevent any person from receiving the Services where it holds reasonable and legitimate concerns as to the safety, safe operation of the Services and/or wellbeing of the person and/or remove any person from the Recovery Zone, at its absolute discretion.
- SATC reserves the right to modify or cancel the Event due to inclement weather, extreme heat, safety and/or other operational needs in accordance with policy guidelines available at the TDU website from January.
- All communication regarding the Recovery Zone will be by way of email (tourdownunder@sa.gov.au). Ticket holders must provide a valid email address and emergency telephone number inside Australia (where specifically requested) at the time of booking and notify SATC immediately in writing if those details change. Participants who do not have an email address or have not provided one at registration, must refer to the TDU website (<https://tourdownunder.com.au/>) for Recovery Zone updates and to keep informed of any changes.
- The SATC will make reasonable endeavours to communicate with the ticket holder about the Recovery Zone but does not warrant that it will be able to communicate with all or any ticket holders about a matter, or that such communication will be timely, accurate or free from error.
- SATC suggests all participants buy ambulance, health and travel insurance (if applicable) suitable for their needs.
- SATC reserves the right to modify or amend the Conditions of Entry, in whole or in part, at any time without notice.
- Except to the extent permitted by the *Competition and Consumer Act 2010* (Cth) and *Fair Trading Act 1987* (SA), tickets cannot be exchanged or refunded after purchase.
- Tickets remain the property of the SATC. The SATC reserves the right to confiscate tickets during the Managed Event.
- Ticket scalping is prohibited under the ME Act.
- Tickets are not transferable on or during the day of the Recovery Zone booking, must be retained always and produced if requested. A ticket holder requiring a pass-out must subject themselves to an indelible ink handstamp (or such other method as the SATC directs) which, together with a valid Recovery Zone ticket, must be presented to regain entry.
- If the Managed Event is cancelled for any reason, the SATC assumes no obligation to arrange a substitute event, performance, or service.
- The SATC reserves the right to refuse entry to, or remove or exclude from the Managed Event, any person: in breach of these Conditions (including the ME Act); under the influence of drugs or alcohol; who is disorderly; engaged in offensive or inappropriate behaviour, or vandalism; who evades legal admission to the Managed Event; carrying prohibited items on their person; or with reasonable cause in its absolute discretion.
- The SATC reserves the right to conduct bag searches. Any ticket holder who does not consent to a bag search may be refused entry to the Managed Event.
- The ticket holder may not, without prior written consent of the SATC, bring any of the following to the Managed Event: alcohol; glass bottles, containers or objects (excluding medicine bottles, sunglasses, binoculars and prescription glasses); any seal-broken beverage container; drink coolers or ice boxes; any structure or item capable of supporting the weight of a person including chairs, lounges, benches or stools (excluding prams and strollers); animals; musical instruments; weapons of any kind; fireworks; signs, banners, clothing or any other item displaying commercial, political, religious or offensive messages or logos; or any item which could reasonably be deemed to cause public nuisance or offence to the Managed Event patrons.
- A ticket holder may not make, reproduce, broadcast, or use any form of still or moving picture or any sound recording (“Footage”) of the Managed Event, or any part of it, for profit, gain, public advertisement, display or for any other purpose, without the consent of the SATC. All rights in Footage vest in the SATC or its nominees on creation.
- Smoking and use of e-cigarettes is not permitted at the Managed Event other than in designated smoking areas.
- The ticket holder brings personal property to the Managed Event at its own risk. The SATC will not be liable for loss of, or damage to, personal property.
- Where concession or companion cards apply to the purchase of tickets, valid proof of identity must be presented for collection of tickets and entry to the Managed Event.
- Where relevant, the ticket holder and any third party who purchases a ticket on behalf of the ticket holder (the “Third Party”) each warrant that the Third Party has the ticket holder’s full authority to act as the ticket holder’s agent for the purposes of purchasing the ticket and accepting the Conditions.
- Nothing in these Conditions is intended to exclude, restrict, or modify any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law) which cannot lawfully be excluded, restricted, or modified.
- The ticket holder shall arrive 15 minutes prior to their booking in order to complete any necessary paperwork required by the Service Provider.
- The SATC is not responsible for any medical or health condition of the ticket holder. It is a condition of these Terms of Entry that the ticket holder, prior to receiving the Services, completes a pre-treatment questionnaire where requested by the Service Provider, and has consulted with their general practitioner or relevant medical professional to confirm suitability to receive the Services.
- It is the ticket holder’s responsibility to communicate in advance any medical or health-related conditions and/or special needs to the Service Provider that might affect or be affected by any Partner Services prior to receiving the Services (including but not limited to allergy information, pregnancy, heart condition, cancer, deep vein thrombosis, cold allergy and any other health matters). This includes checking, prior to receiving the Services, that the Services are suitable for the ticket holder and requesting further information from the Service Provider if required. Should SATC receive any enquiries directly in respect of the Services or

CONDITIONS OF ENTRY

2024 Santos Tour Down Under – Recovery Zone Conditions of Sale and Entry

their suitability, the ticket holder acknowledges that SATC will direct such enquiries to the Service Provider.

30. If the ticket holder fails to disclose any such information to the Service Provider, or fail to check the suitability of the Service, neither the SATC or the Service Provider shall be liable to the ticket holder for any injury, loss or damages resulting from the Services that could reasonably have been avoided if the ticket holder had disclosed (or checked or requested) that information prior to receiving the Services.

31. The ticket holder represents to the SATC and the Service Providers that, to the best of the ticket holder's knowledge, the ticket holder does not have physical, medical or other disability or health condition which may be affected or aggravated by, or which may result in sickness, injury or death to the ticket holder, as a result of the ticket holder's participation in the Event and the Services.

32. The ticket holder agrees and acknowledges that they are voluntarily participating in the Event and receipt of the Services. By purchasing a ticket to any of the Services, the ticket holder acknowledges that certain inherent risks exist in relation to the use, participation and receipt of the Services. Such risks may include (a) illness, physical or mental injury, disability, death or economic loss as well as aggravation or affecting of any pre-existing health, disability or medical condition, (b) the malfunctioning of equipment and actions of any other ticket holders attending the Recovery Zone, (c) hypothermia and/or shock from immersion in extremely cold water, and (d) any other risks that have been explained or notified to the ticket holder by the Service Provider ("**Risk**").

33. The ticket holder is solely responsible for any Risk in connection with participation in the Managed Event and receipt of the Services.

34. To the extent permitted by law, the ticket holder releases and indemnifies the SATC and its servants, suppliers, subcontractors officials, representatives, agents and Services Providers (collectively "**Associated Entities**") from any claim, loss, damage, liability, cost, and expense that may be incurred or sustained by the Associated Entities arising out of any act, matter or thing done, permitted, or omitted to be done by the ticket holder in relation to the Managed Event.

35. Where the Service(s) received by the ticket holder are not deemed to be a "Recreational Service" within the definition under the Australian Consumer Law (SA) (set out in clause 36 below), to the extent permitted by law and subject to any non-excludable consumer guarantees implied pursuant to the Australian Consumer Law, the Associated Entities are released and indemnified from any claim, loss, damage, liability, cost, and expense that may be incurred or sustained by the ticket holder in respect of any Risk suffered or incurred by ticket holder in connection with the Services.

36. Form 1—Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is—

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury².

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the SATC for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions

1 Recreational services are services that consist of participation in—

- a sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

2 Personal injury is bodily injury and includes mental and nervous shock and death.

Further information: Further information about your rights can be found at www.ocba.sa.gov.au.

37. The SATC collects and uses ticket holder's personal information for the purpose of:

- (a) processing booking, registration and ticketing for the Managed Event;
- (b) sending emails and other communications about the Managed Event, including confirmations and reminders;
- (c) operating, conducting and promoting the Managed Event;
- (d) creating a profile about the ticket holder to help the SATC personalise its marketing to the ticket holder if the ticket holder has consented to receive SATC marketing;
- (e) conducting market research and analysis that helps the SATC improve and customise its products and services;
- (f) sharing that personal information with: (i) third parties who supply goods and services: (A) on which the SATC's products and systems are built-in, including but not limited to the SATC's TDU online ticketing and booking supplier.; or (B) which support the operation, security, safety and delivery of the TDU including the Managed Event (ii) government departments, agencies or other authorised bodies where permitted or required by law.
- (g) preventing or detecting unlawful or dishonest behaviours, to protect the SATC's legal rights or as otherwise permitted by law; and
- (h) ensuring the security of SATC's operations.

38. The SATC will manage the ticket holder's personal information in accordance with its Information Privacy Policy Statement available at <http://tourism.sa.gov.au/privacy-statement>. The Privacy Policy Statement sets out how the SATC collects, holds, uses, and discloses personal information for the purposes above.

39. The SATC will communicate additional information with all pre-registered bookings via email which may include without limitation, detail around clothing and footwear to be worn and any other items that participants are required to bring.

40. The ticket holder expressly consents to the recording and use of its image and/or voice ("**Likeness**") for the purposes of worldwide commercial exploitation of its Likeness by the SATC or any entity or person authorized by the SATC (including without limitation its commercial partners), in any form the SATC may decide or approve and without any payment or compensation to the ticket holder. The recording of the ticket holder's Likeness may be undertaken using a variety of methods, including by television cameras and photography.

41. The ticket holder acknowledges that the Services are not rebatable and cannot be claimed from private health providers.

42. These Conditions of Entry are governed by, and are to be construed in accordance with, the laws of South Australia and the parties to these Conditions irrevocably submit to the exclusive jurisdiction of the courts of South Australia.

43. These Conditions of Entry, and any documents incorporated by reference, constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous

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CONDITIONS OF ENTRY

2024 Santos Tour Down Under – Recovery Zone Conditions of Sale and Entry

agreements or understandings between the parties in connection with its subject matter.

44. A provision or part of a provision of these Conditions of Entry that is illegal or unenforceable may be severed from and the remaining provision or parts of the provisions of these Conditions of Entry continue in force.

45. Acceptance of these Conditions of Entry is indicated by the ticket holder's purchase of and/or entry to the Managed Event.