

2019 Australian Masters Games Terms & Conditions

As at January 2019

GLOSSARY OF TERMS

"AMG" means the event in which I am entering into, the location it is being held and the dates the event is offered (unless otherwise determined by the organisers).

"AMG activities" means performing or participating in any capacity in any authorised or recognised AMG sport, event or activity.

"Claim" means and includes any action, suit, proceeding, claim, demand, damage, cost or expense however arising including but not limited to negligence.

"Organisers" means UniSport Australia Ltd, Confederation of Australian Sport Inc. and any sporting or other organisation appointed by UniSport Australia to operate any element of the AMG (including any sport, event or activity), and the directors, officers, employees, agents or contractors of these bodies.

"Rules" means the rules, regulations and policies of the AMG and any related sport specific organiser.

TERMS & CONDITIONS OF ENTRY

I acknowledge and agree that I have read and understood the following terms and conditions of entry, and agree to be bound by these terms of entry.

1. I acknowledge that I have read in full, understand and accept the Australian Masters Games Code of Behaviour and how this will be applied during my participation in the AMG.
2. I agree to abide by the rules that govern the delivery of the event/s I have entered. I acknowledge and agree that failure to comply with the rules may result in automatic disqualification from any and all AMG activities and may also result in further action at the discretion of the organisers. I agree that I am responsible for any consequences arising from my failure to observe the rules.
3. I agree to the payment of relevant entry fees as required for participation in the AMG, as outlined and if applicable inclusive of any late fees.
4. I acknowledge that I have read in full, understand and accept the [AMG Refund Policy](#) applicable to my entry into the AMG.
5. I am aware that some sports have a limit on the number of participants and the Organisers reserve the right to accept entries in order of receipt, until the maximum number of entries is obtained. I accept that this may occur prior to or post any advertised entry dates and information.
6. I acknowledge if insufficient entries are obtained, that age groups/weight classes/categories and/or events may be combined or events cancelled.
7. I acknowledge that in the outcome where my event is cancelled that I will receive a refund for the registration fees paid for entry into the AMG.
8. I acknowledge that the Organisers will not be held accountable or responsible, in the instance of an event cancellation, for any other fees incurred for my planned participation at the AMG, including but not limited to airfares, accommodation, uniforms and applied annual leave of employment.
9. I acknowledge that in the situation where age groups or events are combined I will automatically be included to compete in the newly formed age group or event. Should I no longer wish to compete due to the combination of age groups and events, I acknowledge that my request for withdrawal is considered as per the terms outlined in the [AMG Refund Policy](#).

10. In the event of my entry into two different sports, I acknowledge that a clash between these events may occur due to the challenges of scheduling and that rescheduling fixtures to meet my individual requirements cannot be considered.
11. I declare that I am medically and physically fit and able to participate in the AMG activities. I will immediately notify the Organisers in writing of any change to my medical condition, fitness or ability to participate. I understand and accept that the Organisers will continue to rely upon this declaration as evidence of my fitness and ability to participate.
12. I acknowledge and understand that participants do not, as part of their registration fees, have any additional sport injury insurance or coverage provided by Organisers. AMG recommend that all participants investigate the options of private health insurance coverage that may assist in covering costs incurred for unforeseen accidents and or injury.
13. I agree to receive any medical treatment, including ambulance transportation, that Organisers or contracted medical practitioners reasonably consider necessary or desirable for me during my participation in the event due to injury, accident and/or illness. I also agree that I am responsible for any costs or expenses incurred in providing me with medical treatment.
14. I declare that I have attained the minimum age for any sport or class that I have entered or will enter by any qualification date that has been stipulated on the [Australian Masters Games website](#) or online registration system, or, if no date is stipulated, by 31 December 2019.
15. As a registered participant, I agree to abide by the [Anti-Doping Policy](#) as amended from time to time. I understand I may be required to undertake random drug testing during the AMG.
16. I agree to abide by the appeals process set out by the organisers for each sport. I agree that any avenues of appeal will be set out in the rules and any decision made following this process will be final and binding on all parties.
17. I acknowledge and consent to photographs, electronic images and recordings being taken of me during my participation in the event. I acknowledge and agree that such photographs and electronic images are owned by UniSport Australia and/or Confederation of Australian Sport Inc., and may be used for promotional or other purposes without my further consent, payment and/or compensation. Further, I consent to Organisers using my name, image, likeness, voice and performance/results in the event, at any time, by any form of media and/or publication, to promote the event.
18. This agreement shall be construed in accordance with and governed by the laws of South Australia and the Commonwealth of Australia and the parties submit themselves to the jurisdiction of the relevant courts.
19. If any provision of this declaration is invalid or unenforceable in any jurisdiction, the phrase or clause is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable. If the phrase or clause cannot be so read down it will be severed to the extent of the invalidity or unenforceability. Such severance does not affect the remaining provisions of this declaration or affect the validity or enforceability of it in any other jurisdiction.
20. I acknowledge that I have read in full, understand and accept the AMG Privacy Policy.
21. I have provided the information required in the AMG online registration system. I warrant that all information provided is true and correct. I acknowledge these terms and conditions cannot be amended. If I do amend it my entry to AMG will be null and void.

RELEASE AND INDEMNITY

In consideration of the Organisers accepting my entry information and fee, I, to the extent permitted by law:

- release and will release the Organisers from all claims that I may have or may have had but for this release arising from or in connection with my participation in any AMG activities; and
- indemnify and will keep indemnified the Organisers in respect of any claim by any person arising as a result of or in connection with my participation in any AMG activities.

SUMMARY OF REGISTRATION ENTRY PERIODS & CONDITIONS

Registration Entry Periods	
Gold Registration Phase 1	12 February – 1 May 2019
Early Bird Registration	2 May – 2 August 2019
Final Registration (late fee* applied)	3 August – 2 September 2019

* Late fee applies to the Competitor registration category.

Registration Fees

- Entry fees are GST inclusive unless otherwise stated.
- All registration fees are to be paid in Australian dollars.
- Late fees are mandatory past the prescribed date.
- All Competitor entries received after the close of Early Bird Registration (2 August 2019) will incur an additional entry fee of \$27.50 AUD (inc. GST) as part of the Games Registration fee.
- All entry fees must be paid, in full, at the time of registration.
- Payment will be accepted by PayPal or PayPal Express Checkout.
- PayPal Charge fee per transaction (1.5% of total amount due +\$0.30) provides a secure payment gateway, with payment card industry compliance, processing credit and debit card payments, and the costs associated with the technology we use to provide you with our services.

Close of Entries

- The official close of registrations is midnight (AEST) 2 September 2019.
- Registrations may be accepted beyond this date as listed below and at the discretion of the Organisers.

Registrations after 2 September 2019

- Sport and event limitations may be applicable in some instances, and therefore entries cannot be guaranteed after 2 September 2019.
- Entries may be accepted at the discretion of the Organisers.

Refund and Withdrawal

- Refer to AMG Refund Policy.