



## **TERMS AND CONDITIONS**

**IMPORTANT: READ CAREFULLY AS THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS**

### **1. INDEMNITY AND RELEASE**

(a) In consideration of the acceptance (at the organiser's discretion) of my Entry Application Form and fee, I acknowledge that I have read and understood the terms of entry and agree to be bound by the terms of entry.

(b) I certify that I am over 18 years of age to fill in my Entry Applications Form and pay the required fees; or that I am over 18 years of age and are the legal parent/guardian of the competitor named in this entry form and are completing this Entry Application Form as the agent of the competitor.

(b) I certify that if I am acting as an agent of the competitor who will be participating in the NQ Games and in consideration of the NQ Games Organiser accepting the competitor's application to participate in the NQ Games, I have the authority and do grant an indemnity to the Organiser 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 Application Form and fee (if accepted at the discretion of the organisers) that for myself, my executors, administrators, heirs, next of kin, agent, successors and assigns, hereby:

i. Waive and release all claims that I may have against the North Queensland Sports Foundation, their officers, agents, directors, members, volunteers, employees, sponsors, stakeholders, Sport, other Accredited Participants (including Accredited Participants and Officials)("the releasees") involved in the NQ Games and its related activities, including any and all claims, demands or proceedings arising out of my participation in or connection with the NQ Games 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 releasees 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 this Entry Application System and accept that should I not do so, my application for entry into the North Queensland Games (NQ Games) 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 officials.

**3. OVERSEAS COMPETITORS –**

The NQ Games fee is a GST free supply for non-resident overseas entrants who forward their fee for registration from outside Australia. Payment for overseas participants by credit card in Australian (AUD) dollars only.

**4. FITNESS TO ENTER** – I am in sound physical condition and health, making me capable of competing in the number and type of events for which I have registered.

**5. INJURY PROCEDURES** – If I sustain an injury or illness whilst participating in the NQ Games, I authorise the appointed Medical Staff to perform and administer emergency medical attention as they think 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.

**6. RULES** – I will at all times participate in the NQ Games upon the principle of fair play, sportsmanship and participation rather than competition. I will abide by the rules and regulations as set down by the NQ Games and by the sports body (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 from the Event and that I am responsible for any actions resulting from my failure to observe the rules and regulations. I agree that failure to comply with the designated rules may result in my disqualification from the Event with no right to a refund and that I am responsible for any actions resulting from my failure to observe the rules and regulations.

**7. 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 NQ Games and Sport. I accept that my application for entry may be cancelled as a result of a suspension.

**8. DRUGS POLICY** – I agree with the NQ Games policy of condemning the use of classified substances for the purpose of performance enhancements. The NQ Games recognises that some classified substances may be medically prescribed and that the use of these substances may be permitted on the supply of suitable medical evidence. I support the NQ Games application of the Australian Sports Anti-Doping Authority guidelines on this issue ([www.asada.gov.au](http://www.asada.gov.au)).

**9. AGE POLICY** – 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 NQ Games and the relevant Sport before I can participate in any event. Furthermore, I accept that I may be required to provide recognised photographic identification and proof of age when registering for the NQ Games. 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 NQ Games. Failure to produce evidence of my age when requested to do so by the Organiser or the Sport may result in my disqualification from the sport and/or the event.

**10. 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 NQ Games Organiser regarding its events.

## **11. NORTH QUEENSLAND GAMES AND SPORT NAME, LOGOS AND**

**SLOGANS** – I agree that I will not make, encourage or support unauthorised reproductions of either the NQ Games or Sport logo, slogan or name in any form without the prior written permission of the NQ Games and accept that to do so may be in breach of Copyright and the Trade Practices Act.

## **12. 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.nqgames.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 NQ Games Stripe facility
- g) Participants agree to pay any fees or charges incurred by the Organiser for dishonoured payments relating to the Participant's entry.

## **14. REFUND POLICY**

11.1 There are no Refunds. \*

\*"Unless and to the extent that the Event Organiser is required to provide a refund or payment at law."

11.2 FORCE MAJEURE

- (a) If NQ Games is unable to perform, in whole or part in any obligation under these regulations of a Force Majeure Event, NQ Games is relieved of that obligation under these regulations to the extent, and the period it is unable to perform.
- (b) In addition to NQ Games has no obligation to refund to any individual or team any fees paid if it is unable to perform by reason of a Force Majeure Event.



11.3 FORCE MAJEURE EVENT: for the purposes of these regulations a force majeure event includes but is not limited to any or all of the following:

- Acts of God including flood, drought, earthquake, storm, cyclone, fire explosion, epidemic; or
- War or Act of Terrorism; or
- Riot or civil disturbances; or
- Permanent injunction of any duly constituted court of competent jurisdiction; or
- Any fact, circumstance, matter or anything beyond the reasonable control of NQSF

**15. GST** - All NQ Games Fees contain GST. Refer to your Tax Invoice for the GST information on Sports Fees.

**16. BANK FEES AND CHARGES** - I accept that should the NQ Games be charged any fees by their financial institution as a result of a dishonoured payment on a cheque, debit/credit card debit or international payment fees, I will be responsible for any such fees and will be ineligible to participate in the NQ Games until such time as those fees are paid. I accept the transaction fee of 2.5% for all online payments.

**17. 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 NQ Games 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 NQ Games and its related activities.

**18. PRIVACY POLICY** - I consent to my details being disclosed to parties necessary in the conduct of the event (including Sports), medical officials during treatment and official charities for purposes of issuing Tax Invoices. Personal Information is information or an opinion that



identifies an individual. Examples of Personal Information we collect include: names, addresses, email addresses, phone and facsimile numbers.

This Personal Information is obtained in many ways including:

- Sports Community Shop product purchases
- Sign up to our newsletter
- Email or phone correspondence
- Event registration
- Sports Community Consulting services
- Sports Community competitions

and from third parties. We don't guarantee website links or policy of authorised third parties.

We collect your Personal Information for the primary purpose of providing our services to our customers and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure.

This Policy may change from time to time and is available on our website.

#### Privacy Policy Enquiries

If you have any queries or complaints about our Privacy Policy, please contact us [admin@nqsports.com.au](mailto:admin@nqsports.com.au).

**19. 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.

#### **20. GENERAL CONDITIONS**

1. I hereby acknowledge that I have sole responsibility for my personal possessions and any related sporting equipment during the course of the NQ Games.
2. 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.



3. I attest and verify that I am physically fit and have sufficiently trained for the NQ Games and its related activities and that I have not been advised by a qualified medical practitioner not to participate in the NQ Games. I acknowledge that participating in the NQ Games (and related entries) may involve a real risk of serious injury or even death from various causes including but not limited to over-exertion, dehydration and accidents with other participants. I voluntarily assume all risks associated with my participation in the NQ Games or any activity associated with it.