TEAMS PROGRAM PACKAGE TERMS AND CONDITIONS

These Terms and Conditions apply to the purchase of, and access to, a Teams Program Package (the **Package**) for the 2026 Voltaren City2Surf (the **Event**) to be held on 9 August 2026, owned and operated by USM Events Pty Ltd t/as IRONMAN Australia (**IRONMAN**). The person that purchases a **Package** for the Event (the **Package Holder**) agrees to do so in accordance with these conditions.

These conditions work in conjunction with the Terms of Entry (incl Activity Waiver), Event Rules and Participant Withdrawal Terms and Conditions, all available on the Event website (https://city2surf.com.au).

1. **Package Purchase:** In order to access the Teams Program for the Event, the Package Holder must purchase a Package through IRONMAN. The purchase cost of a Package at the Event is as follows (*all prices inclusive of processing fees & GST):

    - Gold Package: $675AUD*
    - Silver Package: $62.50AUD*
    - Bronze Package: $1 AUD, receipt of which is duly acknowledged

    Payment for the Package must be made through the Event platform at the time of purchase. The Package Holder is not permitted to split the Package cost, or share a Package, with any third party (including another participant in the Event) unless agreed to by IRONMAN in advance. The Package cannot be used for the purpose of competitions or public offers by the Package Holder. The Package Holder is responsible for the conduct of all participants registered in their team under their Package (each a **Team Member**) including ensuring that each Team Member complies with these terms and conditions.

2. **Supply of Package Benefits**: To facilitate and support the Package Holder's involvement in the Event, each Package comes with the included items as outlined below for each respective package level:

    Bronze Package inclusions:
    - The ability to create a team during Event registration.

    Silver Package inclusions:
    - Bronze Package inclusions
    - Race Bibs: Team Member's that have registered and paid before 21 June 2026, will have their race bibs posted to the address nominated by the Package Holder when purchasing the Package.

    Gold Package inclusions:
    - Silver Package inclusions
    - Access to the 'Pre-Paid Entry' functionality for Team Members. The 'Pre-Paid Entry' functionality allows the Package Holder to pay for a Team Member(s) entry to the Event.
    - Change of team members (at no additional cost) before 21 June 2026.
    - Team name on race bib. Each Team Member needs to register by 21 June 2026, as advertised on the Event website, to receive this benefit.
    - Package Holder Manual – ("Team Manager Manual")
    - Finisher SMS for all Team Members that have opted in to receive such communication during their individual registration. Team Members are required to provide an active Australian Mobile Number or the message will not be received.
    - Link to access Team Post-Race Results will be sent to the Package Holder via email.

    Any additional benefits provided will be subject to availability and at an additional cost to the Package Holder. The Package Holder must comply with all reasonable and lawful directions of IRONMAN before, during and after the Event.

3. **Registration of Team Members:** The Package price does not include any Event entries. Each individual Team Member must complete their own Event entry registration.

   For Gold Packages only: the Package Holder must purchase the entries via the Pre-Paid Entry functionality and then distribute the entries to Team Members through the registration Team Dashboard for the Event. Each individual Team Member must complete their own Event registration prior to the Event. The Package Holder must ensure Pre-Paid entries are distributed to the intended recipient. The Package Holder acknowledges and agrees that IRONMAN will not provide a refund for any Pre-Paid entry that is unused, lost, misused or distributed to the wrong recipient. Pre-Paid entries cannot be offered as a gift or prize or otherwise offered for sale. Package Holder has the ability to withdraw Team Members prior to the Event and substitute for a different Team Member. Any additional purchases (outside of the entry fee), purchased by the individual Team Member will be refunded to the card used to purchase such additional items.

4. **Acknowledgement**: The Package Holder acknowledges that all implied warranties, conditions and guarantees with respect to the Event are expressly excluded under these terms and conditions, including as to the quality of any services or fitness for any particular purpose, or the success or profitability for the Package Holder for participating in the Event.

   Notwithstanding the above, nothing in these terms and conditions excludes or limits any right, remedy, guarantee, warranty or any other term or condition implied or imposed by the Australian Consumer Law (ACL) (including any consumer guarantee) which cannot be lawfully excluded or limited. For any liability which cannot lawfully be excluded but can be limited under the ACL, our liability is limited to the price of the Package, re-supplying the Package, or supplying a substitute package at another event that is satisfactory to Package Holder.

5. **Event Cancellation and Postponement:** Package Holder agrees that if an Event is cancelled in its entirety for any reason, then:
   i. IRONMAN will notify Package Holder of such cancellation;
   ii. both parties shall be relieved from any further obligations owing under these terms and conditions for the cancelled Event; and
   iii. Package Holder may elect to:
      1. have the Package re-supplied at the same Event in the following year;
      2. have the Package re-supplied at an alternate or substitute event conducted by IRONMAN (subject to availability); or
      3. receive a refund for the unused portion of the Package benefits (calculated on the basis of rights and benefits delivered by IRONMAN up to the point of cancellation).
   iv. If the Package Holder has purchased any Pre-Paid Entries, the Package Holder will be notified of their options with respect to the Pre-Paid Entries, which will include the option of a refund for such entries. For the avoidance of doubt, any refund for Pre-Paid Entries will be made to the Package Holder.

   b. If, for reasons beyond the control of IRONMAN, the specific geographic location or venue of the Event is altered (that is, the Event remains in the same general region/area) or the Event is postponed to a later date in the same year, such relocation or rescheduling will not entitle Package Holder to terminate the Package Holder Package or otherwise affect any of its obligations. The Package, including all benefits, shall remain deliverable by IRONMAN.
   c. For the avoidance of doubt, an Event will not be deemed to be cancelled solely by reason of a reasonable modification of the Event's distance, course or start time and, if an Event has sub-events, such Event will not be deemed to be cancelled solely by reason of a cancellation or modification of any individual sub-event. For any Event or sub-event, IRONMAN may, at any time in the interest of safety, modify any race distance or course.

d. Except to the extent expressly set out in these terms and conditions and to the extent permitted by law, IRONMAN will not be financially or otherwise liable to Package Holder if the Event is cancelled, postponed, or relocated.

6. **Compliance with Laws**: The Package Holder warrants that it will comply with all applicable laws and regulations in relation to its participation in the Event.

7. **Intellectual Property:** The Package Holder acknowledges that it does not have the right to use any trademarks or other intellectual property of IRONMAN (including without limitation the names or logos of the Event) or any related entity of IRONMAN.

8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the State of New South Wales.

9. **Privacy:** By purchasing a Package for the Event, the Package Holder consents to the collection and use of their personal information by IRONMAN and its related companies (as defined in the *Corporations Act 2001*) for the purposes of Event management, Event safety, marketing (including the promotion of the Event and other events conducted by IRONMAN, and the promotion of offers from third parties who have a relationship with IRONMAN). The Package Holder agrees that IRONMAN may use their personal information in accordance with its Privacy Policy (located at https://www.ironman.com/privacy-policy-australia), which includes information about how to access and seek correction of any personal information of the Package Holder. The Package Holder agrees to comply with all applicable privacy laws with respect to personal data of Team Members obtained in the delivery of the Package and performance of these terms and conditions. To the extent permitted by law, the Package Holder indemnifies IRONMAN for any breach of, or failure to comply with, any privacy laws.

10. **Email Communications:** As a Package Holder, where you enter an email address into the Teams Dashboard to invite a Team Member to join your Team or otherwise contact a Team Member via email, you represent and warrant that you have the consent of each Team Member to contact them for this purpose. In addition, by purchasing a Package, the Package Holder acknowledges that their name and email address will be visible to each Team Member.