

TWO OCEANS MARATHON TERMS AND CONDITIONS

These Terms and Conditions (the “Terms and Conditions”) govern each entrant’s (“You” or “Your”) entry into, and participation in, the Totalsports Two Oceans Ultra Marathon, Training Runs, Half Marathon or any other race or event conducted/organised by the Two Oceans Marathon NPC or Elite Running Events Proprietary Limited (each an “Event Organiser” or “Organiser” for purposes hereof)(the aforementioned running events each an “Event” for the purposes hereof).

WHILE ALL PROVISIONS OF THESE TERMS AND CONDITIONS ARE IMPORTANT, PLEASE PAY SPECIFIC ATTENTION TO THE PROVISIONS SET OUT IN CAPITAL LETTERS AS YOU ARE WAIVING SUBSTANTIAL RIGHTS THEREIN.

1. EVENT

- 1.1. By entering the Event, You agree that You are bound by, and that Your participation is subject to, these Terms and Conditions.

2. ENTRY REQUIREMENTS AND REGISTRATION

- 2.1. You may enter the Event online at <https://www.twooceansmarathon.org.za> (“Event Website”). You will be redirected to the entry platform where You will be required to pay the Event entry fee.
- 2.2. Details regarding the entry fee payable may be found on the Event Website. YOU AGREE THAT EVENT ORGANISER’S RIGHT TO CHANGE THE EVENT ENTRY FEE AT ANY TIME, WITHOUT PRIOR NOTICE, IS RESERVED.
- 2.3. You agree that you have familiarised yourself with, and agree to abide by, all the applicable rules and regulations prescribed by World Athletics (“WA”) and Athletics South Africa (“ASA”), Western Province Athletics (“WPA”) and the Event’s official rules and regulations (“Race Rules”), all of which are incorporated herein by reference. The Race Rules are available on the Event Website.
- 2.4. Communication on Event-related matters will be provided via e-mail or SMS. It is Your responsibility to ensure that the contact details that You have provided are correct and up to date.

3. RISKS ASSOCIATED WITH THE EVENT

- 3.1. YOU ACCEPT THAT YOUR PARTICIPATION IN THE EVENT IS AT YOUR OWN RISK AND ACKNOWLEDGE THAT THE EVENT ORGANISER CANNOT MANAGE ALL POTENTIAL RISKS, INCLUDING POTENTIALLY FORESEEABLE ONES. YOU ARE OBLIGED TO STRICTLY ADHERE TO ALL APPLICABLE RULES, DIRECTIVES, AND INSTRUCTIONS OF THE ORGANISER IN RELATION TO THE EVENT.
- 3.2. YOU THEREFORE UNDERSTAND AND ACKNOWLEDGE THAT THERE ARE RISKS AND HAZARDS ASSOCIATED WITH EVENTS OF THIS NATURE (INCLUDING, BUT NOT LIMITED TO, ROCK FALLS, ROAD WORKS, NON-WHEELCHAIR SAFE AREAS, PLANNED ROUTES, OR ROADS ASSOCIATED WITH THE EVENT ROUTE) AND THAT THE POSSIBLE EFFECTS OF THESE RISKS CAN VARY FROM MINOR TO SEVERE INJURIES AND/OR LOSS OF LIFE. ACCORDINGLY, YOU UNDERTAKE TO WITHDRAW FROM PARTICIPATING IN THE EVENT, IF AT ANY TIME YOU:
 - 3.2.1. SENSE OR OBSERVE ANY UNUSUAL HAZARD OR UNSAFE CONDITION THAT IN ANY WAY LEADS YOU TO BE CONCERNED THAT IT IS UNSAFE FOR YOU TO CONTINUE WITH THE EVENT; AND/OR
 - 3.2.2. FEEL UNABLE OR UNFIT TO SAFELY CONTINUE PARTICIPATING IN THE EVENT.

4. LIMITATION OF LIABILITY AND INDEMNITY

- 4.1. THE FOLLOWING LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE GRANTED BY ALL

EVENT PARTICIPANTS IN FAVOUR OF TWO OCEANS MARATHON NPC, ELITE RUNNING EVENTS PROPRIETARY LIMITED, AND ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, AGENTS, AFFILIATES, STAKEHOLDERS, SPONSORS, PARTNERS, EVENT PARTNERS, INSURERS, EMPLOYEES, AS WELL AS WPA, ASA, ANY VOLUNTEERS, THIRD-PARTY SERVICE PROVIDERS AND ANY OF THE AFOREMENTIONED PARTIES PERMITTED ASSIGNS (HOWSOEVER SUCH LIABILITY MAY ARISE, AND HOWSOEVER YOU MAY HAVE ENTERED THE EVENT) (EACH SUCH PARTY AN "INDEMNIFIED PARTY" AND COLLECTIVELY "INDEMNIFIED PARTIES" FOR THE PURPOSES HEROF).

- 4.2. YOU ACCEPT AND AGREE THAT THE INDEMNIFIED PARTIES ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY CLAIM WHATSOEVER ARISING FROM DEATH, INJURY, LOSS AND/OR DAMAGE TO PERSON OR PROPERTY AS A RESULT OF YOUR PARTICIPATION IN THE EVENT (INCLUDING, WITHOUT LIMITATION, ANY SUCH DEATH, INJURY, LOSS AND/OR DAMAGE ATTRIBUTED TO: (I) ANY PRE-EVENT AND POST-EVENT ACTIVITIES, (II) THE CANCELLATION OR POSTPONEMENT OF THE EVENT OR (III) ANY CHANGE IN THE EVENT ROUTE. ACCORDINGLY, YOU HEREBY INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS TO THE FULLEST EXTENT POSSIBLE IN LAW, AGAINST ANY CLAIMS OCCASIONED AS A RESULT OF YOUR PARTICIPATION IN THE EVENT, IRRESPECTIVE OF THE NATURE OF SUCH CLAIM OR HOWSOEVER IT HAS ARISEN INCLUDING, WITHOUT LIMITATION, ANY LOSS, INJURY, HARM, ILLNESS, DEATH OR DAMAGE ARISING DIRECTLY OR INDIRECTLY OUT OF ANY ACT OR OMISSION, INCLUDING NEGLIGENT ACTS OR OMISSIONS BY THE INDEMNIFIED PARTIES, INCLUDING ANY CLAIM FOR CONSEQUENTIAL LOSS OF DAMAGE, LOSS OF PROFITS OR ANY CLAIM BY ANY OF YOUR DEPENDENTS ARISING FROM EVENTS RELATED TO, IN CONNECTION WITH OR OCCASIONED AS A RESULT OF YOUR PARTICIPATION IN THE EVENT.
- 4.3. YOU AGREE THAT EACH INDEMNIFIED PARTY SHALL BE ENTITLED TO ENFORCE THE RIGHTS CONTEMPLATED HEREIN TO THE SAME EXTENT AS IF SUCH INDEMNIFIED PARTY WAS A PARTY HERETO.
- 4.4. THE EVENT IS ORGANISED ON A 'REASONABLE EFFORT' BASIS AND ALL WARRANTIES AS TO THE QUALITY OF THE EVENT ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMISSIBLE IN LAW.
- 4.5. YOU AGREE THAT THE LIMITATION OF LIABILITY RECORDED HEREIN SHALL APPLY TO YOU, YOUR ESTATE, YOUR DEPENDENTS AND ANY SUCCESSORS.

5. CHILDREN'S PARTICIPATION

- 5.1. BY ENTERING AS A LEGAL GUARDIAN ON BEHALF OF YOUR MINOR YOU HEREBY CONSENT TO YOUR MINOR'S PARTICIPATION IN THE EVENT AND AGREE THAT NO CLAIM SHALL LIE AGAINST ANY INDEMNIFIED PARTY FOR LOSSES OR DAMAGES THAT SUCH MINOR MAY SUFFER AS A RESULT OF INJURY OR DEATH THAT OCCURS AS A RESULT OF THEIR PARTICIPATION IN THE EVENT. YOU HEREBY INDEMNIFY THE INDEMNIFIED PARTIES WITH RESPECT TO YOUR MINOR TO THE SAME EXTENT AS CONTEMPLATED IN PARAGRAPH 4 HEREOF.
- 5.2. BY ENTERING THE EVENT ON BEHALF OF A MINOR, YOU CONFIRM THAT YOU ARE DULY AUTHORISED IN LAW TO ACT AND LEGALLY BIND THE MINOR. FURTHERMORE, YOU HEREBY AGREE TO INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM ANY CLAIMS ARISING AS A RESULT OF THE ABSENCE OF SUCH LEGAL AUTHORITY.

6. REFUND POLICY

- 6.1. ALL ENTRY FEES FOR THE EVENT ARE NON-REFUNDABLE AND NON-TRANSFERABLE UNDER ALL CIRCUMSTANCES PERMITTED IN LAW, INCLUDING, BUT NOT LIMITED TO, CANCELLATION OF THE EVENT FOR ANY REASON OR YOUR WITHDRAWAL OF YOUR PARTICIPATION IN THE EVENT, OR CHANGE IN THE DATE, NATURE, OR FORMAT OF THE EVENT.
- 6.2. You acknowledge that the Event may be cancelled or changed due to government directives, severe weather or any other factors that may be deemed to threaten the safety of participants as determined by the Event Organiser in its sole discretion.
- 6.3. The Event Organiser reserves the right to refuse any entry or cancel any entry to the Event. Your

entry free will be refunded if Your entry is cancelled by the Event Organiser.

7. PERSONAL INFORMATION

- 7.1. In the context of these Terms and Conditions, personal information refers to the private information about an identifiable living natural person including but not limited to identity information, contact information, and locational information ("Personal Information").
- 7.2. By entering the Event, Personal Information about You is collected, including information that directly or indirectly identifies you, such information includes but is not limited to Your name, age, race, gender, email address, location and/or language. You are unable to enter the Event without us processing your Personal Information as it is required by us to deliver the Event services to you.
- 7.3. Your participation in the Event is contingent on You providing information which is true and correct in all respects. Failure to provide true or complete information shall be considered a breach of these Terms and Conditions. Should YOU ENTER ON BEHALF OF SOMEONE ELSE YOU WARRANT THAT YOU ARE DULY AUTHORISED TO ACCEPT THESE TERMS AND CONDITIONS ON BEHALF OF SUCH PERSON (INCLUDING AGREEING TO THE LIMITATION OF LIABILITY CONTEMPLATED HEREIN).
- 7.4. IN THESE CIRCUMSTANCES, YOU HEREBY EXPRESSLY AGREE AND CONSENT TO YOUR PERSONAL INFORMATION BEING COLLECTED, STORED, USED, SHARED AND AS OTHERWISE PROCESSED AS CONTEMPLATED BY THE PROTECTION OF PERSONAL INFORMATION ACT ("PROCESSED") FOR THE PURPOSE OF YOUR PARTICIPATION IN THE EVENT, AND AS SET OUT IN THE PRIVACY POLICY. IF YOU ARE ENTERING ON THE BEHALF OF A MINOR YOU HEREBY CONSENT TO THE PROCESSING OF SUCH MINOR'S PERSONAL INFORMATION AS CONTEMPLATED IN THESE TERMS AND CONDITIONS (INCLUDING AS CONTEMPLATED IN PARAGRAPH 7.5 BELOW).
- 7.5. YOU FURTHERMORE EXPRESSLY ACKNOWLEDGE AND AGREE THAT:
 - 7.5.1. DUE TO YOUR PARTICIPATION IN THE EVENT, THE EVENT ORGANISER MAY CONTACT YOU FROM TIME TO TIME (BY MEANS OF ELECTRONIC MAIL, SOCIAL MEDIA, THE SHORT MESSAGE SERVICE AND/OR TELEPHONE CALLS) FOR PURPOSE OF COMMUNICATING EVENT-RELATED INFORMATION;
 - 7.5.2. THE EVENT ORGANISER SHALL BE ENTITLED TO USE YOUR NAME, RACE INFORMATION AND ANY MEDIA (PHOTOGRAPHS, VIDEO TAPES, BROADCASTS AND TELECASTS) IN WHICH YOU MAY APPEAR FREE OF CHARGE;
 - 7.5.3. THE EVENT ORGANISER MAY PROCESS YOUR PERSONAL INFORMATION (I), WITHIN THE EVENT ORGANISER AND/OR ANY OF ITS SUBSIDIARIES OR ANY OTHER LEGAL ENTITY, JOINT VENTURE AND/OR PARTNERSHIP WHEREVER SITUATED OR OPERATING THAT RENDERS SERVICES OR OTHERWISE CONDUCTS BUSINESS SIMILAR TO THAT OF THE EVENT ORGANISER; AND/OR (II) VIA ANY THIRD PARTY WITH WHOM THE EVENT ORGANISER ENTERS INTO A SERVICES AGREEMENT WITH FOR THE PURPOSES OF DELIVERING THE EVENT AND PRODUCTS AND SERVICES WHICH FORM A PART THEREOF.
 - 7.5.4. YOU ACKNOWLEDGE THAT CERTAIN EVENT SYSTEMS, INCLUDING TIMING, HOSTING, PAYMENT PROCESSING AND COMMUNICATION PLATFORMS, MAY BE OPERATED FROM OUTSIDE THE REPUBLIC OF SOUTH AFRICA. ACCORDINGLY, YOU CONSENT TO THE TRANSFER OF YOUR PERSONAL INFORMATION ACROSS NATIONAL BORDERS STRICTLY FOR PURPOSES RELATED TO THE ADMINISTRATION, MANAGEMENT AND OPERATION OF THE EVENT;
 - 7.5.5. YOU SPECIFICALLY AGREE THAT SUCH PROCESSING MAY INCLUDE, WITHOUT LIMITATION, ANY MEDICAL SERVICE PROVIDER OR ANY PHOTOGRAPHIC PARTNER OR SUPPLIER (INCLUDING ACTION PHOTO SA) CONTACTING YOU IN RESPECT OF YOUR PARTICIPATION IN THE EVENT OR ANY PRODUCTS OR SERVICES RELATED THERETO; AND
 - 7.5.6. SHOULD YOU OPT IN, YOU ACCEPT THAT YOUR PERSONAL INFORMATION WILL REMAIN CONFIDENTIAL BUT CONSENT TO SAME BEING SHARED WITH THE PARTIES INVOLVED

IN THE ORGANISATION OF THE EVENT FOR PURPOSES OF SENDING YOU EVENT RELATED MATERIAL AND PROMOTING ACTIVITIES RELATED TO THE EVENT (INCLUDING MARKETING MATERIAL, ADVERTISING MATERIAL, NEWSLETTERS OR ANY OTHER INFORMATIVE MATERIAL RELATING TO THE EVENT ORGANISER, ITS BUSINESS AND/OR ANY OTHER SPORTING EVENTS THAT THE EVENT ORGANISER REASONABLY BELIEVES THAT YOU MAY BE INTERESTED IN).

- 7.6. Your Personal Information will be processed in accordance with applicable law, these Terms and Conditions and the requirements directly applicable to the provision of the Event services. Your Personal Information will be processed in a manner consistent with the operational requirements of the Event and the Event Website to the minimum extent necessary.
 - 7.7. Your Personal Information will be deleted and/or destroyed on receipt of Your written instructions to do so and/or when it is no longer required for the purpose it was initially collected or subsequently processed.
 - 7.8. The Event Organiser may retain anonymous information from deleted profiles to comply with the law, prevent fraud, resolve disputes, troubleshoot problems, and enforce any terms. Any retained information will be handled in accordance with the Event Organiser's Privacy Policy.
 - 7.9. The appropriate, reasonable, technical, and organisational measures, as required by applicable law, shall be taken to protect any information submitted to or collected by the Event Organiser from loss, misuse, unauthorised access, disclosure, alteration, or destruction.
 - 7.10. THE TRANSMISSION OF YOUR PERSONAL INFORMATION OVER THE INTERNET IS NOT WITHOUT RISK AND YOU ACCORDINGLY ACKNOWLEDGE AND AGREE THAT NO WARRANTY OF SECURITY OF TRANSMISSION OF INFORMATION IS HEREBY PROVIDED. ALL PROVISION OF PERSONAL INFORMATION IS MADE AT YOUR OWN RISK.
8. SANCTION FOR CONTRAVENTION OF THE RULES
- 8.1. You warrant that You have not been suspended or banned from participating in the Event and acknowledge that You will not be entitled to participate in the Event if You have been so banned or suspended from participating in the Event for any reason.
 - 8.2. SHOULD YOU BREACH THE TERMS HEREOF, THE EVENT ORGANISER RESERVES THE RIGHT TO IMPOSE ANY SANCTIONS AGAINST YOU, INCLUDING, WITHOUT LIMITATION, PROHIBITING YOU FROM FUTURE PARTICIPATION IN THE EVENT OR FORFEITING ANY PRIZES AWARDED TO YOU IN RESPECT OF THE EVENT.
 - 8.3. YOU HEREBY IRREVOCABLY CONSENT TO YOUR NAME AND/OR RACE NUMBER BEING PUBLICLY DISPLAYED AND PUBLISHED (INCLUDING ON THE INTERNET) IF YOU ARE DISQUALIFIED FROM THE EVENT OR ANOTHER SANCTION IMPOSED UPON YOU FOR A BREACH OF THESE TERMS AND CONDITIONS OR THE RACE RULES.
 - 8.4. THE EVENT ORGANISER RESERVES THE RIGHT TO REPORT ANY RULE VIOLATIONS, INCLUDING DOPING OR MISCONDUCT, TO ATHLETICS SOUTH AFRICA (ASA) OR ANY RELEVANT GOVERNING BODY WHERE APPROPRIATE.
9. GENERAL
- 9.1. The Event Organiser reserves the right to change the date and/or time of the Event at its sole discretion.
 - 9.2. By participating in the Event, You warrant that You are in good health, physically fit and sufficiently trained to do so and that you are not aware of any medical condition that would make participation in the Event more hazardous.
 - 9.3. THE EVENT ORGANISERS RESERVE THE RIGHT, IN THEIR ABSOLUTE DISCRETION, TO CHANGE THE TERMS AND CONDITIONS WITHOUT PRIOR NOTICE TO YOU, SUCH AMENDED AND/OR UPDATED TERMS AND CONDITIONS SHALL BE EFFECTIVE AS FROM THE PUBLICATION THEREOF ON THE EVENT WEBSITE. THE EVENT ORGANISER WILL ENDEAVOUR, AS A COURTESY, TO PROVIDE YOU WITH A COPY OF SUCH UPDATED OR AMENDED TERMS AND CONDITIONS, BUT YOU EXPRESSLY

AGREE THAT THEY SHALL BE UNDER NO OBLIGATION TO DO SO.

- 9.4. If one or more of these terms are found to be unenforceable, such term will be deemed to be severable from the remainder of the terms and the remaining terms shall in all other respects remain in full force and effect.
- 9.5. Marshals, traffic, and police officials must be obeyed at all times. If You are instructed by any marshal, race official, medic, traffic or police official to stop, You must do so immediately.
- 9.6. You must complete the Event under Your own effort and may not receive any assistance in this regard.
- 9.7. You may not participate in the Event whilst under the influence of alcohol, or any drug, including any performance enhancing drug.
- 9.8. If You are found to have falsified information to gain a competitive advantage (for example lying about Your age) will be disqualified.
- 9.9. You acknowledge and agree that You:
 - 9.9.1. may be required to be tested in terms of doping control rules and regulations;
 - 9.9.2. shall be subject to the tax laws and exchange provisions of the Republic of South Africa if you win any prize;
 - 9.9.3. may only wear clothing during the Race which conforms to WA/ASA advertising rules and regulations; and
 - 9.9.4. shall not exhibit or wear any advertising material, logos or political slogans that are contrary to the rules of WA and ASA;
- 9.10. No pets are allowed during the participation of the Event.
- 9.11. You may not use a personal music system with headphones while competing in the Event.
- 9.12. Do not litter or damage the environment in any way while competing in the Event. Dispose of cups by using the "chuck zones" provided or carrying them to the Finish. If You do not respect these instructions, You may be subject to disciplinary action including disqualification.
- 9.13. YOU CONFIRM THAT YOU UNDERSTAND THE IMPORTANCE AND THE MEANING OF THESE TERMS AND CONDITIONS, AND THAT BY AGREEING HERETO, YOU ARE WAIVING SUBSTANTIAL LEGAL RIGHTS (ON YOUR OWN BEHALF AND ON BEHALF OF THOSE IN YOUR CARE). FURTHERMORE, YOU ACKNOWLEDGE THAT YOU HAVE BEEN FREE TO SECURE INDEPENDENT LEGAL AND/OR OTHER ADVICE AS TO THE NATURE AND EFFECT OF ALL THE PROVISIONS HEREOF, AND THAT YOU HAVE EITHER TAKEN SUCH INDEPENDENT LEGAL AND/OR OTHER ADVICE, OR DISPENSED WITH THE NECESSITY OF DOING SO.