



TERMS AND CONDITIONS – KIDSWORX CAIRNS 2023

Waiver for entrants – Crankworx Cairns

To the fullest extent permissible under law, including the Australian Consumer Law (ACL) under Schedule 2 to the Competition and Consumer Act 2010 (Cth) these terms and conditions (Terms) govern the Kidsworx Competition conducted at Crankworx Cairns.

You acknowledge that you have read and agree to be bound by these Terms upon either submitting your registration to GTR Events Pty Ltd and Crankworx Cairns (Including Crankworx CEI). If You intend participating in a Crankworx Event and are under 18 years of age a parent or guardian must read these Terms and acknowledge and accept them on Your behalf.

These Terms and Conditions of Entry allow GTR Events Pty Ltd ABN 42 606 621 9898 (GTR) to operate the Kidsworx and Crankworx Cairns event. By registering to participate in the event you accept and agree to be bound by these entry terms.

AUTHORITY TO REGISTER AND/OR TO ACT AS AGENT You represent and warrant to GTR that you have full legal authority and capacity to complete the registration for the Event, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, "you" or "your" means and includes you (as an individual) and all other Registered Parties for whom you are registering, and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights. If the participant is under 18 a parent or guardian must read the Terms and Conditions and accept on their behalf.

1. REGISTRATIONS

- 1.1. Your Registration is subject to acceptance by GTR, which will be confirmed in writing (including but not limited to email) ("In Writing") after GTR has received Your fully completed Registration, the fee (if required) related to your registration ("Fee") and any required supporting documents. GTR may in its absolute discretion for any reason refuse to accept Your Registration.
- 1.2. GTR's preferred method of Registration is online. If You encounter difficulties with online Registrations, please contact us.
- 1.3. GTR may provide offline Registrations via phone, email, or mail. GTR will use its best efforts to process offline Registrations within two (2) working days of receipt.
- 1.4. The Fee for the Kidsworx Event is correct at the time of publication. GTR reserves the right to change the Fee at any time but changes will not affect Registrations which have already been confirmed In Writing by Lup Events.
- 1.5. By entering you consent to receiving and reading the information about the Kidsworx Event. If you have previously unsubscribed from Crankworx or GTR communications you will be re-subscribed. Crankworx communication will primarily be via email. Updated information will be posted on the Crankworx Cairns website and through social media from time to time.

2. CANCELLATION AND REFUNDS



- 2.1. Your entry fees are not refundable if you change your mind or are no longer able to participate in Kidsworx.
- 2.2. Fees will not be refunded if You are denied access or removed from a Crankworx Event for any reason.
- 2.3. Any Registration entry is not transferable to another person or to a future Crankworx Event without the express permission or consent of GTR.
- 2.4. If You are inadvertently registered in an incorrect event GTR will transfer your registration. You will be required to pay any difference in fees and GTR cannot change Your event options within the week prior to Crankworx Cairns Event starting.
- 2.5. In the instance that GTR requires the event to be cancelled, all registered participants will be offered the following options regarding the paid registration fee; a. Roll-over the registration fee to the next available event b. Request a refund (issuable at GTR's discretion)
- 2.6. Options set out in point 2.5 will be made available for a limited time. Participants who do not indicate an option by the stated date will forfeit their right to receive this offer.

3. THE ORGANISERS RIGHTS

- 3.1. GTR reserves the right at any time to: (a) change the format, participants, content, location and timing or any other aspect of THE Event; (b) postpone THE Event or any part of the Event; or (c) cancel the event or any part of the Event, and will not be liable for any damages, costs, losses or expenses of any kind incurred or suffered by You as a result of or in relation to GTR modifying, postponing or cancelling the Event.

4. YOUR RIGHTS AND OBLIGATIONS AT AN KIDSWORX EVENT

- 4.1. GTR reserves the right, without any liability, to refuse admission to, or to eject You from Crankworx Cairns, in its absolute discretion, including (without limitation), for failure to comply with these Terms or if in the opinion of GTR, acting reasonably, You represent a security risk, nuisance or annoyance to the running of the event.
- 4.2. You agree to comply with all reasonable instructions issued by GTR or the operator of the venue.
- 4.3. All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited at Crankworx Cairns and/or in or at a venue.
- 4.4. You acknowledge that You may be filmed, sound recorded and/or photographed, the media or any other party at the Event and GTR may use or approve the use of the film, sound recording and/or photograph for any purpose and in any way whatsoever.

5. WELLBEING & SAFETY

- 5.1. All Participants are required to complete an entry form and pay the entry Fee.
- 5.2. Children under 168 must be accompanied by an adult for the duration of Crankworx Cairns.
- 5.3. You should seek medical advice to ensure you are fit to participate. It is Your responsibility to have suitable food and any medication that you require with You at all times.
- 5.4. First aid will be available at Crankworx Cairns. Should You require ambulance transport to hospital it will be at your own expense.
- 5.5. You accept responsibility at all times for personal belongings during Crankworx Cairns. Valuable items should not be left without supervision, as GTR will not accept for loss or damage of personal belongings.



- 5.6. GTR requires all participants to comply with relevant state health orders in relation to the COVID-19 pandemic at the time of the event, including but not limited to social distancing, wearing of masks and proof of vaccine. GTR reserves the right to refuse entry to any participant not following state health guidelines.

6. LIMITATIONS OF LIABILITY AND INDEMNITY

- 6.1. Relevant provisions of the ACL and other laws in force from time to time in Australia may impose guarantees, warranties, conditions and obligations on GTR ("Consumer Guarantees"). If any of these Terms are inconsistent with a Consumer Guarantee, the Consumer Guarantee will apply to the extent of such inconsistency. To the extent permitted by law GTR's liability and Your sole remedy will be limited to the refund of the Fee paid. Subject to any applicable Consumer Guarantees, all guarantees, representations, conditions and warranties of any nature are expressly excluded.
- 6.2. Subject to any Consumer Guarantees and to the maximum extent permitted by applicable law, GTR, its employees, agents and contractors will not be liable for personal injury or death, property damage, or any other loss (including without limitation, liability for negligence, breach of these Event Terms or any other agreement), damage, cost or expense (including, without limitation, loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage) that You may incur or suffer arising out of or in connection with the Event.
- 6.3. You agree to fully indemnify and hold GTR, its employees, agents, contractors and sub-contractors ("Representatives") harmless from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by GTR and/or its Representatives arising out of or in connection with the event, including but not limited to: (1) a breach of these Event Terms; (2) Your use of the venue or attendance at the Event; (3) any damage to the venue or any goods located at the venue; or (4) the infringement of any intellectual property or other right of any third party (including the venue) by You.

7. ACKNOWLEDGEMENT & WAIVER

- 7.1. You acknowledge that involvement in Crankworx Cairns and subsidiary events such as Kidsworx is a potentially dangerous activity and that You participate at Your own risk.
- 7.2. GTR reserves the right to amend these Terms from time to time and You will be subject to the terms in force at the time GTR Registers to attend the Event, if you do not need to Register, whichever is applicable.
- 7.3. Any failure, delay or relaxation on the part of a party in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms shall not operate as a waiver of that power, right or remedy.
- 7.4. If any provision of these Terms is invalid or not enforceable by a court of competent jurisdiction, the relevant term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms 12.4 These Terms are governed by and are to be construed in accordance with the laws in force in Queensland. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and waives any objection that it may have that proceedings have been brought in an inconvenient forum.