



## STANDARD TERMS AND CONDITIONS OF PARTICIPATION AND DISCLAIMER AGREEMENT

### EVENT LIST:

The standard terms and conditions contained in this document apply to the following events:

1. FNB Wines2Whales
2. Sub-events and activities associated with the above events

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING AND INSERTING YOUR FULL NAMES AND/OR IDENTITY NUMBER/PASSPORT NUMBER. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. BOLD/CAPITALISED WORDS ARE FOR EMPHASIS ONLY BUT DO NOT NEGATE OR DIMINISH THE IMPORTANCE OF THE OTHER AND/OR SURROUNDING TEXT.

By inserting my full names and identity number/passport number below, I accept and understand that:

1. I am legally agreeing to the statements in this document and that these statements are accepted and relied upon by the Released Parties (as defined herein).
2. I intend that the insertion of my name and identity number/passport number constitutes an electronic signature as defined by section 1 as read with section 13(2) of the Electronic Communications and Transactions Act, 25 of 2002;
3. I hereby freely and voluntarily acknowledge and/or take such action/s for myself, and on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf and/or as a result of my injury and/or death, and for whom I am duly authorised to act as detailed below, on the terms and conditions of this document.
4. I am accordingly concluding a binding agreement with the relevant entity, as detailed below, on the terms and conditions contained in this document.

THIS DOCUMENT MUST BE SIGNED BY THE PARTICIPATING ATHLETE. IF PERMITTED IN TERMS OF THE APPLICABLE EVENT RULES, WHERE THE ATHLETE IS NOT 18 YEARS OF AGE, IT MUST BE SIGNED BY THAT ATHLETE'S LEGAL GUARDIAN OR OTHER LEGAL REPRESENTATIVE.

PROOF OF IDENTITY (ID BOOK/ PASSPORT / DRIVER'S LICENSE) WILL BE REQUIRED UPON COLLECTION OF YOUR RACE PACK.

### DEFINITIONS USED IN THIS DOCUMENT:

Defined Term	Definition or Meaning
Athlete or I	An/The entrant or participant in an Event, signing this document or, if permitted, duly assisted by a guardian or other representative acceptable in law and where such term includes reference to the representative person
Event Producer/Organiser	The entity responsible for the hosting and/or administration of the relevant Event as identified in the Event List above, namely Cape Epic Proprietary Limited
Event/s	An event as set out in the Event List above
Event Rules	Rules relating to, amongst other things, the entry, participation, and operation of a specific Event
Agreement	This document comprising and constituting the standard terms and conditions of participation in the Event
Released Parties	The Released Parties include the race sanctioning body, Event sponsors, Event organisers, Event promoters, Event Producers, race directors, Event officials, Event staff, advertisers, property owners (including private landowners who grant access to their property for the purposes of the Event), administrators, contractors,

	vendors, volunteers, third-party service providers to the Event, all other persons or entities involved with the Event, and all state, city, town, provincial, and other governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the Event or segments of the Event take place, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and their principals, representatives, agents and assigns
Claims	A claim for and/or of liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which an Athlete has or may have in the future, including court costs, attorneys' fees and litigation expenses with each such Claim being excluded or waived under this Agreement
AFSA	Arbitration Foundation of Southern Africa, or its successor-in-title
AFSA Rules	The rules of the AFSA (commercial or expedited, as the case may be)
Personal Information	Information relating to an identifiable, living, natural person, and (where applicable) an identifiable, existing juristic person, including without limitation the name, race, gender, marital status, address and identifying number of a person, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person
POPIA	The Protection of Personal Information Act, 2013 (as amended)
Processing	Any activity that involves the use of Personal Information. It includes any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including: <ul style="list-style-type: none"> <li>the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;</li> <li>dissemination by means of transmission, distribution or making available in any other form; or</li> <li>merging, linking, as well as restriction, degradation, erasure or destruction of information.</li> </ul>
Special Personal Information	Personal Information concerning the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a data subject; or the criminal behaviour of a data subject to the extent that such information relates to the alleged commission by a data subject of any offence; or any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings

**\* NOTE THAT THE ANNOTATIONS AND/OR BRIEF EXPLANATIONS OF EACH PARAGRAPH ARE FOR YOUR CONVENIENCE AND ARE NOT INTENDED TO REPLACE THE TEXT OF EACH PARAGRAPH.**

1. ASSUMPTION OF RISKS	Risks in participation include paralysis and death
------------------------	--

I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF participating in this event. I acknowledge that bicycling and/or other applicable portions of this event are inherently dangerous and are an extreme test of my physical and mental abilities and limits that carry with them the potential for serious bodily injury, permanent disability, paralysis, illness, death, and property damage or loss.

I ACKNOWLEDGE AND AGREE THAT it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Event.

I ACCEPT RESPONSIBILITY FOR the condition and adequacy of my competition equipment and my conduct in connection with and/or during the Event. I understand and acknowledge that there may be vehicular or pedestrian traffic on the course route and I assume the risk of bicycling and/or other applicable portions of this Event and participating under these circumstances.

WITHOUT LIMITING THE AFOREMENTIONED, I UNDERSTAND THAT I WILL BE PARTICIPATING IN THE EVENT AT MY OWN RISK AND I ALSO ASSUME ANY AND ALL OTHER RISKS ASSOCIATED WITH PARTICIPATING IN THIS EVENT, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: risks arising from my skill and ability as a cyclist, mountain biker and endurance sport participant, my nutrition and fluid intake, my fitness and health prior to the event, falls, dangers of collisions with vehicles, pedestrians, other participants, the event organisers, sponsors and their principals, representatives, agents and assigns fixed and temporary objects, the dangers arising from surface hazards and the terrain that the event traverses, equipment failure, inadequate safety equipment, the hazards that may be posed by spectators or volunteers, and weather conditions. I further acknowledge that these risks include risks that may be the result of negligent acts and/or omissions, of the Released Parties, as defined herein.

I UNDERTAKE TO seek medical or any other assistance from the Event Organiser, if I sense or observe any hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue participating in the Event for any reason, or if I am directed to by the Event Organiser or their health advisors. I further agree that if I cannot continue to participate in the Event for whatever reason, I will immediately inform the relevant Event Organiser. I understand that if I do not inform the relevant Event Organiser, and if a search and rescue operation is initiated for me, I (or my team) will be responsible for the cost of such search and rescue. I understand that I will be participating in the Event at my own risk and that I am responsible for the risk of participation in the Event. I understand that neither the Event Organiser nor any of their staff, representatives, volunteers, contractors or anyone associated with them will be supervising participants during the Event or at any time. I further agree that I am solely responsible for my own well-being at all times, during and after the Event and other activities, including during free time and at all other times.

I am responsible for my fitness and health to participate

I acknowledge and agree that I will bear all the risks inherent in the Event

I accept all responsibility for my equipment and acknowledge that it is suitable

I understand that there may be unforeseen obstacles (e.g., vehicles, surface hazards and pedestrians)

I agree to seek medical or any other assistance from the event organisers if necessary

I agree to immediately inform the relevant Event official if I am unable to continue participating in the Event

Failure on my part to immediately inform the relevant Event official will result in me being responsible for the costs of any potential search and rescue operation

I understand that by participating in this event, I do so at my own risk

I agree to withdraw from the Event, at my sole cost, if necessary

<p><b>2. PAYMENT OF ENTRY FEES</b></p> <p>I understand and accept that I may not participate in the Event unless my race entry fees have been paid in full and that, if I am riding as a team, my entry will only be confirmed once the entire team's entry fee has been paid in full.</p>	<p>Entry fees must be paid in full before I may participate</p>
<p><b>3. CANCELLATIONS, SUBSTITUTIONS AND WITHDRAWALS</b></p> <p>3.1 I acknowledge and accept that, should I wish to cancel, substitute or withdraw my entry in the Event, the relevant cancellation, substitution and withdrawal provisions which appear on the Event's website shall apply (including those provisions related to the timing and process of such cancellation, substitution and withdrawal).</p> <p>3.2 I further undertake to refer to the Event's webpage for updated policies and communications regarding the Event, including cancellations, substitutions, withdrawals, refund roll-overs etc., as these will be updated from time to time and, as such, I am required to keep informed of the latest policies published on the Event's webpage.</p> <p>3.3 I understand that if I have entered and paid for the Event, but am unable to participate in the event for whatever reason, I must inform the race office.</p> <p>3.4. I further understand that I am not allowed, under any circumstances to participate under the name of another participant and that such action will lead to my immediate disqualification from the Event.</p>	<p>I must refer to the cancellations, substitutions and withdrawals policy on the Event webpage</p>
<p><b>4. WARRANTIES</b></p> <p>I WARRANT AND UNDERTAKE that I am or will be sufficiently fit and physically trained to participate in the Event, which I elect, of my own volition, to enter. I further warrant that I have not been advised against participation in the Event by any healthcare provider and that I have no physical or medical condition that would endanger myself or others if I participate in the Event, or would interfere with my ability to safely participate in the Event.</p>	<p>I am responsible for my fitness and health to participate</p> <p>I have no medical conditions that endanger myself</p>
<p><b>5. I UNDERSTAND AND ACKNOWLEDGE THE DANGERS</b> associated with the consumption of alcohol and/or drugs before, during and after the Event and I recognize that consumption of alcohol and/or drugs might impair my health, judgment and motor skills. I assume responsibility for any injury, loss or damage associated with my use or consumption of alcohol and/or drugs. I confirm I have had an opportunity to review the World Anti-Doping Code, and that I agree to comply with and be bound by all of the provisions thereof, including, but not limited to, those related to sanctions for breach of such code (including, but not limited to, a disqualification or a lifetime ban from participation).</p>	<p>I accept the dangers of consuming drugs and alcohol beforehand and during the Event</p> <p>I understand and accept the Anti-Doping Rules</p>
<p><b>6. LIMITATION OF LIABILITY AND RELEASES</b></p> <p>6.1 I WAIVE, RELEASE, AND FOREVER DISCHARGE THE RELEASED PARTIES, FROM ANY AND ALL CLAIMS, WHICH INCLUDES, BUT IS NOT</p>	<p>I may not Claim from the Released Parties as I have</p>

LIMITED TO, THE DAMAGE TO, THEFT OF, LOSS OF, OR DISAPPEARANCE OF BICYCLES, CARS, OR OTHER MATERIAL PROPERTIES PARKED, HOUSED OR LEFT IN THE BIKE PARK OR PARKING AREAS, AT THE EVENT VENUES OR ON THE ROUTE AND A THAT MAY ARISE OUT OF, RESULT FROM, OR RELATE TO MY PARTICIPATION IN THE EVENT OR MY TRAVELLING TO OR FROM THE EVENT OR ANY OF THE ACTIVITIES ASSOCIATED THEREWITH OR INCIDENTAL THERETO, USE OF FACILITIES AND/OR AMENITIES OR BY REASON OF DEFECTIVE MATERIAL OR EQUIPMENT OR BY WAY OF ANY HUMAN OR MECHANICAL ERROR, DEFAULT OR FAILURE OR FROM ANY OTHER CAUSE WHATSOEVER, MY ARRIVAL AT THE EVENT OR DEPARTURE THERE FROM AND ATTENDANCE AT ANY CEREMONY OR FUNCTION THEREOF, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, MY BREACH OR FAILURE TO ABIDE BY ANY PART OF THIS AGREEMENT, MY BREACH OR FAILURE TO ABIDE BY ANY OF THE RACE SANCTIONING BODY'S COMPETITIVE RULES, EVENT ORGANISER AND/OR THE APPLICABLE EVENT RULES, AND INFORMATION IN THE ATHLETE INFORMATION GUIDE, AND/OR MY ACTIONS/INACTIONS WHICH CAUSE INJURY OR DAMAGE TO ANY OTHER PERSON INCLUDING DEATH, PERSONAL INJURY, PARTIAL OR PERMANENT DISABILITY, ILLNESS, NEGLIGENCE, PROPERTY DAMAGE AND DAMAGES OF ANY KIND, PROPERTY THEFT, AND CLAIMS RELATING TO THE PROVISION OF FIRST AID, MEDICAL CARE, MEDICAL TREATMENT, OR MEDICAL DECISIONS (AT THE EVENT SITE OR ELSEWHERE), AND ANY CLAIMS FOR MEDICAL OR HOSPITAL EXPENSES, EVEN IF SUCH CLAIMS ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES.

6.2 I FURTHER SPECIFICALLY AGREE THAT IF AND TO THE EXTENT THAT I OR MY DEPENDENTS MAY HAVE A CLAIM (OF ANY NATURE IN LAW OR IN FACT) AGAINST THE RELEASED PARTIES, I/WE WILL NOT PURSUE THAT CLAIM.

6.3 I confirm and understand the importance and meaning of this liability disclaimer, the waiver of claims and the indemnity and, that by agreeing hereto, I am hereby waiving substantial legal rights (on my own behalf and on behalf of my dependants).

6.4 I acknowledge that I have been free to secure independent legal and/or other advice as to the nature and effect of all the provisions of this liability disclaimer and indemnity and that I have either taken such independent legal and/or other advice, or dispensed with the necessity of doing so.

6.5 I FURTHER CONSENT TO RECEIVE MEDICAL CARE and treatment that may be deemed necessary and/or advisable in the event of injury, accident or illness to me while participating in the Event rendered by a medical professional or any of its agents, employees, volunteers, affiliates and designees, a physician and/or hospital. If necessary, I authorise the Event Producer or any of its agents, employees, volunteers, affiliates and designees, any organiser or sponsor of the Event, or any Event volunteer, to consent to such medical care and treatment. I understand that in such circumstances my

abandoned the right to do so in this document

I agree that neither I nor my dependents will pursue a claim against the Released Parties

I understand the importance and meaning of the liability disclaimer



Personal Information may need to be Processed and I consent to this and I am aware that in limited circumstances the Processing of my Personal Information related to receiving medical care will be for my legitimate interests. I understand that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being required, and is given to provide authority and power to render care which the abovementioned persons may deem advisable in the exercise of their best judgment. I agree to be responsible and assume liability for any and all costs incurred as a result of my participation in the Event, not covered by my insurance, including but not limited to, medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services.

I AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ALL LIABILITY FOR SUCH COSTS

6.6 I understand and accept that all participants in the Event must accept the online standard terms and conditions of participation when registering their team for the Event and that a failure to accept such standard terms and conditions of participation will result in such participant being prohibited from participating in the Event.

I acknowledge that I have been free to secure independent legal and/or other advice

I accept necessary medical treatment

I will pay any medical fees incurred or owed to the Released Parties as a result of any medical treatment

I agree to indemnify/hold harmless the Released Parties for the medical fees/costs mentioned

## 7. ARBITRATION

7.1 Should any dispute (including any controversy or claim) arise between the Athlete and the Released Parties (the "Parties") in connection with-

- 7.1.1 the formation or existence of this Agreement;
- 7.1.2 the implementation of this Agreement;
- 7.1.3 the interpretation or application of the provisions of this Agreement;
- 7.1.4 the Parties' respective rights and obligations in terms of or arising out of, or the breach or termination of this Agreement;
- 7.1.5 the validity, enforceability, rectification, termination or cancellation, whether in whole or in part of this Agreement;
- 7.1.4 any documents furnished by the Parties pursuant to the provisions of, this Agreement; and/or
- 7.1.5 which relates in any way to any matter affecting the interest of the Parties in terms of this Agreement,

that dispute shall, unless resolved amongst the Parties to the dispute, be referred to and be determined by arbitration in terms of the AFSA Rules.

7.2 Any Party to this Agreement may demand that a dispute be determined in terms of this clause, through written notice given to the other Party/ies.

7.3 This clause shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

7.4 Where a Party to the Agreement requires that arbitration be held on an urgent basis, such Party shall give written notice to the other Party/ies of such requirement. In such event, the Parties to the dispute agree to apply jointly to the AFSA Secretariat as required in terms of the AFSA Rules to facilitate such urgent arbitration.

7.5. The arbitrator shall be, if the matter in dispute is principally -

- 7.5.1 a legal matter, a practicing advocate or attorney of at least fifteen years' standing;
- 7.5.2 an accounting matter, a practicing chartered accountant of at least fifteen years' standing;
- 7.5.3 any other matter, any independent person, agreed upon between the Parties to the dispute,

appointed by the Parties to the arbitration or, failing agreement by the, within 14 days after the arbitration has been demanded, at the request of either of the parties to the arbitration, shall be nominated by the AFSA, whereupon the parties to the arbitration shall forthwith appoint such person as the arbitrator. If that person fails or refuses to make the nomination, or if any such office does not exist, either party to the arbitration may approach the High Court of South Africa to make such an appointment. To the extent necessary, the court is expressly empowered to do so.

Disputes are decided by arbitration

Structure and rules of arbitration are set out in this clause

Arbitration is confidential



7.6 Should the Parties to the dispute fail to agree whether the dispute is principally a legal, accounting or other matter within seven days after the arbitration was demanded, the matter shall be deemed to be a legal matter.

7.7 Within 14 days after the pleadings have closed, the arbitrator shall determine the period within which the hearing will be concluded, taking into account the particular circumstances of the dispute. The arbitrator shall be entitled to extend the aforesaid time period under exceptional circumstances. The determination made by the arbitrator as regards the period within which the hearing will be concluded and/or the commencement date and/or the recommencement date shall be final. Neither Party to the arbitration may raise as good and sufficient cause for the absence of that Party to the arbitration proceedings the unavailability of that Party's legal representative.

7.8 The arbitrator shall, subject to the provisions of this clause, have the sole, fullest and freest discretion with regard to the proceedings save that the arbitrator, shall be obliged to give his/her award in writing fully supported by reasons and shall adopt procedures suitable to the circumstances of the particular case, avoiding unnecessary delay or expense, so as to provide a fair means for the resolution of the matters falling to be determined.

7.9 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.

7.10 The arbitrator shall have the power to give default judgment if either Party to the arbitration fails to make submissions on due date and/or fails to appear at the arbitration.

7.11 The arbitrator, but exercising the powers of an expert but not of an arbitrator, may "make the contract", but only as between the Parties to the arbitration, by completing any gaps in the contract or by determining any matter which has been or is left to be agreed upon by the Parties to the arbitration and on which they have not reached agreement. In such a case the arbitrator shall be entitled to reject any submissions made by the Parties to the arbitration and to make his/her own independent decision.

7.12 The arbitrator shall be competent to rule on his/her own jurisdiction, including with respect to the existence or validity of this clause 7. The arbitrator's authority to determine his/her own jurisdiction does not affect a competent court's authority to determine the arbitrator's jurisdiction, but any application to court on any such matter shall not affect the continuation of the arbitration proceedings, save and to the extent that a court otherwise orders.

7.13 The decision of the arbitrator shall be final and binding on the Parties to the dispute and shall not be subject to appeal and may be made an order of



the court referred to in clause 7.16 at the instance of any of the Parties to the dispute.

7.14 The Parties hereby consent to the jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town in respect of the proceedings referred to in clause 5.3.

7.15 The Parties to the arbitration, together with the arbitrator, will agree from time to time on the arbitrator's remuneration and when and how it shall be paid in the interim. The Parties to the arbitration shall, pending the final determination of the arbitrator as to which of the Parties to the arbitration shall ultimately be liable for the costs of the arbitration, fund the costs (such as the costs of any venue, arbitrator's remuneration, recording, transcription and other costs and expenses ancillary to the arbitration) which need to be paid in the interim, in equal proportions (i.e. 50:50). If at any time a Party to the arbitration does not pay his/her/its portion of the costs when required in the interim, that Party will be excluded from participating in the arbitration and the other Party to the arbitration shall be entitled to request a final award from the arbitrator as regards that Party. Within 10 days of the making by the arbitrator of a final determination as to which Party to the arbitration shall bear the costs of the arbitration, the Party against which such determination has been made shall reimburse to the other Party the costs borne by such party in the interim together with interest thereon, if the arbitrator so awards.

7.16 The provisions of this clause -

7.16.1 constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that such provisions do not bind it;

7.16.2 are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.

7.17 If it is alleged or found that this Agreement was induced by a fraudulent misrepresentation or if this Agreement is void or voidable on any other ground, then notwithstanding that the remainder of this Agreement may be void or voidable the Parties agree that the provisions of this clause are severable from the rest of this Agreement and shall remain in effect. In such circumstances any dispute relating to any such fraudulent misrepresentation or relating to whether this Agreement is void or voidable shall be submitted to and decided by arbitration in accordance with this clause 5.

## 8. DRUGS, ANTI DOPING AND HEALTH AND SAFETY PROTOCOLS

8.1 I AGREE TO READ AND ABIDE BY THE EVENT RULES adopted by the race sanctioning body including any drug or doping control rules, Event Producer's rules, including the World Anti-doping Agency Code / SAIDS and information in the athlete information guide, as they may be amended from time to time, all directions and/or instructions given to me by the Event Organiser and its principals, representatives, agents and assigns.

I agree to read and abide to all rules and regulations

8.2 I agree that it is my sole responsibility to take the necessary precautions to protect the safety of myself others, especially with regards to the spread of any viral infections, viruses, sicknesses, diseases, epidemics or pandemics ("severe health risks"), and ensuring that I keep the risk of infection as low as possible.

It is my responsibility to take the necessary precautions to protect myself and others concerning severe health risks

8.3 I further agree and undertake to comply with any relevant legislation and regulations and protocols issued by the national and/or local government and/or the Event Organisers relating to severe health risks as well as any guidelines issued by local and national health authorities prior to and at the time of participating in the Event.

I agree to comply with the relevant legislation, regulations and protocols issued by national and local government and the Event Organisers concerning severe health risks

8.4 I understand that no rider may participate in the Event if he/she had any contact with persons confirmed or suspected of being infected with or carrying a severe health risk.

I will stay updated on symptoms of severe health risks

8.5. I undertake to stay updated as to the symptoms of severe health risks, as well as the risks of and how to avoid transmission for myself and others.

8.6 I undertake to abstain from participating in the Event if I feel even slightly ill. I further undertake to take my temperature on the day of the Event and not take part if my temperature is above normal (considered to be 37 degrees Celsius).

I will not participate in the Event if I feel even slightly ill or have a higher than normal temperature

8.7 I understand that the Event Organiser has put enhanced health and safety measures in place due to the potential spread of severe health risks. I undertake to follow all posted instructions while visiting any Event-related venue. I understand that there is an inherent risk of exposure to severe health risks in any public place where people are present and that some may be EXTREMELY CONTAGIOUS DISEASES THAT CAN LEAD TO SEVERE ILLNESS, PERMANENT DISABILITY, AND DEATH.

I will follow all posted instructions while visiting any Event-related venue

I understand the inherent risk of exposure to COVID-19 in any public place and that this can lead to severe illness, permanent disability and death

8.8 I understand that, according to the Centre for Disease Control and Prevention and the World Health Organisation, senior citizens and persons with underlying medical conditions are especially vulnerable. BY VISITING ANY EVENT-RELATED VENUE, I VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE TO SEVERE HEALTH RISKS.

I voluntarily assume all risks related to exposure to COVID-19

## 9. PROCESSING OF PERSONAL INFORMATION

9.1 I CONFIRM that the Personal Information I supply to the Event Organiser is true and correct. I AGREE to immediately inform the Event Organiser if

I accept necessary medical treatment

I will pay any medical fees incurred or owed to the

there is any change in any of the Personal Information I have supplied as soon as I become aware of such change.

9.2 I acknowledge that in some instances my Personal Information may not be collected directly from me but would have been provided by a sponsor or team leader.

9.3 I UNDERSTAND THAT in order to fulfil the obligations set out in this Agreement the Event Organiser will Process Personal Information. Such Processing may include:

9.3.1 collecting my Personal Information relating to my name, surname, ID/passport number, email address, phone number, address, birth date, place of birth, gender, team name, nationality, profession, preferences, opinions, information related to my participation in the Event, and race results;

9.3.2 collecting my Special Personal Information relating to health and medical information;

9.3.3 collecting information relating to next of kin or an in case of emergency ("ICE") contact details;

9.3.4 sharing my information with Released Parties involved in organising the Event; and

9.3.6 transferring Personal Information outside of South Africa where the information is stored on servers located in Europe or the United States of America.

9.4 The Personal Information will be used:

9.4.1 to provide me with information, products or services I request from the Event Organiser;

9.4.2 to refer me to an appropriate third-party service provider when required;

9.4.3 to communicate with me; and

9.4.4 to provide effective advertising (for example to be provide me with news, special offers and general information about other goods, services and events that are similar to those that I have already hired or enquired about).

9.5 I consent to my name, surname, team name, nationality and timing/race results being published on the Event Organiser's website.

9.6 The provision of my Personal Information to the Event Organiser is mandatory to enable me to participate in the Events and if I do not provide my Personal Information the Event Organiser may not be able to allow me to participate in the Events.

9.7 I consent to the Event Organiser sharing my Personal Information with affiliate companies of the Event Organiser including, the WTC, which may also require a transfer of my Personal Information outside of South Africa.

Released Parties as a result of any medical treatment

More information about how the WTC Processes Personal Information can be found here <https://www.ironman.com/privacy-policy>;

9.8 The Event Organiser wishes to send me SMS/emails/newsletters about certain Event related communications based on my participation in the Event. From time to time, the Event Organiser may also use any of these methods for marketing its and certain of its supplier's, sponsor's and affiliated event's, goods, services, and events that are considered to be of interest to me based on my participation in the Event. For further information I may contact their information officer at [privacy@wines2whales.com](mailto:privacy@wines2whales.com).

9.9 I am entitled to withdraw my consent for Processing my Personal Information above at any time.

9.10 The Event Organisers will not share my Personal Information with any other parties that are sponsoring the Event or marketing partners of the Event, unless it is necessary to do so in order to fulfil the obligations under this Agreement, or in some instances it is the legitimate interests of either Party to do so.

9.11 I may at any time request (i) confirmation that they hold my Personal Information, (ii) access to my Personal Information, (iii) the identities or categories of third parties to whom they have disclosed my Personal Information, or (iv) that they correct or delete any Personal Information that is incomplete, misleading, inaccurate, excessive or out of date. In order to exercise these rights, I may contact [privacy@wines2whales.com](mailto:privacy@wines2whales.com).

9.12 If I have a question, concern or complaint regarding the way in which they handle my Personal Information, I may contact [privacy@wines2whales.com](mailto:privacy@wines2whales.com).

9.13 I can also lodge a complaint with the Information Regulator of South Africa at [complaints.ir@justice.gov.za](mailto:complaints.ir@justice.gov.za).

9.14 More information regarding the Event Organiser's privacy practices and the Processing of my Personal Information can be found on privacy policy on <https://www.wines2whales.com/privacy-policy/>.

10. I AUTHORISE AND VOLUNTARILY CONSENT to the release and disclosure of my health information that I have provided to the Event Organiser, health services provided to me, and/or any health related information about me by a physician, emergency personnel, medical team member or any Event Producer employee for the purposes of diagnosing or providing treatment to me, for payment purposes, coordination of care, and for health care operations, including necessary administrative and business functions related to my health information, including but not limited to, the release of my health information to Event Producer, WTC, sanctioning entity, insurance carriers, medical insurance coordinators, other health care providers, parents/guardians, and/or hospitals. I understand there is no expiration for this health information disclosure authorisation but that I have the right to revoke this authorisation in writing, unless action has been taken

My Personal and Special Personal Information, including my medical information may be Processed by third parties if deemed necessary in the circumstances, mainly if it is in my legitimate interest, in accordance with the provisions of POPIA.

<p>in reliance on this authorisation and in accordance with POPIA, and that treatment will not be conditional upon this authorisation.</p>	
<p>11.1. I UNDERSTAND THAT I MAY BE PHOTOGRAPHED AND/OR FILMED DURING AND AFTER THE EVENT AND I consent to the Processing of my Personal Information, including the capture and distribution of images where I can be identified.</p> <p>11.2 I HEREBY IRREVOCABLY GRANT, free of any consideration (including any payment or attribution), to the Event Producer, its affiliated entities, sponsors or contractors and WTC all my right, title and interest in and to any copyright and all other rights (including, without limitation, all dramatic, literary or artistic work or material or imaging rights) throughout the world in all media whether now known or hereafter developed for all material created and/or developed by the Event organisers in relation to me and/or my participation in the Event. I specifically consent and agree that the Event organisers, sponsors and their principles, representatives, agents and their respective assigns may utilise any photographic, film or video image or likeness of me and my name captured during the Event and at any time on/during Race Week (the calendar week culminating in Race Day but inclusive of awards ceremony/ies) or Race Day (the day upon which the Event takes place) at or around the following locations: meetings, gatherings or events, race course, registration, expo, bike-check-in, awards or pasta parties, race briefing, press conferences, slot allocation by the Event Producer, its affiliated entities, sponsors or contractors, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of the Event for any purpose whatsoever including, but not limited to, use for reward or otherwise.</p>	<p>I understand that I may be filmed/photographed during and/or after the Event and this constitutes Processing of my Personal Information under POPIA.</p> <p>I consent to the Processing of my Personal Information by way of being photographed or filmed during or after the Event.</p> <p>I give permission to use my name, photograph/image and likeness throughout and after the Event</p>
<p>12. I ACKNOWLEDGE AND AGREE that the Event Producer, in its sole and absolute discretion, may delay, modify, or cancel the Event if it believes the conditions on the race day are unsafe. In the event the Event is cancelled, postponed, shortened, delayed, or modified in any way for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rain, storm, flood hail, hurricane, tornado, earthquake), acts of terrorism, fire, explosion, threatened or actual strike, labour difficulty, work stoppage, lock-outs or other industrial action, sabotage, terrorism, civil commotion, riots, invasion, insurrection, war, threat or preparation for war, public disaster, flood, unavoidable casualty, race course conditions, subsidence, epidemic or other natural physical disaster, interruption of electricity or water supply, any act or policy of any state or government or other authority having jurisdiction over the event, economic sanctions, legislation or health and safety protocols issued by the national or local government or for other extreme circumstances, boycott or embargo, or any other cause beyond the control of Event Producer, or if any of the amenities, goods, or services in relation to the Event are no longer provided, whether due to force majeure, legal restrictions, disputes, safety reasons, failure by service providers to perform, or any other reason or cause, there shall be no</p>	<p>If the Event is cancelled, no refund will be given</p>

refund of the Event Producer's entry fee or any other costs incurred in connection with and/or anticipation of the Event including but not limited to travel, accommodation, equipment, foodstuffs, apparel and the like.	
13. I UNDERSTAND that the Event Producer reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any athlete at any time, and/or to disqualify any individual from the Event. I expressly waive any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.	I may be disqualified without a refund
14. To the extent permitted by the Event Rules, A LEGAL GUARDIAN who signs this Agreement on behalf of an incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person and to legally bind Said Person to the Agreement. The legal guardian who signs this Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of this Agreement.	Legal guardian warrants the right to act on behalf of the Event participant
15. I EXPRESSLY CONSENT, understand, and agree that any dispute or Claim arising out of, relating to or in connection with this Agreement or my participation in this Event, including but not limited to all questions regarding issues of fault, liability, negligence, contributory negligence, damages, jurisdiction, the existence, scope, validity, performance, interpretation, termination, as well as entitlement to and amount of attorneys' fees and costs to the prevailing party, shall be determined by binding arbitration as the sole remedy as to all matters in dispute, administered by AFSA in accordance with applicable arbitration rules as per clause 7 hereof.	Disputes will be determined by arbitration
16. IF ANY PROVISION of this Agreement shall be deemed unlawful, void, or for any reason, unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.	Invalid clauses do not invalidate the whole Agreement

AS AND WHERE REFERENCED IN THIS AGREEMENT, MY PROVIDED MEDICAL INFORMATION SHALL BE SUBJECT TO THE PROVISIONS OF THIS AGREEMENT.

I HEREBY AFFIRM THAT I AM OF THE PERMITTED AGE OR OLDER AS SET OUT IN THE EVENT RULES, I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT, ALTERNATIVELY, THE ATHLETE IS DULY REPRESENTED.

I HAVE BEEN GIVEN ADEQUATE OPPORTUNITY TO READ AND COMPREHEND THE CONTENT OF THIS AGREEMENT AND I FULLY UNDERSTAND THE NATURE AND POTENTIAL EFFECT OF THE RISK I ASSUME BY SIGNING THIS AGREEMENT.

CERTAIN PROVISIONS OF THIS DOCUMENT ARE CONTRACTS FOR THE BENEFIT OF THIRD PARTIES, WHO MAY WITHOUT NOTICE TO ME ACCEPT THE BENEFIT THEREOF AT ANY TIME.

I WILL/HAVE INFORMED ALL RELEVANT PARTIES (INCLUSIVE OF MY SPOUSE, CHILDREN, PARENTS, GUARDIANS, HEIRS, NEXT OF KIN, AND ANY LEGAL OR PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, OR ANYONE ELSE WHO MIGHT CLAIM OR SUE ON MY BEHALF) OF THE CONTENT OF THIS AGREEMENT AND THAT I HAVE SIGNED AND BOUND MYSELF, AND



THEM, TO THIS AGREEMENT AND UNDERSTAND THAT THEY WILL NOT BE ABLE TO TAKE ANY STEPS AGAINST THE RELEASED PARTIES AS A RESULT OF ANY INJURY TO ME OR MY DEATH.

**IMPORTANT NOTICE FOR PARENTS OR GUARDIANS:**

Parents or guardians authorising a minor's participation in the Event, which shall prima facie (on the face of it) be evidenced by their signature on this entry form, hereby consent to such minor being bound to the foregoing and further indemnify the Released Parties to the extent, if any, to which such minor is not capable of waiving his/her rights as stipulated above.