

2027 TCS SYDNEY MARATHON PRESENTED BY ASICS PARTICIPANT AGREEMENT

Definitions

AA means Australian Athletics, the event owner.

Claim means any action, suit, proceeding, demand, damage, cost or expense (including legal fees)

Event means the TCS Sydney Marathon presented by ASICS, including all race, TCS Sydney Marathon Running Show/Expo, and related activities.

Event Organiser means Pont3 Pty Ltd, the exclusive licensed promoter.

Event Officials: Any person deemed an employee, contractor or volunteer by Pont3 to manage the Event.

SIA means Sports Integrity Australia.

WA means World Athletics.

Primary Care Provider: St John Ambulance NSW

1. Candidacy Club

1.1 Candidacy Club means and includes those who have successfully completed the TCS Sydney Marathon Event in the years 2022, 2023, or 2024 and, as a result, can claim one guaranteed entry for the Event in 2025, 2026, or 2027. Successful acceptance into the Event under Candidacy Club is subject to payment of the full entry fee by everyone. All entries are non-refundable and non-transferable. In the case that interest exceeds the Event capacity for any one year, some runners may be placed in a ballot for their preferred year. Any unclaimed entries from the Candidacy Club by the end of the 2027 Event will expire.

2. Ballot

2.1 I understand that by joining the Ballot, my entry into the TCS Sydney Marathon Event is not guaranteed. I understand that my payment method provided at the time of ballot application will be charged during the date(s) supplied by Event Organiser if my ballot application is successful. I understand that participants are solely responsible for ensuring the payment method provided during ballot application is valid and has sufficient funds for entry charges. Failure to do so will result in automatic forfeiture of the entry into the Event.

2.2 I acknowledge that by entering into the Ballot, I agree to the above terms and conditions. If my Ballot application is successful and I later initiate a chargeback with my bank, I understand that I risk a permanent ban from the Event.

2.3 I hereby confirm that I will only submit one entry via the Ballot, and that any duplicate entries will be charged individually. Any charges are non-refundable and non-transferable. If you require your ballot application to be withdrawn, please notify us in writing at info@sydneyamarathon.com before 16 October 2026 at 17:00 AEDT.

3. Charity Program

3.1 Fundraisers that commit to a Charity entry must complete their fundraising and registration process for the Event by 23:59 AEST on 15 July 2027. Failure to meet the deadline may result in forfeiture of the entry or, if allowed to register late, allocation to the marathon's final start group. Should the fundraiser register to participate in the Event prior to meeting their fundraising commitment, the Event Organiser reserves the right to cancel the entry at any point in time. Should the fundraiser meet their fundraising

commitment but not complete their registration, the entry will be forfeited and cannot be deferred to a future year.

4. Travel Program

4.1 International travel partner (ITP) clients must register by 23:59 AEST on 30 June 2027. ITPs are not permitted to register on a participant's behalf. If a participant is unable to participate, they may be swapped out for another participant by 16:00 AEST on 31 July 2027. After this date, entries are non-transferable should the Participant not be able to travel to the Event for reasons including, but not limited to, visa rejection, change of mind or injury.

5. Donations

5.1 All donations are non-refundable.

6. Event policies

6.1 Domestic participants (Australia/New Zealand residents) are eligible for domestic pricing. Participants residing in all other countries must pay the international registration fee. International residents found registering as a local participant may have their entry fee (minus processing fees) refunded and removed from the Event.

6.2 I acknowledge that I participate in the TCS Sydney Marathon Event (including the race(s), TCS Sydney Marathon Running Show/Expo and all other activities related thereto) voluntarily and at my own risk. I understand that participation in the Event is a potentially hazardous recreational activity and involves risks including, but not limited to, illness; contagious diseases; physical, emotional or mental injury; falls; contact with other participants, spectators, volunteers, Event staff, directors, employees, agents or others; vehicular or traffic accidents; adverse weather conditions, including heat and/or humidity, wind, cold and wet conditions; damaged, uneven or slippery surfaces; falling tree branches or overhead objects; and the crowded nature and conditions of the course. I voluntarily assume those risks and will take reasonable measures for my own safety. I accept responsibility for travel and personal medical insurance and for payment or reimbursement of medical expenses, including hospital transport costs, incurred due to my participation.

6.3 I am responsible for all property I bring to the Event sites and acknowledge that Australian Athletics and Pont3 Pty Ltd accept no responsibility for any loss or damage to this property.

6.4 I certify that I am 18 years or older on Event day. To the best of my knowledge, I am not suffering from any condition that would prevent or render me unfit to participate in the Event. I warrant that I am physically and medically fit to participate in the Event and accept responsibility for the health risks associated with my participation. To the extent permitted by law, I release the Event Organiser from claims, damages or losses arising from my participation in the Event, subject to any rights or remedies that cannot lawfully be excluded. I confirm I have not knowingly used any substance to enhance performance and will not use any prohibited substance or procedure under AA or World Athletics rules.

6.5 I authorise the Event Medical Director and their authorised designees to administer or arrange any medical assistance they reasonably consider necessary or appropriate in connection with my participation in the Event, including transportation to a hospital or other medical facility. I also authorise access to relevant medical records and treating practitioners to the extent reasonably necessary for care provided during the Event. To the extent permitted by law, I release the Event Organiser from liability

arising from the arranging or provision of that medical assistance, subject to any rights or remedies that cannot lawfully be excluded.

6.6 I grant consent for the event Primary Care Provider (St John Ambulance NSW) to share health information collected in providing treatment or assistance during the Event with the Sydney Marathon medical team, including authorised representatives of Pont3 Pty Ltd and its relevant medical service providers, to the extent reasonably necessary for clinical governance, follow-up care, incident review, safety management and future Event medical planning. All personal and health information will be collected, used, disclosed, handled and stored in accordance with the Australian Privacy Principles and applicable privacy laws.

6.7 I consent to identity verification, background security checks and other security checks (including inspection of personal property) prior to entry / or departure from any Event site.

6.8 I will abide by the Event rules and timelines, as updated from time to time, and follow directions given by Event Officials. I accept that the Event Organiser has discretion to accept or decline entries in accordance with the Event Rules and applicable law.

6.9 I will comply with all applicable regulations, bylaws and rules of Sports Integrity Australia (SIA) and AA and follow all reasonable directions from officials, and representatives of SIA, AA, Pont3 and TCS Sydney Marathon presented by ASICS.

6.10 I will abide by the rules of the event and the Governing authority of the sport, World Athletics, under which the Event is conducted.

6.11 I understand that there is a time limit to complete the Event. If directed to withdraw by an event official due to inability to meet cut-off times, I will comply and voluntarily remove myself from the course without liability to the Event Organiser.

6.12 I understand that Pont3 is not responsible for any lost or stolen items during the event. This includes items left in the bag drop during the Event.

6.13 Pont3 reserves the right to take action against participants found in violation of the Event Rules, including disqualification, cancellation of registrations and future exclusion from the TCS Sydney Marathon. Pont3 may also refer relevant conduct to Abbott World Marathon Majors, Australian Athletics, World Athletics or another relevant body or event organiser, which may take action in accordance with its applicable rules.

6.14 I consent to receive critical event communications on the day of the Event via WhatsApp.

7. Release and Indemnification

7.1 In consideration of Pont3 accepting my application for entry to the Event, I, to the extent permitted by law:

- a. release Pont3 and AA (including their respective directors, officers, employees, volunteers, contractors, sponsors and agents) from all claims arising from or in connection with the Event and/or my participation in the Event, to the extent permitted by law; and
- b. indemnify Pont3 and AA (including their respective directors, officers, employees, volunteers, contractors, sponsors and agents) against any third-party claim to the extent arising from my

breach of this Participant Agreement or my negligent, unlawful or wrongful act or omission in connection with the Event, except to the extent caused or contributed to by the person seeking the benefit of the indemnity.

7.2 To the extent permitted by section 5N of the Civil Liability Act 2002 (NSW), I agree that I engage in the recreational activities comprising the Event at my own risk. This term is intended to exclude any liability to which section 5N applies that results from breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill. To the extent permitted by section 139A of the Competition and Consumer Act 2010 (Cth), the liability of Pont3 and AA for a failure to comply with a consumer guarantee under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law in supplying recreational services in connection with the Event is excluded, restricted or modified to the extent that the liability is for death; physical or mental injury (including aggravation, acceleration or recurrence); contraction, aggravation or acceleration of a disease; or another condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs of the kind described in section 139A(3). This clause does not apply to significant personal injury caused by reckless conduct as defined in section 139A(5), or to any other liability that cannot lawfully be excluded, restricted or modified.

8. Drone Usage by the Event Organiser

8.1 Drones may be operated in connection with the Event for safety, crowd monitoring, operational and event coverage purposes. Any drone operations will be conducted by appropriately authorised operators in accordance with applicable aviation laws, regulatory approvals, operating conditions and safety controls. Subject to those requirements, drone operating areas may include:

- a. Start venue
- b. Sydney Harbour Bridge
- c. Hickson Road
- d. Moore Park
- e. Finish venue / Macquarie Street

8.2 Safety Information

Drone operations may involve the use of small remotely piloted aircraft and associated safety systems. Participants acknowledge that authorised drone operations may occur in or near Event areas and must comply with reasonable directions from Event Officials relating to those operations.

Nothing in this Participant Agreement authorises a drone operator to operate other than in accordance with applicable law and any required regulatory approval or operating condition.

9. Proprietary Rights

9.1 I consent to Pont3, AA and their respective Event partners, sponsors, charities, licensees, contractors and authorised media, photography and content providers photographing, filming and otherwise recording me in connection with the Event, and to the publication, reproduction and use of my name, race result, image, voice, statements and likeness in any media, including marketing materials, social media and websites, for the purposes of conducting, reporting on, promoting and marketing the Event and future editions of the TCS Sydney Marathon presented by ASICS, without payment to me, subject to applicable law and Pont3's Privacy Policy. For Event partners, sponsors and charities, this consent includes Event-related content captured in connection with the Event and its use to promote the Event

and future editions of the TCS Sydney Marathon presented by ASICS, but does not of itself authorise use of my image in advertising or campaigns unrelated to the Event.

10. Refund and Cancellation Policy

10.1 Except to the extent required by applicable law, all entry fees are non-refundable and non-transferable, including in the case of duplicate entry, participant error, withdrawal, non-attendance, visa rejection, exceeding the course time limit or Event cancellation. Participants who later receive entry via a partner organisation or sponsor are not entitled to a refund for their original entry. The Event Organiser is not responsible for expenses incurred by participants due to cancellation, except to the extent required by applicable law.

10.2 Deferrals are only offered to expectant parents under the [Pregnancy Policy](#) and active service members in the Australian Defence Force under the [Defence Force Policy](#). No deferrals will be made in the event of injury or medical circumstances. We recommend that all participants purchase Refund Protection during registration in the event they are no longer able to take part in the Event.

10.3 I accept that the Event is subject to applicable public health requirements and agree to abide by decisions made by the Event Organiser in response to relevant directives or advice. If the Event is cancelled due to safety concerns or circumstances beyond the reasonable control of AA and/or Pont3, including extreme weather, pollution, lightning, accidents, force majeure, pandemic or other health and safety issues, then, except to the extent required by applicable law, I accept that entry fees and other costs incurred are non-refundable and acknowledge that I will have no claim against AA and/or Pont3 for loss resulting from the cancellation.

11. Collection of Bib

11.1 All participants must attend the 2027 TCS Sydney Marathon Running Show presented by ASICS in person to collect their race bib. The Running Show will take place at Sydney Showground from 26 – 28 August 2027 from 9:00 AEST to 20:00 AEST (26 August), 8:00 AEST to 20:00 AEST (27 August) and 8:00 AEST to 16:00 AEST (28 August)*. Participants must present a government-issued photo ID that matches their registration details to collect their bib. Bibs must be collected by the participant in person and may not be collected by a third party unless expressly approved in advance by the Event Organiser in exceptional circumstances or where required by applicable law.

*Hours and location subject to change.

12. Event Refund Protection Program

12.1 Entries may be refundable under the Race Roster Refund Protection Program provided the participant purchases this during registration. For the avoidance of doubt, this Event Refund Program ("Program") is administered by Teak on behalf of the registration platform Race Roster and is not an agreement or insurance policy with the Event Organiser. The Event Organiser is not a party to this Program, does not endorse or assume any liability for refunds, and is not involved in evaluating, approving, or processing refund requests.

By participating in this Program, you acknowledge that all refund determinations are solely the responsibility of Race Roster and Teak. All inquiries or claims must be directed to Teak, who administers this Program under contract with Race Roster.

Purchasing Refund Protection adds a non-refundable protection fee to your checkout cart. You acknowledge this is not insurance, and you agree to the [Terms & Conditions](#) of this seller's conditional refund promise. Refund protection is valid only for the event and year of purchase, and it cannot be transferred. Should the refund protection not be used, there is no refund of the refund protection fee. Teak's [Terms and Conditions](#) and [Privacy Policy](#) are available on their website.

13. Privacy

13.1 Pont3 Pty Ltd collects, uses, stores and discloses personal information for the purposes of conducting and administering the Event and related activities, including identifying participants, processing registrations, recording results, communicating with participants, improving Event operations and participant experience and, where permitted by law, providing information about other events, services and sponsor or partner offers.

Pont3 collects, uses and discloses personal information in accordance with Pont3's [Privacy Policy](#).

The Pont3 Privacy Policy contains information about how to access and correct personal information held by Pont3 or how to make a complaint about the handling of personal information. Applications or services may be rejected if requested information is not provided. Opt-out procedures are available for individuals wishing to avoid receipt of promotional material from Pont3 or third parties. Contact information for Pont3 and a copy of our privacy policy is available at [Privacy Policy – Pont3 Pty Ltd](#).

I acknowledge that opting out of marketing communications will not prevent the Event Organiser from sending essential Event-related communications, including registration information, safety updates, operational instructions, and participant notices.

13.2 I consent to the Event Primary Care Provider sharing health information collected in connection with treatment or assistance provided during the Event with authorised members of the Sydney Marathon medical team, including Pont3 Pty Ltd and relevant subcontractors, where reasonably necessary for clinical governance, follow-up care, incident review, safety management and future Event medical planning.

All personal and health information will be collected, handled and stored in accordance with Australian Privacy Principles and relevant privacy laws.

13.3 Pont3 may disclose personal information to third parties where reasonably necessary for the administration, delivery and promotion of the Event, or otherwise as permitted or required by law, including:

- Abbott World Marathon Majors for the Star program and the Marathon Age Group World Rankings qualifiers program
- Australian Athletics for the purpose of administering the Australian Marathon Championships.
- MultiSport Australia for the purpose of administering Event timing.
- Official Event photographer
- Event registration, technology, accreditation, communications, medical, security, logistics, merchandise, fulfilment and other service providers engaged by Pont3 or otherwise involved in providing products or services requested by the participant, where reasonably necessary to deliver or administer the Event or fulfil that product or service.

Where Pont3 proposes to disclose personal information to an identified third party so that the third party can market its own products, services or opportunities directly to a participant, Pont3 will do so only where the participant has provided the applicable consent or where otherwise permitted by law.

13.4 Marketing and third-party opt-ins: Where I expressly opt in during registration to receive information or offers from an identified Event partner or third-party provider, I consent to Pont3 providing the personal information identified at the point of collection to that third party for the purposes described in that opt-in. This includes, where the relevant opt-in is selected, disclosure to Grassrootz in connection with charity and fundraising opportunities and Marathon Tours & Travel in connection with travel opportunities. Where I select the relevant marketing option during registration, I agree that Pont3 may send me marketing communications relating to the TCS Sydney Marathon, other Pont3 events and programs, and partner offers, including SEVEN Rewards. I may unsubscribe from Pont3 marketing communications at any time using the unsubscribe facility in the communication or by contacting the Event Organiser. For access, correction or complaints regarding personal information, please refer to Pont3's Privacy Policy.

13.5 Privacy preferences are available within the registration flow for participants who prefer that their race result, live tracking and participant-linked Event photos are private. If you do not select this preference during registration, please contact our team at info@sydney-marathon.com by 23:59 AEST on 31 July 2027. Requests received after this date will still be considered in accordance with applicable privacy law, but Pont3 may not be able to prevent or reverse publication, tracking or photography processes that have already occurred or been operationally implemented. For clarity, this preference relates to the publication and availability of participant-specific race results, live tracking and participant-linked Event photography through Event platforms. It does not prevent incidental photography or filming of the Event or the use of Event imagery in accordance with clause 9.1.

14. Promo Codes

14.1 To redeem a promo code, enter it in the designated field during check out. If accepted, your registration fee will be adjusted accordingly.

Promo codes:

- Are valid only if the Participant meets the conditions and uses them within the validity period.
- Are applicable only to the specified event distance and are non-transferable.
- Cannot be redeemed for cash.
- Must be used by the Participant to whom the code was issued.

No refunds will be issued if a promo code is not entered during registration. Pont3 reserves the right to modify, suspend, or cancel any promo code at any time without notice, regardless of stated expiry dates.

15. Reserved Entries or Competition Winners

15.1 Those who receive an entry for the event through an official competition or reserved entry through an official partner must register by the given deadline. Failure to meet the registration deadline will result in forfeiture of the spot without exception.

15.2 The reserved entry must be used by the Participant to whom the code was issued. Failure to comply will result in forfeiture of the spot without exception.

15.3 Pont3 reserves the right to modify, suspend, or cancel any promo code at any time without notice, regardless of stated expiry dates.

15.4 FOC entries provided by a sponsor or official partner are not eligible for a deferral under any circumstances.

16. Carbon Contribution

16.1 Your registration fee includes a carbon contribution, helping to address the greenhouse gas emissions associated with participant travel. Funds will be invested in certified carbon projects. Our goal is to address all participant travel emissions through this carbon project portfolio by 2030. More information on the projects can be found [here](#).

17. Waiver and Release

By registering for the Event, I acknowledge and agree to the following:

I have read and understood this waiver/release. I understand that, to the extent permitted by law, I am waiving substantial rights, including rights to bring legal action against the persons and entities released under clause 7.1. I agree to this waiver freely and voluntarily, intending it to operate to the maximum extent permitted by law.

This waiver is governed by the laws of New South Wales. If any clause is found invalid, the remainder shall remain in full force and effect.