2026 RUNAWAY AUCKLAND MARATHON TEAMS PROGRAM PACKAGE TERMS AND CONDITIONS

These Terms and Conditions apply to the purchase of, and access to, a Teams Program Package (the **Package**) for the 2026 Runaway Auckland Marathon (the **Event**) to be held on 1 November 2026, owned and operated by IRONMAN New Zealand Limited (**IRONMAN**). The person that purchases a **Package** for the Event (the **Package Holder**) agrees to do so in accordance with these conditions.

These conditions work in conjunction with the Event Athlete Waiver, Event Rules and Entry Terms and Conditions, all available on the Event website (https://aucklandmarathon.co.nz/).

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

   - General Package: $1, receipt of which is duly acknowledged.
   - Platinum Package: $395 NZD

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

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

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

   Platinum Package inclusions:
   - General Package inclusions
   - Race Bibs: Team Member's that have registered and paid before 11:59pm 13 September 2026 will have their race bibs posted to the address nominated by the Package Holder when purchasing the Package. If a Team Member's entry is unpaid, they will not be eligible for the race bib postage service.
   - Link to access Team Post-Race Results will be sent to the Package Holder via email.
   - Person to person transfers for Team Members (at no additional cost) before 11:59 pm AEST Sunday 13 September 2026. Participants must be registered before this date to receive this benefit.
   - Team name on each Team Member's race bib. Each Team Member needs to register by 13 September 2026 to receive this benefit.
   - Access to the 'Pay Later via Invoice' functionality for Team Members. The 'Pay Later via Invoice' functionality allows Team Members to register for the Event (and the team) without paying during that registration process. **The total registration cost for Team Members registered using this function will be charged to the Package Holder.**

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

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

   For Platinum Packages only. Each entry into the Team will be invoiced to the Package Holder utilising the 'Pay Later' functionality. The Package Holder is responsible for ensuring all Event entries for its Team Members have been paid for prior to the Event. An Event entry is not complete until payment has been made. The Package Holder acknowledges and agrees that IRONMAN will not provide a waiver, reimbursement or refund of any Team Member Event entry that the Package Holder distributes to the wrong recipient.

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

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

5. **Event Cancellation and Postponement:**

   Package Holder agrees that if an Event is cancelled in its entirety for any reason, then:

   i. IRONMAN will notify Package Holder of such cancellation;
   ii. both parties shall be relieved from any further obligations owing under these terms and conditions for the cancelled Event; and
   iii. Package Holder may elect to:

1. have the Package re-supplied at the same Event in the following year;
2. have the Package re-supplied at an alternate or substitute event conducted by IRONMAN (subject to availability); or
3. receive a refund for the unused portion of the Package benefits (calculated on the basis of rights and benefits delivered by IRONMAN up to the point of cancellation).

b. If, for reasons beyond the control of IRONMAN, the specific geographic location or venue of the Event is altered (that is, the Event remains in the same general region/area) or the Event is postponed to a later date in the same year, such relocation or rescheduling will not entitle Package Holder to terminate the Package Holder Package or otherwise affect any of its obligations. The Package, including all benefits, shall remain deliverable by IRONMAN.

c. For the avoidance of doubt, an Event will not be deemed to be cancelled solely by reason of a reasonable modification of the Event's distance, course or start time and, if an Event has sub-events, such Event will not be deemed to be cancelled solely by reason of a cancellation or modification of any individual sub-event. For any Event or sub-event, IRONMAN may, at any time in the interest of safety, modify any race distance or course.

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

6. **Release and Indemnity:** To the extent permitted by law, Package Holder releases and indemnifies IRONMAN and its employees, subsidiaries, officers, contractors, volunteers, servants and agents against any claim, loss, damage or expense (including legal fees) arising out of or in connection with:

   (a) injuries or death to any persons or damage to any property caused by Package Holder or its Team Members;
   (b) any negligence, misconduct or wilful, reckless, malicious or fraudulent acts or omissions by Package Holder or its Team Members;
   (c) Package Holder or its team members breaching these terms and conditions; and
   (d) Package Holder's breach of, or failure to comply with any relevant law including, without limitation, any health and safety law;

   except where and to the extent the relevant claim, loss, damage or expense is caused or contributed to or by the negligent or wilful acts or omissions of IRONMAN, its employees, subsidiaries, officers, volunteers, contractors, servants and agents.

7. **Occupational Health and Safety**: The Package Holder acknowledges that it is responsible for the safety of its Team Members and other individuals during the Event and agrees to comply with all statutory obligations in respect of such Team Members and other individuals.

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

9. **Intellectual Property:** The Package Holder acknowledges that it does not acquire any intellectual property rights or goodwill in the name "Runaway Auckland Marathon". Any use of IRONMAN's logos, trademarks or other intellectual property (including any event name or series name) is subject to IRONMAN's prior written approval.

10. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of New Zealand.

11. **Privacy:** By purchasing a Package for the Event, the Package Holder consents to the collection and use of their personal information by IRONMAN and its related companies (as that term is defined in the Companies Act 1993 (NZ) for the purposes of Event management, Event safety, marketing (including the promotion of the Event and other events conducted by IRONMAN, and the promotion of offers from third parties who have a relationship with IRONMAN). The Package Holder agrees that IRONMAN may use their personal information in accordance with its Privacy Policy (located at (https://www.ironman.com/privacy-policy-new-zealand), which includes information about how to access and seek correction of any personal information of the Package Holder. The Package Holder agrees to comply with all applicable privacy laws with respect to personal data of Team Members obtained in the delivery of the Package and performance of these terms and conditions.

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