

## 2023 Garmin Noosa Triathlon TriClub Village Booking Terms & Conditions

The following are the terms and conditions for booking a space in the TriClub Village (**Tent Space**) at Garmin Noosa Triathlon (the **Event**) with USM Events Pty Ltd t/as IRONMAN ABN: 67 052 342 239 (the **Operator**). These terms are not negotiable and by booking a Tent Space, the Triathlon Club (the **Club**) is hereby acknowledging their acceptance of these terms and conditions.

1. The Club agrees to secure the tent/marquee and any other infrastructure (including, but not limited to, flags and banners) that it may bring into the designated TriClub Village area (the **Infrastructure**). All Infrastructure must be sufficiently pegged down by the Club with marquee pegs or other appropriate materials to secure the Infrastructure. In the event that Infrastructure is not safely erected in the reasonable opinion of the Operator, the Club may be directed that such Infrastructure be removed/packed down.
2. By booking a Tent Space, the Club accepts all risks of erecting their Infrastructure in an unsecure public area that is open to the natural elements.
3. The Club understands that it is responsible for the security of their possessions brought into the TriClub Village at the Event. The Operator will not be liable for replacement or repair of any of the Club's possessions.
4. The Club understands they are responsible for any damage or injury caused by any of their Infrastructure. The Operator will not be liable for any damage or injury.
5. The Club understands that it must hold a current Public Liability Insurance Policy for the Event weekend.
6. The Club must:
  - only erect Infrastructure within the Tent Space allocated;
  - ensure all Infrastructure is setback from the course in accordance with any directions by the Operator;
  - not in any way obstruct the conduct of the Event; and
  - not, under any circumstance, affix or otherwise attach Infrastructure to course infrastructure. The Operator reserves the right to request re-positioning or removal of any Infrastructure (or related items) should they be deemed to impact on the operations of the Event itself.
7. Tent Space is provided for a fee of \$50.00 (inclusive of all fees and taxes), from which the profits shall be shared equally between the following Event charities:
  - Make-a-Wish Foundation. ABN: 97 006 497 632
  - Beyond Blue. ABN: 47 094 561 887
  - Cure Brain Cancer Foundation. ABN: 22 121 906 036

- HeartKids Queensland. ABN: 83 989 125 067
- KIDS Foundation. ABN: 85 109 669 794
- National Breast Cancer Foundation (NBCF). ABN: 37 144 841 707
- Robert Connor Dawes Foundation. ABN: 49 126 106 682
- Australian Cancer Research Foundation. ABN: 27 076 461 360
- KidzFix Foundation. ABN: 97 329 873 786
- Very Special Kids. ABN: 86 109 832 091
- Arthritis Queensland. ABN: 74 885 335 121

8. In the event of inclement or dangerous weather (for example, strong winds), or for any health and safety reasons (including any reason relating to COVID-19) or any other reason, the Operator reserves the right to direct that Infrastructure be removed or, where necessary, the TriClub Village be cancelled in its entirety. The Operator will endeavor to provide as much notice as possible. Where such cancellation occurs, the fee will be refunded to the Club by the Operator.

9. The Club agrees to comply with any public health and/or safety directions of the Operator staff, representatives or contractors, police, government or health authorities in relation to its Tent Space, including full cooperation with any contact tracing requests.

10. The Club understands that it is responsible for the conduct of its Club patrons/members. Consumption of alcohol is not permitted within the TriClub Village.

11. The Club agrees to pack down and remove all rubbish from the Tent Space at the conclusion of the TriClub Village.

12. The Club agrees to set up their Infrastructure within designated times as best as possible:

- a. Friday 3 November 10.00am – 12:00pm
- b. Friday 3 November 3.00pm – 5.00pm
- c. Saturday 4 November 9.00am – 11.00am

13. The Club agrees to take down their Infrastructure within designated times as best as possible:

- a. Sunday 5 November from 1:30pm

14. The Club's Tent Space is not transferrable to any other person, club or association.

15. If the Club wishes to cancel their Tent Space booking, they may do so in writing to [tricluboceania@ironman.com](mailto:tricluboceania@ironman.com).

16. There is no vehicle or trailer access to Laguna Park at any time, under any circumstances.