



Last updated on 7 May 2024

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TERMS AND CONDITIONS FOR BUYING PRODUCTS AND JUST BROWSING

Welcome to the Company.

In these terms, we also refer to the Company as “our”, “we”, or “us”.

And you are you!

What are these terms about?

These terms apply when you use this website, being <https://alphatrailevents.com.au/> and any other websites we operate with the same domain name and a different extension (“**Website**”).

These terms also apply when you purchase products through this Website, including any event provided by us (each an “**Event**”), including the sale and distribution of tickets to an Event (“**Tickets**”) and your attendance at such Event (together, the “**Product**” or “**Services**”).

How do I read these terms?

We separated these terms into three parts, so they are easy to read and understand.

Those parts are:

- **Part A:** Terms for when you buy Products (applies when you buy)
- **Part B:** Terms for when you browse and interact with this Website (applies when you browse)
- **Part C:** Liability and warranties, and interpretation provisions (applies to both buying and browsing)

Please let us know if you have any questions about these terms, and don't continue using this Website or purchase any Products unless you have read and agree to these terms.

I've returned to your Website, do I need to read these terms again?

Once you place an Order, the terms accepted at the point of sale will apply to your purchase of those Products. However, please note that we may change any part of these terms at any time by updating this page of the Website, so you may find that different terms apply next time you use this Website or purchase Products. You can check the date at the top of this page to see when we last updated these terms.

Part A For When You Buy Products...

1 SUBMITTING AN ORDER

- (a) By submitting an order for purchase of a Product using the Website's functionality (**Order**) you represent and warrant that:
 - (i) you have the legal capacity and are of sufficient age to enter into a binding contract with us; and
 - (ii) you are authorised to use the debit or credit card you provide with your Order.
- (b) Submitting an Order constitutes your intention and offer to enter into Part A of these terms (including Part C which you agreed to by using this Website) where we will provide you with the Products you have ordered in exchange for your payment of the total amount listed upon checkout.
- (c) Part A of these terms is not agreed between you and us until we have approved your payment and you receive an email from us confirming that your order is being processed. We reserve the right to accept or reject your Order for any reason. All Tickets are subject to availability.
- (d) In the event that you purchase Tickets to an Event on behalf of a third party, you represent and warrant that you have made that third party aware of these terms & conditions and you acknowledge and agree that actions of that third party shall also be attributed to you for the purposes of these terms and conditions.
- (e) Participants under the age of 18 are welcome to attend our Events; however, they must be accompanied by a parent or legal guardian. Additionally, separate Ticket for participants of the Event under 18 must be purchased by a parent or legal guardian. We prioritise the safety and well-being of all participants, and this ensures that minors are under the supervision of responsible adults during the Event.

2 ACCOUNTS

- (a) To submit an Order and/or to purchase a Product, you may be required to sign-up, register and receive an account through the Website (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Website, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, bank account information, and other information as determined by us from time to time.
- (c) You warrant that any information you give to us in the course of completing the Account registration process will always be accurate, honest, correct and up-to-date.
- (d) Once you complete the Account registration process, we may, in our absolute discretion, choose to accept you as a registered user within the Website and provide you with an Account.
- (e) We may suspend or cancel your Account if you do not comply with these terms or any other reason on notice to you.

3 EVENTS

3.1 EVENT INCLUSIONS

- (a) At the time of placing an Order, you will have the opportunity to review the inclusions/exclusions of your Ticket. Your Ticket will only include access to those inclusions as set out on our Website at the time of placing an Order.
- (b) Flights, accommodation and meals are not included in your Ticket. You are responsible for organising your flights to and from the Event location, accommodation, and food & beverages.

3.2 EVENT VARIATIONS

- (a) We reserve the right, at any time, to vary the date of the Event or any other part of the Event by providing you with prior notice as is reasonably required by us.
- (b) In the event of a cancellation, delay, modification, or postponement of the Event due to circumstances beyond the control of the Company, including but not limited to acts of God or nature (such as wind, rough water, rain, hail, hurricane, tornado, earthquake), government mandates (such as "stay at home" orders), acts of terrorism, fire, threatened or actual strikes, labour disputes, insurrection, war, public disasters, floods, unavoidable accidents, race course conditions, or any other force majeure event, the Company will not issue refunds.
- (c) To the extent permitted by law, where we cancel or vary an Event, we will not be liable for any other loss, damage, charge or expense (including special, incidental or consequential) incurred by you as a result of such cancellation or variation including without limitation the costs of any travel or accommodation. You incur such expenses at your own risk.

3.3 TICKET AND EVENT TRANSFERS/CHANGES

- (a) **Ticket Transfers:** Participants who are unable to attend the Event may transfer their Ticket to another person either online or on the day of the Event. For online transfers, please refer to the instructions outlined on our FAQ page on the Website.
- (b) **On-the-Day Ticket Transfer:** For on-the-day Ticket transfers, the replacement participant must present themselves at the registration desk at the Event with the original participant's email confirmation. Upon verification, we will facilitate the transfer process.
- (c) **Course Changes:** Participants have the option to downgrade or upgrade their course for the Event. Please note that no refunds will be provided for downgrades, and any difference in Fees for upgrades must be paid. For detailed instructions, please refer to the FAQ section of our Website.

3.4 ATTENDEE CONDITIONS

- (a) You may be denied entry into the Event, or removed from the Event if you fail to follow these terms or where we have reasonable grounds to do so including (without limitation) where we believe that you have engaged in any illegal or disruptive activities, you are intoxicated, under the influence of illicit substances, represent a security risk, or have acted in a manner which affects the enjoyment of the other attendees at the Event or the public. If you are removed or denied entry from the Event you will not be entitled to any refund.
- (b) You acknowledge at all times you are solely responsible and liable for your own behaviour and wellbeing.
- (c) All unauthorised photography and/or recording or transmitting of audio or visual matter that is used for commercial purposes is expressly prohibited at the Event. For the avoidance of doubt, you may take general photos or videos for non-commercial purposes for sharing on social media platforms such as Facebook, Twitter or Instagram.
- (d) The Ticket is also subject to any additional terms and conditions of the owner or licensor of the venue at which the Event is taking place (as applicable). Admission to the Event is subject to any of the venue conditions. You agree to comply with all reasonable instructions issued by us or by the owner or licensor of the venue.
- (e) Unfortunately, depending on the venue of the Event, we may not be able to guarantee disabled access to the Event due to our limited control of adding facilities at the venues.
- (f) You may be required to submit to a search of yourself and/or possessions before entering the Event.

4 PAYMENT

- (a) All prices are:
 - (i) per unit (except where indicated);

- (ii) in Australian Dollars; and
 - (iii) subject to change prior to you completing an Order without notice.
- (b) **(Payment obligations)** Unless otherwise agreed in writing, you must pay for all Products at the time of placing an Order.
- (c) **(GST)** Unless otherwise indicated, amounts stated on the Website do not include GST. In relation to any GST payable for a taxable supply by the Company, you must pay the GST subject to the Company providing a tax invoice.
- (d) **(Card surcharges)** The Company reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- (e) **(Online payment partner)** We may use third-party payment providers including those run by Active Network LLC (**Payment Providers**) to collect payments for Products. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider accessible <https://www.activenetwork.com/information/privacy-policy%20> and, to the maximum extent permitted by law, we will not be liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.
- (f) **(Pricing errors)** In the event that we discover an error or inaccuracy in the price at which your order was purchased (including shipping prices), we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.

5 CANCELLATIONS

5.1 CANCELLATION BY YOU

- (a) We do not offer refunds for change-of-mind cancellations.
- (b) To the maximum extent permitted under the *Competition and Consumer Act 2010* (Cth), any fees paid or due in accordance with this agreement are non-refundable as a result of cancellation by you. This includes cancellation by you for reasons beyond your control.
- (c) Non-attendance of any Event or part of an Event by you for any reason does not provide the right to refund or for you to reschedule your Ticket to a later Event.

5.2 CANCELLATIONS BY US

- (a) If we are required to cancel or reschedule an Event as a result any decision of a government authority in relation to COVID-19 or any force majeure event as set out in clause 3.2, we will notify you as soon as possible. In such circumstances, to the extent permitted by law you will not be entitled to a refund and we are not obliged to reschedule your Ticket to a future Event. However, we will make our best efforts, at our sole discretion, to provide alternatives or reschedule options.
- (b) Subject to clause 3.2, other than in circumstances where we cancel under 5.2 if your Ticket or an Event is cancelled:
 - (i) we will not be in breach of these terms & conditions by virtue of the cancellation; and
 - (ii) we will notify you and provide you with a full refund of any fees paid for such Ticket or Event or offer you an exchange for an alternative Event or credit (if we consider this possible).

6 DISCLAIMERS

- (a) You acknowledge and agree that your use of the Services (including relevantly your participation and attendance at an Event) is at your own risk. We provide the Services and each Event on an “as-is” basis and whilst every effort is made to ensure the

information provided through the Services is accurate, we make no representations and give no warranties about the currency, suitability, reliability, availability, timeliness and/or accuracy of anything contained in the Services and each Event for any purpose.

- (b) To the maximum extent permitted by law, the Services and each Event are provided without any warranties, representations, or conditions of any kind, whether express, implied or statutory. You acknowledge and agree that:
 - (i) we are not responsible for any information provided through the Services and each Event;
 - (ii) you are solely responsible for following or not following, or undertaking research of, or making an assessment of any information given through the Services and each Event;
 - (iii) you are solely responsible for your behaviour and wellbeing at the Services and each Event; and
 - (iv) we do not guarantee any specific results.
- (c) You acknowledge and agree that any information made available in connection with the Services is general in nature and does not constitute medical, legal, financial, business or any other type of advice. Any information provided to you and in any linked or referred to materials or websites is not and should not be construed as medical, legal, financial or business advice.
- (d) The Services may provide support, guidance and tools to assist you in the Event but any decision you make, and the consequences that flow from such decisions, are your sole responsibility. We will not be responsible for any decisions that you make, nor any loss, damage, charge or expense (including special, incidental or consequential) that may arise out of any decision made by you at any time.
- (e) Any testimonials and examples within any marketing materials are not to be taken as a guarantee that you will achieve the same or similar results
- (f) You should not rely on any information contained in the Services in making medical, health-related, business, legal or financial decisions.
- (g) You agree that the Company will not be held responsible for any loss, damage, or theft of participants' personal equipment or possessions brought to the event. You are solely responsible for safeguarding your belongings, and the Company shall not be liable for any incurred losses.

7 INTELLECTUAL PROPERTY

- (a) The Company retains all intellectual property rights in the design of the Products, including the labelling and packaging, or those rights are owned by a third party. You must not attempt to copy, reproduce, manufacture or otherwise commercialise the Products.
- (b) In this clause 6, “**intellectual property rights**” means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

8 COLLECTION OF PERSONAL INFORMATION AND DATA

- (a) **Use of Personal Data:** You consent to the Company using your personal data for the purpose of organising and fulfilling the Event, including but not limited to registration, communication, and administration. This may include the publication of race results on the Website or other platforms.
- (b) **Sharing of Personal Data in Emergencies:** You acknowledge and agree that in the event of a medical emergency during the Event, the Company may share your personal data with medical personnel and emergency services as necessary for the provision of medical assistance and treatment.

- (c) **Sharing of Personal Data with Third Parties:** You consent to the Company sharing your personal data with third-party partners or sponsors for the purpose of running promotions, contests, or marketing activities related to the event. The Company will ensure that any third parties with access to participants' personal data adhere to appropriate data protection standards.
- (d) **Data Security:** All reasonable measures will be taken to safeguard participants' personal information against unauthorised access, disclosure, alteration, or destruction, however no method of transmission is 100% secure and you agree to the risks associated with disclosure of your personal information.
- (e) **Data Retention:** You understand that your personal data may be retained by the Company for a reasonable period after the conclusion of the event for administrative, legal, or operational purposes. The Company will securely dispose of participants' personal data when it is no longer required for these purposes.
- (f) **Participant Rights:** You have the right to request access to, correction of, or deletion of their personal data held by the Company. Requests regarding personal data should be submitted in writing to the Company's designated data protection officer.
- (g) **Consent:** By registering for an Event organised by the Company, participants provide their explicit consent to the collection, processing, and sharing of their personal data as described in these Terms.

9 PHOTOS & FILMING CONSENT

- (a) You acknowledge and agree that we (or an authorised agent of ours) may take photos and/or videos of you in connection with the provision of the Services (including your participation or attendance at an Event).
- (b) You authorise and consent to us using any photograph or video of you taken during the provision of the Services including relevantly any Event, for any purpose including for promotional and marketing purposes of future events. You warrant that you have the permission of all attendees who you arrange to attend the Event to take and use such photos and videos.

10 THIRD PARTY TERMS SUPPLIERS

- (a) If we need to acquire goods or services supplied by a third party, you may be subject to the terms and conditions of that third party (**Third Party Terms**) including but not limited to our booking partner Active Network LLC and their associated terms and conditions: <https://www.activenetwork.com/information/terms-of-use>
- (b) Provided that we have notified you of such Third Party Terms and provided you with a copy of those terms (for example, a link on our Website), you agree to any Third Party Terms applicable to any goods or services supplied by a third party that we use to provide you with the Products or any services related to providing the Products and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.
- (c) You have the right to reject any Third Party Terms. If you reject the Third Party Terms, we cannot provide the Products to you, and you can cancel your Order in accordance with clause 5.

Part B For When You Browse This Website...

11 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with these terms and any applicable laws.

12 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of the Company;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing Products;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of the Company, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
 - (i) gaining unauthorised access to Website accounts or data;
 - (ii) scanning, probing or testing the Website for security vulnerabilities;
 - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
 - (iv) instigate or participate in a denial-of-service attack against the Website.

13 INFORMATION ON THE WEBSITE

- (a) While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that from time to time, you may encounter the following issues:
 - (i) the Website may have errors or defects (or both, as the case may be);
 - (ii) the Website may not be accessible at times;
 - (iii) messages sent through the Website may not be delivered promptly, or delivered at all;
 - (iv) information you receive or supply through the Website may not be secure or confidential; and
 - (v) any information provided through the Website may not be accurate or true.
- (b) We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content (as defined below).

14 INTELLECTUAL PROPERTY

- (a) The Company retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings,

pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.

- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from the Company or as permitted by law.
- (c) In this clause 14, "**intellectual property rights**" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

15 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

16 SECURITY

To the maximum extent permitted by law, the Company does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

17 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

Part C Liability And Other Legal Terms

18 LIABILITY

18.1 WARRANTIES

Under the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**), you may be entitled to certain remedies (like a refund, replacement or repair) if there is failure with the goods or services provided. Nothing in these terms is intended to limit the operation of the ACL. Please note that:

- (a) Products sold by the Company, will have only the benefit of any warranty given, and insurance held, by the manufacturer.
- (b) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.

18.2 LIABILITY

To the maximum extent permitted by law the total liability of each party in respect of loss or damage sustained by the other party in connection with these terms is limited to the amount paid by you to the Company in the 6 months preceding the date of the event giving rise to the relevant liability.

18.3 CONSEQUENTIAL LOSS

To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any Products or services provided by us, except:

- (a) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
- (b) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).

19 GENERAL

19.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

19.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

19.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

19.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

19.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

19.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

19.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

19.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$, or “dollar”, is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

20 NOTICES

- (a) Any notices required to be sent under this agreement must be sent via email using the party’s email addresses set out in this agreement, and the email’s subject heading must refer to the name and date of this agreement.
- (b) If no email address is stated in this agreement, the notice may be sent to the email address most commonly used by the parties to correspond in relation to this agreement at the time the notice is sent.
- (c) The notice will be considered to be delivered 24 hours after it was sent, unless the sender has reason to believe the email failed to send or was otherwise not delivered or received.