



# Hamilton Sanitarium Weet-Bix Kids TRYathlon

## Sunday 27<sup>th</sup> February 2022

### School Delivery Permission Slip

Dear Parent/Caregiver,

Our school has created a School Group for the Sanitarium Weet-Bix Kids TRYathlon to be held on **Sunday 27<sup>th</sup> February 2022 at Waikato University Fields, Hamilton East**. The Weet-Bix Kids TRYathlon is for Kiwi kids of all sporting abilities who are aged between 6 and 15-years-old. Children can enter as individuals and do all three legs of the TRYathlon by themselves or in a team of two and do either the swim/run or bike/run with a friend.

By completing this form, you give permission for your child to be entered by the School Group Coordinator into the School Group. Their TRYathlete Packs will be sent to the school 3-5 days prior to the event. For more details, please visit: [www.try.weetbix.co.nz](http://www.try.weetbix.co.nz).

#### Cost:

The total entry cost will be \$48 per individual and team member when entering the TRYathlon and \$43 when entering the Splash & Dash during our Early Bird Discount period (prior to midnight **Sunday 6<sup>th</sup> February, 2022**). This will include the TRYathlon entry fee of \$45 or Splash & Dash fee of \$40 and a \$3 courier fee for your TRYathlete Pack to be sent to your School.

<b>First Name:</b>		<b>Surname:</b>	
<b>Date of Birth:</b>	____/____/____	<b>Gender:</b>	

#### Participant Details:

#### Entry Type Information:

<b>Entry Type:</b> (Please Circle)	Splash & Dash 6yrs	Individual Participant 7-15yrs	Junior Team Member 7-10yrs	Senior Team Member 11-15yrs
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#### Teams Only:

<b>Team Name:</b>			
<b>I am completing the:</b> (Please Circle)	<b>Team Swimmer:</b> Swim and Run Legs	<b>Team Cyclist:</b> Cycle and Run Legs	

#### T-Shirt:

<b>T-Shirt Size:</b>	Splash & Dash 6	Splash & Dash 8	Splash & Dash 10	8	10	12	14	16	Adult M	Adult L	Adult XL	Adult XXL
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#### Emergency Contact Person:

<b>Contact Name:</b>		<b>Relationship to Child:</b>		<b>Contact Mobile:</b>	
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#### Medical Details:

<b>In the unlikely event of your TRYathlete requiring medical attention on the day of the event, does your child have any medical conditions that our medical team should be aware of?</b>	<input type="checkbox"/> Asthma	<input type="checkbox"/> Diabetes (Non- Insulin Dependent)	<input type="checkbox"/> Epilepsy
	<input type="checkbox"/> Hearing Impaired	<input type="checkbox"/> Vision Impaired	<input type="checkbox"/> Any known allergies to medicine, please list: • _____ • _____
<b>Other:</b>			

**SANITARIUM WEET-BIX KIDS TRYATHLON™ ENTRY WAIVER TERMS AND CONDITIONS**

1. In consideration of allowing my child (**Child**) to participate in the nominated event forming part of the Sanitarium Weet-Bix Kids TRYathlon™ 2021/2022 Series (**Series**) to be held at the following locations on the following dates (**Event**): Hamilton Sunday 27<sup>th</sup> February 2022 at Waikato University Fields, Hamilton East.  
I acknowledge that on my own behalf and on behalf of the Child participating in the Event that my Child will participate in the Event on these terms and conditions. If I do not consent to these terms and conditions, I will not enter, or register my Child for any Event in the Series.
  2. I acknowledge and agree that my Child will be between the ages of 6 and 15 years (as at the date of the relevant Event).
  3. I represent, warrant and agree with the New Zealand Health Association Limited trading as Sanitarium Health Food Company (NZBN 9429035446705) (**Sanitarium**) that:
    - a. I have voluntarily elected to, and requested Sanitarium allow my Child to participate in the Event. I acknowledge that the Event involves participation in a sporting activity, leisure time pursuit or another activity involving physical exertion and is undertaken for the purpose of recreation, enjoyment or leisure. I understand that there are inherent risks, hazards and dangers associated with my Child's participation in the Event, and that my Child may suffer serious injury, or even death, as well as property loss or damage as a result of my Child's participation in the Event, including as a result of (among other things) over exertion, equipment failure, dehydration, accidents with other participants, spectators or road users, course or weather conditions and other causes;
    - b. I freely and voluntarily assume all risks associated with my Child participating in the Event and acknowledge that my Child's participation is entirely at their, and my, own risk and that I may withdraw my Child from the Event at any time (as contemplated by these terms and conditions) (this does not affect any rights we may have under the Consumer Guarantees Act 1993); and
    - c. My Child is physically and medically fit and has trained sufficiently to participate in the Event. I am not aware of any medical condition, impairment, disease, illness or other reason why my Child should not participate in the Event.
  4. I understand that my Child should not participate in the Event unless they have prepared appropriately and I have declared all medical conditions known to me or my Child in respect of my Child and I am not aware of any medical condition, impairment, disease, illness or other reason why my Child should not participate in the Event.
  5. To the fullest extent permitted by law, I indemnify and will keep indemnified Sanitarium and each of their directors, officers, employees, volunteers, promoters, independent contractors and agents (**Sanitarium Parties**) against all costs, losses or damages however caused, arising from or in relation to my Child's participation in the Event.
  6. To the fullest extent permitted by law, the Sanitarium Parties exclude all liability (including in relation to any warranty or guarantee) arising from any loss or damage suffered by me or my Child in connection with the Event, including in respect of any death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury), contraction, aggravation or acceleration of a disease or coming into existence, aggravation, acceleration or recurrence of any other condition or occurrence that is or may be harmful or disadvantageous to me or my Child arising from the Event not being supplied with due care and skill or not being reasonably fit for purpose or for any breaches or failure of any applicable law including New Zealand consumer law (New Zealand Consumer Law), or due to negligence by Sanitarium or any Sanitarium Parties for the breach of contract.
  7. I acknowledge that this is a risk warning as applicable under applicable laws including common law and the New Zealand Consumer Law.
  8. To the fullest extent permitted by law, the Sanitarium Parties' liability to me and my Child for a breach of any non-excludable guarantee is limited to a refund for any registration fees paid to Sanitarium in connection with my Child's entry into the Event.
  9. Nothing in this document excludes, limits or modifies the application of the New Zealand Consumer Law or any other applicable laws, or the exercise of any rights or remedies conferred by the New Zealand Consumer Law or other applicable laws where to do so would contravene the New Zealand Consumer Law or other applicable laws.
  10. I consent to my Child receiving, and to pay for, any medical treatment (including without limitation, ambulance transportation and paramedic treatment at the Event) which is considered by Sanitarium and the medical treatment provider, to be advisable or deemed reasonable and/or necessary before, during or after the Event. I indemnify and will keep indemnified Sanitarium for all costs associated with this medical treatment.
  11. Safety precautions undertaken by Sanitarium (such as course supervision, participation safety briefings, and bicycle safety checks) are a service to my Child and other participants but are not a guarantee of safety. I acknowledge and accept that while Sanitarium takes reasonable precautions to supervise my Child during their attendance at the Event, I am ultimately responsible for their supervision and agree to attend the Event to ensure appropriate supervision is provided.
  12. I consent to (i) the recording of my and my Child's likeness and/or voice by any means (including but not limited to audio and visual recordings by television cameras and photographers engaged by Sanitarium, Supersport Images or any other person) (together the Images), (ii) the collection and use of my and my Child's personal information in accordance with these terms and conditions and Sanitarium's privacy policy (available at <https://tryathlon.co.nz/privacy-policy/>), and (iii) the use of the Images for commercial exploitation and other promotional or public relations purposes, throughout the world of the Images by any means (including but not limited to broadcast, telecast and print) by Sanitarium or their commercial partners without compensation to me or any other person (including, recording my Child's participation in the Event and using the Images at the venue and on vision screens).
  13. I acknowledge that I also have the option to purchase images of my Child and agree to the following terms and conditions, which will apply if I select and pay for the digital photo pack during registering my Child for the Event: (a) I understand that the digital images will not be provided as printed photographs, and will be provided as downloadable digital images; (b) I understand that all images are full resolution electronic downloadable images only; (c) I understand that photographers are positioned at the swim, ride, run and medal location, however images at each location cannot be guaranteed. Accordingly, I understand that I may not receive an image of my Child at all locations; (d) I understand that my Child must wear their identification number in a clear and prominent fashion during and after the event to enable the best chance of photographing my Child; (e) I understand that after the event I will be sent an email from Supersport Images containing my user name and password, and in order to receive my Child's digital images I must follow the directions and redeem the images online by 31 December 2022; (f) I understand that Sanitarium and Supersport Images are not responsible for late, lost or misdirected correspondence and that I must contact Supersport Images within 2 weeks of the applicable Event if I have not received the email containing my user name and password to access the images; (g) I acknowledge that the images of my Child may contain other participants; (h) I acknowledge that the pre-order fee for the digital photo pack is \$18.90 (including GST) (**Photo Fee**).
  14. I acknowledge and agree that I have given permission to pay for the Photo Fee via my credit card (if paying via credit card) and take full responsibility for such payment.
  15. I acknowledge and understand that when using an applicable discount code, it must be entered in the 'Discount Code' field when completing an online registration or in the space provided on any hard copy registration form. I acknowledge and understand that discount codes are limited to the use of one code per transaction. I acknowledge and understand that using a discount code does not guarantee entry into any Event and registration details that include a discount code must be submitted prior to the online registration closing date or before the event sells out. I acknowledge and understand that all discount codes expire on 8:00am Sunday 10<sup>th</sup> April 2022.
  16. I acknowledge and agree that if I enter my Child as part of a team of two (a), then my Child will compete in the Event with another child, undertaking one of the stages; (b) I must pay the fee for my own Child; (c) and Sanitarium is not responsible should a parent or guardian of a team member fail to pay or agree to these conditions, and therefore their Child is unable to participate in the Event. I acknowledge that if my Child's stage of the Event is cancelled, then my Child may need to undertake another stage on the day of the Event.
  17. I agree to, and will procure that my Child obeys and accepts the Event rules and any other instructions issued by Sanitarium at any time and acknowledge that my Child must satisfy any eligibility criteria determined by Sanitarium in relation to the Event. I accept that the winner of the Event will be determined by Sanitarium acting in their sole and absolute discretion and that no reasons are required to be provided for Sanitarium's determination.
  18. I agree not to and procure that my Child does not do anything which may adversely affect, prejudice or bring into disrepute the reputation of Sanitarium or any venue from which the Event is operated.
  19. I acknowledge and accept that Sanitarium reserves the right, at any time, to verify the validity of entries and entrants and reserves the right, in its sole discretion, to cancel any discount and/or disqualify any individual who we have reason to believe has breached these Terms and Conditions, tampered with the entry process. Failure by Sanitarium to enforce any of its rights at any stage does not constitute a waiver of those rights. Sanitarium's legal rights to recover damages or other compensation from such an offender are reserved.
  20. I acknowledge that my Child's participation in the Event is at the sole discretion of Sanitarium and accept that Sanitarium may cancel or postpone the Event or may remove me and/or my Child from the venue immediately at any stage if any of us fail to comply with the terms of this release and waiver or otherwise, and I will not be entitled to any refund in relating to any amounts paid by us to participate in the Event or attend the venue.
  21. My Child's registration is not transferable to any other person. I accept that if my Child's entry form and payment is not received by Sanitarium by the relevant and stated online registration closing date for the Event, my Child may not be able to participate in any of the events in the Event. If Sanitarium chooses to accept late entries for any reason, the Late Registration Price as stated on the entry form will apply per individual or family entry (as applicable).
  22. I understand that my Child's entry fee for the Event may be refunded if the event is cancelled due to war, state of emergency, epidemic, pandemic, governmental acts or omissions, changes in laws or regulations, disaster, flood, torrential rain or other 'ACTS OF GOD', or for any other health and safety reason, as determined by Sanitarium.  
In the event of a cancellation, Sanitarium will endeavour to reschedule the event or hold a virtual TRYathlon event.
  23. If the event is cancelled by Sanitarium for any reason, I understand that I will be refunded the following:
    - a) If I have opted and paid to have my TRYathlete Pack couriered to me:
      - I will be refunded my entry fee less \$15.00 to cover the cost of the TRYathlete Pack. The postage and handling charge (additional to the entry fee) paid at time of registration will remain with Sanitarium; or
      - I can choose to participate in the virtual TRYathlon event for a fee of \$20.00 to cover the cost of the TRYathlete Pack plus TRYathlon medal and other benefits. I will be refunded the balance of my entry fee. The postage and handling charge (additional to the entry fee) paid at time of registration will remain with Sanitarium.
    - b) If I have opted to pick up my TRYathlete Pack but I would like to purchase it:
      - I will be charged \$15.00 plus a postage and handling charge\* and the balance of my entry fee will be refunded; or
      - I can choose to participate in the virtual TRYathlon event for a fee of \$20.00 plus a postage & handling charge\*. The balance of my entry fee will be refunded.
      - Postage and handling charges are as follows. North Island \$8.80 (Metro); \$14.80 (Rural Delivery); South Island \$10.50 (Metro); \$16.50 (Rural Delivery)
  - c) If my TRYathlete Pack has not already been packed for sending and I do not wish to purchase or participate in the virtual TRYathlon event then I will be entitled to a full refund.
24. I acknowledge that if I wish to withdraw from the event, I must inform the Sanitarium Weet-Bix Kids TRYathlon™ Customer Services Team via email on [tryathlon@sanitarium.co.nz](mailto:tryathlon@sanitarium.co.nz).
  - a) I acknowledge and agree that if I or my Child wish to cancel their already completed registration for the Event, after the relevant stated online registration closing date, for any reason whatsoever, then no part of the entry fee paid for my Child will be refunded.
  - b) I understand that if my Child's registration is cancelled prior to the online registration closing date, then any entry fee paid at that time (less a \$10.00 cancellation fee + \$15.00 TRYathlete Kit fee) will be refunded.
  - c) I understand that I am able to receive a reduced cancellation fee of \$10 by returning my TRYathlete Kit to SMC Events [500 Mount Wellington Highway, Mount Wellington, Auckland 1060]. In this instance I agree to notify the Customer Service Team of my decision during the withdrawal notice. I understand that to receive this reduced cancellation fee I will need to return my TRYathlete Kit before I receive any refund.
25. While Sanitarium will use all reasonable efforts to ensure the Event is conducted as advertised, I acknowledge that by reason of circumstances beyond the control of the event organisers, it may become necessary or desirable to change the form of the event and if that occurs, I consent to the changes and I agree that each and every one of the conditions set out herein shall apply to that changed event.
26. I acknowledge and agree that as part of the registration process to provide my telephone number, an emergency contact number and information about my child/ward's medical, physical, dietary conditions and/or allergies, from which my Child suffers, that might affect their performance, or be relevant if medical treatment is needed, or if drinks or food are provided. I acknowledge and agree that this information and my Child's first and last name can appear on my Child's registration bib number sticker, which they will be required to wear during the Event.
27. I acknowledge that my personal information and my Child's personal information is collected and used by Sanitarium for the purposes of registering my Child for, conducting and improving the Event including facilitating and expediting medical assistance to the participants to protect their health and safety in the event of an incident, providing any merchandise which I have purchased

from Sanitarium, facilitating fundraising and processing any donations made by me in relation to the Event or a charity which Sanitarium collects funds for, and such other purposes as set out in this clause and in Sanitarium's privacy policy (available at <https://tryathlon.co.nz/privacy-policy/>). Sanitarium may disclose my personal information and my Child's personal information to third parties who assist Sanitarium to carry out the above purposes such as Register Now Pty Ltd (Register Now), Super Sports Images, Platinum Sponsors of the Event if you decide to opt in when registering to the Event, Weet-Bix TRYathlon Foundation (a charitable organisation which Sanitarium collects funds for) and I consent for this to occur. While overseas parties are subject to privacy obligations, I accept that such obligations may differ from and be less stringent than the requirements of the privacy laws of New Zealand. If the personal information is not provided then my Child may not participate in the Event. I understand that my Child's first name and suburb may appear on the Series website located at <https://tryathlon.co.nz/> once they are registered. I consent, unless I otherwise advise Sanitarium using the contact details below:

- (a) to Sanitarium using my Child's personal details including first name, and also image and photograph before, during or after the Event, for promotional, marketing, broadcasting, reporting or surveying purposes in any media worldwide, including but not limited to, for the purpose of promoting Sanitarium's current and future events held in Australia and New Zealand; and
- (b) allowing Super Sports Images to include my Child's photograph and details on their website.

From time to time Sanitarium may also contact me to provide me with information about other products and services offered by Sanitarium, or other service providers who have a relationship with Sanitarium, that Sanitarium considers may be of interest to my Child or me. When Sanitarium contacts me, it may be via mail, phone, email and/or SMS.

I understand that to opt out of direct marketing from Sanitarium, or to advise Sanitarium that I do not consent to Sanitarium and/or Super Sports images using my Child's personal details, images and photographs in the manner described in paragraphs (a) and (b) of this clause, I need to contact Sanitarium on +64 9 625 0700, by email [tryathlon@sanitarium.co.nz](mailto:tryathlon@sanitarium.co.nz) or post to Private Bag 9212, Victoria Street Wets, Auckland 1142, New Zealand.

**COVID-19:**

In participating in the Event I agree that my Child and I will act responsibly and adhere to all New Zealand laws including COVID-19 rules and restrictions (where applicable).

Where required, prior to entering the Event, I agree to download the NZ COVID Tracer app (<https://tracing.covid19.govt.nz/>) and register with the NZ COVID Tracer app my and my Child's (including any other people who are accompanied with me) personal information for the purposes of the COVID-19 pandemic response. By downloading and registering with the NZ COVID Tracer, I agree to the terms of the NZ COVID Tracer app's Privacy Policy (<https://tracing.covid19.govt.nz/help/privacypolicy>) and Terms of Use (<https://tracing.covid19.govt.nz/help/termsofuse>). By using the NZ COVID Tracer app, I acknowledge that my and my Child's personal information will be collected by the Ministry of Health and will only be used by our public health system for the purposes of the COVID-19 pandemic response, such as contact tracing.

As an event we are following the Event Sector Voluntary Code and should the Ministry of Health and/or the District Health Board request participant details for contact tracing purposes we will supply this to them. This will include your name, your child's name, contact phone number, and contact email. This information will only be supplied to the Ministry of Health should it be requested within 4 weeks of the event.

- 28. I acknowledge that my personal information and my Child's personal information is collected and used by Register Now for the sole purposes of processing the registration of my Child for the Event (including fees payable by me in relation to such registration), the purchase of any merchandise sold by Sanitarium and/or the payment of any donations in relation to the Event or a charity which Sanitarium collects funds for. I acknowledge that Register Now and Sanitarium may disclose my personal information and my Child's personal information to Weet-Bix TRYathlon Foundation (a charitable organisation which Sanitarium collects funds for) the purposes of facilitating fundraising and processing donations made to that charity. Register Now may disclose my personal information and my Child's personal information to School Group coordinator representing your Child's school to facilitate the registration process of the students of the registered and Sanitarium approved School Group. I acknowledge that Register Now may disclose my personal information and my Child's personal information to third parties who assist Register Now to carry out the above purposes including to Sanitarium, Supersport Images and School Group coordinators. Register Now will not disclose my personal information and my Child's personal information overseas. If the personal information is not provided then my Child may not participate in the Event. Register Now's Privacy Policy (available at <https://registernow.io/privacy>) contains further information about how I may access and/or correct the personal information held about me and my Child as required by law, as well as information about making a complaint about the treatment of personal information and how Register Now will deal with such a complaint. Register Now's address and contact details are: 8 Prince Patrick Street Richmond // Victoria // Australia 3121. Phone Australia 1800 734 669 // New Zealand +64 9 887 8573;
- 29. I represent and warrant that I am a parent or legal guardian of my Child have the authority to bind myself and my Child to the terms and conditions set out in this document.
- 30. If participants purchase any event merchandise item(s) to be collected at the Event and do not attend the Event for any reason, participants shall not be entitled to a refund. They may however opt to have their merchandise shipped to them for \$7.50, plus \$2 per additional merchandise item. This can be arranged by contacting 0800 WEEBIX.
  - a. We do not have to give a refund if participants change their mind about a purchase of any merchandise item(s), however, participants may receive a credit to exchange for other merchandise item(s) once their original purchase has been returned to the Weet-Bix TRYathlon™ merchandise address at 38 Mt Hobson Road, Remuera, Auckland, 1022 (**Merchandise Address**). Merchandise item(s) must be returned in the same condition in which they were received (tags must be attached and item(s) unused).
  - b. If participants cancelling their Weet-Bix TRYathlon™ would like a refund for merchandise that has already been shipped to them, a refund for the merchandise item(s) (excluding shipping fees) will be provided once they have been returned to the Weet-Bix TRYathlon™ Merchandise Address in the same condition in which they were received (tags must be attached and item(s) unused). Any return shipping costs will be at the expense of the participant.
  - c. If the incorrect name for iron-on letters are sent due to a child being registered under an incorrect name, participants are entitled to replacement letters. They may opt to send their letters back to the Weet-Bix Kids TRYathlon™ Merchandise Address and pay a reduced shipping fee, OR collect the replacement letters from the merchandise tent at the event. Participants must bring their incorrect letters to the merchandise tent for exchange on the day of the event.
  - d. If participants receive faulty item(s), provided they provide proof of damage to the item(s), a replacement item(s) will be sent to them free of charge once faulty item(s) have been returned to the Weet-Bix TRYathlon™ Merchandise Address.

**Parent/Guardian Details:**

<b>First Name:</b>		<b>Last Name:</b>	
<b>Email:</b>		<b>Mobile Number:</b>	<b>Relationship:</b>

**SuperSport Images Digital Photo Superpack:**

Prepay the Digital Photo Superpack when you enter for \$18.90. The Digital Photo Superpack is not available for purchase post-event. The Digital Photo Superpack includes: a low-resolution social media pack and 2 downloadable versions of all your identified images captured at your event (1 set with Weet-Bix border plus 1 set with no artwork).

<b>Do you want to pre-order a Photo Pack for \$18.90 (incl. GST)?</b>	<b>Yes</b>	<b>No</b>
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**Participant Entry Cost Prior to 6th February 2022: (Please tick entry price that applies)**

- \$48.00 Individual / Team Member Entry Fee including \$3.00 shipping fee, as your school coordinator has agreed for packs to be sent to the school for a discounted courier fee of \$3.00 (Early Bird Discount if registered before 11.59pm 6<sup>th</sup> February 2022)
- \$43 Splash & Dash Entry Fee including \$3.00 shipping fee, as your school coordinator has agreed for packs to be sent to the school for a discounted courier fee of \$3.00 (Early Bird Discount if registered before 11.59pm 6<sup>th</sup> February 2022)

**Discount Code** (Parent/School coordinator please enter discount code here if applicable)

**Payment Information:**

**TOTAL AMOUNT ENCLOSED:** (Participant Entry + Photos (if purchased)): \$ \_\_\_\_\_

<b>Payment Method:</b>	Cash	Direct Credit
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I have read and understand the waiver as outlined for the Weet-Bix Kids TRYathlon and agree to my child being part of this School Group.

**Parent/Guardian name (Please print):** \_\_\_\_\_ **Signed:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_