

CONCOURS SOUTH AFRICA DECLARATION, WAIVER AND INDEMNITY | 2018

(This is to be read in conjunction with the entry form)

In consideration of accepting this entry and allowing me to participate in the Concours South Africa (Event), I the undersigned (for myself, my heirs, executors and administrators) agree with the Organiser and each Event Sponsor that:

1. I waive, release and discharge Concours South Africa (Organiser) and the event sponsors including but not limited to each of their respective officers, employees, contractors, volunteers or agents involved in the Event from all claims or causes of action I may have (including for negligence) arising from any injury, loss or damage of any kind suffered by me including personal injury, illness or death and/or loss or damage to any property (in so far as this does not breach the provisions of the relevant South African Consumer Law) arising either directly or indirectly out of my attendance at or participation in the Event.

2. I also waive, release and discharge Concours South Africa (Organiser) and the event sponsors including but not limited to each of their respective officers, employees, contractors, volunteers or agents involved in the Event from all claims or causes of action I or any person under my care may have (including for negligence) arising from any injury, loss or damage of any kind suffered by any person or property being pushed, carried, accompanied or in any like manner by me. This includes, but is not limited to children in prams (in so far as this does not breach the provisions of the relevant South African Consumer Law) arising either directly or indirectly out of my or their attendance at or participation in the Event. I agree to take all necessary precautions and actions to ensure any child or person accompanying me, whether in a pram or not, is safe.

3. I indemnify and will keep indemnified the Organiser and each Event Sponsor against all costs, losses or damages arising from or in relation to my attendance at or participation in the Event including the attendance or participation of any person in my care.

4. I consent to the free use of my name and pictures of me in any broadcast, telecast and print by the Organiser and/or the Event Sponsors in relation to the Event.

5. I agree to adhere to all event rules and conditions and obey all directions and instructions given by event officials and the police. The event organisers reserve the right in their discretion to reject or cancel my entry at any time, including without limitation for safety or insurance reasons, or if, in the opinion of the organisers, I am unable to satisfy the rules of entry into the competition, where Concours South Africa will not be required to refund entry fees in such circumstances.

6. I acknowledge that the Event organisers or its representative may remove me from the event area and/or exclude me from participation in the event:

6.1. on medical, health and safety grounds (including to prevent possible harm or injury to myself or any other person),

6.2. to prevent damage to any property,

6.3. if my behaviour is inappropriate, offensive, or abusive,

6.4. to prevent or arrest any form of unauthorised marketing, including ambush marketing.

7. I agree to obey and accept the Event rules and any other instructions (whether announced on the day or otherwise) and understand that failure to do so may result in my removal from the event, with no refund given.

8. I agree that Concours South Africa reserves the right to refuse entry into the Competition on any grounds.

9. I agree that should the Event be cancelled or if I do not participate in the Event for any reason, my entry fee will not be refunded and no liability will attach to the Organiser or the Event Sponsors in relation to this. In the event that a person is unable to compete in the Event, a transfer option is not available.

10. I consent to receive and agree to pay for any medical treatment (including transport by ambulance) which is considered in the reasonable opinion of the Event medical officials to be advisable, before, during or after the Event.

11. I consent to the Organisers entering my personal details contained into a database which will be used for the administration of the event, including to SMS event information to me if I have provided a mobile phone number. I also consent to my personal details being used in the following ways:

11.1. To enable Concours South Africa to contact me regarding other similar events.

11.2. To allow Photos to be emailed to me taken during the event which are available to purchase.

12. I attend and participate in the Event exclusively at my own risk and at all times I have the option of not participating in or withdrawing from the Event at any time.

13. I hereby acknowledge that I have read, understood and accept these terms and conditions and agree to be bound by them in relation to my attendance at and participation in the Event.

14. The judge's decision is final and no correspondence or disputes will be entertained. Privacy Statement: The Organiser collects personal information from all entrants (including information on the Event entry form) for the purpose of staging the Event, and for reasonably incidental purposes. You should be aware that, as a condition of your entry into the Event, personal information may be used to contact you regarding other similar events. The Organiser makes no other disclosure of entrants' personal information. If you do not provide all the information requested, the Organiser is not obliged to accept your entry and may not register you to participate in the Event. You may obtain access to your personal information by contacting the Organiser via the details appearing on the entry form.