

2026 TCS SYDNEY MARATHON PRESENTED BY ASICS PARTICIPANT AGREEMENT

Definitions

AA means Australian Athletics, the event owner.

Event means the TCS Sydney Marathon presented by ASICS, including all race, Sydney Running Show/Expo, and related activities.

Event Organiser means Pont3 Pty Ltd, the exclusive licensed promoter.

Event Officials: Any person deemed an employee, contractor or volunteer by Pont3 to manage the Event.

SIA means Sports Integrity Australia.

WA means World Athletics.

Primary Care Provider: St Johns Ambulance (NSW)

1. Candidacy Club

1.1 Candidacy Club means and includes those that have successfully completed the TCS Sydney Marathon Event in the years 2022, 2023, or 2024 and, as a result, can claim one guaranteed entry for the Event in 2025, 2026, or 2027. Successful acceptance into the Event under Candidacy Club is subject to payment of the full entry fee by everyone. All entries are non-refundable and non-transferable. In the case that interest exceeds the Event capacity for any one year, some runners may be placed in a ballot for their preferred year. Any unclaimed entries from the Candidacy Club by the end of 2027 Event will expire.

2. Ballot

2.1 I understand that by joining the Ballot, my entry into the TCS Sydney Marathon Event is not guaranteed. I understand that my payment method provided at the time of ballot application will be charged during the date(s) supplied by Event Organisers if my ballot application is successful. I understand that participants are solely responsible for ensuring the payment method provided during ballot application is valid and has sufficient funds for entry charges.

2.2 Failure to do so will result in automatic forfeiture of the entry into the Event. I hereby confirm that I will only submit one entry via the Ballot, and that any duplicate entries will be charged individually. Any charges are non-refundable and non-transferable. If you require your ballot application to be withdrawn, please notify us in writing at info@sydney-marathon.com before 16 October at 5pm AEDT.

3. Charity Program

3.1 Fundraisers that commit to a Charity entry must complete their fundraising and registration process for the Event by 31 July 2026. Failure to meet the deadline may result in to being assigned a random start group. Should the fundraiser register to participate in the Event prior to meeting their fundraising commitment, Event Organisers reserve the right to cancel the entry at any point in time.

Should the fundraiser meet their fundraising commitment but does not register to participate in the Event, the entry cannot be deferred to a future year or person.

4. Travel Program

4.1 International travel partner (ITP) clients must register by 5 July 2026 at 11:59pm AEST. ITPs are not permitted to register on participant's behalf. Entries are non-refundable and non-transferable should

the Participant not be able to travel to the event for reasons including but not limited to visa rejections, change of mind or injury.

5. Donations

5.1 All donations are non-refundable.

6. Event policies

6.1 Domestic participants (Australia/New Zealand residents) are eligible for domestic pricing. The difference in entry fee is non-refundable should a Domestic participant wrongly register and pay the international entry fee.

6.2 Participants residing in all other countries must pay the international registration fee. International residents found registering as a local participant may have their entry fee (minus processing fees) refunded and removed from the Event.

6.3 I acknowledge that: I participate in the TCS Sydney Marathon Event (including the race(s), Sydney Running Show/expo and all other activities related thereto) (Event) voluntarily and at my own risk. I understand that participation in the Event is a potentially hazardous activity and I willingly assume all associated risks, including, but not limited to, illness; contagious diseases; physical, emotional, or mental injuries; falls; contact with other participants, spectators, volunteers, Event staff, directors, employees, agents, or others; vehicular or traffic accidents; adverse weather conditions, including heat and/or humidity, wind, cold, and wet, damaged or slippery surfaces; falling tree branches or overhead objects; and the crowded nature and conditions of the course; all such risks being known and appreciated by me and I voluntarily assume all such risk. I will take all reasonable measures to protect myself from all liability, including any injuries or damage sustained, irrespective of the cause. I accept full responsibility for travel and personal medical insurance and for payment or reimbursement of medical expenses including hospital transport costs incurred due to my participation.

6.4 I am responsible for all property I bring to the Event sites and acknowledge that Australian Athletics, and Pont3 Pty Ltd accept no responsibility for any loss or damage to this property.

6.5 I certify that I am 18 years or older on event day. To the best of my knowledge, I am not suffering from any condition which would prevent and/or render me unfit to participate in the Event. I warrant that I am physically and medically fit to participate in the Event and accept full responsibility for any health risks. I release the Event Organiser from all claims, damages, or losses arising from my participation, regardless of cause. I confirm I have not knowingly used any substance to enhance performance and will not use any prohibited substance or procedures under AA or World Athletics rules.

6.6 I grant the Event Medical Director permission to administer or arrange for any medical assistance that they deem necessary or appropriate because of my participation in the Events, including without limitation, arranging transportation to a hospital or other medical facility. I also grant the Event Medical Director and designee permission to administer or arrange necessary medical assistance, including transportation to the medical facility. I also grant access to my medical records and physicians for care provided during the Event. I release the Event Organiser from any liability arising from medical treatment.

6.7 I (or their parent/guardian if under 18 years of age) grant consent for the event Primary Care Provider (St Johns Ambulance) to share all medical records and information collected during providing

treatment and/or assistance, with the Sydney Marathon medical team including authorised representatives from Pont3 Pty Ltd and subcontractors. All personal and health information will be collected, handled and stored in accordance with Australian Privacy Principles and relevant privacy laws

6.8 I consent to identity verification, background security checks and other security checks (including inspection of personal property) prior to entry / or departure from any Event site.

6.9 I will abide by the Event rules and timelines, as updated from time to time, and follow directions given by Event Officials. I accept that the Event Organiser has discretion to accept or decline entries on any grounds.

6.10 I will comply with all applicable regulations, bylaws and rules of Sports Integrity Australia (SIA) and AA and follow all reasonable directions from officials, and representatives of SIA, AA, Pont3 and TCS Sydney Marathon presented by ASICS.

6.11 I will abide by the rules of the event and the Governing authority of the sport, World Athletics, under which the Event is conducted.

6.12 I understand that there is a time limit to complete the Event. If directed to withdraw by an event official due to inability to meet cut-off times, I will comply and voluntarily remove myself from the course without liability to the organisers.

6.13 Pont3 reserves the right to take action against participants found in violation of Event rules, including disqualification, future bans from the TCS Sydney Marathon and other World Marathon Majors and the voiding of any registrations during the ban period. The duration of the ban period is at the discretion of the Event Organiser.

7. Release and Indemnification

7.1 In consideration of Pont3 accepting my application for entry to the Event, I, to the extent permitted by law:

- a. release Pont3 and AA (including directors, officers, employees, volunteers, contractors, sponsors and agents) from all claims arising from or in connection with the Event and/or my participation in the Event; and
- b. indemnifies Pont3 and AA (including its directors, officers, employees, volunteers, contractors, sponsors and agents) in respect of any claim by any person arising because of or in connection with the Event and/or my participation in the Event.

Claim means any action, suit, proceeding, demand, damage, cost or expense (including legal fees)

8. Proprietary Rights

8.1 I consent to the publication and use of my name, race result, image voice, statement and any other likeness in any media whatsoever of my name, race result, image, voice, statement or otherwise, including marketing materials, social media, websites without payment or liability for how such media is used.

9. Refund and Cancellation Policy

9.1 All entry fees are strictly non-refundable and non-transferable under any circumstances, including but not limited to duplicate entry, participant error, withdrawal, non-attendance, visa rejection,

exceeding the course time limit, or event cancellation. Participants who later receive entry via a partner organisation or sponsor are not entitled to a refund for their original entry. The Organiser is not responsible for any expenses incurred by participants due to cancellations. Fees will be processed by 2026 TCS Sydney Marathon and will appear on your statement accordingly.

9.2 Deferrals are only offered to expectant parents under the [Pregnancy and Postpartum Policy](#) and active service members in the Australian Defence Force under the [Defence Force Policy](#).

9.3 I accept that the event is subject to NSW Health guidelines and agree to abide by any decisions made by the Event Organisers in response to directives or advice. If the Event is cancelled due to safety concerns or circumstances beyond the reasonable control of AA and / or Pont3 including extreme weather, pollution, lightning, accidents, force majeure, pandemic, or other health and safety issues. I accept that entry fees and other costs incurred are non-refundable. I acknowledge I will have no claim against AA and / or Pont3 for any loss or resulting from such cancellation.

10. Collection of Bib

10.1 All participants must attend the 2026 TCS Sydney Marathon Running Show presented by ASICS in person to collect their race bib. Participants must present a government-issued photo ID that matches their registration details to collect their bib. Bibs cannot be collected by third parties under any circumstances.

11. Event Refund Protection Program

11.1 Entries are refundable under the Race Roster Enhanced Refund Protection Program provided the participant purchases this during registration. For the avoidance of doubt, this Event Refund Program ("Program") is administered by Protecht, Inc. on behalf of the registration platform Race Roster and is not an agreement or insurance policy with Pont3 Pty Ltd or TCS Sydney Marathon ("Organiser"). The Organiser is not a party to this Program, does not endorse or assume any liability for refunds, and is not involved in evaluating, approving, or processing refund requests.

By participating in this Program, you acknowledge that all refund determinations are solely the responsibility of Race Roster and Protecht, Inc. All inquiries or claims must be directed to Protecht, Inc., who administers this program under contract with Race Roster.

Purchasing refund protection, adds a non-refundable protection fee to your checkout cart. You acknowledge this is not insurance, and you agree to the [Terms & Conditions](#) of this seller's conditional refund promise. Refund protection is valid only for the event and year of purchase it and cannot be transferred. Should the refund protection not be used, there is no refund of the refund protection fee. Protecht, Inc's [Terms and Conditions](#) and [Privacy Policy](#) are available on their website.

12. Privacy

12.1 Pont3 Pty Ltd collects, uses and discloses personal information for the purposes of conducting and administrating the Event and other related activities, including for identifying participants, recording results, and communicating with you, and for providing you with member services or promotional material such as other events or other sponsor offers.

Pont3 collects, uses and discloses personal information in accordance with Pont3's [privacy policy](#).

The Pont3 privacy policy contains information about how to access and correct personal information held by Pont3 or how to make a complaint about the handling of personal information. Applications or services may be rejected if requested information is not provided. Opt-out procedures are available for individuals wishing to avoid receipt of promotional material from Pont3 or third parties. Contact information for Pont3 and a copy of our privacy policy is available at [Privacy Policy – Pont3 Pty Ltd](#).

12.2 The Participant hereby provides consent for the Event Primary Care Provider sharing medical records and information collected during treatment and/or assistance during the Event with the Sydney Marathon medical team including Pont3 Pty Ltd and its subcontractors. This is for the purpose of monitoring clinical protocols, following up care, and future planning.

All personal and health information will be collected, handled and stored in accordance with Australian Privacy Principles and relevant privacy laws

12.3 Pont3 may share your information with third parties where required, including but not limited to:

- Abbott World Marathon Majors for the Marathon Age Group World Rankings qualifiers program
- Australian Athletics for the purpose of administering the Australian Marathon Championships.

12.4 Opt-out procedures are available for promotional communications. For access, correction, or complaints regarding personal information, please refer to Pont3's Privacy Policy.

13. Promo Codes

13.1 To redeem a promo code, enter it in the designated field during check out. If accepted, your registration fee will be adjusted accordingly.

Promo codes:

- Are valid only if the Participant meets the conditions and uses them within the validity period.
- Are applicable only to the specified event distance and are non-transferable.
- Cannot be redeemed for cash.
- Must be used by the Participant to whom the code was issued.

No refunds will be issued if a promo code is not entered during registration. Pont3 reserves the right to modify, suspend, or cancel any promo code at any time without notice, regardless of stated expiry dates.

14. Waiver and Release

By registering for any event within the TCS Sydney Marathon presented by ASICS ("Event"), I acknowledge and agree to the following:

I have read and understood this waiver/release. I understand I am waiving substantial rights, including the right to bring legal action against the releasees. I sign this waiver freely and voluntarily, intending to fully release the releasees to the maximum extent permitted by law.

This waiver is governed by the laws of New South Wales. If any clause is found invalid, the remainder shall remain in full force and effect.