

2025 Euroz Hartleys Port to Pub with Hotel Rottneest

TERMS AND CONDITIONS

1. Definitions

Authorisation means:

- (a) an authorisation, consent, right, certificate, licence, permit, declaration, exemption, notarisation or waiver, however described (including any renewal or partial renewal); and
- (b) any authorisation or consent regarded as given by a Government Agency where, in relation to something that can be prohibited or restricted by law if the Government Agency takes action within a specified period, that period expires without that action being taken;

Duo means two Swimmers that are competing together in the Event;

Entry Fee means the relevant fee (calculated under clause 7) for Your entry in the Event;

Event means the Euroz Hartley's Port to Pub with Hotel Rottneest proposed to be conducted by the Organiser on the Event Course on Saturday 15 March 2025 that includes the 19.7km Port to Pub for one or more Swimmers and the Port to Pub 25km ultramarathon for Solo Swimmers only;

Event Briefing means the compulsory briefing for Participants (other than Skippers) to be conducted by the Organiser on 6 March 2025 (or any other dates notified by the Organiser in writing or published and updated from time to time on the Event Website);

Event Course means the courses delineated by the Organiser located in the Indian Ocean between Leighton Beach and Rottneest Island, Western Australia over which the Event, including the 19.7km Port to Pub and the Port to Pub 25km ultramarathon, will be conducted as published and updated from time to time on the Event Website;

Event Qualifying Requirements means the pre-requisites for entry as a Participant in the Event (that include the pre-requisites for entry as a Skipper and the separate pre-requisites for entry as a Swimmer in each of the Port to Pub and the Port to Pub 25km ultramarathon) as determined by the Organiser in its discretion;

Event Rules means the rules of the Event which can be accessed on the Event Website and are subject to change in the Organiser's discretion;

Event Website means the website at www.porttopub.com.au and any pages within that website;

Government Agency means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

Harm means physical or mental damage or injury, including death, personal injury, loss or damage (including property damage) both intentional and unintentional;

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Interested Parties means the Organiser, its shareholders, officers, employees and advisers together with any relevant Government Agency (including any port authorities, local councils and other public bodies), and any landholders, sponsors and suppliers in any way involved in the organisation or conduct of the Event;

Law means all acts and statutes (of the State of Western Australia or Commonwealth of Australia) enacted and all regulations, by-laws, requisitions or orders made under any Law from time to time;

Marine Rules mean all statutes, regulations, by-laws, requirements and approvals (including conditions) under any applicable Law regulating the conduct of boating and recreational activities on or about the Event Course including the rules and regulations for safe boating and marine safety in Western Australian waters published by the Department of Transport from time to time; including the Western Australian Marine Act 1982 (WA), the Navigable Waters Regulations 1958 (WA) and the Fair Trading (Product Information Standard) Regulations 2005 (WA);

Non-Adult Participant is defined in clause 4(b);

Organiser means Port to Pub Pty Ltd ABN 11 603 209 623;

Other Participant means any other person for whom You complete the online registration as a member of Your Crew subject to clause 5;

Paddler means a person operating a Ski who is supporting a Participant in the Event;

Participant means a person participating in the Event as a Swimmer, Paddler, Skipper or Support Crew on the Vessel;

PFD means a personal flotation device that is worn by a Paddler whilst participating in the Event;

Ski means a canoe, kayak, surf ski or any other similar craft that is propelled by paddle or otherwise by the movements of a seated person operating the craft;

Skipper means a person in charge of a Vessel;

Skipper Briefing means the compulsory briefing for Skippers to be conducted by the Organiser on 10 March 2025 (or any other dates notified by the Organiser on the Event Website or otherwise in writing);

Solo Swimmer means a Swimmer that is participating in the Event as an individual only;

Support Crew means any person providing assistance to Your Crew on the Vessel during the Event;

Swimmer Tow Float means an inflatable safety device in the form approved by the Organiser

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from time to time attached by cord to the waist of the Swimmer and trailed behind for visibility purposes;

Swimmer means a person competing in the Event as a swimmer (whether as a Solo Swimmer, as part of a Duo or in a Team of Four or Team of Six);

Tandem Solo Swimmers mean two Solo Swimmers that share a Vessel throughout the Event and satisfy the conditions as defined in clause 3(e);

Team means a Team of Four or a Team of Six;

Team of Four means a team of four Swimmers competing together in the Event;

Team of Six means a team of six Swimmers competing together in the Event;

Terms means these terms and conditions for entry into the Event that include an exclusion of liability, indemnity and risk acknowledgment (including any amendments made by the Organiser subject to clause 15);

You and Your means:

- (a) the person completing the online registration personally (or by a parent or guardian on their behalf where the Participant is under the age of 18 years) or as an authorised agent for and on behalf of an Other Participant (subject to clause 5); and
- (b) each Participant;

and in each case, the person's heirs, executors and administrators;

Your Crew means You, each Swimmer and each Participant with You or supporting You in the Event as part of a discrete crew; and

Vessel means a motorboat which is used to support a Swimmer to participate in the Event.

2. Acknowledgement

Nothing in these Terms is intended to:

- (a) exclude, restrict or modify any right or remedy You have in statute or otherwise to the extent that right of remedy cannot be excluded, restricted or modified under law, including the Australian Consumer Law (**ACL**);
- (b) limit or exclude Port to Pub's liability to the extent that the loss or damage arises from Port to Pub's gross negligence, fraud, criminal conduct or wilful misconduct; or

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- (c) require any indemnity You provide us to extend to losses caused by Port to Pub's gross negligence, fraud, criminal conduct, or wilful misconduct.

3. Event Qualifying Requirements

- (a) Entry in this Event by You and Your Crew is subject to the Event Qualifying Requirements. You must not submit an online registration unless You and each member of Your Crew meet the relevant Event Qualifying Requirements (as applicable). The Organiser may reject any online registration where the Organiser is not satisfied in its reasonable discretion that You or any Participant in Your Crew do not meet the relevant Event Qualifying Requirements (for Swimmers, being the minimum age requirements and Qualifying Swim requirements for Solo Swimmers).
- (b) **Solo Swimmers** - The Event Qualifying Requirements for participation as a Solo Swimmer in the Event are set out in the table below. If You are participating in the Event as a Solo Swimmer You must provide the Organiser with proof in a form acceptable to the Organiser in its reasonable discretion that You meet the Event Qualifying Requirements set out below:

Event	Minimum Age	Qualifying Swim
Port to Pub 25km Ultramarathon Solo Swimmer	14 years (subject to clause 4(b))	10km under 3 hours and 45 minutes within a 1-year timeframe prior to the date of the Event. OR Solo Rottnest Channel crossing (Port to Pub or Rottnest Channel Swim (RCS)) or similar distance swim completed in the last 2 years.
Port to Pub 19.7km Solo Swimmer	14 years (subject to clause 4(b))	10km under 4 hours and 15 minutes within a 1-year timeframe prior to the date of the Event. OR Solo Rottnest Channel crossing (Port to Pub or RCS) or similar distance swim completed in the last 2 years.

- (c) **Duos/Teams of Four or Six** - If You are participating in the Event in a Duo or in a Team, by agreeing to these Terms You warrant that You meet the relevant Event Qualifying Requirements set out in the table below (and You must, if requested by the Organiser, provide the Organiser with proof in a form acceptable to the Organiser in its reasonable discretion that You meet the Event Qualifying Requirements):

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Event	Minimum Age	Qualifying Swim
Port to Pub 19.7km Duo	14 years (subject to clause 4(b))	Recommended only - 2.5km within a 1-year timeframe prior to the date of the Event. OR Rottnest Channel solo or duo crossing (Port to Pub or RCS) or similar distance swim completed in the last 2 years.
Port to Pub 19.7km Team of Four	14 years (subject to clause 4(b))	Recommended only - 1.25km within a 1-year timeframe prior to the date of the Event.
Port to Pub 19.7km Team of Six	13 years (subject to clause 4(b))	Recommended only - 1.25km within a 1-year timeframe prior to the date of the Event.

- (d) Your Crew must be supported by a Vessel and Skipper that comply with the Event Qualifying Requirements. The Vessel must have Your Crew's registration number stickers affixed to each side of the Vessel in a visible location, unless Your Crew is supported by two Vessels in which case each Vessel must have at least one sticker affixed to it in a visible location.
- (e) Subject to this clause, a Vessel may only support one Team, one Solo Swimmer or one Duo participating in the Event. A Vessel may support Tandem Solo Swimmers subject to the satisfaction of the following conditions or as otherwise agreed in writing with the Organiser:
- (i) each Tandem Solo Swimmer is also supported by their own Paddler or each Tandem Solo Swimmer is also supported by a shared Paddler but each Tandem Swimmer is wearing a Swimmer Tow Float; and
 - (ii) the Tandem Solo Swimmers must stay within the length of the Support Boat apart from each other at all times while on the Event Course; and
 - (iii) for the 5km starting loop of the 25km Ultramarathon Event, Tandem Solo Swimmers must have at least one Paddler accompanying them, who must escort them the entire loop and assist in meeting up with the Support Boat.
- (f) Solo Swimmers are required to be supported by a Paddler or as an alternative may instead use a Swimmer Tow Float. For the avoidance of doubt, a Solo Swimmer may alternate between using a Paddler and wearing the float. Solo Swimmers using Swimmer Tow Floats must have the float attached to them at all times when not escorted by a Paddler. The Swimmer Tow Floats must be attached by cord to the waist of the Swimmer and trailed

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behind; they must not be used as a flotation device. The Solo Swimmer's race number and an emergency contact number must be written on the float in permanent marker pen.

- (g) Your Crew (other than where Your Crew consists of a Solo Swimmer or a Tandem Solo Swimmer) must be supported by a Paddler. The Ski being operated by the Paddler must have Your Crew's registration number stickers affixed to each side of the Ski in a visible location. Paddlers must wear a PFD.
- (h) The Event Qualifying Requirements for participation as a Skipper for Your Crew in the Event are that:
 - (i) the Skipper has read and understood the Marine Rules and that the Vessel used by the Skipper satisfies the requirements of the Marine Rules for participation in the Event;
 - (ii) the Vessel used by Your Skipper is not less than 5 metres and not more than 12 metres in length, provided that if the Vessel is greater than 10 metres but not more than 12 metres in length then it must stay south of the channel and of the main fleet and must be supported by a tender vessel. Tenders should be 3.1 metres or less in size with a motor not exceeding 5hp (anything over that size is required to be registered with the Port to Pub in the entry). Tenders also need to carry necessary safety equipment, including a marine radio, and comply with the Marine Rules (and in the event a tender vessel is so used, the person in control of that tender vessel must satisfy all the requirements of a Skipper under these Terms and must comply with these Terms in respect of the tender vessel as if that person is a Skipper under these Terms); and
 - (iii) the Skipper holds all Authorisations required by Law to operate the Vessel, including, but not limited to, a current recreational skipper's ticket (or an interstate equivalent if the Skipper has not been in Western Australia for more than 3 months) and any such licence is not provisional or restricted or subject to disqualification or suspension for any reason.
- (i) It is recommended that each Skipper is a member of the Fremantle Volunteer Sea Rescue Group, but this is not compulsory.

4. Registration, warranties, and acknowledgements

- (a) By participating in the Event You acknowledge that You have carefully read and understood the Terms and agree to be bound by them (whether or not You comply with clause 4(d)(1)).
- (b) You warrant that You and each member of Your Crew are 18 years or older or, if on the date of the Event You or a member of Your Crew are under the age of 18 years (**Non-Adult Participant**), then:
 - (i) a parent or guardian must agree to be bound by these Terms on the Non-Adult Participant's behalf by reading, accepting and signing (in the manner approved by the

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Organiser from time to time) the Parent/Guardian consent which is located on the Event Website; and

- (ii) the Non-Adult Participant must be supervised by an adult at all times during the Event.
- (c) You warrant that:
 - (i) the information You have provided to the Organiser or that has been provided to the Organiser about You on Your behalf in the online registration is true and correct;
 - (ii) You and each member of Your Crew meet any applicable Event Qualifying Requirements;
 - (iii) You and each member of Your Crew are and will be on the date of the Event in an appropriate physical and mental condition to participate in the Event;
 - (iv) You have the legal capacity to acknowledge, understand and agree to these Terms; and
 - (v) You will not use a false name or impersonate another person in the online registration or in relation to the Event generally.
- (d) You acknowledge and agree that:
 - (i) by clicking the "I AGREE" button on an electronic copy of these Terms that will be provided to You as part of the online registration or by email following online registration that You have read, understood and agreed to be bound by these Terms; and
 - (ii) in any event, by participating in the Event You will be bound by these Terms (even if You fail to click the "I AGREE" button on an electronic copy of these Terms or if the Organiser does not receive confirmation that You have done so).

5. Registering another member of Your Crew

- (a) If You complete the online registration for another member of Your Crew (**Other Participant**), You warrant that:
 - (i) You are authorised to do so and that each Other Participant is 18 years or older, or if on the date of the Event, an Other Participant is under the age of 18 years, that:
 - (A) You are authorised by a parent or guardian of the Other Participant to register the Other Participant as a Participant; and
 - (B) You will procure a parent or guardian of the Other Participant to agree to be

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bound by these Terms on the Participant's behalf by printing out and providing a signed copy of the Parent/Guardian consent which is located on the Event Website to the Organiser at the address shown on the Event Website or at the Event Briefing.

- (b) If You complete the online registration for an Other Participant, You agree that You will invite each Other Participant to join Your Crew by following the process outlined on the 'Register Now' platform and procure that each Other Participant agrees to these Terms by clicking on the "I AGREE" button on an electronic copy of these Terms that will be sent electronically to each Other Participant following online registration. In accordance with clause 4(d)(ii), You also acknowledge and agree that You and the Other Participant will be bound by these Terms even where the Other Participant does not click the "I AGREE" button on an electronic copy of these Terms or the Organiser does not receive confirmation that the Other Participant has done so, but otherwise participates in the Event.
- (c) If You complete the Online Registration for an Other Participant, You indemnify and hold harmless any Interested Parties to the fullest extent permitted by Law from and against all actions, claims, proceedings, demands, liabilities, losses, damages (including indirect and consequential loss), Harm, expenses, costs (including legal costs on a full indemnity basis) whatsoever that may be incurred, as a direct or indirect result of any breach of warranties provided by You or on Your behalf under these Terms or any failure to comply with Your obligations under these Terms.

6. Registration changes

- (a) Your Event registration must be completed by 28 February 2025 (or such other date and time determined by the Organiser).
- (b) No changes to Your Event registration relating to a change of Participants may be made after 11 March 2025 (or such other date and time determined by the Organiser), except where a proposed new Participant attended the Event Briefing (where the proposed new Participant will not be a Skipper) or Skipper Briefing (where the proposed new Participant will be a Skipper) and provides the Organiser with written confirmation of such attendance.
- (c) Changes to Your Event registration (including changes to the Participants) may only be made by logging on to the Race Roster Website using Your or Your Crew's individual Event registration reference code and following the prompts.
- (d) You acknowledge and agree that no amendment may be made to an Event registration that would result in:
 - (i) a person who does not meet any applicable Event Qualifying Requirements participating in the Event;
 - (ii) a Non-Adult Participant participating in the Event unless the Organiser has received

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the Parent/Guardian consent which is located on the Event Website signed (in the manner approved by the Organiser from time to time) by a parent or guardian of that Non-Adult Participant agreeing to be bound by these Terms on the Non-Adult Participant's behalf; and

- (iii) any person participating in the Event who has not signed and provided to the Organiser a signed copy of these Terms or has otherwise accepted these Terms in a manner advised by, or acceptable to, the Organiser.
- (e) You acknowledge and agree that any changes to Your Event registration will not result in any part of the Event Fee that has been paid being refunded by the Organiser.

7. Payment and refunds

- (a) You must pay, or arrange payment of, the Entry Fee in full during the online registration by going to or arranging for a member of Your Crew to go to the Race Roster Website and following the prompts.
- (b) The Entry Fee varies depending upon the capacity in which You participate in the Event and the time at which payment is made and can be calculated according to the following table:

Sub-Event	Event Fees		
	Early Bird: 6 - 20 Nov 2024*	Standard: 21 Nov 2024 - 23 Feb 2025*	Late: 24 - 28 Feb 2025*
25km Ultramarathon	\$420	\$450	\$480
Solo	\$400	\$430	\$460
Duos	\$670	\$700	\$740
Team of Four	\$1280	\$1320	\$1400
Team of Six	\$1920	\$1980	\$2050

*Registration closes at 11:59pm AWST on the final day indicated in each pricing term

- (c) You acknowledge and agree that You (or Your Crew or any member of Your Crew) are not entitled to any refund of the Entry Fee where You withdraw (or Your Crew or any member of Your Crew withdraws) from the Event at any time or are unable to participate or compete in the Event for any reason including where You (or any member of Your Crew) are incapacitated or declared medically unfit for any reason.
- (d) The Organiser does not guarantee that the Event will take place at the date or the time stated on the Event Website (or elsewhere) and reserves the right to delay the date or the starting time of the Event, to alter the duration of the Event or any proposed Event activities, to modify cut-off times, or to cancel or abandon the Event at any time in its reasonable discretion, including where circumstances occur beyond the reasonable control of the

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Organiser such as (but not limited to) shark sightings, bad weather, strong and dangerous currents and swells or other safety or security or public health concerns.

- (e) Where the Event is delayed, altered, cancelled or abandoned in any circumstance, the Organiser will use reasonable endeavours to notify You as soon as is practicable and You agree that no refund of the Event Fee is payable to any person and that neither You nor any member of Your Crew will have any claim for damages or loss of any kind against any of the Interested Parties.
- (f) The Organiser is not obliged to ensure Participant items are distributed to all Participants.

8. Conduct

- (a) As a condition to participating in the Event, You must ensure that:
 - (i) You satisfy the relevant Event Qualifying Requirements;
 - (ii) You are in an appropriate physical and mental condition to participate in the Event taking into account Your level of general health, physical fitness, any physical or medical condition, physical and mental stamina and likelihood of fatigue;
 - (iii) You are present at the Event Briefing (if You are a Participant that is not a Skipper) or the Skipper Briefing (if You are a Skipper) which will be conducted at the time and place specified by the Organiser (it being acknowledged that Skippers are encouraged to attend the Event Briefing in addition to the Skipper Briefing);
 - (iv) You have effected and maintained adequate insurance to cover any and all injuries and loss or damage to Your property that occurs or may occur during the Event. You acknowledge that property damage or bodily injury occurring in connection with You or Your Crew's Vessel and its use is the Skipper's responsibility. You understand that it is strongly recommended that all Vessel owners and operators have board/hull public liability cover insurance to protect against claims in this regard, and that You should seek professional advice on the adequacy of Your insurances; and
 - (v) You do not participate in the Event while under the influence of alcohol or drugs.
- (b) If You participate as a Swimmer in the Event, it is a condition to your participation in the Event that You ensure that:
 - (i) You are experienced in swimming in open water conditions that include strong and dangerous currents and swells, rips, seaweed, reefs, channels and other unexpected water environments that include water that is very cold, sandy and difficult to swim in; and

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- (ii) You understand that in addition to the usual risks involved in swimming in open water conditions the high concentration of Participants means that You will be exposed to additional risks of injury from other Participants and Vessels.
- (c) If You participate as a Paddler in the Event, it is a condition to your participation in the Event that You ensure that:
 - (i) You are a strong and experienced Paddler and are experienced in paddling in open water conditions that include strong and dangerous currents and swells, rips, seaweed, reefs, channels and other unexpected water environments;
 - (ii) if You are dislodged from Your Ski, You will be capable of swimming in open water conditions that include strong and dangerous currents and swells, rips, seaweed, reefs, channels and other unexpected water environments that include water that is very cold, sandy and difficult to swim in; and
 - (iii) You understand that in addition to the usual risks involved in paddling in open water conditions the high concentration of Participants means that You will be exposed to additional risks of injury from other Participants and Vessels.
- (d) If You participate as Skipper during the Event, You are responsible for ensuring that:
 - (i) You hold any licence, permit or Authorisation (including but not limited to a recreational skipper's ticket) required by Law or the Marine Rules (or that is otherwise desirable to hold) to skipper the Vessel and that licence, permit or Authorisation is not provisional or restricted or subject to disqualification or suspension for any reason;
 - (ii) the Vessel will be seaworthy and capable of carrying the number of passengers of Your Crew and undertaking the operations required to participate safely in the Event;
 - (iii) without limiting the operation of clause 8(d)(ii), the maximum number of passengers on the Vessel (including You) at all times must not exceed the number permitted under the Marine Rules relevant to the Vessel;
 - (iv) You have sufficient experience in being in charge of the Vessel in conditions similar to the Event (that will include heavy traffic and swimmers in the water, requiring a high degree of Vessel control and navigational ability); and
 - (v) You, and any person assisting You, comply with the Marine Rules at all times.
- (e) You agree:
 - (i) to attend the Event Briefing (if You are a Participant that is not a Skipper) or the Skipper Briefing (if You are a Skipper) and to comply, and procure compliance by each member of Your Crew, with any additional directions for participation in the Event given by the

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Organiser at either the Event Briefing or the Skipper Briefing or published on the Event Website (it being acknowledged Skippers are encouraged to attend both the Event Briefing and the Skipper Briefing);

- (ii) without limiting clause 8(e)(i), that the Organiser may exclude You or any member of Your Crew from participation in the Event where:
 - (A) a Skipper from Your Crew does not attend the Skipper Briefing;
 - (B) at least one Paddler or one Swimmer from Your Crew (or a Solo Swimmer) does not attend the Event Briefing; or
 - (C) the Organiser does not receive on or before the Event Briefing (or any later date determined by the Organiser in its absolute discretion) confirmation that each member of Your Crew has agreed to these Terms by clicking on the "I AGREE" button on an electronic version of these Terms that will be provided to each member of Your Crew as part of the online registration or by email following online registration;
- (iii) that no Participant who is under 18 years of age at the date of the Event will be allowed to participate unless the Organiser has received a copy of the Parent/Guardian consent which is located on the Event Website signed (in the manner approved by the Organiser) by a parent or guardian of the Participant; and
- (iv) to promptly comply with, and procure that each member of Your Crew complies with, all Event Rules and directions given by the Organiser during the conduct of the Event (including, without limitation, any direction given by the Organiser to exit the water during the conduct of the Event or cease participating in the Event). You acknowledge that any failure to comply with the Event Rules or a direction from the Organiser (which includes a direction from any on-water safety personnel engaged by the Organiser or any authority) may result in Your or Your Crew's disqualification from the Event and prohibition from future Events for a period determined by the Organiser in its reasonable discretion.
- (f) You acknowledge that to the extent that there are no inconsistencies with these Terms or any directions of the Organiser, the Event will be generally governed in accordance with the Open Water Swimming Rules of World Aquatics which can be found on the World Aquatics website <https://www.worldaquatics.com/rules/competition-regulations>. These Terms apply to the extent of any inconsistency with the Open Water Swimming Rules of World Aquatics.
- (g) You and each member of Your Crew must not engage in any conduct that may cause Harm to another Participant or their property, or in any criminal activity, bad language or other antisocial behaviour that will interfere with the conduct of the Event or damage the reputation of the Event or the Interested Parties.

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- (h) The Organiser reserves the right, in its reasonable discretion, to refuse to allow You or members of Your Crew to participate in the Event or to require You or members of Your Crew to immediately withdraw from the Event and leave an Event venue at any time if You and/or members of Your Crew commit a material breach of these Terms, or otherwise where the Organiser reasonably determines it is in the best interests of the Event or the Interested Parties to do so, and in any such case You and each member of Your Crew will have no claim against the Organiser or the Interested Parties for any Harm You or members of Your Crew may suffer and You will forfeit all Entry Fees.
- (i) You acknowledge that the Swimmer(s) in Your Crew must complete the Event by 5pm on 15 March 2025 (or such other date and time determined by the Organiser) and that if the Swimmer(s) in Your Crew have not completed the Event by that time the Swimmer(s) in Your Crew must cease participating in the Event, ensure all of Your Crew (including Paddlers) leave the water and must comply with all directions of the Organisers in respect of the Event.

9. Risks

- (a) You acknowledge that attending or participating in the Event involves inherent risks that may result in You suffering Harm. These risks include, but are not limited to:
 - (i) exposure to a range of marine life including sharks, sting rays, seals and other marine creatures including jellyfish and stingers that may cause Harm to You including death or life-threatening injuries;
 - (ii) exposure to dangerous ocean conditions that may cause Harm including heavy swell, tides, rips, currents, reefs, channels, and other ocean conditions that are unexpected and unpredictable;
 - (iii) accidents (and resulting Harm) arising from exposure to inclement or extreme weather or ocean conditions;
 - (iv) collisions (and resulting Harm) involving Vessels, Skis, marine life, persons or property;
 - (v) acts of violence and other harmful acts (whether intentional or inadvertent) committed by Participants or persons attending, or encountered during the Event (and resulting Harm);
 - (vi) the mechanical unreliability or failure or unsuitability for Event conditions of Your Vessel or Ski during the Event (and resulting Harm);
 - (vii) dangerous conditions for Participants during the Event (and resulting Harm) caused by the number of Swimmers, Paddlers, Skis or Vessels in close proximity or unpredictable ocean conditions;
 - (viii) lack of event services or equipment to ensure the safety of persons or property during

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- the Event (and resulting Harm);
- (ix) accidents (and resulting Harm) caused by Your fatigue or the fatigue of other Participants; and
 - (x) the conduct of the Event in a remote location in ocean waters with limited or no access to medical facilities and assistance, telecommunications services and emergency services and equipment (and resulting Harm).
- (b) If You participate in the Event as the Skipper of the Vessel for Your Crew, You acknowledge that You are ultimately responsible for the safety and welfare of each member of Your Crew during the Event and that You are responsible for determining whether it is safe to continue or whether You and Your Crew should withdraw from the Event at any time.
- (c) If You are not the Skipper for Your Crew, then You acknowledge that the Skipper for Your Crew, is ultimately responsible for Your safety and welfare and the safety and welfare of each member of Your Crew during the Event and You agree to abide by the directions of the Skipper for Your Crew including any determination by the Skipper for Your Crew to withdraw from the Event at any time.

10. Medical treatment

- (a) You consent to receive and pay for any medical treatment (including without limitation, ambulance or emergency transportation and the administration of any medication) which is considered by the Organiser in its reasonable discretion to be advisable or necessary before, during or after the Event and agree to indemnify and keep indemnified the Interested Parties for all costs (including legal costs on a full indemnity basis), claims, expenses and liability associated with this medical treatment.
- (b) Where You receive medical treatment before, during or after the Event (at the request of or in consultation with the Organiser), You agree to provide a copy of Your medical records for that medical treatment to the Organiser's insurers upon request.
- (c) If You receive medical treatment before, during or after the Event, You consent to the Organiser providing to persons giving You such medical treatment any medical information about You that the Organiser has received in connection with Your participation in the Event (including in the online registration process).

11. Exclusion of liability

- (a) To the fullest extent permitted by Law (including but not limited to section 139A of the Competition and Consumer Act 2010 (Cth) and section 5J of the Civil Liability Act 2002 (WA)) the Interested Parties and their volunteers exclude all liability (including in relation to any warranty or guarantee) arising from any loss or damage suffered by You or any member of Your Crew in connection with the Event. This exclusion applies without limitation including

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in respect of any loss or damage to property and 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 You or Your Crew 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 consumer guarantees under the ACL or arising under any Law or due to negligence by any of the Interested Parties or for breach of contract or arising in any other way whatsoever.

- (b) To the extent any liability of the Organiser cannot be excluded under applicable Law, the Organiser's maximum aggregate liability to You or any member of Your Crew under, in relation to, or in connection with these Terms or participation in the Event is limited to an amount not exceeding the Entry Fees paid by You or Your Crew in connection with the Event.
- (c) Nothing in this document excludes, limits or modifies the application of the ACL, or any other applicable Law or the exercise of any rights or remedies conferred by the ACL or any other applicable Law where to do so would contravene the ACL.

12. Indemnity

You indemnify and hold harmless Port to Pub Pty Ltd and its agents, officials, contractors, volunteers, the Port to Pub Committee, Department of Transport, Fremantle Port Authority, Fremantle Marine Rescue/Fremantle Volunteer Sea Rescue Group, Rottnest Island Authority, Fremantle Surf Life Saving Club, Floreat Life Saving Club and their officers and swim officials (Interested Parties) to the fullest extent permitted by Law, from and against all actions, claims, proceedings, demands, liabilities, losses, damages (including indirect and consequential loss), expenses, costs (including legal costs on a full indemnity basis) whatsoever that may be incurred, as a direct or indirect result of Your participation in the Event and/or participation in the Event of any member of Your Crew.

13. Privacy

- (a) By entering into these Terms, You agree that You have read, understood and agreed to be bound by the Organiser's privacy policy (accessible on the Event Website)
- (b) You consent to the Organiser collecting and using Your name and each member of Your Crew's names on the Event Website for promotional and fundraising purposes to the extent permitted by Law.
- (c) You consent to photographs and electronic images being taken of You and each member of Your Crew before, during and after the Event by the Organiser or an official representative of the Organiser or a party appointed by the Organiser and agree that such photographs and electronic images are owned by the Organiser. You agree that photos taken at the Event of You and each member of Your Crew can be used in advertising and promotional material (including on social media) for the Organiser or in connection with the Event (or events

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similar to the Event in subsequent years) provided that all images will reflect behaviour that is appropriate and will meet community standards of acceptable dress and deportment and will not contain Your personal details (or the personal details of members of Your Crew), and the Organiser will remove those photos were requested by You.

14. Cancellation of the Event

You agree that the Organiser may in its reasonable discretion cancel, suspend or postpone the Event at any time before or during the conduct of the Event and if that occurs, neither You nor any member of Your Crew will have any claim for damages or loss of any kind against the Interested Parties, including that neither You nor any member of Your Crew will be entitled to a refund of the Entry Fee in whole or in part. If the Organiser elects to cancel, suspend or postpone the Event, the Organiser will use reasonable endeavours to notify You as soon as is reasonably practicable.

15. Amendment of terms

You acknowledge that the Organiser may amend these Terms at any time, in its sole discretion, but must notify You where an amendment is important and will impact detrimentally on You in a material respect. You agree that the Organiser can notify You in respect of any such amendment by sending an email to the email address included in the online registration process.

16. Previous disclaimers

To the extent there is any inconsistency, these Terms replace all previous terms and conditions in relation to the Event.

17. Severance

If any provision of these Terms is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

18. Public health

You must follow Federal Government, Federal or State Health Department and State Public Health Orders or directions relevant to Western Australia before, during and after the Event.

19. Risk Warning and Acknowledgement

(a) Your participation in the Event involves risk. The risks involved may result in property loss or damage and personal injury to You or members of Your Crew (including death). Prior to participating in the Event, You should ensure You and each member of Your Crew are aware

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of all of the risks involved, including those risks associated with any health condition You or any member of Your Crew may have. You and each member of Your Crew acknowledge, agree, and understand that participation in the Event including the services provided by the Interested Parties may involve risk.

- (b) You and each member of Your Crew freely and voluntarily assume all risks associated with participating in the Event including the risks described in clauses 9 and 19(a) and acknowledge that Your participation in the Event is entirely at Your own risk and that You and any member of Your Crew may withdraw from the Event at any time.
- (c) You and each member of Your Crew also acknowledge that the risk warning in this clause 19 constitutes a 'risk warning' in accordance with relevant Law including the Civil Liability Act 2002 (WA).
- (d) **WARNING:** If You and the members of Your Crew participate in the Event Your rights (and the rights of each member of Your Crew) to sue the Interested Parties if You (or any member of Your Crew) are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on these Terms.

20. Sharing details

- (a) You consent to Port to Pub sharing the following details provided by You with the Rottnest Channel Swim Association (**RCSA**) for the purposes of assisting the RCSA perform its functions including holding the annual Rottnest Channel Swim, improving ongoing safety, and maintaining a record of successful channel swim crossings for Solo Swimmers for the purposes of determining and recording RCSA membership:
 - (i) name of the Swimmer;
 - (ii) where the Swimmer has swum as part of a Duo or a Team, the name of the Duo or Team;
 - (iii) in the case of a Solo Swimmer, the date of birth of the Swimmer;
 - (iv) in the case of a Solo Swimmer, an email contact address;
 - (v) the time taken for the Solo Swimmer, the Duo or Team to undertake the crossing;
 - (vi) the Skipper; and
 - (vii) details of any sanction given in the Event to the Swimmer(s) in Your Crew or any other member of Your Crew.



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- (b) Without limiting the above, You acknowledge and agree that the details of any Swimmer, Skipper or Supporter of a Swimmer who is banned or sanctioned from the Port to Pub Event, will be provided to the RCSA to enable the RCSA to make a determination on whether it will preclude that Swimmer, Skipper, or Supporter from participating in the Rottnest Channel Swim Event.