

# TASTING AUSTRALIA WAITERS' RACE 2026 – TERMS AND CONDITIONS

The Tasting Australia Waiters' Race ("Event") is an event organised by the South Australian Tourism Commission ("SATC") (ABN 80 485 623 691), located at Level 9, 250 Victoria Square/Tarntanyangga, Adelaide South Australia 5000. The Event is a fun community event designed to bring together members of the food and wine industry and create enjoyment and entertainment for competitors and spectators.

## Conditions of Entry

*These Conditions of Entry relate to the expression of interest process.*

- The Event will take place at 3:30 PM on Sunday 17 May 2026.
- Registrations into the Event are accepted from all cafes, hotels, bars and restaurants in South Australia for employees working as a professional, apprentice or trainee.
- A venue may enter a maximum of two waiters (or other hospitality staff) to compete in the Event. If an entry is accepted into the Event, it is the venue's responsibility to ensure that the correct number of competitors attend the Event (i.e. by organising replacement competitors, as required).
- Registrations are required to the SATC by close of business (5.00pm) on Friday 1 May 2026 ("**Closing Date**").
- There is a limit on the number of competitors in the Event. Competitors that meet these Conditions of Entry will be able to be selected to compete in the Event.
- Competitors must be over the age of 18.
- The SATC will confirm by Monday 4 May 2026 via email if an entry has been accepted into the Event.
- SATC may, at its discretion, extend the Closing Date by updating the webpage.
- The SATC collects, uses, discloses and handles personal information for the purpose of conducting the Event. The SATC will manage all personal information pursuant to the SATC's consumer information Privacy Policy Statement which can be found here <https://tourism.sa.gov.au/privacy-statement>. The Privacy Policy Statement sets out how the SATC collects, holds, uses, and discloses personal information in relation for the purposes listed above. You can gain access to, update or correct any personal information held by the SATC by contacting the SATC Privacy Officer at [SATC.privacy@sa.gov.au](mailto:SATC.privacy@sa.gov.au).

## Conditions of Race

*These Conditions of Race relate to the rules of the Event (for accepted applicants)*

1. All competitors must wear a classic outfit of a white top and black bottoms and suitable closed-toe footwear for the Event.
2. The SATC will assign every competitor a race number to be worn on the back during the race.
3. All competitors must attend the briefing that will be held 30 minutes before the race begins at Good Neighbour in Tasting Australia Town Square, Victoria Square/Tarntanyangga. The SATC reserves the right to remove competitors from the Event if they fail to attend this briefing.
4. Each competitor will be given a tray with a set number of items on it.
5. The tray must be held with **one hand only** with the other hand clearly away from the tray. If the competitor's items start to wobble, the competitor may come to a stop, reset, and start walking again.
6. Competitors are permitted to use two hands to steady the tray **only** at a complete stop or for no more than two paces whilst coming to a stop. We will be watching!
7. No running is permitted. Only walking at pace is permitted.
8. Competition advisors around the course have the ability to provide time penalties to competitors if they are seen not adhering to the Conditions of Race.
9. The winner will be the first competitor past the finish line with all items still upright on their tray and no spillage. The judges' decision is final.
10. Competitors consent to the recording and use of their image and voice for publicity purposes by the SATC.
11. The SATC reserves the right to cancel the Event at any time for any reason, including, but not limited to, inclement weather, and SATC will not be liable for any loss or damage that arises in connection with the cancellation of the Event.
12. The SATC will take all reasonable measures to ensure the Event is conducted in a safe manner and may disqualify competitors who are deemed in the reasonable discretion of SATC to be acting in a manner that poses a safety risk.
13. All competitors must be in good health and medically and physically fit and able to participate in the Event. It is recommended that you seek medical advice from a qualified medical practitioner if you have pre-existing conditions. Management of any medical conditions or injuries is the sole responsibility of competitors (e.g. an inhaler for asthma).
14. Competitors should ensure hydration and nutrition in the lead up to the Event as appropriate for the nature of Event.
15. All competitors are required to sign a Risk Warning, Disclaimer and Indemnity Form if they would like to participate – refer to Annexure A. **The SATC encourages you to read the Risk Warning, Disclaimer and Indemnity Form ahead of time.**
16. The SATC reserves the right to amend these Conditions of Race at any time if such amendments are required to address issues relating to safety, the law or the successful operation of the Event. The SATC will provide notice by posting the updated Conditions of Race on its website. It is the responsibility of the competitors to check for updates ahead of the Event.

## Annexure A

### TASTING AUSTRALIA 2026 WAITERS' RACE

### RISK WARNING, DISCLAIMER, AND INDEMNITY FORM

#### EXCLUSION OF LIABILITY, RELEASE & INDEMNITY

I acknowledge that there are risks associated with my participation in the activity which includes but is not limited to the following: (a) my own actions or inactions; (b) trip hazards; (c) spillages; (d) inadequate equipment; (e) collision and contact with other participants or objects; (f) actions or inactions of participants and/or spectators; (g) weather conditions; and (h) injury however so caused.

If you do not wish to be exposed to such risks, then you should not participate in the activity.

In exchange for being able to attend or participate in the activity, I agree:

- to release SATC and the entities from all liability for: (a) my death; (b) any physical or mental injury or illness and (d) any other damage or loss caused to you;
- to indemnify and hold harmless and keep indemnified the SATC and the entities to the maximum extent permitted by law in respect of any claim by any person; and
- to attend at or participate in the activity at my own risk.

I understand that:

- nothing in this document excludes, restricts, or modifies any rights that I may have because of significant personal injury that is caused by the reckless conduct of the SATC and the entities as the supplier of the activity/recreational services;
- nothing in this document prevents the SATC and the entities from relying on any laws (including statute and common law) that limit or preclude their liability; and
- nothing in this document excludes any term or guarantee which under statute cannot be excluded; however, the liability of the SATC and the entities is limited to the minimum liability allowable by law.

#### Waiver

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the Australian Consumer Law (which is schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you. If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the SATC in relation to the SATC's services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

#### Form 1—Recreational services—Exclusion, restriction or modification of rights under the Australian Consumer Law (SA) Your rights:

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services), there is—

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

#### Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict

or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

#### Important:

You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier.

#### Agreement to exclude, restrict or modify your rights:

I agree that the liability of SATC and the entities for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

#### RULES OF PARTICIPATION

I agree to follow any rules and/or directions set by SATC in connection with the activity and understand that if I fail to comply with any such rules or directions, I will not be permitted to participate or to continue to participate in the activity.

I confirm that I am physically fit and that I am capable of participating in the activity and have not been advised otherwise by a qualified medical practitioner that I should not participate in the activity.

#### PRIVACY STATEMENT

I acknowledge and am informed that:

- SATC will collect personal information about me if I sign this Risk Warning, Disclaimer and Indemnity form in accordance with the SATC Privacy Statement <https://www.tourism.sa.gov.au/privacy-statement>; and
- I can gain access to, and seek correction of, this personal information by contacting the SATC Privacy Officer at [satc.privacy@sa.gov.au](mailto:satc.privacy@sa.gov.au).

#### DEFINITIONS

**activity** means performing or participating in any capacity, in the official Waiters' Race as part of Tasting Australia 2026;

**claim** means and includes any action, suit, proceeding, claim, demand, or cause of action however arising including but not limited to negligence, BUT does NOT include a claim under a SATC insurance policy by any person expressly entitled to make a claim under that insurance policy;

**conduct** includes any act or omission;

**entities** means event organisers/promoters/managers, land owners/managers/administrators/licensees, state governments and insured listed in SATC's public/product/professional indemnity insurance policies and each of their related bodies corporate (including their related bodies corporate) and each of their organisations and agencies, officers/president/directors/executives, employees, servants, agents, partners, providers, representatives, commissions, committees, advisers, trustees, councils, panels, shareholders, volunteers, officials, appointees, delegated bodies and sponsors;

**personal injury** means bodily injury and includes: (a) mental and nervous shock; and (b) death;

**reckless**—a person's conduct is reckless if the person: (a) is aware, or should reasonably have been aware, of a significant risk that his or her conduct could result in personal injury to another; and (b) engages in the conduct despite the risk and without adequate justification;

**recreational services** mean (unless otherwise defined in this document) services that consist of participation in: (a) a sporting activity; or (b) a similar leisure time pursuit or any other activity that: (i) involves a significant degree of physical exertion or physical risk; and (ii) is undertaken for the purposes of recreation, enjoyment, or leisure.

Further information about your rights can be found at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au);

**SATC** means South Australian Tourism Commission (ABN: 80 485 623 691) a statutory corporation pursuant to the South Australian Tourism Commission Act 1993 (SA) of Level 9 250 Victoria Square/Tarntanyangga, Adelaide SA 5000; and **supplier** means the SATC.

**DECLARATION**

I accept the conditions of, and acknowledge the risks arising from, attending, or participating in the activity being provided by SATC and the entities. I agree to comply with all policies, rules, regulations, and directions of SATC and the entities in relation to this activity.

I have read, understood, acknowledge, and agree to the above including the exclusion of statutory guarantees, warning, and assumption of risk, release, and indemnity:

	Signature	Name	Date
<b>Participant</b>			

