



## TERMS AND CONDITIONS OF THE NEUROBLASTOMA AUSTRALIA RUN2CURE LOCAL 2020

Due to the COVID-19 crisis, Neuroblastoma Australia Incorporated (ABN 74 173 375 414) (**NBA**) has created its first virtual event called Run2Cure Local (**Virtual Event**). NBA is organising the Virtual Event with support from Multi-Sport Timing, other service providers, volunteers and Event sponsors (NBA and those persons, together, the **Virtual Event Organisers**).

By registering for the Virtual Event, I agree to the following terms and conditions for and in respect of myself (**Primary Entrant**) and each other person that I enter into the Virtual Event by buying him or her registration for the Virtual Event, including any minors or team members (**Secondary Entrants**) (**Primary Entrants** and **Secondary Entrants** are both referred to below as **Entrants**):

**1. Entries, Fees and Donations.** The Virtual Event Organisers may offer discounted Virtual Event registration fees at its discretion. To the full extent permitted by law, all entries are non-transferable and registration fees are non-refundable except as follows:

(a) a Primary Entrant may make a request for a refund for their or a Secondary Entrant's registration fees prior to 23<sup>rd</sup> August 2020 where the relevant Entrant (or another Entrant responsible for that Entrant's supervision and wellbeing) is no longer able to participate in the Virtual Event for a medical reason supported by a medical certificate. To make a request, please notify NBA via email at [info@nb.org.au](mailto:info@nb.org.au); and (b) to the extent that a refund or transfer is required to be offered under the Australian Consumer Law.

Registration fees will be processed by Register Now and fundraising donations and fees will be processed by Go Fundraise and then passed to NBA.

Donations and funds raised will go to leading research institutes to support research into neuroblastoma as well as to support the work of the charity NBA.

To the full extent permitted by law, donations are **non-refundable**.

**2. Assumption of Risks and Conditions of Participation:** Each Entrant acknowledges and agrees as follows:

(a) Entrants must walk and/or run with care and take all reasonable measures to protect themselves and others from the risks of participation in the Virtual Event, including through social distancing and hygiene measures.

(b) Entrants accept all responsibility for their own travel and medical insurance and for payment and/or reimbursement of reasonable medical/surgical expenses incurred on their behalf, if any.

(c) **WARNING: participation in the Virtual Event involves the real risk of serious injury, illness or risk of death**, from various causes including over-exertion, slippery or uneven surfaces, obstacles and trip hazards, dehydration, accidents with or transmission of disease due to close proximity to other persons, e.g. road users, and the impact of weather conditions, just to name a few. Injuries may include injuries from falls such as broken bones, sprained muscles, injuries to ligaments, cartilage or other soft tissue, as well as blisters, cuts and abrasions. Injuries may also arise from exertion, including heart attack, fainting and loss of consciousness. Illness may include the onset or exacerbation of respiratory conditions. Each Entrant (or, for minors, their parent or legal guardian) has voluntarily read and understood this warning and accepts the inherent risks of the Virtual Event. Entrants also acknowledge that there may be risks that are not known or reasonably foreseeable at this time.

(d) To the best of each Entrant's knowledge, they are not suffering from symptoms and/or a condition which would prevent and/or render them unfit to participate in the Virtual Event, or put the health or safety of other persons in their vicinity at risk. Each Entrant recognises the difficulties and risks of participating in the Virtual Event

and confirms that they are physically fit to compete safely, have trained sufficiently and have not been advised by a qualified medical practitioner not to participate in the Virtual Event.

- (e) To the full extent permitted by law, each Entrant enters into and participates in the Virtual Event at their own sole risk.
- (f) Entrants are responsible for all personal items or other property they bring with them or leave elsewhere during participation in the Virtual Event, and their own data and devices. To the fullest extent permitted by law, the Virtual Event Organisers are not responsible for these items, property or data, or for any loss or damage to it.
- (g) Entrants agree to conduct themselves in a courteous, reasonable and law-abiding manner during participation in the Virtual Event. In particular, Entrants undertake to comply with all applicable regulations, by laws and rules of the Australian Sports Anti Doping Agency (ASADA) in relation to the Virtual Event, and all applicable laws, regulations, directions and current guidelines relating to COVID-19 or public health that are applicable in the State or Territory where the Entrant is located. Entrants also agree to abide by the directions and decisions of any law enforcement and public health officials who they encounter whilst participating in the Virtual Event.
- (h) Entrants are responsible for organising their own walk or run and if, the Entrant is organising a team, the Entrant will advise all team members of all known risks of participation including those described in this clause 2.
- (i) Entrants understand that the Virtual Event is scheduled to take place during the COVID-19 pandemic and, as such, Entrants must check laws, regulations, directions and public health guidelines in effect in their location and ensure they comply with them. Entrants agree not to proceed with the Virtual Event and not to organise or participate in a team to the extent that this would breach local laws, regulations, directions or public health guidelines in effect in their location.

**3. Liability, release and indemnity.** To the full extent permitted by law:

- a) the Entrant releases and discharges the Virtual Event Organisers and their directors, officers, employees, volunteers, contractors, agents and representatives (together, **Relieved Persons**) from all liability (whether arising in negligence or other tort, contract, under statute or otherwise) for any loss, damage, penalty, cost or expense suffered or incurred by the Entrant in relation to their attendance at and participation in the Event, including in relation to death, illness and personal injury (this means that, except to the extent the law requires otherwise, Entrants cannot make claims described in this clause against the Relieved Persons);
- b) if any claim is commenced, including without limitation in relation to personal injury or illness, property damage or wrongful death, arising from the Entrant's attendance at or participation in the Event, the Entrant must indemnify and hold harmless the Relieved Persons from such claims and any and all loss, damage, injury, penalty, cost or expense in connection with them (this means that, except to the extent the law requires otherwise, Entrants must protect the Relieved Persons from, and reimburse them for, any claims described in this clause);
- c) each Entrant understands and agrees that, to the full extent permitted by law:
  - i) each Relieved Person excludes all liability for damage for any harm (including but not limited to personal injury, illness or death, damage to property and economic loss and whether direct, indirect, special or consequential) from a failure to exercise reasonable care and skill, regardless of whether the claim is brought in tort (including in negligence), in contract, under statute or otherwise, where such liability results from breach of an express or implied warranty that recreation services will be rendered with reasonable care and skill (this means that Entrants cannot claim against the Relieved Persons in relation to the loss and damage described in this clause in relation to recreation services supplied by the Relieved Persons);
  - ii) each Relieved Person excludes all liability in connection with the supply of those services by them for death; physical or mental injury; the aggravation, acceleration or recurrence of a physical or mental injury; the contraction, aggravation or acceleration of a disease; and the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual, that is or may be harmful or disadvantageous

to the individual or community, or that may result in harm or disadvantage to the individual or community, resulting from a failure of a Relieved Person to supply recreational services in compliance with an applicable statutory consumer guarantee (this means that Entrants cannot claim against the Relieved Persons in relation to the matters described in this clause because of the Relieved Persons' failure to supply recreational services: (A) with due care and skill, (B) that are fit for purpose, and/or (C) within a reasonable time);

iii) except for any non-excludable statutory consumer guarantees, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred in fact, by statute, custom, or the general law that would impose any liability or obligation on Relieved Persons and which may lawfully be excluded are excluded; and

iv) except to the extent the law requires otherwise, none of the Relieved Persons will be liable to Entrants or any other person in contract, tort (including negligence) or otherwise for any loss, damage, cost or expense of any kind (including direct, indirect or consequential losses, damages, costs and expenses) suffered or incurred by Entrants or any other person in connection with Event; and

d) the provisions in clauses 3(a) to (c) do not apply to the extent that the loss, damage or other harm suffered or incurred by the Entrant is caused by the reckless conduct of the relevant Relieved Person(s).

**4. Media release.** Each Entrant consents to the publication and/or use in any form of media whatsoever of the Entrant's name, race result, image, voice, statement or otherwise, including the publication of the Entrant's names and/or event results and applicable age brackets in /or on NBA's marketing materials/website without payment or compensation. On behalf of any Secondary Entrant, the Primary Entrant similarly consents to the use of their name (first name only for minors), race results, image, voice, statement or otherwise and applicable age bracket being used to promote the Virtual Event in any form of the media without payment or compensation.

**5. Privacy and personal information.** Each Entrant consents to personal information of the Entrant being provided to NBA, Register Now, Go Fundraise and Multi-Sport Timing, and other organisers/sponsors/partners of the Virtual Event. Each Entrant consents to receiving regular emails, newsletters or SMS updates from the Virtual Event Organisers and their partners to keep them informed about the Virtual Event and their activities including marketing initiatives and other fundraising events for cancer.

**6. Cancellation and Delay/Postponement.** NBA reserves the right to cancel, delay or postpone the Virtual Event for health or safety concerns due to the COVID-19 pandemic or otherwise where NBA considers the Virtual Event cannot go ahead as planned as a result of something beyond the reasonable control of NBA, including without limitation bad weather or bad weather warnings, governmental restrictions or interventions, lightning and accidents. Where such cancellation, delay or postponement occurs, all Entrants' entry fees will be dealt with as set out in clause 1 of these terms and conditions and Entrants must not proceed with the Virtual Event. Notification of the cancellation, delay or postponement will be made via email, Facebook and/or NBA's website. Any profit will go to neuroblastoma research and NBA. To the full extent permitted by law and except to the extent the Australian Consumer Law requires otherwise, Entrants acknowledge and agree that they will have no claim against the Virtual Event Organisers for any loss, damage, penalty, costs or expenses suffered or incurred as a result of or in connection with such cancellation, delay or postponement.

**7. Registering Under 18s.** The Primary Entrant warrants (promises) in respect of each Secondary Entrant who is under 18 years old that the Primary Entrant: (a) is over 18 years of age, (b) is the Secondary Entrant's parent or legal guardian, (c) will be totally responsible for the Secondary Entrant's welfare, safety and well-being throughout the Virtual Event, and (d) if the Secondary Entrant is under 12, will ensure that the Secondary Entrant will not be left unattended at any time during the Virtual Event. The Primary Entrant acknowledges that the Virtual Event Organisers do not agree to assume responsibility for the welfare, safety and well-being of minor Secondary Entrants and that those Secondary Entrants are not under the Virtual Event Organisers' care at any time.

**8. Registering Secondary Entrants.** The Primary Entrant confirms that: (a) they are the duly authorised agent/attorney for all Secondary Entrants; (b) they are authorised to and do agree to these terms and conditions for

and on behalf of the Primary Entrant and all Secondary Entrants; and (c) all Secondary Entrants over the age of 15 have been informed of all the matters in these terms and conditions and, to the extent that they have legal capacity to do so, those Secondary Entrants agree to these terms and conditions.

**9. General provisions.** These terms and conditions are governed by New South Wales law. If a provision of these terms and conditions is invalid or unenforceable in a jurisdiction: (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and (b) that will not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions. To the full extent permitted by law, these terms and conditions are the entire agreement of the parties about their subject matter and supersede all other agreements, representations, negotiations, arrangements, understandings and communications.

If you wish to opt-out of receiving communications from the Virtual Event Organisers and their partners please email [info@nb.org.au](mailto:info@nb.org.au).

