

Event Terms and Conditions – Daffodil Day Dip in August 2024

Terms of Participation

Thank you for applying to participate in the Daffodil Day Dip in August 2024 (the **Event**). All references to the Event in these terms is a reference to all other activities associated with the Event, whether they are held before, during or after the Event. You participate in the Event at your own risk and subject to these Terms and Conditions of participation and other documents provided to you in your welcome pack. It is your responsibility to comply with all legal requirements relating to this fundraising event and you are responsible for obtaining your own insurance coverage as you consider appropriate for participation in the Event. By participating in the Event, you are accepting these Terms and Conditions, the **Fundraising Guidelines** and our **Privacy Collection Statement** and agree to comply with them. By registering on behalf of someone else, you undertake to inform them of these Terms and Conditions.

If you are under the age of 18, you must ensure that these Terms and Conditions are accepted by your parent or guardian on your behalf. Where relevant these Terms and Conditions will also apply to donors and supporters of participants.

The **Event Period** is the period in which any fundraising activity associated with the Event takes place, including participation in the Event itself.

Cancer Council reserves the right, in its absolute discretion, to accept or refuse any applications for entry into the Event and disqualify entries if it considers such action to be appropriate. We may change these terms and conditions from time to time, without notification.

Youth Participants

If you are under the age of 18 (**Youth Participant**), you must ensure that these Terms and Conditions are accepted by your parent or guardian on your behalf. If you are registering on behalf of a Youth Participant, you agree to these Terms and Conditions in your own right and on behalf of the Youth Participant. All references to “You” and “Your” in these Terms and Conditions refer to both the Youth Participant and their parent or guardian.

Participation in Fundraising Events by Children Under 15 Years of Age

To participate in the Event, children under 15 years of age must:

1. be at least 8 years of age at the time of registration;
2. have the explicit consent of their parent or guardian to participate at the time of registration;
3. be accompanied/supervised by their parent or guardian (the **Supervisor**) during the Event Period and any associated fundraising activities; and
4. not participate:
 - a) for more than 4 hours on a school day;
 - b) for more than 6 hours on a non-school day;
 - c) after 8:30pm on a non-school day when the following day is a school day;
 - d) for more than five days in a week;
 - e) before 6.30am or sunrise, whichever is the later, if participating outdoors; and
 - f) after sunset or 6pm, whichever is the earlier, if participating outdoors.

The Supervisor must ensure that during the Event Period:

1. they maintain ongoing contact and proximity to the child appropriate to the child's age;
2. the child is provided with appropriate food and water or other nutritious drink;
3. the child is adequately clothed and protected for the weather conditions;
4. the child does not enter a private dwelling if soliciting door-to-door;
5. the child does not solicit from a person in a motor vehicle; and
6. they accompany the child home after the Event, unless the child is more than 12 years of age.

Risk Notice

You understand and agree that you participate in the Event at your own risk.

The Event may involve inherent risks of harm associated with physical exertion. Some of those risks are injury due to slippery or uneven surfaces, obstacles, trip hazards, overcrowding, collision with objects or people and the effects of heat, cold, dehydration and exhaustion.

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, and bites, stings or other injuries caused by water creatures and other animals around the Event area. Injuries may also arise from exertion, including heart attack, fainting and loss of consciousness. By proceeding with your application to enter the event, you understand and accept that the risks of participation in the event are increased if you choose to participate in costume, using props, or if your movement is restricted or you are not a competent walker.

Participation in the event in a public place where people are present also increases your risk of exposure to and contraction of communicable disease(s), including but not limited to COVID-19.

You acknowledge that the above is not an exhaustive list of all risks inherent in your participation in the event and that there may be risks that are not known or reasonably foreseeable at this time.

You warrant that you are in proper physical and mental condition and have no known medical conditions or disabilities that may be incompatible with your safe participation in the event. You understand that Cancer Council recommends that you consult a doctor before participating in the event, particularly if you have ever experienced medical conditions that may make it dangerous for you to participate in the event.

Regardless of whether you have consulted a doctor, you agree that by participating in the Event, you are aware of the risks involved and you voluntarily assume those risks.

You understand that Cancer Council has not obtained personal accident insurance or any other insurance covering your participation in the Event and it is your responsibility to obtain any and all insurance which is appropriate for that purpose.

You assume all risk to both you and your property during the event.

Exclusion and Limitation of Liability

To the extent permitted under the Civil Liability Act 2002 (NSW) ("CLA"), Cancer Council excludes liability for damages for harm resulting from breach of an express or implied warranty that the services will be rendered with reasonable care and skill.

You understand and agree that, to the extent permitted by law, Cancer Council and any event sponsor (and any of their directors, officers, employees, volunteers, agents and representatives) exclude all liability for damages for any harm (including but not limited to personal injury or death, damage to property and economic loss and whether direct, indirect, special or consequential) to the extent caused by your 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 the services will be rendered with reasonable care and skill.

You understand and agree that to the maximum extent permitted by law:

- all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on Cancer Council or the Event sponsors (or their directors, officers, employees, volunteers, agents and representatives) are excluded (including consumer guarantees to the extent such exclusions are permitted under the law);
- neither Cancer Council nor any of the Event sponsor (nor any of their directors, officers, employees, volunteers, agents and representatives) will be liable to you 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) (Loss) suffered or incurred by you or any other person in connection with the Event, except to the extent the Loss is caused by Cancer Council's reckless conduct (as that term is defined in the Competition and Consumer Act 2010 (Cth)) or any malicious, criminal or fraudulent acts; and
- in any circumstances where the above exclusions (or any of them) are held by a Court to be ineffective or unenforceable for any reason whatsoever, Cancer Council's liability to you and to any other person is limited (at its option) to re-supplying, repairing, or replacing the service or the payment of the cost of supplying the service to you again.

Section 139A of the Competition and Consumer Act 2010 (Cth) ("CCA") permits a term of a contract for the supply to a consumer of recreational services, to exclude liability of the supplier for the death and personal injury arising from the failure to comply with a guarantee provided in sections 60 to 62 of the Australian Consumer Law (ACL).

You understand and agree that, to the extent permitted by section 139A of the CCA, Cancer Council and any event sponsor (and any of their directors, officers, employees, volunteers, agents and representatives) excludes all liability in connection with the supply of recreational services for:

1. death;
2. physical or mental injury;
3. the aggravation, acceleration or recurrence of a physical or mental injury;
4. the contraction, aggravation or acceleration of a disease; and
5. 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 Cancer Council or any event sponsor (or any of their directors, officers, employees, volunteers, agents and representatives) to comply with a guarantee in sections 60-62 of the ACL.

This exclusion of liability does not apply where significant personal injury is caused by the reckless conduct of Cancer Council or any event sponsor.

Release and Indemnity

You fully and irrevocably exclude and release Cancer Council and all event sponsors, as well as their directors, officers, employees, volunteers, agents and representatives, from all liability for any loss, damage, cost or expense (whether in negligence, contract, under statute or otherwise) suffered by you as a consequence of:

- your involvement in the Event, including in relation to death and personal injury;
- in connection with or in respect of any breach of these Terms and Conditions; and
- in connection with the publication or distribution of any material or information you supply to us.

If any claim, including in relation to personal injury, property damage or wrongful death arising from your participation in the Event is commenced, you agree to indemnify and hold harmless Cancer Council and all the event sponsors, as well as their directors, officers, employees, volunteers, agents and representatives, from any and all loss, damage, cost or expense in connection with such claim. Your liability under this indemnity is reduced to the extent that the loss or damage arises out the gross negligence, fraud, criminal conduct or wilful misconduct of the Cancer Council, or its directors, officers, employees, volunteers, agents and representatives.

Public venue and persons giving directions

Where you participate in the event on premises or property made available for the general public and community events, you agree to comply with all rules and regulations, including all traffic and road laws, that may apply to that jurisdiction, premises or property. You also agree to follow the directions of anyone authorised to give directions whilst you are on the said premises or property.

Event Behaviour

You agree to show respect for other participants in the event, and at all times, to be considerate of others. You agree to abide by the rules concerning activities, coarse language, privacy, and noise. You acknowledge and agree that the event is a non-smoking event.

Public Health Management

You agree to adhere to all public health rules and regulations notified to you by your local, state or federal Government, other regulatory body, Event organiser or the Event venue.

Photographic Consent

You acknowledge that in the course of the event, photographs, Images or film may be taken of you, either alone or in group shots with others. You agree to the use of your image in these photographs, Images or film and for their use on Cancer Council publications or websites in the future. You agree that Cancer Council may use your name in conjunction with any photographs or Images of you. You also agree that the photographs or film may be used by third party media organisations in connection with the publicity and reporting of the Event publicly.

If you share, post or upload photos or videos (“Images”) to the event website, or tag or link Cancer Council in such content on social media, you consent to the following:

1. Cancer Council has permission to use, distribute, modify, display and create derivative works from the Images in promotional collateral and on Cancer Council websites, publications and on any other medium now or in the future in perpetuity. You waive any right to review or approve any uses of the Images.
2. where you, or any of the subjects appearing in the Images, are identified or identifiable in the Images, you give Cancer Council permission to identify you and the other subjects by name.
3. you agree the Images may also be used by Cancer Council Australia and other State and Territory Cancer Councils that are members of Cancer Council Australia (Cancer Council Affiliates).
4. you are not entitled to any remuneration or compensation from Cancer Council or the Cancer Council Affiliates for the Images.

You also confirm that:

1. you are the creator and the copyright owner of any Images you share, post or upload to the event website, or tag Cancer Council or the event in on social media, and
2. you have the permission or consent of all persons who are captured and identifiable in the Images you provide to Cancer Council (including parental consent if the subject is under the age of 16).

You understand that any content and Images that you share, post or upload on our website may be crawled and stored by web services such as search engines, social media platforms or archiving tools. Cancer Council is not responsible for removing information stored by third parties.

We may change these Terms and Conditions from time to time, without notification.