



## **TERMS AND CONDITIONS OF THE NEUROBLASTOMA AUSTRALIA RUN2CURE 3<sup>rd</sup> APRIL 2022**

By registering for the Neuroblastoma Australia Run2Cure fun runs and walk (the Event), I agree to the following terms and conditions for and in respect of myself and each other person that I enter into the Event by buying him or her a ticket to enter into the Event, including any minors (Entrants):

### **Registration**

1. I warrant in respect of each minor under 18 years that I register in an Event that I am over 18 years of age and I am the minor's parent or legal guardian and that I will be totally responsible for his or her welfare, safety and well-being throughout the Event and agree that they will not be left unattended at any time during the Event. If I do not attend the Event I will arrange for the minors that I have registered to be accompanied at all times by an adult who I acknowledge and agree will be totally responsible for their welfare, safety and well-being throughout the Event and agree that they will not be left unattended at any time during the Event. I acknowledge that the organisers of the Event disclaim all responsibility for the welfare, safety and well-being of minors I have registered and are not under their care at any time. I agree that if I have registered a minor under the age of 12 to participate in the 1k, 2k, 3k, 5k or 10k Fun Walk/Run that I will (or will arrange another adult to) accompany each minor which I have registered at all times during the participation in the Fun Walks/Runs and during the Event, with the exception of the 3k and 5k if they are running as part of a school team.
2. If I am registering any other person in the Event (whether a minor or adult) I certify that I am the duly authorised agent/attorney for that Entrant. I certify that I have read this document and fully understand the terms and conditions contained herein and as agent/attorney I am authorised to and do hereby agree to these terms and conditions for and on behalf of all persons registered as Entrants.

### **Registration Fees**

3. All entries are non-transferable and non-refundable unless a request for a refund is made prior to 25<sup>th</sup> March 2022 for a medical reason supported by a medical certificate. To make a request please notify Neuroblastoma Australia via email to [info@nb.org.au](mailto:info@nb.org.au).
4. All registration fees and donations will be processed by Neuroblastoma Australia through its Paypal or Stripe account. Donations and funds raised will go to the registered charity Neuroblastoma Australia (ABN 74 173 375 414) and help support research into neuroblastoma. Donations are non-refundable. There is an option to also cover transaction fees that Neuroblastoma Australia is charged and these fees would be added to your donation.

### **Fundraising**

5. I understand fundraising for Neuroblastoma Australia is optional but an objective of the Event. Donations can be made online via the Run2Cure website and will be processed through the charity's Stripe or Paypal account. Donations over \$2 are tax deductible and a receipt will be provided. I acknowledge these donations are non-refundable.
6. I understand there are fundraising incentives which may be awarded to individuals for their fundraising. The incentive prizes do not have to be accepted and can be donated back to Neuroblastoma Australia. The incentive prizes need to be collected at the event or postage will be charged to the Entrant.

7. I understand if I want to hold a fundraising event to help generate more fundraising for Neuroblastoma, I need to contact Neuroblastoma Australia to be granted Authority to Fundraise and I would need to organise my own insurance and comply with the fundraising regulations in my State of Territory of Australia.

### **Competing in the Event**

8. I acknowledge and agree as follows:
- (a) Entrants participate in the Event entirely at his or her own risk.
  - (b) Entrants will take all reasonable measures to protect him or herself from the risks of participation.
  - (c) Entrants accept all responsibility for travel and medical insurance and for payment and/or reimbursement of medical/surgical expenses incurred on his or her behalf.
  - (d) Entrants acknowledge that the Event involves the real risk of serious injury or risk of death, from various causes including but not limited to over-exertion, dehydration, accidents with other competitors, spectators and road users and weather conditions. Each Entrant (or his or her parent or legal guardian) has voluntarily read and understood this warning and accept the inherent risks of the Event.
  - (e) To the best of each Entrant's knowledge, he or she is not suffering from a condition, which would prevent and/or render them unfit to participate in the Event. Each Entrant recognises the difficulties of participating in the Event and attests that he or she is physically fit to compete safely, have trained sufficiently and have not been advised by a qualified medical practitioner not to compete in the Event. Each Entrant agrees that he or she enters into the Event at his or her own sole risk.
  - (f) Entrants are responsible for all property brought to the Event sites. Entrants acknowledge that Neuroblastoma Australia and O2 Events accept no responsibility for any loss or damage to this property. Entrants consent to the conduct of identity verification checks, security checks (which may include inspecting my personal property) prior to entry to and departure from the Event sites.
  - (g) Entrants undertake to comply with all applicable regulations, by laws and rules of the Australian Sports Anti Doping Agency (ASADA) in relation to the Event. Entrants will walk and/or run with care and take all reasonable measures to protect themselves from the risks of participation. Entrants agree to abide by the directions and decisions of the officials, and other representatives of Neuroblastoma Australia and O2 Events.

### **Disclaimer and Liability**

9. In consideration of Neuroblastoma Australia accepting the application to enter the Event, I agree that :
- a) Each Entrant hereby releases, discharges and forever holds harmless the organisers of the Event including without limitation Neuroblastoma Australia and O2 Events (and their directors, officers, employees, volunteers, contractors, sponsors and / or agents) from any action, suit, proceeding, claim, demand, damage, penalty, cost or expense and from any liability (to the extent permitted by law) for or as a result of any loss, injury, death or damage suffered by an Entrant in relation to his or her attendance and participation at the Event, how so ever caused, including any claim or liability which arises due to any negligence of Neuroblastoma Australia, and O2 Events (and / or their directors, officers, employees, volunteers, contractors, sponsors and / or agents); and
  - b) Each Entrant indemnifies and will keep indemnified Neuroblastoma Australia and O2 Events, (and/or its directors, officers, employees, volunteers, contractors, sponsors and/or agents) in respect of any action, suit, proceeding, claim, demand, damage, penalty, cost or expense by any person and from any liability arising as a result of or in connection with his or her participation at the Event and/or a breach of these terms and conditions.

## Media

10. I consent to the publication and/or use in any form of media whatsoever of each Entrant's name, race result, image, voice, statement or otherwise, including the publication of Entrant's names and/or event results and applicable age brackets in /or marketing materials/website without payment or compensation. On behalf of any minor I enter into the Event, I consent to the use of their first name only, race results, image, voice, statement or otherwise and applicable age bracket being used to promote the Event in any form of the media without payment or compensation.

## Cancellation of Event

11. If the Event is cancelled for safety concerns or otherwise as a result of something beyond the reasonable control of Neuroblastoma Australia and O2 Events, including without limitation strong winds, heavy rain, lightning and accidents, I accept that all Entrant's entry fee will be non-refundable. Notification of the cancellation will be sent via email or SMS to those who have provided valid addresses and numbers. The event will not be rescheduled. Any profit will go to Neuroblastoma Australia. I acknowledge Entrants will have no claim against Neuroblastoma Australia and O2 Events for any loss or damage suffered as a result of such cancellation.
12. If the event is cancelled due to COVID-19 then a credit to Run2Cure 2023 will be offered through a coupon code in early 2023. If you are unwell due to COVID-19 you will be provided with a full refund. You need to advise the event organisers [info@run2cure.org.au](mailto:info@run2cure.org.au) before the 3rd April 2022.

13. **Covid-19 Safe Plan** (subject to change and additional measures in line with Government Advice)

Participants will be assigned to a wave where there is a limited number of people and started in stages to maintain safe distancing.

Participants will have access to hand sanitiser.

The event area will be laid to ensure spacing is in line with the Government stipulations, where applicable.

Contact will be reduced where it is feasible to do so.

Participants will be advised not to attend if they have been in contact with anyone with COVID, come back from overseas travel within 48 hours or are feeling unwell.

14. I confirm I have read the Covid 19 Safe Plan and I agree to the terms and will adhere to measures stipulated which are in place to protect the well-being of all participants, staff and volunteers.

## Consent to Receive Communications

15. I consent to the personal information of each Entrant being provided to Neuroblastoma Australia and O2 Events, and other organisers/sponsors/partners of the Event.
16. I consent to each Entrant receiving regular emails, newsletters or SMS updates from the Event organisers/sponsors/partners to keep them informed about the Event and their activities including marketing initiatives and other fundraising events for cancer.
17. If you wish to opt-out of receiving communications from Neuroblastoma Australia and organisers/sponsors/partners of the Event please email [info@nb.org.au](mailto:info@nb.org.au)

