



## 1. DEFINITIONS

In these Terms:

"You" or "Your" means the person completing the online registration personally or on behalf of any other person (subject to paragraph 2 of these Terms);

"Event" means the Relay For Life event organised by the Organisers;

"Organisers" means Cancer Council Western Australia (ABN 15 190 821 561), its directors, officers, employees, agents, volunteers and contractors, together with the local government and all public bodies, landholders, sponsors and suppliers in any way involved in the organisation or conduct of the Event;

"Participant" means a person participating in the Event;

"School" means a school who registers a Participant under paragraph 2.3(b) of these Terms;

"Terms" means these Terms and Condition of Entry to the Event.

## 2. REGISTRATION

### 2.1 Registration generally

- (a) By completing the online registration to participate in the Event, You acknowledge that You have read the Terms and agree to be bound by them.
- (b) You warrant that the information You have provided to the Organisers is true and correct and that You will not use a false name or impersonate another person in the online registration or in relation to the Event generally.
- (c) The registration fee is not refundable in any circumstances including where you withdraw from the Event for any reason or where the Organisers cancel the Event under paragraph 6 of these Terms.

### 2.2 Registration of another person

If You register another person to participate in the Event, You:

- (a) certify that You are authorised to do so (including where that person is under the age of 18 years, by the parent or guardian of that person);
- (b) certify that the person You are authorised to register has read, and agreed to be bound by, the Terms; and
- (c) grant an indemnity to the Organisers in respect of paragraphs 2.2(a) and 2.2(b).

### 2.3 Registration of children

If, on the date of the Event, the Participant is under the age of 18 years:

- (a) a parent, guardian or School must complete the registration process, including agreeing to be bound by these Terms, on the Participant's behalf;
- (b) where a School completes the registration process on a Participant's behalf, the School certifies to the Organisers that the Participant's parent or guardian has read these Terms and agrees to be bound by them and has consented to the Participant's presence at and participation in the Event;
- (c) the Participant must be supervised by a responsible adult at all times during the conduct of the Event.

### **3. CONDUCT**

- (a) The Participant is responsible for ensuring that he or she is in an appropriate physical and mental condition to participate in the Event and the Participant acknowledges that there are risks involved in participating in the Event including, but not limited to, over exertion, dehydration, injuries arising from exposure to extreme weather conditions, and accidents arising from poor visibility or interaction with other participants. The Participant agrees to assume all risks associated with entering into and participating in the Event and any associated activities.
- (b) The Participant agrees to promptly follow all directions given by the Organisers during the conduct of the Event.
- (c) During the Event, the Participant must not engage in any conduct that may be, or will result in, harm or damage to another participant or their property, or in any criminal activity, bad language or other antisocial behaviour.
- (d) The Participant agrees that dogs and other pets are not permitted at the Event, with the exception of guide dogs.
- (e) The Organisers reserve the right, in their absolute discretion, to refuse to allow the Participant to participate in the Event or to require the Participant to immediately withdraw from the Event if the Participant breaches these Terms, or otherwise where the Organisers determine it is in the best interests of the Event to do so.

### **4. INDEMNITY**

The Participant (and where the Participant is under the age of 18 years his or her parent or guardian on the Participant's behalf) releases and indemnifies the Organisers 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 by the Participant, as a direct or indirect result of participation in the Event including, but not limited to, as a result of a breach or non-performance of the Terms or any wrongful, wilful or negligent act or omission.

### **5. PRIVACY**

- (a) The Participant consents to the Organiser collecting and using the Participant's name on its website for promotional and fundraising purposes to the extent permitted by law.
- (b) The Participant agrees that photos taken at the Event can be used in advertising and promotional material for Cancer Council Western Australia provided that all images

taken of Participants who are under the age of 18 years will reflect behaviour that is appropriate and will meet community standards of acceptable dress and deportment and will not contain any personal details of the Participant, and Cancer Council Western Australia will remove those photos where requested by the parent, guardian or School referred to in paragraph 2.3(b).

## **6. CANCELLATION OF THE EVENT**

The Participant agrees that the Organisers may in their sole and absolute discretion cancel the Event at any time before or during the conduct of the Event and if that occurs, the Participant will have no claim for damages or loss of any kind against the Organisers.

## **7. AMENDMENT OF TERMS**

You acknowledge that the Organisers may amend these Terms at any time, in their sole discretion, but must notify a Participant where an amendment is important and will impact detrimentally on the Participant.