

## **STEP UP TO BREAST CANCER TERMS AND CONDITIONS**

### **1. Terms of Participation**

Thank you for registering to participate in Step Up to Breast Cancer in support of the National Breast Cancer Foundation (NBCF). The Challenge refers to any physical activity that you undertake while fundraising through the NBCF platform as part of the Step Up to Breast Cancer challenge. Any reference to the Challenge in these terms includes all associated activities, whether undertaken before, during, or after the Challenge.

Participation in Step Up to Breast Cancer is entirely at your own risk and is subject to these Terms and Conditions. You are solely responsible for assessing your own fitness, health, and physical and mental ability to safely undertake and complete the Challenge. You must ensure that the kilometre goal you select is appropriate for your current level of fitness, experience, and any medical conditions you may have. It is your responsibility to comply with all applicable laws, regulations, and any venue or location-specific rules related to your Challenge, and to obtain your own insurance coverage as you deem appropriate for participation in the Challenge. By participating in the Challenge, you accept these Terms and Conditions and agree to comply with them. If you are registering on behalf of someone else, you must inform them of these Terms and Conditions.

### **2. Youth Participants**

If you are under the age of 18 (Youth Participant), your parent or guardian must accept these Terms and Conditions on your behalf.

By registering on behalf of a Youth Participant, you agree to these Terms and Conditions both for yourself and the Youth Participant. All references to "You" and "Your" in these Terms and Conditions apply to both the Youth Participant and their parent or guardian.

[Youth Participants must be at least 12 years of age to participate in Step Up to Breast Cancer.] Youth Participants under the age of 16 must be accompanied by a parent or guardian at all times during the Challenge. Youth Participants are not permitted to undertake any Challenge that involves extreme physical exertion, hazardous conditions, or activities that pose a heightened risk of serious injury, including but not limited to ultra-endurance events, open water activities, activities at height, or any activity that would not be reasonably suitable for a person under the age of 18.

NBCF reserves the right, in its absolute discretion, to determine whether a Challenge is suitable for a Youth Participant and to refuse or cancel a Youth Participant's registration accordingly.

### **3. Risk Notice**

By participating in Step Up to Breast Cancer, you acknowledge and accept that participation is entirely at your own risk and that the Challenge may involve inherent risks, including the risk of serious physical and psychological injury, permanent disability, or death.

In particular, you acknowledge and accept all risks associated with the Challenge including, but not limited to, the risks of: physical overexertion; muscle strains, sprains, fractures, and broken bones; heat exhaustion, heat stroke, hypothermia, or dehydration; slip, trip, and fall accidents; exposure to the elements (including cold, heat, sun, wind, rain, and other weather conditions); hazardous terrain or environmental conditions; traffic and road hazards; wildlife encounters, bites, or stings; equipment failure or malfunction; heart attack, stroke, cardiac arrest, or other medical emergencies; and any other injury, illness, or condition arising from physical exertion or the environment in which the Challenge is undertaken.

By submitting your registration to participate in Step Up to Breast Cancer, you acknowledge and accept these risks, which may be heightened depending on the environment in which it is conducted, your level of fitness and experience, or any equipment, costume, or props you choose to use.

You acknowledge that the above list does not cover all the risks inherent in participating in Step Up to Breast Cancer, and there may be unknown or unforeseeable risks at this time. You confirm that you are in proper physical and mental condition and have no known medical conditions or disabilities that could interfere with your safe participation in the Challenge. You are solely responsible for assessing your own ability to safely undertake the Challenge and for ensuring that you have undertaken adequate training and preparation. You understand that NBCF strongly recommends consulting a medical practitioner before participating, especially if you have any pre-existing medical conditions, injuries, or disabilities that could make participation dangerous.

Regardless of whether you have consulted a medical practitioner, by participating in Step Up to Breast Cancer, you acknowledge and voluntarily assume all risks involved. You understand that NBCF has not obtained personal accident insurance or any other insurance for your participation in the Challenge, and it is your responsibility to secure any necessary insurance. You assume all risks to yourself and your property during the Challenge.

### **4. Challenge Preparation and Conduct**

You are responsible for ensuring that you are adequately trained and prepared for Step Up to Breast Cancer. You must use appropriate and properly maintained equipment, clothing, and safety gear suitable for the nature of your Challenge. You must comply with all applicable laws, regulations, by-laws, and any rules or requirements of the venue, location, or route at which the Challenge is conducted. You must not undertake any Challenge while under the influence of alcohol, drugs, or any substance that may impair your physical or mental capacity.

You are responsible for ensuring that you have access to adequate hydration, nutrition, first aid supplies, and communication devices as appropriate for the nature and duration of your Challenge. You must have a plan in place for responding to medical emergencies and must cease participation immediately if you experience any symptoms of illness, injury, or distress.

NBCF accepts no responsibility for the suitability, safety, or legality of any Challenge you undertake, and you acknowledge that NBCF has not assessed, approved, or endorsed the safety of your Step Up to Breast Cancer challenge.

### **5. Participation in Third Party events**

Where your Challenge involves participation in an event organised by a third party (including but not limited to commercial races or other sporting events), you must comply with all terms and conditions, waivers, safety requirements, and directions of the third-party event organiser.

You acknowledge that NBCF is not the organiser of, and has no control over, any third-party event, and NBCF accepts no responsibility or liability for the conduct, safety, organisation, or cancellation of any such event. Your participation in any third-party event is entirely at your own risk and subject to the terms imposed by the relevant event organiser, in addition to these Terms and Conditions.

### **6. Exclusion and Limitation of Liability**

To the extent permitted under State and Territory based civil liability laws, including:

- *Civil Liability Act 2002 (NSW);*
- *Civil Liability Act 2003 (QLD);*
- *Civil Liability Act 1936 (SA);*
- *Civil Liability Act 2002 (TAS);*
- *Civil Liability Act 2002 (WA);*
- *Wrongs Act 1958 (VIC);*
- *Personal Injuries (Liabilities and Damages) Act 2003 (NT);* and
- *Civil Law (Wrongs) Act 2002 (ACT),*

you acknowledge and agree that NBCF and any Step Up to Breast Cancer sponsor (including their directors, officers, employees, volunteers, agents, and representatives) exclude all liability for any harm (including but not limited to personal injury or death,

property damage, and economic loss, whether direct, indirect, special, or consequential) caused by your failure to exercise reasonable care and skill. This applies regardless of whether the claim is brought in tort (including negligence), contract, statute, or otherwise, where such liability arises from a breach of an express or implied warranty that the services will be provided with reasonable care and skill.

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

- All implied conditions, warranties, guarantees, rights, remedies, liabilities, or other terms that impose any liability on NBCF or the Step Up to Breast Cancer sponsors (including their directors, officers, employees, volunteers, agents, and representatives) are excluded.
- Neither NBCF nor any Step Up to Breast Cancer sponsor will be liable for any loss, damage, cost, or expense (including direct, indirect, or consequential losses) incurred in connection with the Challenge, except for losses caused by NBCF's reckless conduct or any malicious, criminal, or fraudulent acts.
- If any of these exclusions are deemed ineffective or unenforceable by a Court, NBCF's liability is limited to re-supplying, repairing, or replacing the service, or paying the cost of supplying the service 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, NBCF and any Step Up to Breast Cancer 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 NBCF or any

Challenge 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 NBCF or any Step Up to Breast Cancer sponsor.

## **7. Release and Indemnity**

You fully and irrevocably release NBCF and all Step Up to Breast Cancer sponsors, along with their directors, officers, employees, volunteers, agents and representatives, from any liability for any loss, damage, cost or expense (whether due to negligence, contract, statute or otherwise) that you may suffer as a result of:

- your participation in Step Up to Breast Cancer, including any death or personal injury;
- any breach of these Terms and Conditions; and
- the publication or distribution of any material or information you provide to us.

If any claim arises from your participation in the Step Up to Breast Cancer, including personal injury, property damage or wrongful death, you agree to indemnify and hold harmless NBCF and all the Step Up to Breast Cancer 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 is caused by gross negligence, fraud, criminal conduct or wilful misconduct of the NBCF, or its directors, officers, employees, volunteers, agents and representatives.

## **End User Licence Agreement for NBCF's Step Up to Breast Cancer App**

Subject to your compliance with these Terms & Conditions, we grant you a limited, non-exclusive, non-transferable (without the right to sublicense), revocable licence to download and use the Step Up to Breast Cancer mobile application (the "**App**") on the compatible mobile device that you own or control and solely for the purpose of accessing and receiving services in connection with the Step Up to Cancer campaign (the "**Permitted Purpose**"). This is an agreement between you and NBCF only. NBCF is responsible for the App and the content on the App.

Your mobile operating system provider has no obligation whatsoever to furnish any maintenance and support services with respect to the App. We are solely responsible for providing any maintenance and support services with respect to the App.

The App and all content, features, functionality, and underlying technology within it are and shall remain our exclusive property (or that of our licensors). All intellectual property rights in the App are reserved. Nothing in these Terms & Conditions transfers any ownership of intellectual property to you. You may not copy, modify, distribute, sell, reverse-engineer, disassemble, or create derivative works based on the App or any part of it.

You must not use the App for any purpose other than the Permitted Purpose, sublicense, transfer, or make the App available to any third party, or use the App in any manner that infringes our intellectual property rights or those of any third party.

You acknowledge that in the event of any third-party claim that the App, or your possession and use of the App, infringes that third party's intellectual property rights, we, and not your mobile device operating system provider, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

**Your use of the App is undertaken at your own risk. If you are dissatisfied with the App, your sole remedy is to discontinue use of the App.**

To the maximum extent permitted by law, we will not be liable for any loss or damage of any kind (including consequential loss), any loss of profits, indirect or incidental loss, or any loss, destruction or corruption of data howsoever caused, whether in contract, tort including negligence, statute or otherwise arising in connection with the App or the content on it. To the extent liability cannot be excluded and to maximum extent permitted by law, our aggregate liability to you shall not exceed the amount of AUD \$50.

Nothing in these Terms and Conditions is intended to exclude, restrict or modify rights which you may have under any law (including in Australia, the Australian Consumer Law) which may not be excluded, restricted or modified by these Terms and Conditions. If these Terms and Conditions and your use of the App is governed by the Australian Consumer Law, our liability to you for failure to comply with a consumer guarantee in respect of any services is limited to the re-supply of the services or payment for such re-supply.

The App is provided on an "as is" and "as available" basis. To the extent permitted by law, we disclaim all representations, guarantees, warranties, express or implied, in relation to the App, including warranties of merchantability or fitness for a particular purpose. Without limiting the foregoing, we do not warrant, guarantee or represent that: (a) the App or the content on it is always accurate, reliable or correct; (b) that the App will be available at any particular time or location, uninterrupted or secure; (c) that any defects or errors will be corrected; or (d) that the App is free of viruses or other harmful components.

In the event of any failure of the App to conform to any warranty set out in these Terms and Conditions, you may notify your mobile device operating system provider and they may refund the purchase price for the App to you and to the maximum extent permitted by applicable law, your mobile device operating system provider will have no other warranty obligation whatsoever with respect to the App.

You acknowledge that we and not your mobile device operating system provider are responsible for addressing any claims relating to the App, or your possession and or use of that App, subject to these Terms & Conditions and to the maximum extent permitted by law including, but not limited to: (i) product liability claims, (ii) any claims that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation.

**We reserve the right at any time and from time to time to modify, discontinue either temporarily or permanently the App, or any part thereof, for any reason. We disclaim any liability as a result of any discontinuance or interruption of the App.**

You may not download or export the App or any part thereof directly or indirectly into any country that is subject to a US Government embargo or that has been designed by the US Government as a “terrorist supporting” country or to anyone on any US Government list of prohibited or restricted parties.

Your mobile device operating system provider and its subsidiaries are third-party beneficiaries of these Terms & Conditions and, upon your acceptance of the terms of these Terms & Conditions, such third-party beneficiaries will have the right (and will be deemed to have accepted the right) to enforce these Terms & Conditions against you.

## **8. Modification and Cancellation**

NBCF reserves the right, in its absolute discretion, to modify, suspend, or cancel any Step Up to Breast Cancer activity, or to refuse, suspend, or revoke any participant's registration, at any time and for any reason, including where NBCF considers that the Challenge poses an unacceptable risk to the health or safety of the participant or any third party, or may bring NBCF into disrepute.

You must comply with any direction given by NBCF in relation to the conduct of your Challenge, including any direction to modify or cease the Challenge. NBCF will not be liable for any loss, damage, cost, or expense arising from the modification, suspension, or cancellation of a Challenge or the refusal, suspension, or revocation of a participant's registration.

We may update these Terms and Conditions from time to time without notice.