

## **CHALLENGE TERMS AND CONDITIONS**

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

Thank you for registering to participate in your own physical or endurance challenge (the Challenge) in support of the National Breast Cancer Foundation (NBCF). The Challenge refers to any physical activity, endurance event, or self-designed fitness challenge that you undertake while fundraising through the NBCF platform, whether organised by NBCF or designed by you. Any reference to the Challenge in these terms includes all associated activities, whether undertaken before, during, or after the Challenge.

Participation in the Challenge 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 Challenge 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 a Challenge.] 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 the Challenge, 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 the Challenge, you acknowledge and accept these risks, which may be heightened depending on the nature of the Challenge you undertake, 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 the Challenge, 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 the Challenge, 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 the Challenge you undertake. 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 design or undertake, and you acknowledge that NBCF has not assessed, approved, or endorsed the safety of your 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, organised rides, swims, 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 Challenge 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 Challenge sponsors (including their directors, officers, employees, volunteers, agents, and representatives) are excluded.
- Neither NBCF nor any Challenge 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 Challenge 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 Challenge sponsor.

## **7. Release and Indemnity**

You fully and irrevocably release NBCF and all Challenge 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 the Challenge, 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 Challenge, including personal injury, property damage or wrongful death, you agree to indemnify and hold harmless NBCF and all the Challenge 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.

## **8. Modification and Cancellation**

NBCF reserves the right, in its absolute discretion, to modify, suspend, or cancel any Challenge, 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.