

# Terms & Conditions for MDNSW Events (Including Virtual Events)

To the fullest extent permissible under law, including the Australian Consumer Law (**ACL**) under Schedule 2 to the Competition and Consumer Act 2010 (Cth) these terms and conditions (**Terms**) govern all events ("**MDNSW Event**" including any "**Virtual MDNSW Event**") run and operated by Muscular Dystrophy Association of NSW (**MDNSW**) ABN 11774587436 and each person ("**Attendee, Participant, You or Your**") who registers to participate in an MDNSW Event or is invited by MDNSW to attend an MDNSW Event.

You acknowledge that you have read and agree to be bound by these Terms upon either submitting your registration to MDNSW or attending or participating in an MDNSW Event.

If You intend on participating in an MDNSW Event and are under 18 years of age a parent or guardian must read these Terms and acknowledge and accept them on Your behalf.

These Terms and Conditions of Entry allow Muscular Dystrophy Association of NSW (MDNSW) ABN 11774587436 to operate the MDNSW Event. By registering to participate in the event you accept and agree to be bound by these entry terms.

## 1. REGISTRATIONS

All Participants are required to complete an entry form and pay the entry Fee. All the information supplied on the entry form must be correct.

Your Registration is subject to acceptance by MDNSW, which will be confirmed in writing (including but not limited to email) ("**In Writing**") after MDNSW has received Your fully completed Registration, the fee (if required) related to your registration ("**Fee**") and any required supporting documents. MDNSW may in its absolute discretion for any reason refuse to accept Your Registration.

MDNSW's preferred method of Registration is online. If You encounter difficulties with online Registrations, please contact us.

The Fee for the MDNSW Event is correct at the time of publication. MDNSW reserves the right to change the Fee at any time but changes will not affect Registrations which have already been confirmed In Writing by MDNSW.

## **2. CANCELLATION AND REFUNDS**

Your entry fees are not refundable if you change your mind or are no longer able to participate in an MDNSW Event.

Fees will not be refunded if You are denied access or removed from an MDNSW Event for any reason.

Any Registration entry is not transferable to another person or to a future MDNSW Event without the express permission or consent of MDNSW.

## **3. MDNSW'S RIGHTS**

MDNSW reserves the right at any time to:

- (a) change the format, participants, content, location and timing or any other aspect of an MDNSW Event;
- (b) postpone an MDNSW Event or any part of an MDNSW Event; or
- (c) cancel an MDNSW Event or any part of an MDNSW Event, and will not be liable for any damages, costs, losses or expenses of any kind incurred or suffered by You as a result of or in relation to MDNSW modifying, postponing or cancelling an MDNSW Event or any part of an MDNSW Event.

If an MDNSW Event is cancelled or postponed by MDNSW:

- (a) for reasons that are beyond its reasonable control, MDNSW may retain the Fee and will not be required to make any refund of the Fee; or

(b) for reasons other than as set out above MDNSW will refund the Fee minus any reasonable administration costs (as determined by MDNSW).

#### **4. YOUR RIGHTS AND OBLIGATIONS AT THE EVENT**

MDNSW and Parramatta Park Trust reserves the right, without any liability, to refuse admission to, or to eject You from an MDNSW Event, in its absolute discretion, including (without limitation), for failure to comply with these Terms or if in the opinion of MDNSW, acting unreasonably, You represent a security risk, nuisance or annoyance to the running of an MDNSW Event.

You agree to comply with all reasonable instructions issued by MDNSW and Parramatta Park Trusts for this Event.

##### **4.A MEDIA CONSENT**

You acknowledge that You may be filmed, sound recorded and/or photographed by MDNSW, the media or any other party at the Event and MDNSW may use or approve the use of the film, sound recording and/or photograph for any purpose and in any way whatsoever.

##### **4.B VIRTUAL EVENTS**

Subject to these Terms and applicable law, you are and remain responsible for Your own health and safety at all relevant times before, during and after any remote, off-site, online or virtual MDNSW Event ("**Virtual MDNSW Event**").

MDNSW recommends informing friends and family of Your intentions to participate and the details of any virtual route prior to participating in any Virtual MDNSW Event and You agree to carry out all reasonable and necessary precautions in relation to Your participating including but not limited to carrying a mobile phone and writing your emergency contact details down.

For the avoidance of doubt, you acknowledge and agree that MDNSW will not be providing the usual scope of health and support measures including but not limited to road closures, first aid, or safety support during any Virtual MDNSW Event.

You acknowledge and agree to maintain full responsibility to be aware of and adhere to any changes implemented around COVID-19 practices and restrictions in your local government area, relevant state or territory, and Australia wide via reputable websites such as the Australian Government website or contact the Coronavirus Health Information Line on 1800 020 080. (This line operates 24 hours a day, seven days a week.)

You acknowledge and agree that You remain at all times responsible for selecting a virtual course that is safe and complies with Your latest personal health advice as well as any broader advice or restrictions referred to in the preceding paragraph in relation to any Virtual MDNSW Event.

In the likely event that indoor equipment is used to participate in any Virtual MDNSW Event including but not limited to a treadmill or stationary bicycle, You agree to ensure that any and all equipment is in good working condition, fit-for-purpose, properly maintained and meets all relevant safety requirements under applicable law.

You acknowledge and agree that subject at all times to these Terms and applicable law, MDNSW will not be liable for any injury, damage, loss or otherwise resulting from Your participation in a Virtual MDNSW Event.

## **5. WELLBEING & SAFETY**

Children under 18 must be accompanied by an adult for the duration of an MDNSW Event.

You should seek medical advice to ensure you are fit to participate. It is Your responsibility to have suitable food and any medication that you require with You, at all times.

You accept responsibility, at all times, for personal belongings during an MDNSW Event. Valuable items should not be left without supervision, as MDNSW and Parramatta Park Trust will not accept liability for loss or damage of personal belongings.

Participants must follow all traffic and road laws including directions by NSW Police, State Road Authority, MDNSW Event Traffic Management personnel, event staff and volunteers.

You must agree to abide by all rules and directions issued by the event organiser.

You acknowledge that competitive or other sporting events involve the real risk of serious injury or even death from various causes including overexertion, equipment failure, dehydration, accidents with other competitors, spectators or road/pathway/bikeway users, and course or weather conditions and other causes.

You agree that you are fit and healthy and physically capable of participating in such an event. You acknowledge that if You are aware of an existing medical condition and uncertain of my state of fitness then a medical practitioner should verify my physical condition and provide me with a clearance to participate.

By participating, You accept all risks necessarily flowing from Your participation that could result in injury, loss of life or permanent injury. Accordingly, You release all persons or corporations associated directly or indirectly with the conduct of the event from all claims demands and proceedings arising out of my participation and You hereby indemnify them against, all liability (including liability for their negligence and negligence of others) for all injury, loss or damage arising out of or connected with my participation in this event. This release shall extend to event volunteers and other participants, event sponsors, event marshals and their respective directors, partners, managers, officers, agents, contractors, employees and volunteers including event medical and paramedical personnel. This release and indemnity continues forever and binds my heirs, executors, personal representatives.

You will immediately withdraw from this event should at any stage You feel any stress, discomfort or pain that exceeds any level that a normal person would expect to experience arising from such physical participation/exertion.

You consent to receiving any medical treatment including ambulance transportation that event organisers think desirable during or after the event. Should You require ambulance transport to hospital it will be at your own expense.

You understand that insurance cover for participants in this event may not cover all injury, loss or damage sustained.

Safety precautions are undertaken by organisers are a service to You and other participants but are not a guarantee of safety.

## **6. INTELLECTUAL PROPERTY**

All material on an MDNSW Event website is protected by laws relating to intellectual property including but not limited to copyright, trademarks, designs, logos, signs and other properties unless otherwise noted and may not be used except as expressly permitted by the applicable and relevant website terms and conditions. You may not distribute, modify or reuse the contents of any MDNSW Event website for public or commercial purposes without the prior written permission of MDNSW.

## **7. PRIVACY AND ONLINE SECURITY**

MDNSW staff and volunteers understand and respect your right to Privacy and the confidentiality and security of personal information provided by You.

MDNSW will take all reasonable steps to ensure that your personal information is protected from misuse, loss, interference and unauthorised access, modification or disclosure.

For further information on Privacy, how Muscular Dystrophy NSW protects your rights and manages personal, sensitive and health information in accordance with the Privacy Act 1988 (Cth) please follow this link: <https://mdnsw.org.au/privacy-policy/>

All financial information pertaining to customers of MDNSW is stored with no complete bank details retained. Wherever possible we use St George Bank merchant facilities.

In some situations we use the assistance of professional financial gateway specialists to assist with financial transactions, for further information on these companies please see

their websites:

PayPal - PayFlow Gateway Overview

- [www.paypal.com](http://www.paypal.com)

In these situations we also use the assistance of expert fundraising digital platforms also retain limited information in order to recognise you as a customer:

- [www.salesforce.com/au/](http://www.salesforce.com/au/)
- [www.funraisin.co](http://www.funraisin.co)

All information is retained securely for the period of time determined by law and disposed of in a secure manner.

## **8. GENERAL**

This is NOT a race but a participation event.

I will participate and contribute to the event in a positive and co-operative manner and with a spirit of goodwill and camaraderie.

I agree that MDNSW organisers will not always be able to provide parking for event participants or spectators. Should you need parking it will be your responsibility to find suitable parking before or during the event.

MDNSW reserves the right to amend these Terms from time to time and You will be subject to the terms in force at the time MDNSW Registers You for an MDNSW Event or You attend the Event, if you do not need to Register, whichever is applicable.

Any failure, delay or relaxation on the part of a party in exercising, in part or whole, any power, right or remedy conferred upon that party by these Terms shall not operate as a waiver of that power, right or remedy.

If any provision of these Terms is invalid or not enforceable by a court of competent jurisdiction, the relevant term is to be read down and shall otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms.

## **9. ACKNOWLEDGEMENT & WAIVER**

You acknowledge that involvement in an MDNSW Event is a potentially dangerous activity and that You participate at Your own risk.

By entering an MDNSW Event you consent to receiving and reading the information about the MDNSW Event. MDNSW Event communication will primarily be via email. Updated information will be posted on the MS Event website and through social media from time to time.

By entering the MDNSW Event, MDNSW commits to keep you informed about future opportunities to help people with neuromuscular conditions. If you would like to change your communication preferences, please contact us via email or phone.

### **Fundraising Guidelines**

These guidelines have been developed to assist groups and individuals who undertake fundraising activities that benefit MDNSW. Please read these guidelines before planning and undertaking your fundraiser.

If you/your group accepts these terms and conditions (guidelines), they will form the basis for any dealings between MDNSW and the fundraiser in relation to the fundraiser/event.

1. Any person or organisation fundraising for a charitable organisation in Australia must, by law, have an 'Authority to Fundraise' letter, unless they are exempted.
2. To obtain an Authority to Fundraise letter, complete the application form provided by MDNSW staff. When we have received your signed form, and approval has been granted, MDNSW will provide a letter of authority. You/Your group are not authorised to use Muscular Dystrophy NSW as its beneficiary charity until you have received written approval. Alternatively, by registering Your fundraiser through our online portal or event registration form, You are automatically provided with an Authority to Fundraise letter.



3. The activity/event must meet requirements of relevant laws and regulations of Your State or Territory. Each State and Territory has different fundraising regulations and it is Your responsibility to ensure You meet any obligations outlined in these regulations, including organisational permits, licences, insurance or authorities to fundraise where necessary, particularly for raffles and competitions. For more information please visit: [acnc.gov.au](http://acnc.gov.au)
4. Any fundraising activity/event with the purpose of raising funds to be donated to MDNSW shall be conducted in the fundraisers' name and is the sole responsibility of the fundraiser.
5. MDNSW is not responsible for any fundraising activities/events undertaken by the fundraiser.
6. Fundraisers raising funds under the MDNSW name are not permitted to raise funds for personal financial gain. All funds must be donated to MDNSW at completion of activity/event, unless there has been an agreed upon percentage of funds to be shared with multiple charitable organisations.
7. MDNSW is unable to take a coordination role in all these activities and does not become involved in soliciting prizes, organising publicity or media, providing goods or services to assist the fundraiser in the running of the activity/event.
8. You must send us any offline funds raised, along with a complete record of income and expenditure, supporting receipts and invoices within 28 days of the activity/event being completed. Please use the activity completion form provided.
9. MDNSW does not pay expenses incurred by you, but you are permitted to deduct your necessary expenses from the proceeds of your event, provided they are properly documented and reasonable.

10. MDNSW is unable to reimburse event expenses from funds deposited via online fundraising platforms. All expenses incurred must therefore be managed by you and total expenses should be less than 20 per cent of total proceeds.
11. MDNSW can provide official receipts for all donations. Tax-deductible receipts can only be issued to people donating \$2 or more. For a gift to be tax deductible, donors must not receive anything in return. Gifts that are not tax deductible include raffle tickets, entry to events, auctions, and the purchase of goods.
12. MDNSW may give you permission to use its 'in support of' logo on promotional material, once that material has been approved by MDNSW. Any printed material produced by the fundraiser which carries the 'in support of' MDNSW logo must have prior approval from the MDNSW office.
13. The fundraiser agrees to release MDNSW to the fullest extent permissible under law for all claims and demands of any kind associated with the event or activity. This will indemnify MDNSW for all liability or costs that may arise in respect to any damage, loss or injury occurring to any person in any way associated with the event caused by your breach of these responsibilities or your negligence.
14. You must not use the site in any way that causes, or is likely to cause, the site or access to it to be interrupted, damaged or impaired in any way.
15. You must ensure that any content you upload onto the site (including photographs) is not obscene, offensive, defamatory or racist and does not breach any law or regulation or any intellectual property rights of a third party or any right or duty owed to a third party. This means that if any of the content you upload is copyright protected, you must obtain the copyright owner's written permission in order to use it.
16. In the event that you become aware of any content which breaches any of the above rules, please notify us immediately.

17. You must not use the site to misrepresent your identity or affiliation with any person or organisation.
18. MDNSW reserves the right to withdraw our support of the fundraising event or activity at any time if it appears there is a likelihood of the organiser failing to meet any of the above responsibilities and/ or not aligning with MDNSW mission, brand and values.