

## **Terms & Conditions**

**The health, safety, and well-being of everyone participating in the iDareU Walkathon 2022 is always a priority. Please know that we are carefully following CDC and Department of Health Guidelines as it relates to COVID-19, and we will keep everyone informed should we need to make any changes to the event.**

### **1. REGISTRATIONS**

- 1.1 Your Registration is subject to acceptance by iDareU, which will be confirmed in writing (including but not limited to email) ("In Writing") after iDareU has received Your fully completed Registration, the fee (if required) related to your registration ("Fee") and any required supporting documents. iDareU may in its absolute discretion for any reason refuse to accept Your Registration.
- 1.2 iDareU's preferred method of Registration is online. If You encounter difficulties with online Registrations, please contact us.
- 1.3 iDareU may provide offline Registrations via phone, email, or mail. iDareU will use its best efforts to process offline Registrations within two (2) working days of receipt.
- 1.4 If iDareU has invited you to attend the iDareU Event without the need to Register and/or make any payment, you must provide Your confirmation of attendance to iDareU within the time specified in the invitation (if any) for iDareU to register You for the iDareU Event.
- 1.5 The Fee for the iDareU Event is correct at the time of publication. iDareU reserves the right to change the Fee at any time, but changes will not affect Registrations which have already been confirmed In Writing by iDareU.

### **2. YOUR RIGHTS AND OBLIGATIONS at an iDareU EVENT**

- 2.1 iDareU reserves the right, without any liability, to refuse admission to, or to eject You from an iDareU Event, in its absolute discretion, including (without limitation), for failure to comply with these Terms or if in the opinion of iDareU, acting reasonably, you represent a security risk, nuisance or annoyance to the running of an iDareU Event.
- 2.2 You agree to comply with all reasonable instructions issued by iDareU or the operator of the venue for an iDareU Event.
- 2.3 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited at an iDareU Event and/or in or at a venue.
- 2.4 You acknowledge that You may be filmed, sound recorded and/or photographed by iDareU, the media or any other party at the Event and iDareU may use or approve the use of the film, sound recording and/or photograph for any purpose and in any way whatsoever.
- 2.5 Your beloved dogs are allowed to walk with you free of charge, however they must be on leash all the time.

### **3. WELLBEING & SAFETY**

- 3.1 All Participants are required to complete an entry form and pay the entry Fee.
- 3.2 Children under 18 must be accompanied by an adult for the duration of an iDareU Event.
- 3.3 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 always require with You.
- 3.4 First aid will be available at all iDareU Events. Should You require ambulance transport to hospital it will be at your own expense.
- 3.5 You accept responsibility at all times for personal belongings during an iDareU Event. Valuable items should not be left without supervision, as iDareU will not accept for loss or damage of personal belongings.
- 3.6 iDareU requires all participants to comply with relevant state health orders in relation to the COVID-19 pandemic at the time of the event, including but not limited to social distancing, wearing

of masks and proof of vaccine. iDareU reserves the right to refuse entry to any participant not following state health guidelines.

3.7 Dogs are the sole responsibility of the owners and need to be on a leash at all times during the event

3.8 Dog Litter must be picked up by the walker/owner

#### **4. LIMITATIONS OF LIABILITY AND INDEMNITY**

4.1 Relevant provisions of the ACL and other laws in force from time to time in Australia may impose guarantees, warranties, conditions, and obligations on iDareU ("Consumer Guarantees"). If any of these Terms are inconsistent with a Consumer Guarantee, the Consumer Guarantee will apply to the extent of such inconsistency. To the extent permitted by law iDareU's liability and Your sole remedy will be limited to the refund of the Fee paid to CPA Australia. Subject to any applicable Consumer Guarantees, all guarantees, representations, conditions, and warranties of any nature are expressly excluded.

4.2 Subject to any Consumer Guarantees and to the maximum extent permitted by applicable law, iDareU, its employees, agents and contractors will not be liable for personal injury or death, property damage, or any other loss (including without limitation, liability for negligence, breach of these Event Terms or any other agreement), damage, cost or expense (including, without limitation, loss of profits, business interruption, loss of information, indirect, special, punitive or consequential loss or damage) that You may incur or suffer arising out of or in connection with the Event.

4.3 You agree to fully indemnify and hold iDareU, its employees, agents, contractors and subcontractors ("Representatives") harmless from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by iDareU and/or its Representatives arising out of or in connection with an iDareU Event, including but not limited to:

- (1) a breach of these Event Terms;
- (2) Your use of the venue or attendance at the Event;
- (3) any damage to the venue or any goods located at the venue; or
- (4) the infringement of any intellectual property or other right of any third party (including the venue) by You.

#### **5. INTELLECTUAL PROPERTY**

5.1 All material on an iDareU 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 iDareU Event web site for public or commercial purposes without the prior written permission of iDareU.

#### **6. PRIVACY AND ONLINE SECURITY**

6.1 iDareU staff and volunteers understand and respect your right to Privacy and the confidentiality and security of personal information provided by You. iDareU will take all reasonable steps to ensure that your personal information is protected from misuse, loss, interference and unauthorised access, modification, or disclosure.

6.2 All financial information pertaining to customers of iDareU is stored securely in line with the Payment Card Industry Data Security Standards (PCI DSS), with no complete bank details retained. Wherever possible we use Westpac 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: • [www.paypal.com](http://www.paypal.com) • [www.stripe.com/au](http://www.stripe.com/au) In these situations we also use the assistance of expert fundraising digital platforms (in line with PCI DSS) which also retain limited information in order to recognise you as a customer: •

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

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

These Terms are governed by and are to be construed in accordance with the laws in force in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any objection that it may have those proceedings have been brought in an inconvenient forum.