Participant Terms and Conditions (Virtual, '5km Your Way')

International Women's Day Fun Run 2027

Monday 1 March to Sunday 7 March

Participant Terms at a glance:

- **The virtual 5km Your Way event is scheduled for Monday 1 March to Sunday, 7 March 2027** and registering or accepting electronically means you agree to all terms.
- **You confirm you are fit and medically capable** of participating safely.
- **You accept the inherent risks and costs** associated with participation.
- **You broadly release and indemnify Mater Foundation** and related parties against claims, including injury, death, loss or damage.
- **Donations are non-transferable and non-refundable,** even if you do not participate.
- **Participant-led fundraising must comply with Queensland gaming and liquor laws;** organisers bear associated costs and risks.
- **Personal information and photos may be used for event administration**, marketing and fundraising; non-critical communications can be declined.
- **Preferred T-shirt sizes are not guaranteed**, and delivery requires sharing your nominated address with authorised providers.
- **Queensland law** governs the agreement; participants under 18 require acceptance by a parent or guardian.

Entry into the International Women's Day Fun Run 'Virtual, 5km Your Way' Event is deemed to be an acceptance of these Terms and Conditions of Entry.

Recitals

A. "Mater Foundation" means Mater Foundation Ltd as trustee for Mater Foundation (ABN 96 723 184 640) 14 Stratton Street, Newstead, 4006.
B. The International Women's Day Fun Run Virtual Event is to be held from **Monday 1 March to Sunday 7 March 2027.**
C. "Claims" means all claims, liabilities, demands, suits, causes of action, damages, debts, costs, verdicts and judgments whatsoever whether at law or in equity or under any statute in connection with or arising out of the International Women's Day Fun Run Virtual Event.
D. "Releasees" means Mater Foundation and any promoters, organisers, participants, sanctioning organizations, officials, rescue personnel, sponsors, advertisers, event inspectors, underwriters, consultants and any others who give recommendations or engage in risk evaluation regarding the International Women's Day Fun Run Virtual Event and the owners, occupiers and lessees of any premises used and their respective directors, servants, employees and agents.

SUBMISSION OF THIS FORM, OR YOUR ACCEPTANCE OF THESE TERMS ELECTRONICALLY, IS YOUR ACKNOWLEDGEMENT OF THE ACCEPTANCE OF THE TERMS & CONDITIONS OF PARTICIPATION IN THE FUN RUN 'YOUR WAY' (VIRTUAL EVENT).

1. Participant Details

I wish to participate in the International Women's Day Fun Run Virtual Event and understand that participation has inherent risks, including but not limited to risks to my personal heath arising from the physical activity.

2. Acknowledgement and Certification

- I am aware of the fitness level required to undertake the International Women's Day Fun Run Virtual Event and certify that I am physically capable of participating and accept all risks associated with my participation in it.
- I warrant that I am in a good state of health, that I am not receiving any medication or taking any substance which may affect or interfere with my ability to engage in the International Women's Day Fun Run Virtual Event and, other than as set out below, that I am free from any injury, medical condition (including but not limited to advanced pregnancy, heart condition or seizures), disability, disease or illness which may be aggravated by participation in the International Women's Day Fun Run Virtual Event or which may affect or interfere with my ability to engage.
- I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the International Women's Day Fun Run Virtual Event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that the Mater Foundation recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.
- I assert that I have not been advised or cautioned against participating by a medical practitioner.
- I agree to take full responsibility and assume liability for any and all costs incurred as a result of my participation in the International Women's Day Fun Run Virtual Event.

3. Fundraising

I understand that all donations processed by Mater Foundation are non-transferable and non-refundable, even if I do not participate in the event.

I understand and acknowledge that if I hold any fundraising activities in conjunction with or related to the event I agree to the below requirements:

A. All raffles and similar fundraising activities are to be conducted in accordance with relevant legislation in Queensland the Charitable and Non-Profit Gaming Act 1999. Queensland Government information available at: https://www.business.qld.gov.au/industry/liquor-gaming/gaming/not-profit-charitable/competitions-raffles-bingo;
B. Any activities where liquor is to be consumed or sold must be in accordance with relevant legislation. A Community Liquor Permit may be required and is available from OLGR for $55.40 (one day fee) 21 days prior to the event. For more information please see https://www.business.qld.gov.au/industry/liquor-gaming/liquor raised on behalf of Mater Foundation should be held in a safe secure place, prior to being deposited directly into the Mater Foundation bank account;
C. Mater Foundation and/or Mater Misericordiae Ltd will not be held responsible for any financial losses, damage to property or personal injury suffered as a result of the fundraising activities; and
D. Any costs incurred by the organiser of a fundraising activity is at the expense of the organiser and not Mater Foundation.

4. Waiver of Liability and Indemnification

In consideration of Mater Foundation accepting my entry into the International Women's Day Fun Run Virtual Event, I absolutely release and waive any Claim I might otherwise have against the Releasees in respect of any injury, death, loss or damage I suffer as a result of my participation in the International Women's Day Fun

Run Virtual Event, howsoever arising, including any loss or damage arising from a breach of contract and/or negligence by the Releasees.

I indemnify and hold harmless the Releasees against any loss or damage suffered by them as a result of any Claim made by or against me during the International Women's Day Fun Run Virtual Event howsoever arising, including as a result of any act, neglect or default caused by me during the International Women's Day Fun Run Virtual Event.

I acknowledge that under the Civil Liability Act 2003 (Qld), the Releasees will not be liable for any harm suffered by me due to the materialisation of an obvious risk to my participation in a dangerous recreational activity. I acknowledge that participation in the International Women's Day Fun Run Virtual Event is a dangerous recreational activity.

5. Media and Photography

I acknowledge my personal information, including photos, is collected, held and used by Mater Foundation for event coordination and administration purposes, Mater Foundation event marketing and Mater Foundation fundraising activities. Please contact us if you do not consent to Mater Foundation holding and/or sharing your personal information. Our privacy policy is available at www.materfoundation.org.au/privacy.

6. Communication

I understand that my email address and mobile number will be used for registration confirmation and updates about the IWDFR as well as support to help me reach my fundraising and training goals, including via SMS and WhatsApp Messaging. From time to time Mater Foundation may also send me information on other events and fundraising activities that may be of interest.

I am aware if I do not want to receive further communication from Mater Foundation (other than critical information that relates to this IWDFR) I can follow the steps within the email, SMS or WhatsApp Message or contact the Mater Foundation Supporter Operations team via foundation@mater.org.au or by calling 07 3163 5666.

I am aware if I have any questions about privacy, including updating and/or changing my personal information or obtaining a copy of the Mater Privacy Policy I can contact the Mater Foundation Privacy Officer via email to: FoundationPrivacy@mater.org.au or by calling 07 3163 5666.

Persons under the age of 18 will not be contacted regarding fundraising.

7. T-Shirts

I acknowledge Mater Foundation has pre-ordered event branded T-shirts and I understand that best endeavours will be made to provide me with my preferred T-shirt size. I acknowledge that Mater Foundation uses an authorised service provider to work with Australia Post to send the IWDFR T-shirts and event collateral utilising my nominated address. Our privacy policy is available at www.materfoundation.org.au/privacy.

Should my allocated size be unavailable the closest size will be allocated to me. I am aware that T-shirt exchange will only be possible after all other participants have received their T-shirts on the day (Brisbane City event start).

8. Acknowledgement of Understanding

THIS WAIVER AND RELEASE SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED UNDER THE LAW OF QUEENSLAND. THE QUEENSLAND COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING UNDER, OR PERTAINING TO, THIS WAIVER AND RELEASE.

I have carefully read these Terms and Conditions, including the Waiver of Liability and Indemnification, and fully understand its contents. I am aware that this is a release of liability and binding contract between myself and the persons and entities mentioned above and I sign it of my own free will. I understand that I am giving up substantial rights, including my right to sue.

I acknowledge that I am accepting this Waiver and Release freely and voluntarily, and intend by accepting to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I understand if I am under 18 years of age, a parent or guardian must accept these Terms and Conditions and Waiver of Liability and Indemnification on my behalf.