Participant Terms and Conditions

International Women's Day Fun Run 2027, Townsville Event

Participant Terms at a glance:

- Participation in the **International Women's Day Fun Run 2027 (Townsville, Riverway Event) on Sunday 7th March** constitutes acceptance of all event terms and conditions.
- **Participants must ensure they are medically fit to participate,** take responsibility for monitoring their own condition during the event, and withdraw if continuing would create a safety risk.
- **Participants authorise event medical personnel** to provide treatment, arrange emergency transport, and make emergency medical decisions if the participant is unable to do so.
- **Participants must comply with all event rules, safety procedures, traffic laws**, and directions from police, event officials, staff, and volunteers. Mater Foundation may remove participants whose conduct creates a safety risk.
- **Donations made in connection with the event are non-refundable and non-transferable**, even if a participant does not take part in the event.
- **Participants release Mater Foundation and other event-related parties from liability for injury**, death, loss or damage arising from participation, including claims relating to negligence, to the extent permitted by law.
- The terms specifically state that participation in the event is a **dangerous recreational activity**, and reference protections available under the Civil Liability Act 2003 (Qld) for obvious risks.
- **Participant personal information may be used for event administration, fundraising support**, event communications, marketing activities, and event operations in accordance with Mater Foundation's privacy practices.

Entry into the **International Women's Day Fun Run (IWDFR)** 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 IWDFR means "International Women's Day Fun Run" to be held on **Sunday 7 March 2027**, in Townsville at "Riverway".
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.
D. "Releasees" means Mater Foundation and any promoters, organisers, participants, sanctioning organisations, 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 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 IWDFR.

1. Participant Details

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

2. Acknowledgement, Certification and Medical
   - I am aware of the fitness level required to undertake the IWDFR and certify that I am physically capable of participating in the event 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 IWDFR 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 IWDFR or which may affect or interfere with my ability to engage in the event.
   - I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the IWDFR, 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/their personal physician prior to participation in the IWDFR.
   - I assert that I have not been advised or cautioned against participating in the IWDFR 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 IWDFR.

   - I understand that it is my responsibility to continuously monitor my own physical and mental condition during the IWDFR, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
   - I understand that strollers and similar devices must meet Australian Safety Standards and have appropriate safety restraints.
   - In the event of an injury to me, I authorise treatment from event emergency medical personnel.
   - If an injury renders me unconscious or incapable of making a medical decision, I authorise appropriate Mater Foundation personnel and emergency medical personnel at the IWDFR to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).
   - I authorise to secure emergency medical care or transportation (i.e., QAS) when deemed necessary by Mater Foundation or Event personnel and to notify my emergency contact if I am not able.
   - As part of any treatment from emergency medical personnel, I authorise my personal details to be collected and stored by emergency medical personnel and/or Mater Foundation as necessary for the event and in accordance with their respective privacy policies.
   - I acknowledge that Mater Foundation have instituted its rules and safety procedures for the protection of the participant and co-participants. I confirm that prior to participating in the IWDFR that I will familiarise myself with those rules and safety procedures and follow them throughout the event. I agree at all times during the IWDFR to comply with the directions of anyone appointed or permitted by the Foundation to organise the event, following all traffic and road laws including directions by Police, Mater Foundation staff and volunteers and recognise that Mater Foundation personnel may halt my participation (and, if necessary, have me removed from the course and premises) if my participation, conduct, or presence endangers myself or my co-participants.

3. Health and Safety

I acknowledge that 'Mater Foundation' have instituted its rules and safety procedures (including Health and Safety arrangements) for the protection of the participant and co-participants. I confirm that prior to participating in this Event that I will familiarise myself with those rules and safety procedures and follow them throughout the event. I also recognise the authority of the Mater Foundation to halt my participation if my participation, conduct, or presence endangers myself or my co-participants.

4. 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 (one day fee) 21 days prior to the event. For more information, please refer to https://secure.olgr.qld.gov.au/forms/clp.
C. Funds 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;
D. 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
E. Any costs incurred by the organiser of a fundraising activity is at the expense of the organiser and not Mater Foundation.

5. Waiver of Liability and Indemnification

In consideration of Mater Foundation accepting my entry into the IWDFR, 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 IWDFR, 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 IWDFR howsoever arising, including as a result of any act, neglect or default caused by me during the 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 IWDFR is a dangerous recreational activity.

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 for participants in the INDFR (Townsville) event.

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.

8. Media and Photography

I grant to Mater Foundation and its affiliated entities or contractors and/or the media my permission and authority to use my name, image, voice, and/or likeness in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record captured during the IWDFR for any purpose whatsoever without compensation, for a period of 24 months from the 2027 event date.

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 and/or authorised service providers to hold and/or sharing your personal information to support event operations and safety. Our privacy policy is available at www.materfoundation.org.au/privacy.

9. Majority Age

I affirm that I will be 18 years of age or older at the time of the IWDFR. If I am under the age of 18, I understand a parent or guardian must accept this Waiver and Release of Liability on my behalf.

I have read and understood what is expected of me and I agree to adhere to the direction of Mater Foundation and/or IWDFR personnel at all times.

Children between the ages of 12 and 15 must be supervised by an adult. Children under the age of 12 must be directly supervised by a parent/guardian at all times.

10. Refunds

I undertake to notify the Foundation of my inability to participate in the IWDFR at the earliest possible opportunity. I acknowledge that I will not be entitled to any refund of my application fee if I withdraw and that, once accepted, my application to participate and my application fee cannot be transferred to another person.

- Refer to Section 11. for further information.

11. Cancellation and Changes

I acknowledge Mater Foundation may need to change the event format, course or other IWDFR conditions at its discretion. If this occurs, these terms and conditions apply to the changed conditions. I acknowledge that Mater Foundation reserves the right to refuse my application and refund the registration fee back to me.

A. I acknowledge that Mater Foundation reserves the right to cancel or postpone the IWDFR in the event of unforeseen circumstances including but not limited to:
   I. Poor weather
   II. Theft
   III. Disaster
   IV. Accident
   V. Strike;
   VI. Pandemic or public health order; or
   VII. Recommendations of any government authority or agency;

B. In the event of a cancellation or postponement I acknowledge that Mater Foundation will use reasonable efforts to minimise the cost to me, but I acknowledge that certain costs may not be refunded.
C. In the circumstance that Mater Foundation chooses to cancel the event, Mater Foundation will work with registered participants to do one of the following:

   1. Reschedule the event to another date and transfer participants registration;
   2. Provide a refund of the registration fee, less any expenses incurred for participant specific items, such as race kit already provided to participants.
   3. Offer participants the option to have their registration fee converted to a donation to Mater Foundation.

12. 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.