



Terms and Conditions – Volunteers

Kalbar Sunflower Festival

19 – 21 April 2024

The following Terms and Conditions apply to any person who has submitted an application to volunteer at 2024 Kalbar Sunflower Festival (“Kalbar24”).

SUBMISSION OF THIS FORM OR ACCEPTANCE OF THESE TERMS ELECTRONICALLY IS YOUR ACKNOWLEDGEMENT OF THE ACCEPTANCE OF THE TERMS and CONDITIONS OF PARTICIPATION AS A VOLUNTEER IN KALBAR24.

Definitions

“Mater Foundation” means Mater Foundation Limited as trustee for Mater Foundation (ABN 96 723 184 640) 14 Stratton Street, Newstead QLD 4006.

“Kalbar Sunflower Festival” means Kalbar Sunflowers (ABN 46024595767) 56 Warumkarie Road, Kalbar or mailing address PO Box 36, Kalbar, 4309, the contracted Event Manager for Event Services for KALBAR24.

“Kalbar24” means Kalbar Sunflower Festival, to be held 19 – 21 April 2024.

“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 Kalbar24.

“Releasees” and **“Released Parties”** means the Mater Foundation, Event Manager 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 Kalbar24 and the owners, occupiers and lessees of any premises used for Kalbar24 and their respective directors, servants, employees and agents.

Acknowledgement and Certification

At my request, and in consideration of my participation as a volunteer in Kalbar24 and any related programs, activities or events (collectively, the **“Event”**), Mater Foundation (collectively the **“Coordinators”**) permit me to volunteer and assist as instructed at the Event.

I acknowledge and agree that my participation as a Volunteer in respect of the Event is subject to my compliance with the conditions, and my declarations, warranties and releases, set out below. I further acknowledge these statements are being accepted and relied upon by the Released Parties, as defined below.



Conditions of Volunteering

I acknowledge that my participation as a Volunteer is subject to, and I agree to abide by, the following conditions:

All Volunteers must:

1. respect the rights, dignity, and worth of every individual at the Event
2. respect all property at the Kalbar Sunflower event
3. act professionally and take responsibility for their actions, including demonstrating high standards in respect to their language and actions
4. not consume any drugs or alcohol that will impair their judgment and/or ability to volunteer and assist in the Event
5. not discriminate against anyone based on sex, ethnicity, religion, ability
6. participate in relevant training programs/program meetings as advised, including attending the Volunteers Briefing prior to commencement of volunteering
7. read the information pack and induction handbook and adhere to the guidelines of Mater Volunteers
8. sign in at the commencement and out on the completion of each shift of volunteering at Volunteer Check In
9. wear supplied volunteer vest whilst volunteering and to abide by the required dress code
10. notify the Volunteer Coordinator in advance or as soon as possible if I am unable to attend my shift
11. read and comply with the position description and guidelines for the volunteer role provided.

Medical Treatment and Costs

I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Event, and I agree to immediately notify appropriate personnel if at any point my continued volunteer participation would create a risk of danger to myself or to others.

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 Coordinator personnel and emergency medical personnel at the Event 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 the Coordinators 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 agree to be responsible and assume liability for any and all costs incurred as a result of my participation as a volunteer in the Event.

Media and Photography

I grant to Kalbar Sunflower Festival and 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 Event for any purpose whatsoever without compensation.

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

Communication

I understand that my phone number and email address will be used for registration confirmation and updates about the Event. From time to time Mater Foundation may also send me information on other events and activities that may be of interest.

I am aware if I do not want to receive further communication from Mater Foundation (other than information that relates to this Event) can 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 Foundation Privacy Policy I can contact the Mater Foundation Privacy Officer via email to: FoundationPrivacy@mater.org.au or by calling 07 3163 8000.

Majority Age

I affirm that I am 18 years of age or older at the time of the Event. If I am between the age of 15 and 18, I understand that I will not be allowed to volunteer without the signed acknowledgement of a parent or guardian on these Terms and Conditions.

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

Cancellation and Changes

I acknowledge that Kalbar Sunflower Festival reserves the right to cancel or postpone the Event in the event of unforeseen circumstances. In the event of a cancellation or postponement I acknowledge that Kalbar Sunflower Festival will use reasonable efforts to minimise the cost to me.



I acknowledge Kalbar Sunflower Festival may need to change the event format, course or other Event conditions at its discretion. If this occurs, these terms and conditions apply to the changed conditions.

Waiver of Liability and Indemnification

In consideration of the Coordinators accepting my participation as a volunteer in the Event, to the maximum extent permitted by law 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 as a volunteer in the Event, howsoever arising, including as a result of any breach of contract and/or negligence by the Releasees.

To the maximum extent permitted by law 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 Event 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 as a volunteer in a recreational activity. I acknowledge that participation as a volunteer in the Event is a recreational activity.

Acknowledgments

I acknowledge and assume all the risks of, and incidental to, volunteering in the Event:

1. I acknowledge that I am acting only as a volunteer and not as an employee of the Coordinators, and there is no expectation to receive any type of compensation from the Coordinators or any of the Released Parties, as defined above.
2. I acknowledge and represent that I have no knowledge or reason to know of any personal physical or mental limitations, conditions or other restrictions other than as disclosed to the Coordinators that would make any volunteer activities personally inadvisable.
3. I acknowledge that I have carefully read (or had someone else read to me) and understand this document. I am also aware that by agreeing to these Terms and Conditions, I will affect the legal rights and liabilities of myself, my heirs, next of kin, executors, administrators and successors.
4. I agree that I will only conduct work under the guidance and supervision of the Coordinators representative responsible for the area of work.