

## Can Too Foundation Virtual Challenge Terms and Conditions

### CONDITIONS OF ENTRY FOR ALL CAN TOO FOUNDATION VIRTUAL CHALLENGES

**Organiser** means the organiser of the Virtual Challenge, Can Too Foundation Limited ABN 53169310696

**Challenge** means any and all Can Too Virtual challenges

**Sponsor** means any party providing financial support to the Organiser.

**Event(s)** means an event(s) that is organised by a party that is not one of the Released Persons.

**Program** means the training program to prepare participants for Events.

**Released Persons** means the Sponsor(s) and the Organiser and their related bodies corporate.

In consideration of the Organiser hosting the Virtual Challenge and as a condition of the acceptance of my entry for each and every Virtual Challenge I register for or participate in, I (with the intent of binding my heirs, executors, administrators and assigns) waive, release and discharge all and every claim, right or cause of action (including for negligence, for breach of contract or breach of Statute) which I might have against any of the Released Persons for or arising out of loss of my life, injury, damage or loss of any description to myself or my property which I may suffer or sustain as a result of my participation in any Virtual Challenge including without limitation incorrect or insufficient advice.

The risks of my participating in the Virtual Challenge include, but are not limited to: exposure to and contact with natural or man-made features, water, adverse weather conditions, ascending or descending inclines; the nature of activities involved in the Virtual Challenge; hypothermia and/or heat exhaustion; stings or bites by insects or animals; accidents during vehicle travel; the condition or suitability of equipment used by myself and by others in the Virtual Challenge; exposure to other persons or vehicles where the Virtual Challenge is conducted; and the actions and inactions of other participants, spectators, members of the public, Organiser's personnel and supporting agencies.

I agree to accept full responsibility to inform myself and assess all the dangers, hazards and risks of participating in the Virtual Challenge and rely solely on my own assessment of these dangers, hazards and risks before participating in the Virtual Challenge and notwithstanding any decision thereon made by any Released Persons or other persons corporations and bodies involved in promoting or organising the Virtual Challenge. The decision to participate is entirely my own and I accept all risks associated with participation in the Virtual Challenge, including but not limited to loss of life and/or any injury including without limitation any permanent injury.

I understand that participating in the Virtual Challenge involves a physically taxing and stressful activity which carries the risk of personal injury and damage to myself and to others and I am aware of and have considered those risks.

I am aware that there may be other risks involved which have not been set out above, including but not limited to my physical or mental condition at the time the Virtual Challenge is held, which can result in possible injury, incapacitation, loss, damage or even death to myself.

I agree to abide by the rules and conditions of entry and participation in the Virtual Challenge, including those relating to Health and Safety practices and procedures published by Can Too Foundation, and I agree and accept that the Organiser may, at its absolute discretion, at any time and from time to time vary the rules and regulations of the Virtual Challenge and without prior notice to me.

I represent and warrant that – as a condition to participating in the Virtual Challenge, I am participating in the Virtual Challenge at my own risk having considered the possible consequences of so doing, and I declare that I have trained and prepared sufficiently to participate in the Virtual Challenge, I am not aware of any illness, injury, physical disability or impairment which may cause me injury or death during or as a consequence of participating in any Virtual Challenge. I undertake to withdraw and not to participate in or complete any Virtual Challenge should I not have adequately trained or prepared myself sufficiently for the Virtual Challenge. I certify that I am sixteen (16) years of age or older at the date that I signed this document and I have read and understood the contents of this document.

I agree to indemnify and keep indemnified the Released Persons against all actions, suits, demands, claims, proceedings, costs, expenses, liabilities and judgements whatsoever (including without limitation for negligence, breach of contract and/or breach of statute) arising out of, in connection with, or in relation to my participation in any Virtual Challenge or in providing any assistance to me. This indemnity may be pleaded as a bar to any action, claim, demand, suit or legal proceedings. The releases and indemnities in this document continue forever and bind my heirs, executors, personal representatives and assigns.

This waiver release and discharge shall operate jointly and severally in favour of the Released Persons and their related bodies corporate, and their respective directors, officers, agents, contractors, employees and volunteers, Virtual Challenge stakeholders, the owners, licensees and occupiers of land upon which any Virtual Challenge or any part of it is conducted, any statutory body or local authority having control over any land upon which the Virtual Challenge or any part of it is conducted, Virtual Challenge sponsors, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling any Virtual Challenge.

I grant full permission to the Released Persons and the Organiser to use any photographs, videotapes, motion pictures, recordings or any other records of this Virtual Challenge (including depictions of myself) for promotional or marketing purposes and agree to waive any compensation for any such use.

I agree:

- that my entry may be rejected or cancelled at any time at the discretion of the Organiser, even if I have paid any entry fee for the Virtual Challenge;
- that the Organiser in its absolute discretion reserves the right to change, modify postpone, or cancel any Virtual Challenge or part of the Virtual Challenge; to release to the fullest extent permitted by law, each of the Released Persons;
- that this document does not and is not intended to in any way reduce or release any liability the Released Persons may have by virtue of any law (including without limitation the Consumer and Competition Act 2010) which may not be excluded or modified and the provisions of this document are to be read and construed subject to such non-excludable provisions;

- that these conditions will operate separately in favour of all of the Released Persons and all other corporations and bodies involved or otherwise engaged in promoting or staging the Virtual Challenges and the servants, agents, representatives, volunteers and officers of any of them; and
- that Can Too may close my fundraising account (if any) 30 days after the Virtual Challenge.

[Click Here](#) to download the above Terms & Conditions

If the link does not open, right click on the link and 'Save link as...'

### **Registration Terms and Conditions**

Persons entering a Can Too Virtual Challenge must agree to the following:

I attest that I am **physically fit** prior to undertaking the Virtual Challenge.

During the Virtual Challenge, I agree to abide by all Health and Safety Practices and Procedures published by Can Too Foundation.

### **Refund Policy**

I acknowledge that I may not be entitled to any refund of any Registration Fee, donations or fundraising if I choose or am required to withdraw from the Virtual Challenge for any reason and will abide by the Refund Policy at <https://www.cantoo.org.au/policies>.

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- Your complete credit card number cannot be viewed by Can Too Foundation Limited or any outside party.
- All transactions are performed under 128 Bit SSL Certificate.
- All transaction data is encrypted for storage within eWAY’s bank-grade data centre, further protecting your credit card data.
- eWAY is an authorised third party processor for all the major Australian banks.
- eWAY at no time touches your funds; all monies are directly transferred from your credit card to the merchant account held by Can Too Foundation Limited.

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