



Terms and Conditions - Darkness to Daylight 2023

1. Registering for or participating in the Darkness to Daylight Challenge event (**the Event**), consisting of a digital challenge (100km) from 1 May to 31 May 2023 and a live event (3km, 10km or 110km) on 30 May 2023 through to 31 May 2023 (**Live Event**), as organised by Challenge DV (**Event Organiser**), is deemed acceptance of these terms and conditions by the entrant.
2. Each entrant acknowledges and agrees that these terms and conditions are subject to change from time to time at the discretion of the Event Organiser. Any variations become effective on the posting of the changes on the Event Organiser's website at www.darknesstodaylight.org and the Event Organiser encourages entrants to access and review that site regularly to keep abreast of such changes.
3. Entries for the Event close on 20 May 2023 (or earlier if at capacity). Entries received after this time may be rejected at the discretion of the Event Organiser.
4. Entries to the Event are non-transferable. Entrants must not attempt to transfer their entry to any other person without the knowledge and consent of the Event Organiser.
5. All entrants must complete and submit an online entry form and pay the applicable entry fee. Completion of the online entry form, and payment of the entry fee constitutes a valid entry to the Event. The Event Organiser reserves its rights to reject any entry at its sole discretion.
6. Entry is only valid for the person whose personal details are listed in the entry form. All entrants acknowledge any attempt to transfer an entry or allow another person to participate in the Event under the entrant's name without the Event Organiser's knowledge and consent may void any applicable insurance and the entrant will be disqualified from the Event.
7. Each entrant acknowledges and agrees that their entry fee is not refundable should they not participate, or if the Event is cancelled or changed by the Event Organiser. The Event Organiser may change the event for reasons such as bad weather, a force majeure event or for safety reasons. This clause is not intended to affect an entrant's rights under the Australian Consumer Law.
8. Each entrant acknowledges and agrees that sporting and similar leisure time events, such as the Event, are inherently dangerous and involve the real risk of serious personal injury, property damage, property loss or even death from various causes including but not limited to overexertion, equipment failure, dehydration, accidents with other entrants, spectators or road users, and course or weather conditions.
9. Each entrant acknowledges and agrees that they are responsible for ensuring their own health and safety in participating in the Event and warrants, as a condition of entering the Event, that they have sufficiently trained and are sufficiently physically fit for the Event and are not aware of any illness, injury or any other circumstances which may cause or contribute to personal injury, death and/or property damage to them or anyone else while participating in the Event. If an entrant becomes aware of any medical condition or impairment or is otherwise sick or injured prior to or during the Event, the entrant must cease participation in the Event until they have sought appropriate medical advice.
10. If an entrant participates in the Live Event, the following terms apply:
 - a. Entrants must not use any unmanned aerial vehicles, including but not limited to drones, at the Event.
 - b. Entrants consent to receiving any medical assistance which is considered appropriate by officials or medical staff at the Event. Such medical assistance is provided at the Event at no cost to the entrant, with the exception that the entrant must cover the cost of strapping tape if required. If an entrant is required to be transported to a medical facility such as a hospital for further assistance, that entrant agrees to pay any costs associated with such transportation and further medical assistance.
 - c. Each entrant acknowledges and agrees that their entry form and payment is valid only for the Event distance they have nominated in the Event. Entrants can only participate in the category which they register and will be disqualified if they compete in a distance other than the distance nominated.

- d. Each entrant acknowledges and agrees that they will abide by the directions of the Event Organiser, emergency support staff, Queensland Police Service or any other person authorised by the Event Organiser or a law enforcement agency to give directions at the Event. Each entrant agrees to follow the approved course at the Event, and obey all applicable laws at the Event.
11. Each entrant acknowledges and agrees that they may be disqualified from participating in the Event without a right to any refund if they breach, or are reasonably suspected of breaching, these terms and conditions.
12. Each entrant must provide to the Entry Organiser an emergency contact name and number.
13. Each entrant forever releases all persons and corporations associated directly or indirectly with the conduct of the Event ("**Released Entities**") from all claims, demands and proceedings arising out of the entrant's participation in the Event and indemnifies each of them against all loss, cost, damage and liability (including liability for their negligence and negligence of others) arising out of or connected with the entrant's participation in the Event, to the fullest extent permitted by law. This release and indemnity shall extend to and include:
- a. the Event Organiser, sponsors, volunteers or any other entity associated with the organisation of the Event, including Event medical and paramedical personnel;
 - b. the owners, licensees and occupiers of land upon which any part of the Event is conducted;
 - c. any statutory body or local authority having control over any land upon which any part of the Event is conducted; and
 - d. the related bodies corporate, agents, officers, employees, members and/or contractors of each person or entity mentioned in paragraphs (a)-(c) above.
14. Section 139A of the *Competition and Consumer Act 2010* (Cth) affects the extent to which a contract for the supply of recreational services can exclude, restrict or modify: (a) application of, (b) rights under, or (c) liability for failure to comply with, certain consumer guarantees relating to the supply of services that are otherwise implied in consumer transactions by the *Australian Consumer Law*.
15. Accordingly, to the extent permitted by law, the entrant agrees that each of the guarantees in Part 3-2, Division 1, Subdivision B of the *Australian Consumer Law* in respect of recreational services provided by or on behalf of the Event Organiser or any Released Entity is excluded in respect of liability for the events and circumstances set out in s139A(3) of the *Competition and Consumer Act 2010* (Cth).
16. Similarly, to the extent permitted by law, the entrant also agrees that any liability of the Event Organiser or any Released Entity in respect of any of the guarantees referred to in clause 15 above is excluded in respect of the events and circumstances set out in s139A(3) of the *Competition and Consumer Act 2010* (Cth).
17. Each entrant acknowledges and agrees that it is their responsibility to ensure that they are appropriately hydrated while participating. Each entrant acknowledges that they will adhere to all current public health directions and all current health and safety guidelines set out by relevant state and territory governments.
18. Each entrant acknowledges and agrees that they have the opportunity to fundraise for the Event Organiser as a result of participating in the Event. All fundraising will be conducted through an online platform and will be subject to any terms and conditions of that platform. The entrant acknowledges that the funds raised will go directly to Challenge DV, who maintain sole discretion and control over how the funds raised will be used. The entrant must ensure that all fundraising (individual and team) is pledged and collected through the platform and not received through personal bank accounts or cash donations.
19. The Event Organiser may change the Event format at their discretion. If that occurs, these terms and conditions continue to apply. A transfer of registration will be offered to the new format.
20. Each entrant acknowledges and agrees that they have sole responsibility for their personal possessions and athletic equipment during the Event and related activities. The Event Organiser is not responsible for any damaged, stolen or lost goods.
21. Each entrant consents to, without being compensated in any way, the publication or use in any form of media and marketing by the Event Organiser, or affiliated entities including but not limited to sponsors, of their name, image, voice, race number, statements and photographs and films of them taken in any context pertaining to the Event or otherwise before, during or after the Event for advertising, promotions or otherwise. Each entrant acknowledges and agrees that such photographs and electronic images are owned by the Event Organiser. The Event Organiser is not responsible for photographs and electronic images taken by persons who are not an official representative of the Event Organiser.
22. Strollers, wheelchairs and similar devices used in the Event must have all required safety equipment and meet mandatory Australian Standards.

23. Each entrant acknowledges and agrees that the Event Organiser may remove the entrant from the Event platform and/or exclude the entrant from participation in the Event:
- if the entrant's behaviour is inappropriate, offensive or abusive; or
 - to prevent or curtail any form of unauthorised marketing, including but not limited to ambush marketing.
24. The Event Organiser may collect personal information about entrants, including the information they provide upon entry. The Event Organiser collects this information for the purpose of processing entries, organising the Event, and providing services to entrants, facilitating the Event Organiser's internal business operations, including the fulfilment of any legal requirements (**Primary Purposes**), as well as providing entrants with information about other services the Event Organiser offers that may be of interest to entrants and analysing the Event Organiser's services and customer needs with a view to developing new and/or improved services (**Secondary Purposes**), .
25. The Event Organiser will provide the entrant's full name, postal address and contact number (as provided by the entrant at registration) to its third-party supplier for the purpose of delivery of the entrant's participant pack.
26. The entrant may notify the Event Organiser that they do not want the Event Organiser to use their personal information for Secondary Purposes by contacting the Event Organiser by email to eventcrew@challengedv.org. Entrants must allow four business days for their preference to be implemented.
27. Each entrant acknowledges and agrees that the Event Organiser will enter his or her personal details contained on the entry form into a database which will be used for the administration of the Event, including to email and SMS Event information to them if they have provided an email and/or mobile phone number, unless otherwise indicated by the entrant on the entry form.
28. Entrants must provide accurate information to the Event Organiser. If information is incomplete or inaccurate, the Event Organiser may be unable to process their entry and has the option to reject the entry.
29. Entrants may access the personal information the Event Organiser holds about them in accordance with the Event Organiser's privacy policy, which is available at www.challengedv.org.
30. Each entrant certifies that they are 18 years of age or older and have read this document and understand and accept these terms and conditions. If the entrant is under the age of 18, their parent or legal guardian certifies that they have read this document and understand and accept these terms and conditions. School students participating must provide a guardian consent form to the school prior to entering. The Event Organiser is entitled to assume the entrant has complied with this clause and is not liable for any failure to obtain a parent or guardian's consent in respect of any entrant under the age of 18.
31. Each entrant acknowledges and agrees that they are required to follow public health directions made by any relevant state or territory government. Entrants acknowledge that the Event Organiser is not responsible for any participants who do not comply with such directions, including any associated penalties.
32. The Event Organiser may need to implement a range of measures and actions to respond to the COVID-19 pandemic, including participation limits, social distancing requirements and other COVID-19 related requirements, directions and guidelines, and to otherwise maintain health and safety at the Event. These measures may change rapidly, and the Event Organiser requires all entrants, as a condition of entry into the Event, to regularly check its website and other communications to stay abreast of current measures and requirements at the Event.
33. It is a condition of participation in the Event that entrants follow all directions and requirements put in place by the Event Organiser or relevant state or territory government to maintain health and safety at the Event, including but not limited to:
- providing, upon request, a COVID-19 health declaration; and
 - complying with social distancing requirements or any other COVID-19 safety requirements implemented by the Event Organiser.
- Failure to follow such directions and requirements may result in the entrant being excluded from entry to or participation in the Event.
34. Each entrant consents to the Event Organiser providing personal and/or health information collected from you to public health authorities where the Event Organiser is required by law to do so or where the authority requests such information to assist with contact tracing.
35. Each entrant acknowledges and agrees that, despite measures and actions taken to maintain health and safety at the Event, the Event Organiser is unable to prevent or avoid all risks relating to COVID-19 and each entrant accepts personal responsibility and liability for any and all risks relating to COVID-19 while at the Event. Each entrant voluntarily

assumes the risk of exposure to and potential infection from pathogens, including but not limited to COVID-19, and acknowledges that such exposure or infection may result in injury, illness, disability or death.

36. Entrants acknowledge and agree that the Event Organiser may reschedule, relocate, cancel or change the nature or format of the Event if the Event Organiser deems it advisable or necessary to do so due to COVID-19 or any laws or directions issued in connection with COVID-19.

37. Each entrant agrees to undertake a reasonable assessment of their own health status and agrees not to attend or participate in the Event if they:

- a. have experienced any symptoms of COVID-19, including fever, coughing, sore throat, shortness of breath, runny nose, acute blocked nose, headache, muscle or joint pains, nausea, diarrhoea, vomiting, loss of sense of smell, altered sense of taste, loss of appetite and fatigue;
- b. are required to be in either isolation or quarantine;
- c. have been in contact, or reasonably suspect they may have been in contact, with someone diagnosed with COVID-19 in the 14 days prior to the Event or on the day of the Event.

38. The Event Organiser retains the right, acting reasonably, to vary these terms and conditions from time to time in accordance with clause 2 to further respond to the COVID-19 pandemic and its impact on the operations of the Event and the health and safety of entrants.

39. If any clause of these terms and conditions is deemed unenforceable, it does not affect the operation of the other clauses.

40. This agreement constitutes the entire agreement between the entrant and the Event Organiser in respect of its subject matter and supersedes any prior agreement or understanding in relation to anything connected with its subject matter.

41. These terms and conditions are subject to the laws of Queensland, Australia. The Event Organiser and entrants submit to the exclusive jurisdiction of the courts located in Queensland, Australia and the courts of appeal therefrom for the resolution of any dispute under these terms or concerning the Event.

42. By completing the registration or participating in the Event the entrant accepts these terms and conditions.