

## FIT TO FLY – TERMS & CONDITIONS

### DEFINITIONS

“Content” refers to photos, blogs and other information uploaded to the Participant’s profile page on the Website.

“Donor” means an individual or entity making a donation towards the Event, including by way of supporting a Participant.

“Event” means Fit to Fly – a month-long physical challenge during which the Participant aims to complete 3KM a day and fundraise to achieve their target, conducted throughout the month of March.

“Organiser” means the Royal Flying Doctor Service (Queensland Section) and includes, where appropriate, its employees, agents, contractors and officers.

“Participant” means an individual that has completed registration and refers to the eligible entrant in the Event.

“Website” means <https://www.fittofly.org.au>

These terms and conditions are split into two parts:

1. Part A applies to Donors; and
2. Part B applies to Participants.

### PART A – DONORS

The terms and conditions in this Part A apply to Donors.

### PRIVACY AND PERSONAL INFORMATION

1. The Organiser collects personal information about Donors, including the information they provide when making a donation towards for the Event.
2. The Organiser collects this personal information for the purpose of processing donations, facilitating the Organiser's internal business operations, including the fulfilment of any legal requirements, as well as providing Donors with information about how they can support the Organiser to help make a difference to rural and remote Australian communities.
3. By making a donation towards for the Event, the Donor consents to the Organiser using and disclosing their personal information to the Organiser’s agencies, affiliated organisations and other third parties engaged to provides services in connection with the Event, including to contact the Donor in relation to the Event.
4. If the personal information provided to the Organiser is incomplete or inaccurate, the Organiser may not be able to process the Donor’s donation.

5. The Organiser is not likely to disclose your personal information overseas, except as permitted by the *Privacy Act 1988* (Cth), unless we otherwise advise you in writing.
6. More detailed information about the way the Organiser uses, discloses and secures personal information, how the Donor can access and correct that information, and how the Donor can make a complaint about a breach of the Australian Privacy Principles can be found in the Organiser's privacy policy available at <https://www.flyingdoctor.org.au/privacy-policy/>.

## GENERAL

7. Making a donation towards the Event is deemed acceptance of these terms and conditions by the Donor.
8. Each Donor acknowledges and agrees that the Organiser may amend these terms and conditions from time to time in its absolute discretion. Any amendments become effective when posted on the Website, and the Organiser encourages Donors to access and review the Website regularly to keep up to date.
9. The Organiser will determine where donations are directed in its absolute discretion.
10. If any clause of these terms and conditions is deemed unenforceable, it does not affect the operation of the other clauses.
11. These terms and conditions are subject to the laws of Queensland, Australia. The Organiser and Donors 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.

## PART B – PARTICIPANTS

The terms and conditions in this Part B apply to Participants.

### EFFECT OF TERMS AND CONDITIONS

1. Registering for or participating in the Event is deemed acceptance of these terms and conditions by the Participant.
2. Each Participant acknowledges and agrees that the Organiser may amend these terms and conditions from time to time in its absolute discretion. Any amendments become effective when posted on the Website, and the Organiser encourages Participants to access and review the Website regularly to keep up to date.

### PARTICIPATION REQUIREMENTS

3. Each Participant certifies that they are 18 years of age or older and have read this document and understand and accept these terms and conditions.
4. Children under the age of 12 are not permitted to register for or participate in the Event.
5. If the Participant is under the age of 18 (but over the age of 12), their parent or legal guardian:
  - (a) must be listed on the Website; and

- (b) certifies that they have read this document and understand and accept these terms and conditions.

The Organiser is entitled to assume the Participant has complied with this clause and is not liable for any failure to obtain a parent or legal guardian's consent in respect of any Participant under the age of 18 (but over the age of 12).

6. The Organiser may, in its absolute discretion and without giving reasons for its decision, accept or refuse an application for registration and may seek verification of the above participation requirements in whatever manner it sees fit.

## **RISK AND RESPONSIBILITY**

7. The Participant acknowledges and agrees that sporting and similar leisure time events, such as the Event, may involve inherent risks of harm, injury or death associated with physical activity or exertion. Some of those risks are injury due to slippery or uneven surfaces, obstacles, trip hazards, and the effects of heat, cold, dehydration, and exhaustion. Injuries may include, but are not limited to, injuries from falls such as broken bones, sprained muscles, injuries to ligaments, cartilage, or other soft tissue, as well as blisters, cuts, and abrasions. Injuries may also arise from exertion, including heart attack, fainting, and loss of consciousness. The Participant acknowledges that this is not an exhaustive list of all risks inherent in their participation in the Event and that there may be other risks that are not known or reasonably foreseeable at this time, and that risks may be dependent upon the level of physical health and fitness of the Participant.
8. The Participant is responsible for ensuring that they have adequately and appropriately prepared both physically and mentally for the Event and by entering the Event, the Participant warrants that they have done so and are not aware of any illness, injury, physical disability or impairment which may cause them injury or death during the Event.
9. The Participant should seek professional advice from a medical practitioner before signing up for the Event.
10. If the Participant has any health issues or doubts prior to or during the Event, the Participant warrants that they will cease participation in the Event until they have sought the advice of a medical professional.
11. The Participant acknowledges and agrees that it is their responsibility to ensure that they are appropriately hydrated while participating in the Event.
12. The Participant 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.
13. By registering for or participating in the Event, the Participant voluntarily accepts the risks associated with the Event and assumes all risk to their health and property during the Event.
14. The Participant understands that the Organiser has not obtained personal accident insurance or any other insurance covering the Participant's participation in the Event and it is the Participant's responsibility to obtain any and all insurance which is appropriate for that purpose.

## RELEASE, INDEMNITY AND LIABILITY EXCLUSIONS

15. The Participant forever releases the Organiser from all claims (including those arising out of negligence), loss, damage, liability, cost and expense arising out of the Participant's participation in the Event and the Participant indemnifies the Organiser against any claim (including but not limited to those arising in negligence), loss, damage, liability, cost and expense that may be incurred or sustained by the Organiser in connection with any act, matter or thing done, permitted or omitted to be done by the Participant or which was in any way connected with the Participant's involvement in the Event.
16. Nothing in these terms and conditions excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law ("**ACL**") which cannot lawfully be excluded, restricted or modified.
17. Section 139A of the *Competition and Consumer Act 2010* (Cth) ("**CCA**") affects the extent to which a contract for the supply of recreational services can exclude, restrict or modify: (a) the 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 ACL.
18. Accordingly, to the extent permitted by law, the Participant agrees that each of the guarantees in Part 3-2, Division 1, Subdivision B of the ACL in respect of recreational services provided by or on behalf of the Organiser is excluded in respect of liability for the events and circumstances set out in s139A(3) of the CCA.
19. Similarly, to the extent permitted by law, the entrant also agrees that any liability of the Organiser in respect of any of the guarantees referred to in clause 18 above is excluded in respect of the events and circumstances set out in s139A(3) of the CCA.

## PRIVACY AND PERSONAL INFORMATION

20. The Organiser collects personal information about Participants, including the information they provide when registering for the Event.
21. The Organiser collects this personal information for the purpose of processing registrations, organising the Event, providing services to Participants, awarding prizes and rewards to Participants (where applicable), facilitating the Organiser's internal business operations, including the fulfilment of any legal requirements, as well as providing Participants with information about how they can support the Organiser to help make a difference to rural and remote Australian communities.
22. By participating in the Event, the Participant consents to the Organiser using and disclosing their personal information to the Organiser's agencies, affiliated organisations and other third parties engaged to provide services in connection with the Event, including to contact the Participant in relation to the Event.
23. If the personal information provided to the Organiser is incomplete or inaccurate, the Organiser may not be able to process a Participant's entry and the Participant may not be able to participate in the Event.
24. The Organiser may disclose the Participant's personal information overseas to third parties located in the United States, in order to administer and manage the Event.

25. More detailed information about the way the Organiser uses, discloses and secures personal information, how the Participant can access and correct that information, and how the Participant can make a complaint about a breach of the Australian Privacy Principles can be found in the Organiser's privacy policy available at <https://www.flyingdoctor.org.au/privacy-policy/>.
26. By participating in the Event, the Participant agrees that:
- (a) they may be contacted by the Organiser (or an agent of the Organiser) to provide comments about the Event, and the Organiser (or an agent of the Organiser) may take photos or recordings of them;
  - (b) the Organiser may use any comments obtained from them, their name, and/or likeness and any photos or recordings of them ("**Materials**") for the Organiser's future promotional and marketing purposes without further reference or compensation to them;
  - (c) the Organiser may duplicate, alter, adapt and utilise the Materials as the Organiser wishes at any time, anywhere and by any means (including communicating them to the public in any media), and the Organiser may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - (d) they grant to the Organiser on creation of the Materials a worldwide, perpetual, royalty-free, exclusive and irrevocable licence to use the Materials for whatever purpose it determines;
  - (e) they unconditionally and irrevocably:
    - (i) consent to any act or omission that would otherwise infringe any of their moral rights in the materials (as defined in Part IX of the *Copyright Act 1968* (Cth)) and any present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("**Moral Rights**"); and
    - (ii) waive all Moral Rights in the Materials that arise; and
  - (f) they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.

## CONTENT AND DATA

27. The Participant agrees that while the Organiser will provide access to an online Event platform to record distances and fundraising information in good faith, the Organiser cannot be held responsible for the loss of data which may eventuate from the platform itself.
28. The Organiser does not claim ownership of Content the Participant may submit or make available for inclusion on the Event platform. However, with respect to Content the Participant submits, the Participant grants the Organiser a worldwide, perpetual, royalty-free, non-exclusive and irrevocable licence, as applicable, to use, distribute, reproduce, modify, adapt, publicly perform and publicly display and otherwise exploit such Content for the purposes of promoting the Event.

29. Any content a Participant posts to the website (e.g. photos and videos) is the Participant's responsibility, and they must make sure that they have the necessary rights to post that content (e.g. by obtaining permission of copyright owners if necessary).
30. The Organiser reserves the right to delete any Content posted by a Participant which, the Organiser at its discretion determines, violates someone else's right, is hateful, threatening, pornographic, violent, inappropriate, offensive, abusive or otherwise violates the law.

## FUNDRAISING

31. The Participant acknowledges and agrees that they have the opportunity to fundraise for the Organiser as a result of participating in the Event. All fundraising will be conducted through the online Event platform and will be subject to any terms and conditions of that platform.
32. The Participant acknowledges that the funds raised will go directly to the Organiser, who maintain sole discretion and control over how the funds raised will be used.
33. The Participant must ensure that all fundraising (individual and team) is pledged and collected through the platform and not received through personal bank accounts. Cash donations can be collected and must be processed by the participant through their fundraising page.

## PRIZES AND REWARDS

34. The first 1,200 qualifying participants will receive a Fit to Fly Challenge t-shirt.
35. The first 1,000 qualifying participants will receive an RFDS soft flask water bottle.
36. The first 300 qualifying participants will receive a Fit to Fly Challenge medal.
37. The first 250 qualifying participants will receive an RFDS foldable bucket hat.
38. Prizes and rewards will be offered to the Participants for achieving various levels of fundraising goals. Details of the prizes and rewards, including any applicable terms and conditions, can be found on the Website.

## INTELLECTUAL PROPERTY RIGHTS

39. All intellectual property rights on the Website and the content provided on it (including information, logos, trademarks, design, text, images, and statistics) are owned or licensed by the Organiser and may not be used without the Organiser's consent.
40. All promotional material, advertisements, media materials and press releases to be used by the Participant in relation to their participation in the Event must be submitted to the Organiser for written approval before public distribution or circulation.

## GENERAL

41. The Participant's registration to the Event is personal and non-transferrable. The Participant must not attempt to transfer their entry to any other person without the knowledge and consent of the Organiser.
42. If for any reason, the Event is not capable of being run as planned, the Organiser reserves the right to take any action that may be available to it including cancelling, modifying or suspending the Event.
43. The Organiser reserves the right to disqualify Participants from participating in the Event if they:
  - (a) breach, or are reasonably suspected of breaching, these terms and conditions; or
  - (b) engage any unlawful or improper conduct which jeopardises, or is likely to jeopardise, the fair or proper conduct of the Event.
44. The Organiser's decisions in relation to all aspects of the Event are final and binding on each Participant and no correspondence will be entered into.
45. If any clause of these terms and conditions is deemed unenforceable, it does not affect the operation of the other clauses.
46. These terms and conditions are subject to the laws of Queensland, Australia. The Organiser and Participants 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.