

TERMS AND CONDITIONS

PLEASE READ ALL OF THESE TERMS AND CONDITIONS CAREFULLY BEFORE CONTINUING WITH YOUR ENTRY.

In registering for the applicable STRYDE4 event (the “**Event**”) that is detailed on the order page as part of the participant sign up process on the Event website, I agree to enter into the following terms and conditions with STRYDE4 Pty Ltd (“**STRYDE4**”).

ELIGIBILITY TO PARTICIPATE

1. I acknowledge that, either:
 - (a) as the participant in the Event, I am over 18 years of age; or
 - (b) if the participant in the Event is under the age of 18, I am the parent or guardian of the participant and accept these Terms and Conditions for and on my child’s behalf. I agree that I will supervise, or arrange appropriate supervision for, my child’s participation in the Event and will ensure that my child complies with these Terms and Conditions.
2. I agree that I have read and assessed the information provided to me about the Event (including as described in section 15 below) and am physically able to safely participate in the Event or I will arrange any assistance or support that I may require to do so.

REGISTRATION / PRICE

3. I accept that the entry fee for an individual Event participant is the fee (inclusive of GST) detailed on the order page as part of the participant sign up process on the Event website (plus transaction fees), unless otherwise discounted or paid for by someone else such as a corporate sponsor.
4. I accept that STRYDE4 may offer discounted entry fees at its discretion.
5. I understand that the Event will be free to spectators.
6. I accept that I must sign in on the day of the Event at one of the designated check-in areas.

TEAMS

7. I accept that non-corporate teams may consist of two or more Event participants.
8. I accept that corporate teams may consist of four or more Event participants.
9. I acknowledge that I will provide STRYDE4 or its authorised representatives with the name and contact details of the team coordinator if I enter as part of a team and agree that STRYDE4 or its authorised representatives may contact the person and exchange my personal information with them.

FUNDRAISING

10. I acknowledge that in order to be able to raise money for my nominated charity through the STRYDE4 platform on Grassrootz (which is the fundraising platform at www.grassrootz.com, provided by Grass Roots Company Pty Limited), I must maintain a registration with Grassrootz for this purpose (which includes agreeing to the Grassrootz terms and conditions). I understand that Grassrootz, and not STRYDE4, are responsible for the provision of the Grassrootz platform to me.
11. I understand that I am encouraged to fundraise a minimum of \$250.00 per individual Event participant for my chosen charity. However I understand that the fundraising component is not compulsory.
12. I understand that donations can be made online via STRYDE4 website, and that any donations are non-refundable. I also acknowledge that these donations may be tax deductible.
13. I understand that incentives (the number and nature of which will be decided by STRYDE4) may be awarded to individuals or teams in relation to their fundraising.

RISK WARNING / WAIVER

14. The decision to participate in the Event is entirely my own and I understand that walking or paddling is a potentially hazardous activity.
15. I acknowledge that I have been advised that the Event is an activity that will take place outdoors in the elements and includes participating in close proximity to others; that the land-based activities involved in the Event may include walking in bushland, on uneven or loose surfaces, up and down stairs, close to cliff tops and through road traffic areas; and that, if water-based activities are involved in the Event, those may include exposure to the waterways, the open ocean and/or slippery or unstable surfaces, including for example that:
 - (a) the Event may involve exposure to the natural elements which may include sun, high or low temperatures both in the air or water, wind, storm, slippery and/or unstable surfaces, deep water, strong waves or currents, water hazards, dangerous animals and biting insects. Dangerous animals include in relation to activities that occur in waterways or the ocean, blue bottles, sharks, stinging jelly fish, stinging octopi and sea urchins. Such exposure brings with it attendant risk of sickness (including allergic reactions), injury or death;
 - (b) the Event may involve certain inherent risks of sunburn, hyperthermia or hypothermia, blisters, fatigue and physical injury, drowning or near drowning, and that such occurrences may result in sickness, injury or death; or
 - (c) the Event may be physically demanding, and in susceptible individuals may cause heart attack, panic or hyperventilation.
16. Subject to sections 19 and 20, to the extent that the Event is a “recreational activity”, “recreational service” or the like under any applicable law, to the maximum extent permitted by law, I agree that I engage in the Event at my own risk and:
 - (a) STRYDE4 excludes all:
 - (i) liability under any applicable statutory guarantees for (A) death; (B) a physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual); (C) the contraction, aggravation or acceleration of a disease of an individual; or (D) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual: (I) that is or may be harmful or disadvantageous to the individual or community; or (II) that may result in harm or disadvantage to the individual or community; and
 - (ii) express or implied warranties or conditions not set out in these Terms and Conditions, in each case for death, physical or mental injury, disease, or any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs that is or may be harmful or disadvantageous or that may result in harm or disadvantage; and
 - (b) without limiting paragraph (a), STRYDE4 has no liability that results from a breach of an express or implied warranty that the Event will be rendered with reasonable care and skill.
17. Subject to sections 19 and 20, I agree that STRYDE4 has no liability for any loss or damage to my clothing, possessions or equipment.
18. The exclusions of liability in sections 16 and 17 shall be (and operate separately) in favour of all persons, corporations and bodies involved, or otherwise engaged in promotion or staging the Event and each of their directors, officers, agents, contractors, employees, servants, representatives, promoters, sponsors and volunteers, including medical and paramedical personnel appointed for the Event, the owners, licensees and occupiers of land upon which the Event or any part of it takes place, any statutory body or local authority having control over any land upon which the Event or any part of it takes place or which is involved directly or indirectly with the Event in any manner whatsoever (“Relevant Persons”). The exclusions of liability will continue forever and binds my heirs, executors, personal representatives and assigns.
19. Nothing in section 16 or 17 limits or excludes the liability of a Relevant Person where the relevant actions, proceedings, claims, demands, losses, damages, costs or expenses arise as a result of a Relevant Person’s fraudulent, grossly negligent or wilfully wrongful act or omission, or relate to significant personal injury that is caused by “reckless conduct” (meaning that the Relevant Person: (a) is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person; and (b) engages in the conduct despite the risk and without adequate justification).
20. Nothing in these Terms and Conditions applies to limit or exclude the liability of Relevant Persons which cannot be limited or excluded under any applicable law.

CHANGES, CANCELLATION AND REFUNDS

21. I acknowledge that if I wish to withdraw from the Event, I will give STRYDE4 notice, and if STRYDE4 receives my notice:
 - (a) 4 weeks or more before the Event, STRYDE4 will issue me a full refund for any participation fees I have paid;
 - (b) less than 4 weeks but more than 2 weeks before the Event, STRYDE4 will issue me a 50% refund for any participation fees I have paid; or
 - (c) less than 2 weeks before the Event, any prepaid participation fees will be non-refundable.
22. STRYDE4 hopes to put on the Event the way STRYDE4 has planned, but I acknowledge that sometimes things don't go as planned. STRYDE4 may change any of the details or date of the Event, or if STRYDE4 is unable to put on the Event within 12 months of its original planned date STRYDE4 may cancel the Event. If STRYDE4 does not hold the Event within 12 months of its original planned date or cancels the Event, in each case because of an act, default or omission of a third party, STRYDE4 will refund any prepaid participation fees less any costs that STRYDE4 has already incurred or committed in relation to the Event allocated in the manner reasonably determined by STRYDE4 across all registered participants and charities. If STRYDE4 is unable to put on the Event within 12 months of its original planned date or cancels the Event for any other reason, STRYDE4 will refund me any prepaid participation fees in full. Any such refunds are in addition to any other rights I may have at law.
23. I acknowledge that my registration can be transferred to another person by contacting STRYDE4 at info@stryde4.com.au. I acknowledge that an administration fee of \$22.00 (plus transaction fees, including GST) will be charged to transfer my registration. Transfers are permitted up to 7 days prior to the Event.

MEDICAL INFORMATION

24. I acknowledge that I should seek medical advice prior to participating in the Event if I have suffered or I am suffering from a medical condition. If I am suffering from a temperature, flu-like symptoms, a sore/dry throat or persistent cough in the 7 days prior to, or on the day of the Event, I will not participate in the Event.
25. I declare that I will not participate in the Event if I am awaiting results of a COVID test, or if I have been in direct contact with a person with a confirmed case of COVID in the 7 days prior to the Event.
26. Consent to medical treatment: in the event that I am incapacitated or otherwise unable to provide consent and STRYDE4 is unable to reach my emergency contact and obtain consent from them, I consent to receiving any medical treatment that STRYDE4 medical and paramedical personnel appointed for the Event, or their authorised representatives, reasonably consider necessary or desirable during or after the Event.
27. I acknowledge that I will provide an emergency contact name and phone number when requested by STRYDE4 or its authorised representatives and agree that STRYDE4 or their authorised representatives may contact that person and exchange my personal information with them in case of an emergency.

USE OF PHOTOS, VIDEOS AND VOICE RECORDINGS

28. I consent to the publication and/or use of any photo, video or voice recording of me taken during the Event, including the publication of that photo, video or voice recording in any broadcast, telecast, advertising, promotion, or other account of this Event, in any form of media and social media whatsoever including advertising and promotions for future STRYDE4 events, without payment or compensation. If, however, I am participating as a student of a school participating in the Event (or I am participating as another minor within that school community), STRYDE4 will not publish any such recording of me taken during the Event where I am reasonably prominent in the recording and it is reasonably obvious to STRYDE4 that I am a student that is part of that school community, such as by wearing identifiable school clothing. I acknowledge, however, that the Event takes place in public, and STRYDE4 cannot control others who may make recordings during the Event.

YOUR CONDUCT DURING THE EVENT

29. I agree that STRYDE4 reserves the right to have Grassrootz remove inappropriate words or phrases from fundraising pages.
30. During the Event I agree to abide by road rules, waterways rules and the instructions and directions of STRYDE4 or its authorised representatives (including volunteers) and to walk/paddle with care and

consideration of others on the course.

31. I agree that I must not do anything to endanger myself or others.
32. I acknowledge that STRYDE4 or its authorised representatives may remove me from the Event area and/or exclude me from participation in the Event:
 - (a) if my behaviour is inappropriate, offensive, or abusive;
 - (b) if I do not comply with any instruction regarding COVID safety given by the Event Organiser in writing or verbally;
 - (c) to prevent damage to any property;
 - (d) on medical or health and safety grounds (including to prevent possible harm or injury to myself or any other person); and/or
 - (e) to prevent or arrest any form of unauthorised marketing, including ambush marketing, or disruptive behaviour, including use of the Event to conduct a protest or raise the profile of other causes.

DETAILS OF EVENT AND CUT OFF TIMES

33. I accept that I will require basic navigation skills, or will arrange for any assistance or support that I require with navigation, to complete the Event.
34. I accept that the course will not be marked at regular intervals.
35. I accept the course has intermediate check points.
36. I accept that if I decide to abandon the Event at any point after crossing the start line, STRYDE4 will have no responsibility to me from the time at which I abandon the Event. I will immediately notify STRYDE4 or its authorised representatives (including any volunteers) on route or by telephone.
37. I accept that it is my responsibility to get myself home regardless of whether I complete the Event or abandon the Event prior to completion.
38. I accept that I will be notified of my strict course cut off time prior to the Event. In the circumstance where I do not finish the course by that cut off time, I accept and agree that I may be transported to the finish line by STRYDE4 or its authorised representatives (including any volunteers).

PARKING

39. I accept that STRYDE4 will not provide parking for Event participants or spectators for the Event. I accept that it is my responsibility to locate suitable parking before or during the Event.

MISCELLANEOUS

40. I acknowledge that there is comprehensive information in relation to the Event available on the STRYDE4 website (www.stryde4.com.au).
41. I acknowledge that all entry kits (including bibs) will be provided either before or on the day of the Event.
42. I acknowledge that the Event is not a run or a race.
43. I acknowledge that STRYDE4 reserves the right to change the Terms and Conditions of the Event at any time before the Event occurs by giving at least 14 days' prior notice to participants. If any change is detrimental, participants may cancel their participation in the Event by notice to STRYDE4 at any time before the change takes effect and STRYDE4 will provide a full refund of their prepaid registration fee.
44. In these Terms and Conditions, the word 'including' and similar expressions are not used as or intended to be interpreted as words of limitation.

PRIVACY STATEMENT

45. STRYDE4 Pty Ltd ("STRYDE4") respects and values the privacy of all information it collects about Event participants. As the organisers of the Event, STRYDE4 collects information about participants for the administration and conduct of the Event to:
 - (a) provide requested products or services, such as participation in STRYDE4 programs and events;
 - (b) address inquiries and resolve issues; and
 - (c) customise digital content and enhance products and services based on interests and preferences.
46. I acknowledge that my name, contact details and the contact details of my emergency contacts may be disclosed to medical and paramedical personnel for delivering medical services. There is no obligation on

me to provide any sensitive information.

47. I acknowledge that my name and contact details will also be provided to my nominated charities, and that STRYDE4 is not responsible for any use of that information by the charities (including whether the charities send communications to me), and that I should check the privacy policy of each of my nominated charities separately.
48. I acknowledge that STRYDE4 may disclose my personal information to third parties for purposes such as the provision of products and services (including any dietary requirements that I provide to STRYDE4 for catering purposes), customisation, technical support, as required or permitted by law, or with my consent.
49. I acknowledge that my personal information may be used to help STRYDE4 and its authorised representatives identify and share information in connection with the Event. I can also choose to receive communications from STRYDE4 about future events and activities.
50. I acknowledge that if my personal information is not collected by STRYDE4 as outlined above I will not be able to fundraise for the Event or participate in the Event.
51. I understand that I can make a complaint, gain access to my personal information and request that such details be updated by writing to STRYDE4 at info@stryde4.com.au. STRYDE4 will consider and respond to any questions or complaints and if I am unsatisfied with the response I can make a complaint to the Office of the Australian Information Commissioner as set out in STRYDE4's privacy policy.

THIRD PARTY APPLICATIONS

52. I acknowledge that if I agree to any separate terms and conditions for third party applications as part of the Event (for example challenge or team based mobile apps), those separate terms and conditions, and any privacy policies referred to in them, will apply to my use of the application.

ACCURACY

53. I declare that all the information supplied by me on the entry form is true and correct.

SCHOOL PARTICIPANTS

54. I agree that, if I am participating as a student of a school participating in the Event (or I am participating as another minor within that school community):
 - (a) I will ensure that I stay with my designated group during the Event (which may be a house or year group) and will not walk ahead; and
 - (b) I will comply with the instructions of my teachers.

STRYDE4 would like to acknowledge the Traditional Custodians of the land on which we work, walk and play. We pay respect to their cultures and to Elders past and present and extend that respect to all Aboriginal and Torres Strait Islander peoples today. Always was and always will be.