

## Can Too Foundation Program Terms and Conditions

### CONDITIONS OF ENTRY FOR ALL CAN TOO FOUNDATION PROGRAMS

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

**Sponsor** means Macquarie Group Services Australia Pty Ltd ABN 53 116 467 031.

**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 and the Organiser and their related bodies corporate.

In consideration of the Organiser endeavouring to provide assistance to me in preparation for one or more Events and as a condition of the acceptance of my entry for each and every Program I register 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 Program including without limitation incorrect or insufficient advice.

The risks of my participating in the Program 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 Program; hypothermia and/or heat exhaustion; the condition or suitability of equipment used by myself and by others in the Program; exposure to other persons or vehicles where the Program is conducted; and the actions and inactions of other participants, spectators, 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 Program and rely solely on my own assessment of these dangers, hazards and risks before participating in the Program and notwithstanding any decision thereon made by any Released Persons or other persons corporations and bodies involved in promoting or organising the Program. The decision to participate is entirely my own and I accept all risks associated with participation in the Program, including but not limited to loss of life and/or any injury including without limitation any permanent injury.

I understand that participating in the Program 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 Program 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 Program, 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 Program and without prior notice to me..

I represent and warrant that – as a condition to participating in the Program, I am participating in the Program 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 Event(s), 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 Event(s) or the Program. I undertake to withdraw and not to participate in or complete any Event(s) should I not have adequately trained or prepared myself sufficiently for the Event(s). 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 Program 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 including medical and paramedical personnel appointed for any Event(s), event stakeholders, the owners, licensees and occupiers of land upon which any Event or any part of it is conducted, any statutory body or local authority having control over any land upon which the Event or any part of it is conducted, Event sponsors, supporters, persons, corporations, contractors, sub-contractors, volunteers, servants and employees involved or otherwise engaged in promoting, staging, administering, running or controlling any Event(s).

I grant full permission to the Organiser to use any photographs, videotapes, motion pictures, recordings or any other records of this Program (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 though I have paid the entry fee for the Program;
- that the Organiser in its absolute discretion reserves the right to change, modify postpone, or cancel any Event or part of the Program; 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 Programs and the servants, agents, representatives, volunteers and officers of any of them; and
- to raise my fundraising pledge for the following Program where applicable:
  - Run 45km – 24 week training program – Raise \$2,600
  - Run 42km – 20 week training program – Raise \$2,200
  - Run 23km – 18 week training program – Raise \$1,350
  - Run 21km – 14 week training program – Raise \$1,350
  - Run 14km/7km Relay – 12 week training program – Raise \$1,200

- Run 9km/10km - 10 week training program - Raise \$1,000
- Swim 2.7km or 2km or 1km - 12 week training program – Raise \$1,350
- Triathlon Sprint – Swim 750m, Run 5km, Bike 20km – Raise \$2,750
- Triathlon Olympic – Swim 1.5k, Run 10km, Bike 40km – Raise \$2,750.
- My fundraising sponsorship account will close 30 days after the Event(s). If I am not able to meet my agreed fundraising commitment by the closing date, then I agree to make good my pledge. An invoice for any outstanding funds will be issued to me as an individual, and if necessary the Organiser requires me to pay the balance of outstanding funds, by way of a personal contribution.

## **Registration Terms and Conditions**

Persons entering a Can Too Program must agree to the following:

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

During the Program I agree to abide by the directions of Can Too Coaches, Team Captain and Mentors and to take care and consideration of others on the Program.

I consent to receive such medical aid or preventative treatment which may be deemed advisable in the unfettered discretion of Event medical officials in the event of any injury accident or illness to me during my participation in the Event.

## **Refund Policy**

**Fundraising:** I acknowledge that I will not be entitled to any refund of the joining fee as I understand that these fees go directly towards the costs of the Program so that Can Too can continue to fund as many young innovative researchers as possible. Thanks for your support.

## **Withdrawals**

Can Too Foundation commits to annual funding of cancer researchers and programs are run on the basis of fundraising commitments being met in full. We understand the disappointment that follows injury and other medical circumstances. To keep our programs fair and transparent, you will need to provide a copy of signed advice from a qualified health professional (doctor, physiotherapist, podiatrist, etc) advising you are no longer able to complete the program.

### **Withdrawal – with advice from a health professional**

If you are withdrawing from the program due to advice from a health professional, we are happy to carry over the following fundraising amounts, should you wish to complete a future program:

Within first quarter of program = 75% of donations may be carried forward

Within second quarter of program = 50% of donations may be carried forward

Within third/final quarter of program = 25% of donations may be carried forward

### **Withdrawal – for reasons other than injury and without advice from a health professional**

If you wish to withdraw for any other reason, we ask that you honour your commitment to funding research and meet the below minimum fundraising expectations at time of withdrawal:

Within first quarter of program = 25% of Fundraising Commitment met

Within second quarter of program = 50% of Fundraising Commitment met

Within third quarter of program = 75% of Fundraising Commitment met

Within fourth quarter of program = 100% of Fundraising Commitment met

Any outstanding balance on your fundraising commitment at the time of withdrawal will be owed by you an individual. At the time of withdrawal you will have 30 days to continue fundraising the balance of your commitment. After this time an invoice for any outstanding funds will be issued to you as an individual, and if necessary, we will require you to meet the balance of outstanding funds, by way of a personal contribution.

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### **Can Too Foundation Limited Security Policy**

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All online credit card transactions performed on this site using the eWAY gateway are secured payments.

- Payments are fully automated with an immediate response
- 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.

For more information about eWAY and to read the additional terms and conditions applicable to your use of eWay, please visit [www.eWAY.com.au](http://www.eWAY.com.au)